

By: Kim Barfield  
City Clerk

**City of Pacific  
Jeffrey White Memorial Skatepark Project Committee  
Meeting Agenda  
300 Hoven Drive  
Pacific, MO 63069**

**Monday, May 12, 2025  
5:30 p.m.**

**The meeting will be streamed live on the City of Pacific YouTube page:  
<https://m.youtube.com/channel/UC9dxzhHQQWbPulQJC1N6TSig>**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Approve minutes from January 27, 2025
6. Public Participation
7. Old Business
  - a. Review Cost Share Agreement with City
8. Adjournment

The Skatepark Committee will consider and act upon the matters listed above and such others as may be presented at the Meeting and determined to be appropriate for discussion at that time. The City of Pacific is working to comply with the Americans with Disabilities Act mandates. Individuals who require an accommodation to attend a meeting should contact City Hall (271-0500) at least twenty-four hours in advance.



Jeffrey White Memorial Skatepark Project Committee

City of Pacific

300 Hoven Drive, Pacific, MO 63069

Minutes of January 27, 2025 4:00 PM

1. Call to order: Chairman Felts called the meeting to order at 4:00 P.M.
2. Roll Call: Those present at roll call: Alderman Cleeve, Jeff White, Paula White, Johnny Felts, Park Superintendent Chris Fowler, City Clerk Barfield.
3. Pledge of Allegiance
4. Public Participation - none
5. Old Business

a. RFQ for Skatepark Construction Documents

Chairman Felts opened discussion up to the committee. There was discussion about the design ideas. He spoke with American Ramp Company, and the original representative for the design of this. He was very excited and was following our progress. They spoke about the changes to all concrete. They are willing to work with us. They are also familiar with Land Water Conservation Fund and how the scope of work has to be met. They recognize this as just not another project for them, but the point was made how it is a community effort and how special it was. In his scoring he has SWT with American Ramp Company scoring higher than the other. He asked if the committee filled out the RFQ sheets? Parks Superintendent Fowler agreed with Chairman Felts' opinion. Jeff and Paula White both agreed with the chair opinion. The RFQ scoring sheet was turned into the city clerk. Chairman Felts stated this would be a recommendation to the Board of Aldermen. **Motion made by Chairman Felts, seconded by Paula White to recommend SWT Design with American Ramp Company. Nays: none. Abstain: none. Motion carries.**

b. Review Cost Share Agreement with City

Chairman Felts asked if there were any changes made? Alderman Cleeve stated there were no changes presented. He backed away from the changes he was going to recommend. Chairman Felts thought the agreement made sense. If we know there are over runs or something outside the scope, the sooner that our organization knows about this the better. In terms of staying within budget, the agreement was straight forward. He asked about items required by the city's insurance not covered in the grant funding how it would be handled? His thought was about fencing or lights. It was not in the original design, but was not sure if it was in the application for the grant. Alderman Cleeve will review the original grant application. He would assume we would just need to talk about. As the agreement is wrote now, it is a share. Chairman Felts stated if something special is required, we need to know about it. There was no further discussion. **Motion made by Chairman Felts, seconded by Parks Superintendent Fowler to table this until we receive more feedback regarding on items that might be a liability, and would be required**

**by the city but not included in grant. A voice vote was taken with an affirmative result. Nays: none. A voice vote was taken with an affirmative result.**

The minutes need to be on the next agenda for approval.

#### 6. Adjournment

Motion made by Jeff White, seconded by Paula White to adjourn. A voice vote was taken with an affirmative result. Motion carried.

The meeting adjourned at 4:15 PM.

## SKATEPARK COST-SHARING AGREEMENT

This Skatepark Cost-Sharing Agreement (referred to herein as “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and among SPC Jeffrey L. White Memorial Foundation, Inc., a Missouri nonprofit corporation, (“Foundation”) and the City of Pacific, Missouri, a municipal corporation and political subdivision of the State of Missouri (“City”). Foundation and City are each referred to herein as a “Party” and collectively as the “Parties”.

### RECITALS

WHEREAS, the City applied for and received a grant from the Land Water Conservation Foundation (“LWCF”) in the amount of \$481,144.00 for construction of the Jeffrey L. White Memorial Skatepark; and

WHEREAS, the LWCF Grant requires a 50% match and the City and the Foundation have each agreed to pay \$120,286.00 for a total of \$240,572.00, to provide the 50% match; and

WHEREAS, it is anticipated that any expenses beyond the 50% match of \$240,572.00 will be funded by the Foundation and will require approval from the Foundation; and

WHEREAS, this Agreement shall remain in effect until completion of the Skatepark project which is currently slated for October, 2026.

NOW, THEREFORE, in consideration of good and valuable consideration, the sufficiency of which is hereby recognized, and the mutual agreements herein contained, and in reliance thereon and intending to be legally bound, the Parties hereby agree as follows:

1. Cost Share.

The Foundation and the City agree to share equally the cost of the 50% match required by the LWCF Grant. The total costs for the match during the term of this Agreement are expected to be \$240,572.00 with each Party agreeing to pay \$120,286.00 of these costs. Any expenses in addition to the match (“Additional Expenses”) shall be funded by the Foundation and will require prior approval from the Foundation.

2. Billing.

Each Party shall deposit \$120,286.00 into a designated fund maintained by the City within thirty (30) days of the Effective Date. Thereafter, the City shall invoice the Foundation each month for Additional Expenses that have been approved by the Foundation.

3. Term.

The term of this Agreement (the “Term”) shall commence upon the Effective Date and shall continue until October 31, 2026. The Term may be extended upon mutual agreement of the Parties.

4. Default.

A. Each of the following shall constitute a Default by the City: (a) failure to apply all credits due hereunder to the Foundation in accordance with the terms of this Agreement; or (b) the City is otherwise in default of its obligations hereunder, and such default continues for thirty (30) days after written notice from the Foundation (or, if the default is not reasonably capable of being cured within such thirty (30) day period, then after such additional time as may be reasonably required to perform such cure, provided that the City commences such cure within the initial thirty (30) day period and thereafter diligently prosecutes the same to completion).

B. Each of the following shall constitute a Default by the Foundation: (a) failure to remit payment after approval of Additional Expenses in accordance with the terms of this Agreement; or (b) the Foundation is otherwise in default of its obligations hereunder, and such default continues for thirty (30) days after written notice from the City (or, if the default is not reasonably capable of being cured within such thirty (30) day period, then after such additional time as may be reasonably required to perform such cure, provided that the Foundation commences such cure within the initial thirty (30) day period and thereafter diligently prosecutes the same to completion).

5. Successors and Assigns. The Agreement and the obligations imposed herein, shall be binding upon and inuring to the benefit of the Parties.

6. Authority. Each Party hereby guarantees, warrants and represents that the individual or individuals signing this Agreement have the power, authority and legal capacity to sign this Agreement on behalf of and to bind all entities on whose behalf such individual or individuals have signed.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document.

8. Governing Law. This Amendment shall be construed and interpreted in accordance with the laws of the State of Missouri, except for its conflict of law rules.

9. Entire Agreement. This Agreement and the Exhibit thereto constitutes the entire agreement between the Parties, there being no other terms, oral or written, except as herein expressed. No further modification of the Agreement shall be binding on the Parties unless it is in writing and signed by all of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date and year first above written.

**SPC Jeffrey L. White Memorial Foundation, Inc.**

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

Name: \_\_\_\_\_

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

**City of Pacific, Missouri**

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

Name: \_\_\_\_\_

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