

7010 NORTH HOLMES GLADSTONE, MISSOURI MONDAY, OCTOBER 13, 2025

OPEN STUDY SESSION 7:15 PM

1. Public Official Ethics and Conflicts of Interest Training – City Counselor Jackson Auer will provide this annual training which includes potential areas of exposure that public officials face.

REGULAR MEETING 7:30 PM

TENTATIVE AGENDA

- 1. Meeting Called to Order.
- 2. Roll Call.
- 3. Pledge of Allegiance to the Flag of the United States of America.
- 4. Approval of the Agenda.
- 5. Approval of the September 22, 2025, Closed City Council Meeting Minutes.
- 6. Approval of the September 22, 2025, Regular City Council Meeting Minutes.
- 7. PROCLAMATION: FIRE PREVENTION MONTH
- 8. Communications from the Audience: Members of the public are invited to speak about any topic not listed on the agenda. While speaking, please state your name and address for the record and limit comments to 5 minutes.

- 9. Communications from the City Council.
- 10. Communications from the City Manager.

11. CONSENT AGENDA

CONSIDER SPECIAL EVENT PERMIT: Blacklite & Absinthe Records hosting a Record Fair, Gladstone Community Center, October 24, 2025, 3:00 to 6:00 pm and October 25, 2025, 8:30 am to 3:00 pm.

RESOLUTION R-25-57, A Resolution declaring certain City property surplus and authorizing the sale and/or disposal of such property held by the City to the highest bidder via online auction, sealed bid, and/or otherwise disposed of as approved by the City Manager.

RESOLUTION R-25-58, A Resolution authorizing acceptance of a proposal from StarChase[™], for the purchase of equipment, implementation, and subscription fees for the outfitting of two patrol vehicles with vehicle tracking technology.

RESOLUTION R-25-59, A Resolution authorizing Change Order No. 7 in the amount of \$73,050.00 to the contract with Linaweaver Construction, Incorporated, for the FY25 Water Main Replacements Project WP2587.

REGULAR AGENDA

- 12. RESOLUTION R-25-60, A Resolution authorizing the City Manager to sign an Agreement with Variety of Greater Kansas City Tent 8, and PlayPower LT Farmington, Inc., in substantially the form attached hereto.
- 13. Other Business.
- 14. Adjournment.



DATE:

OCTOBER 8, 2025

TO:

MAYOR & CITY COUNCIL

FROM:

CHRIS WILLIAMS, CITY COUNSELOR

RE:

PUBLIC OFFICIALS LIABILITY TRAINING

Attached is a Public Official Liability Risk Advisory from Midwest Public Risk (MPR). MPR asks that it be provided to the Mayor and City Council annually for review as a part of its risk prevention program. In addition, MPR requires that public official liability training be conducted every other year. During the October 13th Study Session, Jackson Auer will address ethics and conflicts of interest with you to comply with this requirement.

Attachment

cc:

Bob Baer, City Manager



Midwest Public Risk 19400 E Valley View Parkway Independence, MO 64055 (816) 292-7500

Public Officials Liability

The potential exposures for public officials are vast and can come from internal or external sources. Much of this increased exposure has been the result of various court decisions that have greatly expanded the area of civil rights litigation for elected and appointed officials. Sovereign immunity as public entities we once knew no longer exists.

Lawsuits may be filed against individual officials, a public entity, or both. Suits stem from both action and inaction. Injuries or property damage resulting from the careless actions or inaction of public officials, employees or agents often involve claims of negligence under state law and filed in state court. Claims resulting from land use regulation, emergency powers of law enforcement, limitations placed on citizens or business may involve federal statutory or constitutional rights and are normally tried in federal court.

The potential list of areas of exposure for public officials is very long. This advisory but is offered as a guide to key issues that have occurred frequently or have resulted in significant losses. Some of the areas of exposure facing public officials include:

- ▶ Discrimination in the selection, promotion, discipline, or dismissal of employees.
- Improper training or supervision of employees.
- ▶Land use claims.
- ▶ Administration of federal grants.
- ▶ Granting or denying franchises, permits, or licenses.
- ► Assessment of taxes.
- ▶ Unequal provision of public services, or the failure to provide a service.
- ▶ Failure to protect public trust, including failure to attend meetings, or to examine documents.
- ▶ Use of inside information for personal benefit.
- ▶ Keeping silent about improper conduct of fellow officials.
- ▶ Making unauthorized payments.
- ▶ Failure to take advantage of legitimate financial opportunities presented to the public entity.
- ▶ Denial of due process.

- Improper treatment of suspects or criminals.
- ► Harassment of either a business or employees.
- ▶ Conduct of inspections or the failure to inspect properly.
- ▶ Operation of health care facilities.
- ▶ Bidding and purchasing practices.
- Disclosure of personnel records.

With all the issues of exposure previously listed, it may seem quite a challenge to avoid liability. Some general but effective rules to follow that will help avoid potential problems include:

Never hesitate to consult with your legal counsel.

- ▶ Honest, consistent performance, and common sense are often the most important practices to avoid legal problems. Remember that documentation, both as a governing body and as an individual, is very important.
- ▶ Ensure that your entity complies with the Sunshine Law.
- ▶ Always apply the following "five C's" for ordinances and policies: Current, Clear, Comprehensive, Constitutional, and Consistent.
- ▶ Avoid any conflict of interest. Do not introduce issues that would be considered a conflict. If they must be discussed, refrain from voicing an opinion and abstain from voting on an issue of this nature.
- ▶ During any quasi-judicial proceeding (such as land use deals), avoid engaging in ex parte communications with others about the proceeding. If any such communication takes place, the substance of the communication must be placed on the record. Also, a public announcement of the communication and the affected parties' right to rebut the substance of the communication must be made at each hearing where action is taken or considered on the subject.
- Assess past and potential public liability exposures. Ensure that critical areas are addressed by an ordinance and/or policy. These may include employment policies, license and permit procedures, zoning regulations, etc.
- ▶ Make every effort to ensure that all ordinances, practices and regulations are uniformly enforced and are in line with applicable state and federal constitutional or statutory provisions.
- ▶ When making zoning decisions, be sure that the regulation of property is consistently done with the intent of advancing legitimate goals.

- ▶ For zoning cases in which a property rezoning request originates from someone other than the property owner, ensure that the applicable property owner is given specific written notice of the hearing well in advance.
- ▶ Do not deny a zoning change solely to lessen competition for an existing local business.
- ▶ In controversial zoning cases, it may be wise to seek the assistance of an inhouse or external consulting planner.
- ▶ Any time a zoning variance is granted, be sure the full agreement is in writing.
- ▶ Be sure the key terms in a procedure or a law are defined and that the definition is adequate and not vague.
- ▶ The amount and quality of training for your employees, especially in certain key areas, is a critical factor. This is a common area attacked by prosecuting attorneys in many types of litigation.
- ▶When speaking publicly, do not make assumptions, do not speculate, and make no empty promises.
- ▶ Try to ensure that any ordinance, policy, or practice does not deprive a person of a "liberty" or "property" interest. If this is a possibility, make sure that any affected individual or group is given due process.
- ▶ When appropriate, ensure that anyone that may be affected by the outcome of an ordinance, policy, or action is given adequate notice and that such persons have been given the opportunity to be heard before implementation.
- ▶ Any time a potentially negative action or decision affects an individual or organization, a written statement containing reasons for the decision should be made available to the affected parties. This applies to both internal and external issues.
- ▶ Keep good meeting minutes of board, commissions, etc. Certain meetings may warrant the use of a stenographer.
- ▶ Ensure that ordinances and regulations are validly passed by the appropriate authorities.
- ▶ If your entity has rules of residency requirements for employees, be sure the requirements are easily understood.
- ▶ Be sure that all testing procedures for employment are conducted in a fair and non-discriminatory manner.
- ► Make sure that your employment policies clearly define what constitutes misconduct. A fair and consistent progressive discipline system should be in place.

- ▶ Be very cautious if a request for a reference for a former employee is made. Check to see if your entity has a policy on this matter. If not, one should be developed.
- ▶ Review your promotional system to ensure that it is administered in a fair and impartial manner.
- ▶ Be sure any license or permit applicant has access to necessary information pertaining to all items required as part of the application process. Requirements and fees should be reasonable and consistently applied.



MINUTES REGULAR CITY COUNCIL MEETING GLADSTONE, MISSOURI MONDAY, SEPTEMBER 22, 2025

PRESENT: Mayor Les Smith

Mayor Pro Tem Jean Moore Councilmember Tina Spallo Councilman Spencer Davis Councilman Cameron Nave

City Manager Bob Baer

Assistant City Manager Austin Greer

City Attorney Chris Williams

City Clerk Kris Keller

Item No. 1. On the Agenda. Meeting Called to Order.

Mayor Smith opened the Regular City Council Meeting Monday, September 22, 2025 at 7:31 pm.

Item No. 2. On the Agenda. Roll Call.

Mayor Smith stated that all Councilmembers were present and there was a quorum.

Item No. 3. On the Agenda. Pledge of Allegiance to the Flag of the United States of America.

Mayor Smith requested that all attendees stand and join in the Pledge of Allegiance to the Flag of the United States of America and expressed appreciation to VFW Color Guard members: Carla Gleaton and Jim Zimmerman for their participation.

Item No. 4. On the Agenda. Approval of the Agenda.

The agenda was approved as published.

<u>Item No. 5. On the Agenda.</u> Approval of the September 8, 2025, Regular City Council Meeting Minutes.

Mayor Pro Tem Moore moved to approve the minutes of the September 8, 2025, Regular City Council meeting as presented. Councilman Davis seconded. The Vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0)

Item No. 6. On the Agenda. PROCLAMATION: Missouri Good Neighbor Week.

Mayor Smith read and presented the Proclamation to representatives of the Neighborhood Commission: Kathleen Deppeler-Stearns, Daniel Green, and Chris Spurgeon.

Item No. 7. On the Agenda. Communications from the Audience.

Dan Green, 3704 Northeast 63rd Street, addressed the Council and expressed his gratitude to the City, specifically acknowledging the efforts of Bob Baer, Austin Greer, Alan Napoli, the Police and Fire Department, and Tim Nebergall. He shared that whenever issues have arisen in his neighborhood, these individuals have responded promptly and professionally. He conveyed the neighborhood's appreciation for their dedication and support.

Jim Oldebeken, 400 NE 76th Terrace, addressed the Council and made a brief comment regarding the 250th commemoration, emphasizing that the initiative is about engaging the minds and hearts of citizens rather than just hosting events. He highlighted the "Clay County 250" nonprofit, chaired and lead by Scott Wagner, the Clay County Commissioner. He shared that a key component is the recently launched Clay County 250 Citizen Challenge, encouraging residents to complete a list of civic activities. Participants who accumulate enough points will receive a commemorative medallion, also known as a challenge coin, as a meaningful token of their involvement. He also thanked the Mayor for attending the Constitution Day event and speaking at Antioch Middle School.

Zacary Recer, North Madison Avenue, a student from Antioch Middle School addressed the Council and thanked the Mayor for speaking at his school for Constitution Day and sharing information about the Citizen Challenge.

Mayor Smith thanked Zachary Recer for attending and speaking at the Council meeting.

Item No. 8. On the Agenda. Communications from City Council.

Councilman Nave shared that he attended his first Board Zoning Adjustment meeting last week and expressed appreciation for the intelligence and thoughtfulness of the community's volunteers. He noted that the board is composed of individuals who ask meaningful questions and prioritize the well-being of citizens. He mentioned that following the meeting, Alan Napoli will be working on code updates. He also welcomed a new aquatics director, who brings significant experience to the role and stated they are enthusiastic about her joining. He added there have been ongoing questions regarding the Dog Park project. He shared that it is expected to be completed in October, though the exact date remains to be determined as they are waiting for the newly planted grass to grow.

Mayor Smith expressed his appreciation for the opportunity to speak at Antioch Middle School in recognition of Constitution Day. He emphasized the importance of civic engagement and provided an overview of the Citizen Challenge, including the various actions residents can take to earn a commemorative coin. He noted that, currently, our county appears to be the only one hosting such an initiative. He concluded by thanking Mr. Oldebeken for his contributions and commending him as a dedicated and truly great American.

Item No. 9. On the Agenda. Communications from the City Manager.

City Manager Baer announced that the Boards and Commissions list is being complied and if citizens are interested in serving on any of those, applications are being accepted through October 16th. More information can be found on the City's website.

He also reminded everyone that Gladfest is approaching October 3rd through October 5th. The parade is returning and several residents are diligently working with City Staff regularly. He encouraged everyone to come out and enjoy the parade on October 4th.

Item No. 10. On the Agenda. CONSENT AGENDA.

Following the Clerks' reading:

Mayor Smith asked if anyone wished to remove an item from the Consent Agenda and place it on the Regular Agenda; there were no requests.

Councilmember Spallo moved to approve RESOLUTION R-25-55, A Resolution authorizing acceptance of a proposal from Premier Picks, LLC, doing business as Performance Fitness Equipment, for the acquisition of ten (10) ellipticals in the total amount of \$53,975.00. Mayor Pro Tem Moore seconded. The Vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0)

Councilmember Spallo moved to approve the MONTHLY FINANCIAL UPDATE AUGUST YTD 2025. Mayor Pro Tem Moore seconded. The Vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0)

REGULAR AGENDA.

<u>Item No. 11. On the Agenda.</u> PUBLIC HEARING: Fixing the annual rate of levy for the 2025 Real Estate and Personal Property taxes within the corporate limits of the City of Gladstone, Missouri.

Mayor Smith explained and opened the Public Hearing at 7:48 pm

Finance Director Matt Dayton presented information for the 2025 tax year (please see attached documents).

Councilmember Spallo raised a question about the decrease in personal property tax revenue for the year. Finance Director Dayton agreed that the decline may be due to fewer vehicle purchases, higher vehicle costs, longer vehicle retention by owners, and elevated interest rates affecting borrowing.

There was no one in favor of or opposed to fixing the annual rate of levy for the 2025 Real Estate and Personal Property taxes within the corporate limits of the City of Gladstone, Missouri.

Mayor Smith closed the Public Hearing at 8:00 pm

<u>Item No. 12. On the Agenda.</u> FIRST READING BILL NO. 25-27, An Ordinance enacted pursuant to Missouri Revised Statutes Section 67.110 fixing the annual rate of Levy for the 2025 Real Estate and Personal Property taxes within the corporate limits of the City of Gladstone, Missouri.

Mayor Pro Tem Moore moved BILL NO. 25-27 be placed on its First Reading. Councilmember Spallo seconded. The Vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0) The Clerk read the Bill.

Mayor Pro Tem Moore moved to accept the First Reading of BILL NO. 25-27, waive the rule and place the Bill on its Second and Final Reading. Councilmember Spallo seconded. The Vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0) The Clerk read the Bill.

Mayor Pro Tem Moore moved to accept the Second and Final Reading of BILL NO. 25-27 and enact the Bill as Ordinance 4.711. Councilmember Spallo seconded.

Roll Call vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0)

Item No. 13. On the Agenda. FIRST READING BILL NO. 25-28, An Ordinance establishing certain fees and charges for year-round brush and yard waste disposal provided by the City of Gladstone, Missouri, and amending all prior Ordinances inconsistent therewith particularly Ordinance Numbers 2.082, 2.615, 2.858, 3.082, 3.555, 3.755, and 4.029.

Councilman Davis moved BILL NO. 25-28 be placed on its First Reading. Councilman Nave seconded. The Vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0) The Clerk read the Bill.

Councilman Davis moved to accept the First Reading of BILL NO. 25-28, waive the rule and place the Bill on its Second and Final Reading. Councilman Nave seconded. The Vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0) The Clerk read the Bill.

Councilman Davis moved to accept the Second and Final Reading of BILL NO. 25-28 and enact the Bill as Ordinance 4.712. Councilman Nave seconded.

Mayor Smith clarified that the fee increase applies strictly to commercial customers. Residential customers will not have an increase.

Roll Call vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0)

<u>Item No. 14. On the Agenda.</u> FIRST READING BILL NO. 25-29, An Ordinance amending Title I, Government, of the Code of Ordinances of the City of Gladstone, Missouri to amend Chapter 115 Meetings and Records.

Councilman Nave moved BILL NO. 25-29 be placed on its First Reading. Councilman Davis seconded. The Vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0) The Clerk read the Bill.

Councilman Nave moved to accept the First Reading of **BILL NO. 25-29**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Davis** seconded. The Vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0) The Clerk read the Bill.

Councilman Nave moved to accept the Second and Final Reading of BILL NO. 25-29 and enact the Bill as Ordinance 4.713. Councilman Davis seconded.

Mayor Smith added that this Ordinance is consistent with the laws of the State of Missorui.

Roll Call vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0)

<u>Item No. 15. On the Agenda.</u> RESOLUTION R-25-56, A Resolution authorizing the City Manager to sign a superseding addendum to the Park Development and Naming Rights Agreement with Variety of Greater Kansas City – Tent 8.

Regular City Council Meeting Minutes September 22, 2025 Page 5 of 5

Mayor Pro Tem Moore moved to approve RESOLUTION R-25-56, A Resolution authorizing the City Manager to sign a superseding addendum to the Park Development and Naming Rights Agreement with Variety of Greater Kansas City – Tent 8. Councilmember Spallo seconded.

Mayor Smith requested an explanation from the City Manager about the Resolution.

City Manager Baer explained that the Resolution is on the Agenda because it was determined to be in the City's best interest to serve as the contractor and partner with Variety Kansas City to collaborate with PlayPower. The original agreement needs to be amended to change the City as the contractor, to reflect this new partnership, for the all-inclusive park that will be located at Flora Park.

The Vote: aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Moore, and Mayor Smith. (5-0)

Item No. 16. On the Agenda. Other Business.

There was no other business.

Item No. 17. On the Agenda. Adjournment.

Mayor Smith adjourned the September 22, 2025, Regular City Council meeting at 8:02 pm.

Respectfully submitted:	
Kris Keller, City Clerk	
	Approved as presented:
	Approved as modified:
	Mayor Les Smith

PROCLAMATION

WHEREAS, the City of Gladstone is committed to ensuring safety and security of all those living and visiting in Gladstone; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, National Fire Prevention Week was observed from October 5–11, 2025, marking a time when communities across the nation joined together to raise awareness about fire safety and prevention; and

WHEREAS, most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, Gladstone residents should follow three key calls to action: Buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, the City of Gladstone first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach.

NOW, THEREFORE, I, Les Smith, Mayor of the City of Gladstone, Missouri, on behalf of the members of the Gladstone City Council and all Gladstone residents, do hereby proclaim the month of October in the City of Gladstone as:

FIRE PREVENTION MONTH

Signed this 13th day of October 2025



Request for Council Action

RES □ # City Clerk Only	BILL □ # City Clerk Only	ORD □ # City Clerk Only	
Date: 9/19/2025		Department: Community Development	t
Meeting Date Requested: 10/13/202	5		
Public Hearing: Yes □ Date: Click	here to enter a date.		
Subject: Special Event Permit		•	
	vent, the owner is requesting p	e hosting a two-day record fair inside the permission to place temporary signs outside	
Location: Community Center Date: Friday, October 24, 2025 and Time: Friday- 3:00 pm to 6:00 pm Saturday- 8:30 am to 3:00 pm	•		
Budget Discussion: N/A.			
Public/Board/Staff Input: See attache	ed letter of transmittal.		
Provide Original Contracts, Leases, A	Agreements, etc. to: City Clerk	k and Vendor.	
Alan Napoli Department Director/Administrator	JA City Attorney	BB City Manager	

LETTER OF TRANSMITTAL



CITY OF GLADSTONE Community Development Department P.O. Box 10719 Gladstone, Missouri 64188-0719 Tel. (816) 436-2200 Fax (816) 436-2228



To: CITY COUNCIL

FROM: COMMUNITY DEVELOPMENT

DATE: SEPTEMBER 19, 2025

PERMIT No.: SEP25-00091

RE: Type 4 Outdoor Special Event

Name of Event: Autumn Gladstone Record Fair

LOCATION OF EVENT: 6901 N HOLMES STREET

COMMUNITY CENTER

DATE OF EVENT: FRIDAY, OCTOBER 24, 2025

SATURDAY, OCTOBER 25, 2025

TIME OF EVENT: FRIDAY - 3:00 PM TO 6:00 PM

SATURDAY - 8:30 AM TO 3:00 PM

EST. ATTENDANCE: 300±

REQUESTED TI	MPORARY	V	ARI	ANCE
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ATTACHMENT(S):

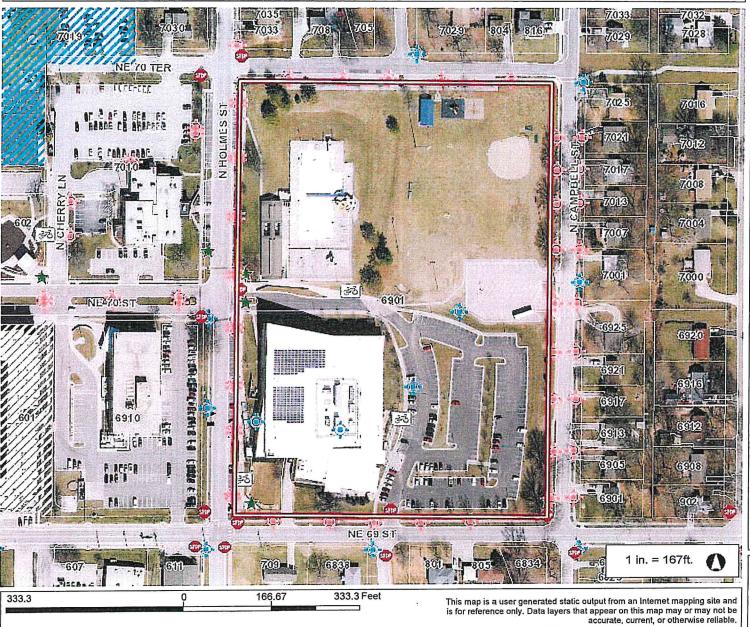
[] Other

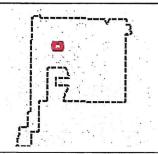
[X] Map

REQUESTED TEMPORARY VARIANCE:
Section 2.100.250(1) Outdoor display, sale and storage.
[] Section 2.100.250(3) Sales transactions.
[] Section 2.120.050 Noise prohibited.
[] Section 2.130.010(2) Park rules and regulations (hours).
[] Section 2.130.010(13) Park rules and regulations (alcoholic beverages).
[] Section 2.135.040 Prohibition of smoking on or within all public park grounds.
[] Section 2.140.040 Public fireworks display prohibited, exceptions.
[] Section 3.100.060 Burning prohibited general; exceptions.
[] Section 5.110.1800 Drinking in public.
[] Section 5.160.230(a) Street use permit (street use permit allowed).
[X] Section 9.1600.110 Temporary signs.
REMARKS: City staff has reviewed the application and finds that the variance(s) requested
are appropriate-for this venue.
Signed:
Alan D. Napoli, C.B.O.
Community Development Administrator Building Official



Gladstone, MO





Legend

- Stop Sign
- KCPL Lights
- Gladstone Lights
- School Point
- 30 Bike Parking
- **Bus Stop**
- ★ Point of Interest
- tt Church
- Apartment Point Street Centerline
 - **Edge Of Pavement** Driveway
- City Limits
 - Parcel
 - House Number
- School Polygon
- Villages
- Apartment Polygon

Notes

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Request for Council Action

RES ⊠ # R-25-57	BILL □ # City Clerk Only	ORD □ # City Clerk Only		
Date: 10/6/2025		Department: Parks & Recreation		
Meeting Date Requested: 10/13/2025				
Public Hearing: Yes □ Date: Click l	nere to enter a date.			
<u>Subject:</u> A Resolution authorizing the bidder, via online auction, sealed bid,				
<u>Background</u> : A recent inventory of surplus equipment and property held by the City led to a comprehensive list from the Parks Recreation & Cultural Arts, Police, and Fire Departments. In order to sell the equipment, a Declaration of Surplus is required by the City Council. The proposed Resolution will declare the property as surplus and authorize the City Manager to sell and/or dispose of it. (See attached Exhibit A with full list of items)				
Budget Discussion: N/A				
Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.				
Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.				
Jordan Brown Department Director/Administrator	JA City Attorney	BB City Manager		

EXHIBIT A

Park Recreation & Cultural Arts Department

F11051405591-03 Octane Elliptical, Model PRO 3700 (labeled OE1)

F12076602929-03 Octane Elliptical, Model PRO 3700 (labeled OE4)

F12076602928-03 Octane Elliptical, Model PRO 3700 (labeled OE5)

F11051405592-03 Octane Elliptical, Model PRO 3700 (labeled OE3)

F11051405582-03 Octane Elliptical, Model PRO 3700 (labeled OE2)

F1306AD05405-02 Octane Seated Elliptical XRide, Model xR6000 (labeled OSE3)

F1106AD02668-02 Octane Seated Elliptical XRide, Model xR6000 (labeled OSE1)

F1106AD02670-02 Octane Seated Elliptical XRide, Model xR6000 (labeled OSE2)

F1410HB00124-01 Octane Seated Elliptical XRide, Model xR6000 (labeled OSE4)

F1410HB00119-01 Octane Seated Elliptical XRide, Model xR6000 (labeled OSE5)

0371905 -SportsArt Fitness Cycle, Model: C575U (LED) SAUB1 0371906 -SportsArt Fitness Cycle, Model: C575U (LED) SAUB2

Christmas Tree – Asset outdates records management policy

Jacobsen Textron HR-111 Wing Mower-69116-6309

Kubota L3400 Tractor-68610

Police Department

1589 2021 Ford Explorer 1FM5K8AB6MGC40712

1588 2021 Ford Explorer 1FM5K8AB8MGC40775

1427 2009 Ford Escape 1FMCU49399KA99906

1540 2017 Dodge Charger 2C3CDXKT1HH526506

1488 2014 Dodge Charger 2C3CDXAG9EH236546

Fire Department

6082 MX-PRO R3 Stryker Manual Cot- 120541389

6082 MX-PRO R3 Stryker Manual Cot- 151040399

6085 PRO XT Stryker Manual Cot- 110142794

6082 MX-PRO Stryker Manual Cot- 060340564

Model 12 Lifepack- 11336053

Model 12 Lifepack- 31405902

Model 12 Lifepack- 32907828

RESOLUTION NO. R-25-57

A RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE SALE AND/OR DISPOSAL OF SUCH PROPERTY HELD BY THE CITY TO THE HIGHEST BIDDER VIA ONLINE AUCTION, SEALED BID, AND/OR OTHERWISE DISPOSED OF AS APPROVED BY THE CITY MANAGER.

WHEREAS, the items set forth in the attachment, Exhibit "A" are no longer necessary for any municipal public purpose of the City; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Gladstone that the said items be sold to the highest bidder via online auction, sealed bid and/or otherwise disposed of appropriately as approved by the City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the items set forth in Exhibit "A" are hereby declared surplus property of the City of Gladstone; and

FURTHER, THAT, the City Manager of the City of Gladstone is hereby authorized to sell the items set forth in Exhibit "A" to the highest bidder via online auction, sealed bid, or otherwise disposed of as appropriate upon approval of the City Manager.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF OCTOBER 2025.

	Mayor Les Smith
ATTEST:	
Kris Keller, City Clerk	



Request for Council Action

RES ⊠ # R-25-58	BILL □ # City Clerk Only	ORD □ # City Clerk Only
Date: 10/6/2025		Department: Police
Meeting Date Requested: 10/13/2025		
Public Hearing: Yes □ Date: Click h	ere to enter a date.	
<u>Subject:</u> Authorizing the City Manage tracking equipment, subscription costs awarded to the Gladstone Police Depart	, installation, and training utilizing	
Background: Following action by the Ca "Blue Shield" city and awarded the council at the April 28, 2025, Open Strof the StarChase TM technology, and as The quote from this sole-source techno sustainment costs.	Gladstone Police Department a \$5 ady Session, part of this funding was sociated costs, to outfit two patrol	50,000.00 grant. As proposed to the would go toward the implementation vehicles and train officers in its use.
Budget Discussion: N/A		
Public/Board/Staff Input: Staff recomm	nends approval of the proposed Re	esolution.
Provide Original Contracts, Leases, Ag	greements, etc. to: City Clerk and	Vendor.
Fred Farris Police Chief	CW City Attorney	BB City Manager

RESOLUTION NO. R-25-58

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM STARCHASETM, FOR THE PURCHASE \mathbf{OF} EQUIPMENT, IMPLEMENTATION, AND **SUBSCRIPTION** FEES **FOR** THE **OUTFITTING OF** TWO PATROL **VEHICLES** WITH VEHICLE TRACKING TECHNOLOGY.

WHEREAS, the State of Missouri awarded the Gladstone Police Department \$50,000.00 as part of the Blue Shield program, and

WHEREAS, \$33,400.00 was requested for use in purchasing and implementing the StarChase TM system for two patrol vehicles, and

WHEREAS, those funds were approved by the State of Missouri for that approved sole source equipment,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to accept the proposal through StarChase TM in the amount of \$33,400.00 for the purchase and implementation of this technology.

FURTHER, **THAT**, funds for such purpose are authorized from the Missouri Blue Shield Program funds designated for this project.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF OCTOBER 2025.

	Mayor Les Smith	
ATTEST:		
Kris Keller, City Clerk		



Request for Council Action

RES 🗵 # R-25-59

BILL □# City Clerk Only

ORD # City Clerk Only

Date: 10/6/2025

Department: Public Works

Meeting Date Requested: 10/13/2025

Public Hearing: Yes □ Date: Click here to enter a date.

Subject: Change Order No. 7, FY25 Water Main Replacements, Project WP2587

Background: The contract for Project WP2587 was awarded to Linaweaver Construction, Inc. as authorized by Resolution R-24-71. Change Orders 1 through 4 added two (2) emergency water main break repairs, ratified the emergency repair of ten (10) additional water main breaks including the one on NE 72nd Street just west of N. Oak Trafficway and added an additional 1,000 square feet of sidewalk replacement to the project. Change Order 5 added the installation of a new gate valve to isolate Well No. 2 and the replacement of an existing check valve that is leaking at the wellfield. Change Order 6 added the emergency repair and stabilization of a 12" sanitary sewer located near 5101 Old Pike Road on property owned by the Old Pike Country Club. Change Order 7 adds the replacement of approximately 295 linear feet of 6" water main at Meadowbrook Shopping Center directly in front of Dollar General. The existing water main has a long history of water main breaks and is currently leaking.

Budget Discussion: A financial breakdown of the contract is as follows:

Revised Contract Amount:	\$ 982,675.15
Change Order 7	73,050.00
Total approved to date:	909,625.15
Change Orders 1 thru 6	 264,445.15
Original Contract Amount:	\$ 645,180.00

Funds are available from the Combined Waterworks and Sewerage System Fund.

Public/Board/Staff Input: City staff recommends approval of this Change Order.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Timothy A. Nebergall

JA

BB

Department Director/Administrator

City Attorney

City Manager

RESOLUTION NO. R-25-59

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 7 IN THE AMOUNT OF \$73,050.00 TO THE CONTRACT WITH LINAWEAVER CONSTRUCTION, INCORPORATED FOR THE FY25 WATER MAIN REPLACEMENTS PROJECT WP2587.

WHEREAS, additional work under the FY25 Water Main Replacements Project has been determined necessary and is recommended by the Director of Public Works.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute Change Order No. 7 to the FY25 Water Main Replacements Project WP2587 with Linaweaver Construction, Incorporated, as follows:

Revised Contract Amount:	_\$	982,675.15
D : 10 / //	Φ.	000 (## 4#
Change Order 7		73,050.00
Total approved to date:		909,625.15
Change Orders 1 thru 6	-	264,445.15
Original Contract Amount:	\$	645,180.00

FURTHER, THAT, funds for such purpose are available from the Combined Waterworks and Sewerage System Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF OCTOBER 2025.

	Mayor Les Smith	
ATTEST:		
Kris Keller, City Clerk		



Request for Council Action

RES ⊠# R-25-60 BILL □# City Clerk Only ORD □# City Clerk Only

Date: 10/8/2025 Department: General Administration

Meeting Date Requested: 10/13/2025

Public Hearing: Yes □ Date: Click here to enter a date.

<u>Subject:</u> A Resolution authorizing the City Manager to enter into an Agreement with Variety of Greater KC – Tent 8, and PlayPower LT Farmington, Inc., for equipment purchase and construction/installation of such equipment.

Background: The City previously entered into a Park Development and Naming Rights Agreement with Variety of Greater Kansas City ("Variety KC") to construct an inclusive park, located at NW 60th Terrace and N. Flora. After discussions with Variety KC surrounding breaking ground on this park project, the City and Variety KC amended their original agreement with a superseding addendum. Pursuant to this superseding addendum and the original agreement, the City now desires to enter into an Agreement with Variety KC and PlayPower LT Farmington, Inc., ("PlayPower") to serve as the general contractor for the inclusive park project. This Agreement will include the purchase, construction, and installation of the park equipment for the project and shall provide for all customary terms associated with a public improvement project.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Bob Baer JA BB

Administrator City Attorney City Manager

RESOLUTION NO. R-25-60

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH VARIETY OF GREATER KANSAS CITY – TENT 8, AND PLAYPOWER LT FARMINGTON, INC., IN SUBSTANTIALLY THE FORM ATTACHED HERETO.

WHEREAS, the City of Gladstone (the "City") previously entered into a Park Development and Naming Rights Agreement with Variety of Greater Kansas City ("Variety KC") to construct an inclusive park, located at NW 60th Terrace and N. Flora; and

WHEREAS, the City and Variety KC executed a superseding addendum on 9/25/2025 that reflected that the City, Variety KC, and PlayPower LT, Farmington, Inc., ("PlayPower") would enter into a separate agreement in which PlayPower would serve as the general contractor for the inclusive park project; and

WHEREAS, the City now desires to execute an Agreement between the City, Variety KC, and PlayPower that will include the purchase, construction, and installation of park equipment and provide for the customary terms associated with a public improvement project; and

WHEREAS, City Staff recommends the approval of the Agreement in substantially the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone is hereby authorized to execute the Agreement with Variety of Greater KC – Tent 8, and PlayPower LT, Farmington, Inc., in substantially the form attached hereto.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF OCTOBER 2025.

	Mayor Les Smith	
ATTEST:		
Kris Keller, City Clerk		

Exhibit A

CITY OF GLADSTONE AGREEMENT FOR SERVICES

EQUIPMENT PURCHASE AND INSTALLATION/CONSTRUCTION AGREEMENT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES Agreement made this , 2025 between Variety of Greater Kansas City - Tent 8, a Missouri nonprofit corporation, hereafter referred to as Variety KC, The City of Gladstone, Missouri, a third-class city organized and existing under the laws of the State of Missouri, hereafter referred to as the City, and PlayPower LT Farmington, Inc., hereinafter referred to as the Contractor or PlayPower. The City and Variety KC entered into a Park Development and Naming Rights Agreement, (the "Development Agreement") on November 30, 2023. On September 25, 2025, Variety KC and the City agreed on a superseding addendum to the Development Agreement. The superseding addendum amends the Development Agreement to contemplate that the City, Variety KC, and PlayPower will enter into a separate agreement providing terms upon which PlayPower will function as the Contractor for the park project and that Variety KC will be responsible for remitting all fees due under the agreement, subject to Variety KC's and the City's maximum respective obligations set forth in the Development Agreement. This Agreement represents the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the Agreement will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This Agreement shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto. This Agreement is effective as of and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments. **ARTICLE I** THE WORK Contractor agrees to perform all work and provide all deliverables as specified in Appendix A and the General Terms and Conditions in Appendix B commonly referred to as Agreement Terms and Conditions and according to the Agreement set forth here. Contractor will complete work based upon individual task agreements. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth herein including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this Agreement and scheduling and approval of the City. ARTICLE II TIME OF COMMENCEMENT AND COMPLETION The work shall be completed by Liquidated damages will commence on _____. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the City for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III SUM AND PAYMENT

As contemplated in the Development Agreement, the City shall contribute up to \$500,000 towards park construction and installation costs and Variety KC shall contribute up to \$250,000 to be used towards park equipment construction and installation costs. The City shall pay its contribution amount to Variety KC. Following payment to Variety KC of City's share of the costs, Variety KC will administer and pay to Contractor all fees for the installation and construction of park equipment.

Variety KC agrees to pay the Contractor as outlined herein and subject to deductions provided for in Articles IV and VI.

ARTICLE IV CONTRACT PAYMENT

Variety KC agrees to pay the Contractor for the completed work as follows: 95% of contract payment shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, Variety KC and the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed. The Contractor agrees that the City cannot provide extra compensation for work already performed.

The Contractor agrees that Variety KC and the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. Third party payment agreements will not be accepted.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, Variety KC and the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in Appendix B: General Terms and Conditions to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this Agreement is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this Agreement. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Gladstone and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHED	DULE OF LIQUIDATED DAMAC	GES	
Original Cor	Original Contract Amount		
From More Than	To and Including	Calendar Day	
(\$)	(\$)	(\$)	
0	50,000	150	
50,001	100,000	250	
100,001	500,000	500	
500,001	1,000,000	1,000	
1,000,001	2,000,000	1,500	
2,000,001	5,000,000	2,000	
5,000,001	10,000,000	2,500	
10,000,001	And above	3,000	

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the Director of Public Works, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this Agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this Agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the Agreement.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this Agreement. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

This Agreement is subject to the State of Missouri Prevailing Wage Laws (RSMo §§ 290.210-290.340). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this Agreement so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this Agreement. Such notification may be made in writing, and delivered via regular, certified facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with project specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor, the City and Variety KC shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion. Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with project specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training within the required time period. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" and "C" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV ENTIRE AGREEMENT

The parties agree that this constitutes the entire Agreement and there are no further items or provisions, either oral or otherwise. Contractor agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement with the City of Gladstone the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year first written above.

(SEAL)

The City of Gladstone, Missouri	
By:(Print Name)	(Signature)
Title:(Print Title)	
Attest:(Print Name)	(Signature)
	(SEAL)
PlayPower LT Farmington, Inc.	
By:(Print Name)	(Signature)
Title: (Print Title)	
Attest:(Print Name)	(Signature)

APPENDIX A SCOPE OF SERVICES AND SPECIAL PROVISIONS

Variety KC and the City entered into a prior agreement for park development and naming rights of an inclusive park to be located at NW 60th Terrace and N. Flora, Gladstone, Missouri 64118. The prior park development and naming rights agreement was amended to allow PlayPower to serve as the contractor for this project. This Equipment Purchase and Construction/Installation Agreement is meant to provide the terms for which PlayPower will function as the contractor for the inclusive park project and to lay out the customary terms of a public improvement project. Therefore, this Agreement's scope of services shall include: the purchase of park equipment, grading/concrete/walls/curbs/mobilization, design services, playground safety surfacing, and other project materials associated with the inclusive park project as laid out in the proposal from PlayPower dated 7/03/2025.

APPENDIX B

General Terms and Conditions

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of Public Works or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Director of Public Works will designate their authorized representatives in writing. Both the City and the Contractor must approve any changes to the Agreement in writing.

B. Contract Period

Award of this Agreement is anticipated prior to the end of October 2025.

C. Insurance

Contractor shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Contractor, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Contractor, its officers, directors, employees and agents, or any subcontractors of Contractor. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Contractor operations, products, services or use of automobiles, or construction equipment. Nothing in this section or Agreement generally shall be construed by a court of competent jurisdiction as a waiver of the City's sovereign immunity under the provisions of Section 537.610, RSMo. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the 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 Manager. The City's additional insured coverage shall have no deductible.

Commercial General Liability Insurance:

- i. Severability of Interests Coverage applying to Additional Insureds
- ii. Contractual Liability
- iii. Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$3,448,710, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity
- iv. No Contractual Liability Limitation Endorsement
- v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory Employers Liability \$100,000 accident with limits of: \$500,000 disease-policy limit \$100,000 disease-each employee

c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence"

basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum		
	Limits		
Less than \$25,000	\$100,000		
\$25,000 or more, but less than \$50,000	\$500,000		
\$50,000 or more	\$1,000,000		

- e. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in Attachment 2 or its equivalent.
- f. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- g. Regardless of any approval by City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

D. Hold Harmless Clause

The Bidder/Contractor shall, during the term of the Agreement including any warranty period, indemnify, defend, and hold harmless the City of Gladstone, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. Exemption from Taxes

The City of Gladstone is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore, the City shall not be charged taxes for materials or labor.

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this Agreement the required wages as required by the prevailing wage law of the State of Missouri.

G. Anti-Discrimination Against Israel

Pursuant to RSMo § 34.600, the Contractor must not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

H. Invoicing and Payment

The Contractor shall submit invoices for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoice shall be based on the following schedule:

At completion of work -95% of contract amount with 5% held for retainage - the 5% retainage will be held until acceptance of the project by the governing body of the City at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

I. Cancellation

The City of Gladstone reserves the right to cancel and terminate this Agreement in part or in whole without penalty upon thirty (60) days written notice to the Contractor. Any Agreement cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. Contractual Disputes

The Contractor shall give written notice to the City of Gladstone of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Gladstone shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Director of Public Works or his designee. The Director of Public Works shall render a decision within sixty (60) days of receipt of the appeal.

K. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

L. Applicable Laws

This Agreement shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Gladstone codes.

M. Drug/Crime Free Workplace

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City of Gladstone property are prohibited:

- 1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and
- 2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);
- 3. Any crimes committed while on City property

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Gladstone in addition to any criminal penalties that may result from such conduct.

N. Inspection

At the conclusion of each job order, the Contractor shall demonstrate to the Director of Public Works or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warrantees shall be issued at point of final acceptance by the City of Gladstone.

O. Escalation of Fees

The pricing of services contained in the Agreement for the selected Contractor shall remain in effect for the duration of the Agreement. No escalation of fees will be allowed.

P. Safety Training

Contractors are informed that the project is subject to the requirements of Section 292.675, RSMo that requires all Contractors or Subcontractors doing work on the project to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. All on-site employees of a Contractor or Subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that

they have successfully completed the Required Safety Training within the required time period. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

Q. Prevailing Wage Requirement

The Agreement resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 23). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this Agreement so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the Agreement (Section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting body of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the Agreement by the Contractor or by any Subcontractor (Section 290.250, RSMo).

R. Permits/Certificates

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Gladstone (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, located at 7010 N Holmes St, Gladstone, Missouri 64118.

Certificates must be submitted if project utilizes any of the Contractors listed herein; Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors.

Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors who held a 2012 Gladstone Business License must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

S. Mobilization, Bonds, and Insurance

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

T. Bid Bond

A bid bond or certified check from a surety or bank acceptable to the Public Works Director in the amount equal to or greater than 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security before the bid date is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

U. Performance Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor.

No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in then prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

W. Maintenance Bond

Prior to acceptance of the project, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price that shall remain in full force and effect for a period of two (2) years from the date of project acceptance. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs including administration fees going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

X. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated Agreement being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records. The City cannot agree to unqualified confidentiality agreements unless an exception is found within 610.021 RSMo.

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Agreement or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

- Contractor agrees that any manufactured goods or commodities that are used or supplied in the
 performance of this Agreement or any subcontract hereto shall be manufactured or produced in the United
 States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or

- ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
- 2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
- 3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.
- Z. Affidavit of Work Authorization and Documentation

Pursuant to 285.530 RSMo, the contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PLEASE NOTE: The following affidavit in Attachment 1 must be completed and returned.

ATTACHMENT 1

AFFIDAVIT OF WORK AUTHORIZATION

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Signature

Any person performing work or service of any kind or character for hire within the State of

Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFOR his oath	E ME, the undersigned authority, personally appeared, who, being duly sworn, states on or affirmation as follows:
	Name/Contractor:
	Company:
	Address:
1	I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
2	Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Gladstone: Equipment Purchase and Construction/Installation Agreement.
3	Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
4	Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
5	The Contractor shall provide affirmative proof that they and those they employ are a citizen or a permanent resident of the United States or is lawfully present in the United States.
Compar	ny Name

Name:		
Title:	,	
Subscribed and sworn to before me this		
STATE OF	COUNTY OF	
Notary Public:		
My Commission Expires:		

- *PLEASE NOTE*: Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:
- 1 2
- A valid, completed copy of the first page identifying the Contractor; and A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security Verification Division.

ATTACHMENT 2

Certificate of Insurance

City of Gladstone, Missouri 7010 N Holmes St., Gladstone, Missouri 64118

NAME AN	ID ADDRESS OF AGENCY			COL	MPANIES AFFOR	DING COVERA	GES
			COMPANY LETTER	1	A		
			COMPANY LETTER]	В		
NAME AN	ID ADDRESS OF INSURED		COMPANY LETTER	(С		
			COMPANY LETTER)	D		
Œ			COMPANY LETTER]	E		
	This is to certify that pol	icies of insurance listed belov		the i	nsured named above ar	d are in force at this	time.
					Limits	of Liability in Thousand	ls (000)
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES			EACH OCCURRENCE	AGGREGATE
	General Liability				Bodily Injury	s	s
	☐ Comprehensive Form					*	,
1	☐ PremisesOperations				Property Damage	\$	s
	☐ Explosions and Collapse						
	Hazard						
	Underground Hazard						
	☐ Products/Completed Operations Hazard				Bodily Injury		
	Contractual Insurance				Property Damage	S	s
	☐ Broad Form Property				Combined		(50)
	Damage						
	☐ Independent Contractors				Applies to Products/Complete	d	\$
	☐ Personal Injury				Operations Hazard		(Personal Injury)
	Auto Liability			-	Bodily Injury	l s	(Personal injury)
	☐ Comprehensive Form				(Each Person)	3	
	☐ Owned	v	ě		Bodily Injury (Each Occurrence)	\$	
	☐ Hired				Property Damage	\$	
						Ť	
	☐ Non-Owned				Bodily Injury and Property Damage Combined	\$	
	Excess Liability						NAME OF TAXABLE PARTY O
	☐ Umbrella Form				Bodily Injury and		
	☐ Other than Umbrella				Property Damage	s	S
	Form				Combined		
	Worker's Compensation				Statutory		
	and Employers' Liability					\$	(Each Accident)
	Other					1	
The City	of Gladstone, Missouri is	s named as an Addition	al Insured.				
Location:		Description of Operations		No. Transit			A GROUP STUDIES AS SERVICED.
Location:	İ	Description of Operations:					
Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail							
C Committee	days written notice	to the below named certificat	te holder.	uatt	. mereor, the issuing con	mpany will man	

20

NAME AND ADDRESS OF CERTIFICATE HOLDER: City of Gladstone, Missouri 7010 N Holmes St.,	Date Issued:
Gladstone, Missouri 64118	Authorized Representative