

**RESOLUTION NO. 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.**

**WHEREAS**, the City of Gladstone 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 NE 60<sup>th</sup> Terrace and N. Flora; and

**WHEREAS**, the City and Variety KC now desire to amend their original Agreement with a superseding addendum reflecting that rather than the City entering into a separate Agreement with Variety KC to purchase park equipment and having Variety KC serve as the general contractor, the City, Variety KC, and PlayPower LT Farmington, Inc., (“PlayPower”) will enter into a separate Agreement to purchase park equipment from PlayPower and have PlayPower serve as the general contractor; and

**WHEREAS**, the superseding addendum also reflects that City’s funding contribution to the park will be paid to Variety KC and that Variety KC will then administer and pay to PlayPower all fees for installation and construction of the park equipment; and


**WHEREAS**, the City’s purchasing policy permits deviation from competitive bidding under unique circumstances and given PlayPower’s close working relationship with Variety KC, their expertise in the park equipment required for this inclusive park project, and the urgency with which the City desires to begin work on the park, the criteria to waive the purchasing policy competitive bidding requirements are met; and

**WHEREAS**, City staff recommends the approval of the superseding addendum to the original Park Development and Naming Rights Agreement between the City and Variety KC.

**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 a superseding addendum to the Park Development and Naming Rights Agreement with Variety of Greater KC – Tent 8.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22ND DAY OF SEPTEMBER 2025.**

  
\_\_\_\_\_  
Mayor Les Smith

ATTEST:

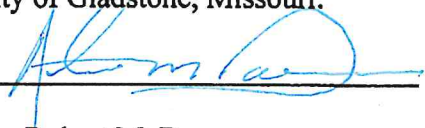
  
\_\_\_\_\_  
Kris Keller, City Clerk

**Superseding Addendum to the Park Development and Naming Rights Agreement**

1. This Superseding addendum is made and entered this 26 day of Sept, 2025, by and between Gladstone, Missouri ("City") and Variety of Greater Kansas City – Tent 8, a Missouri Nonprofit Corporation ("Variety KC").
2. This superseding addendum form is hereby made a part of the Park Development and Naming Rights Agreement (the "Agreement") by and between the parties, modifying and superseding where it is expressly incorporated and made a part of the Agreement.
3. Section 2 Park Construction, Paragraph (A) is hereby amended to read as follows: After the City Council 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 Council agrees to consider a Resolution waiving its purchasing policy requirements in order to purchase Park equipment from PlayPower LT Farmington, Inc., ("PlayPower") and contract with it for installation and construction.
4. Section 3 Park Funding, Paragraph (A) is hereby amended to read as follows: The parties anticipate a total Park project budget of approximately \$750,000.00. Any previously approved Park design plans may be modified to fit within the total project budget. The City and Variety KC, by written amendment to this Agreement, may agree to additional "phases" of the project and the funding mechanisms required to facilitate such additional phases.
5. Section 3 Park Funding, Paragraph (D) is hereby amended to read as follows: Following the City Council's approval of the Park design plans and assuming the City Council adopts a resolution as contemplated in Section 2.A, the City, Variety KC, and PlayPower will enter into a separate agreement providing for the terms upon which PlayPower will function as the contractor for the Park project including, 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. Variety KC will be responsible for remitting to PlayPower all fees due under the agreement, subject to the parties' maximum respective obligations set forth in Section 3.B and 3.C.
6. Section 3 Park Funding is hereby amended by adding a Paragraph (E), which reads as follows: Following payment to Variety KC of City's share of the Costs, Variety KC will administer and pay to PlayPower all fees for the installation and construction of Park equipment under the contract among City, Variety KC, and PlayPower.
7. Section 3 Park Funding is hereby amended by adding a Paragraph (F), which reads as follows: Upon completion of installation and construction of Park equipment, Variety KC shall provide documentation regarding City's share of the Costs incurred under the contract between the City, Variety KC, and PlayPower. Disputes regarding the documentation must be communicated in writing, specifying the grounds for dispute and the proposed Resolution. At a minimum, the documentation shall include:



- A detailed breakdown of incurred Costs.
- Supporting documentation, such as contractor invoices, receipts, and other records substantiating the incurred Costs.

Variety of Greater Kansas City – Tent 8, a Missouri Nonprofit Corporation <u>Marc D. Harrell</u>	City of Gladstone, Missouri: <u></u>
By: <u>Marc D. Harrell</u>	By: Robert M. Baer
Title: <u>Executive Director</u>	City Manager
Dated: <u>9/26/25</u>	Dated: <u>09/25/25</u>



## *Request for Council Action*

**RES** ☒ # R-25-56

**BILL** ☐ # City Clerk Only

**ORD** ☐ # City Clerk Only

Date: 9/15/2025

Department: Parks & Recreation

Meeting Date Requested: 9/22/2025

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

**Subject:** A Resolution authorizing the City Manager to sign a superseding addendum to the Park Development and Naming Rights Agreement with Variety of Greater KC – Tent 8.

**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 now desire to amend their original agreement with a superseding addendum. This superseding addendum reflects that rather than having the City entering into a separate agreement with Variety KC to purchase park equipment and having Variety KC serve as the general contractor as originally contemplated, instead the City, Variety KC, and PlayPower LT Farmington, Inc., (“PlayPower”) will enter into a separate agreement to purchase park equipment from PlayPower and have PlayPower serve as the general contractor. Additionally, the addendum reflects that the City’s funding contribution to the park project as laid out in the original agreement, will be paid to Variety KC, and Variety KC will then administer and pay to PlayPower all fees for installation and construction of the park equipment. There is no change in the amount of funds that the City will contribute to this project per the original agreement. The City’s purchasing policy permits deviation from competitive bidding under unique circumstances and given PlayPower’s close working relationship with Variety KC, their expertise in the park equipment required for this inclusive park project, and the urgency with which the City desires to begin work on the park, the criteria to waive the purchasing policy competitive bidding requirements are met.

**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.

Robert Baer  
Administration

JA  
City Attorney

BB  
City Manager