

Upstream from ordinary. BOARD OF ALDERMEN MEETING RIVERSIDE CITY HALL 2950 NW VIVION ROAD RIVERSIDE, MISSOURI 64150 TENTATIVE AGENDA OCTOBER 3, 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 <u>agenda</u> and <u>non-agenda</u> items. However, any item not listed on the agenda will be taken under advisement. Public comment on any agenda item which has a <u>Public Hearing</u> 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.

Proclamation - National Fire Prevention Week 2023 - Fire Marshal Keith Payne

### **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 September 19, 2023.

R-2023-138: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2023-2024 WEEKS ENDING SEPTEMBER 22<sup>ND</sup> AND SEPTEMBER 29<sup>TH</sup> IN THE AMOUNT OF \$317,127.55. Point of Contact: Finance Director Erika Benitez.

R-2023-139: A RESOLUTION AUTHORIZING THE PURCHASE OF EMERGENCY EQUIPMENT FOR THREE (3) NEW POLICE VEHICLES THROUGH 911 CUSTOMS IN AN AMOUNT NOT TO EXCEED \$47,000.00. Point of Contact: Police Chief Chris Skinrood.

**R-2023-140: A RESOLUTION APPROVING TASK ORDER NUMBER 1 WITH DAKE WELLS.** Point of Contact: Capital Projects/Parks Manager Noel Challis Bennion.

### **REGULAR AGENDA**

- 1. First Reading: Bill No. 2023-059: AN ORDINANCE APPROVING AN AGREEMENT WITH THE KANSAS CITY AREA TRANSPORTATION AUTHORITY. Point of Contact: City Administrator Brian Koral.
- First Reading: Bill No. 2023-060: AN ORDINANCE AUTHORIZING AND APPROVING AN OPTION TO PURCHASE CERTAIN REAL PROPERTY AGREEMENT BY AND BETWEEN THE CITY OF RIVERSIDE, MISSOURI AND M.S. RESTORATION LLC, OR ITS ASSIGNEE AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS RELATED THERETO. Point of Contact: Community Development Director Mike Duffy.
- 3. First Reading: Bill No. 2023-061: AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF LEXY NICHOLSON AS A FULL-TIME POLICE OFFICER IN THE POLICE DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE. Point of Contact: HR Manager Amy Strough.
- 4. R-2023-141: A RESOLUTION APPROVING AN AGREEMENT FOR ARCHITECTURAL / ENGINEERING SERVICES BETWEEN THE CITY OF RIVERSIDE MISSOURI AND SFS ARCHITECTURE, INC. Point of Contact: Capital Projects/Parks Manager Noel Challis Bennion.
- 5. R-2023-142: A RESOLUTION APPROVING A PARK DEVELOPMENT AND NAMING RIGHTS AGREEMENT WITH VARIETY OF GREATER KANSAS CITY - TENT 8. Point of Contact: Capital Projects/Parks Manager Noel Challis Bennion.
- 6. R-2023-143: A RESOLUTION APPROVING AND ENDORSING APPLICATION TO THE PLATTE COUNTY COMMISSION FOR FUNDING UNDER THE PARKS AND RECREATION PARTNERSHIP GRANT PROGRAM, FUNDED BY THE COUNTY-WIDE DEDICATED PARKS AND RECREATION QUARTER-CENT SALES TAX. Point of Contact: Capital Projects/Parks Manager Noel Challis Bennion.
- 7. Communication from City Administrator A. Elected Officials Compensation Discussion
  - a) **Department Reports** 
    - i. Community Development
    - ii. Engineering
    - iii. Finance
    - iv. Fire

- v. Police
- vi. Public Works
- vii. Levee Board Report
- 8. Communication from Mayor
- 9. Communication from Board of Aldermen
- 10. Motion to Adjourn.

ATTEST Robin Kincaid, City Clerk

Posted 9.29.2023 at 4:00 p.m.

Shough

Amy Strough, Human Resources Manager



### Upstream from ordinary.

### FIRE PREVENTION WEEK PROCLAMATION "Cooking safety starts with YOU: Pay attention to fire prevention" October 8-14,2023

**WHEREAS,** the City of Riverside, Missouri is committed to ensuring the safety and security of all those living, working and visiting our City; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the location where people are at the greatest risk from fire; and

**WHEREAS**, home fires killed more than 2,800 people in the U.S. in 2021 and fire departments responded to 338,00 home fires where cooking was the leading cause; and

**WHEREAS**, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

**WHEREAS,** Riverside residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and

**WHEREAS**, Riverside residents will make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family member, including those with sensory or physical disabilities; and

WHEREAS, the 2023 Fire Prevention Week <sup>™</sup> theme, "Cooking safety starts with YOU! Pay attention to fire prevention <sup>™</sup> effectively serves to remind Riverside it is important to educate the public about simple but important steps to help reduce the risk of fire when cooking at home, keeping themselves and those around them safe.

**THEREFORE, I Kathleen L. Rose,** Mayor of Riverside, Missouri, do hereby proclaim October 8-14, 2023, as **Fire Prevention Week** throughout this City, and I urge all the people of Riverside to plan and practice cooking safety at home to reduce the risk of fire, for the Fire Prevention Week 2023 and to support the many public safety activities and efforts of Riverside Fire Department.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Riverside, Missouri to be affixed this 3<sup>rd</sup> day of October 2023.

Robin Kincaid, City Clerk

Kathleen L. Rose, Mayor

### MINUTES REGULAR MEETING BOARD OF ALDERMEN RIVERSIDE, MISSOURI

### Tuesday, September 19, 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, September 19, 2023.

Mayor Rose called the meeting to order at 6:04 p.m. Those in attendance were, Mayor Kathy Rose (via Zoom), Aldermen Jill Beck, Dawn Cockrell, Nathan Cretsinger, Jason Draut, Rob Milner, and Steve Palma (via Zoom).

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, City Engineer Travis Hoover, City Clerk Robin Kincaid, and City Attorney Paul Campo.

MOTION TO ENTER INTO CLOSED @ 6:04 P.M.	<ul> <li>Alderman Cockrell moved to enter closed session pursuant</li> <li>to RSMo 610.021 (1) Legal Action and litigation, and RSMo</li> <li>610.021 (2) Leasing, Purchase, or sale of real estate, second by</li> <li>Alderman Cretsinger.</li> <li>Yes: Cockrell, Cretsinger, Palma, Draut, Beck, and Milner.</li> <li>Motion carried 6-0.</li> </ul>
MOTION TO ADJOURN CLOSED @ 6:53 P.M.	Alderman Milner moved at 6:35 p.m. to adjourn closed session with action taken, second by Alderman Cockrell. Yes: Milner, Cockrell, Beck, Palma, Cretsinger, and Draut. Motion carried 6-0.
REGULAR SESSION	Mayor Kathy Rose called the Regular Session Meeting to order at 7:04 p.m.

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

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, Chief Chris Skinrood, Fire Chief Gordon Fowlston, HR Manager Amy Strough, City Engineer Travis Hoover, Capital Projects /Parks Manager Noel Challis Bennion, Finance Director Erika Benitez, IT Manager Jason Ketter, and City Attorney Paul Campo.

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

PUBLIC COMMENTRyan Tull, Vice President of Development for Resource Housing<br/>Group, Inc., came before the Board of Aldermen to discuss a<br/>development opportunity at 2900 NW 47<sup>th</sup> Street called Peaks of<br/>Riverside. He shared a handout that included details of the 60 unit<br/>project explaining the unit mix of options, rent and income mix,<br/>along with income maximums for this development. The handout

	also showed typical resident profiles for 60% of the units, typical resident profiles for the Market Rate units, higher income/renter by choice residents and a rendering of the proposed project. Mr. Tull shared more details of the project and answered questions of the Mayor and Board. Mr. Tull was told that, being midway through updating our Comprehensive Plan, the Board would like to see the results of the Plan and then consider this project at a later time. The Board agreed that this is just not the appropriate time. Terry Buller – 4415 Pawnee Drive, Riverside, MO – shared his views regarding the proposed Peaks of Riverside development, home ownership within the city limits, and commended the City on the progress throughout his years lived in Riverside.
CONSENT AGENDA	Alderman Beck moved to approve the consent agenda as presented, second by Alderman Milner. Yes: Beck, Milner, Cretsinger, Draut, Palma, and Cockrell. Motion carried 6-0.
MINUTES OF 09-05-2023	Alderman Beck moved to approve the minutes of the September 05, 2023, meeting, second by Alderman Milner. Yes: Beck, Milner, Cretsinger, Draut, Palma, and Cockrell. Motion carried 6-0.
COURT REPORT	Alderman Beck moved to approve the court report for the month of August 2023, second by Alderman Milner. Yes: Beck, Milner, Cretsinger, Draut, Palma, and Cockrell. Motion carried 6-0.
RESOLUTION 2023-129 Bill Pay	Alderman Beck moved to approve Resolution 2023-129 authorizing the expenditure of funds for fiscal year 2023-2024 for weeks ending September 8 <sup>th</sup> , and September 19 <sup>th</sup> in the amount of \$684,291.35 second by Alderman Milner. Yes: Beck, Milner, Cretsinger, Draut, Palma, and Cockrell. Motion carried 6-0.
<b>RESOLUTION 2023-130</b> Aramark Services	Alderman Beck moved to approve Resolution 2023-130 approving an agreement with Aramark Refreshment Services LLC, second by Alderman Milner. Yes: Beck, Milner, Cretsinger, Draut, Palma, and Cockrell. Motion carried 6-0.
<b>RESOLUTION 2023-131</b> Gas Masks and Filters	Alderman Beck moved to approve Resolution 2023-131 authorizing the purchase of gas masks and filters for the Police Department from ABM Supply LLC off the tips purchasing contract in the amount not to exceed \$22,000.00, second by Alderman Milner. Yes: Beck, Milner, Cretsinger, Draut, Palma, and Cockrell. Motion carried 6-0.

<b>RESOLUTION 2023-132</b> Zoll Medical Corp Agreement	Alderman Beck moved to approve Resolution 2023-132 approving an agreement with Zoll Medical Corporation, second by Alderman Milner. Yes: Beck, Milner, Cretsinger, Draut, Palma, and Cockrell. Motion carried 6-0.
<b>RESOLUTION 2023-133</b> Surplus Declaration/Disposal	Alderman Beck moved to approve Resolution 2023-133 declaring certain furniture and equipment to be surplus, and authorizing its disposal, second by Alderman Milner. Yes: Beck, Milner, Cretsinger, Draut, Palma, and Cockrell. Motion carried 6-0.
<b>RESOLUTION 2023-134</b> Glad Rents, Inc tow/storage	Alderman Beck moved to approve Resolution 2023-134 extending the City of Riverside vehicle towing and storage services to Glad Rents, Inc and approving execution of a contract for 2023-2024 in connection with the provision of such services, second by Alderman Milner. Yes: Beck, Milner, Cretsinger, Draut, Palma, and Cockrell. Motion carried 6-0.
RESOLUTION 2023-135 Task Order 13 w/McClure REGULAR AGENDA	Alderman Beck moved to approve Resolution 2023-135 approving task order number 13 with McClure, second by Alderman Milner. Yes: Beck, Milner, Cretsinger, Draut, Palma, and Cockrell. Motion carried 6-0.
BILL NO. 2023-057	City Clerk Robin Kincaid gave first reading of Bill No. 2023-057.
NW Mattox Road Right of Way	Community Development Director Mike Duffy shared that this ordinance cleans up portion of the 40 West Plat, ground used as a road in the past, showing a PowerPoint that included a map of a portion of NW Maddox Road, in the City of Riverside. Mike explained that Bluescope identified this issue and a portion of the NW Mattox Road right of way and public street will be vacated and discontinued. Alderman Beck moved to accept first reading and place Bill 2023- 057 on second and final reading, second by Alderman Cretsinger. Yes: Beck, Cretsinger, Milner, Palma, Cockrell, and Draut. Motion carried 6-0. City Clerk Kincaid gave second reading of Bill No. 2023-057. Alderman Beck moved to approve Bill 2023-057 and enact said bill as ordinance, second by Alderman Milner. Yes: Beck, Milner, Cretsinger, Cockrell, Draut, and Palma.
	Motion carried 6-0.
BILL NO. 2023-058 Comm/PD New Hire Wagner	City Clerk Robin Kincaid gave first reading of Bill No. 2023-058. Alderman Cretsinger moved to accept first reading and place Bill 2023-058 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. 2023-058. Alderman Milner moved to approve Bill 2023-058 and enact said bill as ordinance, second by Alderman Cockrell. Yes: Milner, Cockrell, Beck, Palma, Draut, and Cretsinger. Motion carried 6-0.
<b>RESOLUTION 2023-136</b> Dake Wells Arch., Inc for PW	Capital Projects/Parks Manager Noel Challis Bennion talked on the need for the Public Works space needing to be assessed. Eight architectural firms bid the project, three firms were interviewed, with the final recommendation for the project to be granted to Dake Wells Architecture, Inc. Alderman Beck moved to approve Resolution 2023-136 approving an agreement for architectural/engineering services between the City of Riverside Missouri and Dake Wells Architecture, Inc., second by Alderman Cockrell. Yes: Beck, Cockrell, Draut, Cretsinger, Palma, and Milner. Motion carried 6-0.
<b>RESOLUTION 2023-137</b> Monarch Build, LLC/Soccer	City Engineer Travis Hoover remarked that Monarch Build, LLC was recommended for the bid award they were the low bid of the four received, for the soccer road and parking lot project. Project is ready to go. Alderman Milner moved to approve Resolution 2023-137 awarding the bid and agreement for construction of the soccer road and parking lot between the City of Riverside and Monarch Build, LLC, second by Alderman Cockrell. Yes: Milner, Cockrell, Beck, Palma, Cretsinger, Draut. Motion carried 6-0.
CITY ADMINISTRATOR	City Administrator Brian Koral mentioned that he is excited for the Dake Wells, Public Works assessment project to get started. Koral mentioned that the Reaching Riverside events have been neat to see – us going to the residents, and the City was honored to receive an award for those efforts toward a great project at the annual MML Innovation Awards Luncheon. Beyond the Bell is back in house for the 2023-2024 school year, meeting twice a month. They have also coordinated with F-Pal to bring the Mobile KC Zoo here, for one of their sessions. Regarding Elected Official compensation adjustments, we thought we would throw some numbers out after studies have been reviewed in the area, IE: Mayor \$1,200 a month (\$14,400 a year). Alderman Draut brought up the point of a flat rate being fair when some members must be absent. All agreed that time devoted more than only meetings should be considered to help justify the monthly rate. Following further Board discussion consensus was for the Mayor's compensation to be set at \$18,000 and Aldermen compensation at \$6,300 and these amounts will be on the next agenda for open discussion and further public comment. Mayor Rose mentioned that she did not want the money to align with the person, but the position.

COMMUNITY DEVELOPMENT	Community Development Director Mike Duffy reported that the Comprehensive Plan Steering Committee met last night (9/18). There was discussion about land use and being strategic with vision and goals (there are steps to take). The RDG will be at Trunk or Treat to gather more feedback on land use. There will also be some individual zoom meetings to gather feedback. There will be about two months of hard work and then there will be a public hearing and adoption of a plan. Duffy mentioned a Bike/Walk Week – October 2-8, a week without driving.
ENGINEERING	City Engineer Travis Hoover shared the numbers in the budget for the soccer road and parking lot project the Board inquired about earlier, during consideration of Resolution R-2023-137.
FINANCE	Finance Director Erika Benitez shared that we are 16.7% through the fiscal year and right in pace with the budget. Benitez explained some Revenue, Expenditure and Investment details.
FIRE	Fire Chief Gordon Fowlston reported that there will be an Open House at the fire station – October 7, 10am-2pm, RedX will be donating food and cooking for the event. Donations for the Open House includes two bikes, a helmet and more have been given. We are doing this a little differently this year and having a Bike Rodeo and a few other activities as we were trying some out of the box thinking. December 13 & 14 we will have Santa on the Firetruck and we are working on having a Santa Tracker app available this year. We got the MAW grant again this year that totals, \$1,200. We are also working on a couple other grants that are available through the Coast Guard, that if awarded to us, may be able to help on a few park projects. Chief Fowlston reviewed the monthly report he presented on response times and calls. Chief also reported that training hours are down (223) and 38 inspections were completed.
POLICE	Police Chief Chris Skinrood reported that the report is about the same as last month. 911 calls are down, and good thing crime rate was the same, not up or down. Alderman Nathan Cretsinger asked about CarStar on Riverway Street – Chief talked about the muffler stealing being less.
PUBLIC WORKS	Public Works Director Tom Wooddell reported that Fall Cleanup Days will be next month (October the first and second week). We are even open on those two Saturdays.
LEVEE BOARD	City Engineer Travis Hoover commented that their meeting is tomorrow.
MAYOR'S DISCUSSION	Mayor Kathy Rose reported that the MML Conference in Kansas City last week was wonderful, and over 700 from across the state attended. Not only did our City get the award for the Reaching Riverside Events, but our City Attorney Paul Campo was the 2023

recipient of the MMAA Lou Czech Award as he was nominated by his fellow attorneys. Mayor Rose stated that she was contacted by many expressing that they loved the Reaching Riverside Events. We need a handout that talks about what we do and details of the project, share important numbers, the impact of the event and testimonials. EH Young Park has been jumping in the evenings, full of people in all areas. It is heartwarming to see all those there enjoying their park on any given evening. Thanks to Tom and his crew for all that they do, it is really appreciated. Mayor Rose talked about the parade and gave a shout out to the members of the Police and Fire Departments that were involved. It was a gorgeous day and organized - fun for getting involved. Alderman Draut - Nothing to report. **BOARD OF ALDERMEN** Alderman Palma – Nothing to report. Alderman Cockrell - Thank you, Terry Buller, for coming this evening and sharing comments on the Peaks Apartment Project and for helping me out the other day when my car broke down. Alderman Milner - The MML luncheon was greatly enjoyed, it was great to see the City being recognized and being "Upstream from Ordinary". Alderman Beck – Echoed Alderman Milner that the MML luncheon was great. It is nice and cool that other cities imitate the Reaching Riverside Events. The Master Planning meeting was great last night. Everyone is very willing and dedicated to the process. Alderman Cretsinger – Mentioned that he also wanted to acknowledge the two (Rob and Jill) spearheading the Reaching Riverside Events – staff and Mayor. The event was enjoyed and awesome for the community, also, thanks to any that came and shared this evening. Alderman Beck moved to adjourn the meeting at 8:17 p.m., MOTION TO ADJOURN second by Alderman Milner. Yes: Beck, Milner, Palma, Draut, Cretsinger, and Cockrell. Motion carried 6-0.

Robin Kincaid, City Clerk

### **RESOLUTION NO. R-2023-138**

### A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2023-2024 WEEKS ENDING SEPTEMBER 22<sup>ND</sup> AND SEPTEMBER 29<sup>TH</sup> IN THE AMOUNT OF \$317,127.55.

**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 \$317,127.55 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 3<sup>rd</sup> day of October 2023.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

RIVERSIDE\COMPADMIN



# **Expense Approval Report**

## By Purchased From Vendor

### Post Dates 10/3/2023 - 10/3/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: A	berer, Russell				
Aberer, Russell	Aberer, Russell	10/03/2023	DJ Truck or Treat	10-341-100-44400	150.00
			Purchased Fro	m Vendor Aberer, Russell Total: 🧮	150.00
Purchased From Vendor: A	CE IMAGEWEAR				
ACE IMAGEWEAR	ACE IMAGEWEAR	10/03/2023	Mats/Laundry- Public Works	10-337-101-41500	44.98
ACE IMAGEWEAR	ACE IMAGEWEAR	10/03/2023	Mats- Public Safety	10-337-103-41500	39.54
ACE IMAGEWEAR	ACE IMAGEWEAR	10/03/2023	Mats- Comm Center	10-337-104-41500	18.34
ACE IMAGEWEAR	ACE IMAGEWEAR	10/03/2023	Mats- City Hall	10-337-102-41500	30.57
ACE IMAGEWEAR	ACE IMAGEWEAR	10/03/2023	ENTRY MATS/ PUBLIC WORKS		44.98
ACE IMAGEWEAR	ACE IMAGEWEAR	10/03/2023	ENTRY MATS / CITY HALL	10-337-102-41500	30.57
ACE IMAGEWEAR	ACE IMAGEWEAR	10/03/2023	ENTRY MATS / PUBLIC SAFETY	10-337-103-41500	39.15
ACE IMAGEWEAR	ACE IMAGEWEAR	10/03/2023	DUST MOP, WET MOP & MAT		18.34
				Vendor ACE IMAGEWEAR Total:	266.47
Purchased From Vendor: AL	BOWMAN & SON'S S.O.S				200147
AL BOWMAN & SON'S S.O.S	AL BOWMAN & SON'S S.O.S	10/03/2023	EH Electrical Room	10 336 107 43100	
AL BOWMAN & SON'S S.O.S	AL BOWMAN & SON'S S.O.S	10/03/2023	Public Works Swimming Pool	10-336-107-42100	95.75
		10,03,2023		10-336-110-42100	95.00
Purchased From Vendor: AL	CORV PRODUCTS INC		Furchased From Vendor AL	BOWMAN & SON'S S.O.S Total:	190.75
ALL COPY PRODUCTS, INC		10/00/0000			
ALL COPY PRODUCTS, INC	ALL COPY PRODUCTS, INC	10/03/2023	Copy Ink Contract	10-216-000-62000	713.31
ALL COPT PRODUCTS, INC	ALL COPY PRODUCTS, INC	10/03/2023	Copy Ink	10-112-000-32300	458.08
			Purchased From Vendor A	LL COPY PRODUCTS, INC Total:	1,171.39
Purchased From Vendor: ALI	PHAGRAPHICS #190				
ALPHAGRAPHICS #190	ALPHAGRAPHICS #190	10/03/2023	Riverside Newsletter	10-112-000-32000	1,906.42
			Purchased From Vendo	or ALPHAGRAPHICS #190 Total:	1,906.42
Purchased From Vendor: AX	ON ENTERPRISES, INC				2,5001-12
AXON ENTERPRISES, INC	AXON ENTERPRISES, INC	10/03/2023	Taser Equipment	21 221 000 65000	C 400 00
				31-221-000-65000 AXON ENTERPRISES, INC Total:	6,482.35
Purchased From Vendor: BAI	REP EVCAVATING U.C.		Fulchased From Vendor	AXON ENTERPRISES, INC Iotal:	6,482.35
BARBER EXCAVATING LLC	BARBER EXCAVATING LLC	10/02/2022			
	BARBER EXCAVATING LLC	10/03/2023		21-025-000-53000	5,970.00
			Purchased From Vendor E	BARBER EXCAVATING LLC Total:	5,970.00
Purchased From Vendor: Bish					
Bishop, Laura	Bishop, Laura	10/03/2023	Shelter Refund	10-20010	100.00
			Purchased Fro	m Vendor Bishop, Laura Total:	100.00
Purchased From Vendor: C R	GR8, LLC				
C R GR8, LLC	C R GR8, LLC	10/03/2023	Hydrophobic agent Sealer at	21-025-000-53000	3 500 00
				om Vendor C R GR8, LLC Total:	3,599.00
Purchased From Vendor: COC	KRELL PAVING LLC		i archased i i		3,599.00
COCKRELL PAVING, LLC	COCKRELL PAVING, LLC	10/03/2023			
, <b></b>	Cockiele PAVING, LEC	10/05/2023	Asphalt Patching various area		3,900.00
Production and a second			Purchased From Vendo	r COCKRELL PAVING, LLC Total:	3,900.00
Purchased From Vendor: COF					
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/03/2023	Gateway/Vivion Titlework	21-028-000-53000	550.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/03/2023	Gateway/Vivion Titlework	21-028-000-53000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/03/2023	Gateway/Vivion Titlework	21-028-000-53000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/03/2023	Gateway/Vivion Titlework	21-028-000-53000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/03/2023	Gateway/Vivion Titlework	21-028-000-53000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/03/2023	VIVION RD TRAIL/ TITLE SEAR	21-028-000-53000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/03/2023		21-028-000-53000	400.00
				COFFELT LAND TITLE INC Total:	2,950.00

Expense Approval Report			Post Dates: 10/3,	2023 - 10/3/2023
Vendor Name	Purchased From Vendor	Post Date	Description (Item) Account Number	Amount
	<b>IPLETE OFFICE SOLUTIONS INC</b>			
COMPLETE OFFICE SOLUTION	COMPLETE OFFICE SOLUTION	10/03/2023	Postage System 10-112-000-51500	159.00
			Purchased From Vendor COMPLETE OFFICE SOLUTIONS INC Total	159.00
Purchased From Vendor: CRA	WFORD CLIMBERS LLC			
CRAWFORD CLIMBERS LLC	CRAWFORD CLIMBERS LLC	10/03/2023	Rinker East Clearing 21-025-000-53000	1,950.00
			Purchased From Vendor CRAWFORD CLIMBERS LLC Total	1,950.00
Purchased From Vendor: Dall	aire, John			
Dallaire, John	Dallaire, John	10/03/2023	Shelter Refund 10-20010	50.00
			Purchased From Vendor Dallaire, John Total	
Purchased From Vendor: EVE	RGY			
EVERGY	EVERGY	10/03/2023	1001 NW ARGOSY PKWY (399 10-336-107-25000	304.29
EVERGY	EVERGY	10/03/2023	1001 NW ARGOSY PKWY (711 10-336-107-25000	547.38
EVERGY	EVERGY	10/03/2023	145 NW JEFF TAYLOR PKWY 8/ 10-337-103-25000	98.70
EVERGY	EVERGY	10/03/2023	2025 NW VALLEY (2154) 8/16- 10-336-112-25000	1,162.74
EVERGY	EVERGY	10/03/2023	2509 W PLATTE TS (7222) 8/1 10-331-000-26800	40.50
EVERGY	EVERGY	10/03/2023	2626 NW PLATT RD (5780) 8/ 10-336-121-25000	1,259.61
EVERGY	EVERGY	10/03/2023	2805 NW VIVION RD (3516) 8 10-336-111-25000	231.90
EVERGY	EVERGY	10/03/2023	2901 NW VIVION RD (9424) 8 10-336-108-25000	126.75
EVERGY	EVERGY	10/03/2023	2950 NW VIVION RD (0722) 8 10-337-102-25000	5,392.18
EVERGY	EVERGY	10/03/2023	2990 NW VIVION RD (5202) 0 10-337-103-25000	6,089.65
EVERGY	EVERGY	10/03/2023	3880 NW ARGOSY CASINO PK 10-336-113-25000	19.19
EVERGY	EVERGY	10/03/2023	3902 NW VAN DE POPULIER ( 10-336-121-25000	22.58
EVERGY	EVERGY	10/03/2023	4026 NW ARGOSY CASINO PK 10-336-113-25000	19.13
EVERGY	EVERGY	10/03/2023	4100 NW RIVERSIDE DR (0868 10-337-106-25000	129.30
EVERGY	EVERGY	10/03/2023	4100 NW RIVERSIDE DR (1638 10-337-106-25000	149.98
EVERGY	EVERGY	10/03/2023	4100 NW RIVERSIDE DR (5006 10-337-106-25000	18.69
EVERGY	EVERGY	10/03/2023	4100 NW RIVERSIDE DR (9862 10-337-106-25000	155.91
EVERGY EVERGY	EVERGY	10/03/2023	4101 VAN DE POPULIER SIREN 10-337-103-25000	34.81
EVERGY	EVERGY	10/03/2023	4102 NW RIVERSIDE DR (9970 10-337-106-25000	18.83
EVERGY	EVERGY EVERGY	10/03/2023	4103 NW TREMONT RD (2268 10-336-121-25000	726.08
EVERGY	EVERGY	10/03/2023	4200 NW RIVERSIDE DR (3245 10-337-101-25000	564.01
EVERGY	EVERGY	10/03/2023	4200 NW RIVERSIDE DR, A (84 10-337-101-25000	20.73
EVERGY	EVERGY	10/03/2023 10/03/2023	4498 NW HIGH DR (0016) 04/ 10-337-104-25000	3,163.08
EVERGY	EVERGY	10/03/2023	4500 NW HIGH DR (6859) 8/1 10-337-105-25000	190.29
EVERGY	EVERGY	10/03/2023	4509 GATEWAY TS (2408) 8/1 10-331-000-26800	40.15
EVERGY	EVERGY	10/03/2023	4700 NW HIGH DR (9838) 8/1 10-337-103-25000 4702 NW HIGH DR (8495) 8/1 10-331-000-26800	34.93
	Evendi	10/03/2023		38.39
Durch a sold France Manufacture Films	<b>6</b> 1		Purchased From Vendor EVERGY Total:	20,599.78
Purchased From Vendor: Finaz Finazzo, Stacey		10/02/2022		
Thiazzo, Statey	Finazzo, Stacey	10/03/2023	Shelter Refund 10-20010	75.00
			Purchased From Vendor Finazzo, Stacey Total:	75.00
	OUSE WINDOW CLEANING, IN	C		
FIREHOUSE WINDOW CLEANI		10/03/2023	Window Cleaning-Outside onl 10-337-102-41500	1,172.00
FIREHOUSE WINDOW CLEANI	FIREHOUSE WINDOW CLEANI	10/03/2023	Window Cleaning-Outside onl 10-337-103-41500	1,172.00
			Purchased From Vendor FIREHOUSE WINDOW CLEANING, INC Total:	2,344.00
Purchased From Vendor: FREE	ANCE EXCAVATION, LLC			
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	10/03/2023	635 Median Clearing 21-025-000-53000	4,185.00
	FREELANCE EXCAVATION, LLC	10/03/2023	Horizons and 34th seeding 21-056-000-53000	745.00
	FREELANCE EXCAVATION, LLC	10/03/2023	Homestead Property Clearing 21-025-000-53000	517.50
	FREELANCE EXCAVATION, LLC		Palisades Common Area Gradi 21-025-000-53000	4,187.50
	FREELANCE EXCAVATION, LLC		Truck and Supervisor at Rinke 21-020-000-51007	6,686.12
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	10/03/2023	D6T Horizons West Week of 9 21-020-000-51007	9,120.00
			Purchased From Vendor FREELANCE EXCAVATION, LLC Total:	25,441.12
Purchased From Vendor: GT DI	STRIBUTORS, INC			
		10/02/2022		
GT DISTRIBUTORS, INC	GT DISTRIBUTORS, INC	10/03/2023	Police Firearms 31-221-000-65000	1,287.00

Expense Approval Report			Post Dates: 10/3/202	
Vendor Name	Purchased From Vendor	Post Date	Description (Item) Account Number	Amount
Purchased From Vendor: GUL GULF STATES DISTRIBUTORS	F <b>STATES DISTRIBUTORS</b> GULF STATES DISTRIBUTORS	10/03/2023	TAC-22 LR 40gr LRN 50rd/500 10-819-000-44503	150.00 <b>150.00</b>
Druck and During Mandaus 1001				150.00
Purchased From Vendor: HILL HILLCO ENTERPRISES	HILLCO ENTERPRISES	10/02/2022	MODOT D (M Mauring 10 221 000 21204	0 722 50
HILLCO ENTERPRISES	HILLCO ENTERPRISES	10/03/2023 10/03/2023	MODOT R/W Mowing 10-331-000-21304	9,733.50 300.00
HILLOO ENTERPRISES	HILLEO ENTERPRISES	10/05/2025	5039 NW Woodside Dr/4704 10-819-000-44501 Purchased From Vendor HILLCO ENTERPRISES Total:	10,033.50
			Fulliased Foll Velidor HillCO ENTERFRISES Iolal.	10,055.50
Purchased From Vendor: HOU		10/02/2022		12 720 00
HOUSTON EXCAVATING	HOUSTON EXCAVATING	10/03/2023	D6T Horizons west week of 9/ 21-020-000-51007	12,720.00
			Purchased From Vendor HOUSTON EXCAVATING Total:	12,720.00
	PENDENT DOOR & GATE OF MO			
INDEPENDENT DOOR & GATE	INDEPENDENT DOOR & GATE	10/03/2023	Sallyport Gate Repair 10-337-103-41500	422.50
			Purchased From Vendor INDEPENDENT DOOR & GATE OF MO, LLC Total:	422.50
Purchased From Vendor: JACK				
JACKSON LEWIS P.C.	JACKSON LEWIS P.C.	10/03/2023	Conference with HR and Chief 10-224-000-20300	220.00
			Purchased From Vendor JACKSON LEWIS P.C. Total:	220.00
Purchased From Vendor: K & C	S STRIPING, INC			
K & G STRIPING, INC	K & G STRIPING, INC	10/03/2023	Northwood crosswalk Stripe 21-025-000-53000	2,250.00
			Purchased From Vendor K & G STRIPING, INC Total:	2,250.00
Purchased From Vendor: KANS	SAS CITY LIFE GROUP BENEFITS			
KANSAS CITY LIFE GROUP BEN	KANSAS CITY LIFE GROUP BEN	10/03/2023	LIFE INSURANCE - MUNICIPAL 10-216-000-19200	7.50
KANSAS CITY LIFE GROUP BEN	KANSAS CITY LIFE GROUP BEN	10/03/2023	LIFE INSURANCE - POLICE DEP 10-221-000-19200	606.46
KANSAS CITY LIFE GROUP BEN	KANSAS CITY LIFE GROUP BEN	10/03/2023	LIFE INSURANCE - COMMUNI 10-223-000-19200	125.64
KANSAS CITY LIFE GROUP BEN	KANSAS CITY LIFE GROUP BEN	10/03/2023	LIFE INSURANCE - POLICE AD 10-224-000-19200	112.99
	KANSAS CITY LIFE GROUP BEN		William Moore STD 10-224-000-19200	8.00
	KANSAS CITY LIFE GROUP BEN		LIFE INSURANCE - FIRE DEPAR 10-226-000-19200	292.00
	KANSAS CITY LIFE GROUP BEN		LIFE INSURANCE - PUBLIC WO 10-331-000-19200	151.51
	KANSAS CITY LIFE GROUP BEN		LIFE INSURANCE - ENGINEERI 10-332-000-19200	15.00
	KANSAS CITY LIFE GROUP BEN		LIFE INSURANCE - COMMUNI 10-341-000-19200	7.50
KANSAS CITY LIFE GROUP BEN	KANSAS CITY LIFE GROUP BEN	10/03/2023	LIFE INSURANCE - COMMUNI 10-819-000-19200 Purchased From Vendor KANSAS CITY LIFE GROUP BENEFITS Total:	112.83 1,439.43
Purchased From Vendor: KC Cl				1,433.43
KC CUSTOM HARDWOODS	KC CUSTOM HARDWOODS	10/03/2023	Firefighter's Custom Table bas 21-086-000-54000	4,125.00
	Ke costom hardwoods	10/03/2023	Purchased From Vendor KC CUSTOM HARDWOODS Total:	4,125.00
Durch and Frank Van dam KOW	4750			7,125.00
Purchased From Vendor: KC W KC WATER		10/02/2022		100 17
KC WATER	KC WATER KC WATER	10/03/2023 10/03/2023	4498 HIGH DR - 7/31-8/31 10-337-104-25400 2990 NW VIVION RD - 05/31 t 10-337-103-25400	109.17
KC WATER	KC WATER	10/03/2023	4200 RIVERSIDE ST - 12/31/22 10-337-101-25400	259.94 103.56
NO WATER	NG WATER	10/03/2023	Purchased From Vendor KC WATER Total:	472.67
Dunchesed Franciskan Kip K				-12.07
Purchased From Vendor: KIP K	KIP KIESO POLYGRAPH SERVICES	10/02/2022	Des Franksverset Datument 10,115,000,20000	450.00
KIP KIESO POLIGIKAPIT SERVIC	KIF KIESO FOLIGRAFH SERVIC	10/03/2025	Pre-Employment Polygraph 10-115-000-30800 Purchased From Vendor KIP KIESO POLYGRAPH SERVICES Total:	450.00 450.00
				430.00
Purchased From Vendor: LOGC	,	10/00/0000		
LOGO U UP, LLC	LOGO U UP, LLC	10/03/2023	K9 Unit Uniform 10-221-000-56000	72.00
			Purchased From Vendor LOGO U UP, LLC Total:	72.00
Purchased From Vendor: LYNC				
LYNCHPIN IDEAS, LLC	LYNCHPIN IDEAS, LLC	10/03/2023	Creative Services for 2023 Q4 10-112-000-32001	2,860.00
			Purchased From Vendor LYNCHPIN IDEAS, LLC Total:	2,860.00
Purchased From Vendor: MALL	.OY, GREG			
MALLOY, GREG	MALLOY, GREG	10/03/2023	Shelter Refund 10-20010	225.00
			Purchased From Vendor MALLOY, GREG Total:	225.00
Purchased From Vendor: MISS	OURI AMERICAN WATER CO			
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	10/03/2023	1001 NW ARGOSY PARK -8/4- 10-336-107-25400	50.08
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	10/03/2023	2805 NW VIVION RD IRRIG - 8 10-336-111-25400	726.18
		10/03/2023	2950 NW VIVION RD - 08/04- 10-337-102-25400	922.75
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	10/03/2023	2550 NW VIVION ND - 08/04- 10 557 102 25400	322.73

Expense Approval Report				Post Dates: 10/3/202	23 - 10/3/2023
Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	10/03/2023	2990 NW VIVION RD FIRE - 09	10-337-103-25400	64.05
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	10/03/2023	2990 NW Vivion RD DOM 08/	10-337-103-25400	129.56
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	10/03/2023	4200 RIVERSIDE ST - 08/04-9/	10-337-101-25400	207.55
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	10/03/2023	4301 B TULLISON RD IRRIG - 0	10-336-113-25400	6.56
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	10/03/2023	4498 HIGH DR FIRE - 09/6/26-	10-337-104-25400	64.05
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	10/03/2023	4498 HIGH DR DOM - 8/4/23-	10-337-104-25400	218.11
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	10/03/2023	777 A ARGOSY PKWY IRRIG - 0	10-336-113-25400	2,324.57
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	10/03/2023	W PLATTE/VALLEY IRRIG -08/0		3,288.72
			Purchased From Vendor MISSOU	RI AMERICAN WATER CO Total:	8,130.29
	OURI DEPARTMENT OF NATUR				
MISSOURI DEPARTMENT OF N	MISSOURI DEPARTMENT OF N		Riverside phase II permit	10-332-000-20700	250.00
		Pu	rchased From Vendor MISSOURI DEPARTMENT (	OF NATURAL RESOURCES Total:	250.00
Purchased From Vendor: MOC	DRE, KATE				
MOORE, KATE	MOORE, KATE	10/03/2023	Shelter Refund	10-20010	50.00
			Purchased Fro	m Vendor MOORE, KATE Total:	50.00
Purchased From Vendor: MOT	OROLA SOLUTIONS, INC				
	MOTOROLA SOLUTIONS, INC	10/03/2023	Motorla SAR T1-Ethernet Mo	31-221-000-53700	24,616.01
····,····		10,00,2020		TOROLA SOLUTIONS, INC Total:	24,616.01
Purchasad From Vandary Madi	na Deittanu				24,010.01
Purchased From Vendor: Nadin Nading, Brittany		10/02/2022			
Nading, Brittany	Nading, Brittany	10/03/2023	Shelter Refund	10-20010	30.00
			Purchased From	Vendor Nading, Brittany Total:	30.00
Purchased From Vendor: NEW					
NEW YORK LIFE	NEW YORK LIFE	10/03/2023	William Moore NYL October	10-224-000-19200	50.00
			Purchased From	Vendor NEW YORK LIFE Total:	50.00
Purchased From Vendor: NIET(	D, DULCE				
NIETO, DULCE	NIETO, DULCE	10/03/2023	Shelter Refund	10-20010	30.00
			Purchased Fro	m Vendor NIETO, DULCE Total:	30.00
Purchased From Vendor: PAVE	R PATIOS PLUS LLC				
PAVER PATIOS PLUS LLC	PAVER PATIOS PLUS LLC	10/03/2023	Emergency Trail Repiar	10-336-000-42000	1,327.00
PAVER PATIOS PLUS LLC	PAVER PATIOS PLUS LLC	10/03/2023	Emergency Trail Repair	10-336-000-42000	2,770.00
				PAVER PATIOS PLUS LLC Total:	4.097.00
Purchased From Vendor: REJIS	COMMUNICSION				4,057.00
REJIS COMMISSION	REJIS COMMISSION	10/03/2023		10 222 000 10200	040 75
KENS COMMISSION	REJIS COMMISSION	10/03/2023	LEWEB SUBSCRIPTION SERVIC		913.76
			Purchased From Ver	ndor REJIS COMMISSION Total:	913.76
Purchased From Vendor: RELIA					
	RELIANCE STANDARD LIFE INS		William Moore STD/LTD Octo		221.50
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS		William Moore United Health		1,858.98
		Pu	irchased From Vendor RELIANCE STANDARD LIFI	E INSURANCE COMPANY Total:	2,080.48
Purchased From Vendor: ROCK	RIDGE QUARRY				
ROCKRIDGE QUARRY	ROCKRIDGE QUARRY	10/03/2023	Yard Waste Pickup	10-331-000-26100	400.00
			Purchased From Vend	lor ROCKRIDGE QUARRY Total:	400.00
Purchased From Vendor: SAFEG	GUARD BUSINESS SYSTEMS				
SAFEGUARD BUSINESS SYSTE		10/03/2023	Deposit Ticket	10-216-000-40500	96.61
			Purchased From Vendor SAFEGU		96.61
Purchased From Vendor: SIGNA					
SIGNATURE LANDSCAPE, LLC		10/03/2023	Dealers Fruits Crainbles Mart	10 226 442 42400	702.00
	SIGNATORE LANDSCAFE, ELC	10/03/2023	Replace Faulty Sprinkler Mast		782.98
Developed P. 14 (			Purchased from vendor SIGN	IATURE LANDSCAPE, LLC Total:	782.98
Purchased From Vendor: SLAUC		1			
SLAUGHTER, RICHARD CRAIG	SLAUGHTER, RICHARD CRAIG	10/03/2023	Gym Reimbursement 02/17/2		49.32
			Purchased From Vendor SLAU	GHTER, RICHARD CRAIG Total:	49.32
Purchased From Vendor: SMITH	I, DANIEL				
SMITH, DANIEL	SMITH, DANIEL	10/03/2023	BAND/SENIOR DANCE ON 02/	10-341-100-44522	500.00
				Vendor SMITH, DANIEL Total:	500.00
Purchased From Vendor: SPIRE					
	SPIRE	10/03/2023	2990 NW Vivion Rd 08-19-202	10-337-103-25200	168.19
		, .,			100.13

Expense Approval Repo	ort			Post Dates: 10/3/2	023 - 10/3/2023
Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
SPIRE	SPIRE	10/03/2023	4200 NW Riverside Dr 08-19-	10-337-101-25200	54.00
SPIRE	SPIRE	10/03/2023	4498 NW High Dr 08-19-23-0	9 10-337-104-25200	194.76
			Purc	hased From Vendor SPIRE Total:	416.95
Purchased From Vendo	r: WELCOME HOUSE				
WELCOME HOUSE	WELCOME HOUSE	10/03/2023	Shelter Refund	10-20010	100.00
			Purchased From	Vendor WELCOME HOUSE Total:	100.00

Grand Total: 156,625.78

### **Report Summary**

Fi	und Summary		
Fund		Expense Amount	Payment Amount
10 - GENERAL FUND		61,335.30	29,306.02
21 - CAPITAL IMPROVEMENTS F	UND	62,905.12	0.00
31 - PUBLIC SAFETY SALES TAX F	UND	32,385.36	0.00
	Grand Total:	156,625.78	29,306.02
Acc	ount Summary		
Account Number	Account Name	Expense Amount	Payment Amount
10-112-000-32000	Printing	1,906.42	0.00
10-112-000-32001	Publications	2,860.00	0.00
10-112-000-32300	Copy Machine Maintena	458.08	0.00
10-112-000-51500	Postage	159.00	159.00
10-115-000-21301	Healthy Employee	49.32	0.00
10-115-000-30800	Employment Testing	450.00	0.00
10-20010	Security Deposits	660.00	0.00
10-216-000-19200	Life Insurance	7.50	0.00
10-216-000-40500	IT Professional Services	96.61	0.00
10-216-000-62000	IT Equipment	713.31	0.00
10-221-000-19200	Life Insurance	606.46	0.00
10-221-000-56000	Uniforms	72.00	0.00
10-223-000-19200	Life Insurance	125.64	0.00
10-223-000-40700	IT Software and Subscrip	913.76	0.00
10-224-000-19000	Health Insurance	1,858.98	0.00
10-224-000-19200	Life Insurance	170.99	0.00
10-224-000-19400	Long Term Disability	221.50	0.00
10-224-000-20300	Police Legal Fees	220.00	0.00

10-216-000-19200	Life Insurance	7.50	0.00
10-216-000-40500	IT Professional Services	96.61	0.00
10-216-000-62000	IT Equipment	713.31	0.00
10-221-000-19200	Life Insurance	606.46	0.00
10-221-000-56000	Uniforms	72.00	0.00
10-223-000-19200	Life Insurance	125.64	0.00
10-223-000-40700	IT Software and Subscrip	913.76	0.00
10-224-000-19000	Health Insurance	1,858.98	0.00
10-224-000-19200	Life Insurance	170.99	0.00
10-224-000-19400	Long Term Disability	221.50	0.00
10-224-000-20300	Police Legal Fees	220.00	0.00
10-226-000-19200	Life Insurance	292.00	0.00
10-331-000-19200	Life Insurance	151.51	0.00
10-331-000-21304	Contract Mowing	9,733.50	0.00
10-331-000-26100	Yard Waste & Dumpster	400.00	0.00
10-331-000-26800	City-Wide Streetlighting	119.04	119.04
10-332-000-19200	Life Insurance	15.00	0.00
10-332-000-20700	Engineering Fees	250.00	0.00
10-336-000-42000	Trail System Maintenanc	4,097.00	0.00
10-336-107-25000	Electricity - EH Young	851.67	851.67
10-336-107-25400	Water - EH Young	50.08	50.08
10-336-107-42100	Park Maint EH Young	95.75	0.00
10-336-108-25000	Electricity - Renner	126.75	126.75
10-336-110-42100	Maintenance - Pool	95.00	0.00
10-336-111-25000	Electricity - Welcome Pla	231.90	231.90
10-336-111-25400	Water - Welcome Plaza	726.18	726.18
10-336-112-25000	Electricity - Fountains	1,162.74	1,162.74
10-336-112-25400	Water - Fountain W Platt	3,288.72	3,288.72
10-336-113-25000	Electricity - ROW Irrigati	38.32	38.32
10-336-113-25400	Water - ROW Irrigation	2,331.13	2,331.13
10-336-113-42100	Maint - ROW Irrigation	782.98	0.00
10-336-121-25000	Electricity Horizons ROW	2,008.27	2,008.27
10-337-101-25000	Electricity - PW	584.74	584.74
10-337-101-25200	Gas - Public Works	54.00	54.00
10-337-101-25400	Water - Public Works	311.11	207.55
10-337-101-41500	Building Maint Public	89.96	0.00
10-337-102-25000	Electricity - City Hall	5,392.18	5,392.18
10-337-102-25400	Water - City Hall	922.75	922.75
10-337-102-41500	Building Maint City Hal	1,233.14	0.00
10-337-103-25000	Electricity - Public Safety	6,258.09	6,258.09
10-337-103-25200	Gas - Public Safety	168.19	168.19
10-337-103-25400	Water - Public Safety	581.66	321.72
10-337-103-41500	Building Maint Public S	1,673.19	0.00

	Account Summary		
Account Number	Account Name	Expense Amount	Payment Amount
10-337-104-25000	Electricity - Comm. Cent	3,163.08	3,163.08
10-337-104-25200	Gas - Community Center	194.76	194.76
10-337-104-25400	Water - Community Cen	391.33	282.16
10-337-104-41500	Building Maint Comm.	36.68	0.00
10-337-105-25000	Electricty - Old Ps	190.29	190.29
10-337-106-25000	Electricity - Kitterman	472.71	472.71
10-341-000-19200	Life Insurance	7.50	0.00
10-341-100-44400	Special Events	150.00	0.00
10-341-100-44522	<b>Recreational Programs</b>	500.00	0.00
10-819-000-19200	Life Insurance	112.83	0.00
10-819-000-44501	Contract Mowing	300.00	0.00
10-819-000-44503	Animal Control	150.00	0.00
21-020-000-51007	Prof Fees - Eco Develop	28,526.12	0.00
21-025-000-53000	Construction - Infrastruc	26,559.00	0.00
21-028-000-53000	Gateway Improvements	2,950.00	0.00
21-056-000-53000	Construction - Mattox	745.00	0.00
21-086-000-54000	Safety Reno FF&E / Misc	4,125.00	0.00
31-221-000-53700	Regional Radio Infrastru	24,616.01	0.00
31-221-000-65000	Police Equipment	7,769.35	0.00
	Grand Total:	156,625.78	29,306.02

### **Project Account Summary**

Project Account Key		Expense Amount	Payment Amount
**None**		156,625.78	29,306.02
	Grand Total:	156,625.78	29,306.02

;(#);

RIVERSIDE\COMPADMIN



USB - US Bank

Bank:

## **Payment Register**

APPKT03024 - VISA BANK DRAFT

99 - CITY OF RIVERSIDE

Vendor Number 01079	Vendor Name					Total Vendor Amount 159,370.21
Payment Type	Payment Num				Payment Dat	,
Bank Draft	DFT0008894	ibel			09/29/2023	159,370.21
Payable Nun		Description	Payable Date	Due Date	Discount Amount	
Behle1	ilber	Behle	09/19/2023	09/19/2023	0.00	328.94
Benitez1		Benitez	09/19/2023	09/19/2023	0.00	901.20
Bennion1		Bennion	09/19/2023	09/19/2023	0.00	-7.06
Bennion2		Bennion	09/19/2023	09/19/2023	0.00	5,438.68
<u>Boji1</u>		Boji	09/19/2023	09/19/2023	0.00	523.30
Cameron1		Cameron	09/19/2023	09/19/2023	0.00	4,610.38
Campbell1		Campbell	09/19/2023	09/19/2023	0.00	211.30
Costanzo1		Costanzo	09/19/2023	09/19/2023	0.00	993.18
Crowdes1		Crowdes	09/19/2023	09/19/2023	0.00	291.21
Digeronimo1		Digeronimo	09/19/2023	09/19/2023	0.00	359.00
Ellis1	-	Ellis	09/19/2023	09/19/2023	0.00	174.99
Enna1		Enna	09/19/2023	09/19/2023	0.00	5,105.62
Enna2		Enna	09/19/2023	09/19/2023	0.00	-220.03
Fisher1		Fisher	09/19/2023	09/19/2023	0.00	386.75
Fowlston1		Fowlston	09/19/2023	09/19/2023	0.00	7,925.96
Fowlston2		Fowlston	09/19/2023	09/19/2023	0.00	-32.42
Good1		Good	09/19/2023	09/19/2023	0.00	100.74
Hendren1		Hendren	09/19/2023	09/19/2023	0.00	364.58
Hendrix1		Hendrix	09/19/2023	09/19/2023	0.00	162.52
Hersh1		Hersh	09/19/2023	09/19/2023	0.00	421.07
Jeffery1		Jeffery	09/19/2023	09/19/2023	0.00	986.01
Johnson1		Johnson	09/19/2023	09/19/2023	0.00	862.67
Ketter1		Ketter	09/19/2023	09/19/2023	0.00	-865.64
Ketter2		Ketter	09/19/2023	09/19/2023	0.00	5,176.37
Kincaid1		Kincaid	09/19/2023	09/19/2023	0.00	92,322.88
Koral1		Koral	09/19/2023	09/19/2023	0.00	1,848.21
McMullin1		McMullin	09/19/2023	09/19/2023	0.00	3,152.57
Moore1		Moore	09/19/2023	09/19/2023	0.00	1,416.06
Oetting1		Oetting	09/19/2023	09/19/2023	0.00	1,286.77
Payne1		Payne	09/19/2023	09/19/2023	0.00	429.51
Phillips1		Phillips	09/19/2023	09/19/2023	0.00	7,661.91
Rodman1		Rodman	09/19/2023	09/19/2023	0.00	44.40
Shelton1		Shelton	09/19/2023	09/19/2023	0.00	1,538.93
Skinrood1		Skinrood	09/19/2023	09/19/2023	0.00	448.60
Slaughter1		Slaughter	09/19/2023	09/19/2023	0.00	650.00
Snarr1		Snarr	09/19/2023	09/19/2023	0.00	715.12
Strough1		Strough	09/19/2023	09/19/2023	0.00	1,503.97
Stubler1		Stubler	09/19/2023	09/19/2023	0.00	510.80
Taylor1		Taylor	09/19/2023	09/19/2023	0.00	757.07
Taylor2		Taylor	09/19/2023	09/19/2023	0.00	-56.09
Vanleeuwen1		Vanleeuwen	09/19/2023	09/19/2023	0.00	7,357.66
Wagner1		Wagner	09/19/2023	09/19/2023	0.00	2,667.11
Wilcox1		Wilcox	09/19/2023	09/19/2023	0.00	915.41

#### **Payment Register**

### APPKT03024 - VISA BANK DRAFT

### **Payment Summary**

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Bank Code	Туре	Payable Count	Payment Count	Discount	Payment
USB	Manual Bank Draft	43	1	0.00	159,370.21
	Packet Totals:	43	1	0.00	159,370.21

### **Payment Register**

#### APPKT03024 - VISA BANK DRAFT

### **Cash Fund Summary**

Fund	Name		Amount
99	CASH ACCOUNT		-159,370.21
		Packet Totals:	-159,370.21

RIVERSIDE\COMPADMIN



## **Expense Approval Report**

## By Purchased From Vendor

Post Dates 9/22/2023 - 9/22/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: FOP	LODGE 50 - UNION DUES				
FOP LODGE 50 - UNION DUES	FOP LODGE 50 - UNION DUES	09/22/2023	POLICE UNION DUES / 12/18/	10-20510	348.84
			Purchased From Vendor FOP	LODGE 50 - UNION DUES Total:	348.84
Purchased From Vendor: IAFF	LOCAL 42 - UNION DUES				
IAFF LOCAL 42 - UNION DUES	IAFF LOCAL 42 - UNION DUES	09/22/2023	UNION DUES FT/ 12/18/2020	10-20510	637.65
IAFF LOCAL 42 - UNION DUES	IAFF LOCAL 42 - UNION DUES	09/22/2023	UNION DUES PT/ 12/18/2020	10-20510	145.07
			Purchased From Vendor IAFF	LOCAL 42 - UNION DUES Total:	782.72
				Grand Total:	1,131.56

### **Report Summary**

	Fund Summary		
Fund		Expense Amount	Payment Amount
10 - GENERAL FUND		1,131.56	1,131.56
	Grand Total:	1,131.56	1,131.56
	Account Summary		
Account Number	Account Name	Expense Amount	Payment Amount
10-20510	Union Dues	1,131.56	1,131.56
	Grand Total:	1,131.56	1,131.56
Р	Project Account Summary		
Project Account Key		Expense Amount	Payment Amount
**None**		1,131.56	1,131.56
	Grand Total:	1,131.56	1,131.56

#### 9/29/2023 10:43:10 AM



**Riverside Police Department** 

# **Resolution Overview**

AGENDA DATE: October 3, 2023

**BACKGROUND:** This request is for the purchase of vehicle emergency and other associated equipment, including vehicle graphics. The equipment will outfit two new patrol units and one new K9 car. The equipment will be purchased from 911 Custom based on the current Missouri contract for that dealer. The equipment was approved in the 2023-2024 fiscal budget.

BUDGETARY IMPACT: \$47,000

### A RESOLUTION AUTHORIZING THE PURCHASE OF EMERGENCY EQUIPMENT FOR THREE (3) NEW POLICE VEHICLES THROUGH 911 CUSTOMS IN AN AMOUNT NOT TO EXCEED \$47,000.00

**WHEREAS**, the Police Department has a need for the Police Package for emergency equipment, installation, and graphics to equip two (2) 2024 Police patrol units and one (1) new K9 vehicle that were approved in the 2023-2024 budget; and

**WHEREAS**, the Board of Aldermen ("Board") finds and determines that it is in the best interest of the City to authorize the purchases herein described.

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

**THAT,** the Board approves the purchase of emergency equipment, installation, and graphics necessary to equip two (2) 2024 Police patrol units and one (1) new K9 vehicle in an amount not to exceed \$47,000.00 from 911 Custom pursuant to its contract #CC201400007 with the State of Missouri, and further that the Mayor is authorized to sign such agreement on behalf of the City; and

**FURTHER THAT** the Mayor, the City Administrator, the Police Chief, 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 the City Clerk is authorized to attest thereto.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 3<sup>rd</sup> day of October 2023.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk



### 911 Custom

6970 W 152nd Ter Overland Park, KS 66223 Phone: 913-390-8540 Email: sales@911custom.com



Bill To:	Ship To:
Riverside PD - MO	Riverside PD - MO
Riverside PD	Riverside PD
Accounts Payable Dept	Chris Skinrood
2950 NW Vivion Rd	2990 NW Vivion Road
Riverside, MO 64150	Riverside, MO 64150
Customer: Riverside PD - MO	Contact: Riverside PD
	PO Number: 2024 DURANGO K9

### Notes: PURCHASE ORDER PO00185

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Kevin	Net 30	Origin	Will Call	Ground	07/05/2023

Item					Qty	
#	Туре	Number	Description	Unit Price	Ordered	Total Price
1	Sale	H-C-VS-2300-DUR	Vehicle-Specific 23" Console for 2021 Dodge Durango	\$397.42	1.00 ea	\$ 397.42
2	Sale	H-CUP2-1001	Internal cup holders	\$46.23	1.00 ea	\$ 46.23
3	Sale	H-C-AP-0325	3" accessory pocket, 2.5" deep	\$47.61	1.00 ea	\$ 47.61
4	Sale	H-C-DMM-3124	Heavy-Duty Dash Mount 2021-2023 Durango	\$362.25	1.00 ea	\$ 362.25
5	Sale	H-C-SM-SA-1	Mounting bracket complete w/ swing arm adaptor for Angled console	\$139.38	1.00 ea	\$ 139.38
6	Sale	W-60CREGCS	12V WHT/RED 6" COMPARTMENT LT	\$143.96	2.00 ea	\$ 287.92
7	Sale	W-SSF5150D	SOLID STATE BRAKE LT. FLASHER	\$76.70	1.00 ea	\$ 76.70
8	Sale	W-IONR	ION LIGHT RED FRONT BUMPER	\$87.30	1.00 ea	\$ 87.30
9	Sale	W-IONB	ION LIGHT BLUE FRONT BUMPER	\$87.30	1.00 ea	\$ 87.30
10	Sale	W-LINSV2R	SURFACE MT LINZ V-SERIES RED	\$172.87	1.00 ea	\$ 172.87
11	Sale	W-LINSV2B	SURFACE MT LINZ V-SERIES BLUE	\$172.87	1.00 ea	\$ 172.87
12	Sale	W-LSVBKT50	LINSV MIRROR MT KIT 20 UTILITY	\$19.47	1.00 ea	\$ 19.47
13	Sale	W-BB8DEDE	LIBERTY II DUO WCX 48" D/E/D/E	\$2,479.00	1.00 ea	\$ 2,479.00
14	Sale	W-C399	CENCOM CORE WCX CONTROL CENTER	\$0.00	1.00 ea	\$ 0.00
15	Sale	W-CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	\$0.00	1.00 ea	\$ 0.00
16	Sale	W-C399K3	OBDII CANPORT KIT DODGE	\$0.00	1.00 ea	\$ 0.00
17	Sale	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	\$0.00	1.00 ea	\$ 0.00
18	Sale	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P	\$0.00	1.00 ea	\$ 0.00
19	Sale	W-STPKT85	Durango / 2011-2020 / 48"-50"	\$0.00	1.00 ea	\$ 0.00
20	Sale	W-CEM16	WeCanX 16 OUTPUT EXPANSION MOD	\$163.43	1.00 ea	\$ 163.43



## 911 Custom

6970 W 152nd Ter Overland Park, KS 66223 Phone: 913-390-8540 Email: sales@911custom.com



Item					Qty	
#	Туре	Number	Description	<b>Unit Price</b>	Ordered	<b>Total Price</b>
21	Sale	W-CV2V	CORE VEHICLE-TO-VEHICLE SYNC MODULE	\$207.68	1.00 ea	\$ 207.68
22	Sale	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	\$203.00	1.00 ea	\$ 203.00
23	Sale	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P	\$15.00	1.00 ea	\$ 15.00
24	Sale	W-IONR	ION LIGHT RED REAR TAG	\$87.30	1.00 ea	\$ 87.30
25	Sale	W-IONB	ION LIGHT BLUE REAR TAG	\$87.30	1.00 ea	\$ 87.30
26	Sale	W-IONBKT1	ION LICENSE PLATE BKT HORIZ.	\$24.78	1.00 ea	\$ 24.78
27	Sale	W-TLIC	ION T-SERIES LINEAR LT WHITE SIDE BUMPER LIGHTING	\$96.17	2.00 ea	\$ 192.34
28	Sale	W-IONR	ION LIGHT RED FRONT BUMPER LIGHTING	\$87.30	1.00 ea	\$ 87.30
29	Sale	W-IONB	ION LIGHT BLUE FRONT BUMPER LIGHTING	\$87.30	1.00 ea	\$ 87.30
30	Sale	W-IONK1B	SWIVEL MOUNT KIT FOR ION BLK FRONT BUMPER LIGHTING	\$24.78	2.00 ea	\$ 49.56
31	Sale	S-TK0233DUR11	2011 - 2021 Dodge Durango - CARGO BOX, DSK- Drawer, Sliding With Key Lock, BSN- Base Sliding With No Lock	\$1,241.31	1.00 ea	\$ 1,241.31
32	Sale	S-TPA9289	Cargo Radio Tray, With No lock TRN	\$269.09	1.00 ea	\$ 269.09
33	Sale	S-TPA12633	DRAWER DIVIDER BASE ONLY WITHOUT LOCKS	\$89.69	1.00 ea	\$ 89.69
34	Sale	S-BK0534DUR21	2011 - 2021 Dodge Durango - PB400 VS Bumper, Full Bumper, Aluminum	\$371.91	1.00 ea	\$ 371.91
35	Sale	ROK-TSH-900M	6 IN ANTENNA	\$350.00	1.00 ea	\$ 350.00
36	Sale	MP-WIREHARNESS	CUSTOM WIRING HARNESS	\$195.00	1.00 ea	\$ 195.00
37	Sale	MP-FUSEPACK	Fuse Pack for Installations	\$165.00	1.00 ea	\$ 165.00
38	Shipping	Shipping and Handling	Shipping and Handling TO BE DETERMINED BASED ON QTY	\$595.00	1.00 ea	\$ 595.00
39	Sale	Labor - Installation	911 Custom - Installation Services	\$2,695.00	1.00 hr	\$ 2,695.00
40	Sale	Н-К9-D25-В	2011-2025 Dodge Durango BLACK K9 Transport system	\$3,427.92	1.00 ea	\$ 3,427.92
41	Sale	AK9-HP-5020	K9 HOT-N-POP PRO TEMP ALARM & DOOR	\$1,499.00	1.00 ea	\$ 1,499.00
42	Sale	АК9-НА-ҒКТ10-Р	OPTIONAL 10" FAN, ACTIVATION MODULE, MANUAL SWITCH, AND MATERIALS	\$239.00	1.00 ea	\$ 239.00
43	Sale	AK9-HA-FWG	HEAVY DUTY FAN GUARD 10" FAN	\$85.00	1.00 ea	\$ 85.00
44	Sale	AK9- ACEWATCHDOG	PROACTIVE MONITORING SYSTEM FOR SMARTPHONE	\$899.00	1.00 ea	\$ 899.00



911 Custom 6970 W 152nd Ter Overland Park, KS 66223 Phone: 913-390-8540 Email: sales@911custom.com

Order #	Date
53755	08/14/2023

	Subtotal:	\$17,703.23
	Sales Tax:	\$0.00
All orders are subject to restocking fees.	Total:	\$17,703.23
	Paid:	\$0.00
Estimates are good for 45 days.	Balance Due:	\$17,703.23

Credit card payments are subject to a 3% processing fee.

Approval:\_\_\_\_

Date:\_\_\_\_

August 14, 2023 11:49:33 AM CDT



### 911 Custom

6970 W 152nd Ter Overland Park, KS 66223 Phone: 913-390-8540 Email: sales@911custom.com



Bill To:	Ship To:
Riverside PD - MO	Riverside PD - MO
Riverside PD	Riverside PD
Accounts Payable Dept	Chris Skinrood
2950 NW Vivion Rd	2990 NW Vivion Road
Riverside, MO 64150 Riverside, MO 64150	
Customer: Riverside PD - MO	Contact: Riverside PD
	PO Number: 2024 DURANGO PATROL

### Notes: PURCHASE ORDER PO00185

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Kevin	Net 30	Origin	Will Call	Ground	07/05/2023

Item					Qty	
#	Туре	Number	Description	Unit Price	Ordered	Total Price
1	Sale	H-C-VS-2300-DUR	Vehicle-Specific 23" Console for 2021 Dodge Durango	\$397.42	1.00 ea	\$ 397.42
2	Sale	H-CUP2-1001	Internal cup holders	\$46.23	1.00 ea	\$ 46.23
3	Sale	H-C-AP-0325	3" accessory pocket, 2.5" deep	\$47.61	1.00 ea	\$ 47.61
4	Sale	H-C-DMM-3124	Heavy-Duty Dash Mount 2021-2023 Durango	\$362.25	1.00 ea	\$ 362.25
5	Sale	H-C-SM-SA-1	Mounting bracket complete w/ swing arm adaptor for Angled console	\$139.38	1.00 ea	\$ 139.38
6	Sale	W-60CREGCS	12V WHT/RED 6" COMPARTMENT LT	\$143.96	2.00 ea	\$ 287.92
7	Sale	W-SSF5150D	SOLID STATE BRAKE LT. FLASHER	\$76.70	1.00 ea	\$ 76.70
8	Sale	W-IONR	ION LIGHT RED FRONT BUMPER	\$87.30	1.00 ea	\$ 87.30
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12	Sale	W-LSVBKT50	LINSV MIRROR MT KIT 20 UTILITY	\$19.47	1.00 ea	\$ 19.47
13	Sale	W-BB8DEDE	LIBERTY II DUO WCX 48" D/E/D/E	\$2,479.00	1.00 ea	\$ 2,479.00
14	Sale	W-C399	CENCOM CORE WCX CONTROL CENTER	\$0.00	1.00 ea	\$ 0.00
15	Sale	W-CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	\$0.00	1.00 ea	\$ 0.00
16	Sale	W-C399K3	OBDII CANPORT KIT DODGE	\$0.00	1.00 ea	\$ 0.00
17	Sale	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	\$0.00	1.00 ea	\$ 0.00
18	Sale	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P	\$0.00	1.00 ea	\$ 0.00
19	Sale	W-STPKT85	Durango / 2011-2020 / 48"-50"	\$0.00	1.00 ea	\$ 0.00
20	Sale	W-CEM16	WeCanX 16 OUTPUT EXPANSION MOD	\$163.43	1.00 ea	\$ 163.43



## 911 Custom

6970 W 152nd Ter Overland Park, KS 66223 Phone: 913-390-8540 Email: sales@911custom.com



Item					Qty	
#	Туре	Number	Description	<b>Unit Price</b>	Ordered	<b>Total Price</b>
21	Sale	W-CV2V	CORE VEHICLE-TO-VEHICLE SYNC MODULE	\$207.68	1.00 ea	\$ 207.68
22	Sale	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	\$203.00	1.00 ea	\$ 203.00
23	Sale	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P	\$15.00	1.00 ea	\$ 15.00
24	Sale	W-IONR	ION LIGHT RED REAR TAG	\$87.30	1.00 ea	\$ 87.30
25	Sale	W-IONB	ION LIGHT BLUE REAR TAG	\$87.30	1.00 ea	\$ 87.30
26	Sale	W-IONBKT1	ION LICENSE PLATE BKT HORIZ.	\$24.78	1.00 ea	\$ 24.78
27	Sale	W-TLIC	ION T-SERIES LINEAR LT WHITE SIDE BUMPER LIGHTING	\$96.17	2.00 ea	\$ 192.34
28	Sale	W-IONR	ION LIGHT RED FRONT BUMPER LIGHTING	\$87.30	1.00 ea	\$ 87.30
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30	Sale	W-IONK1B	SWIVEL MOUNT KIT FOR ION BLK FRONT BUMPER LIGHTING	\$24.78	2.00 ea	\$ 49.56
31	Sale	S-TK0233DUR11	2011 - 2021 Dodge Durango - CARGO BOX, DSK- Drawer, Sliding With Key Lock, BSN- Base Sliding With No Lock	\$1,241.31	1.00 ea	\$ 1,241.31
32	Sale	S-TPA9289	Cargo Radio Tray, With No lock TRN	\$269.09	1.00 ea	\$ 269.09
33	Sale	S-TPA12633	DRAWER DIVIDER BASE ONLY WITHOUT LOCKS	\$89.69	1.00 ea	\$ 89.69
34	Sale	S- PK0123DUR112ND	2011 - 2021 Dodge Durango - Cargo Area Parition, #12VS Stationary Window, Vinyl Coated Expanded Metal, *FOR USE WITH:, -2nd Row Seat	\$427.11	1.00 ea	\$ 427.11
35	Sale	S-BK0534DUR21	2011 - 2021 Dodge Durango - PB400 VS Bumper, Full Bumper, Aluminum	\$371.91	1.00 ea	\$ 371.91
36	Sale	S-PK1126DUR11	2011 - 2021 Dodge Durango - #10XL C Horizontal Sliding Window, Coated Polycarbonate, With Expanded Metal Window Security Screen, XL Panel Partition	\$130.41	1.00 ea	\$ 130.41
37	Sale	S-QK0634DUR11	2011 - 2021 Dodge Durango - Full REPLACEMENT Transport Seat, TPO Plastic, With Center Pull Seat Belts	\$682.41	1.00 ea	\$ 682.41
38	Sale	ROK-TSH-900M	6 IN ANTENNA	\$350.00	1.00 ea	\$ 350.00
39	Sale	MP-WIREHARNESS	CUSTOM WIRING HARNESS	\$195.00	1.00 ea	\$ 195.00
40	Sale	MP-FUSEPACK	Fuse Pack for Installations	\$165.00	1.00 ea	\$ 165.00
41	Shipping	Shipping and Handling	Shipping and Handling TO BE DETERMINED BASED ON QTY	\$675.00	1.00 ea	\$ 675.00
42	Sale	Labor - Installation	911 Custom - Installation Services	\$2,695.00	1.00 hr	\$ 2,695.00



911 Custom 6970 W 152nd Ter Overland Park, KS 66223 Phone: 913-390-8540 Email: sales@911custom.com

Order #	Date
53752	07/06/2023

	Subtotal:	\$12,873.24
	Sales Tax:	\$0.00
	Total:	\$12,873.24
All orders are subject to restocking fees.	Paid:	\$0.00
	<b>Balance Due:</b>	\$12,873.24
Estimates are good for 45 days.		

Approval:\_\_\_\_

Date:\_\_\_\_

July 6, 2023 1:25:02 PM CDT

### A RESOLUTION APPROVING TASK ORDER NUMBER 1 WITH DAKE WELLS

# 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 Dake Wells, 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 3rd day of October 2023.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

### Task Order Number <u>1</u> For Architectural / Engineering Services

This Task Order is entered into as of the <u>3<sup>rd</sup></u> day of <u>October 2023</u> (the "Effective Date"), by and between Dake Wells Architecture, Inc. a Missouri corporation having an office at 2100 Central St, Suite 01c, 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 engineering services pursuant to the Agreement for Engineering Services dated <u>September 19, 2023</u>, 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 Engineering Services dated <u>September 19, 2023</u>, that are not inconsistent with the specific terms contained herein, and the Agreement for Engineering Services dated <u>September 19, 2023</u>, 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 Public Works Needs Assessment 539-023 ("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 <u>September 19</u>, 2023, between the parties.

5. **Project Schedule**. See attached Exhibit A.

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

### **DAKE WELLS ARCHITECTURE, INC:**

### **CITY OF RIVERSIDE, MISSOURI:**

By: Dan Maginn

By:

Name: Dan Maginn

Title: Principal

Dated: 28 Sept 2023

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

### Scope of Services for

### Public Works Needs Assessment (539-023)

### **PROJECT DESCRIPTION**

The City of Riverside desires to study the existing condition of the Public Works facilities and site, associated equipment, and surrounding infrastructure to determine programming needs for now and the future. This project will consist of all necessary activities to study the existing conditions of current amenities, understand programming needs, and prepare proposed conceptual drawings, cost estimates, and exhibits to assist with the next task of the Public Works Needs Assessment.

### SCOPE OF SERVICES

- <u>Operational Analysis</u> The Consultant will interview Riverside Public Works (PW) to understand overarching goals and constraints and get a sense of the overall operation. The Consultant will investigate mission, budget, schedule, future growth, sustainability, security, IT, and other priorities.
- <u>ALTA Survey</u> The Consultant will obtain survey data recording boundaries, setbacks, topography, and utilities for any areas not available from City data. The Consultant will deliver to the City in AutoCAD format with a minimum of 2' contours and all site features.
- **Existing building analysis** The Consultant will perform research on the existing warehouse building, including a basic field measure of walls, a brief structural report, and an MEP narrative.
- <u>Needs Analysis</u> The Consultant will interview PW to understand programmatic needs, including interior and exterior spaces. From this analysis, a building program will be developed, including projected growth factors.
- <u>Adjacency Diagram</u> The Consultant will translate the program into a diagram showing relative size of spaces, and their relationship to each other.
- <u>Sustainability Strategy</u> Using the LEED Checklist as a baseline, the Consultant will work with the City to understand your priorities on resource efficient systems and design guidelines to promote worker safety and well-being. We would then summarize a basic, overarching strategy.

- <u>Space and Ouality Standards</u> The Consultant will lead a discussion on industry standard sizes of offices, meeting rooms and support areas that would support your operation and conform to your culture. These findings will be summarized with sketches and narratives.
- **Final Predesign Document** The Consultant will collect all the information into a single document outlining the needs of the PW Department.
- <u>Project Management</u> The Consultant will regularly communicate with City staff to provide progress updates and requested deliverables. As part of the scope described, the Consultant will participate in discussions and meetings with City Staff, Board of Aldermen and other boards or commissions.

### • **Project Schedule (assuming notice to proceed by 10/04/2023)**

- Kickoff meeting (week of 10/09/2023)
- ALTA Survey (11/10/2023)
- Analysis, Diagramming, Space & Quality Standards (11/10/2023)
- Final Predesign Document (11/22/2023)

### • <u>Exclusions</u>

- Services not listed above are not included.
- No geotechnical investigation
- No examination of off-site facilities or sites.

### • **<u>Required from City</u>**

- Title work for existing site.
- Existing facility reports / condition assessments / as-builts of the PW office / garage and warehouse, if available.
- Geotechnical investigation. The City will hire a geotechnical contractor to conduct on-site borings if existing data needs to be supplemented.

#### Exhibit B to Task Order 1

#### Fee Proposal for

# Public Works Needs Assessment (539-023)

#### Task 1 Fee

#### \$52,800

Fee includes basic reimbursables including KC area travel, and basic printing. Should Andrew Cooper be requested to visit in person during Task 1, we would provide an additional cost for that. Otherwise, he would visit during the beginning of Task 2.

#### FEE SCHEDULE

ALTA Survey	\$10,000
Analysis (operational, existing building, needs)	\$26,000
Diagramming	\$1,800
	<b>*</b> 1 <b>*</b> 2 <b>*</b>
Sustainability Strategy	\$1,000
	¢2,000
Space and Quality Standards	\$3,000
Final Predesign Document	\$5,000
Project Management	\$6,000
Total	\$52,800

#### BILL NO. 2023-059

#### ORDINANCE NO.

#### AN ORDINANCE APPROVING AN AGREEMENT WITH THE KANSAS CITY AREA TRANSPORTATION AUTHORITY

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

<u>SECTION 1 – APPROVAL OF AGREEMENT.</u> That the Riverside Board of Aldermen hereby approves the Agreement by and between the City and the Kansas City Area Transportation Authority, in substantially the form attached hereto, and the Mayor is authorized to execute the Agreement on behalf of the City.

<u>SECTION 2 – GRANT OF FURTHER AUTHORITY.</u> 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 Ordinance 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.

<u>SECTION 3 – EFFECTIVE DATE.</u> This Ordinance shall be in full force and effect from 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 this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

#### KANSAS CITY AREA TRANSPORTATION AUTHORITY

#### A Contract for Transit Service

#### **RIVERSIDE, MISSOURI**

THIS CONTRACT entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023 by and between the KANSAS CITY AREA TRANSPORTATION AUTHORITY (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and the CITY OF RIVERSIDE, MISSOURI (hereinafter referred to as the "Community").

#### WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic wellbeing of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas;

**WHEREAS**, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

**WHEREAS,** the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

**WHEREAS, the** Community requests IRIS transportation services from the KCATA through its third-party service provider WHC.

**NOW, THEREFORE,** for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

- 1. The Community requests IRS transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "A," be operated by the KCATA for the period November 1, 2023, through December 31, 2023.
- 2. The level of service, as generally set forth in Attachment "A," shall not be reduced and changed or modified without the consent of the Community or cost will be adjusted. If the Community seeks an increase in IRIS transportation services then the parties will negotiate a new rate and increased contract amounts based on market rates.
- 3. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$14,000** paid in advance of the start of any service each month or (based on current contract amount, Community will pay \$7,000 to KCATA on the 1<sup>st</sup> of each month). The price for this service as shown below is a flat rate

#### City of Riverside – 2 Month Contract November 1, 2023 – December 31, 2023

for the two month pilot extension. The Community recognizes that for continued services beyond the pilot period the price charged is likely to be greater.

IRIS Service (3 Month Pilot)	\$ 14,000
Total Local Share	\$ 14,000

- 4. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract for public transit service shall be the sum of **\$14,000**.
- 5. The method of payment of the Local Share provided for in Paragraph "3" is as follows:
  - a. The Community's monthly Local Share will be one-half of the Community's portion of the estimated total local share for the two-month period.
  - b. The KCATA will invoice the Community for Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit the monthly Local Share by the first of the month service will be delivered.
- 6. General Provisions:
- A. The parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the parties hereto.
- B. This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- C. This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- D. Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
- E. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party

#### City of Riverside – 2 Month Contract November 1, 2023 – December 31, 2023

such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing, or it shall be deemed given.

- F. In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- G. Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

7. This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this Contract, respecting its alleged breach, shall be instituted only in the appropriate jurisdiction as allowed by law.

**8.** The headings included in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

**9.** Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA:	Bryce Shields, Community Engagement and Affairs Partner Kansas City Area Transportation Authority 1200 East 18 <sup>th</sup> Street Kansas City, MO 64108
If to City:	Brian Koral, City Administrator City of Riverside 2950 NW Vivion Road Riverside Missouri 64150

#### City of Riverside – 2 Month Contract November 1, 2023 – December 31, 2023

# THE KANSAS CITY AREA TRANSPORTATION AUTHORITY

By:

Date:

Melissa Bynum, Chair

# THE CITY OF RIVERSIDE, MISSOURI

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

Date:

Name and Title: Brian Koral, City Administrator

Attachments

Attachment A: Contract Service

#### ATTACHMENT "A"

#### CITY OF RIVERSIDE, MISSOURI CONTRACT SERVICE

**IRIS** provides a daily demand responsive service from 4 AM to 11 PM. Trips within the boundaries of the City of Riverside will have a fare of \$0. Trips leaving or coming from boarders outside of Riverside will follow the IRIS pricing structure within Kansas City, MO. All fare revenues will be retained by KCATA.

BILL NO. 2023-060

#### AN ORDINANCE AUTHORIZING AND APPROVING AN OPTION TO PURCHASE CERTAIN REAL PROPERTY AGREEMENT BY AND BETWEEN THE CITY OF RIVERSIDE, MISSOURI AND M.S. RESTORATION LLC, OR ITS ASSIGNEE AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS RELATED THERETO

**WHEREAS**, the City of Riverside, Missouri (the "City") owns certain real property, commonly known as Hydro Conduit Lot 1, as further described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, M.S. Restoration, LLC, a Missouri limited liability company ("M.S. Restoration"), has expressed an interest to purchase that certain parcel of property to develop and use such parcels potentially for an office industrial building with office and warehouse uses (the "Proposal)"; and

**WHEREAS**, the City desires to sell Hydro Conduit Lot 1 to M.S. Restoration and M.S. Restoration desires to purchase Hydro Conduit Lot 1 from the City, all upon the terms and conditions yet to be determined, and which must be finally passed and approved by the Board of Aldermen and approved by the Mayor of the City ; and

**WHEREAS**, M.S. Restoration has requested additional time to formulate a purchase and development proposal; and

**WHEREAS**, City Staff recommend the City authorize the execution of an exclusive Option to Purchase Real Property Agreement ("Agreement") substantially similar to the Agreement attached hereto as **Exhibit B** and incorporated herein, by and between the City and M.S. Restoration to provide M.S. Restoration until December 4, 2023, to submit a proposed purchase and sale and development proposal to the City; and

**WHEREAS**, the City will not market the site to any other individual or entity for the term of the Option to Purchase Agreement; and

**WHEREAS**, the Board of Aldermen find that the execution of an exclusive Option to Purchase Real Property Agreement by and between the City and M.S. Restoration to provide M.S. Restoration until December 4, 2023, to submit a proposed purchase and sale and development proposal to the City fulfills a public purpose and will provide an opportunity to 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 Hydro Conduit Lot 1, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers.

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

SECTION 1 – BEST INTEREST OF THE CITY TO APPROVE THE OPTION TO PURCHASE REAL PROPERTY AGREEMENT BY AND BETWEEN THE CITY AND M.S. RESTORATION, LLC. It is in the best interest of the City, in order to provide an opportunity to further the growth of the City, improve the environment of the City, foster increased economic activity within the City, increase employment opportunities within the City, further the objectives of the TIF Plan, further build out the public infrastructure and otherwise is in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers, to enter into an exclusive Option to Purchase Real Property Agreement substantially similar to the Agreement attached hereto as **Exhibit B** and incorporated herein, by and between the City and M.S. Restoration to provide M.S. Restoration until December 4, 2023, to submit a proposed purchase and sale agreement and development proposal to the City.

**SECTION 2 – AUTHORITY GRANTED.** The Mayor is authorized to execute and deliver the Agreement in substantially the form attached hereto as **Exhibit B** and incorporated herein, with such changes therein as are approved by the Mayor. The Mayor, City Administrator, Special Counsel to the City – Spencer Fane LLP, and other appropriate officials and employees of the City are hereby authorized and directed to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance 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.

**<u>SECTION 3 – EFFECTIVE DATE</u>**. This Ordinance shall be in full force and effect from 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 3rd<sup>th</sup> day of October 2023.

ATTEST:

Kathleen L. Rose, Mayor

Robin Kincaid, City Clerk

Approved as to form:

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

# <u>EXHIBIT A</u>

#### LEGAL DESCRIPTION OF REAL PROPERTY SUBJECT TO THE OPTION TO PURCHASE AGREEMENT

Property description:	Hydro Conduit Lot 1	
Parcel ID#	23-3.0-05-000-000-041.00	2.
SEC.TWN.RNG:	5-50-33	
	ACRES:	3.54

# <u>EXHIBIT B</u>

**OPTION TO PURCHASE AGREEMENT** 

#### **OPTION AGREEMENT**

THIS OPTION AGREEMENT ("<u>Agreement</u>") is made and entered into as of the \_\_\_\_\_\_\_ day of October, 2023 (the "<u>Effective Date</u>"), by and between the City of Riverside, Missouri, a fourth-class city organized and existing under the laws of the State of Missouri (hereinafter referred to as "City"), and M.S. Restoration LLC, a Missouri LLC, OR its assigns ("Developer"). In consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows: <u>The City</u>, LLC, a Delaware limited liability company ("<u>The</u> <u>Developer</u>").

#### WITNESSETH:

WHEREAS, The City is the owner of the approximately 3.54 acre tract of real property, and all improvements located thereon, located in the City of Riverside, Platte County, Missouri, as legally described on **Exhibit "A"** (the "<u>Option Property</u>");

WHEREAS, in exchange for the consideration described herein, the City hereby agrees to grant the Developer an exclusive right and option to acquire the Option Property for purposes of designing constructing and developing an office and industrial improvements to be located upon said real property all upon the events and under the terms set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, stipulations, agreements and obligations hereinafter set forth, the City and the Developer agree as follows:

1. <u>Grant of Purchase Option</u>. The City hereby grants to the Developer or the Developer's successors or assigns, the exclusive right and option to acquire the Option Property from the City, on and subject to the terms and conditions hereinafter set forth (the "<u>Option</u>").

2. <u>Term of Option</u>. The Option shall continue in effect up to and including December 4, 2023 (the "<u>Option Period</u>").

3. <u>Exercise of Option</u>. The Developer may exercise the Option at any time prior to the expiration of the Option Period by providing written notice to the City, delivered either by hand delivery or by mail to the City Administrator who is authorized to receive said proposal on behalf of the City on or before the expiration of the Option Period. The Option shall be deemed exercised on the earlier of: (i) the date the notice is personally delivered to The City; or (ii) the date the notice is delivered to the mail delivery service (the "<u>Option Exercise Date</u>"). TheDeveloper's notice shall specify the Closing Date (as hereinafter defined), which shall be no later than one hundred twenty (120) days from the date the notice is delivered.

4. <u>Option Purchase Price</u>.

- (a) Upon the execution of this Agreement, the Developer shall pay to the City in immediately available funds the amount of Three Thousand and 00/100ths Dollars (\$3,000.00) as consideration for the granting of the Option and this Agreement ("<u>Option Consideration</u>"). Upon payment of the Option Consideration, the Option Consideration shall be deemed non-refundable.
- (b) In the event the Option is exercised by the Developer, the purchase price for the Option Property shall be Three Hundred Seventeen and 00/100ths Dollars (\$317,000.00) (the "<u>Option Price</u>"). The Option Price, subject to all prorations, credits and adjustments as provided in this Agreement, shall be payable immediately available funds by the Developer to the City at Closing (as hereinafter defined).

5. <u>Option Closing Date and Possession</u>. In the event the Option is exercised by the Developer, the Closing ("<u>Closing</u>" or "<u>Closing Date</u>") shall be the date as set forth in the Developer's notice exercising the Option, as provided in Section 3 hereof; provided however, the closing shall be no more than one hundred twenty (120) days following the date of the notice. The Developer shall be entitled to possession of the Option Property at Closing. Closing shall be at a title company selected mutually by the City and the Developer (the "<u>Closing Service</u>").

6. <u>Records</u>. Within fifteen (15) days from the Effective Date and at all times during the Option Period as new or additional information becomes available, the City agrees to make available to the Developer for inspection and copying all information, documents, and other records in the City's possession, if any, relating to the City's title to the Property, taxes on the Property, and any information within the City's possession or under its control relating to its ownership of or the physical condition of the Property, including without limitation any prior surveys, environmental reports, geotechnical reports, and title policies (the "<u>Records</u>"). Except as otherwise provided herein, the City does not represent or warrant the accuracy of any of the information contained in the Records.

7. <u>Access</u>. During the Option Period, the Developer, its employees, consultants, contractors and subcontractors shall have the exclusive right to enter the Property for the purposes of conducting, at its sole cost and expense, such activities as may be necessary in the Developer's sole discretion to review the Property to determine its suitability for the purposes of the Option Property, including, but not limited to, Phase I and/or Phase II Environmental Site Assessments, a survey (the "Survey"), core drilling, or any other similar activities that may be reasonably utilized by the Developer to determine the Property's suitability for the Developer's intended use. the Developer shall give the City at least five (5) days written notice prior to accessing the Option Property pursuant to this Section.

8. <u>Option Closing Procedures</u>. If this Option is exercised by the Developer, the conveyance of the Option Property shall be governed by a separately executed Purchase and Sale Agreement.

9. <u>Affirmative Covenant of the City</u>. From the date hereof to the Closing, the City shall not agree to sell, encumber or grant any interest in the Option Property or any part thereof to any party other than the Developer.

10. <u>Option Expenses</u>. All recording fees, expenses, deeds and any other costs of this Agreement or the Closing, (including but not limited to the closing attorneys' fees), recording fees, and this transaction, shall be borne solely by the Developer.

11. <u>Default and Remedies under Option</u>. In the event of default in the performance or observance of any provision of this Agreement by a party hereto, the parties hereto agree as follows:

The Developer's Default and the City's Remedies. In the event the (a) Developer shall fail to perform the Developer's obligations hereunder or fails to perform any obligation or make any payment except as excused in writing by the City or by the City's default, the City shall make written demand upon the Developer for performance, and if the Developer fails to comply with such written demand within thirty (30) days after receipt thereof, the Developer shall be in default and the City's sole and exclusive remedies shall be to retain the Option Payment made to the City by the Developer. The above shall be deemed full and complete liquidated damages for the failure of the Developer to perform its obligations hereunder, the parties agreeing that in such circumstances actual damages would be difficult, if not impossible, to ascertain. Upon termination, the parties shall be discharged from any further obligation hereunder, except that the parties shall bear the costs and expenses set forth herein as were incurred prior to the event of default. It is expressly understood and agreed that the City shall not be entitled to specific performance of this Agreement in the event of the Developer's default.

12. <u>Assignment</u>. Neither party may assign its interests under this Agreement to a third party without the written consent of the other, not to be unreasonable withheld, conditioned, or delayed.

13. <u>Binding Effect and Benefits under Option</u>. Subject to the restrictions on assignment as set forth in Section 12 hereof, this Agreement shall run with the land, and shall be binding upon, and shall inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

14. <u>Governing Law</u>. This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Missouri.

15. <u>Notices</u>. Notices are given pursuant to this Agreement shall be in writing, shall be given by personal delivery, by facsimile, or by mailing the same to the party entitled thereto at the address set forth below or at such other address as either party may designate in writing to the other party pursuant to the provisions of this paragraph. Notices given by mail shall be sent by United States mail, certified or registered, return receipt requested, or by nationally recognized overnight courier service providing receipt of delivery. Notices shall be deemed to be received on the day of actual receipt, in the case of personal delivery, or on the date of receipt set forth in the confirmation of delivery, in the case of facsimile or mailing. Notices shall be forwarded to the following addresses and/or facsimile numbers, subject to change as provided above:

(a) If to The City:

Brian Koral City Administrator, City of Riverside 2950 NW Vivion Road Riverside, MO 64150

(b) If to The Developer:

16. <u>Counterparts</u>. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

17. <u>Attorney Fees</u>. In the event either party is required to bring an action to enforce any provision or right under this Agreement, the prevailing party as determined by a court of competent jurisdiction shall be entitled to its reasonable costs incurred in connection with such litigation, including reasonable attorney fees, and the unsuccessful party covenants and agrees to pay to the prevailing party the same.

18. <u>Real Estate Broker</u>. The City hereby represents and warrants to the Developer that the City has not submitted this transaction to any broker, finder or other agent whatsoever.. The Developer hereby represents and warrants to the City that the Developer has not submitted this transaction to any broker, finder, or agent, and the Developer hereby agrees to indemnify the City for any claim, brokerage commission or finder's fee asserted by any person, firm, or corporation claiming to have been engaged by the Developer.

19. <u>Construction</u>. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

20. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties in connection with the Option Property and supersedes any and all prior written or oral agreement or understanding between the parties in connection with this transaction.

21. <u>Time of Essence</u>. Time is of the essence in connection with all matters relating to this Agreement.

22. <u>Memorandum of Option</u>. The parties hereto agree that, simultaneously with the execution of this Agreement, the parties shall execute a Memorandum of Option Agreement for the purpose of recording with the Platte County, Missouri, Recorder of Deeds to provide the general public with notice of The Developer's Option to purchase the Option Property. The Memorandum shall be substantially in the form of that document attached hereto as **Exhibit** "C".

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year set opposite their names.

THE CITY:

City of Riverside, Missouri

Date:

By: Name: Kathleen L. Rose Title: Mayor

#### THE DEVELOPER:

M.S. Restoration, LLP

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

By:	
Name:	George Gunter
Title:	

# EXHIBIT A

## LEGAL DESCRIPTION OF REAL PROPERTY SUBJECT TO THE OPTION TO <u>PURCHASE AGREEMENT</u>

Property description: Hydro Conduit Lot 1

Parcel ID# 23-3.0-05-000-000-041.002.

SEC.TWN.RNG: 5-50-33

ACRES: 3.54

# EXHIBIT "B"

# **MEMORANDUM OF OPTION**

(Space above reserved for Recorder of Deeds certification)

#### **COVER PAGE FOR RECORDING**

1.	Title of Document:	Memorandum of Option
2.	Date of Document:	, 2023
3.	The City Name and Address:	McDOWELL FARMS 1, LLC, a Missouri limited liability company
		[ADDRESS]
4.	The Developer Name and Ac	ldress: MIDWEST STONE, SAND & GRAVEL, LLC, a Delaware limited liability company
		251 Little Falls Drive, Wilmington, Delaware 19808
5.	Legal Description:	See Exhibit A
6.	Book and Page Reference:	N/A

# AFTER RECORDING, PLEASE RETURN TO:

Midwest Stone, Sand & Gravel, LLC 251 Little Falls Drive Wilmington, Delaware 19808

#### **MEMORANDUM OF OPTION AGREEMENT**

MEMORANDUM OF OPTION AGREEMENT ("Memorandum"), made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023, by and between McDOWELL FARMS 1, LLC, a Missouri limited liability company ("The City"), and MIDWEST STONE, SAND & GRAVEL, LLC, a Delaware limited liability company (the "The Developer").

#### WITNESSETH:

1. Effective \_\_\_\_\_\_, 2023, The City and The Developer have executed and delivered an Option Agreement (the "Agreement"), wherein The City has granted to The Developer, and The Developer has accepted from The City, in exchange for good and sufficient consideration which both parties acknowledge, an option (the "Option") to purchase an Option Property over, under, and across certain real property owned by The City, as more particularly described and depicted on Exhibit "A," attached hereto and made a part hereby this reference (the "Property") on the terms and conditions as set forth in the Agreement.

2. The purpose of this Memorandum is to give notice to all parties that The Developer has an interest in the Property pursuant to the terms of the Agreement. This Memorandum shall be recorded in the Office of the Recorder of Deeds for St. Francois County, Missouri, in lieu of recordation of the Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

THE CITY:

#### McDOWELL FARMS 1, LLC

a Missouri limited liability company

By:		
Name:	 	
Title:		

STATE OF MISSOURI § COUNTY OF ST. FRANCOIS §

This instrument was acknowledged before me on \_\_\_\_\_\_, 2023, by \_\_\_\_\_\_, as \_\_\_\_\_\_ of McDOWELL FARMS 1, LLC, a Missouri limited liability company, on behalf of said limited liability company.

Notary Public

Printed Name:

#### THE DEVELOPER:

# MIDWEST STONE, SAND & GRAVEL, LLC

a Delaware limited liability company

	By: Name: Title:
STATE OF	8
COUNTY OF	\$ \$ \$

This instrument was acknowledged before me on \_\_\_\_\_\_, 2023, by \_\_\_\_\_\_, as \_\_\_\_\_\_ of MIDWEST STONE, SAND & GRAVEL, LLC, a Delaware limited liability company, on behalf of said company.

Notary Public

Printed Name:

My Commission Expires:

# EXHIBIT "A"

# **LEGAL DESCRIPTION OF OPTION PROPERTY**

[Insert]



Upstream from ordinary.

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

AGENDA DATE:2023-10-3TO:Mayor and Board of AldermenFROM:Human Resources Manager, Amy StroughRE:Hiring Ordinance – Lexy Nicholson

#### **Position Information**

This hire will fill a vacant full-time Police Officer position in the Police Department.

Hiring Recommendation

Staff recommends approving the following hire:

Candidate:	Lexy Nicholson
Department:	Police Department
<b>Open Position:</b>	Police Officer
FLSA Status:	Full-Time, Non-exempt
Starting Wage:	\$27.88/\$58,000
<b>Expected Start Date:</b>	shortly after 10/3/23

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

#### BILL NO. 2023 – 061

#### ORDINANCE NO.

#### AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF LEXY NICHOLSON AS A FULL-TIME POLICE OFFICER IN THE POLICE 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 nonelected 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 Lexy Nicholson as Police Officer in the Police 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.** Lexy Nicholson is hereby employed as a Police Officer in the Police Department.

**SECTION 2 – STARTING SALARY.** The starting salary for this position shall be set at \$27.88/\$58,000. 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 October 4, 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 3rd day of October 2023.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

# A RESOLUTION APPROVING AN AGREEMENT FOR ARCHITECTURAL / ENGINEERING SERVICES BETWEEN THE CITY OF RIVERSIDE MISSOURI AND SFS ARCHITECTURE, INC.

**WHEREAS,** the City of Riverside, Missouri, (the "City") desires to retain the services of an architecture firm whose duties and responsibilities would include architecture and engineering; and

WHEREAS, Missouri law establishes a policy that selection of an architectural / engineering firm is to be based upon competence and qualification, followed by negotiation of fair and reasonable prices; and

WHEREAS, the City issued a Request for Qualifications for the City Hall Renovation; and

WHEREAS, the City received eleven (11) Statements of Qualifications in response; and

**WHEREAS,** SFS Architecture, Inc., ("SFS"), a Missouri corporation registered in Missouri, submitted a Statement of Qualification; and

**WHEREAS,** the City Administrator, City Engineer, Capital Projects and Parks Manager, Community Development Director, City Clerk, and HR Manager reviewed the statements and conducted interviews with four firms and determined that SFS was qualified; and

WHEREAS, an Agreement for Architectural / Engineering Services (the "Agreement") ("Attachment 1" attached hereto and incorporated herein) was then prepared that is structured so that the base agreement provides for generalized services, while more specific services required, will be authorized in the form of a Task Order which will be individually approved by the Board of Aldermen, and they set forth specific scope of services, compensation, scheduling, and other necessary terms as dependent upon the nature of the project and work requested; and

**WHEREAS**, the staff recommends to the Board the passage and approval of this resolution approving the Agreement and;

WHEREAS, the AGREEMENT fulfills a public purpose, will further the growth of the City, facilitate the orderly development of the City, improve the environment of the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct development, and otherwise is in the best interest of the City by furthering the health, safety, and welfare of its residents and taxpayers.

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

**SECTION 1. AGREEMENTS APPROVED.** It is in the best interest of the City, in order to further the objectives of industrial and economic development of the City, and to further the health, safety, and welfare of its residents, businesses and taxpayers to APPROVE the Agreement for Architectural / Engineering Services (the "Agreement") ("Attachment 1" attached hereto and incorporated herein).

#### **RESOLUTION NO. R-2023-141**

**SECTION 2. AUTHORITY TO EXECUTE.** The Mayor, City Administrator, and all other required city officials are authorized to execute the AGREEMENT authorized herein together with any and all documents necessary or incidental to the performance thereof and to take such other actions as may be deemed lawful, necessary and/or convenient to carry out and comply with the intent of this Resolution.

**SECTION 3. SEVERABILITY CLAUSE**. The provisions of this resolution 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 resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was **PASSED AND APPROVED** by a majority of the Board of Aldermen, and **APPROVED** by the Mayor of the City of Riverside, Missouri, this <u>3<sup>rd</sup></u> day of October 2023.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

#### **AGREEMENT FOR ARCHITECTURAL / ENGINEERING SERVICES**

**THIS AGREEMENT** is entered into as of the <u>3rd day of October, 2023</u> (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 desires to engage the Consultant to provide services to the City regarding architectural / engineering services as more fully described in Exhibit A, entitled "Project Services" attached hereto and incorporated herein by reference.

**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. Term of Agreement.

This non-exclusive Agreement shall begin as of the Effective Date and shall continue until terminated as provided herein.

#### 2. Scope of Services.

A. *General.* The Consultant shall provide the Project Services described in Exhibit A. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

B. *Project Specific*. In addition to the Project Services to be provided pursuant to this Agreement, the City may task the Consultant to provide additional professional architectural / engineering services on a project-specific basis. In the event the Consultant is tasked to provide such services, the City and the Consultant shall acknowledge a separate Task Order in the form attached hereto as Exhibit C in its substantial form, which describes the scope of services to be provided by the Consultant, and the City, providing for compensation for services to be provided by the Consultant, and providing completion times for said services, and any other necessary matters. The compensation to be paid the Consultant pursuant to any supplemental agreement shall be at the rates set forth in Exhibit B attached hereto and incorporated herein by reference unless otherwise agreed in the Task Order. In no event is any work in excess of that described in Exhibit A authorized by this Agreement without the City and the Consultant first entering into a Task Order.

#### 3. Compensation and Invoices.

A. The City agrees to compensate the Consultant in accordance with the Compensation Schedule contained in Exhibit B.

B. The City will pay all proper invoices within thirty (30) days of receipt. The following establishes the invoice procedure:

- 1. All invoices shall contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.
- 2. The Consultant shall not charge the City more than \$0.10 per page (for 8 ½ x 11" paper). If an outside copying job (e.g., FedEx Office) is required, Consultant shall only bill the actual cost incurred for photocopying with no markup.
- 3. All other out-of-pocket expenses will be for actual cost only with no markup (includes meals, hotels, courier, printing of plan sheets, special delivery, etc.).

C. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The City shall have the right to withhold payment to Consultant for any work not abiding by this Standard of Care until such time as Consultant modifies such work to the satisfaction of the City.

#### 4. The City's Responsibilities.

The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant. The City shall examine documents submitted by the Consultant and render decisions promptly as may be required.

#### 5. Insurance.

A. <u>General Provisions</u>. Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.

- B. <u>Limits and Coverage</u>.
  - 1. A policy of insurance for Commercial General Liability Coverage shall be provided in the aggregate amount of not less than \$2,000,000 for all claims and \$1,000,000 per occurrence. A policy of insurance for Automobile Liability Coverage shall also be provided in the amount of not less than \$1,000,000 on a combined single limit. The City shall be listed as an additional insured as respects both policies. Neither policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.
  - 2. The Consultant shall obtain and maintain Workers' Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall

provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.

3. Professional Liability Insurance covering claims resulting from engineering and surveying errors and omissions with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

#### 6. Termination.

Any party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the other party in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. Upon termination the City shall pay Consultant for all services rendered and costs incurred up through the termination date for any satisfactory work completed on the project prior to the date of termination.

#### 7. Relationship of Parties.

It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

#### 8. Notices.

Any notice, approval or other communication between the City and the Consultant pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City:

City of Riverside Attn: Noel Bennion 2950 NW Vivion Road Riverside, Missouri 64150 nbennion@riversidemo.gov The Consultant:

SFS Architecture, Attn: Kerry Newman 2100 Central St, Suite 31 Kansas City, MO 64108 knewman@sfsarch.com

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

#### 9. Disputes.

In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

#### 10. Waiver.

A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

#### 11. Severability.

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforceable. The particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

#### 12. Entire Agreement; Governing Law.

This Agreement constitutes the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Platte County, Missouri.

#### 13. Counterparts.

This Agreement may be executed in separate counterparts.

#### 14. Assignment.

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services, provided however, in the event Consultant employs independent consultants, associates, and subcontractors to assist in performing the Project Services, Consultant shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed. Each party binds itself and its successors and assigns to all provisions of this Agreement.

#### 15. No Third Party Rights.

The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

#### 16. Opinions of Cost.

Consultant's opinion of probable construction costs shall be made on the basis of professional experience and qualification, but Consultant does not warrant or guarantee that proposals, bids, or actual costs will not vary from Consultant's costs estimates.

#### 17. Good Faith Efforts and Cooperation.

The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

#### 18. Authority.

Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

#### 19. Covenant Against Contingent Fees.

The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### 20. Ownership of Documents.

Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Upon completion of the Project Services, Consultant shall deliver to City possession of all records pertaining to the Project Services.

#### 21. Compliance with Laws.

Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

#### 22. Consultant's Endorsement.

Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it.

#### 23. Indemnification and Hold Harmless.

Consultant shall indemnify and hold harmless City and its officers, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant, or its employees, or subcontractors, in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

#### 24. Professional Responsibility.

Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional architectural / engineering practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional architectural / engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

#### 25. Tax Exempt.

City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

#### 26. Safety.

In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

#### 27. Anti-Discrimination Clause.

Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

#### 28. Force Majeure.

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of terrorism, riot, labor condition) that was beyond the party's reasonable control.

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

(rest of page intentionally left blank)

#### SFS ARCHITECTURE, INC.:

#### **CITY OF RIVERSIDE, MISSOURI:**

By:

Name: Kerry Newman, AIA

Title: Principal\_\_\_\_\_

Dated: 9/26/2023 \_\_\_\_\_

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

Name: Kathleen L. Rose

Title: Mayor

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

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

Name: Brian Koral

Title: City Administrator

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

#### WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530, RSMo

STATE OF MISSOURI ) ) ss. COUNTY OF \_Jackson \_\_\_)

BEFORE ME, the undersigned authority, personally appeared <u>Kerry Newman</u> who, being duly sworn, states on his oath or affirmation as follows:

 1. My name is \_\_\_\_\_\_Kerry Newman \_\_\_\_\_\_and I am currently the \_\_\_\_\_\_

 Principal \_\_\_\_\_\_of \_\_\_\_SFS Architecture, Inc. \_\_\_\_\_\_

 (hereinafter "Contractor"), whose business address is \_\_\_\_\_\_2100 Central Street, Suite 31, Kansas

(hereinafter "Contractor"), whose business address is <u>2100 Central Street, Suite 31, Kansas</u> <u>City, MO 64108</u>, 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. Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the provision of Architectural / Engineering Services.

4. Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Kerry Newman, AIA Printed Name

Subscribed and sworn to before me this <u>A6th</u> day of <u>September</u>, 2023.

Notary Rublic



#### EXHIBIT A Project Services

Perform architectural / engineering services, including but not limited to:

- Participate in discussions and meetings with City Staff, Board of Aldermen and other boards or commissions;
- Perform functions that are project specific as directed by the City Administrator or his designee.

# Exhibit B Compensation Schedule



#### STANDARD HOURLY RATES

01/01/2023 - 12/31/2023

#### SFS ARCHITECTURE

Senior Principal\$265.00	per hour
Principal \$240.00	per hour
Technical Design Manager\$220.00	per hour
Sr. Project Manager\$190.00	per hour
Project Manager \$165.00	per hour
Senior Project Architect \$175.00	per hour
Project Architect\$155.00	per hour
Senior Designer \$165.00	per hour
Designer \$145.00	per hour
Senior Interior Designer\$155.00	per hour
Interior Designer \$145.00	per hour
Architectural Intern\$115.00	per hour
Interior Design Intern \$100.00	per hour
Clerical\$ 85.00	per hour
Student Intern\$ 60.00	per hour

# SMITH & BOUCHER, INC.

# **2023 HOURLY RATE SCHEDULE\***

Principal	\$185/Hour
Associate	\$160/Hour
Sr. Engineer	\$135/Hour
Sr. Commissioning Agent	\$135/Hour
Engineer	\$120/Hour
Jr. Commissioning Agent	\$120/Hour
Designer	\$100/Hour
CADD Manager	\$95/Hour
CAD Technician	\$80/Hour
Administrative	\$80/Hour

\* Rates apply through 10/31/23 company fiscal year end.

# BOB D. CAMPBELL AND COMPANY Structural Engineers

# HOURLY RATES EFFECTIVE JANUARY 1, 2023

Principal	\$235.00
Registered Engineer	\$200.00
Staff Engineer II	\$170.00
Staff Engineer I	\$155.00
Technician	\$140.00
CADD Drafter II	\$130.00
CADD Drafter I	\$105.00
Clerical	\$63.00

## Exhibit C

#### Form of Task Order For Architectural / Engineering Services

This Task Order is entered into as of the \_\_\_\_\_\_day of \_\_\_\_\_, 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 engineering services pursuant to the Agreement for Engineering Services dated <u>October 3, 2023</u> 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 Engineering Services dated October 3, 2023, that are not inconsistent with the specific terms contained herein, and the Agreement for 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 <u>October 3, 2023</u>, between the parties.

#### 5. Project Schedule.

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

## **SFS ARCHITECTURE, INC:**

### **CITY OF RIVERSIDE, MISSOURI:**

By:	Ву:
Name:	Name: Kathleen L. Rose
Title:	Title: Mayor
Dated:	Dated:

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

Name: Brian Koral

Title: City Administrator

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

**RESOLUTION NO. R-2023-142** 

#### A RESOLUTION APPROVING A PARK DEVELOPMENT AND NAMING RIGHTS AGREEMENT WITH VARIETY OF GREATER KANSAS CITY - TENT 8.

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

**THAT** the Park Development and Naming Rights Agreement between the City and Variety of Greater Kansas City - Tent 8, attached hereto in its substantial form, is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City; and

**FURTHER THAT** the Mayor, the City Administrator, the Capital Projects and Parks Manager, 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.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

#### PARK DEVELOPMENT AND NAMING RIGHTS AGREEMENT

This Agreement (the "Agreement") is between Variety of Greater Kansas City - Tent 8, a Missouri Nonprofit Corporation ("Variety KC") and the City of Riverside, Missouri ("City").

#### RECITALS

WHEREAS, the City has plans to construct an inclusive park, located around the KC Current training complex (hereinafter the Park), located just off I-635 and Horizons Parkway (the "Park"); and

WHEREAS, the parties desire to enter into an agreement pursuant to which the City will grant Variety KC the naming rights with respect to the Park in return for certain benefits set forth below.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained, the parties hereby agree as follows:

#### 1. Park Design

- A. Variety KC will be responsible, at its cost, for the design of the Park. By a mutually agreed upon date, Variety KC will transmit to the City's Capital Projects and Parks Manager a complete set of proposed Park design plans. City staff will provide its plan review comments to Variety KC. Upon resolution of City staff plan review comments, the proposed Park design plans will be presented to the City's Parks and Recreation Board for recommendation to the City's Board of Aldermen. The City's Board of Aldermen shall have final approval authority regarding the Park design plan, regardless of its initial proposed design.
- B. City approval of the Park design plans as provided herein shall vest in the City title to all Park designs, drawings, and specifications, produced by Variety KC to City. Variety KC agrees to limit its use of such designs, drawings, and specifications only in connection with this Agreement, and shall not disclose the same to any other persons, firms, corporations, or other government entity without obtaining the prior written consent of the City.

#### 2. Park Construction

A. After the City's Board of Aldermen has approved the Park design plans, the City will be responsible for letting and administering all contracts related to construction of the Park improvements. The City's Board of Aldermen agrees to consider a resolution waiving its purchasing policy requirements in order to purchase Park equipment from Variety KC and contract with it for installation and construction.

#### 3. Park Funding

- A. The parties anticipate a total Park project budget of approximately \$2,000,000.00. Any previously approved Park design plans may be modified to fit within the total project budget.
- B. Variety KC agrees to contribute up to \$500,000.00 to be used towards Park construction and installation costs ("Costs").
- C. The City agrees to contribute up to \$1,500,000.00 towards the Costs. In no event shall the City be obligated to contribute more than this amount.
- D. Following the Board of Aldermen's approval of the Park design plans and assuming the Board of Aldermen adopts a resolution as contemplated in Section 2.A, the parties will enter into a separate agreement providing for the terms upon which Variety KC shall function as the contractor for the Park project and in light of its financial participation, as well as but not limited to, customary terms associated with a public improvement project such as contract amount, timing of payments, insurance requirements, performance and payment bonds, prevailing wage, safety, etc.

#### 4. Naming Rights

- A. In exchange for and contingent on Variety KCs financial participation as referenced in Section 3, the City agrees to grant Park naming rights to Variety KC. Specifically, Variety KC and the City shall mutually agree upon the name of the Park (the "Name"). The Park will continue to be so named for the Term of this Agreement unless the parties agree otherwise. The City will make commercially reasonable efforts to ensure that the Park is referred to by its Name and shall cooperate with Variety KCs efforts to do the same.
- B. Signage containing the Name shall be placed and displayed as mutually agreed upon by Variety KC and the City. Any other Park funding source signage will not be recognized with more visibility than the Name signage, and instead will comprise a plaque, brick, or other similar type of less-visible marker.
- C. Any damage to the signage caused by any party other than Variety KC will be promptly repaired by the City at its own expense.
- D. The parties will coordinate publicity efforts as it relates to the Park. Publicity efforts shall include, but are not limited to, media, newsletter, e-news, social

media, speeches and pictures.

E. If Variety KC or any of its officers, directors, or board members commits any act which, in the reasonable and good faith opinion of the City, would disparage or impair the reputation and integrity of the City (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violations, sexual allegations involving any minor, or any other act of moral turpitude)(collectively, "Negative Activity"), the City shall have the right to terminate this Agreement by providing thirty (30) days prior written notice to Variety KCoutlining such Negative Activity and exercising the City's right to terminate the Agreement ("City Cure Notice"). In the event Variety KC fails to take any and all actions reasonably necessary to address, mitigate or disassociate from any such Negative Activity to the reasonable satisfaction of the City within thirty (30) days of receipt of the City Cure Notice or in the event no such action could reasonably be undertaken that would avoid disparaging or impairing the reputation and integrity of the City, the Agreement shall automatically terminate upon expiration of the City Cure Notice. If the Agreement terminates under this Section, then no termination fee pursuant to Section 6.B shall be due from the City.

# 5. Ownership of Marks

- A. Variety KC represents and warrants to the City that (a) Variety KC owns all right, title and interest in and to its trademarks, service marks, and trade names and all logos or commercial or advertising symbols used in connection with or associated with the Name (the "Marks") free and clear of any liens, claims or encumbrances, (b) Variety KC has the right and authority to license to the City the rights to use the Marks as expressly authorized in this Agreement, and (c) no Mark infringes the copyright, trademark or other rights of any third party.
- B. Variety KC shall indemnify, defend, and hold the City and its officers, employee's and agents harmless from and against all claims, liabilities, damages, demands, costs, fees, fines, penalties, other expenses, suits, proceedings, actions and causes of action of any and every kind and nature (including reasonable attorneys' fees) incurred or to be incurred by the indemnified party (collectively, "Claims") arising out of, in connection with or as a result of (a) a breach by Variety KC of its representations, warranties, or covenants under this Agreement or (b) the use by the City of the Variety KC Marks as authorized herein. The provisions set forth in this Section shall survive the expiration or termination of this Agreement.

#### 6. Term and Termination

A. The term ("Term") of this Agreement with respect to the naming rights and signage installation rights granted herein shall be twenty-five (25) years, commencing on the first day that the Park is open to the public following

completion of construction of the Park improvements as determined by the City, unless otherwise terminated in accordance with the terms and provisions contained herein.

B. The City may without reason or without cause terminate this Agreement at any time. The City shall notify Variety KC at least one (1) year prior to the termination date if it decides to terminate the Agreement pursuant to this Section. In the event termination for convenience is effected by the City, the City shall pay to Variety KC a termination fee which shall be due and payable within three (3) business days after the termination date. The termination fee shall be equal to \$20,000 for each year that remains in the Term.

## 7. Default

- A. A default shall be deemed to have occurred hereunder if:
  - i. Variety KC fails to make a payment required under this Agreement.
  - ii. The filing by or against Variety KC of any petitions in bankruptcy.
  - iii. The occurrence of any act or omission on the part of Variety KC that deprives it of the rights, powers, licenses, permits, and authorizations necessary for the lawful and proper conduct and operation of its business.
  - iv. Either party fails to perform or observe any material term, covenant, condition or provision of this Agreement; and such breach continues for a period of thirty (30) days after written notice to the defaulting party; or if such breach cannot be cured reasonably within such thirty (30) day period and the defaulting party fails to commence to cure such breach within thirty (30) days after written notice or fails to proceed diligently to cure such breach within a reasonable time period thereafter.
- B. In the event of a default by either party, the other party shall have the right to take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein and to enforce the performance and observance of any obligation, agreement or covenant of the allegedly defaulting party. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default of the other party.

#### 8. Additional Provisions.

A. No amendment of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.

- B. All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability to perform and have access to the Park as provided for herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.
- C. The rights and obligations created by this Agreement are unique to Variety KC and shall not be transferred or assigned by Variety KC except with written consent of the City.
- D. All notices required to be given under this Agreement shall be given by certified or registered mail or Overnight Courier, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section and shall be deemed given when deposited in the Mail, postage prepaid:

If to the City:	If to Variety KC:
City of Riverside, Missouri	Variety of Greater Kansas City - Tent 8
Attn: City Administrator	Attn: Marc Harrell, Executive Director
2950 NW Vivion Road	4050 Pennsylvania Ave, Ste 115-77
Riverside, Missouri 64150	Kansas City, MO 64111

- E. Any failure of either party to comply with any provision of this Agreement may only be waived expressly in writing by the other party. The waiver by either party of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement.
- F. Nothing in this Agreement shall constitute or be construed to constitute a lease of the City's real property.
- G. No provision of this Agreement will be interpreted against any party solely because the party or its legal representation drafted the provision.
- H. Unless specifically designated herein, the parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes. Nothing contained in this Agreement shall be determined to create a partnership, joint venture, principal- agent, employer-employee or similar relationship between the City and Variety KC with respect to Variety KC's activities conducted at the Park pursuant to the terms of this Agreement.

- I. This Agreement and all matters or issues collateral hereto shall be governed and construed in accordance with the laws of the State of Missouri without respect to conflicts of law principles. Any actions concerning interpretation or enforcement of this Agreement shall be brought in Platte County, Missouri.
- J. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, as follows: (a) acts of God; (b) flood, fire, or earthquake; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; and (e) actions, embargoes or blockades in effect on or after the date of this Agreement. The party suffering a Force Majeure event shall give notice within 10 days of the Force Majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized,
- K. This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained in this Agreement, and it may not be amended except by a writing signed by all parties. There are no oral or written representations, agreements, understandings or circumstances which modify any of the provisions hereof.
- L. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all counterparts together shall constitute but one and the same instrument.
- M. The persons signing this Agreement on behalf of Variety KC and the City, respectively, are authorized to do so.

[Remainder of page intentionally left blank]

# Variety of Greater Kansas City - Tent 8:

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

Name: Marc Harrell

Title: Executive Director

Dated:

#### City of Riverside, Missouri:

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

Name: Kathleen L. Rose

Title: Mayor

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

Attest:

Robin Kincaid

#### **RESOLUTION NO. R-2023-143**

#### A RESOLUTION APPROVING AND ENDORSING APPLICATION TO THE PLATTE COUNTY COMMISSION FOR FUNDING UNDER THE PARKS AND RECREATION PARTNERSHIP GRANT PROGRAM, FUNDED BY THE COUNTY-WIDE DEDICATED PARKS AND RECREATION QUARTER-CENT SALES TAX

**WHEREAS**, the County of Platte and the City of Riverside deem it a high priority to improve quality of life for all citizens through parks and recreation programs, and

**WHEREAS**, the County Commission of the County of Platte seeks to support local parks and recreation efforts, create effective partnerships, and increase the level of cooperation between County government and cities, schools, and non-profit community service organizations within the county, and

**WHEREAS,** the citizens of Platte County on August 4, 2020 approved a renewal of the dedicated quarter-cent sales tax for parks, recreation, and stormwater control for a period of ten (10) years, and

**WHEREAS**, the County Commission of the County of Platte has developed the *Parks and Recreation Partnership Grant Program*, funded by the citizen approved quarter -cent county-wide sales tax, and

**WHEREAS**, the City of Riverside wishes to make application to the County for consideration of the attached and completed Partnership Grant Program Application, and

**WHEREAS**, the Board of Aldermen of the City of Riverside agree to comply with all program guidelines and requirements of said Partnership Grant Program if such application shall be funded by the County Commission,

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

**THAT** the attached application, in substantially the same form, is respectfully submitted for consideration by the County Commission.

**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 3rd day of October 2023.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

# Parks and Recreation Partnership Grant APPLICATION



City of Riverside			
Name of Applicant Agency o	r Organization		
2950 NW Vivion Rd	Riverside	MO	64150
Mailing Address	City	State	Zip
Travis Hoover	City Engineer		816-372-9004
Primary Contact Person	Title		Phone
NAME OF PROJECT: Park	for All Abilities at Rive	rside's Park @ K	C Current
LOCATION OF PROJECT(s	):		
Teal Rising Way, Riversi	de, MO 64150		
Street Address/Intersection			
. Who owns the lands upon wl	nich the project will take pla	ce?:	
The City of Riverside			
TYPE OF PROJECT(s): Ch		_	_
X New Development	Renovation/Improvement	Land Acquisition	on Capital Main
POPULATION SERVED: Ar	nnual expected number of u	sers or visitors: 50	),000
Target demographic/age gro	up:_ <b>Ages 1+</b>		
. SIGNATURE OF RESPONSI hereby certify that the information understand that this application wil ubmission of incorrect data can res rganization I represent is awarded y all terms and conditions."	contained in this application is I be evaluated on the basis of sult in this application being wi	the information subn thdrawn from conside	nitted and that the eration for funding. If th
		Oct	ober 3, 2023
Signature		Date	;
Kathy Rose	Mayo	r, City of Riversi	de
Printed Name		Organizatio	

# Parks and Recreation Partnership Grant Project Description

Using the space provided, describe the essential components of your project. Describe the need for the project, the increased recreational value it will provide, and why County funds are needed.

1. PROJECT IDENTIFICATION: Describe the basic elements of your proposed project. Include a statement identifying the needs to be addressed by your project and how your project will satisfy those needs. Identify the parties responsible for project completion.

Riverside plans to develop a new park on approximately 7 acres adjacent to the KC Current practice facility and youth soccer fields. In partnership with Variety KC, Riverside will develop the park to serve all ages and abilities. The main elements of the park will include a inclusive playground, walking trail, and restroom building.

Riverside has not had the opportunity to develop new parkland in many years. This park will not only serve people visiting the KC Current for youth soccer games, but all Riverside citizens and visitors. The park will provide a safe place for families to spend quality time together before or after a soccer practice or game. All Platte County residents and visitors will be drawn to the destination, inclusive playground.

Design of the park will be a collaborative effort between Variety KC and Riverside. Riverside will be responsible for park construction.

2. MASTER PLAN CORRELATION: How does the project relate to your community's priorities and the County's Parks System Master Plan?

The Riverside Comprehensive Plan highlights the importance of providing safe, public spaces for people of all ages to play, gather, and socialize. The new park will be a place where all can gather. "Creating safe recreation places for our children" is one of the three Guiding Principles of the County Parks Master Plan. One of the goals under this Principle is to "expand outdoor parks and recreational facilities for kids." Interactive playgrounds are listed as a way to meet this goal. The new playground at Riverside's newest Park will be inclusive and interactive, allowing people of all ages and abilities to play together.

3. OPERATION & MAINTENANCE: Identify the responsible agency and source of funding that will support the operation and maintenance of the project once it is complete. (Land acquisition projects shall be dedicated to public use in perpetuity; development projects will be for the life of the proposed facility)

The City of Riverside will be responsible for maintaining the new park with the same level of care as our other parks facilities. The Public Works Department consistently maintains Riverside's park system and trail network to provide a safe recreation environment. Maintenance funds will be from the City infrastructure maintenance fund under the Public Works Department.

 TIMELINE: Describe the time frame in which you plan to implement and complete your project. Identify what activities will occur chronologically and by project phase. November 2023 - Design development for the park January 2024 - develop construction documents for the park April - Aug 2024 - Park construction Sept 2024 - Grand opening of new park

5. PARTNERSHIP INVOLVEMENT: Describe the partnerships established between local government, private citizens, community organizations, and/or the business community to plan and complete the proposed project and the role of each entity. Include amount of matching contributions and donations by partners to the project.

The City of Riverside will partner with Variety KC to design the new park and provide funding. Their expertise will ensure that the entire park, not just the playground, is designed to be inclusive and welcoming. Variety KC has entered and agreement with Riverside to provide design of the park plus \$500,000 towards Park construction and installation.

6. INSURANCE. List the name, address and phone number of your insurance carrier and the amount of your general public liability coverage. (upon request, copies of insurance policy may be required)

Midwest Public Risk (MPR) 19400 E Valley View Pkwy, Independence MO 64055 1-816-292-7500 Coverage Amounts:

\$2 million for claims out of a single accident or occurrence \$360,000 for any one person in a single accident or occurrence

#### Parks & Recreation Partnership Grant

#### Itemized Budget Form

#### **Definitions:**

- 1. **Project Expense Items:** List all items necessary to complete the proposed project including items to be purchased as well as donated. List all materials, labor, equipment and professional services. Do not include or list items not required for the proposed project. Do not include items from sponsors general budget not associated with the proposed project.
- 2. <u>Partnership Grant Money Request:</u> The amount requested from the County for the purpose of reimbursing project costs.
- 3. **Dollar Value of Applicant Match:** Sponsor contributions to the project. (Descriptions for matching items may be included in question #7 above.)

<u>a) Budgeted Money:</u> The amount of cash the <u>sponsor is committing</u> to the project per item.
 <u>b) Donated Money:</u> Donations of money directly related to the project from individuals or entities <u>other than the primary project sponsor.</u>

- **<u>c) Miscellaneous Donations :</u>** Monetary value related to the donation of labor, materials, equipment, or any other donation other than cash. Estimates should be reasonable and consistent with costs the sponsor would be willing to pay if the item were not donated.
- 4. **Total Cost:** The entire cost of the project including grant request, matching funds, and donations.

	Partnership	hip Dollar Value of Applicant Match			
List All Project Expense Items	Grant Money Requested	Budgeted Money	Donated Money	Misc. Donations	Total Cost
1. Mobilization, Survey, Clearing	\$50,000.00	\$103,000.00			\$153,000.00
2. Earthwork / Grading	\$25,000.00	\$50,000.00			\$75,000.00
3. Erosion Control / Seeding / Stormwater	\$10,000.00	\$7,000.00			\$17,000.00
4. 8' Wide Concrete Trail & Pond Overlooks	\$300,000.00	\$281,000.00			\$581,000.00
5. Shade structures	\$135,000.00	\$115,000.00			\$250,000.00
6. Native Trees	\$25,000.00	\$25,000.00			\$50,000.00
7. Canal Bridge Crossings for Trail	\$175,000.00	\$175,000.00			\$350,000.00
8. Inclusive Playground	\$75,000.00	\$75,000.00	\$350,000.00		\$500,000.00
9. Restroom Building	\$190,000.00	\$160,000.00	\$150,000.00		\$500,000.00
10. Parking Area	\$15,000.00	\$20,000.00			\$35,000.00
11. Design & Engineering			\$150,000.00		\$150,000.00
Total	\$1,000,000.00	\$1,011,000.00	\$650,000.00	\$0.00	\$2,661,000.00



