



*Upstream from ordinary.*

**BOARD OF ALDERMEN MEETING**

RIVERSIDE CITY HALL

2950 NW VIVION ROAD

RIVERSIDE, MISSOURI 64150

**TENTATIVE AGENDA**

**NOVEMBER 7, 2023**

**Closed Session – 6:00 p.m.**

**Regular Meeting - 7:00 p.m.**

Call to Order  
Roll Call

**CLOSED SESSION**  
**(6:00 p.m.)**

**1. Motion** to enter into CLOSED SESSION for the following matters:

610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

610.021 (2) Leasing, purchase, or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore

610.021(3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed

610.021(13) Individually identifiable personnel records, performance ratings or records pertaining employee or applicant for employment.

**2. Motion** to adjourn closed.

**REGULAR SESSION**  
**(7:00 p.m.)**

Call to Order  
Roll Call  
Pledge of Allegiance

**Public Comments** - Members of the public may address exclusively the Mayor and members of the Board of Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding agenda and non-agenda items. However, any item not listed on the agenda will be taken under advisement. Public comment on any agenda item which has a Public Hearing should be reserved until the Public Hearing is opened and comments on such item will be taken at that time. Each speaker is limited to 5 minutes.

**LEGISLATIVE SESSION**

**1. CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion to approve the Consent Agenda as presented. There is no separate discussion of these items. The Mayor or a member of the Board of Aldermen may request that any item be removed from the Consent Agenda for discussion or explanation. If removed, it will be considered separately following approval of the remaining items on the Consent Agenda. No motion is required to remove an item from the Consent Agenda.

Approval of minutes for October 17, 2023.

Approval of minutes for October 31, 2023.

**R-2023-157: A RESOLUTION APPROVING AND ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT AND TRAIL EASEMENT FROM NICH ASSOCIATES, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, FOR THE VIVION ROAD TRAIL PROJECT.**  
Point of Contact: Capital Projects/Parks Manager Noel Challis Bennion.

### **REGULAR AGENDA**

1. First Reading: Bill No. 2023-064: **AN ORDINANCE AUTHORIZING AND APPROVING A SECOND AMENDED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RIVERSIDE MISSOURI, KC WFC TRAINING, LLC, AND BALLARD CAPITAL, LLC, AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS RELATED THERETO.** Point of Contact: Community Development Director Mike Duffy.
2. First Reading: Bill No. 2023-065: **AN ORDINANCE AMENDING CITY CODE SECTION 110.120 REGARDING ELECTED OFFICIALS' COMPENSATION.** Point of Contact: City Administrator Brian Koral.
3. First Reading: Bill No. 2023-066: **AN ORDINANCE AMENDING THE CITY CODE RELATED TO THE CABLE TELEVISION FRANCHISE FEE AMOUNT.** Point of Contact: City Administrator Brian Koral.
4. First Reading: Bill No. 2023-067: **AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF CAROL OETTING AS A FULL-TIME SENIOR ADMINISTRATIVE ASSISTANT IN THE ADMINISTRATION DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE.** Point of Contact: HR Manager Amy Strough.
5. First Reading: Bill No. 2023-068: **AN ORDINANCE AUTHORIZING AND APPROVING PARTICIPATION IN THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.** Point of Contact: City Clerk Robin Kincaid.
6. **R-2023-156: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2023-2024 WEEKS ENDING OCTOBER 20<sup>TH</sup>, OCTOBER 27<sup>TH</sup> AND NOVEMBER 3<sup>RD</sup> IN THE AMOUNT OF \$464,041.11.** Point of Contact: Finance Director Erika Benitez.
7. **R-2023-158: A RESOLUTION JOINING BIKEWALKKC AND ENDORSING AN APPLICATION TO THE US DEPARTMENT OF TRANSPORTATION'S (USDOT) THRIVING COMMUNITIES PROGRAM – R (REGIONAL) FOR A PILOT PROJECT TO ASSIST COMMUNITIES THROUGH TRANSPORTATION IMPROVEMENT.** Point of Contact: Community Development Director Mike Duffy.
8. **R-2023-159: A RESOLUTION APPROVING CHANGE ORDER 8 TO THE AGREEMENT WITH KENTON BROTHERS LOCKSMITHS, INC FOR ADDITIONAL EQUIPMENT AND LABOR IDENTIFIED DURING THE CITY COMPLEX VIDEO AND ACCESS CONTROL PROJECT RESULTING IN A REVISED CONTRACT AMOUNT OF \$838,429.01 FOR SUCH PURPOSES.** Point of Contact: IT Manager Jason Ketter.
9. **R-2023-160: A RESOLUTION APPROVING AN AGREEMENT WITH MISSOURI POLICE CHIEFS' ASSOCIATION, INC. FOR TESTING AND ASSESSMENT SERVICES.** Point of Contact: Police Chief Chris Skinrood.
10. **R-2023-161: A RESOLUTION APPROVING TASK ORDER NUMBER 1 WITH SFS.** Point of Contact: Capital Projects/Parks Manager Noel Challis Bennion.

**11. R-2023-162: A RESOLUTION APPROVING AN AGREEMENT WITH ONECAUSE, INC.**

Point of Contact: City Administrator Brian Koral.

**12. Communication from City Administrator**

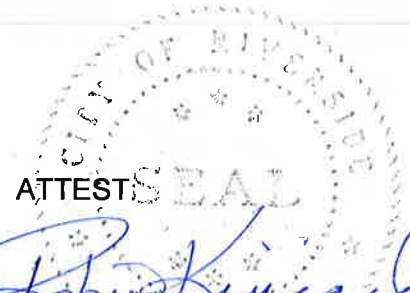
**a) Department Reports**

- i. Community Development
- ii. Engineering
- iii. Finance
- iv. Fire
- v. Police
- vi. Public Works
- vii. Levee Board Report


**13. Communication from Mayor**

**14. Communication from Board of Aldermen**

**15. Motion to Adjourn.**

  
\_\_\_\_\_  
Brian E. Koral, City Administrator

ATTESTS

  
\_\_\_\_\_  
Robin Kincaid, City Clerk

Posted 11.03.2023 at 3:00 p.m.

MINUTES  
REGULAR MEETING  
BOARD OF ALDERMEN  
RIVERSIDE, MISSOURI

Tuesday, October 17, 2023  
6:00 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Aldermen Chambers at 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, October 17, 2023.

Mayor Rose called the meeting to order at 6:05 p.m. Those in attendance were, Mayor Kathy Rose, Aldermen Jill Beck, Dawn Cockrell, Nathan Cretsinger, Jason Draut, Rob Milner, and Steve Palma.

Also present were City Administrator Brian Koral, City Clerk Robin Kincaid, Capital Projects/ Parks Manager Noel Challis Bennion, and City Attorney Paul Campo.

**MOTION TO ENTER INTO  
CLOSED @ 6:05 P.M.**

Alderman Milner moved to enter closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, RSMo 610.021 (2) Leasing, Purchase, or sale of real estate, RSMo 610.021(3) Hiring, firing, disciplining, or promoting a particular employee, when personal information about the employee is discussed, and RSMo 610.021 (13) Individually identifiable personnel records, performance ratings or records pertaining to employee or applicant for employment, second by Alderman Cretsinger. Yes: Milner, Cretsinger, Draut, Cockrell, Beck, and Palma. Motion carried 6-0.

**MOTION TO ADJOURN  
CLOSED @ 6:18 P.M.**

Alderman Milner moved at 6:18 p.m. to adjourn closed session with no action taken, second by Alderman Cockrell. Yes: Milner, Cockrell, Draut, Palma, Cretsinger, and Beck. Motion carried 6-0.

**REGULAR SESSION**

Mayor Kathy Rose called the Regular Session Meeting to order at 7:06 p.m.

Those in attendance were Mayor Kathy Rose, Aldermen Jill Beck, Dawn Cockrell, Nathan Cretsinger, Jason Draut, Rob Milner, and Steve Palma.

Also present were City Administrator Brian Koral, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, Police Captain Gary McMullin, Fire Chief Gordon Fowlston, HR Manager Amy Strough, City Engineer Travis Hoover, Capital Projects /Parks Manager Noel Challis Bennion, Finance Director Erika Benitez, City Planner Sarah Wagner, Firefighter Adam Ellis, and City Attorney Paul Campo.

**PLEDGE OF ALLEGIANCE** Mayor Rose led the Pledge of Allegiance.

**PUBLIC COMMENT** None.

<b>CONSENT AGENDA</b>	Alderman Beck moved to approve the consent agenda as presented, second by Alderman Cockrell. Yes: Beck, Cockrell, Draut, Cretsinger, Palma, and Milner. Motion carried 6-0.
<b>MINUTES OF 10-03-2023</b>	Alderman Beck moved to approve the minutes of the October 03, 2023, meeting, second by Alderman Cockrell. Yes: Beck, Cockrell, Draut, Cretsinger, Palma, and Milner. Motion carried 6-0.
<b>COURT REPORT</b>	Alderman Beck moved to approve the court report for the month of September 2023, second by Alderman Cockrell. Yes: Beck, Cockrell, Draut, Cretsinger, Palma, and Milner. Motion carried 6-0.
<b>RESOLUTION 2023-144</b> Bill Pay	Alderman Beck moved to approve Resolution 2023-144 authorizing the expenditure of funds for fiscal year 2023-2024 for weeks ending October 6 <sup>th</sup> and October 13 <sup>th</sup> in the amount of \$652,040.65, second by Alderman Cockrell. Yes: Beck, Cockrell, Draut, Cretsinger, Palma, and Milner. Motion carried 6-0.
<b>RESOLUTION 2023-145</b> Police Equipment Purchase	Alderman Beck moved to approve Resolution 2023-145 declaring certain Police equipment to be surplus, and authorizing its disposal, second by Alderman Cockrell. Yes: Beck, Cockrell, Draut, Cretsinger, Palma, and Milner. Motion carried 6-0.
<b>RESOLUTION 2023-146</b> Gunter CO 1	Alderman Beck moved to approve Resolution 2023-146 approving Change Order 1 to the agreement with Gunter Construction Company for Horizons and 41 <sup>st</sup> Intersection Improvement Project resulting in a revised contract amount of \$499,055.80 for such purposes, second by Alderman Cockrell. Yes: Beck, Cockrell, Draut, Cretsinger, Palma, and Milner. Motion carried 6-0.
<b>RESOLUTION 2023-147</b> Reappoint Soler to P&Z	Alderman Beck moved to approve Resolution 2023-147 reappointing Mike Soler to the Planning & zoning Commission, second by Alderman Cockrell. Yes: Beck, Cockrell, Draut, Cretsinger, Palma, and Milner. Motion carried 6-0.
<b>RESOLUTION 2023-148</b> Reappoint Euwer to BZA	Alderman Beck moved to approve Resolution 2023-148 reappointing Rick Euwer to the Board of Zoning Adjustments, second by Alderman Cockrell. Yes: Beck, Cockrell, Draut, Cretsinger, Palma, and Milner. Motion carried 6-0.

**RESOLUTION 2023-149**

Purchase Fire Nozzles

Alderman Beck moved to approve Resolution 2023-149 authorizing the purchase Fire Hose Nozzles, second by Alderman Cockrell.

Yes: Beck, Cockrell, Draut, Cretsinger, Palma, and Milner.

Motion carried 6-0.

**RESOLUTION 2023-150**

Purchase Extrication Equip.

Alderman Beck moved to approve Resolution 2023-150 authorizing the purchase Fire Department Extrication Equipment, second by Alderman Cockrell.

Yes: Beck, Cockrell, Draut, Cretsinger, Palma, and Milner.

Motion carried 6-0.

**REGULAR AGENDA****BILL NO. 2023-062**

Contingent Building Permit

City Clerk Robin Kincaid gave first reading of Bill No. 2023-062. City Planner Sarah Wagner stated that this is a request received from Argosy. Senate Bill 26 was signed in 2021 amending the definition of the excursion gambling boat to include non-floating facilities subject to certain standards. In August 2023 the State of Missouri Gaming Commission approved Argosy's request to transition their gaming floor to a non-floating facility and in September they submitted the request to the City. Our Building Official has reviewed it, but because of the Senate Bill has been written, City Staff is wanting to make sure there is language stated as follows: This permit is issued on the condition that if the Missouri State Court of competent jurisdiction of the Missouri Gaming Commission issues a final judgement or order, meaning all appeal deadlines have expired and/or all available appeals have been finally decided or dismissed, that the Missouri Gaming Company, LLC's excursion boat is not compliant with Article III, Section 39(e) of the Missouri Constitution, then the Missouri Gaming Co. or its assignee or successor that operates the applicable gaming license shall take all steps necessary to bring its excursion boat into compliance with the Missouri Constitution within the delays permitted by applicable law and the City will cooperate with and take all reasonable and legal actions to assist the Missouri Gaming Company, LLC in coming into such compliance. This Building Permit is brought before you for consideration because it is far outside of the regular criteria of our regular permits.

Alderman Milner moved to accept first reading and place Bill 2023-062 on second and final reading, second by Alderman Palma.

Yes: Milner, Palma, Beck, Cockrell, Draut, and Cretsinger.

Motion carried 6-0.

City Clerk Kincaid gave second reading of Bill No. 2023-062.

Alderman Milner moved to approve Bill 2023-062 and enact said bill as ordinance, second by Alderman Palma.

Yes: Milner, Palma, Beck, Cockrell, Cretsinger, and Draut.

Motion carried 6-0.

- RESOLUTION 2023-151**  
Radio Indoor Repeater System
- Captain Gary McMullin explained that the radio repeater system referred to in this resolution will help officers use their radios when they are in the concrete walls of the basement area with prisoners and working in the detention area downstairs. This will remedy the poor service. Alderman Beck moved to approve Resolution 2023-151 authorizing the purchase of a radio indoor repeater system for the Police Department, second by Alderman Cockrell.  
Yes: Beck, Cockrell, Draut, Palma, Cretsinger, and Milner.  
Motion carried 6-0.
- RESOLUTION 2023-152**  
VSM Task Order #1
- Capital Projects/Parks Manager Noel Challis Bennion stated that this task order will allow the City to have design and construction services for the trail connection between Northwood Road and Horizons Parkway. PowerPoint pictures were shown of the location and reminded the Board that VSM is one of our on-call engineers. Alderman Cretsinger moved to approve Resolution 2023-152 approving task order number one with VSM, second by Alderman Beck.  
Yes: Cretsinger, Beck, Milner, Cockrell, Draut, and Palma.  
Motion carried 6-0.
- RESOLUTION 2023-153**  
Deed Restriction
- Capital Projects/Parks Manager Noel Challis Bennion explained that this resolution is needed for the Line Creek Trail Project, due to the federal funding received through a grant, it requires a deed restriction that this land be for recreational use for a 25-year period. The specified area was shown on the PowerPoint slide. Alderman Beck moved to approve Resolution 2023-153 approving a declaration of deed restriction, second by Alderman Palma.  
Yes: Beck, Palma, Cretsinger, Milner, Draut, and Cockrell.  
Motion carried 6-0.
- RESOLUTION 2023-154**  
DNR Pool Grant
- Capital Projects/Parks Manager Noel Challis Bennion reported that the daily had arrived to announce the grant funds from DNR had officially been awarded to the City in the amount of \$664,997.00. Noel reviewed three options for completion of the project for consideration by the Board. Following lengthy deliberation of the options, they came to the consensus of Option 3 – Construct fall of 2024 through spring 2025 and have the new pool open Memorial Day 2025. It was also mentioned that this area would require a deed restriction for recreational use in perpetuity, because of the federal funding received. Alderman Beck moved to approve Resolution 2023-154 authorizing approval of a financial assistance agreement with the Missouri Department of Natural Resources for the Land and Water Conservation fund for funding the Riverside Municipal Pool and Splashground, second by Alderman Milner.  
Yes: Beck, Milner, Cockrell, Palma, Draut, and Cretsinger.  
Motion carried 6-0.

**RESOLUTION 2023-155**  
Encroachment Agreement

Capital Projects/Parks Manager Noel Challis Bennion explained the need for this request that will let Magellan know we will follow their pipeline guidelines where the Vivion Road Trail is near their pipeline. Photos were shared of the area and questions were answered. Alderman Beck moved to approve Resolution 2023-155 authorizing approval of the encroachment agreement with Magellan Pipeline Company for the Vivion Road Trail, second by Alderman Palma.  
Yes: Beck, Palma, Milner, Draut, Cretsinger, and Cockrell.  
Motion carried 6-0.

**CITY ADMINISTRATOR**

City Administrator Brian Koral began by sharing an Upstream from Ordinary Story, that came in the form of an email, explaining a distraught person on the 635 bridge over the Missouri River. Our Fire Department responded to the call and at one point, included Riverside Firefighter Myer removing his own shoes and socks to put on this person to help them get up a rocky slope. The person was taken to the hospital. Firefighter Myer, Riverside Fire and Police, Riverside Communications officers were all recognized for outstanding service in this situation.  
Regarding Elected Official compensation adjustments, we hope to wrap this conversation up and have an ordinance with the updated amounts for consideration at the November 7<sup>th</sup> meeting. The Mayor compensation will be at \$1,500 a month or \$18,000 annually and Aldermen compensation will be \$667.00 a month or \$8,000 annually. These amounts will take effect for the Mayor's term beginning April, 2024 and Aldermen beginning their term in April, 2024 and April, 2025. This information will be posted on social media for residents to see. We will be holding our regular board meeting on November 7<sup>th</sup>, even though it is election day because there are no Municipal issues on the ballot.

**COMMUNITY DEVELOPMENT** Nothing to report.

**ENGINEERING** Nothing to report.

**FINANCE** Finance Director Erika Benitez shared a PowerPoint presentation showing that we are at 25% through the fiscal year and right on pace with the budget. Benitez explained some Revenue, Expenditure and Investment details.

**FIRE** Fire Chief Gordon Fowlston reported that the Open House at the fire station – October 7<sup>th</sup> was the best event to date and best attended event since I have been in Riverside. RedX served over 100 hamburgers and 100 hot dogs for us, and we were able to give away 43 bicycle helmets to children and gave away 3 bicycles. Attendees enjoyed tours of the new Fire Department facilities as well. Chief Fowlston reviewed the monthly report that was included in the packet with the Board and answered questions from the Board.



<b>POLICE</b>	Police Captain Gary McMullin reported that the report is about the same as last month. A few calls are down. He explained the numbers included in the report that was in the packet. RedX thefts were questioned, and Captain McMullin remarked that there is an uptick in all areas.
<b>PUBLIC WORKS</b>	Nothing to report.
<b>LEVEE BOARD</b>	City Engineer Travis Hoover commented that the annual meeting is tomorrow.
<b>MAYOR'S DISCUSSION</b>	Mayor Kathy Rose stated that she wanted to give another shout out to the Fire Open House. It was truly a team effort and I appreciated what every fire department individual that participated and helped that day. The Park Hill School District Superintendent Dr. Kimbrell was here Saturday morning from 9 a.m. to 10 a.m. to discuss the 10-year strategic plan with anyone wishing to come and visit. Rob Milner and I were here and enjoyed the information that was shared. A great deal of the information is security focused. We will have Trunk or Treat/Carved on October 21 <sup>st</sup> and should be a fun filled evening. On November 2 <sup>nd</sup> we will have Congressman Graves here from 1p.m. – 3 p.m. for an open forum. We have an officer on leave and there are a few Bingo fundraisers for the family, I am sure they would appreciate your thoughts and prayers. I want to encourage everyone to help if they possibly can.
<b>BOARD OF ALDERMEN</b>	<p>Alderman Cockrell – Nothing to report, but I am looking forward to the Trunk or Treat and Carved events Saturday night.</p> <p>Alderman Draut – A friend told me about the skate event at the skatepark and she stated that it was awesome.</p> <p>Alderman Cretsinger – I had reported to Travis a concern from a resident of the faded road markings on Northwood Road. I want to thank him for looking into this and reporting that it would be taken care of.</p> <p>Alderman Beck – Reminder that the Halloween Parade in Gatewoods will be on October 28<sup>th</sup> at 11 a.m., Fire, Police, and the Mayor will be there to greet the children.</p> <p>Alderman Palma – Inquired if attendees may come in costume for the Carved event?</p> <p>Alderman Milner – Thanked the City for hosting the time in the chambers on Saturday morning. It is an exciting time and I am very happy to living in Riverside.</p>
<b>MOTION TO ADJOURN</b>	<p>Alderman Palma moved to adjourn the meeting at 7:55 p.m., second by Alderman Cockrell.</p> <p>Yes: Palma, Cockrell, Cretsinger, Draut, Milner, and Beck.</p>

Motion carried 6-0.

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Robin Kincaid, City Clerk

MINUTES  
SPECIAL MEETING  
BOARD OF ALDERMEN  
RIVERSIDE, MISSOURI  
Tuesday, October 31, 2023  
8:30 a.m.

The Board of Aldermen for the City of Riverside, Missouri, met in special session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, October 31, 2023.

Mayor Kathy Rose called the meeting to order at 8:34 a.m. Those in attendance were, Mayor Kathy Rose, Alderman Nathan Cretsinger, Jill Beck (by Zoom), Steve Palma (by Zoom), Dawn Cockrell (by Zoom), Jason Draut (by Zoom), and Rob Milner (at 8:37 by Zoom).

Also present were City Administrator Brian Koral, City Clerk Robin Kincaid, Community Development Director Mike Duffy, City Engineer Travis Hoover, and Special Counsel Joe Bednar.

Mayor Kathy Rose announced that Closed Session was waived, that all business was for open session.

**BILL NO. 2023-063**

Temp Const. License Agmnt

City Clerk Robin Kincaid gave first reading of Bill No. 2023-063. Alderman Cretsinger noted the excitement for progress of this project and would request for the Board, to have a running spreadsheet of all expenses and revenues for said project throughout its duration. Special Counsel Bednar introduced the Bill before the Board for consideration, explaining that because of weather and the date for project completion, there is a need for ARCO to begin prep work on the site. An amended lease agreement and final development agreement ideally will be on the agenda for November 7<sup>th</sup>. The ARCO contract is an attachment to this Bill. The drafts of the amended lease agreement and final development agreement will be mailed to the Board for their review following the meeting. Bednar answered all questions from Board regarding Bill 2023-063.

Alderman Cretsinger moved to accept first reading and place Bill 2023-063 on second and final reading, second by Alderman Cockrell.

Yes: Cretsinger, Cockrell, Draut, Palma, Milner, and Beck.

Motion carried 6-0.

City Clerk Kincaid gave second reading of Bill No. 2023-063.

Alderman Cretsinger moved to approve Bill 2023-063 and enact said bill as ordinance, second by Alderman Milner.

Yes: Cretsinger, Milner, Draut, Beck, Palma, and Cockrell.

Motion carried 6-0.

**MOTION TO ADJOURN**

Alderman Cretsinger moved to adjourn the meeting at 8:43 a.m., second by Alderman Cockrell.

Yes: Cretsinger, Cockrell, Draut, Beck, Palma, and Milner.

Motion carried 6-0.

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Robin Kincaid, City Clerk

**A RESOLUTION APPROVING AND ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT AND TRAIL EASEMENT FROM NICH ASSOCIATES, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, FOR THE VIVION ROAD TRAIL PROJECT**

**WHEREAS**, the Board of Aldermen finds it to be a public purpose and in the best interest of the public to acquire a temporary construction easement and a trail easement further described herein in connection with construction of the Vivion Road Trail Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:**

**THAT** the Board of Aldermen (“Board”) hereby approves and accepts the Temporary Construction Easement and Trail Easement, in substantially the form attached hereto, from Nich Associates, L.L.C., a Missouri limited liability company, and further authorize the Mayor to execute the easements on behalf of the City; and

**FURTHER THAT** compensation in the amount of \$2,543.00 for the Temporary Construction Easement is hereby approved to acquire such Temporary Construction Easement; and

**FURTHER THAT** compensation in the amount of \$794.00 for the Trail Easement is hereby approved to acquire such Trail Easement; and

**FURTHER THAT** the Mayor, the City Administrator, the City Attorney and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 7th day of November 2023.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

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**Recording Cover Sheet**

**Title of Document:** Temporary Construction Easement

**Date of Document:** October 30, 2023

**Grantor(s):** Nich Associates, L.L.C., a Missouri limited liability company  
1518 NW Vivion Rd  
Kansas City, MO 64118

**Grantee's Name  
and Address:** City of Riverside, Missouri  
2950 NW Vivion Road  
Riverside, Missouri 64150

**Legal Description:** See Exhibit A.

**After recording, please return to:**

City of Riverside  
Attn: Noel Bennion  
2950 NW Vivion Road  
Riverside, Missouri 64150

### TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 30 day of October, 2023 by and between Nich Associates, L.L.C., a Missouri limited liability company, owner of the property herein described, hereinafter known as "Grantor", and the City of Riverside, Missouri, a municipal corporation, hereinafter known as "Grantee".

WITNESSETH, that the Grantor, in consideration of the sum of Two Thousand Five Hundred Forty-Three Dollars (\$2,543.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Temporary Construction Easement in conjunction with the construction of a trail, including but not limited to, landscaping, grading and sloping; the storage of materials; the operation of equipment; and the movement of a working force on, over, along, across, and under the following described real estate being and situated in the County of Platte, and the State of Missouri, to-wit:

See Exhibit A.

This temporary construction easement shall expire thirty-six (36) months from the date of its execution. Grantee shall restore the ground insofar as practicable to its original condition, after construction of said trail, or any subsequent maintenance or repair operations.

Upon completion of the trail construction project, Grantor and Grantee shall mutually inspect and test Grantor's irrigation system to ensure that it is in good working order. Grantee shall repair such irrigation system to the extent any damage occurred as a result of the trail construction project.

During construction of the trail project, Grantee agrees to keep at least one lane of the driveway open at all times for Grantee's tenants, or other such temporary entrance if necessary to ensure Grantee and its tenants have ingress and egress. This easement does not permit construction vehicles or equipment to be parked, at any time, in the Grantor's parking lot for its retail/business center to the south of the Easement.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed this 30<sup>th</sup> day of October, 2023

Nich Associates, L.L.C., a Missouri limited liability company  
("GRANTOR"):

By: [Signature]  
Printed Name: Chad Campbell  
Title: Owner - Managing Partner

STATE OF )  
COUNTY ) ss.  
COUNTY )

ON THIS 30 day of October, 2023, before me personally appeared Chad Campbell, Managing Partner of Nich Associates, L.L.C., a Missouri limited liability company, to me known to be the person described in and who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that she/he executed the same with authority on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in CLAY County, the day and year last above written.

(SEAL)

[Signature]

Printed Name: VALERIE JOAN GUTHRIE  
Notary Public in and for said State  
Commissioned in MISSOURI

County

My Commission Expires:





CITY OF RIVERSIDE, MISSOURI:  
("GRANTEE")

By: \_\_\_\_\_

Printed Name: Kathleen L. Rose

Title: Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

STATE OF MISSOURI     )  
  ) ss:  
COUNTY OF PLATTE     )

ON THIS \_\_\_\_ day of \_\_\_\_\_, 202\_, before me, personally appeared the honorable Kathleen L. Rose to me personally known, who being by me duly sworn, did say that she is the Mayor of the City of Riverside, Missouri, a Missouri municipality, and that said instrument was signed on behalf of said City of Riverside, Missouri by authority of its Board of Aldermen, and Mayor Rose acknowledged said instrument to be the free act and deed of said City of Riverside, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in \_\_\_\_\_ County, the day and year last above written.

(SEAL)

\_\_\_\_\_  
Printed Name: Robin Kincaid  
Notary Public in and for said State  
Commissioned in Platte County

My Commission Expires: \_\_\_\_\_

### Exhibit A

A variable width strip of land lying South of and coincident with the Southerly right-of-way line of Vivion Road as now established, said variable width strip of land being located in the City of Riverside, Platte County, Missouri and being a portion of the tract of land described as set forth in the Missouri Warranty Deed filed in the Office of the Recorder of Deeds for said County and State as Document No. 0015311 in Book 0977 at Page 0293 and being situated in the Fractional Southwest Quarter of Section 34, Township 51 North, Range 33 West and the Fractional Northwest Quarter of Section 3, Township 50 North, Range 33 West. Said variable width strip of land being now more particularly described as follows:

Commencing at the Northeast Corner of the Fractional Northwest Quarter of aforesaid Section 3, being also the Southeast corner of the Fractional Southwest Quarter of aforesaid Section 34; thence N 00°27'28" E along the East line of the tract of land described in the aforesaid Missouri Warranty Deed, being also along the East line of the Fractional Southwest Quarter said Section 34, a distance of 114.29 feet to a point on the Southerly right-of-way line of aforesaid Vivion Road and being also the Northeast Corner of the tract of land described in said Missouri Warranty Deed; thence S 67°44'14" W along said Southerly right-of-way line, being also along a line 50 feet South of and parallel with the centerline of said Vivion Road and along the Northerly line of the tract of land described in said Missouri Warranty Deed, a distance of 179.27 feet to the Point of Beginning of the variable width strip of land to be herein described; thence continuing S 67°44'14" W along the last described course, a distance of 98.18 feet to a jog in said Southerly right-of-way line; thence N 22°15'46" W along a jog in said Southerly right-of-way line, being also along the Northerly line of the tract of land described in said Missouri Warranty Deed, a distance of 6.55 feet; thence S 68°44'02" W departing from the North line of the tract of land described in said Missouri Warranty Deed and the Southerly right-of-way line of said Vivion Road, a distance of 97.83; thence S 68°57'03" W, a distance of 82.55 feet to a point on the Southerly right-of-way line of said Vivion Road, said point being 40 feet South of the centerline of said Vivion Road as measured perpendicular to the centerline thereof and being also a point on the Northerly line of the tract of land described in said Missouri Warranty Deed; thence S 67°44'14" W along said Southerly right-of-way line, being along a line 40 feet South of and parallel with the centerline of said Vivion Road and along the Northerly line of the tract of land described in said Missouri Warranty Deed, a distance of 54.33 to the Northwest corner of the tract of land described in said Missouri Warranty Deed thence S 00°15'05" W along the West line of the tract of land described in said Missouri Warranty Deed, departing from said Southerly right-of-way line, a distance of 15.02 feet; thence N 67°45'01" E, departing from the West line of the tract of land described in said Missouri Warranty Deed, a distance of 188.01 feet; thence S 22°19'02" E, 40.07 feet; thence N 67°40'58" E perpendicular to the last described course, a distance of 100.00 feet; thence N 22°19'02" W perpendicular to the last described course, a distance of 18.83 feet; thence N 67°40'58" E perpendicular to the last described course, a distance of 50.68 feet; thence N 22°30'41" W, 25.02 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Missouri, P.L.S. No. 2005019220. MEC Corporate Certificate / License No. 2012009395.

Containing 8,433 square feet, more or less.

ALSO The Following Described Temporary Construction Easement

A tract of land lying South of and coincident with the Southerly right-of-way line of Vivion Road as now established, said tract of land being located in the City of Riverside, Platte County, Missouri and being a portion of the tract of land described as set forth in the Missouri Warranty Deed filed in the Office of the Recorder of Deeds for said County and State as Document No. 0015311 in Book 0977 at Page 0293 and being situated in the Fractional Southwest Quarter of Section 34, Township 51 North, Range 33 West. Said tract of land being now more particularly described as follows:

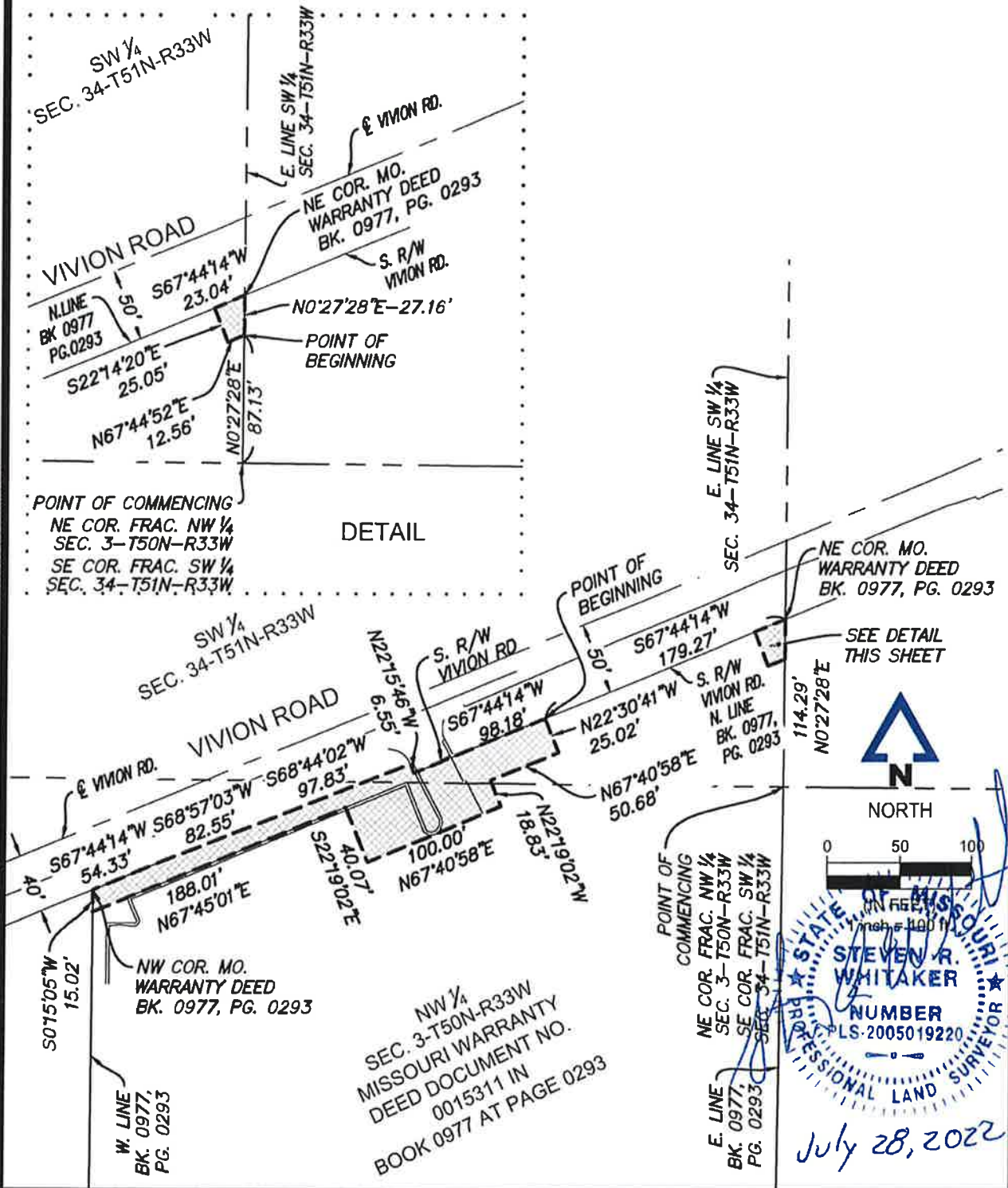
Commencing at the Southeast Corner of the Fractional Southwest Quarter of aforesaid Section 34, thence N 00°27'28" E along the East line of the tract of land described in aforesaid Missouri Warranty Deed, being also along the East line of the Fractional Southwest Quarter said Section 34, a distance of 87.13 feet to the Point of Beginning of the tract of land to be herein described; thence continuing N 00°27'28" E along the last described course, a distance of 27.16 feet to a point on the Southerly right-of-way line of aforesaid Vivion Road and being also the Northeast Corner of the tract of land described in said Missouri Warranty Deed; thence S 67°44'14" W along said Southerly right-of-way line, being along a line 50 feet South of and parallel with the centerline of said Vivion Road and along the Northerly line of the tract of land described in said Missouri Warranty Deed, a distance of 23.04 feet; thence S 22°14'20" E, departing from said Southerly right-of-way line and the Northerly line of the tract of land described in said Missouri Warranty Deed, a distance of 25.05 feet; thence N 67°44'52" E, 12.56 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Missouri, P.L.S. No. 2005019220. MEC Corporate Certificate / License No. 2012009395.

Containing 446\_square feet, more or less.

The basis of the bearings for each of these descriptions is the Missouri State Plane Coordinate System, NAD 83, West Zone.

# TEMPORARY CONSTRUCTION EASEMENT

DRAWING PATH: P:\201353-070\06-Drawings\Survey\201353-070 Esmt Exhibit.dwg PLOT DATE: 07/28/2022 12:19 PM PLOTTED BY: JUDY BURNETTE



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COA: 2012009395  
EXPIRES: XXXX, XXXX

NICH  
VIVION TRAILS  
EASEMENT  
KANSAS CITY  
MISSOURI  
201353-070  
JULY 17, 2022

ENGINEER M. EBLEN  
DRAWN BY J. BURNETTE  
SURVEYOR S. WHITAKER  
CREW CHIEF

SKETCH NO.  
EXH-02

---

**Recording Cover Sheet**

**Title of Document:** Trail Easement

**Date of Document:** October 30, 2023

**Grantor(s):** Nich Associates, L.L.C., a Missouri limited liability company  
1518 NW Vivion Rd  
Kansas City, MO 64118

**Grantee's Name  
and Address:** City of Riverside, Missouri  
2950 NW Vivion Road  
Riverside, Missouri 64150

**Legal Description:** See Exhibit A.

**After recording, please return to:**

City of Riverside  
Attn: Noel Bennion  
2950 NW Vivion Road  
Riverside, Missouri 64150

## TRAIL EASEMENT

THIS AGREEMENT, made this 30 day of October, 2023 by and between Nich Associates, L.L.C., a Missouri limited liability company, owner of the property herein described, hereinafter known as "Grantor", and the City of Riverside, Missouri, a municipal corporation, hereinafter known as "Grantee".

WITNESSETH, that the Grantor, in consideration of the sum of Seven Hundred Ninety-Four Dollars (\$794.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Trail Easement over, under and through the following described real estate being and situated in the County of Platte, and the State of Missouri, to-wit:

See Exhibit A.

### Grant of Easement for Trail Facilities

Grantee shall have the right to lay out, construct, develop, operate, maintain, identify, bridge, repair, remove or relocate a meandering trail path, to be located within the Trail Easement; to make topographical changes within the Trail Easement for the necessity and convenience of locating the trail and to protect the trail from erosion by the use of bridges, steps, water diversion structures or special trail surface covers or other appropriate measures; to post signs marking the trail footpath; to manage vegetation through selective planting or removal of trees or exotic or nuisance plant species, in order to maintain and enhance the scenic, natural and ecological value of the Trail Easement; mow, cut or remove soil, rock or vegetation; apply gravel, crushed stone, wood chips or paving, or other means of creating the trail surface (if any) and/or identifying the trail's path. These construction and maintenance activities may include vehicular use. Grantor shall not be responsible for maintaining the Trail Facilities and all areas within the Trail Easement.

### Grant of Easement for Public Access

Grantee shall have the right to make available to the public a perpetual easement and right-of-way over the Trail Easement and the right to use trail facilities for the purposes of walking, jogging, running, bicycling and like activities, but specifically excluding all motorized vehicles except i) as authorized by Grantee for maintenance, management, police and emergency purposes, or ii) power-driven mobility devices for use by persons who have mobility impairments. Grantee shall have the right to regulate public access to, and activities within, the Trail Easement, provided further that Grantee shall have the right to prohibit public access and use from time to time as deemed necessary by Grantee through the installation of gates or other obstructions, and to limit access by or exclude the public by appropriate means from any portion of the Trail Easement so long as such gates or other obstructions do not interfere with the right of ingress to and egress from Grantor's retail/business center to the south of the Easement.

### No Obstruction

Grantor shall not construct or place temporary or permanent buildings, gates, signage or other structures upon the Trail Easement or obstruct Grantee's right of passage on the trail within the Trail Easement Area without the City's consent, provided however, that nothing shall prohibit Grantor from otherwise developing Grantor's property in accordance with regular City development regulations nor shall Grantee's right of passage interfere with the right of ingress to and egress from Grantor's retail/business center to the south of the Easement.

Binding Covenant

The easement granted herein shall constitute an easement running with the land in perpetuity and shall burden the lands described above.

Termination

In the event that Grantee determines that the Trail Easement is no longer needed or desirable, Grantee may terminate said Easement by written release instrument duly signed by Grantee and fully acknowledged, and recorded in the land records of Platte County, Missouri. This Trail Easement may only be modified or amended by written instrument executed by the parties (or their successors in interest) and recorded in the land records of Platte County, Missouri.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed this 30 day of October, 2023

Nich Associates, L.L.C., a Missouri limited liability company

GRANTOR:



Printed Name: CHAD Campbell  
Grantor Name

CITY OF RIVERSIDE, MISSOURI:  
("GRANTEE")

By: \_\_\_\_\_

Printed Name: Kathleen L. Rose

Title: Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk



STATE OF MISSOURI )  
 ) ss.  
COUNTY OF CLAY )

ON THIS 30<sup>TH</sup> day of October, 2023, before me personally appeared Chad Campbell of Nich Associates, L.L.C., a Missouri limited liability company, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in CLAY County, the day and year last above written.

(SEAL)

Valorie Joan Guthrie

Printed Name: VALORIE JOAN GUTHRIE

Notary Public in and for said State  
Commissioned in CLAY County

My Commission Expires



STATE OF MISSOURI     )  
  ) ss:  
COUNTY OF PLATTE     )

ON THIS \_\_\_\_ day of \_\_\_\_\_, 202\_, before me, personally appeared the honorable Kathleen L. Rose to me personally known, who being by me duly sworn, did say that she is the Mayor of the City of Riverside, Missouri, a Missouri municipality, and that said instrument was signed on behalf of said City of Riverside, Missouri by authority of its Board of Aldermen, and Mayor Rose acknowledged said instrument to be the free act and deed of said City of Riverside, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in \_\_\_\_\_ County, the day and year last above written.

(SEAL)

\_\_\_\_\_  
Printed Name: Robin Kincaid  
Notary Public in and for said State  
Commissioned in Platte County

My Commission Expires: \_\_\_\_\_

### Exhibit A

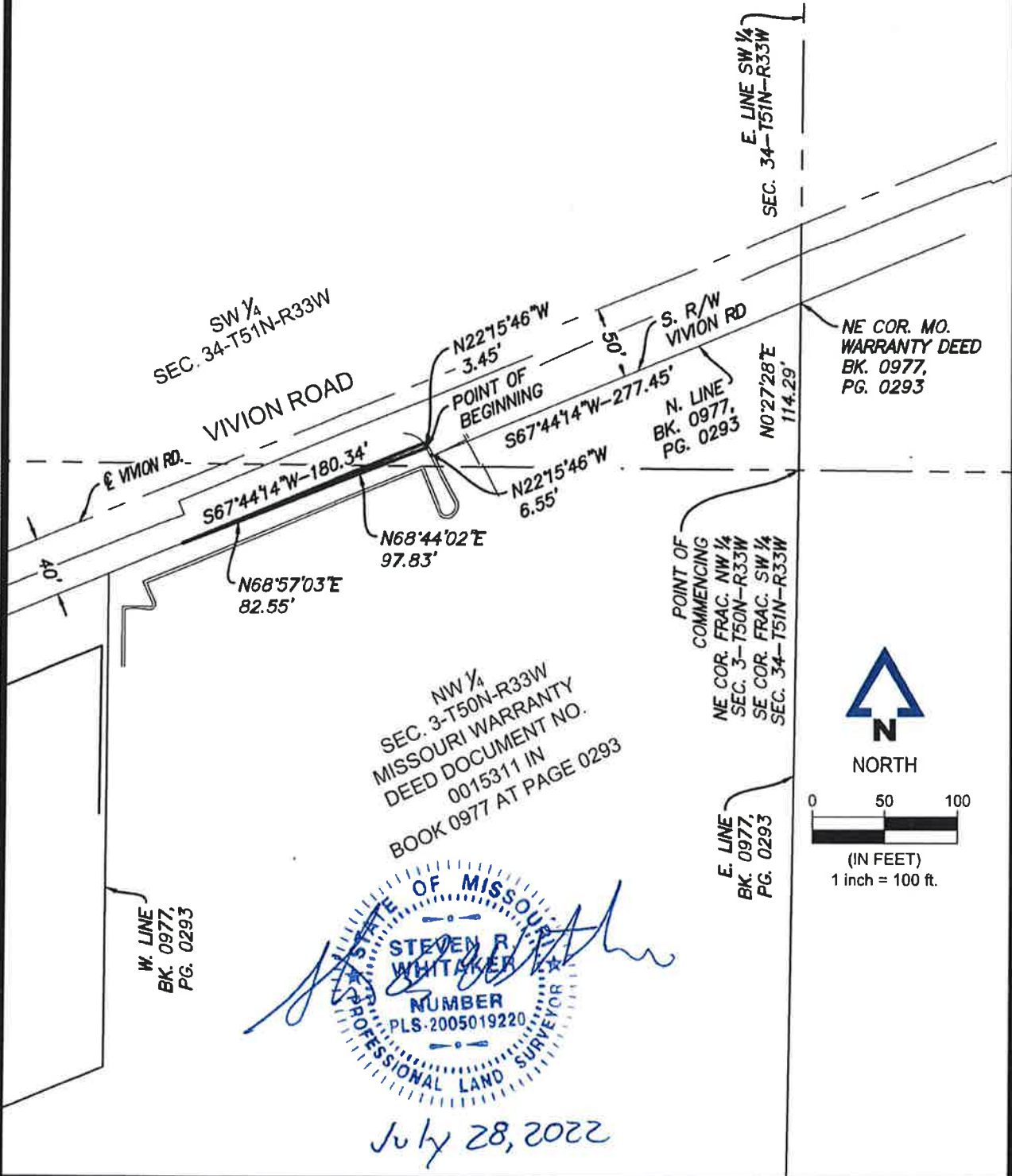
A variable width strip of land lying South of and coincident with the Southerly right-of-way line of Vivion Road as now established, said variable width strip of land being located in the City of Riverside, Platte County, Missouri and being a portion of the tract of land described as set forth in the Missouri Warranty Deed filed in the Office of the Recorder of Deeds for said County and State as Document No. 0015311 in Book 0977 at Page 0293 and being situated in the Fractional Southwest Quarter of Section 34, Township 51 North, Range 33 West and the Fractional Northwest Quarter of Section 3, Township 50 North, Range 33 West. Said variable width strip of land being now more particularly described as follows:

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Containing 326 square feet, more or less.

# PERMANENT TRAIL EASEMENT

DRAWING PATH: P:\201353-070\06-Drawings\Survey\201353-070 Esmt Exhibit.dwg PLOT DATE: 07/28/2022 12:19 PM PLOTTED BY: JUDY BURNETTE



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VIVION TRAILS  
EASEMENT  
KANSAS CITY  
MISSOURI  
201353-070  
JULY 17, 2022

ENGINEER  
M.EBLEN  
SURVEYOR  
S.WHITAKER

DRAWN BY  
J.BURNETTE  
CREW CHIEF

SKETCH NO.  
**EXH-01**

**AN ORDINANCE AUTHORIZING AND APPROVING A SECOND AMENDED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RIVERSIDE MISSOURI, KC WFC TRAINING, LLC, AND BALLARD CAPITAL, LLC, AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS RELATED THERETO.**

**WHEREAS**, the **CITY OF RIVERSIDE, MISSOURI** ("City"), and **KC WFC TRAINING, LLC**, a Kansas limited liability company ("KC WFC") and **BALLARD CAPITAL, LLC**, (f/k/a ACFC, LLC), a Kansas limited liability company ("Ballard"), (KC WFC and BALLARD are collectively referred to as the "Developers"), (the City, KC WFC and BALLARD are collectively referred to as the "Parties"), desire to enter into a Second Amended Development Agreement (the "Second Amended Development Agreement"), attached hereto as **Exhibit A**, and incorporated herein; and

**WHEREAS**, pursuant to Ordinance 1797, Developers and City entered into that certain Development Agreement dated September 17, 2021 (the "Development Agreement") for certain property as described therein (the "Property"); and

**WHEREAS**, due to market conditions and demands the order of the commercial development needs to be amended to allow for an earlier commencement of lodging construction and a delayed construction commencement of retail food and beverage facilities; and

**WHEREAS**, the Board of Aldermen find that the Second Amended Development Agreement, attached hereto as **Exhibit A**, and incorporated herein, recommended by City Staff and agreed to by the Developers, fulfills a public purpose and will further the growth of the City, facilitate the development of Riverside, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, increase the sales tax revenues realized by the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the Redevelopment Area, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers; and, has authorized the City to enter into this IIA with the Developers.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN AS FOLLOWS:**

**SECTION 1 – APPROVAL OF THE AMENDED DEVELOPMENT AGREEMENT.** The Second Amended Development Agreement is found to be in the best interests of the City and the orderly and lawful economic development of the City and is hereby approved in substantially the form as is attached hereto as **Exhibit A** and incorporated herein.

**SECTION 2 – AUTHORITY GRANTED.** The Mayor is authorized to execute and deliver the Amended Development Agreement in substantially the form attached hereto as **Exhibit A** respectively. The Mayor, the City Administrator, and other appropriate officers, agents and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Amended Development Agreement and the Amended Infrastructure Improvement Agreement.

**SECTION 3 – EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon and after its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and APPROVED by the Mayor of the City of Riverside, Missouri, this 7<sup>th</sup> day of November 2023.

---

Kathleen L. Rose, Mayor

ATTEST:

---

Robin Kincaid, City Clerk

Approved as to form:

---

Spencer Fane LLP,  
Special Counsel to the City  
by Joe Bednar

**EXHIBIT A**  
**SECOND AMENDED DEVELOPMENT AGREEMENT**

**SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

**Between the**

**CITY OF RIVERSIDE, MISSOURI**

**And**

**KC WFC TRAINING, LLC**

**And**

**BALLARD CAPITAL, LLC (f/k/a ACFC, LLC)**

---

**Dated as of**

**November \_\_, 2023**

**In connection with the development of the**

**SOCCER COMPLEX DEVELOPMENT**



## SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

**THIS SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into as of November \_\_, 2023, (“Effective Date”), by and between the **CITY OF RIVERSIDE, MISSOURI**, a city and political subdivision duly organized and existing under the Constitution and laws of the State of Missouri, and **KC WFC TRAINING, LLC**, a Kansas limited liability company (“KC WFC”) and **BALLARD CAPITAL, LLC** (f/k/a **ACFC, LLC**), a Kansas limited liability company (“Ballard”), (KC WFC and Ballard collectively the “Developers”). The City, KC WFC, and Ballard collectively are hereinafter referred to as the “Parties.” (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them **Exhibit A** of this Agreement.)

### RECITALS

WHEREAS, the City of Riverside adopted the L-385 Levee Redevelopment Plan (“L-385 Plan”), which includes developable property known as “Riverside Horizons”; and

WHEREAS, the City has been working since the time of the adoption of the L-385 Plan to develop the Riverside Horizons for the benefit of the citizens of the City of Riverside; and

WHEREAS, the City finished an extensive community-wide master planning process that included the Riverside Horizons and was a combination of economic analysis, land use, infrastructure planning and financing, design principles and guidelines, and community input; and

WHEREAS, representatives of the Developers submitted to the City a redevelopment proposal; and

WHEREAS, Developers proposed to purchase approximately fifty-one (51) acres of land and an option to acquire an additional twenty-five (25) acres located on the east side of Horizon Parkway in Riverside, Missouri, (the “Property”) as depicted on the site illustration attached hereto as **Amended Exhibit B** (the “Development Proposal”), attached hereto and incorporated herein, (the “Purchase”); and

WHEREAS, Developers proposed to purchase the Property to develop and use it for the construction and operation of a youth soccer operation for training and tournaments (“Youth Training”), a headquarters and training facility (the “Headquarters”) for a professional women’s soccer franchise known as the Kansas City Current, (the Youth Training and Headquarters collectively referred to as the “Soccer Complex”) and associated commercial use (the “Commercial”); and

WHEREAS, Developers shall commence construction on the Headquarters operation within forty-five (45) days of execution of this Agreement for the development of the Property; and

WHEREAS, Developers shall commence construction on the Youth Training operation within one (1) year of execution of this Agreement; and

WHEREAS, the City desires to develop the approximately seventy-six (76) acres generally bounded by Horizons Parkway on the west, Interstate 635 on the south and east and the north line of Water Street on the north (“Site” as proposed by Developers); and

WHEREAS, The Board of Aldermen have determined that the development of the Site as provided for in this Agreement, fulfills a public purpose and will further the growth of the City, facilitate the development of Riverside, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, increase the sales tax revenues realized by the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the Redevelopment Area, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers; and

WHEREAS, the Parties desire to set forth the terms and conditions of development of the Site.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE I**

#### **DEFINITIONS AND RECITALS**

**1.1. Definitions.** As used in this Agreement, certain words and terms shall have the meanings, as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

**1.2. Recitals Incorporated Herein.** The Recitals set forth above in this Agreement are incorporated into and made a part of this Agreement as if fully set forth in this Section 1.2.

**1.3. Exhibits Incorporated.** The Exhibits to the Original Agreement are incorporated into and made a part of this Agreement as if fully set forth in this Section 1.3.

As Projects are approved and development proceeds which results in an amendment or alteration of a particular Exhibit or the boundaries of an Exhibit, that Exhibit can be replaced with an Amended Exhibit to replace the Original Exhibit to the Original Development Agreement. The Amended Exhibit shall be dated and contain the Ordinance Number which caused the amendment and/or alteration.

### **ARTICLE II**

#### **DEVELOPERS DESIGNATION AND AMENDMENT OF PLAN**

**2.1. Developers Designation.** The City hereby designates KC WFC and Ballard, as the Developers of the Site to perform or cause the performance of the Development Proposal, illustrated, and depicted within **Amended Exhibit B**, attached hereto and incorporated herein, in accordance with this Agreement and all required Governmental Approvals.

(a) To the extent of any inconsistency among the foregoing, the Parties agree that the more restrictive document shall govern so long as such more restrictive document does not constitute a change to the Redevelopment Plan or any Redevelopment Project as would, as determined by the Board of Aldermen, require further Hearing pursuant to the *Real Property Tax Increment Allocation Redevelopment Act*, §§99.800 to 99.865 RSMo (“TIF Act”).

**2.2. Amendment of L-385 Plan and PD Zoning Plan.** The City agrees to prepare and process, as the City determines necessary, any amendment to the L-385 Plan to accommodate the development of the Development Plan for submission to the Board of Aldermen for their approval. The City further agrees to process, as the City in its sole discretion determines necessary, any amendment to the existing PD Ordinance, the approved zoning plan for the Property, to include the Development Plan for submission to the Board for their approval. The City shall advise the Developer of any proposed amendment contemplated by this section prior to adoption by the Board. In the event such proposed amendment will materially impact the Soccer Complex Development, City shall coordinate with Developer to minimize such impact.

**2.3. Market Development Plan.** The City recognizes that Developers will market the uses as identified in the Development Proposal and agree that, dependent upon market response, it may be necessary to refine and revise (including revisions to mix of uses and the time schedule for construction and completion of the project) the Development Proposals and Development Plans to accommodate the market as set forth in this Agreement

**2.4. Land Sale Rights.** The Parties acknowledge and agree that the City’s right to sell any portion(s) of the City owned property in Riverside Horizons, other than Parcels A, B, C, and D (“Soccer Complex Site”) and Parcels E, F and G (“Commercial Site”), as each such Parcel is illustrated and depicted within **Amended Exhibit B**, to Developers or to any other party as the City may determine, is in the City’s sole and absolute discretion.

**2.5 Plat.** The Parties acknowledge that the City is completing a plat (the “Plat”) of the Overall Project. The Seller shall, within forty-five (45) days after Closing the sale on Parcel A, record the Plat for the Overall Project in the form reasonably approved by Developer. Developer agrees to reasonably cooperate and execute further documentation necessary to record the Plat.

**2.6 Existing Declaration.** The Parties acknowledge that certain Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Horizons Business Park/Planned Development District dated February 13, 2012, recorded as Instrument No. 2012003468 in the Official Records of Platte County, Missouri (the “Existing Declaration”), currently impacts certain Parcels in the Soccer Complex Development. At each applicable PSA Closing, City shall release such Parcel subject to the PSA from the Existing Declaration. Within thirty (30) days of the Effective Date hereof, the City shall enter into a commercially reasonable shared maintenance agreement with the Developer regarding the roundabout located adjacent to Parcel A.

**2.7 Financing and Cooperation Agreement.** The Parties acknowledge Financing and Cooperation Agreement dated May 1, 2007, by and between City of Riverside, Missouri and The Industrial Development Authority of the City of Riverside, Missouri as Grantors to UMB Bank, N.A., as Trustee, recorded May 9, 2007, as Instrument No. 2007 007219 in Book 1103 at Page 315

(the “Financing Agreement”) is recorded against certain Parcels in the Soccer Complex Development. Within thirty (30) days of the Effective Date, the City shall cause the Financing Agreement to be removed from title from any Parcel in the Soccer Complex Development.

**2.8 Chapter 100 Financing.** The Parties intent upon approval of the Board of Aldermen to enter into certain transactions authorized and pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended and Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended (collectively, the “Act”), through the issuance by the City of taxable industrial development revenue bonds in an aggregate principal amount not to exceed \$9,342,000 (the “Bonds”) to be utilized to finance the design and construction of improvements for Soccer Complex Phase II as provided for in this Agreement, the related Parcel B Purchase and Sale Agreement and the Parcel B Amended and Restated Infrastructure Improvement Agreement.

**2.9 City Obligations Pursuant to Chapter 100 Transactions.** The Parties obligations pursuant to the issuance of the Bonds are delineated within the Bond Documents. The City’s funding obligations are described in said documents including, but not limited to, Section 4.4 of the Lease Agreement that is included as a Bond Document.

## ARTICLE III

### KC WFC AND BALLARD PROJECT DEVELOPMENT PLAN

**3.1. Undertaking of Developers.** Developers hereby agree, subject to the terms and conditions hereinafter provided, to develop, construct, complete a Youth Training, Headquarters and Commercial complex (the Youth Training, Headquarters and Commercial collectively referred to as the “Soccer Complex Development”).

**3.2. Source of Funds.** The Soccer Complex Development required by this Article III shall be funded by Developers and through the issuance by the City of taxable industrial development revenue bonds in an aggregate principal amount not to exceed \$9,342,000 (the “Bonds”) to be utilized to finance the design and construction of improvements for Soccer Complex Phase II as provided for in this Agreement, the related Parcel B Purchase and Sale Agreement and the Parcel B Amended and Restated Infrastructure Improvement Agreement. The Bonds will be issued pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended and Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended (collectively, the “Act”).

**3.3. Soccer Complex Development.** The Soccer Complex Development shall be developed, constructed and completed on the Soccer Complex Site in substantial accordance and compliance with the terms and conditions of this Agreement and the subsequent PSAs (as defined below) and IIA (as defined below) that will be executed by the Parties.

**3.4. Soccer Complex Phases and Parcels.** The Soccer Complex Development shall be developed, designed, and constructed by the Developers in phases (each a “Soccer Complex Phase” or collectively “Soccer Complex Phases”) and by land Parcels A, B, C and D to include those components more specifically described in the respective Development Plan for each Parcel, but the Soccer Complex Phases and Parcel development shall generally be as follows:

(a) **Soccer Complex Phase 1, Parcel A:** The first Soccer Complex Phase of the Soccer Complex Development (“Soccer Complex Phase 1”) shall consist of the Development Plan approved by the Board of Aldermen on September 15, 2021, and may include additional buildings or uses including, but not limited to, a medical office;

(b) **Soccer Complex Phase 2, Parcel B:** The second Soccer Complex Phase of the Soccer Complex Development (“Soccer Complex Phase 2”) shall consist of an Academy Building, four (4) soccer pitches, extensions of NW Teal Way Rising and two (2) parking lots consistent with the Development Proposal and the Amended and Restated Youth Soccer Complex Term Sheet with an effective date of May10, 2023;

(c) **Soccer Complex Phase 3, Parcel C:** The third Soccer Complex Phase of the Soccer Complex Development (“Soccer Complex Phase 3”) shall consist of six (6) soccer pitches and one (1) parking lot consistent with the Development Proposal; and

(d) **Soccer Complex 4, Parcel D:** The fourth Soccer Complex Phase of the Soccer Complex Development (“Soccer Complex Phase 4”) shall consist of yet undetermined uses.

**3.5. Development Plan Amendment.** After City has granted approval to the Development Plan, it shall not be materially amended or modified without the prior written consent of the City as authorized by the Board of Aldermen.

**3.6. Standards.** The Soccer Complex Development to be constructed within each Soccer Phase shall meet the design, architecture, signage, parking, and landscape standards attached as provided for in the Original Development Agreement’s **Exhibit D**, attached thereto, and incorporated herein pursuant to Section 1.3 of this Agreement, and in accordance with the City Code.

**3.7. Developers Report.** On an annual basis through the end of the term of the Agreement as set forth in Section 7.1 (or commercial development option as set forth in Section 3.10), prior to April 30 of each year, Developers shall provide to the City a written report substantially similar to that attached as Original Development Agreement’s **Exhibit E**, attached thereto and incorporated herein pursuant to Section 1.3 of this Agreement. If such update is not provided to the City by April 30, the City shall provide notice to the Developers that such report has not been received. In the event Developers fail to provide a written plan, the Developers shall then have thirty (30) days to cure.

**3.8. Construction Plans.** Construction plans for the Soccer Complex Development shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri. The construction plans and all construction practices and procedures with respect to the Soccer Complex Development shall be in conformity with all Laws and Requirements and shall be submitted to the City for approval.

**3.9. Improvements.** The City and Developers hereby understand and agree that within each Soccer Complex Phase time is of the essence, the City shall require from the Developers completion of two (2) soccer pitches that shall, subject to Force Majeure delays, at a minimum, be designed, constructed, developed and completed in the first phase of Soccer Complex Phase 1

within twelve (12) months of the execution of this Agreement; provided, however, if Developer fails to construct such soccer pitches in such twelve (12) month period, Developer shall have ninety (90) days to cure the same after written notice from City.

**3.10. Governmental Approvals.**

(a) Developers shall, at Developers' sole cost and expense, obtain all Governmental Approvals needed for the Soccer Complex Development. The City agrees to employ all reasonable efforts to cooperate with the Developers and shall expedite all applications for the Governmental Approvals as received, all in accordance with all Laws and Requirements.

(b) Simultaneously with any subdivision, lot split or plat of any part of the Soccer Complex Development, the City and Developers allocate, on a per square foot basis, the total benefits assessed by the Levee District against such portion of the Soccer Complex Development being subdivided, split or platted against the individual tracts or lots existing after such subdivision, lot split or plat; provided, however, no benefits shall be allocated to or assessed against any rights-of-ways held by or on behalf of any governmental entity (however, the City park as depicted in **Amended Exhibit B** (the "City Park"), shall be subject to the allocation of any assessments). The parties shall enter into and record an Agreement Allocating Benefits for Levee District Tax Assessments Relating to the Riverside Quindaro Bend Levee District of Platte County, Missouri, substantially in the form attached to the Original Development Agreement's **Exhibit C** (the "Levee Allocation Agreement"), attached thereto and incorporated herein pursuant to Section 1.3 of this Agreement, upon agreement on such Levee District assessment allocations for each Parcel purchased by Developer.

**3.11. Substantial Completion.** The City shall conduct any and all inspections required to be satisfactorily completed in accordance with the City Code, prior to the issuance of any final permits and approval of improvements.

**3.12. Soccer Complex Site – Purchase and Sale Agreements.** The Parties shall execute a Purchase and Sale Agreement ("PSA") substantially similar to the Original Development Agreement's **Exhibit F**, attached thereto and incorporated herein pursuant to Section 1.3 of this Agreement, when either of the Developers acquire a parcel within the Soccer Complex Site. The Parcels within the Soccer Complex Site shall be purchased at a price of \$1.25 per sq. ft., in the following order ("Soccer Phase") for the following purposes:

(a) **(Soccer Phase I: Headquarters and Training Facility,** within thirty (30) days of the execution of this Agreement KC WFC, shall execute a PSA for the purchase from the City of +/- 12 acres of Parcel A as illustrated within **Amended Exhibit B** to this Agreement;

(b) **Soccer Phase II: Youth Training,** within 9 months of the execution of this Agreement Ballard shall execute a PSA for the purchase from the City of +/- 13 acres of Parcel B, as illustrated within **Amended Exhibit B** to this Agreement;

(c) **Soccer Phase III: Youth Training**, Ballard shall execute a PSA for the purchase from the City of +/- 18 acres of Parcel C, as illustrated within **Amended Exhibit B** to this Agreement no later than December 31, 2023; and

(d) **Soccer Phase IV: Youth Training**, Ballard shall execute a PSA for the purchase from the City of +/- 7 acres of Parcel D, as illustrated within **Amended Exhibit B** to this Agreement, no later than September 30, 2024.

**3.13. Soccer Complex Site – Land Price.** The Soccer Complex Site, +/- fifty (50) acres, shall be purchased by Developers from the City for a price of \$1.25 per sq. ft. for such land dedicated to Youth Training and Headquarter usage. For purposes of acquisition price, acreage does not include lake, public parks, trails, and public roads.

**3.14. Commercial Development.** Ballard shall have the option to purchase Parcels E, F and G, as those Parcels are illustrated and depicted within **Amended Exhibit B** to this Agreement, but said option expires on December 31, 2023, unless Ballard purchases at least three (3) acres within Parcels E, F or G, prior to December 31, 2023, at which point said option shall be extended up to, and including, December 31, 2024. In Phase I of the Commercial Project Ballard shall purchase Parcel E and develop as follows:

- (a) **Retail Food & Beverage:** (i) One +/- 5,000 sq. ft. drive-thru (“1<sup>st</sup> F&B”) (ii) One +/- 5,000 sq. ft. drive-thru or casual dining restaurant (“2<sup>nd</sup> F&B”)

Construction Commences: No later than December 31, 2024

Construction Completion: 1<sup>st</sup> F&B - September 30, 2025

2<sup>nd</sup> F&B - December 31, 2025

- (b) **Lodging** 170-200 keys hotel or as otherwise agreed to in writing by the Developer & City

Construction Commences: No later than May 30, 2024

Construction Completion: No later than October 31, 2025

- (c) **F&B Kiosk** Smaller format F&B kiosk adjacent to pond that would operate in conjunction with Youth Soccer Complex

**3.15. Commercial Development – Land Price.** Ballard shall have the option to purchase all, or a portion of said Parcels E, F and G for \$3.50 per square foot for the first ten (10) acres, and for \$4.50 per square foot for any additional land dedicated to Commercial usage. For purposes of acquisition price, acreage does not include lake, public parks, trails, and public roads.

**3.16. Commercial Land Price & Conditions– Soccer Complex Site.** If any portion of the Soccer Complex Site is not utilized for Youth Operations or Headquarters during the Term, the Developer shall pay to the City the price difference between the applicable commercial price provided for in Section 3.15 above, and the Soccer Complex Site price provided for in Section 3.13 above within five (5) days of the Board of Aldermen’s approval of the new development plan

submitted for the Board's approval (the "Condition Subsequent"). All deeds for the Soccer Complex Site granted pursuant to each PSA shall contain the Condition Subsequent.

**3.17. Land Sale Reporting Requirements.** During the Term hereof, Developers shall notify the City in writing of any sale of a Parcel in the Soccer Complex Development or any interest therein (a "Subsequent Land Sale") not less than ten (10) days prior to Closing of such Subsequent Land Sale. Said notice shall identify the:

(a) Parcel in the Soccer Complex Development sold, transferred, or otherwise disposed, including the total acreage;

(b) Subsequent Land Sale purchase price, including the total purchase price and the purchase price per square foot; and

(c) Name and address of the person or entity so acquiring any or all of the applicable Parcel in the Soccer Complex Development.

## ARTICLE IV

### IMPROVEMENTS - FINANCING – SOURCE OF FUNDS

**4.1. Infrastructure Improvements.** The planning, scope, and content of the Soccer Complex public infrastructure improvements to be constructed within each Soccer Complex Phase ("Infrastructure Improvements") has not yet been finalized. Therefore, before proceeding with any Soccer Complex Phase, the Parties shall enter into an Infrastructure Improvement Agreement ("IIA") to define in detail the Infrastructure Improvements to be designed, constructed, developed, completed, and operated by the City and the Developers for that particular Soccer Complex Phase in connection with such Soccer Complex Phase. The performance of all activities by Developers hereunder shall be as an independent contractor and not as an agent of the City, except as otherwise specifically provided herein.

**4.2. Infrastructure Improvement Agreements.** The Parties hereby agree, subject to the terms and conditions hereinafter provided, and more particularly described within the IIA, in substantially the same form as that attached to the Original Development Agreement as **Exhibit G**, attached thereto and incorporated herein pursuant to Section 1.3 of this Agreement, to construct and complete the certain public infrastructure and other public improvements ("Infrastructure Project") for each Phase as follows:

(a) **Soccer Complex Phase I: Headquarters and Training Facility**, the City has installed water, sewer, gas and electric utility lines to the western border of the Parcel A, as illustrated within **Amended Exhibit B-1**, at which point any additional service extensions necessary on the Property to serve Soccer Phase I of the Development will be done at the Developer's expense. The City shall not be required to build any further infrastructure in or around Parcel A;

(b) **Soccer Complex Phases II, III and IV: Youth Training:** the final allocation of duties and obligations in regard to construction and funding of specific public



infrastructure will be finalized at the time the PSA for each Soccer Phase is executed and included as an Exhibit to and incorporated in the relevant PSA and IIA.

**4.3. Infrastructure Issues.** As provided for in Section 4.1 of this Agreement, the specific duties, and obligations as to specific components of the Infrastructure Improvements shall be included within the respective IIA executed at the time the PSA for each Soccer Phase is executed, and which will be attached thereto, and incorporated therein. Such subsequent IIA shall include and address the following infrastructure issues and shall generally be as follows:

(a) **Public Streets.** Certain public streets may be installed and constructed (“Street Infrastructure Construction”) by Developer in accordance and compliance with the City Code, and as currently planned, depicted and illustrated within **Amended Exhibit B**, at the time of construction of the Vertical Improvements of each parcel except for Parcel A. Upon Developer’s completion of Street Infrastructure Construction, and subject to a finding by the City Engineer after inspection of the Street Infrastructure Construction of compliance with the City Code, the City shall accept and maintain such streets that are in accordance with the City Code.

(i) The City shall establish, solely at the City’s cost, a secondary vehicular access point no later than the completion of construction of the Vertical Improvements of Parcel B by the Developer; and

(ii) The City shall establish, solely at the City’s cost, a third vehicular access point, to be completed no later than the completion construction of the Vertical Improvements of Parcel C by the Developer, or as otherwise required by the IIA.

(b) **Landscaping/Streetscaping.** The City shall, solely at the City’s cost, install trees to shield site from warehouses as illustrated within **Amended Exhibit B-2** to this Agreement to be completed simultaneously or no later than the completion of construction of the Vertical Improvements of Parcel B by the Developer.

(c) **Public Park Amenities.** The City shall construct, solely at the City’s cost, a public park with amenities to be detailed in the IIA executed and attached to and incorporated in the PSA for Soccer Phase III of the Development Proposal, and to include, solely at the City’s cost, connection(s) to trails and bike paths to be completed no later than the completion of construction of the Vertical Improvements of Parcel C by the Developer.

(d) **Parking Lot.** The City shall construct a public parking lot (the “City Parking Lot”), solely at the City’s cost, within Parcel B as illustrated and depicted within **Amended Exhibit B**, and as more specifically provided for in the IIA for Parcel B to support the parking needs of public park land to be completed no later than completion of the construction of the Vertical Improvements of Parcel B by the Developer. The Developer shall maintain the City Parking Lot, provided that the public street running through the City Parking Lot shall be maintained by the City. The City shall construct the City Parking Lot of 416 spaces (or more or less if agreed upon in writing by the Parties and included within the appropriate IIA) at an agreed upon location in accordance with the City Code as provided for by the IIA executed for Parcel C.

**4.4. Infrastructure Improvement Agreement - Terms.** The Parties hereby agree that the work required to satisfy the Public Infrastructure obligations of the IIA shall be completed within the timeframe proscribed by the respective IIA.

**4.5. Modification or Amendment.** The IIA shall not be amended or modified without the prior written consent of the Board of Aldermen as reflected in a duly adopted lawful Ordinance, which consent shall not be unreasonably withheld or delayed, and full compliance with all Laws and Requirements.

**4.6 Funding.**The City may utilize the authority and power granted by Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”) to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industries, warehousing and industrial development purposes upon such terms and conditions as the City deem advisable. The Parties are authorized pursuant to the Act and this Agreement to enter into and execute such other agreements (“Bond Documents”) necessary to effectuate the purpose of the Act and this Agreement, and subsequent respective PSA’s and IIA’s for each phase of the Soccer Complex Development.

## **ARTICLE V**

### **PROJECT CONSTRUCTION IMPLEMENTATION**

**5.1. Design Professionals.** Unless otherwise provided for within the Infrastructure Improvement Agreement executed for each specific Phase pursuant to and in conjunction with each Phases respective Purchase and Sale Agreement, Developers shall select such architects, engineers and other design professionals and consultants as are necessary to provide construction documents and construction oversight services for the construction of the Street Infrastructure Construction to be designed, constructed and completed by Developers in, on or about the Soccer Complex Development pursuant to the IIA executed for each specific Phase pursuant to and in conjunction with each Phases respective Purchase and Sale Agreement. Unless otherwise provided for within the Infrastructure Improvement Agreement executed for each specific Phase pursuant to and in conjunction with each Phases respective Purchase and Sale Agreement, all agreements respecting architectural and engineering services shall be between Developers and such persons, and a copy of each such agreement shall be timely provided to the City upon a request for the same. Developers have selected Olsson & Associates as the principal engineer for the Infrastructure Improvements (the “Principal Engineer”). If not a party to an agreement to provide services in accordance with this Section 5.1, the City shall be named as a specific third-party beneficiary on any agreements to provide services in accordance with this Section 5.1.

**5.2. Permits and Reviews.** The Developers or their General Contractor shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required; and that nothing herein shall be construed as any release by the City of the responsibility of Developers to comply with, and satisfy the requirements of, all Laws and Requirements. The City and Developer shall employ all reasonable efforts to cooperate with each other in order to

expedite any permits, zoning changes, entitlements, and approvals requested by Buyer in connection with the Property.

## ARTICLE VI

### MARKETING, PURCHASE AND SALE

**6.1. Development Use Restrictions.** Developers hereby understand and agree that the nature of the Headquarters and public infrastructure and park components of the Soccer Complex Site are critical to the approval of this Agreement and shall be subject to the use restrictions mutually agreed to between the Parties. At the time, the Soccer Complex Site is platted, Developers and the City shall execute a document which shall memorialize the restrictions set forth in this Section and record the same against the Soccer Complex Site.

**6.2. Purchase of Property.** The Developers and City shall enter into a PSA vesting Developers with the right to purchase all or a portion of the Soccer Complex Development subject to the satisfaction of the contingencies to closing described in Section 6.3 below.

**6.3. Conditions to Closing Each Soccer Complex Phase.**

(a) Not less than thirty (30) days prior to Closing, Developers shall provide a written notice to City identifying the parcel of the Soccer Complex Development to be closed upon consistent with Section 6.2 above and identify the developing party (“Closing Notice”). It shall be the responsibility of City to provide the legal description for such parcel subject to the Closing Notice.

(b) The City’s obligation to close the sale of the Soccer Complex Development which will be developed by Developers, or a Developers Affiliate is conditioned upon satisfaction of each of the following conditions by Developers at or prior to the Closing Date under the applicable PSA, or such earlier date as is specified with respect to a particular condition:

(i) None of the representations and warranties of the Developers set forth in Section 11.2 herein shall be untrue or incorrect in any material respect;

(ii) The Developers shall not be in default of any its covenants, agreements, promises and obligations under this Agreement;

(iii) The Soccer Complex Phase which shall comply with the design criteria no later than ten (10) days prior to Closing; and

(iv) Parcel(s) to be purchased by Developers as described in the Closing Notice shall have been platted in accordance with applicable state and municipal law by City.

In cases where the Soccer Complex Site will be purchased and/or developed by an independent third party, the City and Developers agree that the City’s obligation to close the sale of such property is conditioned upon the independent third party’s satisfaction of the same terms and

conditions of this Agreement to which the Developers are obligated, unless otherwise agreed to in writing by the Parties and the independent third party.

**6.4. Covenant to Commence and Complete Construction.**

(a) The Developers covenants to commence, and diligently pursue, construction of Vertical Improvements on each Parcel upon which by Developers, or a Developers Affiliate, purchases from the City in the Soccer Complex Development within one (1) year of the applicable transfer of such Parcel to Developer, subject to Force Majeure delays.

(b) The conveyance of Parcels B and C as identified illustrate and depicted within **Amended Exhibit B**, shall be subject to a reversionary interest in the event that Developer fails to timely commence construction within (1) year of purchasing such parcel; provided, however, that in the event City exercises such reversionary right, City shall reimburse Developer for the purchase price for such Parcel. Developer shall diligently pursue all construction to completion.

**6.5. Taxes/Incentives/Levee District Assessments/Prorations at Closing.**

(a) Developers shall pay all taxes and assessments levied on the purchased property after the applicable Closing. As an incentive for the Developer's execution of its duties and responsibilities delineated in Article III and IV of this Agreement, through tax year 2028, the Developer shall receive a payment from the City equal to the greater of (i) sixty percent (60%) of the total ad valorem property taxes (excluding special assessments) or PILOTS paid on the Soccer Complex or (ii) the amount of the total ad valorem property taxes (excluding special assessments) or PILOTS paid on the Soccer Complex over \$40,000 per year growing at a rate of two (2) percent per year on the Soccer Complex. City will work with Developer to properly characterize the Soccer Complex Site to minimize property tax exposure.

(b) Developers acknowledge that the Soccer Complex Development is subject to annual special assessments and taxes by the Levee District. The amount of taxes and assessments attributable to each tract of land is determined based upon the benefits assessed against such tract on the records of the Levee District. Developers acknowledge and agree that all such special assessments and taxes shall be imposed against each Soccer Complex Development acquired by Developers and no portion of any special assessment or tax shall be levied against any right-of-way or easement obtained or reserved, now or in the future, by the City. This Section shall survive Closing and termination of this Agreement.

(c) The City shall be responsible for all real estate taxes and special assessments due and payable for years prior to the year in which applicable Closing occurs and for the then current year to the extent then billed, provided, however, that taxes and assessments for the tax period in which a Closing occurs shall be prorated, with the City, as applicable, being responsible for the period through the day preceding Closing, and the Developers responsible for the period commencing on the date of Closing, in all cases in accordance with the applicable PSA. If not yet billed, Developers shall be responsible for all taxes and special assessments due and owing for the year in which a Closing occurs, subject to proration as provided above at Closing. In the event taxes and assessments for the tax period in which a

Closing occurs are not available at the applicable Closing Date, then they shall be presumed to be the same as those for the last preceding tax period for which the amount of taxes and assessments is known; provided, at such time as the actual taxes and assessments become known after such Closing Date, the parties shall re-prorate such amounts and remit payment as is appropriate.

#### **6.6. Developers Waiver of Due Diligence.**

The Developers acknowledges that Developer's engineers are familiar with the Soccer Complex Site. Further, Developers acknowledges that Developers are aware of the condition of the L-385 Levee Project. If there is a need for future repairs, Developers understand that the costs of any future repairs to the Levee Project, if needed as determined by the Corps of Engineers, may be assessed against the property owners within the District, including the Developers. Developers waive any claim against the City with respect to the Levee Project and Developers agree to close on the purchase of each Soccer Complex Development without regard to the status of the Levee Project. It is acknowledged and agreed that at closing and recordation of any particular tract within the Soccer Complex Development, the City makes no warranties or representations as to the real property transferred, express or implied, and Developers shall accept and acquire each Soccer Complex Site "AS IS, WHERE IS" without representation or warranty from the City of any kind, except as expressly set forth herein or in each applicable PSA.

Developers may make such inspections of and testing on the Property to determine that the Property as to which Developers are contemplating giving a Closing Notice is suitable for Developers' purposes in all respects, including, without limitation, obtaining a survey or surveys, investigation of flood plain and drainage conditions; underground geologic conditions; environmental conditions; zoning, availability of electric, natural gas, water, sanitary sewer, storm drainage, telephone, cable television, internet and other utilities, for construction of Developers' planned development of the Land. Developers may perform any due diligence as provided in the applicable PSA. City hereby grants to Developers the right to enter upon the Soccer Complex Development to make inspections thereof or for other purposes incident to Developers' requirements relative to the acquisition and use of the any of the Soccer Complex Development. Developers hereby indemnify the City against and agrees to defend and hold City harmless from all claims, costs, expenses, injuries, accidents or damage, and shall repair any physical damage, to or on the Soccer Complex Development caused by Developers or Developers' inspecting agents or contractors during Developers' inspections, which obligations shall survive Closing as to a portion of the Soccer Complex Development and any termination of this Agreement, any other provision hereof to the contrary notwithstanding; provided, however, that Developers shall not have any liability for any disclosures of existing environmental or other conditions pertaining to the Soccer Complex Development that result from Developers' investigations of the Soccer Complex Site or discussing such conditions with Developers' consultants, governmental officials or other interested parties. Developers' inspection activities will be conducted upon reasonable advance notice to City and shall take reasonable precautions to limit interference with the ongoing operations of the Property, if any, and will not violate any of the rights of the tenants of the Property, if any.

## ARTICLE VII

### SOCCER COMPLEX DEVELOPMENT - USE AND OPERATION

**7.1. Term.** The Term of this Agreement shall commence on the Effective Date and shall expire upon December 31, 2029, unless otherwise extended as agreed to in writing by the Parties (the “Term”).

**7.2. Use and Operation.** Developers covenant that at all times during the Term they shall, at their expense:

(a) Conduct its business at all times in a manner and in conformity with professional standards and in such manner as to maximize use and to help establish and maintain a high reputation for the Soccer Complex Development.

(b) Make commercially reasonable efforts to occupy or cause the Soccer Complex Development to be occupied a commercially reasonable time after the Completion Date associated with each Soccer Complex Phase.

(c) Perform its duties to maintain the Soccer Complex Development as set forth in Section 7.4.

(e) Perform its duties to repair, restore and replace portions of the Soccer Complex Development as set forth in Section 7.10.

(f) Secure a binding agreement from each tenant, owner or operator of a retail store, office or other facility in the Soccer Complex Development (each an “Operator”), which agreement (individually, an “Operator Agreement” and collectively, the “Operator Agreements”) shall contain provisions with respect to EATs, PILOTs and Sales Taxes payable to the City in connection with sales made or services furnished from, or in, on or about, or respecting the Soccer Complex Development or any expansion thereof, that each Operator, in its Operator Agreement, shall provide such information to the City.

**7.3. Compliance.** The Developers shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Project; provided, however, that nothing contained in this Agreement shall require the Developers to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by the Developers in good faith by appropriate proceedings, and provided that such contest shall not materially impair the ability of the Developers to meet its obligations under this Agreement. Developers agree to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Law and Requirements.

**7.4. Maintenance of the Property by Developers.** The Developers shall remain in compliance with all provisions of the City Code relating to maintenance and appearance of the

Soccer Complex Development that it owns during the term of this Agreement. Upon substantial completion of any part of a Soccer Complex Phase and so long as this Agreement is in effect, the Developers or its successor(s) in interest, as owner or owners of the affected portion(s) of the Soccer Complex Development, shall but subject to any delay caused by an event of Force Majeure, maintain or cause to be maintained the buildings and improvements within Soccer Complex Site in a good state of repair and attractiveness and in conformity with all Laws and Requirements. If there are separately-owned or ground-leased parcels of real estate on the Soccer Complex Development during the term of this Agreement, each owner or lessee as a successor in interest to the Developers shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with all Laws and Requirements. This provision shall survive termination of this Agreement.

**7.5. Maintenance by the City.**

(a) The City will own and maintain the lakes, trails, and canals throughout the project as well as the park ground in a good state of repair and in accordance with applicable state and local laws, ordinances, and regulations. City will maintain landscaping on all publicly owned land a good state of repair and in accordance with applicable state and local laws, ordinances, and regulations. The City may contract this function to Developers if the parties can reach an agreement acceptable to both; however, once the Developers reached 50% build out of all phases of the project, then Developers will have the option to directly control the landscaping contract for the lakes, trails, and canals.

(b) The City and Developers may enter into cross access easement and maintenance agreements with neighboring landowners and each other. As the development progresses, this agreement will cover the pro-rata share of maintenance costs relative to the completion of the projects provided for in the IIAs executed for each phase.

(c) The City shall maintain all streets on the Property, including the streets in the City Parking Lot in a good state of repair and in accordance with applicable state and local laws, ordinances, and regulations.

**7.6. Payment of Taxes and Other Charges.** Developers shall pay or cause to be paid, as they become due and payable, all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon the Developers or the portion of the Soccer Complex Development owned or controlled by Developers or any part thereof or upon any income therefrom. Developers agree that for purposes of evaluation of the Soccer Complex Development, either the replacement cost approach or the income approach shall be used to determine value for purposes of taxation. If Developers desire to appeal the value for purposes of ad valorem taxation determined by the county assessor, the Missouri State Tax Commission, the courts or appraiser, Developers and the City hereby agree that such valuation shall be based upon a value determined by one or both methods.

**7.7. Payment of Obligations Pursuant to The IIA.** During the Term, the Developers shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it arising from the Developers' obligations pursuant to the IIA as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to

perform its obligations under this Agreement nor subject any material part of the Soccer Complex Site to loss or forfeiture.

**7.8. Licenses and Permits.** During the Term, the Developers shall procure and maintain all licenses and permits, and conduct or cause to be conducted, all inspections and/or investigations required by Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Soccer Complex Development.

**7.9. Insurance.** During the period of construction of the Soccer Complex Development, including, but not limited to, the construction of Street Infrastructure Construction, the Developers shall maintain or cause to be maintained insurance with respect to the obligations pursuant to the Soccer Complex Development and IIA and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of the Developers, are adequate to protect Developers, the City and the Soccer Complex Development. Each policy or other contract for such insurance shall (i) name the City as an additional insured (with respect to liability insurance), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to the Developers and each other insured, additional insured, loss payee and mortgage payee named therein. Developers shall provide written notice to the City within ten (10) days of the cancellation of any insurance required under this Section 7.9.

**7.10. Damage or Destruction.**

(a) In the event of damage to or destruction of any portion of the Soccer Complex Development resulting from fire or other casualty during the Term, or in the event any portion of the Soccer Complex Development is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking or the net proceeds of any realization on title insurance shall be paid to the Developer.

(b) If, at any time during the Term, the Project or any part thereof shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Developers, at its sole cost and expense, after receipt of such insurance or condemnation proceeds shall commence and thereafter proceed as promptly as possible to repair, restore and replace the Damaged Facilities to their condition immediately prior to the Casualty.

(c) The obligations in this Section 7.10 are limited to only those portions of the improvements that are owned and controlled by KC WFC Training, LLC, Ballard Capital, LLC, or a Developers Affiliate.

**7.11. Indemnity.** The Developers shall pay and indemnify and save the City and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of (a) the design, construction and completion of the Soccer Complex Development by Developers, (b) the use or occupation of the Infrastructure



Improvements by Developers or anyone acting by, through or under it, (c) damage or injury, actual or claimed, of whatsoever kind or character occurring after a Closing, to persons or property occurring or allegedly occurring in, on or about such applicable Soccer Complex Site, (d) any breach, default or failure to perform by Developers under this Agreement, and (d) any act by an employee of the City at the Soccer Complex Site which are within or under the control of Developers or pursued for the benefit of or on behalf of the Developers; provided, however, Developers shall not pay, indemnify and save the City and its governing body members, directors, officers, employees and agents harmless from and against any loss, liability, damage or expense arising out of City's gross negligence or willful misconduct. The Developers shall also pay and indemnify and save the City and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by the Developers in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the City or its governing board members, directors, officers, employees, or agents by reason of any such claim or demand, the Developers, upon notice from the City, covenants to resist and defend such action or proceeding on demand of the City or its governing body members, directors, officers, employees, or agents. Nothing in this section shall constitute a waiver of governmental or official immunity of the City or its officers or employees.

#### **7.12. Environmental Matters.**

(a) Developers acknowledge City has procured Existing Environmental Reports on the Soccer Complex Site. City represents and warrants to City's knowledge, and as set forth in the Existing Environmental Reports:

(i) there are no Hazardous Substances or underground storage tanks in, on or under the Property, except those that are in compliance with Environmental Law;

(ii) there are no past, present or threatened releases of Hazardous Substances in, on under or from the Property which has not been remediated in accordance with Environmental Law;

(iii) there is no threat of any release of Hazardous Substances migrating to the Property;

(iv) there is no past or present noncompliance with Environmental Law, or with permits issued pursuant thereto, in connection with the Property which has not been remediated in accordance with Environmental Law;

(v) City has not received, any written notice or any other written communication from any Person (including but not limited to any governmental authority) relating to Hazardous Substances or required remediation thereof, of possibility liability of any Person pursuant to any Environmental Law in connection with the Property; and

(vi) no remediation has ever been recommended or required BY ANY STATE OR FEDERAL AGENCY OR IN CONNECTION WITH ANY ENVIRONMENTAL LAWS in connection with the Property.

(b) The Developers:

(i) shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Property in violation of any Environmental Law;

(ii) shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Law;

(iii) shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Law;

(iv) shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Law; and

(v) shall comply with all other Environmental Laws which are applicable to the Soccer Complex Development.

(c) The Developers shall indemnify the City against, shall hold the City harmless from, and shall reimburse the City for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and attorneys' fees directly or indirectly incurred by the City (prior to trial, at trial and on appeal) in any action against or involving the City, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Soccer Complex Development, whether or not the Developers is responsible therefor, it being the intent of the Developers and the City that the City shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which Hazardous Substances are then or subsequently present on such parcel of the Soccer Complex Development at the time of and thereafter following such applicable Closing. The foregoing covenants contained in this Section shall be deemed continuing covenants, representations, and warranties for the benefit of the City and any successors and assigns of the City, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument.

## ARTICLE VIII

### SPECIAL DISTRICTS

**8.1. Community Improvement Districts.** The Parties will work cooperatively to form a Community Improvement District ("CID") as authorized pursuant to Sections 67.1401 to 67.1571 the Community Improvement District Act ( the "CID Act").

**8.2 Community Improvement District Revenue and Use.** Use of CID revenue may be used as authorized pursuant to the CID Act and the Board of Directors for the CID, including but not

limited to administrative costs of district, the Rent paid to satisfy Chapter 100 Bond obligations, then as approved by the CID Board, reimbursement of other eligible costs of the Soccer Complex Development, then to fund other eligible transportation and infrastructure and maintenance costs incurred within the District.

**8.3 Term of the Community Improvement District.** The term of the CID shall be for twenty-seven (27) years and may be renewed as authorized by law.

**8.4 Term of Years for Community Improvement District Sales Tax.** The term of years for any Sales Tax authorized by the CID shall be for twenty-seven (27) years and may be renewed as authorized by law.

**8.5. Transportation Development District.** The Parties will work cooperatively to form and utilize a Transportation Development District (“TDD”) as authorized pursuant to Sections 238.200 to 238.275 the Missouri Transportation Development District Act ( the “TDD Act”).

**8.6 Transportation Development District Revenue and Use.** Use of TDD revenue may be used as authorized pursuant to the TDD Act and the Board of Directors for the TDD, including but not limited to administrative costs of district, the Rent paid to satisfy Chapter 100 Bond obligations, then as approved by the TDD Board, reimbursement of other eligible costs of the Soccer Complex Development, then to fund other eligible transportation and infrastructure and maintenance costs incurred within the District.

**8.7 Term of the Transportation Development District.** The term of the TDD shall be for twenty-seven (27) years and may be renewed as authorized by law.

**8.8 Term of Years for Transportation Development District Sales Tax.** The term of years for any Sales Tax authorized by the TDD shall be twenty-seven (27) years and may be renewed as authorized by law.

## ARTICLE IX

### DEFAULT AND REMEDIES

**9.1. Default Provisions.** A party shall be in default under this Agreement if:

(a) **General Default.** In the event of any default in or breach of any term or conditions of this Agreement by any party, or any permitted successor or assign, the defaulting or breaching party shall, upon written notice from the other parties specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach. In the event that the default or breach is of such a nature that it cannot reasonably be cured within such thirty (30) day period, then provided that the defaulting party diligently and in good faith commenced the cure or remedy of such default or breach within such thirty (30) day period and diligently pursues such cure or remedy, the period for cure shall be extended for such period of time to cure. In the event that a default or breach of Developers is of such a nature that it cannot reasonably be cured within such thirty (30) day period, Developers shall provide

the City a written plan to cure any default or breach expected to take longer than thirty (30) days to cure such breach.

**(b) Developers Bankruptcy or Insolvency Default.** It shall be deemed an event of default if Developers shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Developers generally is not paying its debts as such debts become due; or Developers makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developers and such appointment is not dismissed within sixty (60) days (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement).

**9.2. Developer Remedies in the Event of Default.** The rights and remedies reserved by the Developer hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. The Developer shall be entitled to any remedy at law and equity for any breach of any of the provisions of this Agreement, including without limitation, the right of Developer to offset any damages incurred by the Developer as a result of City's breach against any amounts due to Developers hereunder. Failure by the City to enforce any such rights reserved under this Section 9.2 shall not be deemed a waiver thereof.

**9.3. City Remedies in the Event of Default.** The rights and remedies reserved by the City hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. The City shall be entitled to any remedy at law and equity for any breach of any of the provisions of this Agreement, including without limitation, the right of City to offset any damages incurred by the City as a result of Developers breach against any amounts due to Developers hereunder; provided, however, that the City shall not have the right to terminate this Agreement if Developer is substantially performing its obligations under this Agreement to cause the development of the Soccer Complex Development. Failure by the City to enforce any such rights reserved under this Section 9.3 shall not be deemed a waiver thereof.

## **ARTICLE X**

### **REPRESENTATIONS AND WARRANTIES**

**10.1. City Representations and Warranties.** The City hereby represents and warrants to the Developers, which representations and warranties are true and correct as of the date of this Agreement and shall remain true and correct at all times until the final Soccer Complex Development Closing Date, unless an earlier termination date is specified with respect to a particular representation and warranty:

**(a)** The City is a political subdivision of the State of Missouri, duly organized and validly existing under the Constitution and laws of the State of Missouri. The City has all requisite power and authority to carry on its business as now being conducted.

(b) The City is not prohibited from consummating the transactions contemplated in this Agreement, by any law, regulation, agreement, instrument, restriction, order, or judgment.

(c) The City has full right, title, authority, and capacity to execute, deliver and perform this Agreement and to consummate all the transactions contemplated herein.

(d) This Agreement has been duly executed and delivered by the City, and assuming due authorization, execution, and delivery by the other parties hereto, constitutes its valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws and the availability of equitable remedies.

(e) To the knowledge of the City there are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by the City or pending against the City.

#### **10.2. Developers' Representations and Warranties.**

The Developers hereby represent and warrant to the City, which representations and warranties are true and correct as of the date of this Agreement and shall remain true and correct at all times until the final Soccer Complex Development Closing Date, unless an earlier termination date is specified with respect to a particular representation and warranty:

(a) The Developers are limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri or is authorized to do business in the State of Missouri. The Developers has all requisite power and authority to carry on its business as now being conducted.

(b) The Developers are not prohibited from consummating the transactions contemplated in this Agreement, by any law, regulation, agreement, instrument, restriction, order, or judgment.

(c) The Developers have full right, title, authority, capacity and possess such financial assets to execute, deliver and perform this Agreement and to consummate all of the transactions contemplated herein.

(d) This Agreement has been duly executed and delivered by the Developers, and assuming due authorization, execution, and delivery by the other parties hereto, constitutes its valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws and the availability of equitable remedies.

**10.3. Survival of Representations and Warranties.** All of the representations and warranties of the Parties under this Article X shall survive the termination of this Agreement.

## ARTICLE XI

### GENERAL PROVISIONS

**11.1. Power of the City.** Notwithstanding anything set forth in this Agreement to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the City to act in its capacity as a public body. All financial obligations of the City shall be subject to future appropriation of the City in accordance with Laws and Requirements. Further, nothing herein shall relieve Developers from complying with all Laws and Requirements.

**11.2. Time.** Time is of the essence in this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**11.3. Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of the City's governmental or official immunity or its officers or employees from liability or suit pursuant to Section 537.600 RSMo.

**11.4. Authorized Employees.** Developers acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Developers therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on any project which is the subject of this Agreement, and that its employees are lawfully eligible to work in the United States. Developers will execute an Immigration Law Compliance Affidavit in substantially the same form as attached to Original Development Agreement as **Exhibit H** and incorporated herein pursuant to Section 1.3 of this Agreement and will cause any person or entity performing work on the Soccer Complex Development to confirm compliance with Section 285.530(1) and execute an Immigration Law Compliance Affidavit.

**11.5. Successors and Assigns.**

**(a) Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their permitted successors and assigns.

**(b) Assignment of Agreement or Duties.** The rights, duties and obligations of the Developers under this Agreement may not be assigned without City's approval, such approval not to be unreasonably withheld conditioned or delayed. Any such City required consent when obtained shall relieve the assignor of its obligations arising from this Agreement from and after the date of such assignment so long as (i) the City has approved, by ordinance, such specified assignee and such assignee executes and assumption agreement pursuant to which the assignee expressly agrees in writing to assume and be fully bound by the obligations of the Developers hereunder from and after the date of such assignment, and (ii) the assignee and the City have executed such assumption agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required for the Developers to transfer its interest in this Agreement to an entity, at least 50% of the interest of which is owned by the Developers; provided that such transfer shall not affect the obligations of Developers hereunder to complete the Soccer

Complex Development. The Developers agrees to provide written notice of any assignment or transfer under the preceding sentence within thirty (30) days thereof. All assignees of the Developers' rights under this Agreement shall expressly assume and be fully bound by the obligations of the Developers hereunder.

**11.6. Force Majeure.** Neither the City nor the Developers shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by or resulting from damage or destruction by fire or casualty; strike; epidemic or pandemic; lockout; civil disorder; war; acts of God; unusually adverse weather; flood; or other like causes beyond the parties' reasonable control (an event of "Force Majeure"); provided that neither the Developers, on the one hand, nor the City, on the other hand, shall be excused from performance by reason of an event of Force Majeure attributable to an event or circumstance caused by its or their own act or omission.

**11.7. Notices.** All notices, demands, consents, approvals, certificates, and other communications required by this Agreement to be given by any party hereunder shall be in writing and shall be hand-delivered or sent by United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, certificates and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent before 5:00 p.m. Central Time, on any Business Day by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal and if sent after 5:00 p.m. Central Time, then on the next Business Day if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

In the case of the Developers, to:

Amber Cox  
9120 Nieman Road  
Overland Park, KS 66214  
[amber.cox@kcwoso.com](mailto:amber.cox@kcwoso.com)

With a copy to:

Polsinelli  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, MO 64112  
Attn: Roxsen Koch

In the case of the City, to:

City of Riverside  
City Hall  
2950 NW Vivion Road  
Riverside, Missouri 64150  
Attention: City Administrator  
Facsimile: 816-746-8349

With a copy to:

Spencer Fane LLP  
1000 Walnut Street, Suite 1400  
Kansas City, Missouri 64106-2140  
Attention: Joe Bednar  
Facsimile: 573.634.8140  
[jbednar@spencerfane.com](mailto:jbednar@spencerfane.com)

**11.8. Inspection.** The City may, during construction thereof, conduct such period inspection of the Soccer Complex Development as may be generally provided for in the City Code. In addition, the Developer shall allow City reasonable access to the Soccer Complex Development during construction thereof (and in all cases prior to issuance of a Certificate of Occupancy); provided, however, City shall give Developer at least one (1) day prior notice prior to any such non-City Code related inspection, and no such City access may unreasonably interfere with Developer's use of the Soccer Complex Development.

**11.9. Conflict of Interest.** No member of the Board of Aldermen, the TIF Commission or any branch of the City's government who has any power of review or approval of any of the Developers' undertakings, or of the City's contracting for goods or services for the Redevelopment Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Board as applicable, the nature of such interest and seek a determination by the Board as applicable, with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

**11.10. Choice of Law.** This Agreement shall be taken and deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Missouri for all purposes and intents without regard to conflict of law statutes.

**11.11. Entire Agreement; Amendment.** It is agreed and understood by the parties that this Agreement embodies the entire understanding and represents the full and final agreement among the parties with respect to the subject matter hereof and supersede any and all prior commitments, agreements, discussions, representations, and understandings, whether written or oral, relating to the subject matter hereof; that this Agreement may not be contradicted or varied by evidence of prior or contemporaneous written or oral agreements or discussions of the parties, or subsequent oral agreements or discussions of the parties: that there are no oral agreements among the parties, and no representations, agreements or promises not set forth herein have been made. Without limiting the foregoing, Developers acknowledges that: (i) no promise or commitment has been made to it by or on behalf of the City other than as set forth in this Agreement; and (ii) except as otherwise expressly provided herein, this Agreement supersedes and replaces any and all proposals, letters of intent and approval and commitment letters relating to the subject matter hereof, none of which shall be considered a part of this Agreement unless expressly incorporated into this Agreement. Notwithstanding the foregoing, the City and Developers acknowledge they are simultaneously entering into a PSA for Parcel A. This Agreement shall be amended only in writing and effective when such Amendment is approved by Ordinance or Resolution of the Board of Aldermen and signed by the Parties.



**11.12. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

**11.13. Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**11.14. Representatives Not Personally Liable.** No elected or appointed official, agent, employee, or representative of the City shall be personally liable to the Developers in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

**11.15. Attorney's Fees.** The City, on the one hand, and Developers, on the other hand, each shall be responsible for the fees and expenses of their respective legal counsel incurred in connection with this Agreement and the transactions contemplated hereunder; provided, however, in any dispute arising out of or relating to this Agreement, including any action to enforce this Agreement against a defaulting or breaching party, the prevailing party in any legal proceeding shall recover from the non-prevailing party the prevailing party's reasonable attorney's fees.

**11.16. Survival.** Notwithstanding the expiration or termination or breach of this Agreement by any party, the agreements contained in Sections 6.5(b), 6.6, 7.4, 7.5, 7.11, 7.12 and 10 of this Agreement shall, except as otherwise expressly set forth herein, survive such early expiration or early termination of this Agreement by any party.

**(The remainder of this page is intentionally left blank.)**

**IN WITNESS WHEREOF**, the City and the Developers have caused this Agreement to be executed in their respective names as of the date first above written.

**“CITY”**

**CITY OF RIVERSIDE, MISSOURI**

By: \_\_\_\_\_  
Kathleen L. Rose, Mayor

(SEAL)

Attest:

Robin Kincaid, City Clerk

STATE OF MISSOURI       )  
                                      ) SS.  
COUNTY OF PLATTE       )

On this \_\_\_\_ day of November, 2023, before me appeared Kathleen L. Rose, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the CITY OF RIVERSIDE, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_

Notary Public

My Commission Expires:

**“DEVELOPERS”**

KC WFC Training, LLC,  
a Kansas limited liability company:

By: \_\_\_\_\_

Name: Angie K. Long  
Title: Authorized Signatory

STATE OF                                 )  
  ) SS.  
COUNTY OF                             )

On this \_\_\_\_ day of November, 2023, before me appeared Angie K. Long, to me personally known, who, being by me duly sworn, did say that she is the Authorized Signatory of KC WFC Training, LLC, a Kansas limited liability company, and that she is authorized to sign the instrument on behalf of said company by authority of its members, and acknowledged to me that she executed the within instrument as said company’s free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_

Notary Public

My Commission Expires:

**“DEVELOPERS”**

Ballard Capital, LLC,  
a Kansas limited liability company:

By: \_\_\_\_\_

Name: Angie K. Long  
Title: Authorized Signatory

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of November, 2023, before me appeared Angie K. Long, to me personally known, who, being by me duly sworn, did say that she is the Authorized Signatory of Ballard Capital, LLC, a Kansas limited liability company, and that she is authorized to sign the instrument on behalf of said company by authority of its members, and acknowledged to me that she executed the within instrument as said company’s free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**AN ORDINANCE AMENDING CITY CODE SECTION 110.120 REGARDING ELECTED OFFICIALS' COMPENSATION**

WHEREAS, the Missouri Constitution prohibits increases in compensation during the term of an elected official, Mo. Const. art. VII, § 13 (“The compensation of state, county and municipal officers shall not be increased during the term of office; nor shall the term of any officer be extended.”); and

WHEREAS, the Board of Aldermen does not desire to establish mid-term compensation increases, but instead desires to establish compensation increases coinciding with the beginning of the elected official’s respective term.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF RIVERSIDE, MISSOURI, as follows:

Section 1. That Section 110.120, of the City Code, entitled “Salary of Officers and Employees,” is hereby amended to read as follows (additional language is underlined; language to be deleted contains a ~~strikethrough~~):

1. The non-elected officers and employees of the City shall receive such salary as may be determined by ordinance by the majority of the members elected to the Board of Aldermen.
2. ~~The pay for the Mayor shall be two hundred twenty five dollars (\$225.00) per meeting with a limit of five (5) meetings per month.~~

Effective with the Mayoral term starting April 2024, the pay for the Mayor shall be one thousand five hundred dollars (\$1,500.00) per month.

3. ~~The pay for members of the Board of Aldermen shall be one hundred dollars (\$100.00) per meeting with a limit of five (5) meetings per month.~~

Effective with the Aldermen terms starting April, 2024 and April, 2025, respectively, the pay for members of the Board of Aldermen shall be six hundred and sixty-seven dollars (\$667.00) per month.

Section 2. That this Ordinance shall be in full force and effect from and after its passage.

**BILL NO. 2023-065**

**ORDINANCE NO. \_\_\_\_\_**

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

BILL NO: 2023-066

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE AMENDING THE CITY CODE RELATED TO THE CABLE TELEVISION FRANCHISE FEE AMOUNT.**

BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF RIVERSIDE, MISSOURI, as follows:

**SECTION 1 – ADOPTION OF AMENDMENT.** Section 625.260.A of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is **underlined**; text to be deleted contains a **~~strikethrough~~**):

*Use Of Streets/Cost Of Regulation.* In consideration of the rights, powers, privileges, permission and authority granted to an operator for use of the City's streets and other public property, an operator shall pay to the City an amount equal to ~~five percent (5%)~~ **four and one-half percent (4.5%)** of its gross revenues. This amount represents compensation for the use of the streets and other public property by an operator. Notwithstanding the foregoing, if an operator is providing additional services over the system in the City, and another person is providing those additional services over the system in the City using public property and is the dominant provider of those additional services in the City, then with respect to those additional services the operator shall pay a franchise fee in an amount equal to the franchise fee paid by dominant provider with respect to those additional services.

**SECTION 2 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk



2950 NW Vivion Road  
Riverside, Missouri 64150

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**AGENDA DATE:** 2023-11-7  
**TO:** Mayor and Board of Aldermen  
**FROM:** Human Resources Manager, Amy Strough  
**RE:** Hiring Ordinance – Carol Oetting

#### **Position Information**

Carol left the Senior Administrative Assistant position on 10-18-23 and we are seeking to re-hire her back to this position in the Administration Department and restore her to her previous rate of pay.

#### **Hiring Recommendation**

Staff recommends approving the following hire:

**Candidate:** Carol Oetting  
**Department:** Administration  
**Open Position:** Senior Administrative Assistant  
**FLSA Status:** Full-Time, Non-exempt  
**Starting Wage:** \$27.62/\$57,449.60  
**Expected Start Date:** Shortly after 11/7/23 appointment

This individual has passed all required pre-employment testing and is considered to be a qualified candidate for this position.



**AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF CAROL OETTING AS A FULL-TIME SENIOR ADMINISTRATIVE ASSISTANT IN THE ADMINISTRATION DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE**

**WHEREAS**, City Code Section 110.070 provides for the appointment of employees of the City by the City Administrator with approval of the Mayor and Board of Aldermen; and

**WHEREAS**, City Code Section 110.140 provides for the establishment of the salary of non-elected employees of the City by ordinance; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Carol Oetting as Senior Administrative Assistant in the Administration Department as provided herein;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**SECTION 1 – HIRING OF EMPLOYEE.** Carol Oetting is hereby employed as a Senior Administrative Assistant in the Administration Department.

**SECTION 2 – STARTING SALARY.** The starting salary for this position shall be set at \$27.62/\$57,449.60. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

**SECTION 3 - REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 5 – EFFECTIVE DATE.** This ordinance shall be in full force and effect as of November 8, 2023.

**BE IT REMEMBERED** that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 7th day of November 2023.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

**AN ORDINANCE AUTHORIZING AND APPROVING PARTICIPATION IN THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

**WHEREAS**, the Mid-America Regional Council Solid Waste Management District has established a regional household hazardous waste collection program to offer cost-effective household hazardous waste services;

**WHEREAS**, the Mid-America Regional Council Solid Waste Management District has cooperative agreements with Kansas City, Missouri, and Lee's Summit, Missouri, to provide household hazardous waste services;

**WHEREAS**, the Mid-America Regional Council will be the fiscal administrator for the regional HHW collection program; and

**WHEREAS**, the City of Riverside desires to offer household hazardous waste services available to its residents; and

**WHEREAS**, the cost to the City of Riverside will be \$1.13 per capita for the year 2024; and

**WHEREAS**, residents can safely dispose unwanted household hazardous material at two permanent facilities, located in Kansas City and Lee's Summit, and regional mobile collection events at no charge;

**WHEREAS**, the Board of Aldermen find it is in the best interest of the citizens of Riverside, Missouri to enter into an agreement with the Mid-America Regional Council Solid Waste Management District and provide such services;

**NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF ALDERMEN OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**SECTION 1 – AGREEMENT APPROVED.** that the City of Riverside shall participate in the Mid-America Regional Council Solid Waste Management District 2024 Regional Household Hazardous Waste Collection Program;

**SECTION 2 – AUTHORITY GRANTED.** The Mayor is hereby authorized to enter into an agreement with the Mid-America Regional Council Solid Waste Management District in substantially the same form as attached here to in Exhibit "A";

**BE IT REMEMBERED** that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

# 2024

## **Intergovernmental Agreement between the MARC Solid Waste Management District and Riverside, Missouri relating to the Regional Household Hazardous Waste Collection Program**

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Riverside, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

### **I   *Definitions***

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

### **II   *Effective Date***

**Riverside, Missouri** agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2024**.

### **III   *Termination***

*A. Budget Limitations.* This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

*B. Termination of regional program.* If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

#### IV *Duties of Participating Member*

A. *Fees.* **Riverside, Missouri** agrees to pay the sum of **\$4,948.27** to participate in the 2024 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.13 applied to 2022 Population Estimate figures as shown in Attachment One. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. *Payment.* The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

*Annual Renewal.* The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2024. No pro ration of fees is applicable under this agreement.

C. *Contact Person.* The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

#### V *Services Provided by the SWMD*

A. *Permanent Collection Facilities.* HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections.* Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

## VI *Reports*

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

## VII *Insurance*

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

## VIII *Legal Jurisdiction*

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Participating Member:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Doug Wylie, Chair

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

<i>2024 Regional HHW Program Fees</i>	<b>2022 Population</b>	<b>\$1.13</b>	
<b>Community</b>	<b>Estimates</b>	<b>per capita</b>	
Archie	1,255	\$1,418.15	
Belton	25,420	\$28,724.60	
Blue Springs	59,518	\$67,255.34	
Buckner	2,898	\$3,274.74	
Claycomo Village	1,355	\$1,531.15	
Cleveland	641	\$724.33	
Drexel	949	\$1,072.37	
Edgerton	606	\$684.78	
Excelsior Springs	10,580	\$11,955.40	
Ferrelview	645	\$728.85	
Garden City	1,583	\$1,788.79	
Gladstone	26,907	\$30,404.91	
Glenaire	531	\$600.03	
Grain Valley	16,178	\$18,281.14	
Grandview	25,610	\$28,939.30	
Greenwood	6,088	\$6,879.44	
Hardin	562	\$635.06	
Harrisonville	9,854	\$11,135.02	
Independence	121,202	\$136,958.26	
Kearney	10,913	\$12,331.69	
Lake Lotawana	2,424	\$2,739.12	
Lake Tapawingo	783	\$884.79	
Lake Waukomis	929	\$1,049.77	
Lake Winnebago	1,657	\$1,872.41	
Lawson	2,525	\$2,853.25	
Liberty	30,775	\$34,775.75	
Loch Lloyd	936	\$1,057.68	
Lone Jack	1,666	\$1,882.58	
North Kansas City	4,622	\$5,222.86	
Oak Grove	8,492	\$9,595.96	
Orrick	739	\$835.07	
Parkville	8,541	\$9,651.33	
Peculiar	5,958	\$6,732.54	
Platte City	4,813	\$5,438.69	
Pleasant Hill	8,715	\$9,847.95	
Pleasant Valley	2,727	\$3,081.51	
Raymore	24,203	\$27,349.39	
Raytown	29,312	\$33,122.56	
Richmond	5,959	\$6,733.67	
Riverside	4,379	\$4,948.27	
Smithville	10,653	\$12,037.89	
Sugar Creek	3,184	\$3,597.92	
Weatherby Lake	2,100	\$2,373.00	
Weston	1,787	\$2,019.31	
Wood Heights	755	\$853.15	

Unincorporated Cass County	24,572	\$27,766.36	
Unincorporated Clay County	15,417	\$17,421.21	
Unincorporated Jackson Co.	23,712	\$26,794.56	
Unincorporated Platte County	29,817	\$33,693.21	
Unincorporated Ray County	11,137	\$12,584.81	
<i>Population Source:</i>			
<i><a href="https://www.marc.org/Data-Economy/Metrodataline/Population/Current-Population-Data">https://www.marc.org/Data-Economy/Metrodataline/Population/Current-Population-Data</a></i>			

**MARC Solid Waste  
Management District**

Serving local governments in  
Cass, Clay, Jackson, Platte and  
Ray Counties and working  
cooperatively with Johnson,  
Leavenworth, Miami and  
Wyandotte Counties

**Executive Board**

Appointed:

**Louis Cummings**  
City of Kansas City

**Bob Huston**  
Cass County

**Donna Koontz**  
Clay County

**Brenda Franks**  
Jackson County

**Daniel Erickson**  
Platte County

**Billy Gaines**  
Ray County

Elected:

**David Pavlich**  
City of Kearney

**Doug Wylie, Chair**  
City of Parkville

**Mike Jackson, Vice Chair**  
City of Independence

**Chris Bussen**  
City of Lee's Summit

**Mike Larson**  
City of Sugar Creek

**Trent Salisbury**  
City of Raymore

**Cara Elbert**  
City of Blue Springs

**Lauran Kurtz**  
City of Lake Lotawana

Ex Officio:

**Vacant**  
Secretary/Treasurer

October 13, 2023

**Re: 2024 Regional Household Hazardous Waste (HHW) Program**

The Regional Household Hazardous Waste Collection Program provides residents the opportunity to safely dispose of household hazardous products that cannot be thrown away in the trash. The MARC Solid Waste Management District administers this program in partnership with the cities of Kansas City, Mo and Lee's Summit.

Membership in the program provides residents year-round access to permanent facilities in Kansas City and Lee's Summit, and to multiple mobile collection events.

Materials accepted for safe disposal include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, housecleaners, fluorescent bulbs, and other items such as nail polish, bug spray and oven cleaners.

**The 2024 participation fee will be \$1.13 per capita and will be applied to 2022 population estimates.** A community cost list is attached to the agreement enclosed. The program is also supported with a grant from the Missouri Department of Natural Resources to assist with disposal costs.

If you are interested in providing this service to your residents in 2024, please sign and return the agreement by **Friday, December 15, 2023.**

If you have any questions and/or would like a presentation to your city council or county commissioners, please contact Nadja Karpilow at (816) 701-8226.

We look forward to serving your community.

Sincerely,



Doug Wylie  
Chair, MARC Solid Waste Management District





**RESOLUTION NO. R-2023-156**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2023-2024 WEEKS ENDING OCTOBER 20<sup>TH</sup> , OCTOBER 27<sup>TH</sup> , AND NOVEMBER 3<sup>RD</sup> IN THE AMOUNT OF \$464,041.11.**

**WHEREAS**, the Board of Aldermen find it is in the best interest of the citizens of the City of Riverside to authorize and approve the expenditure of funds as set forth in Exhibit "A" attached hereto;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** the disbursements and expenditure of funds from the city treasury in the amount of \$464,041.11 set forth in Exhibit "A" attached hereto and made a part hereof by reference are hereby authorized and approved.

**FURTHER THAT** the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated therein and the Finance Director is authorized to issue a check therefor to the respective companies, firms, persons in the amounts set forth therein.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 7<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
10-337-104-41500	Building Maint. - Comm.	55.47	0.00
10-337-104-44203	Custodial - Community C	1,435.00	0.00
10-337-105-25000	Electricity - Old Ps	172.15	0.00
10-337-106-25000	Electricity - Kitterman	444.51	0.00
10-341-000-22800	Com. Center Member	23,634.75	0.00
10-341-000-22801	Support Fee	6,721.00	0.00
10-341-000-40500	IT Professional Services	890.00	0.00
10-341-100-44400	Special Events	1,400.00	200.00
21-020-000-51007	Prof Fees - Eco Develop	17,375.00	0.00
21-020-000-54000	Other - Dirt	14,937.50	0.00
21-025-000-53000	Construction - Infrastruc	43,716.00	0.00
21-028-000-53000	Gateway Improvements	50,109.75	0.00
21-029-000-53000	9 Highway Trail	400.00	0.00
21-039-000-53000	Construction Facility Up	38,500.00	0.00
21-056-000-53000	Construction - Mattox	49,079.49	0.00
21-072-000-53000	Construction - Vivion Ro	5,692.00	0.00
21-073-000-53000	Construction EH Young	3,713.75	0.00
21-077-000-51000	Professional Studies	24,376.86	0.00
21-081-000-51000	Line Creek Trl - Prof Fees	1,782.00	0.00
21-086-103-65000	Public Safety Reno Expe	38.33	0.00
21-10040	Project Escrow Account	36,000.00	36,000.00
21-228-000-50000	Design - Horizons and 41	900.00	0.00
<b>Grand Total:</b>		<b>424,112.97</b>	<b>36,738.44</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	424,112.97	36,738.44
<b>Grand Total:</b>	<b>424,112.97</b>	<b>36,738.44</b>





# Expense Approval Report

By Purchased From Vendor

Post Dates 11/7/2023 - 11/7/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
<b>Purchased From Vendor: ACE IMAGEWEAR</b>					
ACE IMAGEWEAR	ACE IMAGEWEAR	11/07/2023	ENTRY MATS/ PUBLIC WORKS	10-337-101-41500	45.13
ACE IMAGEWEAR	ACE IMAGEWEAR	11/07/2023	ENTRY MATS / CITY HALL	10-337-102-41500	30.72
ACE IMAGEWEAR	ACE IMAGEWEAR	11/07/2023	ENTRY MATS / PUBLIC SAFETY	10-337-103-41500	39.69
ACE IMAGEWEAR	ACE IMAGEWEAR	11/07/2023	DUST MOP, WET MOP & MAT	10-337-104-41500	18.49
ACE IMAGEWEAR	ACE IMAGEWEAR	11/07/2023	ENTRY MATS/ PUBLIC WORKS	10-337-101-41500	45.13
ACE IMAGEWEAR	ACE IMAGEWEAR	11/07/2023	ENTRY MATS / CITY HALL	10-337-102-41500	30.72
ACE IMAGEWEAR	ACE IMAGEWEAR	11/07/2023	ENTRY MATS / PUBLIC SAFETY	10-337-103-41500	39.69
ACE IMAGEWEAR	ACE IMAGEWEAR	11/07/2023	DUST MOP, WET MOP & MAT	10-337-104-41500	18.49
ACE IMAGEWEAR	ACE IMAGEWEAR	11/07/2023	ENTRY MATS/ PUBLIC WORKS	10-337-101-41500	45.13
ACE IMAGEWEAR	ACE IMAGEWEAR	11/07/2023	ENTRY MATS / CITY HALL	10-337-102-41500	30.72
ACE IMAGEWEAR	ACE IMAGEWEAR	11/07/2023	ENTRY MATS / PUBLIC SAFETY	10-337-103-41500	39.69
ACE IMAGEWEAR	ACE IMAGEWEAR	11/07/2023	DUST MOP, WET MOP & MAT	10-337-104-41500	18.49
<b>Purchased From Vendor ACE IMAGEWEAR Total:</b>					<b>402.09</b>
<b>Purchased From Vendor: AL BOWMAN &amp; SON'S S.O.S</b>					
AL BOWMAN & SON'S S.O.S	AL BOWMAN & SON'S S.O.S	11/07/2023	Public Safety Lock	10-337-103-41500	234.00
<b>Purchased From Vendor AL BOWMAN &amp; SON'S S.O.S Total:</b>					<b>234.00</b>
<b>Purchased From Vendor: ALL COPY PRODUCTS, INC</b>					
ALL COPY PRODUCTS, INC	ALL COPY PRODUCTS, INC	11/07/2023	Printer Ink	10-112-000-32300	326.41
ALL COPY PRODUCTS, INC	ALL COPY PRODUCTS, INC	11/07/2023	Printer Ink	10-112-000-32300	42.32
<b>Purchased From Vendor ALL COPY PRODUCTS, INC Total:</b>					<b>368.73</b>
<b>Purchased From Vendor: APPARATUS SERVICES, LLC</b>					
APPARATUS SERVICES, LLC	APPARATUS SERVICES, LLC	11/07/2023	Dodge Ram 5500 JG233758	10-226-000-41000	301.85
APPARATUS SERVICES, LLC	APPARATUS SERVICES, LLC	11/07/2023	Remove Exhaust Tip and chec	10-226-000-41000	85.00
APPARATUS SERVICES, LLC	APPARATUS SERVICES, LLC	11/07/2023	Pierce Impel 23639	10-226-000-41000	618.68
<b>Purchased From Vendor APPARATUS SERVICES, LLC Total:</b>					<b>1,005.53</b>
<b>Purchased From Vendor: Aramark Services, INC</b>					
Aramark Services, INC	Aramark Services, INC	11/07/2023	Refreshments	10-112-000-53900	249.56
<b>Purchased From Vendor Aramark Services, INC Total:</b>					<b>249.56</b>
<b>Purchased From Vendor: Asphaltic Surfaces</b>					
Asphaltic Surfaces	Asphaltic Surfaces	11/07/2023	Escrow Payment Resolution	21-10040	36,000.00
<b>Purchased From Vendor Asphaltic Surfaces Total:</b>					<b>36,000.00</b>
<b>Purchased From Vendor: BOARD OF POLICE COMMISSIONERS</b>					
BOARD OF POLICE COMMISSI	BOARD OF POLICE COMMISSI	11/07/2023	Laboratory Exam/Intake Proce	10-221-000-44514	639.15
<b>Purchased From Vendor BOARD OF POLICE COMMISSIONERS Total:</b>					<b>639.15</b>
<b>Purchased From Vendor: C R GR8, LLC</b>					
C R GR8, LLC	C R GR8, LLC	11/07/2023	Cliffview bridge deck seal	21-025-000-53000	4,635.00
C R GR8, LLC	C R GR8, LLC	11/07/2023	PHSHS Crosswalk ramp replac	21-025-000-53000	4,493.00
<b>Purchased From Vendor C R GR8, LLC Total:</b>					<b>9,128.00</b>
<b>Purchased From Vendor: CHILDREN'S MERCY HOSPITAL</b>					
CHILDREN'S MERCY HOSPITAL	CHILDREN'S MERCY HOSPITAL	11/07/2023	Forensics	10-221-000-44514	52.00
<b>Purchased From Vendor CHILDREN'S MERCY HOSPITAL Total:</b>					<b>52.00</b>
<b>Purchased From Vendor: COCKRELL PAVING, LLC</b>					
COCKRELL PAVING, LLC	COCKRELL PAVING, LLC	11/07/2023	Mattox Quiet Zone Base Asph	21-056-000-53000	9,850.00
<b>Purchased From Vendor COCKRELL PAVING, LLC Total:</b>					<b>9,850.00</b>
<b>Purchased From Vendor: COFFELT LAND TITLE INC</b>					
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	11/07/2023	9 Hwy Trail Title Work	21-029-000-53000	400.00
<b>Purchased From Vendor COFFELT LAND TITLE INC Total:</b>					<b>400.00</b>

## Expense Approval Report

Post Dates: 11/7/2023 - 11/7/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
<b>Purchased From Vendor: COLUMBIA CAPITAL MANAGEMENT, LLC</b>					
COLUMBIA CAPITAL MANAGE	COLUMBIA CAPITAL MANAGE	11/07/2023	Investment Management Serv	10-112-000-21300	9,666.93
<b>Purchased From Vendor COLUMBIA CAPITAL MANAGEMENT, LLC Total:</b>					<b>9,666.93</b>
<b>Purchased From Vendor: COMPLETE OFFICE SOLUTIONS INC</b>					
COMPLETE OFFICE SOLUTION	COMPLETE OFFICE SOLUTION	11/07/2023	Postbase Vision A5 Postage Sy	10-112-000-51500	159.00
<b>Purchased From Vendor COMPLETE OFFICE SOLUTIONS INC Total:</b>					<b>159.00</b>
<b>Purchased From Vendor: CONRAD FIRE EQUIP, INC</b>					
CONRAD FIRE EQUIP, INC	CONRAD FIRE EQUIP, INC	11/07/2023	Front Windshield Replacemen	10-226-000-41000	1,000.00
<b>Purchased From Vendor CONRAD FIRE EQUIP, INC Total:</b>					<b>1,000.00</b>
<b>Purchased From Vendor: CORNERSTONES OF CARE</b>					
CORNERSTONES OF CARE	CORNERSTONES OF CARE	11/07/2023	Inflatable set up and tear dow	10-341-100-44400	1,000.00
<b>Purchased From Vendor CORNERSTONES OF CARE Total:</b>					<b>1,000.00</b>
<b>Purchased From Vendor: CRAWFORD CLIMBERS LLC</b>					
CRAWFORD CLIMBERS LLC	CRAWFORD CLIMBERS LLC	11/07/2023	Vivion Road park trail clearing	21-025-000-53000	5,400.00
<b>Purchased From Vendor CRAWFORD CLIMBERS LLC Total:</b>					<b>5,400.00</b>
<b>Purchased From Vendor: CREATIVE CARNIVALS &amp; EVENTS, LLC</b>					
CREATIVE CARNIVALS & EVEN	CREATIVE CARNIVALS & EVEN	11/07/2023	Employee Holiday Party	10-115-000-31200	350.00
<b>Purchased From Vendor CREATIVE CARNIVALS &amp; EVENTS, LLC Total:</b>					<b>350.00</b>
<b>Purchased From Vendor: CULINARY CREATIONS</b>					
CULINARY CREATIONS	CULINARY CREATIONS	11/07/2023	EBC Vet Day Lunch	10-115-000-21302	627.00
<b>Purchased From Vendor CULINARY CREATIONS Total:</b>					<b>627.00</b>
<b>Purchased From Vendor: CW NEILSEN MANUFACTURING</b>					
CW NEILSEN MANUFACTURIN	CW NEILSEN MANUFACTURIN	11/07/2023	N40 Badge	10-221-000-56000	85.00
<b>Purchased From Vendor CW NEILSEN MANUFACTURING Total:</b>					<b>85.00</b>
<b>Purchased From Vendor: EMBASSY LANDSCAPE GROUP, INC</b>					
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	11/07/2023	Grounds Maintenance	10-331-000-41800	781.87
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	11/07/2023	Grounds Maintenance	10-331-000-41800	215.25
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	11/07/2023	Grounds Maintenance	10-331-000-41800	375.75
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	11/07/2023	Grounds Maintenance	10-331-000-41800	109.62
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	11/07/2023	Grounds Maintenance	10-331-000-41800	333.87
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	11/07/2023	Grounds Maintenance	10-331-000-41800	194.50
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	11/07/2023	Grounds Maintenance	10-331-000-41800	351.37
<b>Purchased From Vendor EMBASSY LANDSCAPE GROUP, INC Total:</b>					<b>2,362.23</b>
<b>Purchased From Vendor: ENET, LLC</b>					
ENET, LLC	ENET, LLC	11/07/2023	April IT Services	10-112-000-40500	6,396.41
ENET, LLC	ENET, LLC	11/07/2023	April IT Services	10-221-000-40500	2,834.25
ENET, LLC	ENET, LLC	11/07/2023	April IT Services	10-223-000-40500	1,330.25
ENET, LLC	ENET, LLC	11/07/2023	April IT Services	10-331-000-40500	297.00
ENET, LLC	ENET, LLC	11/07/2023	NetMotion	10-221-000-40700	2,400.00
ENET, LLC	ENET, LLC	11/07/2023	IT Services May	10-112-000-40500	731.00
ENET, LLC	ENET, LLC	11/07/2023	IT Services May	10-216-000-40500	85.00
ENET, LLC	ENET, LLC	11/07/2023	IT Services May	10-221-000-40500	5,058.00
ENET, LLC	ENET, LLC	11/07/2023	IT Services May	10-224-000-40500	195.00
ENET, LLC	ENET, LLC	11/07/2023	IT Services May	10-331-000-40500	85.00
<b>Purchased From Vendor ENET, LLC Total:</b>					<b>19,411.91</b>
<b>Purchased From Vendor: EVERGY</b>					
EVERGY	EVERGY	11/07/2023	1001 NW ARGOSY PKWY (399	10-336-107-25000	323.03
EVERGY	EVERGY	11/07/2023	1001 NW ARGOSY PKWY (711	10-336-107-25000	477.96
EVERGY	EVERGY	11/07/2023	145 NW JEFF TAYLOR PKWY 9/	10-337-103-25000	82.88
EVERGY	EVERGY	11/07/2023	4100 NW RIVERSIDE DR (1638	10-337-106-25000	180.64
EVERGY	EVERGY	11/07/2023	2025 NW VALLEY (2154) 09/1	10-336-112-25000	993.52
EVERGY	EVERGY	11/07/2023	2509 W PLATTE TS (7222) 09/	10-331-000-26800	37.16
EVERGY	EVERGY	11/07/2023	2626 NW PLATT RD (5780) 09	10-336-121-25000	1,027.28
EVERGY	EVERGY	11/07/2023	2805 NW VIVION RD (3516) 0	10-336-111-25000	273.66
EVERGY	EVERGY	11/07/2023	2901 NW VIVION RD (9424) 0	10-336-108-25000	136.95
EVERGY	EVERGY	11/07/2023	2950 NW VIVION RD (0722) 0	10-337-102-25000	4,664.42
EVERGY	EVERGY	11/07/2023	2990 NW VIVION RD (5202) 9	10-337-103-25000	4,389.07

## Expense Approval Report

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Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
EVERGY	EVERGY	11/07/2023	3880 NW ARGOSY CASINO PK	10-336-113-25000	19.10
EVERGY	EVERGY	11/07/2023	3902 NW VAN DE POPULIER (	10-336-121-25000	22.23
EVERGY	EVERGY	11/07/2023	4026 NW ARGOSY CASINO PK	10-336-113-25000	19.04
EVERGY	EVERGY	11/07/2023	4100 NW RIVERSIDE DR (9862	10-337-106-25000	112.69
EVERGY	EVERGY	11/07/2023	4100 NW RIVERSIDE DR (5006	10-337-106-25000	18.69
EVERGY	EVERGY	11/07/2023	4100 NW RIVERSIDE DR (0868	10-337-106-25000	113.78
EVERGY	EVERGY	11/07/2023	4101 VAN DE POPULIER SIREN	10-337-103-25000	31.48
EVERGY	EVERGY	11/07/2023	4102 NW RIVERSIDE DR (9970	10-337-106-25000	18.71
EVERGY	EVERGY	11/07/2023	4103 NW TREMONT RD (2268	10-336-121-25000	567.89
EVERGY	EVERGY	11/07/2023	4200 NW RIVERSIDE DR, A (84	10-337-101-25000	20.19
EVERGY	EVERGY	11/07/2023	4200 NW RIVERSIDE DR (3245	10-337-101-25000	475.57
EVERGY	EVERGY	11/07/2023	4498 NW HIGH DR (0016) 09/	10-337-104-25000	1,686.69
EVERGY	EVERGY	11/07/2023	4500 NW HIGH DR (6859) 09/	10-337-105-25000	172.15
EVERGY	EVERGY	11/07/2023	4509 GATEWAY TS (2408) 09/	10-331-000-26800	35.95
EVERGY	EVERGY	11/07/2023	4700 NW HIGH DR (9838) 9/1	10-337-103-25000	31.61
EVERGY	EVERGY	11/07/2023	4702 NW HIGH DR (8495) 09/	10-331-000-26800	28.82
EVERGY	EVERGY	11/07/2023	5150 NW 41ST ST (7599) 9/17	10-336-121-25000	47.12
EVERGY	EVERGY	11/07/2023	0107160767 - STREETLIGHTS	10-331-000-26800	22,835.34
Purchased From Vendor EVERGY Total:					38,843.62
Purchased From Vendor: FREELANCE EXCAVATION, LLC					
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	11/07/2023	635 ditch Clearing	21-025-000-53000	5,006.25
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	11/07/2023	DESCRIP	21-025-000-53000	4,908.75
Purchased From Vendor FREELANCE EXCAVATION, LLC Total:					9,915.00
Purchased From Vendor: GENERAL CODE, LLC					
GENERAL CODE, LLC	GENERAL CODE, LLC	11/07/2023	Supp Text/Index Pages	10-112-000-32001	1,281.00
GENERAL CODE, LLC	GENERAL CODE, LLC	11/07/2023	eCode360	10-112-000-40700	995.00
Purchased From Vendor GENERAL CODE, LLC Total:					2,276.00
Purchased From Vendor: GUNTER CONSTRUCTION COMPANY					
GUNTER CONSTRUCTION CO	GUNTER CONSTRUCTION CO	11/07/2023	Horizons and 41st Intersectio	21-056-000-53000	39,229.49
Purchased From Vendor GUNTER CONSTRUCTION COMPANY Total:					39,229.49
Purchased From Vendor: H & H SEPTIC SERVICE INC					
H & H SEPTIC SERVICE INC	H & H SEPTIC SERVICE INC	11/07/2023	Horizons Well Repair	21-020-000-51007	400.00
Purchased From Vendor H & H SEPTIC SERVICE INC Total:					400.00
Purchased From Vendor: HERC RENTALS INC					
HERC RENTALS INC	HERC RENTALS INC	11/07/2023	Genie Rental	10-331-000-44000	196.64
Purchased From Vendor HERC RENTALS INC Total:					196.64
Purchased From Vendor: HOUSTON EXCAVATING					
HOUSTON EXCAVATING	HOUSTON EXCAVATING	11/07/2023	Horizons West	21-020-000-54000	8,400.00
HOUSTON EXCAVATING	HOUSTON EXCAVATING	11/07/2023	Horizons West	21-020-000-54000	6,537.50
Purchased From Vendor HOUSTON EXCAVATING Total:					14,937.50
Purchased From Vendor: JACKSON LEWIS P.C.					
JACKSON LEWIS P.C.	JACKSON LEWIS P.C.	11/07/2023	Police Legal Work	10-224-000-20300	264.00
Purchased From Vendor JACKSON LEWIS P.C. Total:					264.00
Purchased From Vendor: K & G STRIPING, INC					
K & G STRIPING, INC	K & G STRIPING, INC	11/07/2023	Northwood crosswalk signs	21-025-000-53000	2,750.00
Purchased From Vendor K & G STRIPING, INC Total:					2,750.00
Purchased From Vendor: KENTON BROTHERS SYSTEMS FOR SECURITY					
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	11/07/2023	Integration Service Labor	10-341-000-40500	485.00
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	11/07/2023	Remote Labor	10-223-000-40500	1,988.99
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	11/07/2023	Integration Labor	10-341-000-40500	405.00
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	11/07/2023	Remote Service Labor	10-221-000-40500	240.00
Purchased From Vendor KENTON BROTHERS SYSTEMS FOR SECURITY Total:					3,118.99
Purchased From Vendor: LAKESIDE TREE SERVICE					
LAKESIDE TREE SERVICE	LAKESIDE TREE SERVICE	11/07/2023	Vivion Rd Clearing	21-025-000-53000	3,225.00
Purchased From Vendor LAKESIDE TREE SERVICE Total:					3,225.00

## Expense Approval Report

Post Dates: 11/7/2023 - 11/7/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
<b>Purchased From Vendor: LEIBRANDS RIVERSIDE AUTO</b>					
LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	11/07/2023	VEHICLE #APA53512 MAINT/ L	10-332-000-41000	105.90
<b>Purchased From Vendor LEIBRANDS RIVERSIDE AUTO Total:</b>					<b>105.90</b>
<b>Purchased From Vendor: MANNECO, INC</b>					
MANNECO, INC	MANNECO, INC	11/07/2023	28' Tannenbaum Christmas Tr	21-039-000-53000	38,500.00
<b>Purchased From Vendor MANNECO, INC Total:</b>					<b>38,500.00</b>
<b>Purchased From Vendor: MCCLURE ENGINEERING</b>					
MCCLURE ENGINEERING	MCCLURE ENGINEERING	11/07/2023	Professional Engineering Servi	21-073-000-53000	3,713.75
MCCLURE ENGINEERING	MCCLURE ENGINEERING	11/07/2023	Professional Services	21-072-000-53000	2,355.00
<b>Purchased From Vendor MCCLURE ENGINEERING Total:</b>					<b>6,068.75</b>
<b>Purchased From Vendor: MCCONNELL &amp; ASSOCIATES</b>					
MCCONNELL & ASSOCIATES	MCCONNELL & ASSOCIATES	11/07/2023	Public Safety Parking seal coat	21-025-000-53000	5,309.00
<b>Purchased From Vendor MCCONNELL &amp; ASSOCIATES Total:</b>					<b>5,309.00</b>
<b>Purchased From Vendor: McMillin, David</b>					
McMillin, David	McMillin, David	11/07/2023	Santa and Mrs Claus on 11/30	10-341-100-44400	200.00
<b>Purchased From Vendor McMillin, David Total:</b>					<b>200.00</b>
<b>Purchased From Vendor: Metropolitan Chiefs and Sheriffs Association</b>					
Metropolitan Chiefs and Sheri	Metropolitan Chiefs and Sheri	11/07/2023	AFV Sponsorship	10-224-000-34500	2,500.00
<b>Purchased From Vendor Metropolitan Chiefs and Sheriffs Association Total:</b>					<b>2,500.00</b>
<b>Purchased From Vendor: MIDWEST PUBLIC RISK - WC PREMIUM</b>					
MIDWEST PUBLIC RISK - WC P	MIDWEST PUBLIC RISK - WC P	11/07/2023	Deductible- Law Enforcement	10-224-000-20300	4,155.49
<b>Purchased From Vendor MIDWEST PUBLIC RISK - WC PREMIUM Total:</b>					<b>4,155.49</b>
<b>Purchased From Vendor: MISSOURI DIVISION OF EMPLOYMENT SECURITY</b>					
MISSOURI DIVISION OF EMPL	MISSOURI DIVISION OF EMPL	11/07/2023	Unemployment Payment	10-112-000-17900	1,503.33
<b>Purchased From Vendor MISSOURI DIVISION OF EMPLOYMENT SECURITY Total:</b>					<b>1,503.33</b>
<b>Purchased From Vendor: MISSOURI NETWORK ALLIANCE</b>					
MISSOURI NETWORK ALLIANC	MISSOURI NETWORK ALLIANC	11/07/2023	Monthly Network Charge	10-112-000-40700	4,288.96
<b>Purchased From Vendor MISSOURI NETWORK ALLIANCE Total:</b>					<b>4,288.96</b>
<b>Purchased From Vendor: MISSOURI STATE HIGHWAY PATROL</b>					
MISSOURI STATE HIGHWAY PA	MISSOURI STATE HIGHWAY PA	11/07/2023	November and December 202	10-223-000-40705	225.00
<b>Purchased From Vendor MISSOURI STATE HIGHWAY PATROL Total:</b>					<b>225.00</b>
<b>Purchased From Vendor: MISSOURI STATE HIGHWAY PATROL</b>					
MISSOURI STATE HIGHWAY PA	MISSOURI STATE HIGHWAY PA	11/07/2023	Criminal Record Search	10-224-000-30800	99.75
<b>Purchased From Vendor MISSOURI STATE HIGHWAY PATROL Total:</b>					<b>99.75</b>
<b>Purchased From Vendor: NEW VILLAGE PRINTING &amp; PROMOTIONAL</b>					
NEW VILLAGE PRINTING & PR	NEW VILLAGE PRINTING & PR	11/07/2023	Stamps	10-216-000-32000	102.30
<b>Purchased From Vendor NEW VILLAGE PRINTING &amp; PROMOTIONAL Total:</b>					<b>102.30</b>
<b>Purchased From Vendor: Nich Associates LLC</b>					
Nich Associates LLC	Nich Associates LLC	11/07/2023	Vivion Rd Trail Easements	21-072-000-53000	3,337.00
<b>Purchased From Vendor Nich Associates LLC Total:</b>					<b>3,337.00</b>
<b>Purchased From Vendor: OFFICE DEPOT, INC</b>					
OFFICE DEPOT, INC	OFFICE DEPOT, INC	11/07/2023	4C Ennergy Rush	10-112-000-50500	20.99
<b>Purchased From Vendor OFFICE DEPOT, INC Total:</b>					<b>20.99</b>
<b>Purchased From Vendor: OLSSON</b>					
OLSSON	OLSSON	11/07/2023	Gateway & Vivion	21-028-000-53000	14,693.50
OLSSON	OLSSON	11/07/2023	Gateway & Vivion	21-028-000-53000	23,371.25
OLSSON	OLSSON	11/07/2023	Gateway & Vivion	21-228-000-50000	600.00
OLSSON	OLSSON	11/07/2023	Gateway & Vivion	21-028-000-53000	12,045.00
OLSSON	OLSSON	11/07/2023	Gateway & Vivion	21-228-000-50000	300.00
<b>Purchased From Vendor OLSSON Total:</b>					<b>51,009.75</b>
<b>Purchased From Vendor: PATEK &amp; ASSOCIATES LLC</b>					
PATEK & ASSOCIATES LLC	PATEK & ASSOCIATES LLC	11/07/2023	Consulting Services Novembe	10-112-000-21300	3,500.00
<b>Purchased From Vendor PATEK &amp; ASSOCIATES LLC Total:</b>					<b>3,500.00</b>

## Expense Approval Report

Post Dates: 11/7/2023 - 11/7/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
<b>Purchased From Vendor: PROPRINT DIGITAL</b>					
PROPRINT DIGITAL	PROPRINT DIGITAL	11/07/2023	Locker Magnets	21-086-103-65000	38.33
<b>Purchased From Vendor PROPRINT DIGITAL Total:</b>					<b>38.33</b>
<b>Purchased From Vendor: RDG PLANNING &amp; DESIGN, INC</b>					
RDG PLANNING & DESIGN, IN	RDG PLANNING & DESIGN, IN	11/07/2023	Professional Services	21-077-000-51000	8,908.74
RDG PLANNING & DESIGN, IN	RDG PLANNING & DESIGN, IN	11/07/2023	Professional Fees	21-077-000-51000	15,468.12
<b>Purchased From Vendor RDG PLANNING &amp; DESIGN, INC Total:</b>					<b>24,376.86</b>
<b>Purchased From Vendor: REJIS COMMISSION</b>					
REJIS COMMISSION	REJIS COMMISSION	11/07/2023	LEWEB SUBSCRIPTION SERVIC	10-223-000-40700	913.76
<b>Purchased From Vendor REJIS COMMISSION Total:</b>					<b>913.76</b>
<b>Purchased From Vendor: RENAISSANCE INFRASTRUCTURE CONSULTING, INC</b>					
RENAISSANCE INFRASTRUCTU	RENAISSANCE INFRASTRUCTU	11/07/2023	Horizons Professional Fees	21-020-000-51007	15,975.00
RENAISSANCE INFRASTRUCTU	RENAISSANCE INFRASTRUCTU	11/07/2023	Horizons Professional Fees	21-020-000-51007	1,000.00
<b>Purchased From Vendor RENAISSANCE INFRASTRUCTURE CONSULTING, INC Total:</b>					<b>16,975.00</b>
<b>Purchased From Vendor: RIVERSIDE AREA CHAMBER OF COMMERCE</b>					
RIVERSIDE AREA CHAMBER O	RIVERSIDE AREA CHAMBER O	11/07/2023	Shelter Refund	10-20010	90.00
<b>Purchased From Vendor RIVERSIDE AREA CHAMBER OF COMMERCE Total:</b>					<b>90.00</b>
<b>Purchased From Vendor: RIVERSIDE, CITY OF</b>					
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	11/07/2023	Petty Cash-Police	10-10010	283.80
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	11/07/2023	Petty Cash-Admin	10-10010	254.64
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	11/07/2023	Petty Cash-Admin	10-341-100-44400	200.00
<b>Purchased From Vendor RIVERSIDE, CITY OF Total:</b>					<b>738.44</b>
<b>Purchased From Vendor: ROCKRIDGE QUARRY</b>					
ROCKRIDGE QUARRY	ROCKRIDGE QUARRY	11/07/2023	Yard Waste Pickup	10-331-000-26100	336.00
<b>Purchased From Vendor ROCKRIDGE QUARRY Total:</b>					<b>336.00</b>
<b>Purchased From Vendor: ROLOFSON, BRETT</b>					
ROLOFSON, BRETT	ROLOFSON, BRETT	11/07/2023	Healthy Citizen	10-115-000-21301	147.42
<b>Purchased From Vendor ROLOFSON, BRETT Total:</b>					<b>147.42</b>
<b>Purchased From Vendor: SNYDER &amp; ASSOCIATES</b>					
SNYDER & ASSOCIATES	SNYDER & ASSOCIATES	11/07/2023	Line Creek Trail Easement	21-081-000-51000	1,782.00
<b>Purchased From Vendor SNYDER &amp; ASSOCIATES Total:</b>					<b>1,782.00</b>
<b>Purchased From Vendor: SOSAYA &amp; SONS CONSTRUCTION, INC.</b>					
SOSAYA & SONS CONSTRUCTI	SOSAYA & SONS CONSTRUCTI	11/07/2023	EHY playground lights	21-025-000-53000	7,989.00
<b>Purchased From Vendor SOSAYA &amp; SONS CONSTRUCTION, INC. Total:</b>					<b>7,989.00</b>
<b>Purchased From Vendor: STROUGH, AMY</b>					
STROUGH, AMY	STROUGH, AMY	11/07/2023	PCard refund paid with perso	10-112-000-36100	104.00
<b>Purchased From Vendor STROUGH, AMY Total:</b>					<b>104.00</b>
<b>Purchased From Vendor: TOWN &amp; COUNTRY BUILDING SERVICES</b>					
TOWN & COUNTRY BUILDING	TOWN & COUNTRY BUILDING	11/07/2023	JANITORIAL SERVICE COMM C	10-337-104-44203	1,435.00
TOWN & COUNTRY BUILDING	TOWN & COUNTRY BUILDING	11/07/2023	JANITORIAL SERVICE CITY HAL	10-337-102-44200	1,430.00
TOWN & COUNTRY BUILDING	TOWN & COUNTRY BUILDING	11/07/2023	JANITORIAL SERVICE PUBLIC	10-337-102-44200	260.00
TOWN & COUNTRY BUILDING	TOWN & COUNTRY BUILDING	11/07/2023	JANITORIAL SERVICE PUBLIC S	10-337-103-44200	2,000.00
<b>Purchased From Vendor TOWN &amp; COUNTRY BUILDING SERVICES Total:</b>					<b>5,125.00</b>
<b>Purchased From Vendor: WITT, HICKLIN, SNIDER &amp; FAIN, P.C.</b>					
WITT, HICKLIN, SNIDER & FAIN	WITT, HICKLIN, SNIDER & FAIN	11/07/2023	Municipal- Unlawful Detainer	10-112-000-20300	145.82
<b>Purchased From Vendor WITT, HICKLIN, SNIDER &amp; FAIN, P.C. Total:</b>					<b>145.82</b>
<b>Purchased From Vendor: YMCA OF GREATER KANSAS CITY</b>					
YMCA OF GREATER KANSAS CI	YMCA OF GREATER KANSAS CI	11/07/2023	YMCA Memberships/Support F	10-115-000-21301	522.00
YMCA OF GREATER KANSAS CI	YMCA OF GREATER KANSAS CI	11/07/2023	YMCA Memberships/Support F	10-341-000-22800	23,634.75
YMCA OF GREATER KANSAS CI	YMCA OF GREATER KANSAS CI	11/07/2023	YMCA Memberships/Support F	10-341-000-22801	6,721.00
<b>Purchased From Vendor YMCA OF GREATER KANSAS CITY Total:</b>					<b>30,877.75</b>
<b>Grand Total:</b>					<b>424,112.97</b>



## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
10 - GENERAL FUND	137,492.29	738.44
21 - CAPITAL IMPROVEMENTS FUND	286,620.68	36,000.00
<b>Grand Total:</b>	<b>424,112.97</b>	<b>36,738.44</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
10-10010	Administrative Petty Cas	538.44	538.44
10-112-000-17900	Unemployment Tax	1,503.33	0.00
10-112-000-20300	Other Legal Fees	145.82	0.00
10-112-000-21300	Other Professional Fees	13,166.93	0.00
10-112-000-32001	Publications	1,281.00	0.00
10-112-000-32300	Copy Machine Maintena	368.73	0.00
10-112-000-36100	Business Meetings	104.00	0.00
10-112-000-40500	IT Professional Services	7,127.41	0.00
10-112-000-40700	IT Software and Subscrip	5,283.96	0.00
10-112-000-50500	Office Supplies	20.99	0.00
10-112-000-51500	Postage	159.00	0.00
10-112-000-53900	BOA Meeting/Supplies	249.56	0.00
10-115-000-21301	Healthy Employee	669.42	0.00
10-115-000-21302	Employee Betterment	627.00	0.00
10-115-000-31200	Annual Programs	350.00	0.00
10-20010	Security Deposits	90.00	0.00
10-216-000-32000	Printing	102.30	0.00
10-216-000-40500	IT Professional Services	85.00	0.00
10-221-000-40500	IT Professional Services	8,132.25	0.00
10-221-000-40700	IT Software and Subscrip	2,400.00	0.00
10-221-000-44514	Crim. Invest Lab	691.15	0.00
10-221-000-56000	Uniforms	85.00	0.00
10-223-000-40500	IT Professional Services	3,319.24	0.00
10-223-000-40700	IT Software and Subscrip	913.76	0.00
10-223-000-40705	Livescan Circuit Charge	225.00	0.00
10-224-000-20300	Police Legal Fees	4,419.49	0.00
10-224-000-30800	Fingerprinting	99.75	0.00
10-224-000-34500	Professional Dues	2,500.00	0.00
10-224-000-40500	IT Professional Services	195.00	0.00
10-226-000-41000	Vehicle Maintenance	2,005.53	0.00
10-331-000-26100	Yard Waste & Dumpster	336.00	0.00
10-331-000-26800	City-Wide Streetlighting	22,937.27	0.00
10-331-000-40500	IT Professional Services	382.00	0.00
10-331-000-41800	Grounds Maintenance	2,362.23	0.00
10-331-000-44000	Equipment Rental	196.64	0.00
10-332-000-41000	Vehicle Maintenance	105.90	0.00
10-336-107-25000	Electricity - EH Young	800.99	0.00
10-336-108-25000	Electricity - Renner	136.95	0.00
10-336-111-25000	Electricity - Welcome Pla	273.66	0.00
10-336-112-25000	Electricity - Fountains	993.52	0.00
10-336-113-25000	Electricity - ROW Irrigati	38.14	0.00
10-336-121-25000	Electricity Horizons ROW	1,664.52	0.00
10-337-101-25000	Electricity - PW	495.76	0.00
10-337-101-41500	Building Maint. - Public	135.39	0.00
10-337-102-25000	Electricity - City Hall	4,664.42	0.00
10-337-102-41500	Building Maint. - City Hal	92.16	0.00
10-337-102-44200	Custodial - City Hall	1,690.00	0.00
10-337-103-25000	Electricity - Public Safety	4,535.04	0.00
10-337-103-41500	Building Maint. - Public S	353.07	0.00
10-337-103-44200	Custodial - Public Safety	2,000.00	0.00
10-337-104-25000	Electricity - Comm. Cent	1,686.69	0.00



RIVERSIDE\COMPADMIN

## Payment Register

APPKT03052 - Pre Written 10/30/23

99 - CITY OF RIVERSIDE

Bank: USB - US Bank

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">05023</a>	Asphaltic Surfaces					36,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/30/2023	36,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">R-2021-109</a>	Escrow Payment Resolution No. R-2021-109	10/30/2023	11/07/2023	0.00	36,000.00	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
USB	Check	1	1	0.00	36,000.00
Packet Totals:		1	1	0.00	36,000.00

Cash Fund Summary

Fund	Name	Amount
99	CASH ACCOUNT	-36,000.00
Packet Totals:		-36,000.00





RIVERSIDE\COMPADMIN

# Payment Register

APPKT03049 - Pre Written 10/24/2023

99 - CITY OF RIVERSIDE

Bank: USB - US Bank

Vendor Number	Vendor Name					Total Vendor Amount
00113	RIVERSIDE, CITY OF					738.44
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/24/2023	283.80			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10/13/2023	REIMB PETTY CASH/ POLICE ADMINISTRATION	10/13/2023	11/07/2023	0.00	283.80	
Check		10/24/2023			254.64	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10/23/2023	PETTY CASH/ ADMINISTRATION	10/23/2023	11/07/2023	0.00	254.64	
Check		10/24/2023			200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10/24/2023	PETTY CASH/ ADMINISTRATION	10/24/2023	11/07/2023	0.00	200.00	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
USB	Check	3	3	0.00	738.44
Packet Totals:		3	3	0.00	738.44

Cash Fund Summary

Fund	Name	Amount
99	CASH ACCOUNT	-738.44
Packet Totals:		-738.44









Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
USB	EFT	3	2	0.00	1,084.52
Packet Totals:		3	2	0.00	1,084.52



RIVERSIDE\COMPADMIN

## Payment Register

APPKT03054 - Payroll Payables 11/3/2023

99 - CITY OF RIVERSIDE

Bank: USB - US Bank

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">03698</a>	FOP LODGE 50 - UNION DUES	329.46			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT		11/01/2023	329.46		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">INV0012239</a>	POLICE UNION DUES / 12/18/2020 PAYROLL	11/03/2023	11/03/2023	0.00	329.46

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">02925</a>	IAFF LOCAL 42 - UNION DUES	755.06			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT		11/01/2023	755.06		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">INV0012251</a>	UNION DUES FT/ 12/18/2020 PAYROLL	11/03/2023	11/03/2023	0.00	637.65
<a href="#">INV0012252</a>	UNION DUES PT/ 12/18/2020 PAYROLL	11/03/2023	11/03/2023	0.00	117.41

Cash Fund Summary

Fund	Name	Amount
99	CASH ACCOUNT	-1,084.52
Packet Totals:		-1,084.52



## Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
USB	Manual Bank Draft	29	1	0.00	38,843.62
Packet Totals:		29	1	0.00	38,843.62







Bank: USB - US Bank

Vendor Number Vendor Name

00031 EVERGY

Total Vendor Amount

38,843.62

Payment Type Payment Number

Bank Draft DFT0009226

Payment Date Payment Amount

11/02/2023 38,843.62

Discount Amount Payable Amount

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">1001 NW Argosy 09/17-10/16</a>	1001 NW ARGOSY PKWY (3999) 09/17-10/16	10/16/2023	11/07/2023	0.00	323.03
<a href="#">1001 NW Argosy 9/17-10/16</a>	1001 NW ARGOSY PKWY (7111) 9/17-10/16	10/16/2023	11/07/2023	0.00	477.96
<a href="#">145 NW Jeff Taylor 09/17-10/16</a>	145 NW JEFF TAYLOR PKWY 09/17-10/16	10/16/2023	11/07/2023	0.00	82.88
<a href="#">1638 4100 NW Riverside</a>	4100 NW RIVERSIDE DR (1638) 09/17-10/16	10/16/2023	11/07/2023	0.00	180.64
<a href="#">2025 NW Valley 09/17-10/16</a>	2025 NW VALLEY (2154) 09/17-10/16	10/16/2023	11/07/2023	0.00	993.52
<a href="#">2509 W Platte 09/17-10/16</a>	2509 W PLATTE TS (7222) 09/17-10/16	10/16/2023	11/07/2023	0.00	37.16
<a href="#">2626 NW Platt 09/17-10/16</a>	2626 NW PLATT RD (5780) 09/17-10/16	10/16/2023	11/07/2023	0.00	1,027.28
<a href="#">2805 NW Vivion Rd 09/17-10/16</a>	2805 NW VIVION RD (3516) 09/17-10/16	10/16/2023	11/07/2023	0.00	273.66
<a href="#">2901 NW Vivion 09/17-10/16</a>	2901 NW VIVION RD (9424) 09/17-10/16	10/16/2023	11/07/2023	0.00	136.95
<a href="#">2950 NW Vivion Rd 09/17-10/16</a>	2950 NW VIVION RD (0722) 09/17-10/16	10/16/2023	11/07/2023	0.00	4,664.42
<a href="#">2990 NW Vivion 9/17-10/16</a>	2990 NW VIVION RD (5202) 9/17-10/16	10/16/2023	11/07/2023	0.00	4,389.07
<a href="#">3880 NW Argosy 09/17-10/16</a>	3880 NW ARGOSY CASINO PKWY (0946) 09/17-10/16	10/16/2023	11/07/2023	0.00	19.10
<a href="#">3902 NW Van De Populier 09/17-10/16</a>	3902 NW VAN DE POPULIER (9788) 09/17-10/16	10/16/2023	11/07/2023	0.00	22.23
<a href="#">4026 NW Argosy Casino 9/17-10/16</a>	4026 NW ARGOSY CASINO PKWY (8248) 9/17-10/16	10/16/2023	11/07/2023	0.00	19.04
<a href="#">4100 NW Riverside 09/17-10/16</a>	4100 NW RIVERSIDE DR (9862) 09/17-10/16	10/16/2023	11/07/2023	0.00	112.69
<a href="#">4100 NW Riverside 5006 09/17-10/16</a>	4100 NW RIVERSIDE DR (5006) 09/17-10/16	10/16/2023	11/07/2023	0.00	18.69
<a href="#">4100 NW Riverside Dr 0868 09/17-10/16</a>	4100 NW RIVERSIDE DR (0868) 09/17-10/16	10/16/2023	11/07/2023	0.00	113.78
<a href="#">4101 Van De Populier 09/17-10/16</a>	4101 VAN DE POPULIER SIREN (4759) 09/17-10/16	10/16/2023	11/07/2023	0.00	31.48
<a href="#">4102 NW Riverside 09/17-10/16</a>	4102 NW RIVERSIDE DR (9970) 09/17-10/16	10/16/2023	11/07/2023	0.00	18.71
<a href="#">4103 NW Tremont 9/17-10/16</a>	4103 NW TREMONT RD (2268) 9/17-10/16	10/16/2023	11/07/2023	0.00	567.89
<a href="#">4200 NW Riverside 8490 9/17-10/16</a>	4200 NW RIVERSIDE DR, A (8490) 9/17-10/16	10/16/2023	11/07/2023	0.00	20.19
<a href="#">4200 NW Riverside 9/17-10/16</a>	4200 NW RIVERSIDE DR (3245) 9/17-10/16	10/16/2023	11/07/2023	0.00	475.57
<a href="#">4498 NW High Dr 09/17-10/16</a>	4498 NW HIGH DR (0016) 09/17-10/16	10/16/2023	11/07/2023	0.00	1,686.69
<a href="#">4500 NW High Dr 9/17-10/16</a>	4500 NW HIGH DR (6859) 09/17-10/16	10/16/2023	11/07/2023	0.00	172.15
<a href="#">4509 Gateway 09/17-10/16</a>	4509 GATEWAY TS (2408) 09/17-10/16	10/16/2023	11/07/2023	0.00	35.95
<a href="#">4700 NW High Dr 9/17-10/16</a>	4700 NW HIGH DR (9838) 9/17-10/16	10/16/2023	11/07/2023	0.00	31.61
<a href="#">4702 NW High 09/17-10/16</a>	4702 NW HIGH DR (8495) 09/17-10/16	10/16/2023	11/07/2023	0.00	28.82
<a href="#">5150 NW 41st 9/17-10/16</a>	5150 NW 41ST ST (7599) 9/17-10/16	10/16/2023	11/07/2023	0.00	47.12
<a href="#">Streetlights 09/17-10/16</a>	0107160767 - STREETLIGHTS 09/17-10/16	10/17/2023	11/07/2023	0.00	22,835.34



Cash Fund Summary

Fund	Name	Amount
99	CASH ACCOUNT	-38,843.62
Packet Totals:		-38,843.62



## RESOLUTION NO. R-2023-158

### **A RESOLUTION JOINING BIKEWALKKC AND ENDORSING AN APPLICATION TO THE US DEPARTMENT OF TRANSPORTATION'S (USDOT) THRIVING COMMUNITIES PROGRAM – R (REGIONAL) FOR A PILOT PROJECT TO ASSIST COMMUNITIES THROUGH TRANSPORTATION IMPROVEMENTS.**

**WHEREAS**, the City of Riverside deems it a high priority to improve quality of life for all citizens through the development of an inclusive transportation network, and

**WHEREAS**, the City of Riverside has been working with BikeWalkKC to help develop the City's new Comprehensive Plan with a strong focus on active transportation for all users, and

**WHEREAS**, this program will provide the City of Riverside with assistance in identifying funding opportunities, supporting redevelopment planning, funding planning and technical assistance activities, and supporting regional solutions to transportation needs, and

**WHEREAS**, the Board of Aldermen of the City of Riverside agree to partner with BikeWalkKC and provide a letter of support for the application to the USDOT's Thriving Communities Regional Pilot Program,

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** the Board of Aldermen support BikeWalkKC's submittal of a grant application for consideration by the USDOT and will work cooperatively with the Project Team and the USDOT to develop a mutually agreed upon contract detailing a scope of work, timeline, roles/responsibilities, and deliverables, and

**FURTHER THAT** the Mayor, the City Administrator, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 7th day of November 2023.

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Mayor Kathleen L. Rose

ATTEST:

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Robin Kincaid, City Clerk



November 7, 2023

City of Riverside MO  
2950 NW Vivion Rd  
Riverside, MO 64150

To Whom It May Concern,

This letter serves as a commitment by the City of Riverside, Missouri to participate in the United States Department of Transportation's Thriving Communities Regional Pilot Program (TCP-R) with Missourians for Responsible Transportation and BikeWalkKC (The Project Team). We look forward to increasing our community's capacity to plan, fund, and deliver future transportation projects that support our goals for safety, connectivity, sustainability, accessibility, and housing.

If the Project Team's TCP-R application is selected for funding, we agree to work cooperatively with the Project Team and the USDOT to develop a mutually agreed upon contract detailing a scope of work, timeline, roles responsibilities, and deliverables.

We commit to a three-year project with Year 1 and Year 2 including technical assistance to build capacity in our community and Year 3 including peer learning, professional development, and information sharing with other TCP-R participating communities.

We understand that at least 20% of USDOT funds secured by the Project Team will be directed toward participating local agencies, with the funding amount dependent on the level of funding awarded by USDOT. The contract will detail the funding amount, eligible uses of the funds to support our work on the project, and payment schedules.

Signed,

Kathleen L. Rose  
Mayor

## Thriving Communities Regional Pilot Program (TCP-R) Missourians for Responsible Transportation

### What is the opportunity?

The United States Department of Transportation has issued a Notice of Funding Opportunity ([NOFO 20.942](#)) to select four pilot projects to develop and implement technical assistance, planning, and capacity building to help improve and foster thriving communities through transportation improvements.

Through TCP, DOT will award cooperative agreements for Capacity Builders to provide technical assistance, planning, and capacity building support that advances transformative infrastructure plans, projects, and processes primarily in communities that have disproportionate rates of pollution and poor air quality, communities experiencing disproportionate human health and environmental effects (as defined by Executive Order No. 12898), areas of persistent poverty as defined in section 6702(a)(1) of title 49, United States Code, or historically disadvantaged communities.

The TCP-R program is planned to start in Summer 2024 and will last three years.

### Who is the project team?

[Missourians for Responsible Transportation](#) (MRT) is a partnership of four nonprofits working to foster strong communities by aligning efforts for streets, roads, and trails that work for all Missourians (BikeWalkKC in Kansas City, Local Motion in Columbia, Ozark Greenways in Springfield, and Trailnet in St. Louis).

Our teams include professional community/regional planners, public policy experts, communications professionals, project managers, and fundraisers. Since 2018 MRT has been working across rural, urban, and suburban communities to provide technical assistance for public policy, community planning, trail-oriented development, and more. Our work has been funded by the Missouri Department of Health and Senior Services, Missouri Department of Transportation, Missouri Foundation for Health, and other government and foundation partners.

BikeWalkKC is the lead applicant for the USDOT grant and will be the entity with which participating communities contract.



## What will my community get out of this project?

You will get two years of high-quality technical assistance and capacity building support based on a scope of work tailored to the needs and goals of your community. The funding cannot be used directly for project implementation/construction but rather to increase your community's ability to seek and win transportation grants and other funding sources.

Some of the eligible activities include but are not limited to:

**identifying funding opportunities** that align with transportation goals and advance mobility access, climate resilience, equitable community development, healthy communities in support of regional or statewide plans

supporting **predevelopment planning** and scoping of projects that coordinate transportation with other land use, housing, and infrastructure development

**building organizational capacity** and strengthened relationships between key stakeholders that deepen regional engagement and collaboration, position partners for future funding opportunities, and/or support inclusive planning processes

**funding planning and technical assistance activities** that reform local land use and zoning policies to align transportation infrastructure investment with equitable community development

**establishing pooled resources and/or innovative funding tools** that increase community investments in transportation, housing, environment, and health

**supporting regional economic and workforce development** that promotes local hiring, access to transit, and jobs in high quality industries

**activities to support grant writing**, project management, and compliance with grant administration requirements

**peer-learning, networking, and knowledge sharing** on strategies, types of tools, and lessons learned with other communities in the applicant's state or region

### Direct funding

At least 20% of the total grant budget must be sub-granted to participating communities to support your time and effort in participating in the project. The amount of local grants will depend on the number of participating communities and the total funding awarded to MRT.

The first two years of the project will focus on providing you with technical support and capacity building. The third will focus on peer learning with other participating communities and developing sustainability plans and funding sources to continue your momentum going forward.

## What would I commit to?

Your agency commits to fully participating in the project for its three year lifecycle. We will work with each community to develop a contract with a mutually agreed upon scope of work, timeline, roles and responsibilities, deliverables, subgrant, etc.

We know many communities have limited staff capacity to take yet another project. Our work plans will be sensitive to this concern, striving to work efficiently and minimize the time and effort burden on you and your staff.

The letters of commitment required for the grant application are not binding contracts. Those will only be developed if we are successfully funded.

## Who would we work with?

The unique nonprofit MRT model provides communities with access to high quality services at accessible prices. This USDOT Thriving Communities grant will allow us to provide service to your community at no cost to your agency. The direct funding support to local communities will also compensate your agency for its time and effort.

Your community will be paired with one of the MRT partner organizations as your primary contact. That organization will have access to the professional expertise of all four partners across the state.

This grant would also allow us to bring in additional consultants from the private sector to provide specialized skills like landscape architecture, traffic engineering, and more. A contract and scope of work will detail the project team and supplemental consultants assigned to your project.

As the lead organization on the grant application, all contracts will be with BikeWalkKC in Kansas City.

## Questions?

If you have questions or need additional, please contact the partner who reached out to you, or BikeWalkKC Executive Director Eric Rogers ([eric.rogers@bikewalkkc.org](mailto:eric.rogers@bikewalkkc.org) or 816-205-7056 x4)



**2950 NW Vivion Road  
Riverside, Missouri 64150**

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**MEMO DATE:** Nov 3, 2023  
**AGENDA DATE:** Nov 7, 2023  
**TO:** Mayor and Board of Aldermen  
**FROM:** Jason Ketter  
**RE:** Change Order 8  
Security and Access Control Project

**BACKGROUND:** The Security and Access Control Project was approved on March 2021 and consists of:

- New Door Access and control system
- New Security Camera system

*This Project started in May 2021 and is nearly complete, but in the process, we have identified some places we would like to add to the security and integrity of our institution.*

- The smart lockers in the original bid are no longer available and after starting the process over we found we could simplify with only one set of lockers instead of two.
- Original intent of moving from pen and paper to computer controlled evidence tracking and reporting.

**BUDGETARY IMPACT:** \$838,429.01 will be expended out of the 2021 Security and Access Control Project.

Original Contract Amount	\$703,637.00
Total of Previous Changes	\$89,608.41
Total this Change Order	\$45,183.60
Current Contract Total	\$838,429.01

**RECOMMENDATION:** Staff recommends approval of the resolution and acceptance of the change order with Kenton Brothers.

**RESOLUTION NO. R-2023-159**

**A RESOLUTION APPROVING CHANGE ORDER 8 TO THE AGREEMENT WITH KENTON BROTHERS LOCKSMITHS, INC FOR ADDITIONAL EQUIPMENT AND LABOR IDENTIFIED DURING THE CITY COMPLEX VIDEO AND ACCESS CONTROL PROJECT RESULTING IN A REVISED CONTRACT AMOUNT OF \$838,429.01 FOR SUCH PURPOSES.**

**WHEREAS**, the City of Riverside (“City”) awarded to Kenton Brothers Locksmiths, Inc the bid for the City Complex Video and Access Control Project on April 5, 2021 pursuant to Resolution R-2021-033; and

**WHEREAS**, the Board of Aldermen finds that it is in the best interest of the City to approve Change Order 8 for \$45,183.60 to the agreement with Kenton Brothers Locksmiths, Inc, resulting in a total revised contract amount not to exceed \$838,429.01.

**BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:**

**THAT** Change Order 8 to the Agreement between the City and Kenton Brothers Locksmiths, LLC, a copy of which is attached hereto for \$45,183.60 and incorporated herein, is approved and the Mayor is authorized to execute the same on behalf of the City. The resulting revised total contract amount shall not exceed \$838,429.01 for the scope of work.

**FURTHER THAT** the Mayor, the City Administrator, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements, and other documents, as may be necessary or convenient to perform all matters herein authorized.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the \_\_\_\_ day of \_\_\_\_\_ 2023.

---

Mayor Kathleen L. Rose

ATTEST:

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Robin Kincaid, City Clerk

Proposal: Q3760

Locker Solution



Prepared for:

**11552 City of Riverside**  
2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**P  
E  
W**

Proposal Issued:  
11/2/2023

Proposal Valid to:  
12/02/23

## Client Information

**Name:** 11552 City of Riverside

**Site:**  
**11552 City of Riverside**

2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**Billing:**  
**11552 City of Riverside**

2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**Contact:**

## Project Description

### *Project Objectives*

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide evidence locker solution.

The services and hardware proposed in this document are developed based on the information provided by City of Riverside. The configuration and technical details set forth in this document are intended to provide City of Riverside with a solution designed to meet the current and future needs of the company.

### *Project Scope of Work*

#### Access Control System Description

KB will provide a standalone evidence locker solution. A credit of has been applied for locker solution on initial proposal.

Evidence locker solution will not be integrated to Gallagher.

KB will work with Signifi to provide lockers.

**Customer provided fire contractor to relocate existing fire alarm at installation locations.**

**1 year of system support is included in this proposal cost.**

**KB cannot provide warranty of this system and all warranties and guarantees are made by manufacturer and are the sole responsibility of the customer to track, manage and report service items to the manufacturer.**

#### Warranty

- Materials are warrantied according to the manufacturer's warranty (minimum 1 year).
- Labor and workmanship is warrantied for 90 days.

### Customer Requirements

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide IP addresses needed for this project.
- Provide names for all door locations and access levels prior to programming.
- Provide all usernames and password to complete scope.
- Provide internet security for server/access controller.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the Customer additional fees for any down time occurred during the installation if Customer Requirements are not met.

### Project Assumptions

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- Existing door hardware is functioning as designed. Door hardware repair / replacement can be performed at an additional charge.
- All work will be performed with a 6'-8' ladder.
- All work will be performed during normal business hours unless noted in the scope of work.
- Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame
- Door frame modifications will be concealed as much as possible, however some modifications may be seen.



***Project Exceptions***

- Door and frame adjustments / repairs are excluded, unless otherwise specified in scope.
- Existing door hardware / repairs are excluded, unless otherwise specified in scope.
- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.



# PROJECT INVESTMENT SUMMARY

Equipment:	\$0.00
Miscellaneous Charges:	\$64,548.00
<b>Grand Total:</b>	<b>\$64,548.00</b>

Grand Total listed here does not include any Service Plan amount listed below in the next section.

## System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the above listed sum plus applicable taxes.

## Estimated Invoice Schedule

## Amount

Initial Deposit	\$19,364.40
Progress Payment	\$0.00
Progress Payment	\$0.00
Final	\$45,183.60

## Payment Terms:

Payment shall be Net 30 of invoice date. Balance(s) to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

## Project Budget

### Locker Solution

#### Access Control

- 1 **Kenton Brothers Sub Contractor**  
Sub Contracted Work
- 1 **Kenton Brothers Sub Contractor Credit**  
Sub Contracted Credit

<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$64,548.00</b>
<b>Access Control Total</b>	<b>\$64,548.00</b>

<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$64,548.00</b>

<b>Locker Solution Total</b>	<b>\$64,548.00</b>
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<b>Equipment Subtotal:</b>	<b>\$0.00</b>
<b>Labor Subtotal:</b>	<b>\$64,548.00</b>

<b>Project Subtotal:</b>	<b>\$64,548.00</b>
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# STANDARD TERMS AND CONDITIONS

## 1. DEFINITIONS

- (a) **"CCTV"** means closed circuit television.
- (b) **"Customer Location(s)"** means the location(s) of Customer identified in the KB Fee Schedule.
- (c) **"Effective Date"** means the effective date of this Agreement established on page 1 hereof.
- (d) **"Equipment"** means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) **"Fees"** means Kenton Brothers, Inc. ("KB")'s costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable KB Fee Schedule.
- (f) **"Installation Services"** means the process by which KB installs Equipment and/or Software for Customer pursuant to a KB Fee Schedule.
- (g) **"Leased Equipment"** means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a KB Fee Schedule.
- (h) **"Licensed Software"** means the machine-readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a KB Fee Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) **"Purchased Equipment"** means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a KB Fee Schedule.
- (j) **"Remote Video Equipment"** means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a KB Fee Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any compatible computer or smart phone connected to high speed Internet.
- (k) **"Remote Video Server Access"** means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any compatible computer connected to high-speed internet connection or any smart phone or smart device with Internet access capabilities.
- (l) **"KB Fee Schedule"** means any purchase schedule or other order form executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. KB Schedules become effective upon execution by both parties. This Agreement and any associated KB Fee Schedule shall be conclusive and govern KB's agreement with the customer unless amended as provided by Section 20(b). **All waiver, alteration, or modification to these terms by a purchase order confirmation or other subsequent customer document are hereby expressly refused unless signed by a KB agent authorized to change these terms and conditions.**
- (m) **"Services"** means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a KB Fee Schedule, including any authorized changes, modifications, improvements and enhancements KB provides pursuant to a KB Fee Schedule and this Agreement.
- (n) **"Software"** means the Licensed Software and Sublicensed Software.
- (o) **"Sublicensed Software"** means all third-party manufacturer firmware (embedded software accompanying Equipment) and all thirdparty software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a KB Fee Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) **"Maintenance and Support Services"** means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a KB Fee Schedule.
- (q) **"KB Maintenance and Support Services Fee Schedule"** means a KB Fee Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) **"Work Product"** means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

## 2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each KB Fee Schedule. If there is any express conflict between the terms of this Agreement and the terms of a KB Fee Schedule, the terms of the KB Fee Schedule shall govern and control to the extent of such conflict. If

the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the

KB Fee Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such KB Fee Schedule.

## 3. SERVICES

(a) Services. During the term of this Agreement, KB will provide the Services set forth on the applicable KB Fee Schedule. Unless otherwise expressly provided in a KB Fee Schedule, the Services (including, without limitation, Maintenance and Support Services

# PROJECT ACCEPTANCE

## Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective, as of the date (the "**Effective Date**") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "**Schedule**" and collectively the "**Schedules**"), and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Accepted by:

Client:

Date

*Bolek, Chris*

November 2, 2023

Contractor: **Kenton Brothers**

Date

described

in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable KB

Fee Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment,

Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance.

Subject to

the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or

decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer

of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised KB Fee Schedule,

change order or other written document acceptable to both parties, reflecting the changes. All other terms hereunder are not changed unless

expressly accepted by KB by a KB agent authorized to change these terms and conditions.

(c) Additional Services. At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of an applicable KB Fee Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and

shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are

required, they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation.

Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the KB Fee Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property

interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the KB

Fee Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer

Location(s) identified in the KB Fee Schedule, conditioned on Customer's compliance with the terms of this Agreement and with the express

understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by

or through KB.

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a KB Fee Schedule, Customer authorizes

KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as

determined by KB in its sole discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause.

#### **4. EQUIPMENT AND SOFTWARE**

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a KB Fee Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a KB Fee Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable KB Fee Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software

on a KB Fee Schedule solely during the license term set forth in the KB Fee Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. Subject to the terms and conditions of this Agreement (including the applicable KB Fee Schedule), KB grants to

Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a KB Fee Schedule or described

as Sublicensed Software on a KB Fee Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as

further described in Section 4.(f).



(e) Shipping. By signing a KB Fee Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage

will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list

and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

**(g) DISCLAIMER OF WARRANTIES; THIRD-PARTY TERMS. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6(a) AND 12, KB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER REGARDING ANY EQUIPMENT OR SOFTWARE**

. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

**5. MAINTENANCE AND SUPPORT SERVICES**

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a KB Fee

Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and Software identified on the applicable KB Fee Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i)

an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's sole discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during

Regular Business Hours to identify the source of any reported problem with the covered Equipment and/or Software and remote repair of the

covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any onsite diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during

KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a KB Fee Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the

cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816)

842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance

fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: support@KentonBrothers.com. Customer

requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a KB Maintenance and Support Services Fee Schedule shall be subject to inspection by KB to determine if it is in good operating

condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at

Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be

made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such

Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable KB Maintenance

and Support Services Fee Schedule and shall continue for the period of months set forth in that KB Fee Schedule. Thereafter, unless the KB

Maintenance and Support Services Fee Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to

the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall

automatically renew for the additional, consecutive periods specified in the KB Fee Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable KB Fee Schedule, shall be the amount set forth in the KB Fee Schedule. Fees for renewal terms are subject to change as provided in Section 7.

(d) .

If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the KB Fee Schedule, KB shall

adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in

effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable KB Fee Schedule, the annual Fee for Maintenance and Support Services shall be

paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be

due monthly within thirty (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

#### **6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE**

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a KB Fee Schedule, KB

warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer,

that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded

software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12.

#### **CONSISTENT WITH SECTION 12, KB DISCLAIMS ALL WARRANTIES, OTHER THAN THE WARRANTY IN THIS SECTION 6.(A).**

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a KB Fee Schedule,

during the term of the Remote Video Access Service set forth in the KB Fee Schedule, KB will provide Customer with access via the Internet

to KB's remote video server which finds the IP address that Customer's CCTV is using in order to enable Customer to view the CCTV cameras on any compatible computer connected to high speed internet connection or any compatible smart phone or smart device with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV

system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to

the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing,

assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable KB Fee Schedule and shall continue for the period of months set forth in that KB Fee Schedule. Thereafter, unless the KB Fee Schedule otherwise

expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of

the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified

in the KB Fee Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable KB Fee Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable KB Fee Schedule, the annual Access Fee shall be paid in equal monthly installments

with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay

the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice. KB is not responsible for any effects related to any such interruption of Services due to Customer's non-payment.

#### **7. FEES AND PAYMENT**

(a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable KB

Fee Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable KB Fee Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the KB Fee Schedule shall be paid within thirty (30) days after the

date of invoice. The address for payment is 1718 Baltimore Ave. Kansas City MO 64108 or such other address KB designates in writing.

The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and

duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software

or Services (except for any taxes levied upon KB's income).

(b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable

KB Fee Schedule. Unless otherwise provided in a KB Fee Schedule, such credit card or debit authorization method of payment applies to

Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such

non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.

(c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option

and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum

interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment

terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the KB Maintenance and Support Services Fee

Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable KB Fee Schedule during the

then current term and/or (iv) any other remedies available at law or in equity.

(d) Reimbursement of Expenses. Unless otherwise noted in a KB Fee Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.

(e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

## **8. CUSTOMER OBLIGATIONS**

(a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the

extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software

at all times, including adequate bandwidth.

(b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology

systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration

of security components hereunder do not alter the proper functioning of Customer's network and systems. Further, Customer is solely responsible for maintaining the cyber security of Customer's network and preventing any unauthorized cyber intrusion to the Customer's

network or the Equipment or Software.

(c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the

Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.

(d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the

cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including,

without limitation, Services included in Maintenance and Support Services.

## **9. THIRD PARTY CENTRAL OFFICE MONITORING**

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested

by Customer and set forth in a KB Fee Schedule, KB will contract directly with a third-party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable KB Fee Schedule. This third-party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for

providing any monitoring services. Customer agrees that KB shall not be liable without limitation and under any circumstances for any events arising out of, or in any way related to, the third-party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

## **10. TERM; TERMINATION**



(a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any KB Fee Schedule remains in effect.

(b) Termination of a KB Fee Schedule. Either party may terminate any KB Fee Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or applicable KB Fee Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7.(c). Further, this Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a KB Fee Schedule for any reason, each party's rights and obligations under the KB Fee Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the KB Fee Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the KB Fee Schedule. If any KB Fee Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the KB Maintenance and Support Services Fee Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable KB Fee Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment and allow KB access in order to remove such Equipment. If the Customer fails to provide access to remove such Equipment, Customer authorizes KB to invoice the Customer for the fair market value of the Equipment and agrees to pay the same. KB is not responsible for any effects related to any such interruption of Services due to KB's termination under this provision.

#### 11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a KB Fee Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own sole discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

#### 12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return

receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE KB FEE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD-PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.**

### **13. LIMITATION OF LIABILITY**

**KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE KB FEE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE**

**MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.**

**14. INDEMNIFICATION BY CUSTOMER**

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not

limited to, reasonable attorneys' fees for attorneys selected by the KB Indemnified Party resulting from any claim, suit, action, arbitration or

proceeding brought or threatened by a third-party against any KB Indemnified Party to the extent arising from or relating to: (a) the design,

manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this

Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations

hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against

KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to

cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer,

Customer's family, and any other persons who may be in or near Customer's Location(s).

**15. EXCULPATORY CLAUSE**

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection

with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not

assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve

data, or property damage sustained by Customer as a result of burglary, theft, hold-up, cyber intrusion, hacking event (including, but not

limited to, software/firmware exploitation, spoofing, phishing, ransomware, and any misappropriation of any cyber credentials or passwords),

fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any

claims for contribution, indemnity or subrogation.

**16. CONFIDENTIAL INFORMATION**

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code,

databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall

maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third-party so as to afford

KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree

that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might

be entitled. At a minimum, Customer agrees that a Court may enter a Temporary Restraining Order without Notice to the Customer to prevent such a breach. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a

court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a

breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.



## 17. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

## 18. ARBITRATION OF DISPUTES

(a) Arbitration. EXCEPT AS PROVIDED IN SECTION 18.(C) BELOW, THE PARTIES AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN KB AND CUSTOMER WHICH ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SUBMITTED TO AND RESOLVED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES (INCLUDING ITS EMERGENCY RULES) THEN IN EFFECT AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY DEMAND FOR ARBITRATION MUST BE FILED PROMPTLY AND WITHIN A REASONABLE TIME AFTER A CLAIM, DISPUTE OR CONTROVERSY HAS ARISEN AND IN NO EVENT LATER THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ALLEGEDLY ACCRUED.

(b) Place. THE PARTIES AGREE THE PLACE OF ARBITRATION SHALL BE IN KANSAS CITY, MISSOURI.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this Section 18.

## 19. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any KB Fee Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding. A "prevailing party" is one that succeeds on any significant issue in the litigation which achieves some of the benefit the parties sought in bringing the action.

## 20. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of one (1) year after termination of this Agreement or one (1) year after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including any applicable KB Fee Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any KB Fee Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the **State of Missouri**, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without

limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over **Jackson County, Missouri**. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally

delivered if  
 by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service  
 such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and  
 notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in  
 any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this Section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates,  
 but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any  
 disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor  
 dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed,  
 Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this  
 Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any  
 KB Fee Schedule shall give any third party any claim or cause of action against KB.

(k) Rules of Interpretation. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any  
 provision of this Agreement. Except as otherwise expressly provided in this Agreement or as the context otherwise requires, the  
 following  
 rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) "or" and "any"  
 are  
 not exclusive and the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather  
 shall  
 be deemed to be followed by the words "without limitation;" (iii) a reference to any Contract includes permitted supplements and  
 amendments; (iv) a reference to a Law includes any amendment or modification to such Law; (v) a reference to a Person includes its  
 successors, heirs, legal representative and permitted assigns; (vi) a reference to one gender shall include any other gender; (vii)  
 "hereunder,"  
 "hereof," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section  
 or  
 other provision. The Parties agree that they have had an opportunity to review this Agreement and negotiate changes or modifications,  
 therefore, the parties waive the application of any Law or rule of construction providing that ambiguities in an agreement or other  
 document  
 will be construed against the party drafting such agreement or document.



**A RESOLUTION APPROVING AN AGREEMENT WITH MISSOURI POLICE CHIEFS' ASSOCIATION, INC. FOR TESTING AND ASSESSMENT SERVICES**

**BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** the Board of Aldermen hereby approves the Agreement with Missouri Police Chiefs' Association, Inc., a copy of which is attached in its substantial form, and further authorizes the Mayor to execute the same on the City's behalf;

**FURTHER THAT** the City Administrator and such other officials of the City may execute any other additional documents or take such other actions as are necessary, incidental or expedient to carry out the intent of the agreement approved and the authority granted herein.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk



## **MISSOURI POLICE CHIEFS' ASSOCIATION TESTING & ASSESSMENT SERVICES AGREEMENT**

This **AGREEMENT** made October 25, 2023, by and between The Riverside Police Department, a Missouri Police Department organized and existing under the laws of the State of Missouri. (hereinafter "The Department"), and the Missouri Police Chiefs' Association, Inc., a general not for profit company incorporated and organized and existing under the laws of the State of Missouri with its principal place of business at 1001 East High, Jefferson City, Missouri 65101 (hereinafter "MPCA").

**WHEREAS**, The Department desires to enter into an agreement for the acquisition of professional development advice and assistance in testing and assessment for its police department positions and related matters upon such terms and conditions as the parties shall deem just and equitable, and

**WHEREAS**, The Department desires to acquire the professional services necessary to conduct the testing and assessment effective, professionally, and economically; and

**WHEREAS**, MPCA, through its staff and consultants, possess special expertise in the areas of the Department's police testing and assessment consistent with the Department's needs.

**NOW, THEREFORE**, in considerations of the mutual promises, agreements, undertakings, and covenants hereinafter set forth, the parties hereto agree as follows:

1. **Personnel and services to be Rendered by MPCA:** MPCA hereby agrees to provide the following services:
  - (a) MPCA is to provide professional staff and consultants to render agreed upon services. MPCA designated personal shall serve as the Administrator of the services outlined in this contract. Such other professionals shall be assigned as MPCA may determine from time to time are necessary to complete its obligations under this agreement, subject to Department's approval.
  - (b) The MPCA shall provide the services outlined in this agreement for the law enforcement position Sergeant.



- (c) MPCA will conduct a written test for all candidates, up to 12 applicants. The written test will be graded by the company providing the test.
- (d) MPCA will conduct a written in-basket exercise for all applicants and score all responses.
- (e) MPCA shall establish a panel of law enforcement professionals to conduct an oral interview for each individual seeking the position defined with this agreement.
- (f) MPCA shall score each of the exercises defined by this agreement Except the written test.
- (g) MPCA shall then provide a professional report to the Department of the results for the individual(s) seeking the position defined within this agreement.
- (h) MPCA will assist the department in any other matter that is needed and agreed upon to make sure the process is completed to the department's expectations.

2. **Consultant & Fees:** MPCA is authorized to use consultants/professionals for the performance of any of the services which it is to provide under the terms of this Agreement, provide the Department concurs of the selection of the persons to be utilized.

The Department shall pay MPCA a service fee in an amount of \$2800. Payment will be due within 15 days of the department receiving the final report from MPCA.

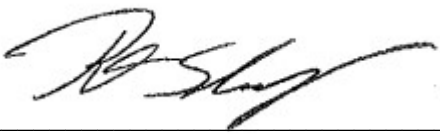
3. **Compensation of the Department:** For the services provided by MPCA under this Agreement, the Department shall receive professional assistance from MPCA in the testing and assessment of the rank defined by this agreement.
4. **Term of Agreement:** This AGREEMENT shall be made for the initial term of no more than 90 days from the date both parties sign this AGREEMENT.
5. **Miscellaneous Provisions:** This Agreement shall be the sole agreement between the parties hereto, and the parties further agree that there are no promises, representations or considerations constituting any part of this Agreement not recited herein or that induced either party to execute this Agreement and be bound hereby. The Department has the final decision-making authority as to the candidate(s) selected for the position(s).
6. **Applicable Law:** This Agreement shall be interpreted under the pursuant to the governing laws of the State of Missouri.
7. **Waiver:** The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect the right of such part at any later time to enforce or require the same unless waived in writing. No waiver by any party of any condition or breach shall be construed or deemed to be a waiver of any other condition or other breath of any term, covenant or warrant contained in the Agreement.

8. **Assignment and Modification:** This Agreement shall be binding upon the parties hereto and upon their successors and assigns upon proper adoption by the respective parties through the required legal means of adoption. This Agreement may only be modified or altered in writing and signed by the parties hereto.
9. **Assignability:** This Agreement shall be non-assignable except upon the written consent of the parties hereto, which written consent shall then constitute an addendum to this Agreement.
10. **Notices:** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when delivered in person or when sent by certified mail to the party for whom it is intended, at any address which either party hereto may from time-to-time designate for such purpose, and when any such notice is so delivered or mailed, it shall be deemed to have been given upon the delivery or mailing thereof.
11. **Severability:** If any position of this Agreement shall be held invalid and unenforceable for any reason, such invalidity shall not affect the remaining provisions of this Agreement.
12. **Authority to Enter into Agreement:** These signatories hereby acknowledge that they are authorized to enter in this Agreement on behalf of the respective parties.

The authorized representatives affixed their signatures on October 25, 2023, to two counterparts of this Agreement each of which shall constitute an original Agreement.

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For the Riverside Police Department  
Date signed: \_\_\_\_\_



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Robert Shockey for the MPCA  
Date signed: 10-25-23

**City of Riverside, Missouri Signature Page**

**for Agreement Approved and Authorized by Ordinance/Resolution No. \_\_\_\_\_**

CITY OF RIVERSIDE, MISSOURI

By: \_\_\_\_\_

Name: Kathleen L. Rose

Title: Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Robin Kincaid, City Clerk

COUNTERSIGNED BY CITY PURCHASING AGENT:

By: \_\_\_\_\_

Brian E. Koral, City Administrator

Dated: \_\_\_\_\_

**RESOLUTION NO. R-2023-161**

**A RESOLUTION APPROVING TASK ORDER NUMBER 1 WITH SFS**

**BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:**

**THAT** the Riverside Board of Aldermen hereby approves Task Order Number 1 by and between the City of Riverside and SFS, in substantially the form attached hereto, and the Mayor is authorized to execute the Task Order Number 1 on behalf of the City; and

**FURTHER THAT** the Mayor, the City Administrator and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized; and

**FURTHER THAT** this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED AND PASSED this 7<sup>th</sup> day of November 2023.

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Mayor Kathleen L. Rose

ATTEST:

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Robin Kincaid, City Clerk

**Task Order Number 1**  
**For Architectural / Engineering Services**

This Task Order is entered into as of the 7<sup>th</sup> day of November, 2023 (the “Effective Date”), by and between SFS Architecture Inc, a Missouri corporation having an office at 2100 Central St, Suite 31, Kansas City, MO 64108 (the “Consultant”) and the City of Riverside, Missouri, a Missouri municipal corporation (the “City”).


**WHEREAS**, the City has engaged Consultant to provide architectural / engineering services pursuant to the Agreement for Architectural / Engineering Services dated October 3, 2023 pursuant to which the City may task the Consultant to provide additional professional architectural / engineering services on a project-specific basis by acknowledging a separate Task Order.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

- 1. Incorporation of Base Agreement.** This Task Order is subject to all terms and conditions contained in the Agreement for Architectural / Engineering Services dated October 3, 2023, that are not inconsistent with the specific terms contained herein, and the Agreement for Architectural / Engineering Services dated October 3, 2023, between the parties is incorporated herein as if set forth in full by this reference.
- 2. Scope of Services.** The Scope of Services pursuant to this Task Order are as contained in Exhibit A.
- 3. Term.** Consultant shall begin work pursuant to this Task Order No. 1 upon its Effective Date and shall continue until the City Hall Renovation 540-023 (“Project”) Task Order 1 is completed.
- 4. Compensation.** Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for Architectural / Engineering Services dated October 3, 2023, between the parties.
- 5. Project Schedule.** See Exhibit A.

**IN WITNESS WHEREOF**, the Consultant and the City have executed this Agreement as of the Effective Date.

**SFS ARCHITECTURE, INC.:**

By:  \_\_\_\_\_  
Name: Kerry Newman, AIA  
Title: Principal  
Dated: November 3, 2023

**CITY OF RIVERSIDE, MISSOURI:**

By: \_\_\_\_\_  
Name: Kathleen L. Rose  
Title: Mayor  
Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Robin Kincaid, City Clerk

By: \_\_\_\_\_  
Name: Brian Koral  
Title: City Administrator  
Dated: \_\_\_\_\_

## Exhibit A to Task Order 1

sfsarchitecture  
drivenbyconnections



### PROJECT TEAM

SFS Architecture	Prime Consultant / Architect
Smith & Boucher	Mechanical, Electrical, Plumbing Engineering
Strategic Value Solutions	Cost Estimator

### PROJECT UNDERSTANDING

The current City Hall building was completed in 2001. Since that time department sizes, responsibilities and visitor interface needs have evolved. The city desires a comprehensive analysis of current and future needs to address current deficiencies and inefficiencies.

The scope of this Task Order 1 includes condition assessment, programming, concept planning and cost estimating for departments within the current City Hall. Departments include Administration, City Clerk, Community Development, Engineering, Finance/IT and Human Resources. In addition, Public Works, Police and Municipal Court will be interviewed for potential needs in City Hall. Along with the programming and concept planning, an exterior envelope condition assessment and MEP analysis will be performed to provide recommendations for improvements. It is anticipated that once a direction has been established and approved by the City, Task Order 2 will be issued for complete design and construction administration services.

### Budget

We understand a preliminary budget of \$1.5 million was anticipated for construction of the desired improvements. However, the city desires a total project budget to be determined based on the desired concept direction.

### Schedule

The City anticipates notice to proceed following City Council approval. SFS anticipates completion of Task Order 1 programming and concept planning and exterior envelope/MEP assessment in approximately 3 months following the Kickoff Meeting. A complete design schedule will be prepared for Task Order 2 upon request by the City.

### SCOPE OF WORK

Professional Services will include the disciplines of Architecture and Mechanical/Electrical/Plumbing Engineering.

### Task Order 1

#### Programming and Concept Planning:

- Refer to the attached Phase 1 Workplan
- Presentation to City Council as desired.
- Preparation of the total project budget for Owner confirmation and approval.
- Compilation of space needs program, concept design drawings and cost opinions for Owner confirmation and direction.

#### MEP Assessment:

- Review existing systems to determine age, condition, suitability for current installation. Systems include HVAC, plumbing, lighting/controls, power systems, fire sprinkler and fire alarm.
- Develop summary of existing equipment, existing HVAC zoning diagram and code change impacts.
- Review of overall available power watts/sf.
- Review generator capacity and connected systems.
- Provide recommendations for replacement and upgrades for all systems.



#### **Exterior Building Envelope Assessment:**

- Visual condition assessment of exterior envelope conditions including masonry walls, exterior doors, windows and roofing.
- Provide recommendations for repair and or upgrades to exterior envelope systems and materials.

#### **Basic Services Exclusions**

The following items are excluded from our Professional Services Fee noted above. These may be added on an as needed basis as additional services:

- 3-Dimensional renderings of potential improvements.
- Site design or engineering services.
- Hazardous materials assessment or abatement design.
- Furniture, fixtures, and equipment (FFE) design services.
- Detailed design or engineering services.
- Community engagement services.
- Interior architectural condition assessment.
- Removal of existing building materials or destructive testing.

#### **BASIC SERVICES COMPENSATION**

SFS Architecture proposes basic professional services fees at the following lump sum amounts:

##### **Task Order 1:**

<b>Programming, MEP Assessment and Concept Design:</b>	<b>\$ 54,710.00</b>
<b>Exterior Envelope Assessment :</b>	<b>\$ 8,450.00</b>

#### **Additional Services**

During the project additional services may be requested. Fees for additional services outside of the scope outlined in this proposal will be discussed and mutually agreed upon prior to SFS Architecture and the consultants proceeding with those services.

#### **REIMBURSABLE PROJECT FEES AND EXPENSES**

Reimbursable expenses are not included in the above basic services compensation. Items such as printing, reproductions, mileage, and postage, are considered reimbursable project expenses incurred by SFS and its consultants shall be billed and itemized by each cost incurred. We estimate reimbursable project related supplemental fees and expenses to be less than **\$500.00** and will invoice the City for expenses monthly at a rate of 1.0 times the actual cost to the Architect.

#### **Invoicing**

Invoicing will occur monthly for services rendered and are due upon receipt.

This task order is pursuant to the terms outlined in the Agreement for Architectural / Engineering Services between the City of Riverside, Missouri and SFS Architecture dated October 3, 2023.



## Task Order 1

### Kick Off Meeting

1 week

- Discuss project goals and objectives
- Review project workplan, schedule, deliverables and construction delivery methods
- Review program questionnaire and space programming process

### Condition Assessment and Space Needs Programming

4 weeks

- Distribute space needs programming questionnaire
- Perform existing MEP building assessment
- Perform existing exterior building envelope assessment
- Collect program questionnaire information
- On site program interview
- Prepare space needs program draft

### Team Review Meeting 1

1 week

- Review space needs program
- Review outline of MEP existing conditions
- Review outline of exterior building envelope conditions
- Solicit feedback from key staff members

### Work Period: Concept Design

2 weeks

- Prepare concept plan options
- Prepare rough order of magnitude pricing

### Concept Design Workshop

1 week

- Mechanical systems recommendations
- Present concept plan options
- Solicit feedback from key staff members
- Confirm preferred direction
- Discuss priorities and potential phasing

### Concept Refinement and Cost

2 weeks

- Refine preferred concept plan
- Project and construction cost opinion
- Prepare phasing plan

### Team Review Meeting 2

1 week

- Review refined concept plan
- Confirm mep approach
- Review cost information
- Discuss phasing options and timelines

### City Council Presentation

**RESOLUTION NO. R – 2023-162**

**A RESOLUTION APPROVING AN AGREEMENT WITH ONECAUSE, INC.**

**BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** the Board of Aldermen hereby approves the agreement with OneCause, Inc., a copy of which is attached in its substantial form, and further authorizes the Mayor to execute the same on the City's behalf; and

**FURTHER THAT** the City Administrator and such other officials of the City may execute any other additional documents or take such other actions as are necessary, incidental or expedient to carry out the intent of the agreement approved and the authority granted herein.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk



One more family fed,  
One more animal saved,  
One more child educated,  
One more step towards a cure,  
And a better tomorrow.

**One Team. OneCause®.**

This Services Order Form (the "Order Form") is entered into by and between the "Customer" (as defined below) and OneCause, Inc. (d/b/a "OneCause"). This Order Form with the terms and conditions of the OneCause Master Services Agreement ("MSA") and those of any other document referenced in this Order Form or the MSA constitute the agreement between Customer and OneCause (the "Agreement"). The MSA can be found at [onecause.com/msa](https://onecause.com/msa) and is incorporated herein by reference. Modifications, if any, to the MSA are included in Addendum A. Customer must complete, execute and deliver a copy of this Order Form, along with the applicable Amount Due at Signing (as defined below), in order to guarantee the pricing included in this Order Form. Reservation of the Event Date is confirmed upon receipt of the Amount Due at Signing and execution of this Order Form by both parties. Prices are subject to change without notice, until such time as the signed Order Form and applicable Amount Due at Signing are received by OneCause. All the terms and conditions applicable to Customer's use of the services and hardware provided by OneCause (collectively, the "Services") are set forth in this Order Form, the Addendum(s) attached hereto and incorporated herein, and the MSA. This Agreement may be modified only by a written agreement executed by both parties.

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**Date:** 11-02-2023

**Quote:** DHQ-27994\_Rev\_2

**Original Event Code:** BPE452391

For remittance of payments:

OneCause Inc  
PO BOX 8103  
Carol Stream, IL 60197-8103

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## Prepared For:

Holly Phillips  
Director  
2990 Northwest Vivion Road, Riverside, MO,  
United States, 64150

## Prepared By:

Chris Pearson  
cpearson@onecause.com

Dear Holly,

Here is the contract for the software & services we discussed. Please review the DealRoom and sign electronically at your earliest convenience. Let me know if you have any questions. I'm so excited to see OneCause accelerate your fundraising efforts!

Sincerely,



Chris Pearson  
Account Executive

This Services Order Form (the "Order Form") is entered into by and between the "Customer" (as defined below) and OneCause, Inc. (d/b/a "OneCause"). This Order Form with the terms and conditions of the OneCause Master Services Agreement ("MSA") and those of any other document referenced in this Order Form or the MSA constitute the agreement between Customer and OneCause (the "Agreement"). The MSA can be found at [onecause.com/msa](http://onecause.com/msa) and is incorporated herein by reference. Modifications, if any, to the MSA are included in Addendum A. Customer must complete, execute and deliver a copy of this Order Form, along with the applicable Amount Due at Signing (as defined below), in order to guarantee the pricing included in this Order Form. Reservation of the Event Date is confirmed upon receipt of the Amount Due at Signing and execution of this Order Form by both parties. Prices are subject to change without notice, until such time as the signed Order Form and applicable Amount Due at Signing are received by OneCause. All the terms and conditions applicable to Customer's use of the services and hardware provided by OneCause (collectively, the "Services") are set forth in this Order Form, the Addendum(s) attached hereto and incorporated herein, and the MSA. This Agreement may be modified only by a written agreement executed by both parties.

#### Software & Subscription Products/Services

Qty	Product	Net Price	ADAS
1	OneCause Fundraising Platform: Professional	\$795.00	\$795.00
1	Live Software Training - OneCause Fundraising Platform	\$295.00	\$295.00

Total Due at Signing

\$1,090.00

#### Event Services

Event Name	Net Price
FPAL Golf Tournament 1 Consulting - Up to 4 Hours	\$795.00

Total Due Post Event

\$795.00

Amount Due at Signing invoice(s) will be sent upon execution of this Contract, Due on Receipt.

Post Event invoice(s) for any remaining Amount Due, unless specified above, will be sent after the Event date, Due on Receipt.

## Product Descriptions

Product Name	Description
OneCause Fundraising Platform: Professional	Online & event fundraising software to manage ticketing & registration, sponsorships, tables, raffles, fixed price items, donations, tiered live appeals, live & silent auctions, item pick-up, and more. Includes 500 viewing hours of low latency broadcasting (RTMP). Includes Online Fundraising Pages, Text2Give mobile donations, and three (3) Keywords. Includes live phone, chat and email support. Customer will have the right to use software for campaigns and fundraisers for a period of 1 year starting with the order form activation date.
Live Software Training - OneCause Fundraising Platform	OneCause Fundraising Platform Onboarding Path and OneCause University
Consulting - Up to 4 Hours	The consulting engagement enhances what you have already learned in OneCause University. Your consultant will work with you over 3 calls to ensure you get the most out of the software as you prepare for your fundraising event.

## Ticket Fees

Ticket fees are waived for this organization.

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## Expediting Fees (if applicable)

Agreements that contain onsite Event Management and are signed within 60 days of the Event Date will include a \$295 expediting fee. Any signed within 30 days of Event Date will include a \$495 expediting fee. Please sign prior to 60 days out from your event to ensure adequate event preparation and to avoid an additional fee.

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## Sales Tax Exemption Notice

OneCause currently does not have a Sales Tax Exemption Certificate on file for your Organization, or the Sales Tax Exemption Certificate you previously provided has expired.

Please provide a current Certificate to avoid being charged Sales Tax on your invoice from OneCause by following this link: [Provide Sales Tax Exemption Certificate](#)

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## Currency

Please note that pricing on the contract is in US Dollars (USD). All invoices will be sent in USD. Invoices can be paid by a check/ ACH transfer that originates from a US bank or by credit card. If Canadian Dollars (CAD) is the preferred billing currency, please contact Chris Pearson prior to signing this contract so your billing currency can be updated to CAD.

### **For remittance of payments:**

#### **Standard Priority Mail:**

PO BOX 8103

Carol Stream, IL 60197-8103

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## Merchant Account Fee Schedule

Paid by Customer directly to Payment Processor, as calculated based on total Transaction Volume (as defined in Addendum 2 in the MSA). All credit card transactions are processed by our integrated, PCI Compliant Level 1 Payment Processor. Successful transactions will be deposited directly to your bank account by Payment Processor 1-2 business days after being processed in OneCause. The deposits will be for the gross amount, and processing and transaction fees will be debited at the end of the month or the beginning of the following month. Monthly Fee is an automatic debit from your bank account by Payment Processor on a monthly basis.

### **Payment Processing Rates and Charges:**

MASTERCARD, VISA, DISCOVER	8.5 %
AMERICAN EXPRESS	8.9 %
TRANSACTION FEES	\$0.35 per transaction
MONTHLY FEE	\$10.00

\*DDA/DBA Change Fee (\$35) and Return Draft Fee (\$30) may also apply.

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## Billing Information

Please complete the following billing information before signing your agreement.

Accounts Payable Contact Name	Email	Phone

Billing Street Address	City	State	Zip	Country
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2990 Northwest Vivion Road	Riverside	MO	64150	United States
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Tax Id/EIN
446005867

OneCause Representative	
Name	
Title	
Signature	
Date	

Riverside, Missouri Fire & Police Activities League	
Name	
Title	
Signature	
Date	

Original BPE Code:	BPE452391
Quote Name:	DHQ-27994_Rev_2
Opportunity Name:	Riverside, Missouri Fire & Police Activities League - Golf Tournament 2024

### **SUPERSEDING ADDENDUM**

1. This superseding addendum is made and entered as of the last date in the signature box below, by and between the City Riverside, Missouri (“City”) and OneCause, Inc. (“Contractor”).
2. This superseding addendum form is hereby made a part of the Master Service Agreement by and between the parties hereto (“Agreement”), modifying and superseding where it is inconsistent. All other terms and conditions of the Agreement remain unchanged, and this addendum is expressly incorporated and made a part of the Agreement.
3. The Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anyone, not a party hereto, to maintain suit pursuant to the terms of this Agreement.
4. Notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall constitute or be construed or deemed to constitute a waiver of the City’s sovereign immunity, or constitute an indemnity on the part of the City.
5. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Platte County, Missouri or in federal court of the Western District of Missouri
6. Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
7. In accordance with the laws of the State of Missouri, specifically Missouri Constitution, art. VI, section 26, notwithstanding any provision to the contrary, nothing in the Agreement shall be construed as creating an obligation or debt beyond the City’s fiscal year, and in the event that it does, performance of the City’s obligations under the Agreement is expressly subject to appropriation of funds by the City year-to-year during the duration of the Agreement.
8. Notwithstanding any term to the contrary, nothing in Section 10 shall prohibit the City from disclosing information that it must disclose pursuant to a court order, subpoena, or application of the Missouri Sunshine Law. Contractor agrees not to disclose any information received from the City or otherwise acquired while performing the services that would constitute a closed record under Missouri’s Sunshine Law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or by their authorized representatives.

**OneCause, Inc.:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF RIVERSIDE, MISSOURI:**

By: \_\_\_\_\_

Kathleen L. Rose, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Robin Kincaid, City Clerk

**COUNTERSIGNED BY:**

**CITY PURCHASING AGENT:**

By: \_\_\_\_\_

Brian E. Koral, City Administrator

Dated: \_\_\_\_\_

**Work Authorization Affidavit**

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is \_\_\_\_\_ and I am currently the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "Company"), whose business address is \_\_\_\_\_, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the services contracted between Company and the City.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

\_\_\_\_\_  
Affiant / Contractor

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public