



Agenda

City Council Regular Session

Monday, November 14, 2022 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. COUNCILMAN GRAHAM

III. Roll Call

IV. Approve Minutes and Summaries

A. REGULAR SESSION MINUTES OF SEPTEMBER 26, 2022

V. Citizens' Participation

VI. Meeting Schedule

VII. Consent Agenda

- A. RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR IMPROVEMENTS TO A RESIDENTIAL STRUCTURE AT 102 N MORSE AVE, DOUGHERTY HISTORIC DISTRICT (HDCR CASE 22-013D) A 353 TAX ABATEMENT PROJECT.
- B. RESOLUTION APPROVING TASK ORDER #7 WITH HDR ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$99,210.00

VIII. Public Hearings

- A.
ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING 50+/- ACRES AT NORTH of I-35/US 69 INTERSECTION FROM R-1A, SUBURBAN RESIDENTIAL DISTRICT TO C-2, GENERAL BUSINESS DISTRICT FOR NORTH LIBERTY COMMERCIAL (P&Z CASE 22-49 R&PDP) **(TO BE FURTHER CONTINUED TO NOVEMBER 28, 2022)**
- B. RESOLUTION APPROVING A PRELIMINARY PLAT FOR NORTH LIBERTY COMMERCIAL, 50.47 ACRES BETWEEN INTERSTATE 35 AND US 69 HWY, A SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 22-50PP) **(NOT A PUBLIC HEARING) - POSTPONED FROM OCTOBER 24, 2022 (TO BE FURTHER POSTPONED TO NOVEMBER 28, 2022)**

IX. Ordinances, Contracts and Resolutions

- A. ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD

OF OCTOBER 14, 2022 TO NOVEMBER 4, 2022

- B. ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING 1,075 ACRES GENERALLY LOCATED AT N CHURCH ROAD BOUND BY I-35, 104TH STREET, AND PORTIONS EXTENDING TO 116TH STREET, INCLUDING 378 ACRES TO BE ANNEXED INTO THE CITY OF LIBERTY TO PD FLEX (P&Z CASE 22-54RMP) (SECOND READING)
- C. ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING 20.77 ACRES AT THE NW CORNER OF RUTH EWING ROAD AND BIRMINGHAM ROAD FROM R-1A, "SUBURBAN RESIDENTIAL DISTRICT" TO R-1C, "STANDARD SINGLE FAMILY RESIDENTIAL" FOR WHITEHORSE (P&Z CASE 22-42R&PP) (SECOND READING)
- D. ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT WITH STAR DEVELOPMENT FOR THE WHITEHORSE RESIDENTIAL SUBDIVISION, LIBERTY, MISSOURI (SECOND READING)
- E. ORDINANCE APPROVING AN AGREEMENT AND EXPENDITURE WITH BART'S ELECTRIC FOR AN EMERGENCY REPAIR IN THE AMOUNT OF \$27,910.00 FOR THE CONVERSION OF THE LIBERTY COMMUNITY CENTER NATATORIUM LIGHTS TO LED FIXTURES
- F. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH BRADY INDUSTRIES FOR CITYWIDE CUSTODIAL SUPPLIES IN AN AMOUNT NOT TO EXCEED \$52,000.00.
- G. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH HEARTLAND MECHANICAL FOR CITYWIDE HVAC PREVENTIVE MAINTENANCE AND REPAIR SERVICES IN THE AMOUNT OF \$125,000.00.
- H. ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH CLAY COUNTY SENIOR SERVICES TO PROVIDE GRANT FUNDING FOR SENIOR CENTER AND SENIOR TRANSPORTATION ADMINISTRATION IN THE AMOUNT OF \$122,000.00
- I. ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH CLAY COUNTY SENIOR SERVICES TO PROVIDE GRANT FUNDING FOR SENIOR MEMBERSHIPS TO THE LIBERTY COMMUNITY CENTER IN THE AMOUNT OF \$60,000.00
- J. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH LIBERTY SPORTS OFFICIALS IN THE AMOUNT OF \$265,000 FOR 2023 YOUTH AND ADULT SPORTS OFFICIATING SERVICES
- K. ORDINANCE APPROVING A CONTRACT AND EXPENDITURE WITH APEX CONCRETE COATINGS IN THE AMOUNT OF \$40,403.88 FOR THE LIBERTY COMMUNITY CENTER LOCKER ROOM FLOOR RENOVATIONS
- L. ANNEXATION RELATED AGREEMENTS (NORTHPOINT DEVELOPMENT)

1. ORDINANCE APPROVING A RELEASE AND INDEMNIFICATION AGREEMENT BETWEEN THE CITY OF LIBERTY AND NORTHPOINT DEVELOPMENT, LLC FOR REIMBURSEMENT AND INDEMNIFICATION FOR THE FUNDS PAID TO THE KEARNEY FIRE AND RESCUE PROTECTION DISTRICT

2. ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LIBERTY, MISSOURI AND THE KEARNEY FIRE AND RESCUE PROTECTION DISTRICT TO CONFIRM THE ANNEXATION AND PAYMENT OF DETACHMENT FUNDS IN AN AMOUNT NOT TO EXCEED \$5,000.00

- M. ORDINANCE ACCEPTING A SPECIAL WARRANTY DEED FROM HALLMARK CARDS INCORPORATED FOR LAND PURCHASED FOR FIRE STATION #3
- N. 2022 STREET RESTORATION PROJECT

- 1. ORDINANCE APPROVING A FINAL CONTRACT AMENDMENT FOR CITY OF LIBERTY PROJECT 22-002, 2022 STREET MAINTENANCE PAVEMENT RESTORATION BY DECREASING THE CONTRACT BY \$98,067.48 FROM \$1,732,320.50 TO A NOT TO EXCEED AMOUNT OF \$1,634,253.02.
- 2. RESOLUTION ACCEPTING CITY OF LIBERTY PROJECT 22-002, 2022 STREET MAINTENANCE PAVEMENT RESTORATION

- O. ORDINANCE APPROVING AN AGREEMENT FOR CITY OF LIBERTY PROJECT 22-003, M-291/BLUE JAY TRAFFIC SIGNAL AND STEWART/M-291 INTERSECTION IMPROVEMENTS (FEDERAL AID PROJECT STBG-3392(407)) WITH TRANSYSTEMS CORPORATION IN AN AMOUNT NOT TO EXCEED \$225,000.00
- P. ORDINANCE ACCEPTING (2) PUBLIC STORMWATER DETENTION FACILITIES EASEMENTS FROM THE CAROLYN L. WALKER TRUST NO. 1 DATED JUNE 1, 1991 (CHARLIES CARWASH)
- Q. ORDINANCE APPROVING A WAYFINDING SIGNAGE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE CITY WAYFINDING SIGNAGE PROJECT
- R. ORDINANCE APPROVING A SIDEWALK AGREEMENT AND LICENSE WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE COMMERCE BANK DEVELOPMENT PROJECT

X. Other Business

- A. FAIRVIEW CEMETERY/BLOCK 174

B. PARKS USE TAX - PROJECT RECAP

XI. Miscellaneous Matters from City Administrator

XII. Miscellaneous Matters from Mayor and City Council

XIII. Adjournment

**ADA Accessible entrance is available from Missouri Street at the Police Department entrance.
An elevator will provide access to the second floor – Council Chambers**

City Council Meeting

Regular Session Minutes
September 26, 2022

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on September 26, 2022 with Mayor Lyndell Brenton presiding. Mayor Brenton called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Council Member Watt, who then led the pledge of allegiance.

III. ROLL CALL

Council Members Present: Paul Jenness, Ward I
Greg Duncan and Kelley Wrenn Pozel, Ward II
Kevin Graham and Jeff Watt, Ward III
Michael Hagan and Gene Gentrup, Ward IV

Council Members Absent: Harold Phillips, Ward I

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Shawwna Funderburk, Chief Strategic Operations Officer
Vicki McClure, Finance Director
Andy Noll, Utilities Director
BJ Staab, Parks and Recreation Director
Jim Martin, Police Chief
Chris Young, Fire Division Chief – Support Services
Brandon Smith, Economic & Business Dev. Manager
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Beth Vanderhoorn, Acting Deputy City Clerk
Sarah Ranes, Finance Technician

Public Present: Kellie Houx, Courier Tribune
22 members of the public

IV. APPROVE MINUTES AND SUMMARIES

A. REGULAR SESSION MINUTES OF AUGUST 8, 2022

Council Member Hagan moved to approve the minutes as distributed. Council Member Gentrup seconded the motion, which carried 6-0-1. Council Member Pozel abstained due to absence.

B. STUDY SESSION SUMMARY OF AUGUST 15, 2022

Council Member Graham moved to approve the summary as distributed. Council Member Jenness seconded the motion, which carried 6-0-1. Council Member Pozel abstained due to absence.

C. REGULAR SESSION MINUTES OF AUGUST 22, 2022

Council Member Hagan moved to approve the minutes as distributed. Council Member Graham seconded the motion, which carried 6-0-1. Council Member Jenness abstained due to absence.

V. CITIZENS' PARTICIPATION

Mary Cravens, 300 Manor Lane, spoke of initially being pleasantly surprised with the new Cemetery Sexton position; however, now questions various details of the job description.

Sharon Fiene, 457 E. Franklin, spoke of the 1619 project in schools and how it creates two groups with a message of division. She noted the recent purchase of DEI training books, and asked if Council had the mindset of 'go along to get along'?

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. AUTHORIZE AN INCREASE OF BLANKET PURCHASE ORDER #220015 WITH MISSISSIPPI LIME IN THE AMOUNT OF \$56,495.00

Through August, the water treatment plant has produced 801.3 million gallons of drinking water that, if the trend continues, will be the third highest production year in the last 10 years. Near record level prices for diesel fuel has pushed the cost per ton for lime to record levels as there is a fuel surcharge component in the lime supply cost. Staff has projected the consumption of lime through the end of the year and with the preceding two factors combined there is a need to increase the authorized purchase amount by \$56,495.00 from a current authorized amount of \$320,505.00 to proposed authorized amount of \$377,000.00. Mississippi Lime is the sole competitive source provider for lime in the region and staff recommends increasing the authorized purchase amount.

Council Member Gentrup moved to approve the purchase. Council Member Watt seconded the motion, which carried unanimously.

B. AUTHORIZE AN INCREASE OF BLANKET PURCHASE ORDER #220015 WITH USIC FOR UNDERGROUND UTILITY LOCATES IN THE AMOUNT OF \$48,000.00

Increased construction activity has led to a significant increase in the number of One-Call locates which has led to an increase in costs for contracted locating services. The original purchase order was in the amount of \$125,000.00 and staff is requesting an increase of \$48,000 for a total authorized amount of \$173,000.00.

Staff reviews the competitiveness of the contracted utility locates every year and is currently reviewing the effectiveness of the contracted services against self-performing the utility locating. Staff will present a recommendation of contracting versus self-performance with the proposed budget.

Council Member Gentrup moved to approve the purchase. Council Member Watt seconded the motion, which carried unanimously.

C. RESOLUTION ACCEPTING THE TRACER PORT REPAIRS (KANSAS & 291)
PROJECT NO. 22-010

Multiple tracer ports/wire and valve encasements were replaced along the Kansas St and Rt. 291 corridor. This was necessary after it was determined that they were initially installed improperly as part of the Kansas Street / I-35 / Rte. 291 project. These are added to plastic pipes to allow utility location services to identify these lines in the future. The repairs were made by Havens Construction Company, Inc. and done according to City Standards and Specifications. The project was completed for the contract price of \$36,160; the 15% contingency allowance was not needed.

Action: Council Member Gentrup moved to approve the resolution. Council Member Watt seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3274

D. APPROVE PURCHASE OF LAND FROM HALLMARK FOR FIRE STATION NO. 3 IN
AN AMOUNT NOT TO EXCEED \$20,000.00

The Fire Department budgeted in 2022 for the remodel/expansion of Fire Station 3 in order to add living quarters for more crew members at this station. At this time, the station is located on a small lot that does not allow for expansion. City staff reached out to Hallmark Cards, which owns the land around Fire Station 3. As a result of these meetings, Hallmark agreed to sell the City 5+ acres of land around Fire Station 3. This will allow the department to complete the needed expansion and leave room for expansion in the future if needed. The \$20,000.00 cost to purchase the land will be paid out of the Fire Sales Tax Fund.

Council Member Gentrup moved to approve the purchase. Council Member Watt seconded the motion, which carried unanimously.

VIII. PUBLIC HEARINGS

A. RESOLUTION APPROVING AN AMENDED FINAL DEVELOPMENT PLAN FOR
LIBERTY HEARTLAND LOGISTICS CENTER, LOT 3, AT SHEPHERD ROAD AND
HEARTLAND DRIVE, IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z Case 22-
38FDP-A)

This is an amended development plan to request a variance for fence height for the new Hallmark building which was approved in July 2021. The applicant is now requesting to be allowed an 8' tall fence around the facility located on Lot 3 of Liberty Heartland Logistics Center.

Mayor Brenton opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the resolution.

Erin Brower, Hallmark Cards, stated their partnership with various trade memberships (Customs Trade Partnership Against Terrorism and Canada's Partner in Protection) require an eight foot tall fence and it will not be visible from public spaces. Michael Taylor, Hallmark Cards Security, stated the fence will be built around the truck lot only.

Seeing no one else wishing to speak, the Mayor closed the Public Hearing.

Action: Council Member Hagan moved to approve the resolution. Council Member Jenness seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3275.

B. RESOLUTION AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE GENERAL PLAN OF THE CITY OF LIBERTY BY CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 15 ACRES LOCATED ON THE NE CORNER OF FLINTLOCK AND SOUTH LIBERTY PARKWAY FROM COMMERCIAL TO HIGH DENSITY RESIDENTIAL (P&Z Case 22-41A)

The applicant requests that the Future Land Use map designation for the southern 15 acres of the property be amended to High Density Residential to allow for the development of Parkway Apartments. The northern most 2 acres will remain Commercial with this proposal.

Mayor Brenton opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the resolution.

Curt Peterson, GFI Capital spoke of market demand and the understanding of traffic issues.

Seeing no one else wishing to speak, the Mayor closed the Public Hearing.

Action: Council Member Hagan moved to approve the resolution. Council Member Jenness seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3276.

C. RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR ASHTON COURT, AT 1200 W. COLLEGE STREET, IN LIBERTY, CLAY COUNTY, MISSOURI P&Z Case 22-45FDP

This Final Development Plan is to allow a 7,467 sq. ft. addition to the existing building. The addition will be used as a dialysis wing for current residents and the general public. The current zoning allows the residential component of the facility. The addition is allowed by code and meets all standards in the development code. The use of the dialysis wing by non-residents will require a "use" variance. The applicant is requesting a use variance to allow the dialysis wing to be utilized by patients that may not reside in the existing residential care facility. The current residential zoning does not allow for a commercial business.

Mayor Brenton opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the resolution.

Jeff Stockman, on behalf of the applicant, stated they have addressed neighborhood concern about the trash dumpster and that it had already been moved, and a signed agreement would be received by Sept. 27, 2022.

Lloyd Dunlap, 523 Nottingham Place, expressed concern with the increase of patients coming to the new dialysis building causing the need for more trash and food delivery. A verbal agreement was reached at a Council Meeting in 2018 clarifying the hours in which large trucks could enter the property. He confirmed that as of today, the dumpster had been moved to the far East portion of the property.

Seeing no one else wishing to speak, the Mayor closed the Public Hearing.

Action: Council Member Jenness moved to approve the resolution. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3277

D. ORDINANCE APPROVING THE MONTAGE TAX INCREMENT FINANCING PLAN, ESTABLISHING A REDEVELOPMENT AREA, DESIGNATING GALEHART COMMUNITIES, LLC AS THE DEVELOPER OF PROJECTS 1, 2, 3, 4 AND 5 AND AUTHORIZING THE MAYOR TO EXECUTE A TAX INCREMENT FINANCING CONTRACT WITH GALEHART COMMUNITIES, LLC FOR IMPLEMENTATION OF THE MONTAGE TAX INCREMENT FINANCING PLAN (4 day notice posted on 9/20/22)

The site is anticipated to be constructed in 5 phases, with construction costs being incurred over a period of 16 years. The projects will be activated individually at varying times in order to align with the start of development of the respective phases

of development located within that Project Area. This phased proposal will have a total TIF term of 32 years. The development will bring necessary water, sewer and storm sewer infrastructure to this area. The development anticipates the planning, development, and construction of all associated street networks, utilities to include sewer, gas, water, etc. Total Development Cost: \$304,689,954 before Debt Service & Financing Cost, Eligible Reimbursable TIF Expenses: \$126,126,930, Eligible Reimbursable CID Expenses: \$13,869,772.

Project contemplates formation of a Community Improvement District (CID), anticipated to issue bonds to finance all or a portion of the Reimbursable Project Costs. Would levy a 1% sales and use tax; 50% captured by TIF. Non-captured portion pledged to payment of bonds (boundaries to include the Redevelopment Area and the property to be annexed).

Mayor Brenton opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the ordinance.

Chris Mattix, Rouse Frets White Goss Gentile Rhodes, P.C. stated the uses permitted for TIF funds is public infrastructure.

The Liberty School District will receive \$5.3M upfront and 16 acres of donated land, for a future school site. In addition, the School district would also see a tax benefit of \$461,353,209.00 if the project is built, compared to \$276,859.00 if not built.

David Langston, 1920 Carter Ct., spoke positively about the Stapleton project in Colorado. He feels Mr. Hart's company is quite capable to complete this project with support of the community.

Charles Renner, Husch Blackwell, stated the focus of the TIF money will be on infrastructure.

Public Infrastructure Improvements Include:

- 100% of City Master Plan Water Improvements
- Approx. 151,590 linear feet of roadways
- Approx. 42,600 linear feet of trails w/ regional trail connection
- Approx. 96,400 linear feet of water lines
- Approx. 96,400 linear feet of sanitary & stormwater sewers
- 2 pedestrian tunnels
- Glenn Hendren I-35 flyover
- 6 pump stations and 10 watersheds
- 10 regional stormwater basins
- Regional stormwater detentionway
- 5 roundabouts & 1 super roundabout w/ southbound on-ramp to I-35
- 3 traffic signals

The cost benefit analysis indicates that if the project is built the total benefit to all taxing jurisdictions (including the City) would be \$696,812,411.00, compared to \$365,694.00 if not built.

Chris Kline, Husch Blackwell, spoke of the CID Bond for TIF redevelopment area.

Public Financing

Total Built Project Value of \$1,784,984,401

PILOTs*

- \$854,305,952 Total PILOTs
- \$316,290,668 (37%) Captured

EATs/CID Revenue*

- \$124,276,599 Total EATs/CID
- \$63,479,514 (51%) Captured

Total TIF/CID Revenue Captured \$379,770,182

- 39% of total TIF/CID Revenue
- 21% of total built project value

*Includes taxes from area to be annexed and post TIF taxes for projects that expire prior to termination of TIF Plan

Private Financing

Private Debt* \$47,897,333 (15.72% of total project costs**)

Private Equity \$116,795,919 (38.33% of total project costs**)

*Excluding the CID bonds / **Total costs before Debt Service and Financing Costs

Tom Hart, GaleHart Communities LLC, appreciated the positive public comments but wanted to clarify that his participation in the Stapleton project was with a previous company. He highlighted GaleHart's projects of Arborwalk, New Longview and Winterset.

Seeing no one else wishing to speak, the Mayor closed the Public Hearing.

Document No. 9467 was read.

Mayor Brenton stated the Ordinance would be considered on second reading at the October 10th Regular Session meeting.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ORDINANCE APPROVING VENDOR PAYMENTS FOR THE PERIOD OF SEPTEMBER 2 TO SEPTEMBER 15, 2022.

Mayor Pro Tem Gentrup took over as Chair of the meeting.

Document No. 9468 was read.

Action: Council Member Hagan moved to approve the vendor payments. Council Member Graham seconded the motion.

Roll Call

Vote: Motion passed 7-0-0

Yes: Council Members Pozel, Hagan, Graham, Jenness, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11642.

Mayor Brenton resumed as chair of the meeting.

B. ORDINANCE ESTABLISHING THE 2022 AD VALOREM PROPERTY TAX LEVIES FOR CITY OPERATIONS FOR THE 2023 BUDGET YEAR (Second Reading)

The County has provided the City with final August 2022 assessments for all categories of property exclusive of State assessed railroad and utilities. State assessed railroad and utility values are obtained from the State of Missouri. The additional revenue generated would help support General Services, including but not limited to Public Safety and Parks. Final Assessments are \$67.8M or 10.86% when compared to 2021 Final assessed values. With the proposed Property Tax Levy, it would be the 2nd lowest in Clay County.

Document No. 9466 was read.

Action: Council Member Graham moved to approve the ordinance. Council Member Hagan seconded the motion.

Roll Call

Vote: Motion passed 7-0-0

Yes: Council Members Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No.11643.

C. RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR VINTAGE ESTATES, TWENTY-SIX AGE RESTRICTED HOMES ON 1 LOT, ON 7+/- ACRES AT THE SW CORNER OF OLD WITHERS AND SOUTH WITHERS ROAD IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z Case 22-39FDP-A)

The applicant is proposing to add one unit to the previously approved development plan. The previous plan showed 25 units. The additional unit is located on the northeast corner of the project. The applicant stated in the application material; "The proposed lot to be developed for the project is 7.01 acres. It will have 26 total units which will equal to 3.71 units per acres ...". 3.71 units per acre is under the threshold for the Low Density residential land use density allowance of 6 units or less per acre. The applicant has provided grading changes and utility extensions as required by City staff.

Action: Council Member Jenness moved to approve the resolution. Council Member Watt seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None
Abstain: None
Inscribed in Resolution No. 3278.

D. ORDINANCE PROVIDING ONE-TIME LUMP SUM COST OF LIVING PAYMENTS TO THE EMPLOYEES OF THE CITY OF LIBERTY AND AMENDING ORDINANCE NO. 11521, ADOPTION OF THE 2022 BUDGET FOR THE CITY OF LIBERTY, MISSOURI

The Social Security Administration (SSA) announced the 2022 Cost of Living Adjustment (COLA) to be 5.9%. This was the first year in several that the SSA's COLA was much higher than the City's normal budgeted 3% across the board increases typically provided each January. Although the 3% budgeted for 2022 did not keep employees aligned with the national cost of living, the City did not increase the amount during the budget process. City management recommends a one-time, \$3,000/employee lump sum payment to equalize employees' 2022 income with the 2022 Social Security Administration COLA for future work to be completed.

Analysis of the City's General Fund forecasts shows the General Fund can support the proposed one-time lump sum payment. The General Fund fund balance will remain strong and will meet the City Council's General Fund fund balance policy range of 18-22%, after the one-time lump sum payment. The total cost for the cost of living payments will be \$905,000 and will be distributed to all full-time employees (253) and permanent part-time employees (10) as a separate direct deposit, with all taxes, FICA and Lagers will be withheld as normal, no later than October 28, 2022.

Document No. 9469 was read.

Action: Council Member Jenness moved to waive the rules and consider the ordinance on first reading. Council Member Gentrup seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Gentrup seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11644.

E. ORDINANCE APPROVING AN AGREEMENT WITH JCI INDUSTRIES, INC. FOR MBT1 IMPROVEMENTS (MEMBRANES AND INSTALLATION) IN AN AMOUNT NOT TO EXCEED \$610,000.00

As part of the wastewater treatment process there is a strong financial incentive to minimize the amount of bio-solids that must be disposed of in accordance with Environmental Protection Agency (EPA) and Missouri Department of Natural Resources (MoDNR) regulations. Aerobic digestion is a process that is utilized at the

wastewater treatment plant that converts waste sludge to bio-solids. Aerobic digestion seeks to minimize the cost of disposal of bio-solids by reducing the mass of bio-solids and ensuring the bio-solids meet EPA and MoDNR requirements for beneficial reuse as fertilizer. The digestion process requires the removal of excess water from the sludge and that is accomplished by filtering the water from the sludge by using membranes and is called membrane thickening (MBT).

The wastewater treatment plant has two MBTs and the membrane in MBT 1 has failed. Alternative materials and technologies that could be employed in MBT 1 would result in lower life cycle costs and fewer treatment process disruptions. The staff believe that installing membranes manufactured by Kubota will result in the lowest life cycle cost due to the extended life expectancy of the membranes that has been experienced by other wastewater treatment plants.

In addition to a long service life, the membranes are simple to operate and maintain and have extensive local support and a good reputation among wastewater treatment professionals. Installation of the Kubota membranes does not require major modifications to the existing equipment and does not require any modification to the treatment process.

Document No. 9470 was read.

Action: Council Member Hagan moved to waive the rules and consider the ordinance on first reading. Council Member Pozel seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Gentrup seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11645.

F. ORDINANCE AMENDING CHAPTER 29, "WATER AND SEWERS" OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

This amendment to the City Code is being brought forward so that it will align with current operations and state regulations.

Document No. 9471 was read.

Action: Council Member Jenness moved to waive the rules and consider the ordinance on first reading. Council Member Hagan seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Graham moved to approve the ordinance. Council Member Pozel seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11646.

G. **ORDINANCE ACCEPTING A COVENANT TO MAINTAIN STORM WATER MANAGEMENT SYSTEM AND PUBLIC STORM WATER DETENTION FACILITIES EASEMENT FOR COMMERCE BANK**

As part of addressing storm water requirements on the Commerce Bank development project, the developer has elected to construct a storm water detention BMP. To ensure the facility is constructed and maintained in the future, dedication of a public storm water facilities easement is required. The storm water detention facilities easement document is executed by the current property owner, Commerce Bank.

Document No. 9472 was read.

Action: Council Member Jenness moved to waive the rules and consider the ordinance on first reading. Council Member Hagan seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Graham moved to approve the ordinance. Council Member Pozel seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11647.

H. **ORDINANCE APPROVING A 911 CO-LOCATION AGREEMENT BETWEEN THE CITY OF LIBERTY, CITY OF GLADSTONE, MO AND CLAY COUNTY SHERIFF'S DEPARTMENT FOR THE CO-LOCATION OF PUBLIC SAFETY ANSWERING POINTS**

This 911 Co-Location Agreement between the City of Liberty, the City of Gladstone, and Clay County Sheriff's Department addresses each party's financial responsibilities for purchasing and maintaining ongoing shared capital equipment, facility maintenance, and monthly utility expenses for the co-location of public safety answering points.

As part of this Agreement, the City of Liberty and Clay County Sheriff's Department agree to allocate up to \$150,000 each in American Rescue Plan Funds (ARPA) from each respective agency's ARPA funds for any additional co-location center initial set-

up costs related to the purchase of computers, monitors, chairs, etc. The \$1,000,000 in Clay County ARPA funds obtained by the City of Gladstone for the co-located dispatch center are being utilized for the dispatch center remodel and capital equipment such as fiber installation, UPS units, dispatch consoles, voice recorder, and the new SAR.

Document No. 9473 was read.

Action: Council Member Watt moved to waive the rules and consider the ordinance on first reading. Council Member Gentrup seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Jenness seconded the motion.

Vote: Motion passed 6-0-1

Yes: Council Members Jenness, Pozel, Hagan, Watt, Duncan and Gentrup

No: None

Abstain: Council Member Graham

Approved by the Chair and inscribed in Ordinance No. 11648.

X. OTHER BUSINESS

A. FAIRVIEW CEMETERY / BLOCK 174

Dwayne Holtzclaw, 113 Kevin St., Excelsior Springs, told Council to stop trying to take his family's grave marker.

Sharon Fiene, 457 Franklin, stated that members of the DAR and SAR that support the lawsuit should be careful, they could be next.

Gieselle Fest, 1407 Lynette, pointed out the same names on the monument are listed on the Vivion Road memorial, stop the lawsuit.

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 9:21 p.m.

Mayor

Attest:

Deputy City Clerk



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-263

Department: Planning & Development

Submitted By: Jeanine Thill, Community
Development Manager

Subject: RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR
EXTERIOR IMPROVEMENTS TO A RESIDENTIAL STRUCTURE AT 102 N MORSE
AVE, DOUGHERTY HISTORIC DISTRICT (HDRC CASE 22-013D) A 353 TAX
ABATEMENT PROJECT.

Summary:

- Applications for a Certificate of Appropriateness for exterior improvements made as a result of financial incentives provided by the City must be reviewed by the HDRC and forwarded to the City Council with a recommendation.

Background:

The homeowner is planning to take advantage of the City's Chapter 353 Tax Abatement program for exterior improvements at 102 N. Morse Ave, Dougherty Historic District.

Previous Action (if applicable):

HDRC met on October 18, 2022 and is recommending approval for a Certificate of Appropriateness.

Approved by The Liberty Municipal Redevelopment Corporation Board on September 26, 2022.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: HDRC	Completed/Recommended: 10.18.22

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Excerpt 10.18.22 HDRC 102 N Morse 353
2. Revised staff report and exhibits 102 N Morse 353
3. HDRC 22-013D_RESOLUTION 102 N Morse Ave

LIBERTY HISTORIC DISTRICT REVIEW COMMISSION

Meeting Excerpt

October 18, 2022

5:30 p.m.

Third Floor Conference Room

Current Business

HDRC Case #22-013D Consideration of a Certificate of Appropriateness for front porch alterations and replacement of siding, walkway, stairs and foundation of the garage at 102 N Morse Ave, Dougherty District, a 353 project:

- Commissioner Drottz asked for clarification on the balustrade drawing in Exhibit D
- The distance between the rails is shown at 5 inches, but 4 inches is the max. Commissioner Drottz said a 4-inch sphere cannot pass through, per code.
- The applicant said everything in here is based on the previous dimensions. They are willing to make any changes necessary.
- Vice Chairman Carr said on repair of the stairs, they are too tall for standard steps. The max is 7 ¾ max per code maximum rise. Mr. Gray said their plan is to reduce the steepness of the stairs. Commissioner Drottz said the best is 7-11 the applicant will ask the contractor to build accordingly.
- Vice Chairman Carr commented that the other part that needs to be clear is using the beadboard panels, they are 4x8. There will be a seam if the distance is more than 8 feet. The applicant said they are considering the beadboard.
- Vice Chairman Carr said the cost may be a bit more but well worth it. Azek is a PVC product that would be appropriate.
- Commissioner Drottz said they are doing composite on all of their restoration work in Brookside and it is an appropriate material. Vice Chair Carr said Azek offers the beadboard and is a leader in the industry.
- Chairman Grundy asked for clarification on the design of the stairs and if it will be like in-kind. Mr. Gray said it will be done with brick and will look just like it does currently, they are just fixing the rise and run. Mr. Gray added they will have a metal handrail to go into the stairs. For the stairs he will send a blueprint. They plan to increase the run to 16 inches by adding 6 inches.
- Commissioner Drottz said that would be an improvement, as they are currently very steep. Steel or wrought iron would be appropriate. Austin Iron Works is a resource. Mr. Gray said that they haven't found anyone to fabricate it. Commissioner Drottz commented that if they go to Metal by the Foot they can make it and they will have a good selection in stock. Code would just require the handrail on one side. The hand rail detail will be submitted by the applicant at a later date.
- Staff will integrate the drawing as Exhibit H. Mr. Gray said if they uncover the original stone stairs they would like to take the stairs back to what was originally there.
- Vice Chairman Carr asked for clarification on the garage foundation work. Mr. Gray said that there is a large crack in the garage foundation that is at about an 80-degree angle. They plan to take the tree out and dig a trench. He is trusting a contractor on this repair. After that repair work is done, they should be able to hang the doors with the original hardware.

A motion was made by Commissioner Drottz to approve the application for HDRC Case 22-013D as it meets the UDO requirements with the addition of Exhibit H and addition of an option

A and B on the exterior masonry stair repair. Option A: replacing the brick like in-kind, or Option B: restoring the original stairs if found during excavation. Also approving a metal handrail with the design details to be submitted for approval at a later date. The motion was seconded by Commissioner Chelton. The motion passed 6-0-0.



HDRC Case No. 22-013D

Staff: Jeanine Thill, Community Development Manager

HDRC Meeting Date: October 18, 2022

GENERAL INFORMATION

Application: Certificate of Appropriateness for new front porch columns, balustrade, and porch ceiling. Like in kind replacement of the siding, walkway and garage.
A 353 Project

Applicant: Alexander Gray

Location: 102 N. Morse

District: Dougherty Historic District

NRHP Status/category: Contributing

File Date: October 5, 2022

SPECIFIC INFORMATION**SITE HISTORY**

Typical of Queen Ann Style, this house features a highly irregular roofline, consisting of deeply pitched gables, bellcast hip (porch) and conical. Also typical of Queen Anne are the many devices used to avoid a smooth surface, such as the round tower, bay windows, shingling on the gable ends, etc. The windows also vary from all sizes and types. The front attic features a Palladian window. The right side of the house features a one-story curved bay. The paneled front door with stained glass light may be a later addition. The left fireplace features a tall chimney stack.

PROJECT DESCRIPTION

The applicant decided to apply for a 353 Tax abatement for this project. The following scope of work was previously approved by HDRC Case #22-003D on February 15, 2022:

Replace the front porch columns to stabilize, remove existing and replace with 8 ft X 96 inch pine columns. The balustrade will be rebuilt and the front porch ceiling to be replaced with ply wood panel bead board.

The east facing stairs are unchanged, the south facing stairs were removed to access the deck supports, but will be rebuilt with the original dimensions. Both sets of stairs will be getting new railings, with the same dimensions of the deck railings.

A new ceiling fan will also be installed.

Front Porch Balustrade: 29" tall, 5" between each spindle. Top and bottom rails 2" X 4" beveled. See Drawings Exhibit D & E

Front Porch Columns: 95" decorative column. Remove existing 3 columns, replacing them with 3 pine wood columns (see exhibit E), spacing 70" apart.

Added to the scope of work since the previously approved application:

Front Porch Ceiling: The vinyl porch ceiling was removed. The applicant is proposing to install plywood panel bead board ceiling (see exhibit E)

Siding Replacement as needed: Red Cedar Bevel siding will be cut down to 4.5" to match existing (see exhibit F)

Garage: Like in-kind foundation repairs (see exhibit G for existing conditions)

Links to proposed materials:

Link to Columns:

https://www.lowes.com/pd/Turncraft-96-in-x-8-ft-Primed-Pine-Square-Column/1000443321?cm_mmc=shp_-c_-prd_-mlw_-ggl_-LIA_MLW_122_Mouldings-Specialty-Millwork_-1000443321_-local_-0_-0&ds_rl=1286981&qbraid=0AAAAAD2B2W9qM0EO9-Wn9Gw32GEzOK-z4&qclid=EALaQobChMI4fG4pgLI9QIVoBvUAR0ucgPREAQYASABEqJ78fD_BwE&qclsrc=aw.ds

Link to Hand Rails:

https://www.lowes.com/pd/Severe-Weather-Common-2-in-x-4-in-x-6-ft-Actual-1-375-in-x-3-38-in-x-6-ft-Pressure-Treated-Deck-Handrail/1001156226?cm_mmc=shp_-c_-prd_-lum_-ggl_-LIA_LUM_162_Treated-Lumber-And-Decking-Components_-1001156226_-local_-0_-0&qbraid=0AAAAAD2B2W_nVjstOpQ2SiXf7dU14AMTz&qclid=EALaQobChMI3_6u3aLI9QIV1RXUAR2dmQ1CEAQYBCABEqLVlVd_BwE&qclsrc=aw.ds

Link to Spindle:

<https://www.menards.com/main/building-materials/decking-deck-products/exterior-railings-gates/wood-railing/ac2-reg-3-x-3-x-36-green-pressure-treated-colonial-spindle/1113501/p-1530080945419.htm>

Link to Plywood Bead Board:

<https://www.lowes.com/pd/Plytanium-Ply-Bead-Natural-Syp-Plywood-Panel-Siding-Common-0-3437-in-x-48-in-x-96-in-Actual-0-322-in-x-47-875-in-x-95-875-in/3030647>

ANALYSIS

Unified Development Ordinance ("UDO") - The Unified Development Ordinance outlines design principles that have been adopted for all historic districts and landmarks in the City of Liberty.

Design Guidelines ("DG") - Design Guidelines were established to give the HDRC general guidance in making subjective preservation choices in accordance with accepted best practices and the Secretary of the Interior standards for historic preservation.

<i>DG: Sec. 30-72. District HP, design principles.</i>	<i>Staff Analysis</i>
8. <u>Porches</u> : Porches, porticos, stoops, entryways, loading docks, decks, and exterior stairways shall be of a scale, design, material, and color that complement the existing façade and its individual elements.	Portions of the front porch do not appear to be original to the home. The proposed alterations and materials are appropriate.

5. Exterior Walls: UDO Design Principle: A structure's original walls, including masonry, siding, sheathing materials and exposed foundations shall be maintained and preserved. Walls, siding and sheathing materials that may not be original but have acquired significance by virtue of age or craftsmanship shall also be maintained and preserved. These walls, siding and sheathing materials shall not be altered, covered or disguised by new building materials unless it is no longer feasible to maintain the significant materials. Masonry shall not be painted or stuccoed unless it is no longer feasible to maintain the significant materials. Restoration of original walls, siding and sheathing materials is encouraged. Removal of false facades that cover or disguise original walls and materials is encouraged.

Like in-kind replacement of the siding of the home is appropriate. Like in-kind repairs to the stairs, walkways and the garage foundation are also appropriate.

STAFF RECOMMENDATION

The application meets the standards for review and guidelines; therefore, staff recommends approval of HDRC case #22-013D, a proposed 353 project.

ATTACHMENTS

1. Exhibit A: Vicinity Map
2. Exhibit B: Inventory Data Sheet
3. Exhibit C: Existing Conditions
4. Exhibit D: Drawings
5. Exhibit E: Proposed new Materials; columns, bead board and balustrade
6. Exhibit F: Siding
7. Exhibit G: Garage & Walkway Existing Conditions





Existing Conditions
Exhibit C

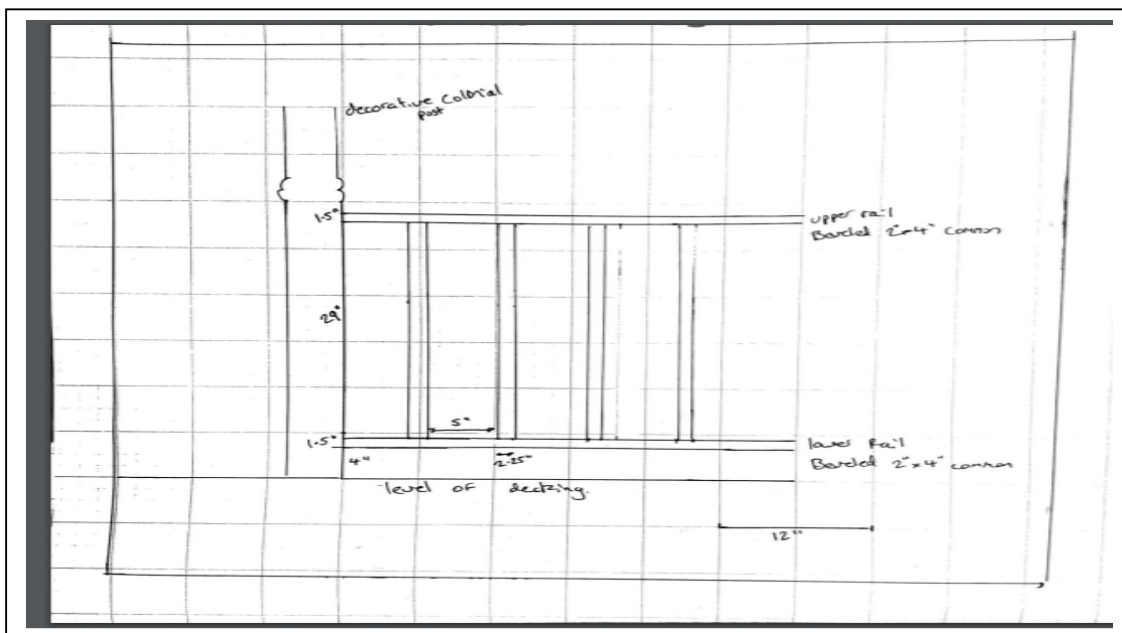
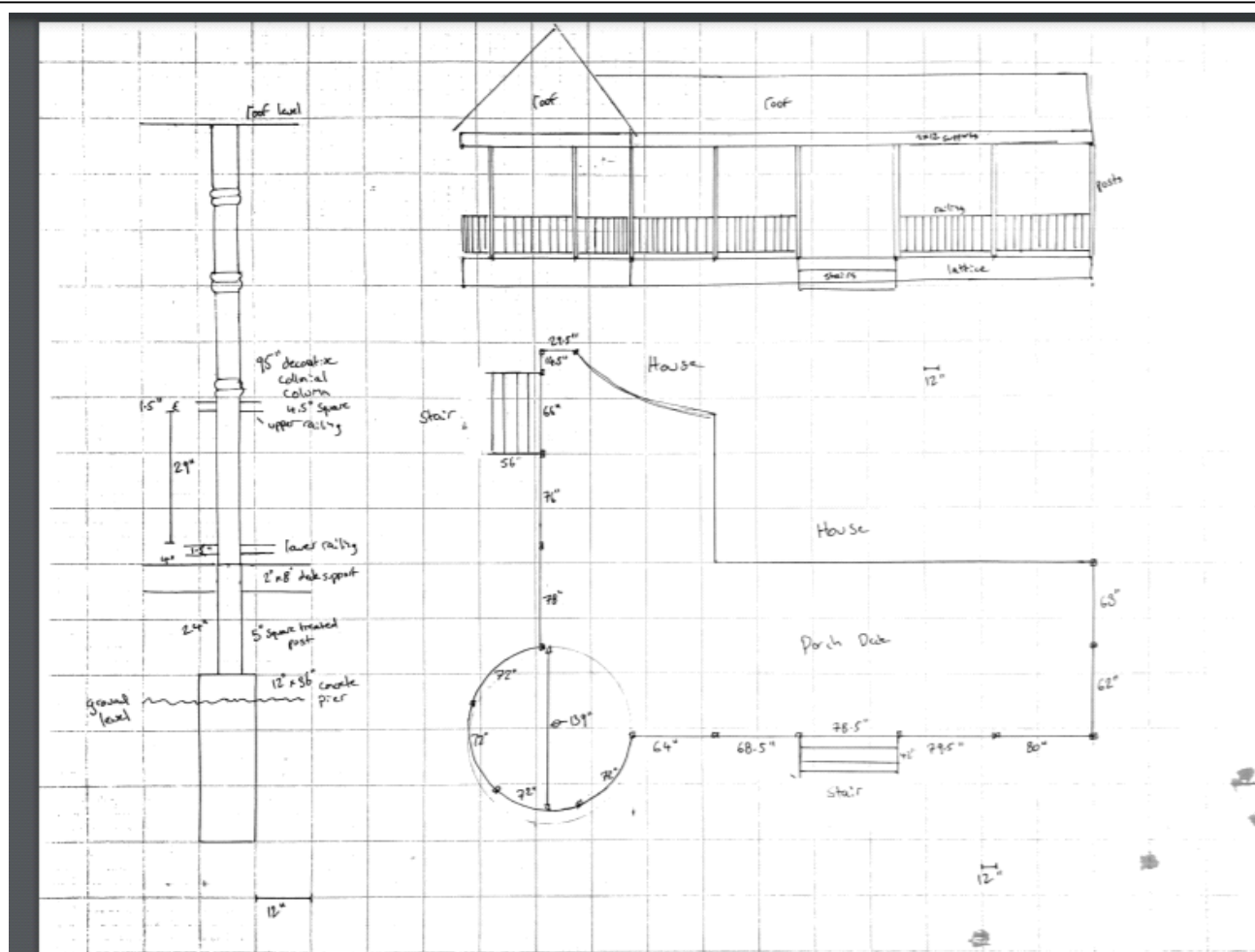
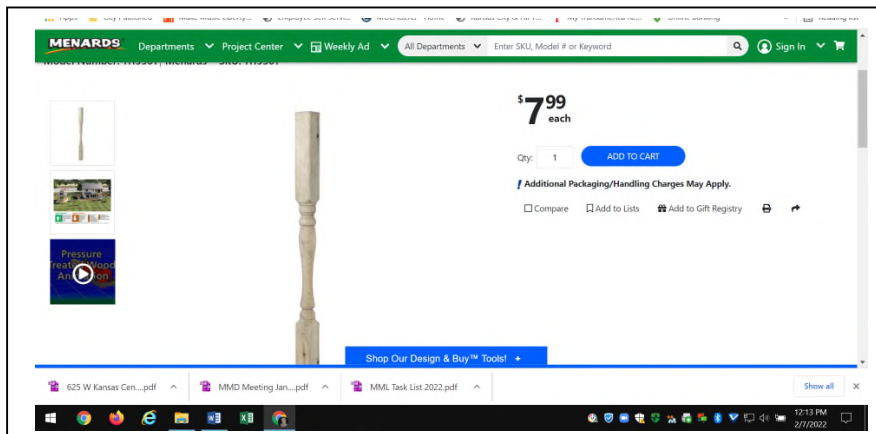
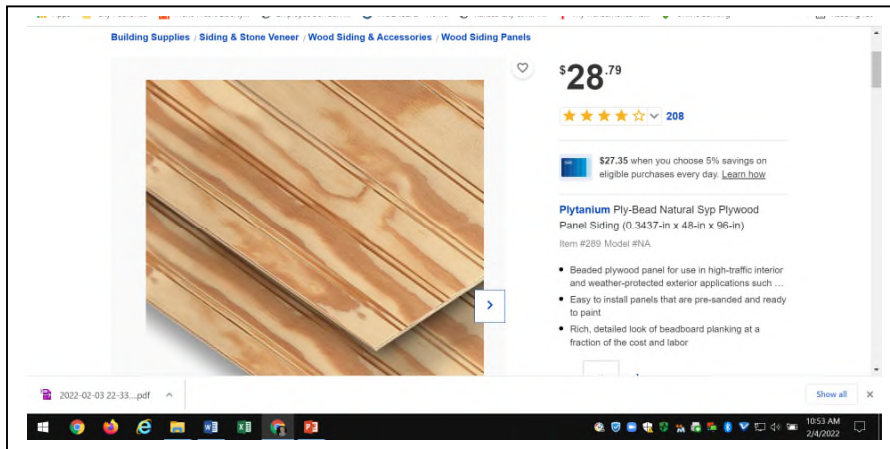
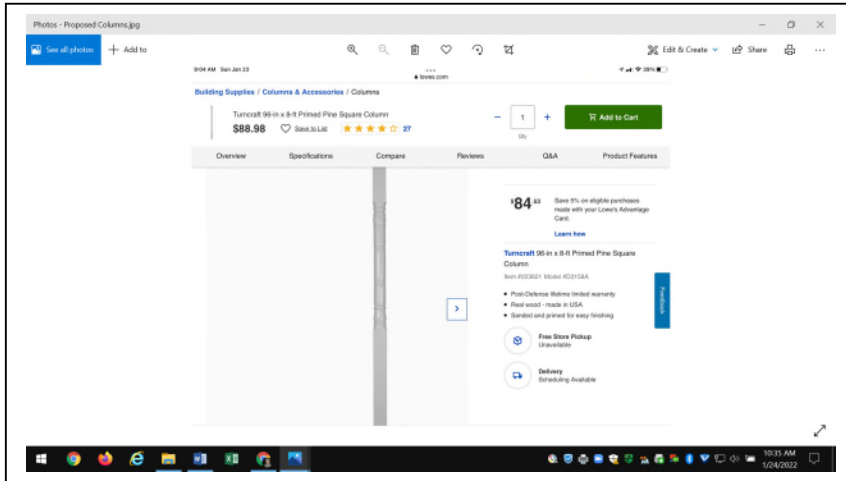
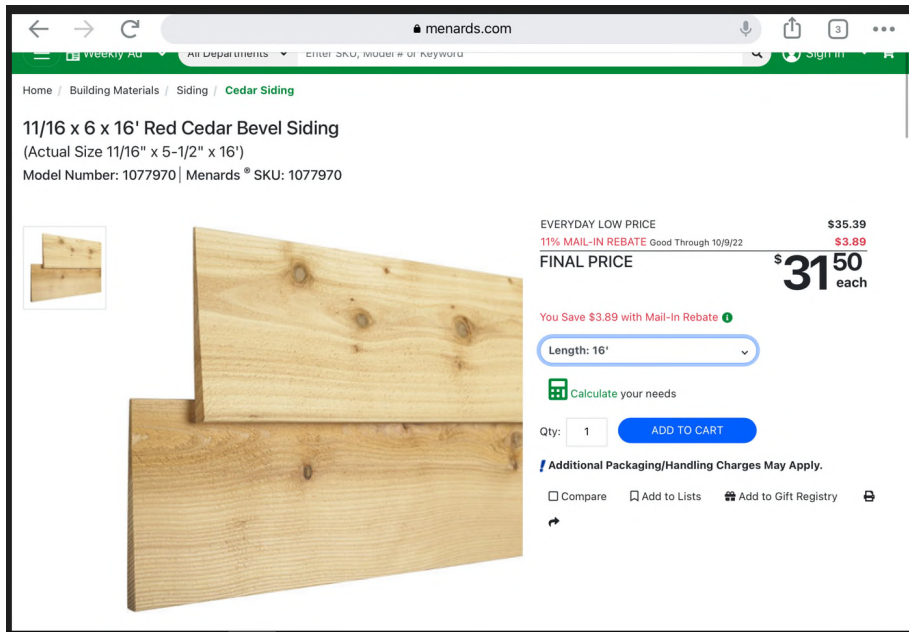


Exhibit D
Drawings

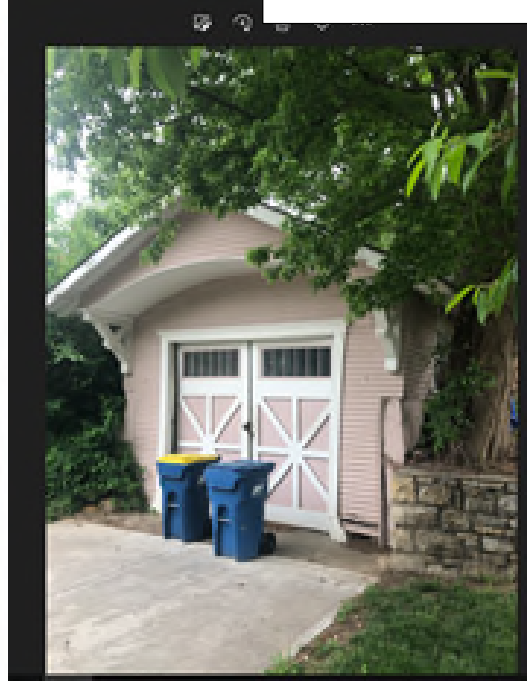


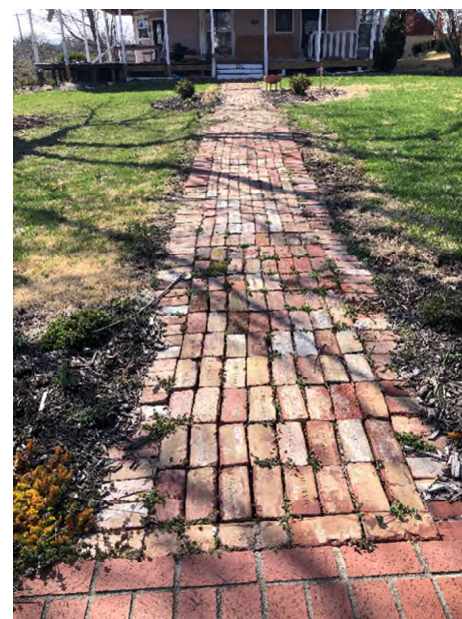
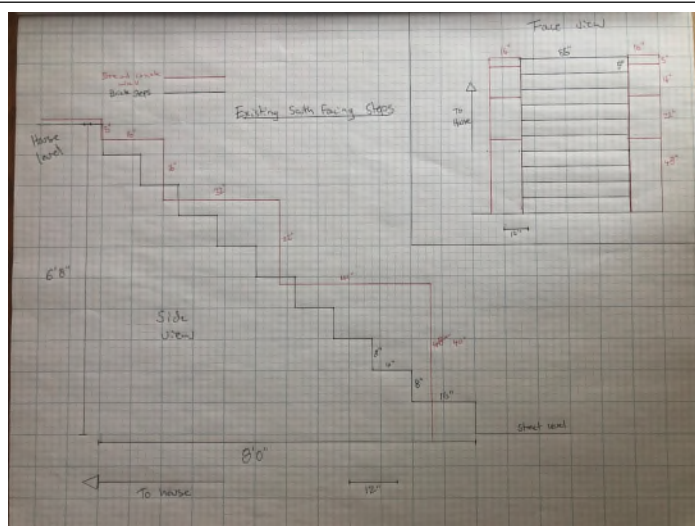
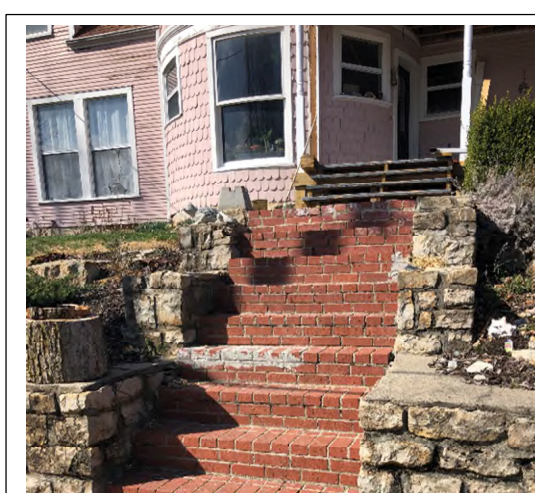
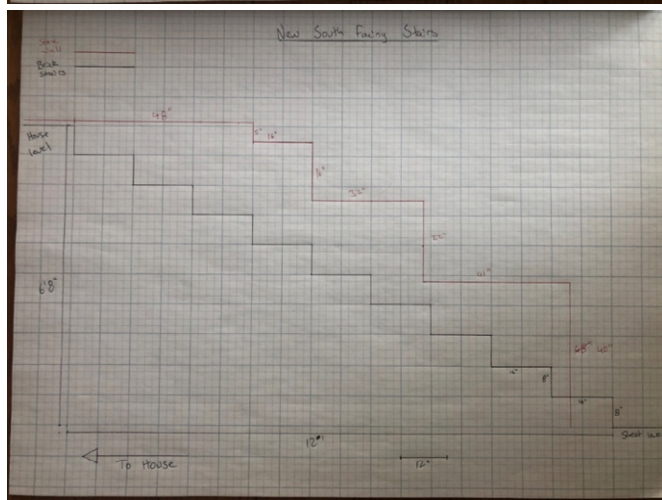
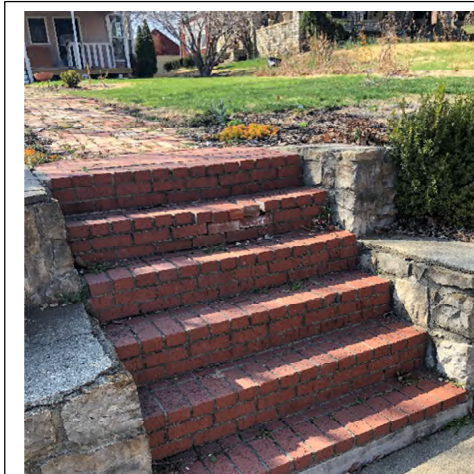
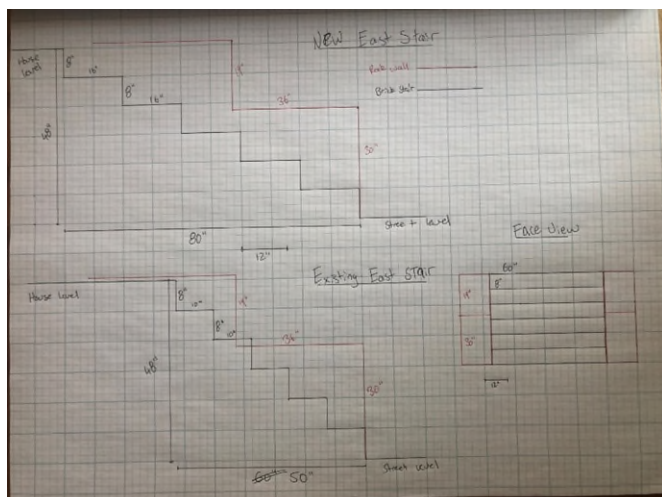
AC2® 3 x 3 x 36 Green Pressure
Treated Colonial Spindle
(Actual Size 2-1/4" x 2-1/4"
x 36")
Model
Number: 1113501 Menards® SK



Existing Conditions Stairs & Garage

102 N. Morse





RESOLUTION NO. _____

A RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR
IMPROVEMENTS AT
102 N. MORSE AVE
DOUGHERTY HISTORIC DISTRICT

WHEREAS, applications for a certificate of appropriateness for exterior alterations made as a result of financial incentives provided by the city must be reviewed by the HDRC and forwarded to the council with a recommendation; and

WHEREAS, a decision of the Historic District Review Commission to approve a certificate of appropriateness for exterior improvements at 102 N. Morse Ave, Dougherty Historic District, has been duly and properly presented to the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a certificate of appropriateness for exterior improvements at 102 N. Morse Ave., Dougherty Historic District, is hereby granted, according to the design specifications in the application for a certificate of appropriateness on file in the Department of Planning and Development and available for review as required by law.

BE IT FURTHER RESOLVED that said dwelling shall be in full compliance with all applicable standards and requirements as set forth in the City Code of the City of Liberty, Missouri.

PASSED by the City Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Meeting Date: November 14, 2022

A/R No.: 2022-286

Department: Public Works

Submitted By: John Findlay, City Engineer

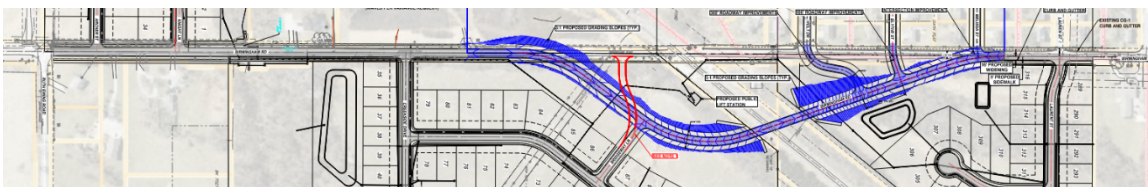
Subject: RESOLUTION APPROVING TASK ORDER #7 WITH HDR ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$99,210.00

Summary:

- The proposed Whitehorse residential subdivision allows for the opportunity to remove an at-grade Canadian Pacific Railroad street crossing on Birmingham Road.
- Task Order #7 with on-call professional engineer, HDR Engineering, has been negotiated for capital funding planning and the preliminary design of a flyover bridge and Birmingham Road realignment to remove the at-grade railroad street crossing.
- Recommend approval of a resolution approving Task Order #7.

Background:

The proposed Whitehorse residential development requires full street improvements to Birmingham Road from Ruth Ewing Road to Lauren Street. Since there is an existing at-grade railroad crossing at Birmingham Road approximately 400 feet south of Holt Drive, the City is requiring re-alignment of approximately 2,250 feet of Birmingham Road to allow for a future flyover bridge over the existing railroad approximately 420 feet northeast of the existing crossing.



Preliminary Concept – Birmingham Road Realignment and Flyover Railroad Bridge over CP Railroad as Prepared by AGC Engineers (North is to the right)

The proposed realignment and flyover bridge allows for the removal of the existing at-grade street crossing providing positive benefits to the City of Liberty, Canadian Pacific Railroad, and the developer. The existing railroad corridor currently has two railway lines that see multiple trips per day which requires trains to blast their horns in the vicinity of the existing street crossing. This realignment and flyover bridge will greatly improve safety through removing the street crossing, stabilize City emergency response times, and eliminate the need for train horn blasts through the neighboring residential neighborhoods.

The City intends to partner with the developer and Canadian Pacific Railroad to pursue funding opportunities through federal grant programs focused on removing railroad street intersections. A development agreement is being drafted that will include a

\$100K contribution by the developer toward the bridge and realignment design and/or construction as well ensuring dedication of necessary right of way. The railroad has provided a letter of support including intent to contribute \$250K toward the project. The remaining cost of design and construction will be covered by potential federal grant funding and budgeting future City Capital and Transportation Sales Tax funds.

The City will utilize on-call engineering consultant, HDR, Inc., to assist in preparing the preliminary and final designs of the re-alignment and flyover bridge and assist in identifying and applying for federal grant funding. This is estimated to be a four to five-year process to produce preliminary design, apply for grant funding, produce final plans, and construct the flyover bridge and corresponding realignment of Birmingham Road.

The current alignment of Birmingham Road and the at-grade crossing will need to remain in service until the bridge and corresponding street re-alignment is constructed. The developer's engineer, AGC, and the City's consultant engineer, HDR, will coordinate their design efforts to ensure continuity between projects.

Total costs of design and construction are unknown at this time as only preliminary concepts have been developed. The City has negotiated on-call contract Task Order #7 in the amount of \$90,210.00 with HDR Engineering for capital funding workshops to identify grant funding opportunities and to produce preliminary designs sufficient to include in grant funding applications. Future task orders will be presented to City Council for consideration for grant application work and final design of the flyover bridge and Birmingham Road realignment.

Staff recommends approval of a resolution approving Task Order #7 with the on-call engineering consultant, HDR Engineering in the amount of \$90,210.00 for capital funding workshops to identify grant funding opportunities and to produce preliminary designs.

Previous Action (if applicable):

N/A

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Ruled as Meets Voter Intent at October 2022 meeting
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item: 52.75.607.14.5501	Amount: \$90,210.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	

	Funding Source:	Amount:
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Attachments:

1. Grant Funding Support_Task Order 07 10.12.2022

Task Order

Task Order No. 07
consisting of 8 pages.

In accordance with Section 4 of the Agreement for On-Call Professional Engineering Services between Owner and Engineer, dated February 26, 2018 ("Agreement"), Owner and Engineer agrees as follows:

1. Specific Project Data

- a. Title: Capital Funding Development Support & Birmingham Road Grade Separation
- b. Description: The City of Liberty desires assistance identifying available grant and loan opportunities to supplement City funding for Capital Improvement Projects. HDR will support these efforts by providing staff knowledgeable in select grant and loan programs available through the Bipartisan Infrastructure Law (BIL), the Missouri Department of Transportation, the Missouri ARPA funds, state revolving funds, and/or other available sources relating to outside funding available for capital improvements. This scope is shown in Task 2. The City has also asked for a Birmingham Road Railroad Crossing Concept Study and that is shown in Task 3.

2. Services of Engineer

Task 1 – Project Management Services

HDR will perform project management and administration activities including initial project set up, internal project controls and monitoring, and monthly invoice preparation and close out. A Quality Management Plan as well as quality control and assurance activities will be provided under this task. Invoicing will occur monthly. The length of this initial work order is for 1 year from the date of notice to proceed and the maximum value is as noted below.

Deliverables:

- Project coordination, monthly invoicing, and Quality Management Plan/QA activities

Task 2 – Capital Funding Planning Workshops

Over the course of the 1-year schedule, HDR will participate in four (4) 2-hour workshops, on a quarterly basis, with the City of Liberty, MO (City) to review select grant and loan programs available through the Bipartisan Infrastructure Law (BIL), the Missouri Department of Transportation, the Missouri ARPA funds, state revolving funds, and/or other available sources relating to outside funding available for capital improvements. The workshop will review the known details of applicable grant and funding programs that the City is eligible to apply for and are applicable to the City. Potential projects that the City wants to apply a grant/funding program towards will be reviewed against expected criteria. The City will collaborate with staff from various departments to identify potential projects that match funding opportunities. This may include traditional projects listed in a City Improvement Plan or opportunities not previously considered, including transportation, water resource, broadband, and other project types.

HDR will assist the City in identifying deadlines and application requirements and provide input on the competitiveness of various grant programs. Best practices that will help the City prepare for a particular grant/funding program will be discussed. A result of the workshop will be a gameplan with milestones that the City can follow to improve their success garnering awards.

The hours associated with this task shall not exceed 150 hours without prior approval from the City. In no instance shall the cumulative fee for all work under this contract exceed the maximum value of the contract.

Deliverables:

- Workshop agenda and presentation materials summarizing grant/funding programs and strategies
- Funding program gameplan for the City to follow moving forward

Task 3 – Birmingham Road Railroad Crossing

The Birmingham Road Railroad Crossing Concept Study will evaluate up to two vertical and horizontal alignment alternatives to provide a grade separation structure on Birmingham Road over the CP railroad tracks south of Holt Drive. The study area will extend from Creekside Drive north to Laurent Street and far enough west to address the tie in of side streets that connect to Birmingham Road. The project will be managed by City of Liberty with potential interaction with the railroad.

Study Requirements

HDR will design the Project in conformity with the City of Liberty, State of Missouri, and federal design criteria appropriate for the Project in accordance with the current versions of the following: Liberty Design and Construction Standards, MoDOT Design Manual and EPG, Manual on Uniform Traffic Control Devices (MUTCD), and the Standard Specifications any existing Special Provisions for MoDOT along with and the CP Grade Separation Guidelines. The more restrictive of the current versions of the City Design Standards and the MoDOT Design Criteria shall control if conflicts exist.

Detailed Scope

Task 3A - Data Collection and meetings

- A. Gather GIS and AIMS mapping as needed. City of Liberty to provide information from developer's Engineer (AGC Engineers) in PDF and DGN format. AGC to provide DGN/CAD files and any survey.
- B. Attend kickoff meeting to discuss project objectives, confirm criteria (street cross-section, design speeds, etc.), and understand conceptual layout expectations.
- C. Prepare one progress summary prior to the draft report and one potential "check-in" WebEx call.

Task 3B - Conceptual Alignment Alternatives

- A. Develop conceptual plan and profile drawings using AIMS mapping and DGN survey files provided by AGC Engineering and City of Liberty with the recommended typical section for up to two alternatives, considering the following elements at a minimum:
- a. Birmingham Road as a 28' wide two-lane road with curb and gutter (C/G).
Allow for left turn lanes as needed (assume 64' R/W to allow for turn lane and sidewalks).
 - b. Side roads that tie to Birmingham assume 22' wide with C/G.
 - c. Birmingham Road overpass over CP railroad.
 - d. Vertical and horizontal alignments are to evaluate impacted roadways including Birmingham Road, Creekside Dr., Bridgeway Ln., Holt Dr., Blythe St., Melissa St. and Laurent St.
 - e. Review traffic needs at intersection of Birmingham and Holt Dr. due to proximity of school as well as other intersecting streets that tie into Birmingham Road within the project limits.
 - f. Residential development likely to occur east of the proposed improvements. HDR to use the AGC Engineering plans for the preliminary plats. Will review existing cell tower conflicts and potential sanitary sewer impacts with the conceptual review
 - g. Floodplain impacts are assumed to be minimal. They will not be reviewed.
 - h. Stormwater management shall be analyzed and a concept level to allow for cost analysis.
 - i. Design speed options for Birmingham and side roads will be determined at the kick-off meeting.

Task 3C - Alternatives Analysis

- A. Develop preliminary construction limits and Engineer's opinion of probable construction costs for each alternative.
- B. Identify data and technical gaps/limitations that could impact the alternatives.
- C. Develop a list of advantages/disadvantages for each alternative, including overall traffic flow, constructability, feasibility, permitting, construction traffic impacts, and cost.

Task 3D - Prepare Summary Report

- A. Meet with the City project team to discuss the draft results.
- B. Provide draft report to the City project team for review.
- C. Address comments and submit final report.

Project Conditions, Assumptions and exclusions

- No enclosed storm sewer analysis is included in this scope.
- New bridge on Birmingham will span the RR ROW.
- Any Floodplain improvements are not part of this scope
- No RCB or special drainage structure design included.

Task Order

Task Order No. 07
consisting of 8 pages.

- No traffic models will be created or utilized, nor will any counts be conducted. Traffic review will be based solely on the assumed roadway and lane number assumptions provided by the City. Assumptions will be reviewed at kick off meeting.
- Intersections to be laid out at concept and geometric level.
- Traffic modeling/analysis is considered out of scope but can be added by supplement.
- Scope does not include design of traffic signals, signing, street lighting, communication fiber, or detailed pavement marking.
- Grade separation bridge layout will assume one steel girder span alternative and one concrete girder span alternative
- Grade separation will have piers located to allow bridge to span the CP ROW (Unless modified by client at kick off meeting).
- Bridge will assume sidewalks are carried across the bridge. Even if sidewalks are omitted from roadway typical section (Will review at kick off meeting), they will be taken across the grade separation.
- Bridge grade will be based on current PROWAG requirements (5% or 6% max grade to be reviewed at kick off meeting).
- Grade separation concept will follow CP guidelines for clearances and fencing required.
- No CP review included as part of the scope.
- Bridge costs will be based on a per SF assumed cost agreed upon at the kickoff meeting. No in-depth quantities or cost estimates will be utilized on the grade separation.
- Roadway alternatives limited to 2 options. One option will assume a “near” on alignment for Birmingham Road and the other option would be similar to the AGC Engineering option provided to HDR. The alternatives will be discussed at the kickoff meeting and a maximum of two will be carried forward for review.
- There will be no survey as part of this project.
- AIMS data and existing roadway plans provided by the City team will be utilized to determine curve information and vertical datum.
- Alternatives to assume Birmingham Road to become the main through movement. Other streets to tie into Clare Road.
- Assumes no retaining wall design or plans. Layout for cost estimates only required at this concept stage.
- Only simplified roadway models and typical sections will be utilized. Modeling will be limited to detail to determine ROW impacts and provide data for concept for the City to determine ROW cost estimates.
- ROW impacts only noted by area impacted.
- No environmental or permitting is included as part of this scope.
- No utility review or impacts to be considered with this concept study by HDR. City project team will provide utility conflicts or a cost/percentage to include in the estimate

Task Order

- Utility relocation or Utility coordination is not part of this scope.

Deliverables:

- Draft results, Cost estimate and Report.
- Final Conceptual Report and updated cost estimate

3. Owner’s Responsibilities

The City project team will make the following Information available for the project:

- Current aerial photography and any AIMS GIS datasets.
- Recent plats and pertinent right-of-way and easement data that may not be reflected in AIMS.
- Proposed development plan for the land east of the project site.
PDF and CAD/DGN files from AGC Engineering for any developed concepts for the Birmingham Road and the overpass.

4. Times for Rendering Services

Anticipated schedule is as follows:

NTP:	Nov. 18 (Assumed)
Capital Funding Planning Workshop #1:	within 1 month of NTP
Capital Funding Planning Workshop #2, #3, and #4:	Quarterly basis after Workshop #1
Kickoff meeting for grade separation (Task 3):	Dec. 1, 2022
Traffic Analysis:	Dec 2022/Jan 2023
Grade Sep Draft results, cost estimate and Draft Report:	Feb 2022
Grade Sep Final Conceptual Report and Estimate:	April 2022

5. Payments to Engineer

- a. Owner shall pay Engineer for services rendered as outlined in **Exhibit E** attached.
- b. The terms of payment are set forth in Section 5 of the Agreement and in Exhibit B.
- c. Reimbursable Expenses: Include printing charges, local travel charges, and conference call charges.

6. Consultant (s) (including subs):

- a. All services to be performed by HDR.

7. Other Modifications to Agreement:

8. Attachments: Exhibit E – Task 007 Scope and Fee Spreadsheet

Task Order

Task Order No. 07
consisting of 8 pages.

-
- 9. Documents Incorporated by Reference:** Agreement for On-Call Professional Engineering Services dated February 26, 2018. This includes all Attachments to that Agreement (Exhibit A – Exhibit F inclusive).

- 10. Ordinance or Resolution (if applicable):**

Terms and Conditions: Execution of the Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of the Task Order is _____.

OWNER:

ENGINEER

By: City of Liberty

HDR Engineering, Inc.

Name: _____

Name: 
Joseph Drimmel (Oct 12, 2022 15:02 CDT)

Joseph E. Drimmel

Title: _____

Title: Senior Vice President

Engineer License or Firm's
Certificate No.

State of: 000856

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: _____

Name: Chad D Hall

Title: _____

Title: Project Manager

Address: _____

Address: 10450 Holmes Road, Suite 600
Kansas City, MO 64131

E-Mail
Address: _____

E-Mail
Address: chad.hall@hdrinc.com

Phone: _____

Phone: O: 816-360-2731, D: 816-522-4685

Fax: _____

Fax: _____

TASK ORDER 7 - CAPITAL FUNDING DEVELOPMENT SUPPORT & BIRMINGHAM ROAD GRADE SEPARATION CONCEPTUAL DESIGN
City of Liberty, MO - On Call Engineering Services
10/7/2022

Exhibit E - Scope & Fee

HDR Fee Proposal - City of Liberty, MO Capital Funding Support On-Call (and grade Separation)																		
ASSIGNED PERSONNEL (tent.)	Aaron Bresette	Chad Hall	Taylor McHenry	Marissa Witkowski-Birtz	Lynn Machado	Renee Spiers	Shannon McCauley	David Carani	Lacey Hirschvogel	Matt Voltz	Michele Myers	Michael Brink	Jason Haynes	Taylor Smith	Madison Gehl	Andrew Foerester		
CONTRACT CATEGORY TITLE	Sr. Tech. Specialist (Proj. Principal)	Sr. Project Manager III	Engineer IV (Transportation)	Tech. Specialist (Sr. Economist)	Project Assist. (Project Admin.)	Project Accountant II	Tech. Specialist (Sr. Rail Advisor)	Engineer VI (Water)	Env. Scientist II (Utility Specialist)	Sr. Tech. Specialist (Sr. Advisor)	CAD/GIS Tech III (Graphics Support)	Sr. Tech. Specialist (Water)	Engineer VI (Sr. Traffic)	Engineer VI (Sr. Roadway)	Engineer III (Roadway)	Engineer III (Bridge)	TOTAL	
CONTRACT RATES	\$280.00	\$280.00	\$170.00	\$250.00	\$95.00	\$115.00	\$280.00	\$230.00	\$175.00	\$280.00	\$130.00	\$280.00	\$230.00	\$230.00	\$150.00	\$150.00		
Task 1 - Project Management and Admin.	2	24			6	12				8							52	
	\$560.00	\$6,720.00	\$0.00	\$0.00	\$570.00	\$1,380.00	\$0.00	\$0.00	\$0.00	\$2,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,470	
Task 2 - Capital Funding Workshops (4)	2	12	32	8			8	8	8	32		32					142	
	\$560.00	\$3,360.00	\$5,440.00	\$2,000.00	\$0.00	\$0.00	\$2,240.00	\$1,840.00	\$1,400.00	\$8,960.00	\$0.00	\$8,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,760	
Task 3 - Grade Separation		12					8						20	36	130	40	246	
	\$0.00	\$3,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,600.00	\$8,280.00	\$19,500.00	\$6,000.00	\$43,980	
SUBTOTAL	4	48	32	8	6	12	16	8	8	40		32	20	36	130	40	440	
	\$1,120.00	\$13,440.00	\$5,440.00	\$2,000.00	\$570.00	\$1,380.00	\$4,480.00	\$1,840.00	\$1,400.00	\$11,200.00	\$0.00	\$8,960.00	\$4,600.00	\$8,280.00	\$19,500.00	\$6,000.00	\$90,210.00	
PROJECT TOTAL																	\$90,210.00	

OCTOBER 21st CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
A T & T MOBILITY 008295								
179325	10/21/22	MOBILE PHONE SERVICE	43.88	036667	X10012022		P N W MOBILE PHONES	10.50.311.12.5453
179325	10/21/22	MOBILE PHONE SERVICE	56.70	036667	X10012022		P N W MOBILE PHONES	10.50.315.12.5453
179325	10/21/22	MOBILE PHONE SERVICE	97.94	036667	X10012022		P N W MOBILE PHONES	10.50.321.12.5453
179325	10/21/22	MOBILE PHONE SERVICE	100.94	036667	X10012022		P N W MOBILE PHONES	10.50.300.12.5453
179325	10/21/22	MOBILE PHONE SERVICE	711.28	036667	X10012022		P N W MOBILE PHONES	10.90.132.12.5453
			1,010.74	*CHECK TOTAL				
VENDOR TOTAL			1,010.74					
ALTERATIONS & CUSTOM SEW 005482								
179326	10/21/22	POL UNIFORMS	63.00	036607	2524B		P N W CLOTHING EXPENSE	10.40.500.38.5812
179326	10/21/22	POL UNIFORMS	258.75	036608	2636		P N W CLOTHING EXPENSE	10.40.500.38.5812
179326	10/21/22	POL UNIFORMS	193.00	036609	2798		P N W CLOTHING EXPENSE	10.40.500.38.5812
179326	10/21/22	POL UNIFORMS	301.50	036610	2716		P N W CLOTHING EXPENSE	10.40.500.38.5812
179326	10/21/22	POL UNIFORMS	68.00	036611	2753		P N W CLOTHING EXPENSE	10.40.500.38.5812
179326	10/21/22	POL UNIFORMS	79.99	036612	2801		P N W CLOTHING EXPENSE	10.40.500.38.5812
179326	10/21/22	POL UNIFORMS	132.00	036613	2704		P N W CLOTHING EXPENSE	10.40.500.38.5812
179326	10/21/22	POL UNIFORMS	206.00	036614	2797		P N W CLOTHING EXPENSE	10.40.500.38.5812
			1,302.24	*CHECK TOTAL				
VENDOR TOTAL			1,302.24					
AMEREN MISSOURI 007206								
1814	10/19/22	ELECTRIC SERVICE	64.70	036659	54334-08113		P - H ELECTRIC	90.70.801.12.5401
1814	10/19/22	ELECTRIC SERVICE	33.00	036660	29334-08115		P - H ELECTRICITY-STRE	10.70.225.12.5405
1814	10/19/22	ELECTRIC SERVICE	14.17	036661	48334-08115		P - H EMERGENCY MGT MA	10.50.300.14.5553
			111.87	*CHECK TOTAL				
VENDOR TOTAL			111.87					
AMERICAN DIGITAL SECURIT 004908								
179327	10/21/22	PKS ALARM MONITORING	587.40	036714	INV0004417		P - W BUILDING MAINTEN	60.60.420.14.5571
AMOR/NATHAN 006511								
179328	10/21/22	CCTR SWIM INSTR	135.00	036668	10/12-10/17		P N W PRIVATE SWIMMING	65.60.417.08.8125
BACKGROUND INVEST BUREAU 004179								
179329	10/21/22	PKS BACKGROUND CHECKS	112.05	036615	INV-06531		P - W RECREATION SUPPL	61.60.458.04.5004
179329	10/21/22	PKS BACKGROUND CHECKS	87.15	036615	INV-06531		P - W A/R REIMBURSEABL	10.1405
			199.20	*CHECK TOTAL				
VENDOR TOTAL			199.20					
BLACK & MCDONALD ELECTRI 006424								
179330	10/21/22	TRAFFIC SIGNAL MAINT	14,175.00	036715	76-1356927	210074	P - W TRAFFIC SIGNAL U	50.75.606.14.5626
BLUE VALLEY PUBLIC SAFET 004509								
179331	10/21/22	FIRE STORM SIREN RPR	1,748.12	036616	16793		P - W EMERGENCY MGT MA	10.50.300.14.5553
BOARD OF POLICE COMMISSI 000142								
179332	10/21/22	POL LAB EXAM	134.75	036617	10950		P - W MISCELLANEOUS FE	10.40.500.08.5399

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
BOUND TREE MEDICAL LLC 002300									
179333	10/21/22	FIRE EMS SUPPLIES	21.78		036669 84720887			P - W MEDICAL SUPPLIES	10.50.311.04.5003
179333	10/21/22	FIRE EMS SUPPLIES	2,376.87		036670 84722581			P - W MEDICAL SUPPLIES	10.50.311.04.5003
179333	10/21/22	FIRE EMS SUPPLIES	9.65		036671 64904299			P - W MEDICAL SUPPLIES	10.50.311.04.5003
179333	10/21/22	FIRE EMS SUPPLIES	217.44		036672 64913466			P - W MEDICAL SUPPLIES	10.50.311.04.5003
179333	10/21/22	FIRE EMS SUPPLIES	9.90		036673 64947214			P - W MEDICAL SUPPLIES	10.50.311.04.5003
179333	10/21/22	FIRE EMS SUPPLIES	2,355.09		036674 84715166			P - W MEDICAL SUPPLIES	10.50.311.04.5003
			4,990.73		*CHECK TOTAL				
		VENDOR TOTAL	4,990.73						
BUNDY/MARGARET .14191									
179334	10/21/22	CCTR REFUND DAY TRIP	54.00		036716 1689054			P - W SENIOR CENTER PR	10.70.3655
CHUNG HOSPITALITY .12166									
162117	10/19/22	VOIDED CHECK	608.82	CR	036662 354 0003 00 03			P - H ACCOUNTS PAYABLE	90.2491
179335	10/21/22	WTR REFUND DEPOSIT	608.82		036675 354 0003 00 03			P - W ACCOUNTS PAYABLE	90.2491
		VENDOR TOTAL	0.00						
CITY OF NORTH KANSAS CIT 001236									
179370	10/21/22	POL RANGE USE	50.00		036618 INV-00007410			P - W ARMORY SUPPLIES	10.40.501.04.5051
CIVIC PLUS INC 008846									
179336	10/21/22	T&L SOFTWARE MAINT	2,471.00		036676 241936			P - W INTERNET SERVICE	10.90.132.08.5304
179336	10/21/22	T&L SOFTWARE MAINT	12,355.00		036676 241936			P - W OTHER PREPAYMENT	10.1810
179336	10/21/22	T&L WEBSITE SW	145.18		036677 242287			P - W INTERNET SERVICE	10.90.132.08.5304
179336	10/21/22	T&L WEBSITE SW	725.88		036677 242287			P - W OTHER PREPAYMENT	10.1810
			15,697.06		*CHECK TOTAL				
		VENDOR TOTAL	15,697.06						
CLAY CO RECORDER 001059									
177557	10/19/22	VOIDED CHECK	57.00	CR	036663 20220016675			P - H TIF REIMBURSABLE	15.20.632.08.5365
179337	10/21/22	RECORDING FEES	60.00		036678 20220016675			P - W TIF REIMBURSABLE	15.20.632.08.5365
		VENDOR TOTAL	3.00						
CONVERGEONE INC 006410									
179338	10/21/22	T&L DATA DOMAIN CONTR	19,992.00		036679 IE9098043			P - W CAPITAL EQUIPMEN	10.90.132.36.7201
179338	10/21/22	IS CISCO 8300 ROUTERS	10,000.00		036717 IE9097709		210124	P - W MINOR EQUIPMENT	10.90.132.18.5601
179338	10/21/22	IS CISCO 8300 ROUTERS	3,239.53		036718 IE9097709		210124	P - W TELECOMMUNICATIO	10.90.132.12.5455
179338	10/21/22	IS CONTROLLER HARDWARE	12,154.38		036719 IE9098046		220117	F - W CAPITAL EQUIPMEN	10.90.132.36.7201
179338	10/21/22	IS DATA DOMAIN HARDWARE	19,746.74		036720 IE9098101		220108	F - W CAPITAL EQUIPMEN	10.90.132.36.7201
			65,132.65		*CHECK TOTAL				
		VENDOR TOTAL	65,132.65						
CORE & MAIN LP 008799									
179339	10/21/22	WTR INVENTORY	5,571.37		036680 R690478			P - W INVENTORY-MATERI	90.1700
179339	10/21/22	WTR SUPPLIES	118.36		036680 R690478			P - W MAINS & LINES MA	90.70.801.14.5532
			5,689.73		*CHECK TOTAL				
		VENDOR TOTAL	5,689.73						

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
DENALI WATER SOLUTIONS 004182								
179340	10/21/22	WWT BIOSOLIDS DISPOSAL	11,821.74	036721	INV355598		220050 P N W FEES-BIOSOLID DI	92.70.902.08.5370
DSG EQUIPMENT & SUPPLIES 004943								
179341	10/21/22	WTR EQUIP MAINT	72.50	036619	1806		P - W MISC EQUIPMENT M	90.70.801.14.5559
179341	10/21/22	WWT EQUIP MAINT	72.50	036619	1806		P - W MISC EQUIPMENT M	92.70.901.14.5559
			145.00	*CHECK TOTAL				
		VENDOR TOTAL	145.00					
EWER/MEREDITH ANN 000583								
1813	10/19/22	SICK/VAC PAYOUT	2,917.15	036664	2 OF 13		P N H REGULAR	10.40.501.02.4001
FASTKICK MARTIAL ARTS 003059								
179342	10/21/22	CCTR MARTIAL ARTS INST	147.00	036658	10.11.12		P N W COMMUNITY PROGRA	65.60.417.08.8602
FIRE RECOVERY EMS LLC 005342								
179343	10/21/22	AMB BILLING CHARGES	9,471.53	036620	15236		P N W CONTRACT LABOR-A	10.95.140.08.5397
FOLEY EQUIPMENT CO INC 006120								
179344	10/21/22	WTR DOZER PARTS	88.71	036621	PS400439743		P - W MISC EQUIPMENT M	90.70.801.14.5559
179344	10/21/22	WWT DOZER PARTS	88.71	036621	PS400439743		P - W MISC EQUIPMENT M	92.70.901.14.5559
			177.42	*CHECK TOTAL				
		VENDOR TOTAL	177.42					
GALL'S INC 005394								
179345	10/21/22	FIRE UNIFORMS	156.40	036622	022302447		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	69.67	036623	022303765		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	71.24	036624	022310486		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	144.56	036625	022310858		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	28.71	036626	022316343		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	108.30	036627	022319957		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	24.83	036628	022319976		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	34.56	036629	022319993		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	97.34	036630	022320006		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	146.01	036631	022320008		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	51.87	036632	022320023		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	8.35	036633	022334585		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	19.08	036634	022336106		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	211.08	036635	022346070		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	8.03	036636	022346086		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	127.72	036637	022346582		P - W CLOTHING EXPENSE	10.50.301.38.5812
179345	10/21/22	FIRE UNIFORMS	9.54	036638	022349224		P - W CLOTHING EXPENSE	10.50.301.38.5812
			1,317.29	*CHECK TOTAL				
		VENDOR TOTAL	1,317.29					
H D INDUSTRIES INC 005348								
179346	10/21/22	ST VEH MAINT	48.13	036681	32777		P - W VEHICLE MAINTENA	10.70.225.14.5541
HASTY AWARDS 004458								
179347	10/21/22	PKS SHIPPING	12.42	036722	08221342		P - W RECREATION SUPPL	61.60.458.04.5004

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
HASTY AWARDS				004458							
		179347	10/21/22	PKS SPORT MEDALS	12.37	036723	09221998		P - W	RECREATION SUPPL	61.60.458.04.5004
					24.79	*CHECK TOTAL					
				VENDOR TOTAL	24.79						
HEARTLAND COCA-COLA				000076							
		179348	10/21/22	COCA COLA PRODUCTS	1,125.79	036724	5783215874	220056	P N W	CONCESSION	61.60.458.04.5007
HEARTLAND MECHANICAL SER				005408							
		179349	10/21/22	WWT BATTERY CHANGE	225.68	036639	14601		P - W	WWTR PLANT MAINT	92.70.902.14.5534
		179349	10/21/22	HVAC MAINTENANCE 2022	225.68	036725	14600	220005	P - W	BUILDING MAINTEN	10.95.140.14.5571
		179349	10/21/22	HVAC MAINTENANCE 2022	2,778.00	036726	14609	220005	P - W	BUILDING MAINTEN	10.95.140.14.5571
		179349	10/21/22	HVAC MAINTENANCE 2022	636.00	036727	14607	220005	P - W	BUILDING MAINTEN	10.95.140.14.5571
					3,865.36	*CHECK TOTAL					
				VENDOR TOTAL	3,865.36						
HENRY/MORGAN				.14190							
		179350	10/21/22	CCTR REFUND MEMBERSHIP	134.00	036728	1689792		P - W	REFUNDS PAYABLE	65.2265
HI GENES JANITORIAL SERV				008170							
		179351	10/21/22	CCTR JANITORIAL SERVICES	480.00	036682	78360		P - W	CONTRACT LABOR	65.60.491.08.5397
IDEKER INC				005268							
		179352	10/21/22	ST CRUSHER RUN-EDGAR PET	218.72	036683	21107		P - W	GRAVEL/ROCK-STRE	50.75.607.14.5622
		179352	10/21/22	ST CRUSHER RUN-EDGAR PET	449.93	036684	21117		P - W	GRAVEL/ROCK-STRE	50.75.607.14.5622
					668.65	*CHECK TOTAL					
				VENDOR TOTAL	668.65						
INCITE DESIGN STUDIO LLC				000588							
		179353	10/21/22	CITY HALL DESIGN SERVICE	2,800.00	036685	PROJECT #20101		P - W	FACILITIES MAINT	10.70.221.14.5572
JACKSON LEWIS PC				000377							
		179354	10/21/22	HR UNION CONTRACT NEG	294.00	036729	8107227		P - W	OTHER	10.25.011.38.5989
JCI INDUSTRIES INC				006471							
		179355	10/21/22	WWT SUPPLIES	4,238.10	036640	8240367		P - W	MINOR EQUIPMENT	92.70.902.18.5601
JONES/NATHAN				005257							
		179356	10/21/22	CCTR SWIM INSTR	126.00	036686	10/16		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		179356	10/21/22	CCTR SWIM INSTR	78.00	036686	10/16		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
					204.00	*CHECK TOTAL					
				VENDOR TOTAL	204.00						
K C AREA DEVELOPMENT COU				003740							
		179357	10/21/22	KCADC MEETING RESERV	2,000.00	036687	177453		P - W	OTHER MISC FEES	56.20.001.08.5365
K C MO WATER DEPT				007653							
		179358	10/21/22	WTR SERVICE	16,476.25	036688	175798		P - W	WATER PURCHASES-	90.70.802.08.5390

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
K C WINWATER WORKS CO		002767							
179359	10/21/22	WTR INVENTORY	732.00	036689	300214 03		P - W	INVENTORY-MATERI	90.1700
179359	10/21/22	WTR INVENTORY	700.00	036690	301500 01		P - W	INVENTORY-MATERI	90.1700
179359	10/21/22	WWT SUPPLIES	350.00	036691	301524 01		P - W	MAINS & LINES MA	92.70.901.14.5532
179359	10/21/22	WTR INVENTORY	1,266.00	036692	300214 04		P - W	INVENTORY-MATERI	90.1700
179359	10/21/22	WTR INVENTORY	3,435.00	036693	301590 01		P - W	INVENTORY-MATERI	90.1700
179359	10/21/22	WWT INVENTORY	384.30	036693	301590 01		P - W	INVENTORY-MATERI	92.1700
179359	10/21/22	WTR SUPPLIES	127.00	036693	301590 01		P - W	MAINS & LINES MA	90.70.801.14.5532
179359	10/21/22	WTR SUPPLIES	1,250.00	036694	301599 01		P - W	INVENTORY-MATERI	90.1700
179359	10/21/22	WWT SUPPLIES	270.00	036695	301648 01		P - W	INVENTORY-MATERI	92.1700
179359	10/21/22	WWT SUPPLIES	601.00	036696	301394 01		P - W	MAINS & LINES MA	92.70.901.14.5532
			9,115.30	*CHECK TOTAL					
		VENDOR TOTAL	9,115.30						
KEY EQUIPMENT & SUPPLY C		007275							
179360	10/21/22	WWT VEH MAINT-OIL	225.90	036641	KC205691		P - W	VEHICLE MAINTENA	92.70.901.14.5541
KOHL WHOLESALE INC		000713							
179361	10/21/22	PKS- CONCESSIONS	1,679.36	036730	479304	220026	P - W	CONCESSION	61.60.458.04.5007
LAW OFFICE OF MARY M PAR		000161							
179362	10/21/22	LEGAL FEES	500.00	036642	15798		P N W	LEGAL FEES	10.20.121.08.5311
LIBERTY AGGREGATES LLC		004693							
179363	10/21/22	ST ROCK	809.34	036697	19244		P - W	STORM WATER MAIN	50.75.607.14.5663
MADDEN MEDIA		006202							
179364	10/21/22	VISIT LIB SEM	266.53	036643	2022-014987		P N W	ADVERTISING	67.20.061.08.5371
METROPOLITAN CONCRETE		005651							
179365	10/21/22	ST DUMP FEE	110.00	036699	12687		P N W	CONTRACT LABOR	10.70.225.08.5397
METROPOLITAN TELECOMM; M		000243							
179366	10/21/22	T&L POTS LINES	774.12	036731	01005310622878		P - W	TELECOMMUNICATIO	10.90.132.12.5455
MISSISSIPPI LIME CO INC		005761							
179367	10/21/22	WTR LIME DRINKING WATER	7,386.33	036732	1636891	220015	P - W	CHEMICALS	90.70.802.04.5010
MO STATE AGENCY FOR SURP		005630							
179368	10/21/22	WTR BULL DOZER	18,000.00	036733	82157	220124	F - W	CAPITAL EQUIPMEN	94.70.801.36.7201
MOAZ CONSTRUCTION INC		006100							
179369	10/21/22	WTR CONCRETE	12,919.95	036698	86		P - W	MAINS & LINES MA	90.70.801.14.5532
NPG NEWSPAPERS INC		000221							
179371	10/21/22	LEGAL NOTICE	78.00	036644	6726496		P - W	LEGAL ADS	10.80.151.08.5379
179371	10/21/22	FIN SUBSCRIPTION	63.75	036700	337310		P - W	ADVERTISING	10.30.130.08.5371
			141.75	*CHECK TOTAL					
		VENDOR TOTAL	141.75						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
PLATTE COUNTY READY MIX		004482									
179372 10/21/22		CONCRETE-CITY PARK			1,837.00	036645	22354		P - W	CITY PARK IMPROV	11.60.415.36.7305
PREMIER TRUCK GROUP OF K		000338									
179375 10/21/22		ST #715 PARTS			251.42	036701	805109029		P - W	VEHICLE MAINTENA	10.70.225.14.5541
PRINTING UNLIMITED		004763									
179373 10/21/22		UTIL BILL INSERT			1,311.20	036646	68173		P - W	PRINTING	10.20.031.04.5120
PRO FUSION FAB LLC		000587									
179374 10/21/22		FIRE ALUMINUM DOOR WEDGE			1,525.00	036702	392		P N W	MINOR EQUIPMENT	10.50.301.18.5601
RED EQUIPMENT, LLC		001027									
179376 10/21/22		WTR VAC CON MAINT			634.98	036647	2573		P - W	MISC EQUIPMENT M	90.70.801.14.5559
179376 10/21/22		WWT VACTOR MAINT			1,874.96	036648	2598		P - W	MISC EQUIPMENT M	92.70.901.14.5559
					2,509.94	*CHECK TOTAL					
		VENDOR TOTAL			2,509.94						
REINDERS INC		005492									
179377 10/21/22		PKS GRASS SEED			3,045.00	036734	5065071-00		P - W	VEHICLE FUEL	61.60.458.14.5521
REPUBLIC SERVICES #468		008397									
179378 10/21/22		ST DUMPSTER SERVICE HHW			572.34	036703	0468-003881476		P - W	CONTRACT LABOR	10.70.225.08.5397
RICOH USA, INC		007683									
179379 10/21/22		FIRE COPIER LEASE			137.89	036649	106566949		P - W	COPIER LEASE & U	10.50.300.04.5110
ROUSE FRETS WHITE GOSS G		006287									
179380 10/21/22		MONTAGE TIF			22,732.50	036704	100051330		P - W	MISCELLANEOUS FE	31.70.611.08.5399
SCHAEFER/PHIL		.14189									
179381 10/21/22		POL FUNERAL/TAPS			100.00	036650	OCT 2022		P - W	MISCELLANEOUS EX	10.40.500.38.5989
SHOGER/LAUREL		005680									
179382 10/21/22		CCTR SWIM INSTR			198.00	036705	10/16		P N W	PRIVATE SWIMMING	65.60.417.08.8125
SPIRE MISSOURI INC		005357									
1815 10/19/22		GAS SERVICE			66.63	036665	SEPT		P - H	NATURAL GAS	61.60.458.12.5421
1815 10/19/22		GAS SERVICE			113.48	036665	SEPT		P - H	NATURAL GAS	10.50.300.12.5421
1815 10/19/22		GAS SERVICE			63.63	036665	SEPT		P - H	NATURAL GAS	10.50.300.12.5421
1815 10/19/22		GAS SERVICE			57.62	036665	SEPT		P - H	NATURAL GAS	10.50.300.12.5421
1815 10/19/22		GAS SERVICE			223.99	036665	SEPT		P - H	NATURAL GAS	10.70.221.12.5421
1815 10/19/22		GAS SERVICE			48.61	036665	SEPT		P - H	NATURAL GAS	10.70.225.12.5421
1815 10/19/22		GAS SERVICE			1,848.08	036665	SEPT		P - H	NATURAL GAS	65.60.491.12.5421
1815 10/19/22		GAS SERVICE			42.61	036665	SEPT		P - H	NATURAL GAS	10.70.225.12.5421
1815 10/19/22		GAS SERVICE			41.61	036665	SEPT		P - H	NATURAL GAS	90.70.802.12.5421
1815 10/19/22		GAS SERVICE			241.73	036665	SEPT		P - H	NATURAL GAS	10.20.051.12.5421
1815 10/19/22		GAS SERVICE			102.70	036665	SEPT		P - H	NATURAL GAS	90.70.802.12.5421
1815 10/19/22		GAS SERVICE			21.38	036665	SEPT		P - H	NATURAL GAS	92.70.902.12.5421
1815 10/19/22		GAS SERVICE			21.38	036665	SEPT		P - H	NATURAL GAS	92.70.901.12.5421
1815 10/19/22		GAS SERVICE			21.39	036665	SEPT		P - H	NATURAL GAS	90.70.801.12.5421

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
SPIRE MISSOURI INC 005357								
1815	10/19/22	GAS SERVICE	41.61	036665	SEPT		P - H NATURAL GAS	60.60.420.12.5421
			2,956.45	*CHECK TOTAL				
		VENDOR TOTAL	2,956.45					
STANDARD & POORS 008557								
179383	10/21/22	COST OF ISSUANCE	332.13	036735	2400216004		P - W COST OF ISSUANCE	10.90.132.24.6024
179383	10/21/22	COST OF ISSUANCE	92.87	036735	2400216004		P - W COST OF ISSUANCE	10.40.500.24.6024
			425.00	*CHECK TOTAL				
		VENDOR TOTAL	425.00					
STEVES AUTO REPAIR INC 005649								
179384	10/21/22	POL #230 TIRE	98.22	036651	59377		P - W VEHICLE MAINTENA	10.40.500.14.5541
STRATHMAN/AMY E 006050								
179385	10/21/22	CCTR SWIM INSTR	18.00	036706	10/14		P N W PRIVATE SWIMMING	65.60.417.08.8125
SUDMANN/ASHLEY ELIZABETH 006541								
179386	10/21/22	CCTR SWIM INSTR	68.00	036707	10/12		P N W PRIVATE SWIMMING	65.60.417.08.8125
SUMNERONE INC 005662								
179387	10/21/22	PRINTER CARTRIDGES	193.48	036652	3361832		P - W GENERAL SUPPLIES	10.20.121.04.5001
179387	10/21/22	PLOTTER TONER	199.50	036708	3337505		P - W GENERAL SUPPLIES	10.90.132.04.5001
179387	10/21/22	CCTR PRINTER RPRS	104.42	036709	3368762		P - W MISC EQUIPMENT M	65.60.491.14.5559
179387	10/21/22	CCTR PRINTER MAINT	125.00	036710	3370074		P - W MISC EQUIPMENT M	65.60.491.14.5559
179387	10/21/22	CCTR PRINTER MAINT	390.82	036711	3370414		P - W MISC EQUIPMENT M	65.60.491.14.5559
			1,013.22	*CHECK TOTAL				
		VENDOR TOTAL	1,013.22					
SUTTON/KATELYN DANIELLE 000327								
179388	10/21/22	CCTR SWIM INSTR	40.00	036712	10/12-10/17		P N W SWIM TEAM BASICS	65.60.417.08.8121
179388	10/21/22	CCTR SWIM INSTR	50.00	036712	10/12-10/17		P N W SWIM TEAM BASICS	65.60.417.08.8121
			90.00	*CHECK TOTAL				
		VENDOR TOTAL	90.00					
TECHNOLOGY GROUP SOLUTIO 004267								
179389	10/21/22	IS ARCTIC WOLF	65,853.14	036736	50462	210137	P - W CAPITAL EQUIPMEN	10.95.140.36.7201
TELEFLEX LLC 000016								
179390	10/21/22	FIRE EMS SUPPLIES	1,665.50	036653	9506067096		P - W MEDICAL SUPPLIES	10.50.311.04.5003
UMB BANK N A 004100								
1816	10/19/22	WWT SRF 2005C	2,336.75	036666	10/25/22		P - H SRF 2005 INTERES	92.2502
1816	10/19/22	WWT SRF 2005C	33,333.33	036666	10/25/22		P - H TRUSTEE SRF PRIN	92.1274
			35,670.08	*CHECK TOTAL				
		VENDOR TOTAL	35,670.08					
VALVOLINE LLC 005460								
179391	10/21/22	POL #204 OIL CHANGE	24.99	036654	42578		P - W VEHICLE MAINTENA	10.40.500.14.5541

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
VALVOLINE LLC 005460									
179391	10/21/22	FIRE #651 OIL CHANGE	24.99		036655 42924			P - W VEHICLE MAINTENA	10.50.301.14.5541
			49.98		*CHECK TOTAL				
		VENDOR TOTAL	49.98						
VANCE BROTHERS INC 000957									
179392	10/21/22	ST ASPHALT	748.96		036737 IG00017225			P - W ASPHALT-STREET R	50.75.607.14.5621
179392	10/21/22	ST ASPHALT	746.48		036738 IG00017266			P - W ASPHALT-STREET R	50.75.607.14.5621
179392	10/21/22	ST ASPHALT	204.00		036739 IC00073632			P - W ASPHALT-STREET R	50.75.607.14.5621
179392	10/21/22	ST EMULSION	264.60		036740 ZH00026823			P - W ASPHALT-STREET R	50.75.607.14.5621
179392	10/21/22	ST ASPHALT	373.86		036741 IG00017290			P - W ASPHALT-STREET R	50.75.607.14.5621
179392	10/21/22	ST ASPHALT	1,122.82		036742 IG00017319			P - W ASPHALT-STREET R	50.75.607.14.5621
179392	10/21/22	ST ASPHALT	760.74		036743 IG00017344			P - W ASPHALT-STREET R	50.75.607.14.5621
179392	10/21/22	ST ASPHALT	620.00		036744 IG00017369			P - W ASPHALT-STREET R	50.75.607.14.5621
			4,841.46		*CHECK TOTAL				
		VENDOR TOTAL	4,841.46						
VERIZON 008933									
179393	10/21/22	MOBILE PHONE SERVICE	5,024.37		036713 9917777862			P - W MOBILE PHONES	10.90.132.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	400.31		036713 9917777862			P - W MISC EQUIPMENT M	10.40.511.14.5559
179393	10/21/22	MOBILE PHONE SERVICE	480.52		036713 9917777862			P - W MOBILE PHONES	10.50.311.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	177.12		036713 9917777862			P - W MOBILE PHONES	60.60.415.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	45.53		036713 9917777862			P - W MOBILE PHONES	10.60.481.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	177.12		036713 9917777862			P - W MOBILE PHONES	65.60.491.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	131.59		036713 9917777862			P - W MOBILE PHONES	60.60.420.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	217.65		036713 9917777862			P - W MOBILE PHONES	61.60.458.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	173.08		036713 9917777862			P - W MOBILE PHONES	10.60.482.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	87.10		036713 9917777862			P - W MOBILE PHONES	92.70.903.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	273.18		036713 9917777862			P - W MOBILE PHONES	92.30.134.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	895.61		036713 9917777862			P - W MOBILE PHONES	92.70.901.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	263.44		036713 9917777862			P - W MOBILE PHONES	92.70.902.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	45.53		036713 9917777862			P - W MOBILE PHONES	90.70.803.12.5453
179393	10/21/22	MOBILE PHONE SERVICE	388.73		036713 9917777862			P - W MOBILE PHONES	90.70.802.12.5453
			8,780.88		*CHECK TOTAL				
		VENDOR TOTAL	8,780.88						
WAVECREST COMPUTING 004441									
179394	10/21/22	T&L CYFIN MAINT	216.90		036745 408747-03			P - W INTERNET SERVICE	10.90.132.08.5304
179394	10/21/22	T&L CYFIN MAINT	1,301.33		036745 408747-03			P - W OTHER PREPAYMENT	10.1810
179394	10/21/22	T&L CYFIN MAINT	1,301.33		036745 408747-03			P - W OTHER PREPAYMENT	10.1810
179394	10/21/22	T&L CYFIN MAINT	1,084.44		036745 408747-03			P - W OTHER PREPAYMENT	10.1810
			3,904.00		*CHECK TOTAL				
		VENDOR TOTAL	3,904.00						
WEST PUBLISHING-THOMSON 000304									
179395	10/21/22	SUBSCRIPTION	744.00		036656 847203299			P - W PUBLICATIONS	10.80.151.38.5810
WORK ZONE INC/THE 008901									
179396	10/21/22	ST SIGN MATERIALS	46.76		036746 63631			P - W STREET SIGNS	50.75.607.14.5641

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
WORLD FUEL SERVICES CORP 000151									
179397	10/21/22	PKS DIESEL FUEL	1,016.80		036747 4677169			P - W DIESEL FUEL	60.60.420.14.5522
179397	10/21/22	PKS FUEL	3,836.51		036748 4597770			P - W VEHICLE FUEL	61.60.458.14.5521
			4,853.31		*CHECK TOTAL				
		VENDOR TOTAL	4,853.31						
ZOLL MEDICAL CORPORATION 006014									
179398	10/21/22	FIRE EMS SUPPLIES	515.32		036657 3583840			P - W MEDICAL SUPPLIES	10.50.311.04.5003

OCTOBER 28TH CHECKS

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
AMOR/NATHAN				006511							
		179399	10/28/22	CCTR SWIM INSTR	180.00	036800	10/19-10/24		P N W	PRIVATE SWIMMING	65.60.417.08.8125
ANCHOR TRUCKING SERVICE				004656							
		179400	10/28/22	HAULING EQUIP-NEW DOZER	750.00	036749	22-6428		P - W	CONTRACT LABOR	90.70.801.08.5397
		179400	10/28/22	HAULING EQUIP-NEW DOZER	750.00	036749	22-6428		P - W	CONTRACT LABOR	92.70.901.08.5397
					1,500.00	*CHECK TOTAL					
				VENDOR TOTAL	1,500.00						
BALL/JERRID & DEBORAH				.11869							
		159683	10/26/22	VOIDED CHECK	60.76CR	036874	118 2905 00 03		P - H	WATER REFUNDS	90.2495
BEESON/ELIJAN				.12285							
		163064	10/26/22	VOIDED CHECK	8.87CR	036868	101 2660 00 12		P - H	WATER REFUNDS	90.2495
BELL-PIQUE/ALYSSA M				.11379							
		155918	10/26/22	VOIDED CHECK	5.00CR	036856	377018		P - H	COURT FINES	10.60.3351
BERMAN AND RABIN PA				000521							
		179401	10/28/22	PAYROLL DEDUCTION	536.00	036801	21CY-CV06025		P - W	GARNISHMENT PAYA	10.2187
BLUMHORST/KATIE				.11923							
		160053	10/26/22	VOIDED CHECK	36.00CR	036857	725111		P - H	REFUNDS PAYABLE	65.2265
BOONE/BRADLEY JASON				007562							
		1820	10/26/22	NETWORK/SECURITY SERVICE	6,088.50	036847	049		P N H	CONTRACT LABOR	10.90.132.08.5397
BRADY INDUSTRIES OF KANS				000081							
		179402	10/28/22	CUSTODIAL SUPPLIES	87.30	036889	7636961	220004	P N W	MAINTENANCE MATE	10.95.140.04.5009
		179402	10/28/22	CUSTODIAL SUPPLIES	332.52	036890	7642331	220004	P N W	MAINTENANCE MATE	10.95.140.04.5009
					419.82	*CHECK TOTAL					
				VENDOR TOTAL	419.82						
BRASHEARS/ROBERT & ELIZA				.12035							
		160902	10/26/22	VOIDED CHECK	23.06CR	036860	10238000002		P - H	WATER REFUNDS	90.2495
CAMPBELL/KEELAN				.12215							
		162517	10/26/22	VOIDED CHECK	16.51CR	036863	101 2420 00 16		P - H	WATER REFUNDS	90.2495
CANON FINANCIAL SERVICES				000342							
		179403	10/28/22	COPIER LEASE	76.00	036802	29375969		P - W	COPIER LEASE & U	10.80.151.04.5110
		179403	10/28/22	COPIER LEASE	76.00	036802	29375969		P - W	COPIER LEASE & U	10.70.201.04.5110
					152.00	*CHECK TOTAL					
				VENDOR TOTAL	152.00						
CENTRAL SQUARE TECHNOLOGI				000236							
		179404	10/28/22	POL MOBILE PRINTER	1,060.90	036750	361104		P - W	MISC EQUIPMENT M	10.40.511.14.5559
CHUCK ANDERSON FORD INC				006320							
		179405	10/28/22	POL #205 PLUGS,GASKET	391.20	036751	FOCS165122		P - W	VEHICLE MAINTENA	10.40.500.14.5541

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CITY TREASURER			005223					
179406	10/28/22	MARRS RADIO	1,027.60	036752	2022-10		P - W RADIO MAINTENANC	10.40.500.14.5552
179406	10/28/22	MARRS RADIO	939.52	036752	2022-10		P - W RADIO MAINTENANC	10.50.301.14.5552
179406	10/28/22	MARRS RADIO	822.08	036752	2022-10		P - W RADIO MAINTENANC	50.70.201.14.5552
			2,789.20	*CHECK TOTAL				
		VENDOR TOTAL	2,789.20					
CLAY CO DETENTION CENTER			000105					
179407	10/28/22	POL PRISONER HOUSING	2,753.52	036758	SEP 22		P - W PRISONER HOUSING	10.40.511.08.5373
CLAY COUNTY CIRCUIT COUR			003459					
178783	10/26/22	VOIDED CHECK	600.00	CR 036848	W52792622		P - H RECIPROCAL CASH	10.2441
178783	10/26/22	VOIDED CHECK	600.00	CR 036849	21-07MWR230		P - H RECIPROCAL CASH	10.2441
178783	10/26/22	VOIDED CHECK	350.00	CR 036850	22CYFTA3715		P - H RECIPROCAL CASH	10.2441
			1,550.00	*CHECK TOTAL				
179408	10/28/22	RECIPROCAL BOND	350.00	036753	22CYFTA3715		P - W RECIPROCAL CASH	10.2441
179408	10/28/22	RECIPROCAL BOND	600.00	036754	W52792622		P - W RECIPROCAL CASH	10.2441
179408	10/28/22	RECIPROCAL BOND	600.00	036755	21-07MWR-230		P - W RECIPROCAL CASH	10.2441
			1,550.00	*CHECK TOTAL				
		VENDOR TOTAL	0.00					
COMMERCIAL AQUATIC SERVI			007993					
179409	10/28/22	CCTR REPL POOL VALVE	2,525.06	036759	42881-1		P - W BUILDING MAINTEN	65.60.491.14.5571
CONRAD FIRE EQUIPMENT IN			003684					
179410	10/28/22	FIRE #605 REPL LIGHT	666.27	036803	563381		P - W VEHICLE MAINTENA	10.50.301.14.5541
179410	10/28/22	FIRE #605 WHEEL CLOCK	383.18	036804	563416		P - W VEHICLE MAINTENA	10.50.301.14.5541
179410	10/28/22	FIRE #611 SIREN CHECK	149.15	036805	563503		P - W VEHICLE MAINTENA	10.50.301.14.5541
179410	10/28/22	FIRE #611 COOLANT TEST	122.22	036806	563504		P - W VEHICLE MAINTENA	10.50.301.14.5541
179410	10/28/22	FIRE #613 DOOR SWITCH	517.17	036807	563506		P - W VEHICLE MAINTENA	10.50.301.14.5541
179410	10/28/22	FIRE #605 TORQUE BOLT	342.31	036808	563527		P - W VEHICLE MAINTENA	10.50.301.14.5541
179410	10/28/22	FIRE #613 DOOR CABLE	518.80	036809	563507		P - W VEHICLE MAINTENA	10.50.301.14.5541
179410	10/28/22	FIRE #611 REPRIME ENG	223.38	036810	563508		P - W VEHICLE MAINTENA	10.50.301.14.5541
179410	10/28/22	FIRE #605 LADDER	346.49	036811	563533		P - W VEHICLE MAINTENA	10.50.301.14.5541
179410	10/28/22	FIRE #611 WHEEL SIREN	1,091.18	036812	563511		P - W VEHICLE MAINTENA	10.50.301.14.5541
179410	10/28/22	FIRE TRUCK BELTS,RINGS	3,542.60	036813	563615		P - W MINOR EQUIPMENT	10.50.301.18.5601
			7,902.75	*CHECK TOTAL				
		VENDOR TOTAL	7,902.75					
CONVERGEONE INC			006410					
179411	10/28/22	T&L VEEAM BU MAINT	618.13	036814	IE9098045		P - W IT MAINTENANCE &	10.90.132.14.5555
179411	10/28/22	T&L VEEAM BU MAINT	3,708.71	036814	IE9098045		P - W OTHER PREPAYMENT	10.1810
179411	10/28/22	T&L VEEAM BU MAINT	3,708.71	036814	IE9098045		P - W OTHER PREPAYMENT	10.1810
179411	10/28/22	T&L VEEAM BU MAINT	3,090.59	036814	IE9098045		P - W OTHER PREPAYMENT	10.1810
			11,126.14	*CHECK TOTAL				
		VENDOR TOTAL	11,126.14					
CREATIVE FORMS & CONCEPT			008216					
179412	10/28/22	FIN 1099 FORMS	482.69	036815	119603		P - W OUTSIDE PRINTING	10.30.130.04.5120

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CUSTOM GRAPHICS LLC 006668									
179413	10/28/22	PKS YOUTH SPORTS APPAREL	405.00	036891	789		220023	P N W RECREATION SUPPL	61.60.458.04.5004
CYCLONE INC 000095									
179414	10/28/22	WTR BREAK PORT A POTS	190.00	036816	34644			P - W FACILITIES MAINT	10.70.221.14.5572
DAMGAR/SAMANTHA .12345									
163646	10/26/22	VOIDED CHECK	96.72	CR	036876 206 0970 00 08			P - H WATER REFUNDS	90.2495
DAVIS/ROSE .12019									
160912	10/26/22	VOIDED CHECK	95.78	CR	036877 11918600028			P - H WATER REFUNDS	90.2495
DELL TECHNOLOGIES INC. 000364									
179415	10/28/22	WTR LAPTOPS/DOCK	14,535.00	036892	10622640715	220122	P - W	COMPUTER EQUIPME	90.70.803.36.7202
179415	10/28/22	WWT LAPTOPS/ DOCK	2,430.00	036893	10622640715	220122	F - W	COMPUTER EQUIPME	92.70.903.36.7202
			16,965.00	*CHECK TOTAL					
		VENDOR TOTAL	16,965.00						
DOBSON/KARENA .12054									
161099	10/26/22	VOIDED CHECK	24.43	CR	036862 20720030010			P - H WATER REFUNDS	90.2495
ENSZ & JESTER PC 004522									
179416	10/28/22	HR EMP ATTY SERVICES	431.47	036817	10.11.22			P N W MISCELLANEOUS FE	10.25.011.08.5399
EVERGY 008892									
1819	10/26/22	ELECTRIC SERVICE	1,033.17	036851	OCT			P - H ELECTRIC	10.20.051.12.5401
1819	10/26/22	ELECTRIC SERVICE	2,321.80	036851	OCT			P - H ELECTRIC	10.50.300.12.5401
1819	10/26/22	ELECTRIC SERVICE	7,909.53	036851	OCT			P - H ELECTRIC	10.70.221.12.5401
1819	10/26/22	ELECTRIC SERVICE	276.35	036851	OCT			P - H ELECTRIC	10.70.225.12.5401
1819	10/26/22	ELECTRIC SERVICE	58,722.49	036851	OCT			P - H ELECTRICITY-STRE	10.70.225.12.5405
1819	10/26/22	ELECTRIC SERVICE	1,433.28	036851	OCT			P - H ELECTRICITY-TRAF	10.70.225.12.5406
1819	10/26/22	ELECTRIC SERVICE	23.32	036851	OCT			P - H ELECTRIC	73.70.226.12.5401
1819	10/26/22	ELECTRIC SERVICE	1,458.83	036851	OCT			P - H ELECTRIC	60.60.420.12.5401
1819	10/26/22	ELECTRIC SERVICE	11,636.37	036851	OCT			P - H ELECTRIC	65.60.491.12.5401
1819	10/26/22	ELECTRIC SERVICE	28,401.28	036851	OCT			P - H ELECTRIC	90.70.802.12.5401
1819	10/26/22	ELECTRIC SERVICE	2,151.99	036851	OCT			P - H ELECTRIC	92.70.902.12.5401
			115,368.41	*CHECK TOTAL					
		VENDOR TOTAL	115,368.41						
FASTENAL 004099									
179417	10/28/22	PWK NUTS,BOLTS	8.53	036818	MOKC583510			P - W GENERAL SUPPLIES	10.70.201.04.5001
FINDLAY/JOHN 005677									
179418	10/28/22	PWK EXPO REIMB EXP	1,054.14	036819	8/26-8/31			P N W TRAINING TRAVEL	10.70.201.06.5210
FISH WINDOW CLEANING 006369									
179419	10/28/22	PWK WINDOW WASHING	110.00	036820	2642-80541			P N W FACILITIES MAINT	10.70.221.14.5572
FOLEY EQUIPMENT CO INC 006120									
179420	10/28/22	DOZER PARTS	80.07	036760	PS400441308			P - W MISC EQUIPMENT M	90.70.801.14.5559
179420	10/28/22	DOZER PARTS	80.07	036760	PS400441308			P - W MISC EQUIPMENT M	92.70.901.14.5559

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
FOLEY EQUIPMENT CO INC 006120									
		VENDOR TOTAL	160.14		*CHECK TOTAL				
			160.14						
FP MAILING SOLUTIONS INC 004739									
1821	10/26/22	METER POSTAGE	332.88	036852	CCTR		P - H	POSTAGE	65.60.491.38.5808
1821	10/26/22	METER POSTAGE	8.79	036852	CCTR		P - H	POSTAGE	60.60.415.38.5808
1821	10/26/22	METER POSTAGE	1,658.33	036852	CCTR		P - H	POSTAGE	10.30.130.38.5808
		VENDOR TOTAL	2,000.00		*CHECK TOTAL				
			2,000.00						
FRATERNAL ORDER OF POLIC 004537									
179421	10/28/22	PAYROLL DEDUCTION	1,362.00	036821	OCTOBER		P - W	UNION DUES PAYAB	10.2190
GALL'S INC 005394									
179422	10/28/22	FIRE UNIFORMS	148.85	036761	022409110		P - W	CLOTHING EXPENSE	10.50.301.38.5812
179422	10/28/22	FIRE UNIFORMS	85.26	036762	022409223		P - W	CLOTHING EXPENSE	10.50.301.38.5812
179422	10/28/22	FIRE UNIFORMS	254.42	036763	022409286		P - W	CLOTHING EXPENSE	10.50.301.38.5812
179422	10/28/22	FIRE UNIFORMS	166.86	036764	022357031		P - W	CLOTHING EXPENSE	10.50.301.38.5812
179422	10/28/22	FIRE UNIFORMS	62.92	036765	022358638		P - W	CLOTHING EXPENSE	10.50.301.38.5812
179422	10/28/22	FIRE UNIFORMS	28.62	036766	022360905		P - W	CLOTHING EXPENSE	10.50.301.38.5812
179422	10/28/22	FIRE UNIFORMS	63.86	036767	022362576		P - W	CLOTHING EXPENSE	10.50.301.38.5812
179422	10/28/22	FIRE UNIFORMS	164.81	036768	022380507		P - W	CLOTHING EXPENSE	10.50.301.38.5812
179422	10/28/22	FIRE UNIFORMS	48.67	036769	022382121		P - W	CLOTHING EXPENSE	10.50.301.38.5812
179422	10/28/22	FIRE UNIFORMS	65.40	036770	022383475		P - W	CLOTHING EXPENSE	10.50.301.38.5812
179422	10/28/22	FIRE UNIFORMS	28.84	036771	022387513		P - W	CLOTHING EXPENSE	10.50.301.38.5812
179422	10/28/22	FIRE UNIFORMS	9.54	036772	022393804		P - W	CLOTHING EXPENSE	10.50.301.38.5812
179422	10/28/22	FIRE UNIFORMS	148.54	036773	0022399256		P - W	CLOTHING EXPENSE	10.50.301.38.5812
		VENDOR TOTAL	1,276.59		*CHECK TOTAL				
			1,276.59						
GLENN/ALECIA V .12334									
163455	10/26/22	VOIDED CHECK	20.11CR	036871	123 2160 00 01		P - H	WATER REFUNDS	90.2495
GRAY/SCOTT .12289									
163207	10/26/22	VOIDED CHECK	20.00CR	036870	390581		P - H	REFUNDS PAYABLE-	10.2263
GUION/ANDREW .12050									
161114	10/26/22	VOIDED CHECK	98.48CR	036878	10117600002		P - H	WATER REFUNDS	90.2495
HASKINSON/DAWN .12342									
163662	10/26/22	VOIDED CHECK	121.49CR	036879	238 1085 00 01		P - H	WATER REFUNDS	90.2495
HEARTLAND COCA-COLA 000076									
179423	10/28/22	COCA COLA PRODUCTS	482.69	036894	5783215952	220056	P N W	CONCESSION	61.60.458.04.5007
HEARTLAND MEADOWS OWNERS 006004									
179424	10/28/22	2022 PROP ASSESSMENT	4,990.00	036774	57 5705712		P - W	OTHER MISC FEES	56.20.001.08.5365

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
HEARTLAND MECHANICAL SER 005408									
179425	10/28/22	WTP MAINT	652.96	036775	14622		P - W	WATER PLANT MAIN	90.70.802.14.5534
179425	10/28/22	PWK A/C CHECK	225.68	036822	14626		P - W	FACILITIES MAINT	10.70.221.14.5572
			878.64	*CHECK TOTAL					
		VENDOR TOTAL	878.64						
HEIMAN/KYLE .11978									
160491	10/26/22	VOIDED CHECK	38.20	CR	036859	22148800004	P - H	WATER REFUNDS	90.2495
HESSLING/OLIVIA .12222									
162661	10/26/22	VOIDED CHECK	26.60	CR	036866	206 1390 00 11	P - H	WATER REFUNDS	90.2495
HILL/DAVID 000528									
179426	10/28/22	CCTR SWIM INSTR	54.00	036823	10/23		P N W	PRIVATE SWIMMING	65.60.417.08.8125
HUGUNIN/JON ALLEN .11826									
159546	10/26/22	VOIDED CHECK	123.41	CR	036880	21452600001	P - H	WATER REFUNDS	90.2495
IDEKER INC 005268									
179427	10/28/22	ST ASPHALT	882.20	036824	21140		P - W	ASPHALT-STREET R	50.75.607.14.5621
IRONS INVESTMENTS LLC .12123									
161546	10/26/22	VOIDED CHECK	86.47	CR	036881	101 0340 00 10	P - H	WATER REFUNDS	90.2495
JACKSON COUNTY CIRCUIT C 006155									
162665	10/26/22	VOIDED CHECK	102.19	CR	036853	32919	P - H	GARNISHMENT PAYA	92.2187
162665	10/26/22	VOIDED CHECK	8.17	CR	036853	32919	P - H	GARNISHMENT PAYA	10.2187
			110.36	CR	*CHECK TOTAL				
		VENDOR TOTAL	110.36	CR					
JOEL REINOEHL MARKETING 000012									
179428	10/28/22	PKS GOLF SPONSORSHIP	120.00	036777	HV-DGC002		P N W	CONTRACT LABOR	60.60.415.08.5397
179428	10/28/22	PKS GOLF SPONSORSHIP	120.00	036799	FM-DGC002		P N W	CONTRACT LABOR	60.60.415.08.5397
179428	10/28/22	SPONSORSHIP-CLIMATE CNTL	288.75	036825	CC006		P N W	MISCELLANEOUS FE	61.60.458.08.5399
179428	10/28/22	SPONSORSHIP-CLIMATE CNTL	141.75	036825	CC006		P N W	SPONSORSHIPS	65.60.491.08.5398
179428	10/28/22	SPONSORSHIP-CLIMATE CNTL	94.50	036825	CC006		P N W	CONTRACT LABOR	60.60.415.08.5397
179428	10/28/22	SPONSORSHIP-CAROLS SCARF	120.00	036826	CDS002		P N W	CONTRACT LABOR	60.60.415.08.5397
179428	10/28/22	SPONSORSHIP-CONRAD	120.00	036827	CRA05		P N W	CONTRACT LABOR	60.60.415.08.5397
179428	10/28/22	SPONSORSHIP-DG BAY DISC	600.00	036828	DGB002		P N W	CONTRACT LABOR	60.60.415.08.5397
179428	10/28/22	SPONSORSHIP-MCMULLEN	120.00	036829	MCC002		P N W	CONTRACT LABOR	60.60.415.08.5397
179428	10/28/22	SPONSORSHIP-MCKNIGHT	120.00	036830	MEC002		P N W	CONTRACT LABOR	60.60.415.08.5397
179428	10/28/22	SPONSORSHIP-RED ROBIN	99.90	036831	RR019		P N W	MISCELLANEOUS FE	61.60.458.08.5399
			1,944.90	*CHECK TOTAL					
		VENDOR TOTAL	1,944.90						
JONES/NATHAN 005257									
179429	10/28/22	CCTR SWIM INSTR	108.00	036832	10/23		P N W	PRIVATE SWIMMING	65.60.417.08.8125
179429	10/28/22	CCTR SWIM INSTR	78.00	036832	10/23		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
			186.00	*CHECK TOTAL					
		VENDOR TOTAL	186.00						

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K C WINWATER WORKS CO 002767		179430	10/28/22	WTR INVENTORY	638.00	036756	302070 01			P - W INVENTORY-MATERI	90.1700
		179430	10/28/22	WTR INVENTORY	1,170.00	036757	301996 01			P - W INVENTORY-MATERI	90.1700
		179430	10/28/22	ST SUPPLIES-CAP STORM	533.20	036833	302174 01			P - W STORMWATER IMPRO	50.77.653.36.7510
					2,341.20	*CHECK TOTAL					
VENDOR TOTAL					2,341.20						
KEY EQUIPMENT & SUPPLY C 007275		179431	10/28/22	WWT #125 EQUIP MAINT	949.22	036783	KC205868			P - W MISC EQUIPMENT M	92.70.901.14.5559
KNOWLTON/JARED .12051		161130	10/26/22	VOIDED CHECK	51.60	CR 036882	22163400006			P - H WATER REFUNDS	90.2495
KOHL WHOLESALE INC 000713		179432	10/28/22	PKS- CONCESSIONS	1,486.98	036895	483880	220026	P - W CONCESSION		61.60.458.04.5007
L-L TOWING CO 002879		179433	10/28/22	POL #206 TOW	75.00	036778	84645			P N W MISCELLANEOUS FE	10.40.500.08.5399
LAMAR COMPANIES/THE 005165		179434	10/28/22	VISIT LIB BILLBOARD	2,000.00	036779	114106451			P N W ADVERTISING	67.20.061.08.5371
LANDWORKS STUDIO, LLC 000504		179435	10/28/22	PRKS MASTER PLAN PROJECT	13,552.54	036896	22-003-05	220072	P - W MISCELLANEOUS EX		10.95.140.38.5989
LEONARD/ZACARIAH .12349		163685	10/26/22	VOIDED CHECK	73.74	CR 036883	119 1990 00 18			P - H WATER REFUNDS	90.2495
LIBERTY AGGREGATES LLC 004693		179436	10/28/22	CITY PARK ROCK	290.38	036780	19721			P - W CITY PARK IMPROV	11.60.415.36.7305
		179436	10/28/22	ROCK-VALVE REPL PROJ	285.75	036781	19643			P - W CONSTRUCTION CON	94.70.802.36.7510
		179436	10/28/22	ROCK	247.95	036782	19722			P - W MAINS & LINES MA	90.70.801.14.5532
		179436	10/28/22	ROCK	247.95	036782	19722			P - W MAINS & LINES MA	92.70.901.14.5532
					1,072.03	*CHECK TOTAL					
VENDOR TOTAL					1,072.03						
LIBERTY SPORTS OFFICIALS 009209		179437	10/28/22	2022 OFFICIATING SERVICE	88.00	036897	FALL 13-SB22	220006	P - W CONTRACT LABOR		61.60.458.08.5397
MACDONALD/BENJAMIN .14193		179438	10/28/22	PAYROLL DEDUCTION	102.19	036898	PAYROLL DEDUCT			P - W GARNISHMENT PAYA	92.2187
		179438	10/28/22	PAYROLL DEDUCTION	8.17	036898	PAYROLL DEDUCT			P - W GARNISHMENT PAYA	10.2187
					110.36	*CHECK TOTAL					
VENDOR TOTAL					110.36						
MASKER/RYAN .14192		179439	10/28/22	CCTR REFUND MEMBERSHIP	342.50	036834	1691017			P - W REFUNDS PAYABLE	65.2265
MCNEILEPAPPAS PC 000445		179440	10/28/22	PAYROLL DEDUCTION	280.00	036836	04CV234682			P - W GARNISHMENT PAYA	90.2187
		179440	10/28/22	PAYROLL DEDUCTION	280.00	036836	04CV234682			P - W GARNISHMENT PAYA	92.2187

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MCNEILEPAPPAS PC 000445									
			560.00		*CHECK TOTAL				
		VENDOR TOTAL	560.00						
MILLER/MELISSA .11917									
160027	10/26/22	VOIDED CHECK	88.00	CR	036884 718737			P - H REFUNDS PAYABLE	61.2265
MILLER/MELISSA .12152									
161968	10/26/22	VOIDED CHECK	146.28	CR	036885 234 0120 00 05			P - H WATER REFUNDS	90.2495
MISSISSIPPI LIME CO INC 005761									
179441	10/28/22	WTR LIME DRINKING WATER	6,785.23		036899 1638035	220015	P - W	CHEMICALS	90.70.802.04.5010
179441	10/28/22	WTR LIME DRINKING WATER	7,412.67		036900 1638828	220015	P - W	CHEMICALS	90.70.802.04.5010
			14,197.90		*CHECK TOTAL				
		VENDOR TOTAL	14,197.90						
MO STATE HIGHWAY PATROL 001184									
179442	10/28/22	POL FINGERPRINTING	33.25		036784 812HP023XLPD09			P - W REGISTRATION FEE	10.40.500.06.5251
MO VOCATIONAL ENTERPRISE 006175									
179443	10/28/22	OFFICE FURNITURE	1,350.00		036785 678342			P - W MISCELLANEOUS EX	12.95.140.38.5989
MOAZ CONSTRUCTION INC 006100									
179444	10/28/22	WTR CONCRETE	247.50		036786 87			P - W MAINS & LINES MA	90.70.801.14.5532
MOBILE WIRELESS LLC 005055									
179445	10/28/22	T&L NETMOTION RENEWAL	2,091.67		036837 4996			P - W INTERNET SERVICE	10.90.132.08.5304
179445	10/28/22	T&L NETMOTION RENEWAL	12,550.00		036837 4996			P - W OTHER PREPAYMENT	10.1810
179445	10/28/22	T&L NETMOTION RENEWAL	12,550.00		036837 4996			P - W OTHER PREPAYMENT	10.1810
179445	10/28/22	T&L NETMOTION RENEWAL	10,458.33		036837 4996			P - W OTHER PREPAYMENT	10.1810
			37,650.00		*CHECK TOTAL				
		VENDOR TOTAL	37,650.00						
MURCH/DOUGLAS G 005463									
179446	10/28/22	CCTR EQUIP RPRS	65.00		036901 1578			P N W MISC EQUIPMENT M	65.60.491.14.5559
ONE BEAT MEDICAL 000534									
179447	10/28/22	POL AED'S CARS/ DISPATCH	12,013.78		036902 INV219671	220100	F N W	MINOR EQUIPMENT	10.40.500.18.5601
PIZZATO/NICOLE .12026									
160954	10/26/22	VOIDED CHECK	134.56	CR	036886 12520100002			P - H WATER REFUNDS	90.2495
PLATTE COUNTY READY MIX 004482									
179448	10/28/22	CITY PARK CONCRETE	6,891.00		036838 22451			P - W CITY PARK IMPROV	11.60.415.36.7305
179448	10/28/22	CITY PARK CONCRETE	2,366.50		036839 22483			P - W CITY PARK IMPROV	11.60.415.36.7305
			9,257.50		*CHECK TOTAL				
		VENDOR TOTAL	9,257.50						
PRINTING UNLIMITED 004763									
179449	10/28/22	POL SERVICE AWARDS	18.00		036787 68278			P - W OUTSIDE PRINTING	10.40.500.04.5120

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
PROFESSIONAL PEST SOLUTI				006333						
		179450	10/28/22	PEST CONTROL	43.00	036840	11540		P - W BUILDING MAINTEN	10.70.225.14.5571
		179450	10/28/22	PEST CONTROL	40.00	036841	11543		P - W FACILITIES MAINT	10.70.221.14.5572
					83.00	*CHECK TOTAL				
				VENDOR TOTAL	83.00					
PURCELL TIRE AND RUBBER				001787						
		179451	10/28/22	ST #703 TIRES	840.40	036842	3262968		P - W VEHICLE MAINTENA	10.70.225.14.5541
RED EQUIPMENT, LLC				001027						
		179452	10/28/22	WTR EQUIP MAINT-VAC-CON	425.00	036788	2608		P - W MISC EQUIPMENT M	90.70.801.14.5559
		179452	10/28/22	WTR RIPSAN NOZZLE	355.00	036789	2620		P - W MISC EQUIPMENT M	90.70.801.14.5559
					780.00	*CHECK TOTAL				
				VENDOR TOTAL	780.00					
RH FASTENER SUPPLY INC				007728						
		179453	10/28/22	ST BOLTS,NUTS	1,492.26	036903	394895-1		P - W GENERAL SUPPLIES	10.70.225.04.5001
RICOH USA, INC				000314						
		179454	10/28/22	POL COPIER LEASE	153.81	036790	37172071		P - W COPIER LEASE & U	10.40.512.04.5110
		179454	10/28/22	POL COPIER USAGE	41.80	036791	5065672544		P - W COPIER LEASE & U	10.40.512.04.5110
		179454	10/28/22	FIN COPIER LEASE	139.85	036843	37172210		P - W COPIER LEASE & U	10.30.130.04.5110
					335.46	*CHECK TOTAL				
				VENDOR TOTAL	335.46					
RODGERS/TYLER & AMANDA				.12284						
		163138	10/26/22	VOIDED CHECK	16.83CR	036869	238 0905 00 08		P - H WATER REFUNDS	90.2495
SCHEBO/STEVE				008829						
		162950	10/26/22	VOIDED CHECK	17.00CR	036867	4/18		P N H PRIVATE SWIMMING	65.60.417.08.8125
SEXTON/COLTON				.12333						
		163498	10/26/22	VOIDED CHECK	25.43CR	036872	233 0050 00 03		P - H WATER REFUNDS	90.2495
SHANE/RITA				.12304						
		163349	10/26/22	VOIDED CHECK	171.39CR	036887	224 2000 00 01		P - H WATER REFUNDS	90.2495
SMALLWOOD/SHANA				.11949						
		160369	10/26/22	VOIDED CHECK	12.50CR	036858	22601050013		P - H WATER REFUNDS	90.2495
SPIRE MISSOURI INC				005357						
		1818	10/26/22	GAS SERVICE	652.38	036855	SEPT		P - H NATURAL GAS	10.70.221.12.5421
		178128	10/26/22	VOIDED CHECK	2,433.22CR	036854	5630201		P - H MAINS & LINES MA	90.70.801.14.5532
		179455	10/28/22	WTR DAMAGE MAIN-GLENN HE	2,433.22	036844	RPT# 5630201		P - W MAINS & LINES MA	90.70.801.14.5532
				VENDOR TOTAL	652.38					
STEVENSON/LIEBE				000382						
		179456	10/28/22	TIF COMM TRANSCRIPT	540.00	036794	1458		P N W MISCELLANEOUS FE	31.70.611.08.5399

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
STEVES AUTO REPAIR INC 005649		179457	10/28/22	POL #228 BEARINGS	1,681.15		036792 59413			P - W VEHICLE MAINTENA	10.40.500.14.5541
		179457	10/28/22	POL #222 BRAKES	244.56		036793 59396			P - W VEHICLE MAINTENA	10.40.500.14.5541
					1,925.71		*CHECK TOTAL				
VENDOR TOTAL					1,925.71						
STRATHMAN/AMY E 006050		179458	10/28/22	CCTR SWIM INSTR	18.00		036845 10/23			P N W PRIVATE SWIMMING	65.60.417.08.8125
SUDMANN/ASHLEY ELIZABETH 006541		179459	10/28/22	CCTR SWIM INSTR	204.00		036846 10/18-10/23			P N W PRIVATE SWIMMING	65.60.417.08.8125
SUGAR CREEK MUNICIPAL CO 000589		179460	10/28/22	RECIPROCAL BOND	257.00		036795 SC2201430/1431			P - W RECIPROCAL CASH	10.2441
SUITEBRIAR INC 005535		179461	10/28/22	T&L GOOGLE WORKPLACE	13,650.00		036904 23311			P - W SOFTWARE MAINTEN	10.90.132.14.5591
		179461	10/28/22	T&L GOOGLE WORKPLACE	40,950.00		036904 23311			P - W OTHER PREPAYMENT	10.1810
					54,600.00		*CHECK TOTAL				
VENDOR TOTAL					54,600.00						
SUMNERONE INC 005662		179462	10/28/22	POL TONER CARTRIDGES	432.00		036796 3369713			P - W GENERAL SUPPLIES	10.40.500.04.5001
SUTTON/KATELYN DANIELLE 000327		179463	10/28/22	CCTR SWIM INSTR	14.00		036905 10/19-10/22			P N W PRIVATE SWIMMING	65.60.417.08.8125
		179463	10/28/22	CCTR SWIM INSTR	20.00		036905 10/19-10/22			P N W SWIM TEAM BASICS	65.60.417.08.8121
		179463	10/28/22	CCTR SWIM INSTR	50.00		036905 10/19-10/22			P N W SWIM TEAM BASICS	65.60.417.08.8121
					84.00		*CHECK TOTAL				
VENDOR TOTAL					84.00						
T & E COMPANY INC 004708		179464	10/28/22	BACK HOE TIRE RPR	93.75		036797 202208163			P - W MISC EQUIPMENT M	90.70.801.14.5559
		179464	10/28/22	BACK HOE TIRE RPR	93.75		036797 202208163			P - W MISC EQUIPMENT M	92.70.901.14.5559
					187.50		*CHECK TOTAL				
VENDOR TOTAL					187.50						
T & W TIRE LLC 005952		179465	10/28/22	FIRE #627 REPL TIRE	1,173.22		036798 3040058973			P N W VEHICLE MAINTENA	10.50.311.14.5541
TAXPAYERS UNLIMITED INC 004954		179466	10/28/22	FIRE DUES	26.00		036906 OCTOBER			P - W UNION DUES PAYAB	10.2188
TERNES/DAVE .12216		162609	10/26/22	VOIDED CHECK	7.79CR		036865 221 7470 00 01			P - H WATER REFUNDS	90.2495
TRIPP/MARY .12033		160974	10/26/22	VOIDED CHECK	46.79CR		036861 23303200011			P - H WATER REFUNDS	90.2495

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
TYLER TECHNOLOGIES-INCOD 005066									
179467	10/28/22	T&L INCODE INTERFACE	106.65	036907	025-398818			P - W SOFTWARE MAINTEN	10.90.132.14.5591
179467	10/28/22	T&L INCODE INTERFACE	1,173.20	036907	025-398818			P - W OTHER PREPAYMENT	10.1810
			1,279.85	*CHECK TOTAL					
		VENDOR TOTAL	1,279.85						
UNIFIRST CORPORATION 002825									
179468	10/28/22	CCTR MATS	119.56	036908	229 0091949			P - W MISC EQUIPMENT M	65.60.491.14.5559
UTILITY SERVICE CO INC 005709									
179469	10/28/22	WTR WATER TOWER MAINT	14,415.57	036909	568081		220098	P - W WATER TOWERS MAI	90.70.802.14.5537
VALVOLINE LLC 005460									
179470	10/28/22	POL #201 OIL CHANGE	24.99	036910	42675			P - W VEHICLE MAINTENA	10.40.500.14.5541
179470	10/28/22	POL #209 OIL CHANGE	24.99	036911	43141			P - W VEHICLE MAINTENA	10.40.500.14.5541
179470	10/28/22	OIL CHANGE #136	24.99	036912	43283			P - W VEHICLE MAINTENA	10.80.153.14.5541
			74.97	*CHECK TOTAL					
		VENDOR TOTAL	74.97						
VANCE BROTHERS INC 000957									
179471	10/28/22	ST ASPHALT	1,768.00	036913	IG00017485			P - W ASPHALT-STREET R	50.75.607.14.5621
VON FINTEL/ROSEMARIE 005659									
179472	10/28/22	CCTR DOG OBEDIENCE INSTR	1,190.00	036914	FALL 2022-1			P N W COMMUNITY PROGRA	65.60.417.08.8602
WESTLAND LANDSCAPE CO IN 004232									
179473	10/28/22	PWK TURF RPR	550.00	036915	32921			P - W MOWING CONTRACT	52.60.420.14.5577
WIN-911 SOFTWARE 006317									
179474	10/28/22	SOFTWARE MAINT	720.00	036916	55A24C25202312			P N W OTHER PREPAYMENT	90.1810
179474	10/28/22	SOFTWARE MAINT	720.00	036916	55A24C25202312			P N W OTHER PREPAYMENT	90.1810
179474	10/28/22	SOFTWARE MAINT	720.00	036916	55A24C25202312			P N W OTHER PREPAYMENT	90.1810
			2,160.00	*CHECK TOTAL					
		VENDOR TOTAL	2,160.00						
WITMER PUBLIC SAFETY GRO 005250									
179475	10/28/22	POL NAME TAGS	208.63	036917	INV118526			P - W CLOTHING EXPENSE	10.40.500.38.5812
WOMENS INTIMATE DESIGNS .12042									
161188	10/26/22	VOIDED CHECK	159.38CR	036888	21102500005			P - H WATER REFUNDS	90.2495
WORK ZONE INC/THE 008901									
179476	10/28/22	ST SIGN MATERIALS	233.80	036918	63672			P - W STREET SIGNS	50.75.607.14.56

NOVEMBER 4TH CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
A. W. SCHULTZ INC		005526							
179477	11/04/22	WTR WELL FIELD MAINT	300.00	036919	26367		P - W	WELLFIELD MAINT	90.70.802.14.5535
AFRAH/DAVID		.14210							
179478	11/04/22	WTR REFUND OVERPMT	130.77	037023	137 3560 00 05		P - W	WATER REFUNDS	90.2495
ALLIE/SHARON		.14222							
179479	11/04/22	WTR REFUND OVERPMT	97.35	037035	212 2145 00 04		P - W	WATER REFUNDS	90.2495
AMOR/NATHAN		006511							
179480	11/04/22	CCTR SWIM INSTR	120.00	036969	10/26-10/30		P N W	PRIVATE SWIMMING	65.60.417.08.8125
ASH/JAMES		.14206							
179481	11/04/22	WTR REFUND OVERPMT	12.56	037019	129 7795 00 01		P - W	WATER REFUNDS	90.2495
BAHR/MARY		.14196							
179482	11/04/22	WTR REFUND OVERPMT	27.44	037009	101 3210 00 01		P - W	WATER REFUNDS	90.2495
BEGGS CONSTRUCTION		.14211							
179483	11/04/22	WTR REFUND OVERPMT	20.47	037024	139 5125 00 01		P - W	WATER REFUNDS	90.2495
BLACK & MCDONALD ELECTRI		006424							
179484	11/04/22	PWK ST LIGHT MAINT	772.74	036970	76-1328906		P - W	TRANSPORTATION E	52.80.151.08.5420
BLOWERS/REBECCA		.12352							
163628	10/31/22	VOIDED CHECK	48.42CR	036966	216 5605 00 08		P - H	WATER REFUNDS	90.2495
BLUE RAVEN SOLAR		.13927							
179485	11/04/22	REFUND BLDG PERMIT	4.20	036920	BLD6-22-00027		P - W	PLANNING SERVICE	10.40.3222
179485	11/04/22	REFUND BLDG PERMIT	62.00	036920	BLD6-22-00027		P - W	BUILDING PERMITS	10.20.3071
179485	11/04/22	REFUND BLDG PERMIT	44.00	036920	BLD6-22-00027		P - W	ELECTRICIAL INSP	10.40.3224
179485	11/04/22	REFUND BLDG PERMIT	5.40	036920	BLD6-22-00027		P - W	PLANNING SERVICE	10.40.3222
			115.60	*CHECK TOTAL					
		VENDOR TOTAL	115.60						
BOWER/THOMAS		.12205							
162516	10/31/22	VOIDED CHECK	119.89CR	036965	216 5575 00 04		P - H	WATER REFUNDS	90.2495
BOZEMAN/MARIANN		.14228							
179486	11/04/22	WTR REFUND OVERPMT	47.07	037041	233 8802 00 04		P - W	WATER REFUNDS	90.2495
BROWN/RODERICK		.14208							
179487	11/04/22	WTR REFUND OVERPMT	156.16	037021	137 3500 00 02		P - W	WATER REFUNDS	90.2495
CANON FINANCIAL SERVICES		000342							
179488	11/04/22	COPIER LEASE	152.00	036972	29375970		P - W	COPIER LEASE & U	10.20.001.04.5110
CARBON CENTRAL LLC		006227							
179489	11/04/22	WWT VAPOR CARBON SERVICE	6,170.00	036973	3734		P - W	MINOR EQUIPMENT	92.70.902.18.5601

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARPENTER/KOURTNEY .14220		179490	11/04/22	WTR REFUND OVERPMT	20.07	037033	211 2150 00 10		P - W	WATER REFUNDS	90.2495
CBIZ BENEFITS & INSURANC 008459		179491	11/04/22	FINALIZED AUDIT	332.00	036974	562300		P - W	PROPERTY/IM/DP	10.50.300.16.5711
CHHETRI/MANOJ .14226		179493	11/04/22	WTR REFUND OVERPMT	38.59	037039	233 0265 00 09		P - W	WATER REFUNDS	90.2495
CINTAS RENTAL SERVICE 000129		179494	11/04/22	FIRE MOPS	65.93	036921	4135480061		P - W	PEST CONTROL/MOP	10.50.300.08.5369
CITY OF BLUE SPRINGS 006820		179495	11/04/22	RECIPROCAL BOND	85.00	036971	W0190019		P - W	RECIPROCAL CASH	10.2441
CLAYTON PAPER & DISTRIBU 005670		179496	11/04/22	COPY PAPER	256.32	036922	165145		P - W	GENERAL SUPPLIES	65.60.491.04.5001
		179496	11/04/22	COPY PAPER	64.08	036922	165145		P - W	GENERAL SUPPLIES	61.60.458.04.5001
		179496	11/04/22	COPY PAPER	64.08	036922	165145		P - W	GENERAL SUPPLIES	10.60.481.04.5001
				VENDOR TOTAL	384.48		*CHECK TOTAL				
CLINICAL COUNSELING ASSO 000367		179492	11/04/22	WEEKLY SERVICES	2,250.00	036975	10.31.2022		P - W	EMPLOYEE ASSISTA	10.95.140.02.4110
COMMERCIAL AQUATIC SERVI 007993		179497	11/04/22	CCTR BOOSTER PUMP	998.50	036976	44652-1		P - W	BUILDING MAINTEN	65.60.491.14.5571
CORUM/CHEYANNE .14227		179498	11/04/22	WTR REFUND OVERPMT	28.35	037040	233 8715 00 04		P - W	WATER REFUNDS	90.2495
COX/PATRICK .14223		179499	11/04/22	WTR REFUND OVERPMT	9.87	037036	220 1170 00 05		P - W	WATER REFUNDS	90.2495
COXON/ROBERT .14204		179500	11/04/22	WTR REFUND OVERPMT	21.65	037017	117 4090 00 39		P - W	WATER REFUNDS	90.2495
CULLUM & BROWN OF KANSAS 005144		179501	11/04/22	WWT REPL BLOWER MOTOR	9,976.70	036977	3018407		P - W	WWTR PLANT MAINT	92.70.902.14.5534
CURRY INVESTMENT CO .14197		179502	11/04/22	WTR REFUND OVERPMT	20.56	037010	102 0005 00 04		P - W	WATER REFUNDS	90.2495
CYCLONE INC 000095		179503	11/04/22	FIRE PORT A POT	75.00	036923	34807		P - W	BUILDING MAINTEN	10.50.300.14.5571
DAILEY/ANGELA .14218		179504	11/04/22	WTR REFUND OVERPMT	94.45	037031	210 0640 00 10		P - W	WATER REFUNDS	90.2495

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
DANDO ARABIAN FARM		.14230						
179505	11/04/22	WTR REFUND OVERPMT	14.24	037043	266 0040 00 01		P - W WATER REFUNDS	90.2495
DARCY/ELIZABETH		.14205						
179506	11/04/22	WTR REFUND OVERPMT	157.94	037018	119 1460 00 07		P - W WATER REFUNDS	90.2495
ED M FELD EQUIPMENT CO I		005333						
179507	11/04/22	FIRE HOODS-10	290.00	036925	0412655-IN		P - W MINOR EQUIPMENT	75.50.780.18.5601
179507	11/04/22	FIRE YELLOW HELMETS-2	630.00	036926	0412774-IN		P - W MINOR EQUIPMENT	75.50.780.18.5601
179507	11/04/22	FIRE BUNKER BOOTS	319.00	036927	0412656-IN		P - W MINOR EQUIPMENT	75.50.780.18.5601
179507	11/04/22	FIRE CO DETECTORS-4	640.00	036928	0412190-IN		P - W MINOR EQUIPMENT	10.50.301.18.5601
			1,879.00		*CHECK TOTAL			
		VENDOR TOTAL	1,879.00					
ENGLE/LUCAS GARRETT		000554						
179508	11/04/22	PKS OCT LEAGUE SCHEDULE	1,500.00	036929	OCT		P N W CONTRACT LABOR	61.60.458.08.5397
ETZENHOUSER/SCOTT & AMY		.14212						
179509	11/04/22	WTR REFUND OVERPMT	19.36	037025	140 0480 00 13		P - W WATER REFUNDS	90.2495
FLEX MADE EASY		005921						
179510	11/04/22	FLEX SPENDING ACCT FEES	40.00	036930	LIB SEPT 2022		P N W MISCELLANEOUS FE	10.25.011.08.5399
FOLEY EQUIPMENT CO INC		006120						
179511	11/04/22	ST #709 PARTS	1,596.65	036978	PS400442212		P - W VEHICLE MAINTENA	10.70.225.14.5541
GALL'S INC		005394						
179512	11/04/22	FIRE UNIFORMS	202.25	036931	022421301		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	266.11	036932	022421308		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	219.73	036933	022421317		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	91.61	036934	022457060		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	2.64	036935	022462087		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	233.23	036936	022445828		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	103.52	036937	022445870		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	16.70	036938	022450128		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	235.60	036939	022476641		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	107.34	036940	022477935		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	69.67	036941	022481641		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	102.76	036942	022481648		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	14.42	036943	022484076		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	32.80	036944	022487858		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	19.08	036945	022493078		P - W CLOTHING EXPENSE	10.50.301.38.5812
179512	11/04/22	FIRE UNIFORMS	73.89	036946	022495868		P - W CLOTHING EXPENSE	10.50.301.38.5812
			1,791.35		*CHECK TOTAL			
		VENDOR TOTAL	1,791.35					
HACH INC		002210						
179513	11/04/22	WWT PROBES	123.52	036947	13276534		P - W CONTRACT LABOR	92.70.902.08.5397

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
HEARTLAND MECHANICAL SER 005408											
179514 11/04/22 HVAC MAINTENANCE 2022					543.33	037048	14630		220005	P - W BUILDING MAINTEN	10.95.140.14.5571
179514 11/04/22 HVAC MAINTENANCE 2022					543.34	037049	14630		220005	P - W BUILDING MAINTEN	10.95.140.14.5571
179514 11/04/22 HVAC MAINTENANCE 2022					543.33	037050	14630		220005	P - W BUILDING MAINTEN	10.95.140.14.5571
					1,630.00	*CHECK TOTAL					
VENDOR TOTAL					1,630.00						
HERBERT/BRANDON & LISA .14195											
179515 11/04/22 WTR REFUND OVERPMT					10.92	037008	101 3160 00 10			P - W WATER REFUNDS	90.2495
HILL/DAVID .14198											
179516 11/04/22 WTR REFUND OVERPMT					97.85	037011	102 2920 00 01			P - W WATER REFUNDS	90.2495
HISTORIC DOWNTOWN LIBERT 004528											
179517 11/04/22 HDLI CONTRACT					2,500.00	037051	NOV	210156	P - W	HDLI CONTRACT	67.20.061.38.5823
HOFFMAN/DR BRADFORD V 005904											
179518 11/04/22 2022 MEDICAL DIRECTOR					1,000.00	037052	NOV	220003	P M W	MEDICAL FEES	10.50.311.08.5356
HUTCHINSON SALT COMPANY 004121											
179519 11/04/22 2022 ROAD SALT					1,515.44	037053	173717	220002	P - W	SALT-SNOW REMOVA	10.70.225.15.5632
IDEKER INC 005268											
179520 11/04/22 ST ASPHALT					326.15	036979	21191			P - W ASPHALT-STREET R	50.75.607.14.5621
179520 11/04/22 ST ASPHALT					760.65	036980	21196			P - W ASPHALT-STREET R	50.75.607.14.5621
					1,086.80	*CHECK TOTAL					
VENDOR TOTAL					1,086.80						
JOEL REINOEHL MARKETING 000012											
179521 11/04/22 GOLF SPONSORSHIP-CANES					120.00	036948	RCC003			P N W CONTRACT LABOR	60.60.415.08.5397
JONES/CHRISTEN .14224											
179522 11/04/22 WTR REFUND OVERPMT					145.88	037037	220 1400 00 03			P - W WATER REFUNDS	90.2495
JONES/NATHAN 005257											
179523 11/04/22 CCTR SWIM INSTR					162.00	036981	10/30			P N W PRIVATE SWIMMING	65.60.417.08.8125
179523 11/04/22 CCTR SWIM INSTR					52.00	036981	10/30			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
					214.00	*CHECK TOTAL					
VENDOR TOTAL					214.00						
K C WINWATER WORKS CO 002767											
179524 11/04/22 WTR INVENTORY					944.00	036982	301962 01			P - W INVENTORY-MATERI	90.1700
179524 11/04/22 WTR SUPPLIES					206.00	036983	301962 01			P - W MAINS & LINES MA	90.70.801.14.5532
179524 11/04/22 VALVE REPL PROJECT					3,533.00	036984	302241 01			P - W CONSTRUCTION CON	94.70.802.36.7510
					4,683.00	*CHECK TOTAL					
VENDOR TOTAL					4,683.00						
K-BRO INC .14203											
179525 11/04/22 WTR REFUND OVERPMT					45.44	037016	117 2581 00 02			P - W WATER REFUNDS	90.2495

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
KELLER/THOMAS .14234		179526	11/04/22	WTR REFUND OVERPMT	37.08	037047	221 4051 00 02		P - W	WATER REFUNDS	90.2495
KENNEDY & TRINITY .14213		179527	11/04/22	WTR REFUND OVERPMT	63.59	037026	140 3045 00 13		P - W	WATER REFUNDS	90.2495
KEY EQUIPMENT & SUPPLY C 007275		179528	11/04/22	WTR EQUIPMENT	5,120.00	036985	KC205483		P - W	MINOR EQUIPMENT	90.70.801.18.5601
KONICA MINOLTA BUSINESS 005910		179529	11/04/22	COPIER LEASE	266.82	036986	485486591		P - W	MAINT-OFFICE EQU	65.60.491.14.5551
		179529	11/04/22	COPIER LEASE	266.82	036986	485486591		P - W	OFFICE EQUIPMENT	10.60.483.14.5551
		179529	11/04/22	COPIER LEASE	533.63	036986	485486591		P - W	OFFICE EQUIPMENT	61.60.458.14.5551
					1,067.27	*CHECK TOTAL					
VENDOR TOTAL					1,067.27						
LIBERTY AREA CHAMBER OF 008208		179530	11/04/22	ADVERTISING	3,000.00	036987	33724		P - W	CONTRIBUTIONS TO	67.20.061.38.5807
LIBERTY SOLAR, LLC 006703		179531	11/04/22	SOLAR SERVICES	2,881.96	036988	40		P N W	ELECTRIC	61.60.458.12.5401
		179531	11/04/22	SOLAR SERVICES	7,335.33	036988	40		P N W	ELECTRIC	90.70.802.12.5401
		179531	11/04/22	SOLAR SERVICES	819.71	036988	40		P N W	ELECTRIC	92.70.902.12.5401
					11,037.00	*CHECK TOTAL					
VENDOR TOTAL					11,037.00						
LIBERTY SPORTS OFFICIALS 009209		179532	11/04/22	2022 OFFICIATING SERVICE	120.00	037054	FALL 15-SB22	220006	P - W	CONTRACT LABOR	61.60.458.08.5397
LITTLE/BRYAN .14231		179533	11/04/22	WTR REFUND OVERPMT	150.00	037044	102 2500 00 05		P - W	WATER REFUNDS	90.2495
LOCKETT/KENNETH & MELISS .14214		179534	11/04/22	WTR REFUND OVERPMT	87.69	037027	144 0455 00 11		P - W	WATER REFUNDS	90.2495
MASKILL/JEANIE .14233		179535	11/04/22	WTR REFUND OVERPMT	67.48	037046	136 2340 00 18		P - W	WATER REFUNDS	90.2495
MCALLISTER/STEVEN .14217		179536	11/04/22	WTR REFUND OVERPMT	126.46	037030	209 2760 00 11		P - W	WATER REFUNDS	90.2495
MCCARTNEY/ROBERT .14199		179537	11/04/22	WTR REFUND OVERPMT	184.80	037012	102 3310 00 09		P - W	WATER REFUNDS	90.2495
MEALS ON WHEELS 003134		179538	11/04/22	AGING SUBSIDIZED MEALS	3,024.81	036989	4		P - W	MEALS ON WHEELS	10.60.481.04.5064
METRO ASPHALT INC 005923		179539	11/04/22	PAVEMENT RESTORATION	11,915.64	037055	FINAL	220087	F - W	OVERLAY PROGRAM	50.75.604.36.7515

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
METRO ASPHALT INC 005923									
179539	11/04/22	FINAL RETAINAGE	595.78	CR	037056 FINAL RETAINAG			P - W RETAINAGE PAYABL	50.2115
179539	11/04/22	RETAINAGE	35,042.37		037057 RETAINAGE			P - W RETAINAGE PAYABL	50.2115
179539	11/04/22	RETAINAGE	46,670.28		037058 RETAINAGE			P - W RETAINAGE PAYABL	52.2115
			93,032.51		*CHECK TOTAL				
		VENDOR TOTAL	93,032.51						
MICK/BROCK .14225									
179540	11/04/22	WTR REFUND OVERPMT	139.62		037038 221 3535 00 25			P - W WATER REFUNDS	90.2495
MIDWEST OFFICE TECHNOLOG 008612									
179541	11/04/22	COPIER LEASE	156.31		036990 INST336206			P - W COPIER LEASE & U	10.20.001.04.5110
MIDWEST PUBLIC RISK - BM 005684									
179542	11/04/22	COBRA PREM-MEREDITH EWER	1,660.56		036949 NOV 2022			P - W HEALTH INSURANCE	10.95.140.02.4105
179542	11/04/22	COBRA PREM-MEREDITH EWER	91.80		036949 NOV 2022			P - W DENTAL INSURANCE	10.95.140.02.4107
179542	11/04/22	COBRA PREM-MEREDITH EWER	16.32		036949 NOV 2022			P - W VISION INSURANCE	10.95.140.02.4112
			1,768.68		*CHECK TOTAL				
		VENDOR TOTAL	1,768.68						
MISSISSIPPI LIME CO INC 005761									
179543	11/04/22	WTR LIME DRINKING WATER	7,003.76		037059 1639796		220015	P - W CHEMICALS	90.70.802.04.5010
MO STATE TREASURER 006103									
179544	11/04/22	UNCLAIMED PROPERTY 2022	2,021.49		036950 7/1/18-6/30/19			P - W UNCLAIMED CHECKS	10.2420
MOAZ CONSTRUCTION INC 006100									
179545	11/04/22	WTR CONCRETE	2,627.40		036991 88			P - W MAINS & LINES MA	90.70.801.14.5532
179545	11/04/22	ST ASPHALT/SIDEWALK	464.50		036992 88			P - W ASPHALT-STREET R	50.75.607.14.5621
			3,091.90		*CHECK TOTAL				
		VENDOR TOTAL	3,091.90						
NIFFEN/BARBARA .14200									
179546	11/04/22	WTR REFUND OVERPMT	51.89		037013 103 0590 00 01			P - W WATER REFUNDS	90.2495
NPG NEWSPAPERS INC 000221									
179547	11/04/22	DD LEGAL NOTICE	21.91		036951 6726592			P - W LEGAL ADS	10.80.151.08.5379
179547	11/04/22	FIN SUBSCRIPTION	51.00		036993 313870			P - W ADVERTISING	10.30.130.08.5371
			72.91		*CHECK TOTAL				
		VENDOR TOTAL	72.91						
NZIRAMASANGA/RUZIVO CEPH 000590									
179548	11/04/22	FENCE DAMAGE REPAIR	1,750.00		037060 #1			P N W STORMWATER IMPRO	50.77.653.36.7510
OTOCAST LLC 006082									
179549	11/04/22	LAC SCULPTURE PROGRAM	1,450.00		036994 2022.0178			P N W GRANT SUPPLIES	67.20.061.04.5054
OUTDOOR RESTROOMS LLC 003763									
179550	11/04/22	PKS PORT A POTS	225.00		036995 633317			P - W RENTAL	60.60.420.18.5611

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PETERMAN/MICHAEL 005248								
179551	11/04/22	DD CONF REIMB LODGING	495.78	036952	10/5-10/7		P - W TRAINING TRAVEL	10.80.151.06.5210
PETTY CASH/LIBERTY COMM 003524								
179552	11/04/22	CCTR MILEAGE	45.00	037061	PETTY CASH		P - W RSVP GRANT	65.60.491.04.5064
179552	11/04/22	CCTR MILEAGE	81.25	037061	PETTY CASH		P - W MISCELLANEOUS EX	61.60.458.38.5989
179552	11/04/22	CCTR MILEAGE	50.22	037061	PETTY CASH		P - W MISCELLANEOUS EX	61.60.458.38.5989
179552	11/04/22	CCTR MILEAGE	44.64	037061	PETTY CASH		P - W MISCELLANEOUS EX	61.60.458.38.5989
179552	11/04/22	CCTR MILEAGE	45.00	037061	PETTY CASH		P - W TRAINING TRAVEL	60.60.415.06.5210
179552	11/04/22	AGING B-DAY EXP	100.00	037061	PETTY CASH		P - W PROGRAM SUPPLIES	10.60.483.04.5099
179552	11/04/22	AGING B-DAY EXP	100.00	037061	PETTY CASH		P - W PROGRAM SUPPLIES	10.60.483.04.5099
179552	11/04/22	CCTR TRAINING	100.00	037061	PETTY CASH		P - W TRAINING COSTS	65.60.491.06.5259
179552	11/04/22	CCTR SHIPPING	10.70	037061	PETTY CASH		P - W MISCELLANEOUS EX	65.60.491.38.5989
179552	11/04/22	CCTR ANNIV CAKE	24.99	037061	PETTY CASH		P - W MISCELLANEOUS EX	65.60.491.38.5989
			601.80	*CHECK TOTAL				
		VENDOR TOTAL	601.80					
PHILLIPS/DORIS .14207								
179553	11/04/22	WTR REFUND OVERPMT	53.87	037020	135 0720 00 01		P - W WATER REFUNDS	90.2495
PLATTE COUNTY READY MIX 004482								
179554	11/04/22	PKS CONCRETE	6,577.50	036996	22568		P - W CITY PARK IMPROV	11.60.415.36.7305
POWER/JEFF & SHERRI .14215								
179555	11/04/22	WTR REFUND OVERPMT	11.97	037028	206 1750 00 03		P - W WATER REFUNDS	90.2495
PROFESSIONAL PEST SOLUTI 006333								
179556	11/04/22	PEST CONTROL	30.00	036953	11539		P - W PEST CONTROL/MOP	10.50.300.08.5369
179556	11/04/22	PEST CONTROL	30.00	036954	11538		P - W PEST CONTROL/MOP	10.50.300.08.5369
179556	11/04/22	PEST CONTROL	30.00	036955	11537		P - W PEST CONTROL/MOP	10.50.300.08.5369
179556	11/04/22	PEST CONTROL	22.50	036956	11542		P - W BUILDING MAINTEN	90.70.801.14.5571
179556	11/04/22	PEST CONTROL	22.50	036956	11542		P - W BUILDING MAINTEN	92.70.902.14.5571
179556	11/04/22	PEST CONTROL	150.00	036957	11546		P - W MISCELLANEOUS EX	61.60.458.38.5989
179556	11/04/22	PEST CONTROL	141.00	036958	11549		P - W BUILDING MAINTEN	65.60.491.14.5571
			426.00	*CHECK TOTAL				
		VENDOR TOTAL	426.00					
RAINBOW BAY INVESTMENTS .14194								
179557	11/04/22	WTR REFUND OVERPMT	132.03	037007	101 1500 00 02		P - W WATER REFUNDS	90.2495
REED/APRIL .14221								
179558	11/04/22	WTR REFUND OVERPMT	65.61	037034	212 1280 00 03		P - W WATER REFUNDS	90.2495
REJIS COMMISSION 006030								
179559	11/04/22	MOBILE TICKET INTERFACE	111.00	036959	494387		P - W MISCELLANEOUS FE	10.20.131.08.5399
179559	11/04/22	COURT FEES	92.55	036960	494564		P - W MISCELLANEOUS FE	10.20.131.08.5399
			203.55	*CHECK TOTAL				
		VENDOR TOTAL	203.55					

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REPUBLIC SERVICES #468				008397							
		179560	11/04/22	SOLID WASTE COLLECTION	122,867.57	036961	3-0468-0011069			P - W NEIGHBORHOOD COL	98.70.227.08.5381
		179560	11/04/22	RECYCLING COLLECTION	36,927.94	036961	3-0468-0011069			P - W NEIGHBORHOOD COL	98.70.227.08.5381
					159,795.51		*CHECK TOTAL				
				VENDOR TOTAL	159,795.51						
RICOH USA, INC				000314							
		179561	11/04/22	COPIER LEASE	105.53	036962	37172723			P - W COPIER LEASE & U	10.20.131.04.5110
ROWE/CAITLIN				.14201							
		179562	11/04/22	WTR REFUND OVERPMT	109.36	037014	103 1930 00 02			P - W WATER REFUNDS	90.2495
SCHOELLER PLUMBING				005042							
		179563	11/04/22	CCTR LOCKER ROOM DRAINS	3,745.00	036997	3571			P - W BUILDING MAINTEN	65.60.491.14.5571
SEBA/ELISE				000509							
		179564	11/04/22	CCTR SWIM INSTR	70.00	036998	10/26			P N W PRIVATE SWIMMING	65.60.417.08.8125
SHAWNEE MISSION FORD INC				006636							
		179565	11/04/22	P&D FORD RANGERS 2022	31,782.00	037062	27714	220078		P - W VEHICLES	10.80.153.36.7101
SHIPPET/LINDA				.14216							
		179566	11/04/22	WTR REFUND OVERPMT	61.59	037029	209 2030 00 01			P - W WATER REFUNDS	90.2495
SHOGER/LAUREL				005680							
		179567	11/04/22	CCTR SWIM INSTR	144.00	036999	10/30			P N W PRIVATE SWIMMING	65.60.417.08.8125
SHOPPA'S MID AMERICA, LL				000173							
		179568	11/04/22	WWT FORKLIFT SERVICE	121.45	036963	4852756			P - W VEHICLE MAINTENA	92.70.902.14.5541
SMITHMIER/KRISTAN				006207							
		179569	11/04/22	POL MPCA COMMAND COLLEGE	1,947.00	036964	11/13-4/7			P - W TRAINING TRAVEL	10.40.500.06.5210
SOMERS/KAINEN				.14229							
		179570	11/04/22	WTR REFUND OVERPMT	57.20	037042	245 1035 00 05			P - W WATER REFUNDS	90.2495
STANLEY SECURITY SOLUTIO				005413							
		179571	11/04/22	WTP SECURITY	868.56	037000	6002839572			P - W WATER PLANT MAIN	90.70.802.14.5534
STRATHMAN/AMY E				006050							
		179572	11/04/22	CCTR SWIM INSTR	36.00	037001	10/29			P N W PRIVATE SWIMMING	65.60.417.08.8125
STRATUS BUILDING SOLUTIO				000460							
		179573	11/04/22	CCTR- 3RD SHIFT CLEANING	3,682.00	037063	5620476	220027		P N W CONTRACT LABOR	65.60.491.08.5397
SUMNERONE INC				005662							
		179574	11/04/22	COPIER USAGE	11.21	037002	3376419			P - W GENERAL SUPPLIES	90.70.801.04.5001
		179574	11/04/22	COPIER USAGE	11.21	037002	3376419			P - W GENERAL SUPPLIES	92.70.901.04.5001
		179574	11/04/22	COPIER USAGE	11.21	037002	3376419			P - W GENERAL SUPPLIES	92.70.902.04.5001

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SUMNERONE INC				005662						
179574		11/04/22		PLOTTER MAINT	212.55	037003	3377534		P - W MAINT-OFFICE EQU	10.90.132.14.5551
					246.18	*CHECK TOTAL				
				VENDOR TOTAL	246.18					
SWALL/SARA				.14219						
179575		11/04/22		WTR REFUND OVERPMT	150.00	037032	210 0800 00 04		P - W WATER REFUNDS	90.2495
TRAVELERS INDEMNITY COMP				000432						
179576		11/04/22		POL DEDUCTIBLE	2,673.50	037004	618746		P - W MISCELLANEOUS FE	10.40.500.08.5399
TW SPORTSWEAR, LLC				005575						
179577		11/04/22		CCTR UNIFORM CLOTHING	175.68	037005	42860		P - W CLOTHING EXPENSE	65.60.491.38.5812
179577		11/04/22		CCTR UNIFORM CLOTHING	122.20	037005	42860		P - W CLOTHING EXPENSE	60.60.415.38.5812
					297.88	*CHECK TOTAL				
				VENDOR TOTAL	297.88					
VALVOLINE LLC				005460						
179578		11/04/22		#134 OIL CHANGE	24.99	037006	43337		P - W VEHICLE MAINTENA	10.80.153.14.5541
VANCE BROTHERS INC				000957						
179579		11/04/22		ST EMULSION	182.70	037064	ZH00026933		P - W ASPHALT-STREET R	50.75.607.14.5621
179579		11/04/22		ST ASPHALT	408.00	037065	IG00017531		P - W ASPHALT-STREET R	50.75.607.14.5621
179579		11/04/22		ST ASPHALT	408.00	037066	IG00017628		P - W ASPHALT-STREET R	50.75.607.14.5621
					998.70	*CHECK TOTAL				
				VENDOR TOTAL	998.70					
VIVINT INC.				.14202						
179580		11/04/22		WTR REFUND OVERPMT	121.01	037015	115 0920 00 04		P - W WATER REFUNDS	90.2495
VOSS LIGHTING INC				005809						
179581		11/04/22		PWK CITY HALL LIGHTS	140.09	037067	17257409-00		P - W FACILITIES MAINT	10.70.221.14.5572
WINTERSTONE GOLF COURSE				000196						
179582		11/04/22		PKS GOLF TOURNAMENT	4,368.00	037068	T-08122022		P N W CHARITABLE FUND	60.60.415.38.5802
WORK ZONE INC/THE				008901						
179583		11/04/22		ST SIGN MATERIALS	219.00	037069	63762		P - W STREET SIGNS	50.75.607.14.5641
WYZARD/DONALD & CLAUDIA				.14232						
179584		11/04/22		WTR REFUND OVERPMT	74.51	037045	137 3110 00 12		P - W WATER REFUNDS	90.2495
815 MICHIGAN LLC				.14209						
179585		11/04/22		WTR REFUND OVERPMT	146.58	037022	137 3520 00 05		P - W WATER REFUNDS	90.2495

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1817	10/31/22	FIRE #611 ANTIFREEZE	44.97				M VEHICLE MAINTENA	10.50.301.14.5541
1817	10/31/22	OIL PAN AND GASKET	94.56				M VEHICLE MAINTENA	60.60.420.14.5541
1817	10/31/22	HELLO SIGN	20.00				M MISCELLANEOUS FE	65.60.491.08.5399
1817	10/31/22	SUPPLIES FOR 1ST AID	12.50				- M TRAINING COSTS	65.60.491.06.5259
1817	10/31/22	FIRE CHAINSAW CHAIN	96.99				M MINOR TOOLS	10.50.301.04.5018
1817	10/31/22	ANGLE GRINDER	96.00				M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	CONCRETE FOR STORM MAIN	193.00				M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	SEED, STRAW	71.48				M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	SEED, STRAW	71.48				M MAINS & LINES MA	92.70.901.14.5532
1817	10/31/22	MEASURING TAPE FOR BALL	26.02				M GROUNDS/LANDSCAP	61.60.458.14.5575
1817	10/31/22	MEASURING TAPE FOR BALL	14.86				M GROUNDS/LANDSCAP	61.60.458.14.5575
1817	10/31/22	PADDED ENVELOPES FOR MAI	57.29				M GENERAL SUPPLIES	10.20.121.04.5001
1817	10/31/22	DUSTER FOR VARIOUS OFFIC	14.89				M GENERAL SUPPLIES	10.20.001.04.5001
1817	10/31/22	LAPTOP BACKPACK	34.49				M GENERAL SUPPLIES	10.30.130.04.5001
1817	10/31/22	LAPTOP BACKPACK	5.52				M GENERAL SUPPLIES	90.70.803.04.5001
1817	10/31/22	LAPTOP BACKPACK	5.97				M GENERAL SUPPLIES	92.70.903.04.5001
1817	10/31/22	FILTERS FOR HUMIDIFIER	33.96				M MAINTENANCE SUPP	92.70.902.04.5009
1817	10/31/22	PAINT ROLLER FOR PAVEMEN	2.29				M STREET SIGNS	50.75.607.14.5641
1817	10/31/22	602 CW LAST CHARLIES	25.00				M VEHICLE MAINTENA	10.50.315.14.5541
1817	10/31/22	FOOD FOR DEPARTMENT PICN	1,633.50				M FOOD	10.50.300.04.5013
1817	10/31/22	3 GUN INSTRUCTOR HOTEL-E	403.20				M TRAINING TRAVEL	69.40.501.06.5210
1817	10/31/22	MEETING AT LATHROP GPM	11.00				M MEETING EXPENSE	10.20.001.38.5803
1817	10/31/22	CHALLENGE RUNNER APP FOR	299.00				M WELLNESS	65.60.417.08.8227
1817	10/31/22	WWT UNIFORM SHIRTS	49.98				- M CLOTHING EXPENSE	92.70.901.38.5812
1817	10/31/22	ACTIVE 911	769.50				M BUILDING MAINTEN	10.50.300.14.5571
1817	10/31/22	WWT UNIFORM JACKETS	90.62				- M PROTECTIVE CLOTH	92.70.901.38.5813
1817	10/31/22	DRAIN FUNNEL	39.40				M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	CARPET STRIP	8.06				M BUILDING MAINTEN	92.70.901.14.5571
1817	10/31/22	CARPET STRIP	8.06				M BUILDING MAINTEN	90.70.801.14.5571
1817	10/31/22	UNIFORM SHIRTS FOR NEW	25.00				- M CLOTHING EXPENSE	10.70.225.38.5812
1817	10/31/22	SHADOW BOXES FOR EWER AN	188.94				M MINOR EQUIPMENT	10.40.500.18.5601
1817	10/31/22	OUTER WEAR FOR MULTIPLE	423.75				M PROTECTIVE CLOTH	10.70.225.38.5813
1817	10/31/22	UNIFORM PANTS	54.95				M CLOTHING EXPENSE	92.70.901.38.5812
1817	10/31/22	UNIFORM PANTS	54.95				M CLOTHING EXPENSE	90.70.801.38.5812
1817	10/31/22	WIPER FLUID, BATTERY - H	48.19				M MISC EQUIPMENT M	90.70.801.14.5559
1817	10/31/22	WIPER FLUID, BATTERY - H	48.18				M MISC EQUIPMENT M	92.70.901.14.5559
1817	10/31/22	WTR UNIFORM SHIRTS	70.01				- M CLOTHING EXPENSE	90.70.801.38.5812
1817	10/31/22	COLLAPSIBLE GOALS	379.98				M RECREATION SUPPL	65.60.491.04.5004
1817	10/31/22	DOOR PULL FOR RESTROOM	14.98				M OTHER	60.60.420.38.5989
1817	10/31/22	CONCRETE STREET CUT	214.00				M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	FACEBOOK AD FOR POLICE O	25.90				M RECRUITMENT EXPE	59.40.500.08.5372
1817	10/31/22	WWT UNIFORM CLOTHING	88.13				- M PROTECTIVE CLOTH	92.70.901.38.5813
1817	10/31/22	HOSE ASSEMBLIES(2) FOR C	731.41				M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	HOSE ASSEMBLIES(2) FOR C	38.50				M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	SANDING CLOTH, 1 X 10 CO	13.28				M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	SANDING CLOTH, 1 X 10 CO	16.22				M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	SAFETY GLASSES & RUBBER	223.09				M PROTECTIVE CLOTH	10.70.225.38.5813
1817	10/31/22	SAFETY GLASSES & RUBBER	9.29				M PROTECTIVE CLOTH	10.70.225.38.5813
1817	10/31/22	BROOM,TAPE	53.28				- M SMALL TOOLS	90.70.801.04.5018
1817	10/31/22	BROOM,TAPE	53.28				- M SMALL TOOLS	92.70.901.04.5018

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1817	10/31/22	ADMIN DOOR SIGN - SECOND	74.04				M FACILITIES MAINT	10.70.221.14.5572
1817	10/31/22	PIGTAIL CONNECTION F	30.99				- M VEHICLE MAINTENA	90.70.801.14.5541
1817	10/31/22	PIGTAIL CONNECTION F	30.99				- M VEHICLE MAINTENA	92.70.901.14.5541
1817	10/31/22	CREDIT VOUCHER LOWES #01	16.22CR				M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	1X8 CONCRETE FORM	15.32				- M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	BREAKFAST WITH MARK STOM	39.12				M MEETING EXPENSE	10.20.001.38.5803
1817	10/31/22	MAINTENANCE MATERIALS FO	7.58				M MAINTENANCE MATE	90.70.802.04.5009
1817	10/31/22	MAINTENANCE MATERIALS FO	34.98				M MAINTENANCE MATE	90.70.802.04.5009
1817	10/31/22	MAINTENANCE MATERIALS FO	34.98				M MAINTENANCE MATE	90.70.802.04.5009
1817	10/31/22	MAINTENANCE MATERIALS FO	41.25				M MAINTENANCE MATE	90.70.802.04.5009
1817	10/31/22	CONCRETE FORMS	50.65				M CITY PARK IMPROV	11.60.415.36.7305
1817	10/31/22	SOCKET SET	14.98				M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	2 TACTICAL HEADSETS	599.50				M ARMORY SUPPLIES	10.40.501.04.5051
1817	10/31/22	HALLOWEEN CANDY FOR PART	29.48				M PROGRAM SUPPLIES	10.60.483.04.5099
1817	10/31/22	HALLOWEEN CANDY FOR PART	61.38				M GENERAL SUPPLIES	10.60.483.04.5001
1817	10/31/22	AIR HOSEREEL	119.00				M MISC EQUIPMENT M	61.60.458.14.5559
1817	10/31/22	FIRE OFFICE SUPPLIES	34.02				M GENERAL SUPPLIES	10.50.300.04.5001
1817	10/31/22	FIRE PICNIC SUPPLIES	28.63				M FOOD	10.50.300.04.5013
1817	10/31/22	CHAMBER OF COMMERCE LUNC	18.00				M MEETING EXPENSE	10.40.500.38.5803
1817	10/31/22	ONE YEAR CYLINDER LEASE	25.20				M GENERAL SUPPLIES	65.60.491.04.5001
1817	10/31/22	ONE YEAR CYLINDER LEASE	25.20				M MISCELLANEOUS FE	10.60.483.08.5399
1817	10/31/22	ALPHA CARDS	7.79				M GENERAL SUPPLIES	90.30.133.04.5001
1817	10/31/22	FIRE PICNIC SUPPLIES	78.80				M FOOD	10.50.300.04.5013
1817	10/31/22	MICHAEL PROTECTIVE CLOTH	219.96				M PROTECTIVE CLOTH	90.70.801.38.5813
1817	10/31/22	WORK PHONE CASE	34.50				M OTHER	10.25.011.38.5989
1817	10/31/22	KITCHEN SUPPLIES	15.82				M GENERAL SUPPLIES	90.70.802.04.5001
1817	10/31/22	UNIFORM PANTS	121.97				M CLOTHING EXPENSE	10.70.225.38.5812
1817	10/31/22	PANTS	104.30				M CLOTHING EXPENSE	90.70.802.38.5812
1817	10/31/22	MULTITOO	14.99				M MISCELLANEOUS EX	92.70.901.38.5989
1817	10/31/22	MULTITOO	14.99				M MISCELLANEOUS EX	90.70.801.38.5989
1817	10/31/22	OUTERWEAR FOR NEW EMPLOY	129.99				M PROTECTIVE CLOTH	10.70.225.38.5813
1817	10/31/22	2 XEROX B310 TONERS FOR	208.00				M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	NAYS LEAGUE DIRECTOR REN	15.00				M REGISTRATION FEE	61.60.458.06.5251
1817	10/31/22	ORP (DIGESTER #2) PROCES	1,473.16				M MINOR EQUIPMENT	92.70.902.18.5601
1817	10/31/22	FERTILIZER FOR RESTORATI	23.99				M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	603 CW	25.00				M VEHICLE MAINTENA	10.50.321.14.5541
1817	10/31/22	ICE MAKER DRAIN	7.85				M BUILDING MAINTEN	60.60.420.14.5571
1817	10/31/22	TIRE REPAIR BACKHOE	52.95				M MISC EQUIPMENT M	60.60.420.14.5559
1817	10/31/22	FIRE OFFICE SUPPLIES	18.15				M GENERAL SUPPLIES	10.50.300.04.5001
1817	10/31/22	SEA FOAM	34.47				M MAINTENANCE MATE	61.60.458.04.5009
1817	10/31/22	2 CYCLE OIL, FUEL CAP, W	34.98				M MAINTENANCE MATE	61.60.458.04.5009
1817	10/31/22	FIRE TARPS-2	51.26				M EQUIPMENT SUPPLI	10.50.301.04.5017
1817	10/31/22	2 PICTURE FRAMES AND A C	41.83				M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	DISHES FOR KITCHEN	17.04				M GENERAL SUPPLIES	92.70.902.04.5001
1817	10/31/22	SEED/STRAW CITY PARK	15.98				M LANDSCAPING	52.60.420.14.5583
1817	10/31/22	3 BADGE CASES	87.00				M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	CHAIN LINK FENCE REPLACE	1,400.00				M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	LICENSE PLATE RENEWALS F	61.96				M VEHICLE MAINTENA	10.40.500.14.5541
1817	10/31/22	STRAW FOR RESEEDING CITY	63.97				M CITY PARK IMPROV	11.60.415.36.7305
1817	10/31/22	PARTIAL USE OF 2021 HALL	239.99				M THEATER PROMOTIO	65.60.417.08.8810

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1817	10/31/22	PRENTICE TREE REMOVAL	2,000.00					M MAINS & LINES MA	92.70.901.14.5532
1817	10/31/22	SEED/STRAW CITY PARK	87.93					M LANDSCAPING	52.60.420.14.5583
1817	10/31/22	LOWE'S - FIREARMS SUPPLI	12.48					M ARMORY SUPPLIES	10.40.501.04.5051
1817	10/31/22	LOWE'S - FIREARMS SUPPLI	39.96					M ARMORY SUPPLIES	10.40.501.04.5051
1817	10/31/22	COFFEE WITH A COP SUPPLI	101.94					M PROGRAM SUPPLIES	10.60.483.04.5099
1817	10/31/22	HOSE & CONNECTIONS FOR S	209.32					M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	HOSE & CONNECTIONS FOR S	11.02					M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	TWO BOTTLES OF TORDON WE	35.98					M WATER TOWERS MAI	90.70.802.14.5537
1817	10/31/22	SEED/STRAW CITY PARK	15.98					M LANDSCAPING	52.60.420.14.5583
1817	10/31/22	RETURN OF WINTER HOODIE	69.10CR					M PROTECTIVE CLOTH	92.70.902.38.5813
1817	10/31/22	PARKS & REC MASTER PLAN	13.79					M GENERAL SUPPLIES	60.60.415.04.5001
1817	10/31/22	PARKS & REC MASTER PLAN	8.09					M GENERAL SUPPLIES	60.60.415.04.5001
1817	10/31/22	PARKS & REC MASTER PLAN	8.49					M GENERAL SUPPLIES	60.60.415.04.5001
1817	10/31/22	PARKS & REC MASTER PLAN	15.99					M GENERAL SUPPLIES	60.60.415.04.5001
1817	10/31/22	SAMPLE PUMP PRESSURE SWI	44.60					M WATER PLANT MAIN	90.70.802.14.5534
1817	10/31/22	LIBERTY RV - RAPID JACK	55.61					M ARMORY SUPPLIES	10.40.501.04.5051
1817	10/31/22	CONCRETE FOR SIDEWALK RA	275.50					M ASPHALT-STREET R	50.75.607.14.5621
1817	10/31/22	WORK HOODIES	131.25					M PROTECTIVE CLOTH	90.70.802.38.5813
1817	10/31/22	IAFC ANNUAL DUES	215.00					M MEMBERSHIP DUES	10.50.300.38.5811
1817	10/31/22	2 STAFF BI-MONTHLY CHAMB	18.00					M MEETING EXPENSE	60.60.415.38.5803
1817	10/31/22	2 STAFF BI-MONTHLY CHAMB	18.00					M MEETING EXPENSE	60.60.415.38.5803
1817	10/31/22	BOLTS AND NUTS	5.19					M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	PLYWOOD FOR724 RIVERWOOD	227.34					M MAINS & LINES MA	92.70.901.14.5532
1817	10/31/22	PLYWOOD FOR724 RIVERWOOD	227.34					M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	REFUND	65.70CR					M VEHICLE MAINTENA	60.60.420.14.5541
1817	10/31/22	FIRE MEDICAL EQUIPMENT B	16.98					M MEDICAL SUPPLIES	10.50.311.04.5003
1817	10/31/22	FIRE MEDICAL EQUIPMENT B	69.96					M VEHICLE SUPPLIES	10.50.301.04.5006
1817	10/31/22	FACEBOOK AD FOR POLICE O	125.00					M RECRUITMENT EXPE	59.40.500.08.5372
1817	10/31/22	WEED KILLER	33.98					M WATER TOWERS MAI	90.70.802.14.5537
1817	10/31/22	CONCRETE FOR CURB REPLAC	283.50					M ASPHALT-STREET R	50.75.607.14.5621
1817	10/31/22	CISCO SFP AND CABLES.	242.37					M MINOR EQUIPMENT	10.90.132.18.5601
1817	10/31/22	SEPTEMBER TLO	75.00					M MISCELLANEOUS EX	10.40.502.38.5989
1817	10/31/22	TUCK 314 REPAIR	136.97					M VEHICLE MAINTENA	60.60.420.14.5541
1817	10/31/22	PLYWOOD FOR JOB AT 724 R	225.00					M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	PLYWOOD FOR JOB AT 724 R	225.00					M MAINS & LINES MA	92.70.901.14.5532
1817	10/31/22	TRUCK #183 TIE ROD ENDS	1,071.90					M VEHICLE MAINTENA	92.70.901.14.5541
1817	10/31/22	OPTICS PLANET - FOREND L	149.95					M ARMORY SUPPLIES	10.40.501.04.5051
1817	10/31/22	POL TRAINING-SIEFKER LEG	199.00					M TRAINING COSTS	59.40.500.06.5259
1817	10/31/22	OFFICE SUPPLIES FOR THIR	7.78					M GENERAL SUPPLIES	10.80.151.04.5001
1817	10/31/22	OFFICE SUPPLIES FOR THIR	7.89					M GENERAL SUPPLIES	10.70.201.04.5001
1817	10/31/22	OFFICE SUPPLIES FOR THIR	27.90					M GENERAL SUPPLIES	10.80.151.04.5001
1817	10/31/22	OFFICE SUPPLIES FOR THIR	3.94					M GENERAL SUPPLIES	10.80.151.04.5001
1817	10/31/22	OFFICE SUPPLIES FOR THIR	3.93					M GENERAL SUPPLIES	10.70.201.04.5001
1817	10/31/22	TAX REFUND	5.13CR					M PROTECTIVE CLOTH	92.70.901.38.5813
1817	10/31/22	TAX REFUND	5.12CR					M PROTECTIVE CLOTH	90.70.801.38.5813
1817	10/31/22	INDEED JOB ADVERTISEMENT	85.43					M MISCELLANEOUS EX	10.70.225.38.5989
1817	10/31/22	SUPPLIES FOR MATTER OF B	39.99					M PROGRAM SUPPLIES	10.60.483.04.5099
1817	10/31/22	SUPPLIES FOR MATTER OF B	43.98					M PROGRAM SUPPLIES	10.60.483.04.5099
1817	10/31/22	FIRE STATION SUPPLIES, T	129.16					M TRAINING COSTS	10.50.315.06.5259
1817	10/31/22	FIRE STATION SUPPLIES, T	153.23					M STATION SUPPLIES	10.50.301.04.5020

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1817	10/31/22	TRUCK 314	57.33				M VEHICLE MAINTENA	60.60.420.14.5541
1817	10/31/22	UNIFORM ITEMS	59.00				M CLOTHING EXPENSE	92.70.901.38.5812
1817	10/31/22	UNIFORM ITEMS	59.00				M CLOTHING EXPENSE	90.70.801.38.5812
1817	10/31/22	OFFICE SUPPLIES, LAPTOP	11.27				M GENERAL SUPPLIES	10.90.132.04.5001
1817	10/31/22	OFFICE SUPPLIES, LAPTOP	3.59				M GENERAL SUPPLIES	10.90.132.04.5001
1817	10/31/22	OFFICE SUPPLIES, LAPTOP	39.46				M GENERAL SUPPLIES	10.90.132.04.5001
1817	10/31/22	OFFICE SUPPLIES, LAPTOP	5.36				M GENERAL SUPPLIES	10.90.132.04.5001
1817	10/31/22	OFFICE SUPPLIES, LAPTOP	4.69				M GENERAL SUPPLIES	10.90.132.04.5001
1817	10/31/22	OFFICE SUPPLIES, LAPTOP	12.84				M GENERAL SUPPLIES	10.90.132.04.5001
1817	10/31/22	OFFICE SUPPLIES, LAPTOP	10.32				M GENERAL SUPPLIES	10.90.132.04.5001
1817	10/31/22	OFFICE SUPPLIES, LAPTOP	13.90				M GENERAL SUPPLIES	10.90.132.04.5001
1817	10/31/22	WE WILL GET REFUND FOR T	205.07				- M MINOR COMPUTER E	10.90.132.18.5605
1817	10/31/22	CABLES	10.99				M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	CABLES NEEDED FOR ADMIN	77.25				M MINOR EQUIPMENT	10.90.132.18.5601
1817	10/31/22	FIRE OFFICE SUPPLIES	15.29				M GENERAL SUPPLIES	10.50.300.04.5001
1817	10/31/22	GORILLA GLUE	5.56				M BUILDING MAINTEN	92.70.901.14.5571
1817	10/31/22	LUMBER	528.60				M CITY PARK IMPROV	11.60.415.36.7305
1817	10/31/22	VISIT LIBERTY FACEBOOK A	826.63				M ADVERTISING	67.20.061.08.5371
1817	10/31/22	BRENDEN CLOTHING	178.24				M CLOTHING EXPENSE	92.70.901.38.5812
1817	10/31/22	FIRE CREDIT	26.91	CR			M STATION SUPPLIES	10.50.301.04.5020
1817	10/31/22	600 CW	9.99				M VEHICLE MAINTENA	10.50.301.14.5541
1817	10/31/22	WINTER HOODIE	35.63				M PROTECTIVE CLOTH	90.70.802.38.5813
1817	10/31/22	601 CW	9.99				M VEHICLE MAINTENA	10.50.300.14.5541
1817	10/31/22	WOOD FOR DEBRIS BOX	39.98				M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	LODGING FOR FBINAA CONFE	365.31				M TRAINING TRAVEL	10.40.500.06.5210
1817	10/31/22	EARLY CHECK IN FEE--ARRI	34.49				M TRAINING TRAVEL	10.25.011.06.5210
1817	10/31/22	WORK JEANS	145.88				M CLOTHING EXPENSE	90.70.802.38.5812
1817	10/31/22	FIRE BATHROOM REPAIR	306.14				M BUILDING MAINTEN	10.50.300.14.5571
1817	10/31/22	602 CW	9.99				M VEHICLE MAINTENA	10.50.315.14.5541
1817	10/31/22	BOOTS FOR NEW EMPLOYEE	174.99				M PROTECTIVE CLOTH	10.70.225.38.5813
1817	10/31/22	MATTRESSES AND BOX SPRIN	1,754.94				M BUILDING MAINTEN	10.50.300.14.5571
1817	10/31/22	FIRE LIGHT BULBS	53.82				M STATION SUPPLIES	10.50.301.04.5020
1817	10/31/22	FIRE FUNERAL FLOWERS	100.00				M GENERAL SUPPLIES	10.50.300.04.5001
1817	10/31/22	FIRE TRAINING LUNCH	112.94				M FOOD	10.50.300.04.5013
1817	10/31/22	REBAR CHAIRS	94.63				M CITY PARK IMPROV	11.60.415.36.7305
1817	10/31/22	SPRINKLER REPAIR	0.59				M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	WORK T-SHIRTS	87.50				M CLOTHING EXPENSE	90.70.802.38.5812
1817	10/31/22	SCOTCH TAPE	36.72				M CITY PARK IMPROV	11.60.415.36.7305
1817	10/31/22	US FLAG	42.94				M GENERAL SUPPLIES	65.60.491.04.5001
1817	10/31/22	FBINAA FALL CONFERENCE H	461.44				M TRAINING TRAVEL	10.40.500.06.5210
1817	10/31/22	FIRE PROMOTIONAL CEREMON	58.94				M FOOD	10.50.300.04.5013
1817	10/31/22	SUTTON - CJIS CONFERENCE	299.52				M REGISTRATION FEE	10.40.500.06.5251
1817	10/31/22	FILTERS/DOOR SPRING FOR	459.50				M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	FOLDERS FOR COURT	39.78				M GENERAL SUPPLIES	10.20.131.04.5001
1817	10/31/22	FOLDERS FOR COURT	24.49				M GENERAL SUPPLIES	10.20.131.04.5001
1817	10/31/22	FIRE MEMORIAL WALL PLAQU	27.50				M GENERAL SUPPLIES	10.50.301.04.5001
1817	10/31/22	FIRE OFFICE SUPPLIES	30.06				M GENERAL SUPPLIES	10.50.300.04.5001
1817	10/31/22	FIRE VEHICLE DEF	377.99				M VEHICLE SUPPLIES	10.50.301.04.5006
1817	10/31/22	METERED PIPET	47.43				M LAB SUPPLIES	92.70.902.04.5014
1817	10/31/22	BULK ORDER NITRILE GLOVE	389.47				M LAB SUPPLIES	92.70.902.04.5014

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1817	10/31/22	CONTACT CEMENT FOR REPAI	20.63				M MISC EQUIPMENT M	65.60.491.14.5559
1817	10/31/22	HYDRO SEED	1,600.00				M CONST CNTRCT-LIT	96.70.901.36.7510
1817	10/31/22	STARLIGHT CRABAPPLE TREE	91.00				M MAINS & LINES MA	92.70.901.14.5532
1817	10/31/22	WATER REPAIR	30.52				M CITY PARK IMPROV	11.60.415.36.7305
1817	10/31/22	MISC TNT CUVETTES	533.62				M LAB SUPPLIES	92.70.902.04.5014
1817	10/31/22	GASKET	10.49				M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	MATERIALS FOR CATCH BASI	16.28				M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	MATERIALS FOR CATCH BASI	21.48				M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	BLOOD PRESSURE CUFF FOR	45.99				M MEDICAL SUPPLIES	65.60.491.04.5003
1817	10/31/22	CREDIT VOUCHER OREILLY A	5.00CR				M VEHICLE MAINTENA	90.70.801.14.5541
1817	10/31/22	TREE SUPPLIES AND SEWER	9.58				M MAINS & LINES MA	92.70.901.14.5532
1817	10/31/22	TREE SUPPLIES AND SEWER	23.96				M MAINS & LINES MA	92.70.901.14.5532
1817	10/31/22	OFFICE SUPPLIES	21.06				- M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	OFFICE SUPPLIES	30.38				- M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	OFFICE SUPPLIES	4.42				- M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	TRAILER PLUG IN FOR 119	20.99				M VEHICLE MAINTENA	90.70.801.14.5541
1817	10/31/22	MATERIALS FOR LEAF BOX/	7.98				M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	MATERIALS FOR LEAF BOX/	11.98				M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	CONCRETE FOR CATCH BASIN	109.63				M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	REBAR	2,694.00				M CITY PARK IMPROV	11.60.415.36.7305
1817	10/31/22	EQUIPMENT MARKING TAGS	143.46				M MAINTENANCE SUPP	92.70.902.04.5009
1817	10/31/22	PUMP INLET HOSE	40.50				M MISC EQUIPMENT M	90.70.801.14.5559
1817	10/31/22	PUMP INLET HOSE	40.50				M MISC EQUIPMENT M	92.70.901.14.5559
1817	10/31/22	RUBBER STOPPERS FOR BUCH	24.09				M LAB SUPPLIES	92.70.902.04.5014
1817	10/31/22	TNT HR NH3	71.03				M LAB SUPPLIES	92.70.902.04.5014
1817	10/31/22	STATE OF MISSOURI FLAG	35.99				M GENERAL SUPPLIES	65.60.491.04.5001
1817	10/31/22	RIVETS FOR DOOR HANDLE I	12.98				M BUILDING MAINTEN	61.60.458.14.5571
1817	10/31/22	PIPET BULBS	72.54				M LAB SUPPLIES	92.70.902.04.5014
1817	10/31/22	EXTENSION CABLES FOR IN	799.59				M MAINTENANCE SUPP	92.70.902.04.5009
1817	10/31/22	FIRE POSTAGE	19.63				M POSTAGE	10.50.300.38.5808
1817	10/31/22	BOOKS FOR GRIEF SUPPORT	181.10				M PROGRAM SUPPLIES	10.60.483.04.5099
1817	10/31/22	BOOKS FOR GRIEF SUPPORT	69.99				- M MINOR EQUIPMENT	10.60.483.18.5601
1817	10/31/22	GLOVES AND WASP SPRAY	13.96				M MISCELLANEOUS SU	61.60.458.04.5099
1817	10/31/22	GLOVES AND WASP SPRAY	17.98				M MISCELLANEOUS SU	61.60.458.04.5099
1817	10/31/22	GLOVES AND WASP SPRAY	26.98				M MISCELLANEOUS SU	61.60.458.04.5099
1817	10/31/22	NEW DOOR HANDLE FOR 4PLE	232.00				M BUILDING MAINTEN	61.60.458.14.5571
1817	10/31/22	GLOVES	19.98				M GENERAL SUPPLIES	60.60.420.04.5001
1817	10/31/22	FIRE BOTTLED WATER	34.90				M GENERAL SUPPLIES	10.50.300.04.5001
1817	10/31/22	TAK. HYDRAULIC COUPLER	45.44				M MISC EQUIPMENT M	90.70.801.14.5559
1817	10/31/22	TAK. HYDRAULIC COUPLER	45.44				M MISC EQUIPMENT M	92.70.901.14.5559
1817	10/31/22	CHAINSAW CHAIN	23.00				M MINOR EQUIPMENT	92.70.901.18.5601
1817	10/31/22	CHAINSAW CHAIN	22.99				M MINOR EQUIPMENT	90.70.801.18.5601
1817	10/31/22	CONCRETE FOR SIDEWALK RE	201.00				M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	FIRE TRAINING SUPPLIES	236.40				M TRAINING COSTS	10.50.315.06.5259
1817	10/31/22	OFFICE EQUIPMENT	18.68				M MINOR EQUIPMENT	10.90.132.18.5601
1817	10/31/22	OFFICE EQUIPMENT	78.92				M MINOR EQUIPMENT	10.90.132.18.5601
1817	10/31/22	OFFICE EQUIPMENT	39.88				M MINOR EQUIPMENT	10.90.132.18.5601
1817	10/31/22	OFFICE EQUIPMENT	28.45				M MINOR EQUIPMENT	10.90.132.18.5601
1817	10/31/22	OFFICE EQUIPMENT	119.96				M MINOR EQUIPMENT	10.90.132.18.5601
1817	10/31/22	HIGH SERVICE HOA SWITCHE	1,368.98				M WATER PLANT MAIN	90.70.802.14.5534

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1817	10/31/22	FIRE STATION SUPPLIES	107.78				M STATION SUPPLIES	10.50.301.04.5020
1817	10/31/22	ALARM BATTERIES	21.37				M OTHER	60.60.420.38.5989
1817	10/31/22	BOLTS	4.87				M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	FACEBOOK POLICE OFFICER	125.00				M RECRUITMENT EXPE	59.40.500.08.5372
1817	10/31/22	WELL ELECTRICAL REPAIR	237.50				M WELLFIELD MAINT	90.70.802.14.5535
1817	10/31/22	CONCRETE FOR WINDSOR ST	163.00				M MAINS & LINES MA	92.70.901.14.5532
1817	10/31/22	LAB SUPPLIES	462.48				M LAB SUPPLIES	90.70.802.04.5014
1817	10/31/22	OFFICE SUPPLIES	8.51				M GENERAL SUPPLIES	90.30.133.04.5001
1817	10/31/22	OFFICE SUPPLIES	8.51				M GENERAL SUPPLIES	92.30.134.04.5001
1817	10/31/22	OFFICE SUPPLIES	8.52				M GENERAL SUPPLIES	10.30.130.04.5001
1817	10/31/22	FIRE #613 VEHICLE OIL	108.94				M VEHICLE MAINTENA	10.50.301.14.5541
1817	10/31/22	CITY PARK REPAIR	193.47				M CITY PARK IMPROV	11.60.415.36.7305
1817	10/31/22	WELL 9 ELECTRICAL REPAIR	237.50				M WELLFIELD MAINT	90.70.802.14.5535
1817	10/31/22	SAFETY ITEMS	63.02				M PROTECTIVE CLOTH	92.70.901.38.5813
1817	10/31/22	SAFETY ITEMS	63.02				M PROTECTIVE CLOTH	90.70.801.38.5813
1817	10/31/22	BACKGROUND CHECKS.	420.00				- M CRIMINAL HISTORY	10.2474
1817	10/31/22	BACKGROUND CHECKS.	8.65				- M MISCELLANEOUS FE	10.30.130.08.5399
1817	10/31/22	IN PROCESS PH PROBE	1,407.97				M MINOR EQUIPMENT	92.70.902.18.5601
1817	10/31/22	2X6'S FOR TRAINING TOWER	35.04				- M BUILDING MAINTEN	10.50.300.14.5571
1817	10/31/22	PROPERTY LABELS	34.90				M PROPERTY ROOM SU	10.40.511.04.5052
1817	10/31/22	CREDIT VOUCHER LOWES #01	11.14CR				M OTHER	60.60.420.38.5989
1817	10/31/22	REIMB EXP-USED IN ERROR	60.00				- M A/R REIMBURSEABL	10.1405
1817	10/31/22	BACKGROUND CHECKS.	42.00				- M CRIMINAL HISTORY	10.2474
1817	10/31/22	BACKGROUND CHECKS.	1.09				- M MISCELLANEOUS FE	10.30.130.08.5399
1817	10/31/22	MO GFOA MEMBERSHIP RENEW	9.00				M REGISTRATION FEE	90.30.133.06.5251
1817	10/31/22	MO GFOA MEMBERSHIP RENEW	9.75				M REGISTRATION FEE	92.30.134.06.5251
1817	10/31/22	MO GFOA MEMBERSHIP RENEW	56.25				M MEMBERSHIP DUES	10.30.130.38.5811
1817	10/31/22	METAL FOR STORM CATCH BA	83.80				M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	RUTH MOORE FENCE	128.30				M NEIGHBORHOOD PAR	11.60.415.36.7307
1817	10/31/22	SERVICE FOR TRUCK #701	63.50				M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	SC4500'S FOR AST DO PROJ	5,819.52				M MINOR EQUIPMENT	92.70.902.18.5601
1817	10/31/22	FIRE COOLER	69.99				M GENERAL SUPPLIES	10.50.300.04.5001
1817	10/31/22	MATERIALS FOR LEAF BOX/	53.04				M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	MATERIALS FOR LEAF BOX/	26.98				M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	SWING JOINT	24.49				M MAINTENANCE MATE	61.60.458.04.5009
1817	10/31/22	WOOD FOR SIDEWALK FORMS	4.38				M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	VOLUMETRIC PIPETS AND FI	862.83				M LAB SUPPLIES	92.70.902.04.5014
1817	10/31/22	RUTH MOORE PRIVACY FENCE	18.12				M NEIGHBORHOOD PAR	11.60.415.36.7307
1817	10/31/22	CREDIT VOUCHER LOWES #01	71.59CR				M NEIGHBORHOOD PAR	11.60.415.36.7307
1817	10/31/22	WATER NOZZLE FOR FILTER	248.35				M BUILDING MAINTEN	90.70.802.14.5571
1817	10/31/22	NAME TAPES FOR OUTER VES	31.50				M CLOTHING EXPENSE	10.40.501.38.5812
1817	10/31/22	DRILL BIT	23.93				M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	DIGESTOR PUMP PARTS	35.53				M MAINTENANCE SUPP	92.70.902.04.5009
1817	10/31/22	CREDIT VOUCHER LOWES #01	12.13CR				M OTHER	60.60.420.38.5989
1817	10/31/22	RUTH MOORE FENCE	71.59				M NEIGHBORHOOD PAR	11.60.415.36.7307
1817	10/31/22	JACKSON CLOTHING BUDGET	130.65				M CLOTHING EXPENSE	90.70.801.38.5812
1817	10/31/22	SERVICE FOR TRUCK # 705	63.50				M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	FIRE CREDIT	16.98CR				- M STATION SUPPLIES	10.50.301.04.5020
1817	10/31/22	MOBILTICKET PAPER	79.95				M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	TAILLIGHTS FOR EXCAVATOR	63.60				M VEHICLE MAINTENA	90.70.801.14.5541

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1817	10/31/22	TOWEL DISPENSERS AND TOW	259.06				M BUILDING MAINTEN	92.70.901.14.5571
1817	10/31/22	TOWEL DISPENSERS AND TOW	259.06				M BUILDING MAINTEN	90.70.801.14.5571
1817	10/31/22	BATTERY	11.14				M OTHER	60.60.420.38.5989
1817	10/31/22	BATTERY	0.99				M OTHER	60.60.420.38.5989
1817	10/31/22	POSTAGE FOR RETURN OF OL	68.26				M POSTAGE	10.50.300.38.5808
1817	10/31/22	GENERAL SUPPLIES	17.94				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	32.96				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	23.96				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	12.98				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	5.98				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	0.88				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	1.36				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	1.36				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	1.41				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	1.36				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	1.36				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	1.36				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	43.98				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	6.98				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	9.48				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	15.36				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	8.08				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	39.36				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	25.96				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	64.96				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	GENERAL SUPPLIES	43.96				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	PARTS FOR DECANTING PROC	80.82				M MAINTENANCE SUPP	92.70.902.04.5009
1817	10/31/22	METAL FOR TRAILER HITCHE	170.78				M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	STOP LEAK FOR CATCH BASI	16.28				M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	STOP LEAK FOR CATCH BASI	17.76				M ASPHALT-STREET R	50.75.607.14.5621
1817	10/31/22	BATTERY FOR ALARM.	11.14				M OTHER	60.60.420.38.5989
1817	10/31/22	BIOHAZARD BAGS	58.99				M PROPERTY ROOM SU	10.40.511.04.5052
1817	10/31/22	CREDIT VOUCHER SAMSCLUB	69.98CR				- M GENERAL SUPPLIES	10.60.483.04.5001
1817	10/31/22	MAIN LINE REPAIR	287.97				M CITY PARK IMPROV	11.60.415.36.7305
1817	10/31/22	CLEANING SUPPLIES	36.72				M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	WINTER BUS SUPPLY AND DE	13.99				M GENERAL SUPPLIES	10.60.482.04.5001
1817	10/31/22	WINTER BUS SUPPLY AND DE	12.78				M GENERAL SUPPLIES	10.60.482.04.5001
1817	10/31/22	WINTER BUS SUPPLY AND DE	18.99				M GENERAL SUPPLIES	10.60.482.04.5001
1817	10/31/22	WINTER BUS SUPPLY AND DE	12.79				M GENERAL SUPPLIES	10.60.482.04.5001
1817	10/31/22	FIRE STATION SUPPLIES	15.98				- M STATION SUPPLIES	10.50.301.04.5020
1817	10/31/22	ANTHONY PROTECTIVE BUDGE	103.76				M PROTECTIVE CLOTH	90.70.801.38.5813
1817	10/31/22	FIRE MEMORIAL WREATH	150.00				M GENERAL SUPPLIES	10.50.301.04.5001
1817	10/31/22	HOTEL STAY FOR ANIMAL SH	311.85				M TRAINING TRAVEL	10.20.051.06.5210
1817	10/31/22	OFFICE SUPPLIES	21.63				M GENERAL SUPPLIES	90.30.133.04.5001
1817	10/31/22	OFFICE SUPPLIES	21.63				M GENERAL SUPPLIES	92.30.134.04.5001
1817	10/31/22	OFFICE SUPPLIES	21.64				M GENERAL SUPPLIES	10.30.130.04.5001
1817	10/31/22	LADDER FOR SIGN TRUCK	59.98				M STREET SIGNS	50.75.607.14.5641
1817	10/31/22	SPECTRUM	73.12				M INTERNET SERVICE	10.90.132.08.5304
1817	10/31/22	PARTS FOR ICS SAW REPAIR	24.82				M MINOR EQUIPMENT	92.70.901.18.5601
1817	10/31/22	PARTS FOR ICS SAW REPAIR	24.81				M MINOR EQUIPMENT	90.70.801.18.5601

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1817	10/31/22	FIRE STATION SUPPLIES	56.94					M STATION SUPPLIES	10.50.301.04.5020
1817	10/31/22	HOTEL STAY FOR ANIMAL SH	311.85					M TRAINING TRAVEL	10.20.051.06.5210
1817	10/31/22	OFFICE SUPPLIES	10.65					M GENERAL SUPPLIES	90.30.133.04.5001
1817	10/31/22	OFFICE SUPPLIES	10.65					M GENERAL SUPPLIES	92.30.134.04.5001
1817	10/31/22	OFFICE SUPPLIES	10.65					M GENERAL SUPPLIES	10.30.130.04.5001
1817	10/31/22	MACK DUMP TRUCK SERVICE	278.55					M VEHICLE MAINTENA	92.70.901.14.5541
1817	10/31/22	MACK DUMP TRUCK SERVICE	278.55					M VEHICLE MAINTENA	90.70.801.14.5541
1817	10/31/22	ENVELOPES	20.85					M RECREATION SUPPL	61.60.458.04.5004
1817	10/31/22	F-750 2TON SERVICE	365.69					M VEHICLE MAINTENA	90.70.801.14.5541
1817	10/31/22	FIRE TRAINING LODGING	267.50					M TRAINING COSTS	10.50.301.06.5259
1817	10/31/22	WORK SHIRTS	101.00					M CLOTHING EXPENSE	10.70.221.38.5812
1817	10/31/22	RUTH MOORE FENCE	1,313.09					M NEIGHBORHOOD PAR	11.60.415.36.7307
1817	10/31/22	SEED AND FERTILIZER FOR	126.98					M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	F550 DUMP TRUCK REAR BRA	384.50					M VEHICLE MAINTENA	92.70.901.14.5541
1817	10/31/22	F550 DUMP TRUCK REAR BRA	384.49					M VEHICLE MAINTENA	90.70.801.14.5541
1817	10/31/22	MATERIALS FOR LEAF BOX/	119.94					M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	MATERIALS FOR LEAF BOX/	53.04					M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	MATERIALS FOR LEAF BOX/	20.96					M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	90MM TSS FILTERS FOR THE	237.06					M LAB SUPPLIES	92.70.902.04.5014
1817	10/31/22	OFFICE SUPPLIES	5.93					- M RECREATION SUPPL	61.60.458.04.5004
1817	10/31/22	OFFICE SUPPLIES	1.62					- M RECREATION SUPPL	61.60.458.04.5004
1817	10/31/22	COFFEE FILTERS, 2 NEW CO	15.99					M GENERAL SUPPLIES	10.60.483.04.5001
1817	10/31/22	COFFEE FILTERS, 2 NEW CO	162.58					- M GENERAL SUPPLIES	10.60.483.04.5001
1817	10/31/22	CASES	39.99					M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	MONTHLY SERVICE FEE	20.00					M MISCELLANEOUS FE	65.60.491.08.5399
1817	10/31/22	ORP PROBES FOR CARROUSEL	2,946.32					M LAB SUPPLIES	92.70.902.04.5014
1817	10/31/22	CASES/SCREEN PROTECTORS	14.99					M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	CASES/SCREEN PROTECTORS	22.09					M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	CASES/SCREEN PROTECTORS	10.95					M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	CASES/SCREEN PROTECTORS	12.79					M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	LINKEDIN ADVERTISEMENT -	30.00					M OTHER	10.25.011.38.5989
1817	10/31/22	CONF ROOM PC ADAPTOR	20.97					M MINOR COMPUTER E	10.90.132.18.5605
1817	10/31/22	WINTER BIBS	89.99					M PROTECTIVE CLOTH	92.70.902.38.5813
1817	10/31/22	BED FRAMES FOR NEW ROOMS	147.00					M BUILDING MAINTEN	10.50.300.14.5571
1817	10/31/22	FANS FOR FITNESS CENTER	249.66					M BUILDING MAINTEN	65.60.491.14.5571
1817	10/31/22	CREAM OF TARTER FOR CLEA	61.06					M GENERAL SUPPLIES	10.60.483.04.5001
1817	10/31/22	PLACE LIBERTE BROKEN SHO	30.67					M NEIGHBORHOOD PAR	11.60.415.36.7307
1817	10/31/22	UNIFORM ITEMS	25.96					M CLOTHING EXPENSE	10.70.225.38.5812
1817	10/31/22	BATTERIES FOR LOCATOR	13.48					M MAINTENANCE MATE	90.70.801.04.5009
1817	10/31/22	WWT UNIFORM SHIRT	69.10					- M PROTECTIVE CLOTH	92.70.902.38.5813
1817	10/31/22	BREAKFAST FOR PATROL OFF	39.51					M MISCELLANEOUS SU	10.40.500.04.5099
1817	10/31/22	REFUND - HY-VEE LIBERTY	31.74CR					M MEETING EXPENSE	65.60.491.38.5803
1817	10/31/22	TRAINING MEAL FOR CLASS	9.34					M TRAINING COSTS	92.70.902.06.5259
1817	10/31/22	BREAKFAST FOR PATROL OFF	69.20					M MISCELLANEOUS SU	10.40.500.04.5099
1817	10/31/22	FIRE FUNERAL FLOWERS	117.00					M GENERAL SUPPLIES	10.50.300.04.5001
1817	10/31/22	SUPPLEMENTAL OLIVE GARDE	590.00					M MISCELLANEOUS FE	10.40.501.08.5399
1817	10/31/22	BREAKFAST DAY OF LAB WOR	6.96					M TRAINING COSTS	92.70.902.06.5259
1817	10/31/22	FIRST OLIVE GARDEN ORDER	906.97					M MISCELLANEOUS FE	10.40.501.08.5399
1817	10/31/22	PROTECTIVE GEAR	138.12					M PROTECTIVE CLOTH	90.70.801.38.5813
1817	10/31/22	BLUEBERRY VALVE CONCRETE	275.50					- M MAINS & LINES MA	90.70.801.14.5532

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1817	10/31/22	HOT CHOCOLATE FOR SENIOR	22.68					M GENERAL SUPPLIES	10.60.483.04.5001
1817	10/31/22	HOT CHOCOLATE FOR SENIOR	54.14					M PROGRAM SUPPLIES	10.60.483.04.5099
1817	10/31/22	BIRTHDAY PARTY PACKAGE	190.00					M BIRTHDAY PARTIES	65.60.417.08.8805
1817	10/31/22	GATE VALVE FOR POT HOLE	22.89					M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	PINS FOR TURF MATS	17.49					M GROUNDS/LANDSCAP	61.60.458.14.5575
1817	10/31/22	DIAPER CHANGING TABLE	171.95					M CITY PARK IMPROV	11.60.415.36.7305
1817	10/31/22	PLANTS FOR GIRAFFE	147.87					M GRANT SUPPLIES	67.20.061.04.5054
1817	10/31/22	TIRE JECT	120.98					M MAINTENANCE MATE	60.60.420.04.5009
1817	10/31/22	PWK AIRFARE	364.20					- M TRAINING TRAVEL	10.70.201.06.5210
1817	10/31/22	BACKGROUND CHECK SUBSCRI	59.00					M RECREATION SUPPL	61.60.458.04.5004
1817	10/31/22	TRAINING COURSE FOR PAUL	165.00					M TRAINING COSTS	92.70.902.06.5259
1817	10/31/22	HOSE COUPLING	45.32					M VEHICLE MAINTENA	92.70.901.14.5541
1817	10/31/22	HOSE COUPLING	2.39					M VEHICLE MAINTENA	92.70.901.14.5541
1817	10/31/22	HOSE COUPLING	2.38					M VEHICLE MAINTENA	90.70.801.14.5541
1817	10/31/22	HOSE COUPLING	45.31					M VEHICLE MAINTENA	90.70.801.14.5541
1817	10/31/22	PRY BARS & REPLACEMENT G	49.92					M MINOR EQUIPMENT	92.70.901.18.5601
1817	10/31/22	WATER AND SUPPLIES	77.81					M MISCELLANEOUS EX	92.70.901.38.5989
1817	10/31/22	WATER AND SUPPLIES	77.81					M MISCELLANEOUS EX	90.70.801.38.5989
1817	10/31/22	FLEXTAPE TO REPAIR HOT T	14.98					M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	FIRE TIRE SHINE	30.96					M VEHICLE SUPPLIES	10.50.301.04.5006
1817	10/31/22	LONG SLEEVE SHIRTS	117.49					M CLOTHING EXPENSE	92.70.901.38.5812
1817	10/31/22	BREAK ROOM MICROWAVE	119.00					M GENERAL SUPPLIES	90.70.802.04.5001
1817	10/31/22	BUNGEEES FOR FALL FEST PA	17.98					M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	FALL FEST PARADE WATER A	82.67					M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	FALL FEST PARADE WATER A	7.32					M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	REPLACEMENT MICROWAVE	70.00					M GENERAL SUPPLIES	90.70.802.04.5001
1817	10/31/22	REPLACEMENT COVERALLS	80.46					- M PROTECTIVE CLOTH	90.70.802.38.5813
1817	10/31/22	CLEVIS PIN FOR TRACTOR,	79.99					M PROTECTIVE CLOTH	90.70.802.38.5813
1817	10/31/22	CLEVIS PIN FOR TRACTOR,	14.99					M MISC EQUIPMENT M	90.70.802.14.5559
1817	10/31/22	CREDIT VOUCHER PROJECTOR	60.00CR					M MINOR EQUIPMENT	10.90.132.18.5601
1817	10/31/22	LUNCH AS THANK YOU TO PA	86.35					M GRANT SUPPLIES	67.20.061.04.5054
1817	10/31/22	SHELTER CLEAN UP	129.13					M NEIGHBORHOOD PAR	11.60.415.36.7307
1817	10/31/22	BOLTS FOR WELLFIELD GATE	1.06					M WELLFIELD MAINTA	90.70.802.14.5535
1817	10/31/22	REPLACEMENT WINTER COAT	31.96					- M PROTECTIVE CLOTH	90.70.802.38.5813
1817	10/31/22	HEADLIGHT FOR 119	14.99					M VEHICLE MAINTENA	90.70.801.14.5541
1817	10/31/22	ELECTRICAL PUTTY FOR ELE	15.32					M MAINTENANCE SUPP	92.70.902.04.5009
1817	10/31/22	MAINTENANCE MATERIALS	32.48					M WELLFIELD MAINTA	90.70.802.14.5535
1817	10/31/22	MAINTENANCE MATERIALS	24.98					M WELLFIELD MAINTA	90.70.802.14.5535
1817	10/31/22	MAINTENANCE MATERIALS	21.98					M MAINTENANCE MATE	90.70.802.04.5009
1817	10/31/22	MAINTENANCE MATERIALS	35.74					M MAINTENANCE MATE	90.70.802.04.5009
1817	10/31/22	MAINTENANCE MATERIALS	10.98					M MAINTENANCE MATE	90.70.802.04.5009
1817	10/31/22	MAINTENANCE MATERIALS	3.98					M MAINTENANCE MATE	90.70.802.04.5009
1817	10/31/22	MAINTENANCE MATERIALS	5.28					M MAINTENANCE MATE	90.70.802.04.5009
1817	10/31/22	FIRE #600 CAR WASH	12.00					M VEHICLE SUPPLIES	10.50.301.04.5006
1817	10/31/22	MURATIC ACID, HOSES AND	47.84					M GENERAL SUPPLIES	90.30.133.04.5001
1817	10/31/22	MURATIC ACID, HOSES AND	71.92					- M WELLFIELD MAINTA	90.70.802.14.5535
1817	10/31/22	MURATIC ACID, HOSES AND	25.68					- M WELLFIELD MAINTA	90.70.802.14.5535
1817	10/31/22	MURATIC ACID, HOSES AND	4.98					M GENERAL SUPPLIES	90.30.133.04.5001
1817	10/31/22	REPLACEMENT DEPARTMENT F	521.75					M CLOTHING EXPENSE	10.40.500.38.5812
1817	10/31/22	SEED FOR PLACE LIBERTE	397.93					M NEIGHBORHOOD PAR	11.60.415.36.7307

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1817	10/31/22	HEADLIGHT AND AMBER BULB	47.75					M VEHICLE MAINTENA	90.70.801.14.5541
1817	10/31/22	GAS CAN THAT DOES NOT LE	34.98					M FACILITIES MAINT	10.70.221.14.5572
1817	10/31/22	CREDIT VOUCHER OREILLY A	20.18CR					M VEHICLE MAINTENA	90.70.801.14.5541
1817	10/31/22	N. RIDGE VALVE CONCRETE	316.75					- M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	UNIFORM CLOTHING	124.60					- M PROTECTIVE CLOTH	90.70.802.38.5813
1817	10/31/22	SCREWS FOR BARRICADES	9.98					M STREET SIGNS	50.75.607.14.5641
1817	10/31/22	BAGGED ASPHALT PAINT FOR	195.36					M ASPHALT-STREET R	50.75.607.14.5621
1817	10/31/22	BAGGED ASPHALT PAINT FOR	11.98					M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	BAGGED ASPHALT PAINT FOR	23.96					M STREET SIGNS	50.75.607.14.5641
1817	10/31/22	SERVICE KIT FOR HUSQVARN	157.49					M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	FIRE EQUIPMENT SUPPLIES	36.80					M EQUIPMENT SUPPLI	10.50.301.04.5017
1817	10/31/22	FIRE #611 RADIATOR CAP	7.67					M VEHICLE MAINTENA	10.50.301.14.5541
1817	10/31/22	PARTS FOR CABLE MACHINE	164.05					M MISC EQUIPMENT M	65.60.491.14.5559
1817	10/31/22	WOOD FOR BARRICADES	175.35					M STREET SIGNS	50.75.607.14.5641
1817	10/31/22	GLEN- CSO TESTS	100.00					M TRAINING COSTS	90.70.801.06.5259
1817	10/31/22	CREDIT VOUCHER SHERWIN W	140.90CR					M STREET SIGNS	50.75.607.14.5641
1817	10/31/22	WHOLE SAWS FOR CITY HALL	65.08					M MINOR EQUIPMENT	10.70.201.18.5601
1817	10/31/22	THROUGH THE LOCK CLASS F	150.00					M TRAINING COSTS	10.50.315.06.5259
1817	10/31/22	CAR WASHING MITTS	8.49					M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	CAR WASHING MITTS	8.49					M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	SPECTRUM CIRCUIT	429.99					M INTERNET SERVICE	10.90.132.08.5304
1817	10/31/22	FIRE TRAINING TOWER SUPP	34.99					M MISC EQUIPMENT M	10.50.301.14.5559
1817	10/31/22	PHOTOS OF 242	6.98					M MISCELLANEOUS FE	10.40.500.08.5399
1817	10/31/22	TRUCK 305	33.89					M VEHICLE MAINTENA	60.60.420.14.5541
1817	10/31/22	MATERIALS FOR HOT TUB	10.98					M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	MATERIALS FOR HOT TUB	19.92					M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	MATERIALS FOR HOT TUB	5.08					M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	MATERIALS FOR HOT TUB	65.40					M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	MATERIALS FOR HOT TUB	49.90					M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	FIRE TRAINING TOWER SUPP	91.61					M MISC EQUIPMENT M	10.50.301.14.5559
1817	10/31/22	J&S PIZZA FOR DEPARTMENT	201.90					M MISCELLANEOUS FE	10.40.501.08.5399
1817	10/31/22	PARTS FOR ICS PIPE SAW	63.66					M MAINS & LINES MA	92.70.901.14.5532
1817	10/31/22	TOILET PAPER SUPPLIES AN	99.00					M GENERAL SUPPLIES	90.70.802.04.5001
1817	10/31/22	TOILET PAPER SUPPLIES AN	48.00					M BUILDING MAINTEN	90.70.802.14.5571
1817	10/31/22	TOILET PAPER SUPPLIES AN	46.22					M BUILDING MAINTEN	90.70.802.14.5571
1817	10/31/22	DECORATION FOR BIRTHDAY	14.99					M PROGRAM SUPPLIES	10.60.483.04.5099
1817	10/31/22	PAINT FOR BARRICADES	91.79					M STREET SIGNS	50.75.607.14.5641
1817	10/31/22	REPLACEMENT JACKET AND H	89.99					M PROTECTIVE CLOTH	90.70.802.38.5813
1817	10/31/22	REPLACEMENT JACKET AND H	36.88					M CLOTHING EXPENSE	90.70.802.38.5812
1817	10/31/22	SIGNS FOR EVENTS AND COM	47.22					M OUTSIDE PRINTING	60.60.415.04.5120
1817	10/31/22	SIGNS FOR EVENTS AND COM	72.83					M WELLNESS	65.60.417.08.8227
1817	10/31/22	FIRE SMOKE DETECTORS	23.96					M MINOR EQUIPMENT	10.50.301.18.5601
1817	10/31/22	PAINT FOR BARRICADES. TA	129.44					M STREET SIGNS	50.75.607.14.5641
1817	10/31/22	PAINT FOR BARRICADES. TA	11.46					M STREET SIGNS	50.75.607.14.5641
1817	10/31/22	TRUCK 305	128.19					M VEHICLE MAINTENA	60.60.420.14.5541
1817	10/31/22	TRASH BAGS	110.15					M GENERAL SUPPLIES	92.70.901.04.5001
1817	10/31/22	TRASH BAGS	110.15					M GENERAL SUPPLIES	90.70.801.04.5001
1817	10/31/22	SCRAPERS FOR CT LOUIS FL	24.11					M MAINTENANCE SUPP	92.70.902.04.5009
1817	10/31/22	FIRE TRAINING TOWER SUPP	58.62					M MISC EQUIPMENT M	10.50.301.14.5559
1817	10/31/22	SUPPLIES FOR COURT	17.39					M GENERAL SUPPLIES	10.20.131.04.5001

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1817	10/31/22	FOOD AT STATION AFTER EW	169.95					M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	SUPPLIES FOR COURT	23.31					M GENERAL SUPPLIES	10.20.131.04.5001
1817	10/31/22	DESK FAN AND DISHWASHER	58.03					M GENERAL SUPPLIES	92.70.902.04.5001
1817	10/31/22	MICROWAVE FOR KITCHEN	121.62					M PROGRAM SUPPLIES	10.60.483.04.5099
1817	10/31/22	TRUCK CLEANING SUPPLIES,	91.39					M GENERAL SUPPLIES	90.70.801.04.5001
1817	10/31/22	RIDGEWAY VALVE REPAIR	316.75					- M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	2 CHARGES - COOLERS FOR	711.00					M RSVP GRANT	65.60.491.04.5064
1817	10/31/22	2 CHARGES - COOLERS FOR	89.91					M RSVP GRANT	65.60.491.04.5064
1817	10/31/22	BROADCAST SPREADER FERTI	79.99					M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	BROADCAST SPREADER FERTI	71.97					M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	PLACE LIBERTE	247.78					M NEIGHBORHOOD PAR	60.60.420.36.7307
1817	10/31/22	GRASS SEED FOR STORM PRO	119.99					M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	FOR STAFF MEMBER (KELLEY	45.50					M RECREATION SUPPL	10.60.483.04.5004
1817	10/31/22	PUNCH SET AND 1/2 DRIVE	28.31					- M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	PUNCH SET AND 1/2 DRIVE	28.31					- M MAINS & LINES MA	92.70.901.14.5532
1817	10/31/22	CREDIT VOUCHER FELDMANS	102.99	CR				M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	ADDITIONAL JERSEYS	140.00					M RECREATION SUPPL	61.60.458.04.5004
1817	10/31/22	CREDIT VOUCHER LOWES #01	109.00	CR				M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	CELL PHONE CASES.	16.82					M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	CELL PHONE CASES.	14.99					M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	CELL PHONE CASES.	11.99					M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	CELL PHONE CASES.	18.98					M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	CELL PHONE CASES.	15.99					M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	CELL PHONE CASES.	11.99					M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	CELL PHONE CASES.	9.99					M MOBILE PHONES	10.90.132.12.5453
1817	10/31/22	SUPPLIES FOR DESK	97.74					M GENERAL SUPPLIES	90.70.801.04.5001
1817	10/31/22	ENDPOINT CENTRAL	1,120.00					M MINOR SOFTWARE	10.90.132.18.5603
1817	10/31/22	CREDIT VOUCHER LOWES #01	27.21	CR				M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	PLACE LIBERTE	249.62					M NEIGHBORHOOD PAR	60.60.420.36.7307
1817	10/31/22	GENERAL EVENT SUPPLIES.	7.78					M RECREATION SUPPL	60.60.415.04.5004
1817	10/31/22	GENERAL EVENT SUPPLIES.	14.84					M RECREATION SUPPL	60.60.415.04.5004
1817	10/31/22	GENERAL EVENT SUPPLIES.	8.27					M RECREATION SUPPL	60.60.415.04.5004
1817	10/31/22	GENERAL EVENT SUPPLIES.	4.44					M RECREATION SUPPL	60.60.415.04.5004
1817	10/31/22	GENERAL EVENT SUPPLIES.	7.99					M RECREATION SUPPL	60.60.415.04.5004
1817	10/31/22	GENERAL EVENT SUPPLIES.	4.99					M RECREATION SUPPL	60.60.415.04.5004
1817	10/31/22	GENERAL EVENT SUPPLIES.	15.98					M RECREATION SUPPL	60.60.415.04.5004
1817	10/31/22	CLEANING SUPPLIES	4.63					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	CLEANING SUPPLIES	2.21					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	CLEANING SUPPLIES	4.91					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	CLEANING SUPPLIES	4.26					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	CLEANING SUPPLIES	2.86					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	CLEANING SUPPLIES	8.34					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	STRAW FOR RESTORATIONS	95.88					M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	STOCKSDALE	365.15					M NEIGHBORHOOD PAR	11.60.415.36.7307
1817	10/31/22	CLEANING SUPPLIES	4.98					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	CLEANING SUPPLIES	5.28					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	CLEANING SUPPLIES	4.58					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	CLEANING SUPPLIES	3.08					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	CLEANING SUPPLIES	8.96					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	CAULKING	6.48					M BUILDING MAINTEN	90.70.802.14.5571

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1817	10/31/22	SOAP AND RAGS FOR CLEANI	8.61					M MAINTENANCE MATE	65.60.491.04.5009
1817	10/31/22	SCOUT DRAIN MARKING.	66.65					M NPDES EXPENSES	50.77.653.08.7522
1817	10/31/22	SCOUT DRAIN MARKING.	44.04					M NPDES EXPENSES	50.77.653.08.7522
1817	10/31/22	SCOUT DRAIN MARKING.	17.90					M NPDES EXPENSES	50.77.653.08.7522
1817	10/31/22	PLACE LIBERTE	38.97					M NEIGHBORHOOD PAR	60.60.420.36.7307
1817	10/31/22	MOWER BLADES AND KNOB	79.50					M MISCELLANEOUS SU	61.60.458.04.5099
1817	10/31/22	FLEET SERVICE	38.00					M INTERNET SERVICE	10.90.132.08.5304
1817	10/31/22	FIRE TRUFUEL	138.20					M VEHICLE SUPPLIES	10.50.301.04.5006
1817	10/31/22	SHOP TOWELS, HAND CLEANE	21.99					M GENERAL SUPPLIES	90.70.802.04.5001
1817	10/31/22	SHOP TOWELS, HAND CLEANE	3.99					M GENERAL SUPPLIES	90.70.802.04.5001
1817	10/31/22	SHOP TOWELS, HAND CLEANE	5.49					M GENERAL SUPPLIES	90.70.802.04.5001
1817	10/31/22	HITCH PIN FOR MOWER	5.99					M MAINTENANCE MATE	90.70.802.04.5009
1817	10/31/22	WATER	8.48					M SUPPLIES-CEMETER	73.70.226.04.5073
1817	10/31/22	VISIT LIBERTY GIVEAWAYS	39.98					M ADVERTISING	67.20.061.08.5371
1817	10/31/22	ADA BUBBLE MAT PLACE LIB	98.03					M NEIGHBORHOOD PAR	11.60.415.36.7307
1817	10/31/22	BATTERY'S FOR BACK DOOR	17.98					M FACILITIES MAINT	10.70.221.14.5572
1817	10/31/22	FRANK HUGHES AC REPAIR	14.07					M BUILDING MAINTEN	60.60.418.14.5571
1817	10/31/22	FOR STAFF MEMBER (KELLEY	1.92					M RECREATION SUPPL	10.60.483.04.5004
1817	10/31/22	PRINTER PAPER	52.99					M GENERAL SUPPLIES	90.70.802.04.5001
1817	10/31/22	PRINTER PAPER	27.58					M GENERAL SUPPLIES	90.70.802.04.5001
1817	10/31/22	GRASS SEED AND STRAW FOR	404.85					M STORM WATER MAIN	50.75.607.14.5663
1817	10/31/22	HOTEL RECEIPT FOR CHIEF	453.78					M TRAINING TRAVEL	10.20.001.06.5210
1817	10/31/22	CREDIT VOUCHER WAL-MART	70.00CR					- M MINOR EQUIPMENT	10.60.483.18.5601
1817	10/31/22	FLASHLIGHTS FOR MANHOLE	240.40					M GENERAL SUPPLIES	92.70.902.04.5001
1817	10/31/22	TAPE DISPENSER, TAPE, ST	6.58					M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	TAPE DISPENSER, TAPE, ST	12.20					M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	TAPE DISPENSER, TAPE, ST	21.30					M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	TAPE DISPENSER, TAPE, ST	7.00					M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	TAPE DISPENSER, TAPE, ST	7.76					M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	TREATS FOR LIBERTY HOSP.	37.42					M A/R REIMBURSEABL	10.1405
1817	10/31/22	GENERATOR	382.96					M MINOR EQUIPMENT	92.70.901.18.5601
1817	10/31/22	602 IAFC MEMBERSHIP	215.00					M MEMBERSHIP DUES	10.50.300.38.5811
1817	10/31/22	RAGS AND CLEANER	27.78					M SUPPLIES-CEMETER	73.70.226.04.5073
1817	10/31/22	RAGS AND CLEANER	13.00					M SUPPLIES-CEMETER	73.70.226.04.5073
1817	10/31/22	SPRING FOR WEED EATER	6.21					M MISCELLANEOUS SU	61.60.458.04.5099
1817	10/31/22	APC BATTERIES.	514.41					M MINOR EQUIPMENT	10.90.132.18.5601
1817	10/31/22	DEBIT ADJUSTMENT REVERSE	33.51					M TRAINING TRAVEL	10.40.500.06.5210
1817	10/31/22	SCISSORS	20.83					M GENERAL SUPPLIES	10.40.500.04.5001
1817	10/31/22	PALLET OF SAKRETE	225.96					M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	PALLET OF SAKRETE	15.00					M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	IRRIGATION SUBSCRIPTION	25.00					M GROUNDS/LANDSCAP	61.60.458.14.5575
1817	10/31/22	SUPPLIES FOR COURT	54.99					M GENERAL SUPPLIES	10.20.131.04.5001
1817	10/31/22	ANTHONY WORK PANTS	244.95					M CLOTHING EXPENSE	90.70.801.38.5812
1817	10/31/22	WOOD PLANER	6.98					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	WOOD PLANER	109.00					M GROUNDS MAINTENA	60.60.420.14.5575
1817	10/31/22	PROTECTIVE GEAR	112.51					M PROTECTIVE CLOTH	90.70.801.38.5813
1817	10/31/22	UNIFORM SHIRTS	104.00					- M CLOTHING EXPENSE	92.70.901.38.5812
1817	10/31/22	FIRE #626 PREV. MAINT.	127.79					M VEHICLE MAINTENA	10.50.311.14.5541
1817	10/31/22	WEF MEMBERSHIP	110.00					M TRAINING COSTS	92.70.902.06.5259
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	USPS MAILING TO THE TAXI	4.60					M MISCELLANEOUS FE	31.70.611.08.5399
1817	10/31/22	U-CART RENTAL AND CONCRE	179.05					M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	TANNER WORK PANTS	56.99					- M CLOTHING EXPENSE	90.70.801.38.5812
1817	10/31/22	CONCRETE CURE & SEAL	31.48					M MAINS & LINES MA	90.70.801.14.5532
1817	10/31/22	FIRE #627 PREV. MAINT.	166.20					M VEHICLE MAINTENA	10.50.311.14.5541
1817	10/31/22	DEWATERING WEBINAR	40.00					M TRAINING COSTS	92.70.902.06.5259
1817	10/31/22	DC CONTACTOR FOR TRUCK #	25.89					M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	GLOVES,BATTERIES	9.97					- M PROTECTIVE CLOTH	10.70.225.38.5813
1817	10/31/22	GLOVES,BATTERIES	11.87					- M BUILDING MAINTEN	10.70.225.14.5571
1817	10/31/22	GLOVES,BATTERIES	64.97					- M STREET SIGNS	50.75.607.14.5641
1817	10/31/22	WEED KILLER FOR RUSH L.S	79.96					M MAINTENANCE SUPP	92.70.902.04.5009
1817	10/31/22	STOCKSDALE	360.00					M NEIGHBORHOOD PAR	11.60.415.36.7307
1817	10/31/22	TAILGATE BIRTHDAY PARTY	35.98					M PROGRAM SUPPLIES	10.60.483.04.5099
1817	10/31/22	FUEL NOZZLE	41.50					M MISC EQUIPMENT M	90.70.801.14.5559
1817	10/31/22	FUEL NOZZLE	41.49					M MISC EQUIPMENT M	92.70.901.14.5559
1817	10/31/22	WEED EATER STRING	56.28					M MISCELLANEOUS SU	61.60.458.04.5099
1817	10/31/22	BOTTLED WATER FOR POLICE	22.74					M MISC EQUIPMENT M	10.40.507.14.5559
1817	10/31/22	UPS BATTERY BACKUP FOR R	199.99					M MINOR EQUIPMENT	92.70.902.18.5601
1817	10/31/22	FRANK HUGHES AC REPAIR	148.06					M BUILDING MAINTEN	60.60.418.14.5571
1817	10/31/22	FRANK HUGHES AC REPAIR	10.36					M BUILDING MAINTEN	60.60.418.14.5571
1817	10/31/22	IGNITION SWITCH REPAIR F	1,169.58					M VEHICLE MAINTENA	10.70.225.14.5541
1817	10/31/22	WATER FOR ADMIN PER BETH	29.90					M MISCELLANEOUS EX	10.20.001.38.5989
1817	10/31/22	CREDIT VOUCHER DRI* CRUC	4.89CR					M MINOR EQUIPMENT	10.90.132.18.5601
1817	10/31/22	WORK SHIRTS	70.00					M CLOTHING EXPENSE	90.70.802.38.5812
1817	10/31/22	FRANK HUGHES AC REPAIR	51.67					M BUILDING MAINTEN	60.60.418.14.5571
1817	10/31/22	FRANK HUGHES AC REPAIR	3.62					M BUILDING MAINTEN	60.60.418.14.5571
1817	10/31/22	RAM UPGRADE FOR CIU HEAT	60.88					M MINOR EQUIPMENT	10.90.132.18.5601
1817	10/31/22	MONLTHY MUSIC SUNSCRIPTI	26.95					M MISCELLANEOUS FE	65.60.491.08.5399
1817	10/31/22	UNIFORM JEANS	129.40					- M CLOTHING EXPENSE	90.70.801.38.5812
1817	10/31/22	LED LIGHTS	74.98					M MAINTENANCE MATE	61.60.458.04.5009
1817	10/31/22	WATER AND SHOP TOWELS	75.30					M MISCELLANEOUS EX	92.70.901.38.5989
1817	10/31/22	WATER AND SHOP TOWELS	75.30					M MISCELLANEOUS EX	90.70.801.38.5989
1817	10/31/22	EBAY AUCTION REFUND TO B	17.71					M MISCELLANEOUS FE	65.60.491.08.5399
1817	10/31/22	TAILGATE BIRTHDAY PARTY	9.99					M PROGRAM SUPPLIES	10.60.483.04.5099
1817	10/31/22	TAILGATE BIRTHDAY PARTY	15.99					M PROGRAM SUPPLIES	10.60.483.04.5099
1817	10/31/22	TAILGATE BIRTHDAY PARTY	18.99					M PROGRAM SUPPLIES	10.60.483.04.5099
1817	10/31/22	BOX RENEWAL FOR PLANNING	4,795.07					M SOFTWARE MAINTEN	10.90.132.14.5591

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1817	10/31/22	NEW FOAM FOR 303 SEAT	88.00					M VEHICLE MAINTENA	60.60.420.14.5541
1817	10/31/22	TRAILER CHAULKS	34.99					M MAINS & LINES MA	92.70.901.14.5532
1817	10/31/22	CREDIT VOUCHER HY-VEE LI	4.32CR					M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	HELLO SIGN	20.00					M MISCELLANEOUS FE	65.60.491.08.5399
1817	10/31/22	LUNCH FOR HAZARDOUS HOUS	441.24					M MEETING EXPENSE	10.70.201.38.5803
1817	10/31/22	BREAKFAST FOR HHW EVENT	38.97					M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	HEAD PHONES	96.78					M PROTECTIVE CLOTH	10.70.225.38.5813
1817	10/31/22	SIDE BOARD FOR MINI DUMP	14.79					M VEHICLE MAINTENA	90.70.801.14.5541
1817	10/31/22	MUCK BOOTS FOR ANTHONY S	144.95					M PROTECTIVE CLOTH	90.70.801.38.5813
1817	10/31/22	ENGRAVING	225.00					M ENGRAVING FEES	73.70.226.08.5344
1817	10/31/22	KITCHEN SUPPLIES / COFFE	12.98					M GENERAL SUPPLIES	90.70.802.04.5001
1817	10/31/22	KITCHEN SUPPLIES / COFFE	18.64					M GENERAL SUPPLIES	90.70.802.04.5001
1817	10/31/22	TOOL BIT SETS FOR COLLEC	15.77					M SMALL TOOLS	92.70.901.04.5018
1817	10/31/22	TOOL BIT SETS FOR COLLEC	5.97					M SMALL TOOLS	92.70.901.04.5018
1817	10/31/22	TOOL BIT SETS FOR COLLEC	5.97					M SMALL TOOLS	92.70.901.04.5018
1817	10/31/22	TOOL BIT SETS FOR COLLEC	22.97					M SMALL TOOLS	92.70.901.04.5018
1817	10/31/22	TOOL BIT SETS FOR COLLEC	20.78					M SMALL TOOLS	92.70.901.04.5018
1817	10/31/22	STYLUS PENS FOR INSPECTO	15.99					M GENERAL SUPPLIES	10.80.151.04.5001
1817	10/31/22	STYLUS PENS FOR INSPECTO	15.99					M GENERAL SUPPLIES	10.70.201.04.5001
1817	10/31/22	SADDLE TAPS	137.90					M MAINS & LINES MA	92.70.901.14.5532
1817	10/31/22	AMBER MARKER LIGHTS FOR	42.66					M VEHICLE MAINTENA	10.50.301.14.5541
1817	10/31/22	UNIFORM CLOTHING ANTHONY	87.50					M CLOTHING EXPENSE	90.70.801.38.5812
1817	10/31/22	LLRMI CRISIS/HOSTAGE NEG	175.00					M TRAINING COSTS	59.40.500.06.5259
1817	10/31/22	OIL DRY	95.88					M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	SUPPLIES FOR COURT	132.60					M GENERAL SUPPLIES	10.20.131.04.5001
1817	10/31/22	SUPPLIES FOR COURT	7.04					M GENERAL SUPPLIES	10.20.131.04.5001
1817	10/31/22	SUPPLIES FOR COURT	8.78					M GENERAL SUPPLIES	10.20.131.04.5001
1817	10/31/22	BREAKFAST FOR HHW EVENT	65.51					M GENERAL SUPPLIES	10.70.225.04.5001
1817	10/31/22	3CMA CONFERENCE HOTEL FO	640.32					M TRAINING TRAVEL	10.20.031.06.5210
1817	10/31/22	FILE CABINETS , SAFETY G	420.00					M BUILDING MAINTEN	92.70.901.14.5571
1817	10/31/22	FILE CABINETS , SAFETY G	420.00					M BUILDING MAINTEN	90.70.801.14.5571
1817	10/31/22	FILE CABINETS , SAFETY G	144.00					M PROTECTIVE CLOTH	92.70.901.38.5813
1817	10/31/22	FILE CABINETS , SAFETY G	144.00					M PROTECTIVE CLOTH	90.70.801.38.5813
1817	10/31/22	FILE CABINETS , SAFETY G	68.69					M MISCELLANEOUS EX	92.70.901.38.5989
1817	10/31/22	FILE CABINETS , SAFETY G	68.68					M MISCELLANEOUS EX	90.70.801.38.5989
1817	10/31/22	FIRE GRINDER WHEEL	46.98					M STATION SUPPLIES	10.50.301.04.5020
1817	10/31/22	PAPER TOWELS FOR WWTP AN	49.96					M GENERAL SUPPLIES	92.70.902.04.5001
			89,728.25					*CHECK TOTAL	
		VENDOR TOTAL	89,728.25						

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF OCTOBER 14, 2022 TO NOVEMBER 4, 2022

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

The attached lists of vendor checks as drawn by the finance director is hereby
acknowledged, in the amounts and to the persons as listed. Said report is hereby
incorporated by reference as part of this ordinance. Total disbursements by individual
fund is also hereby acknowledged as listed below:

FUND NAME	FUND NUMBER	AMOUNT
GENERAL OPERATING FUND	10	\$ 523,547.10
LIMITED CAPITAL FUND	11	\$ 24,955.28
ARPA FUND	12	\$ 1,350.00
RESIDENTIAL 353	15	\$ 3.00
TIF-SLP WHITEHALL	31	\$ 23,341.50
CAPTIAL SALES TAX FUND	50	\$ 79,811.98
TRANSPORTATION SALES TAX FUND	52	\$ 48,112.91
ECO/DEVO SALES TAX FUND	56	\$ 6,990.00
PUBLIC SAFETY SALES TAX FUND	59	\$ 649.90
PARKS FUND	60	\$ 11,420.07
SPORTS COMPLEX FUND	61	\$ 19,356.46
COMMUNITY CENTER FUND	65	\$ 34,400.78
TRANSIENT GUEST TAX FUND	67	\$ 10,317.36
POLICE TRAINING FUND	69	\$ 403.20
CEMETERY MAINTENANCE FUND	73	\$ 297.58
LOSS CONTROL FUND	75	\$ 1,239.00
WATER OPERATING FUND	90	\$ 167,683.97
WASTEWATER OPERATING FUND	92	\$ 105,420.19
WATER CAPITAL FUND	94	\$ 21,818.75
WASTEWATER CAPITAL FUND	96	\$ 1,600.00
SOLID WASTE FUND	98	\$ 159,795.51
PAYROLL CHECKS & BENEFITS	10/21 & Nov 4th	\$ 2,288,483.47
TOTAL APPROPRIATIONS		<u><u>\$ 3,530,998.01</u></u>

PASSED by the Council this 14th day of November, 2022.

MAYOR PRO TEM

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 14th day of November, 2022.

MAYOR PRO TEM

Appropriations Legend

Account Number	Fund and Departments
10	General Fund
10.10	Council
10.20	Administration
10.25	Human Resources
10.30	Finance
10.40	Police
10.50	Fire
10.60	Parks-Aging Services
10.70	Public Works
10.80	Planning and Development Services
10.90	Information Services
10.95	City Wide
11	Limited Capital Fund
14	Downtown 353
15	Residential 353
16	TIF-Liberty Commons
17	CID-Liberty Commons
18	TDD-Liberty Commons
20-21	TIF-Liberty Triangle Project
22	TIF-Liberty Triangle Series 2007
23	TIF-Roger's Plaza
24	TIF-Blue Jay Crossing
25	TIF-Triangle Project B-1
26	TIF-Triangle Project F
27	Rogers CID Sales Tax
28	Blue Jay Crossing CID Sales Tax
29	Triangle CID Sales Tax
30	South Liberty Parkway
31	TIF-South Liberty Parkway-Whitehall
32	TIF-Project E
33	TIF-Triangle Project E
35	TIF-Tiangle Project E-4
36	Liberty Corners CID
37	TIF-Triangle Project E-1
38	TIF-Triangle Project E-2
39	Healthy Living Community
40 & 41	Cemetery Trust Funds
42	F Hughes Library Trust
50	Capital Sales Tax Fund
51	PFA Construction Fund
52	Transportation Sales Tax Fund
54	Park Sales Tax Fund
55	Parks Development Fund
56	Eco/Devo Sales Tax Fund
57	Capital Const Bond Fund
58	Fire Sales Tax Fund
59	Public Safety Sales Tax Fund
60	Parks Fund
61	Sports Complex Fund
65	Community Center Fund
67	Transient Guest Tax Fund
68	Preservation & Development Fund
69	Police Training Fund
70	Cable Reserve Fund
73	Cemetery Maintenance Fund
75	Loss Control Fund
80	Debt Service Fund
81	Tax Escrow Fund
82	TIF-Triangle B-1 Debt Service (CCHC)
83	TIF Debt Service 2007 Fund
86	TIF Debt Service Fund
87	NID Debt Service Fund
88	PFA Debt Service Fund
90	Water Operating Fund
90.30	Finance-Utility Billing
90.70	Public Works
92	Wastewater Operating Fund
92.30	Finance-Utility Billing
92.70	Public Works
94	Water Capital Fund
96	Wastewater Capital Fund
97	Wastewater Treatment Facility
98	Solid Waste Fund
98.30	Finance-Utility Billing
98.70	Public Works



**CITY COUNCIL
ACTION REPORT**

Meeting Date: November 14, 2022

A/R No.: 2022-252

Department: Planning & Development

Submitted By:

Subject: ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING 1,075 ACRES GENERALLY LOCATED AT N CHURCH ROAD BOUND BY I-35, 104TH STREET, AND PORTIONS EXTENDING TO 116TH STREET, INCLUDING 378 ACRES TO BE ANNEXED INTO THE CITY OF LIBERTY TO PD FLEX (P&Z CASE 22-54RMP) (SECOND READING)

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 22-54R&MP Staff Report CC packet



STAFF REPORT

Planning and Zoning Case 22-54R&MP

Staff: Katherine Sharp, Director of Planning & Development

Date: October 24, 2022

GENERAL INFORMATION

Application:	A request to Rezone and approval of a Master Plan for 1075 acres generally located at N Church Road bound by I-35, 104th Street, and portions extending to 116th Street, including 385 acres to be annexed into the City of Liberty, to PD-Flex for Montage, a Master Planned Community
Applicant:	GaleHart Communities 400 SW Longview Blvd, Suite 240 Lee's Summit, MO
Owners:	Hallmark Cards Inc., 2405 Grand, Suite 200, KC MO 64108 William and Louise Sieker, 2280 N Church, Liberty MO 64068
Location:	At N Church Road bound by I-35, 104 th Street, and portions extending to 116 th Street
Acreage:	1075 acres including 385 to be voluntarily annexed into the City of Liberty
Existing Future Land Use:	Existing Future Land Use Map Attached
Existing Zoning:	The area to be rezoned that is currently within Liberty city limits is R-1A, Suburban Residential. The area to be rezoned within unincorporated Clay County (area to be annexed) is zoned Agricultural.
Surrounding Zoning:	West: R-80, Single Family (Kansas City Zoning), and existing single-family subdivision Amber Meadows North: R-1—Residential Rural (unincorporated Clay County zoning) East: I-35 Interstate Highway South: R-1C Standard Single Family/ Warren Hills Elementary School and existing single-family subdivision Place Liberte`
Proposed Zoning:	PD Flex
Public Notice:	Courier Tribune-September 22 Letter sent to property owner within 185 ft. on September 26 Sign Posted on site on September 26
File Date:	September 2, 2022

PREVIOUS CASE/ SITE HISTORY

P&Z Case #22-01A: Request to amend the Future Land Use Map of the City of Liberty for Montage, 1075 acres generally located at N Church Road bound by I-35, 104th Street, and portions extending to 116th Street, including 378 acres to be annexed into the City of Liberty was approved by City Council in August, 2022.

The Annexation request is running concurrently and will be heard at the City Council meeting on October 24, 2022.

PROPOSAL

The applicant, GaleHart Communities, is proposing to rezone to PD-FLEX to allow a large scale, mixed-use development on 1075 acres. This includes 385 acres to be voluntarily annexed into the City at the northern city boundary. The project is generally located to the east and west of N Church Road bound by I-35, 104th Street, and portions of the project area extending to 116th Street.

The PD-FLEX district is detailed in Sec. 30-69.5 of the *Unified Development Ordinance* (UDO):

The purpose of the planned development flex district is to facilitate the development of master planned, mixed use developments containing a minimum of five hundred acres. The PD-FLEX district allows a mix of land uses, densities, setbacks, and building heights for a defined area and allows for flexibility of change over an extended period of time. This zoning district is intended to encourage innovative and creative design and to facilitate a mix of uses in the development of a balanced community over an extended period of time or build out. The PD-FLEX land use designation shall require approval of a master plan in order to provide general development goals for the property. The PD-FLEX zoning district shall clearly define the purpose and intent of the property and its development limitations or allowances while being sufficiently flexible to meet the demands of increased population and evolutionary changes in such fields as architecture, transportation, and redevelopment. The PD-FLEX district must conform to the requirements of the UDO in requiring adequate standards necessary to protect the public health, safety and general welfare.

The PD-FLEX district will allow an increase or decrease of a certain prescribed percentage that result in changes in land area, increase in density or intensity of residential uses, increase in floor area, increase in lot coverage, increase in height, or changes that will increase trip generation or impacts on public facilities. The prescribed per centage allowance shall be determined as part of the Master Plan approval, shall not exceed twenty per cent, and is cumulative from the original, approved plan.

The PD-FLEX zoning may be established as an alternative option for mixed use, master planned development larger than five hundred acres. The PD-FLEX zoning requires a formally approved, overall master plan for the property. The PD-FLEX master plan shall contain, at minimum, mapped information regarding the layout of general use areas, open space, zones of use, trails, major streets and other significant public improvements. The PD-FLEX zoning regulations specify permitted uses, densities and other important development controls for each use area and the property as a whole.

Montage Villages

Montage is a mixed-use, master planned community encompassing over 1,000 acres of residential, commercial, recreational and open space uses. The single-family residential components will include a variety of price points from entry-level to estate homes. Multi-family units will include garden walk-up apartment homes, elevator-served loft apartments and vertically mixed-use buildings with residential over retail. Commercial uses include office, tech, neighborhood retail, main street retail and mixed-use. Montage Liberty is made up of nine villages ranging in size from 50 to 200 acres:

Westhill neighborhood will include 445 single family homes, 136 single family attached urban village and townhomes, a community pool and playscape, and a neighborhood retail corner with 65,000 square foot of commercial. Westhill is proposed as 118 acres including 8 acres of neighborhood parks and regional detention, open space and greenways.

Village Center will be a mixed-use environment of 100 acres with 322 residential units; 326,000 square feet of office; over 175,000 square feet of ground floor retail; an active adult mixed-use residential building with 144 apartment homes over retail; Main Street retail encompassing 32,000 square feet; 2 hotels with a total of 160 rooms; and approximately 115,000 square feet of office, tech and mixed-use space. This area will also include over 18 acres of neighborhood parks and regional detention, open space and greenways.

The Grove Village contains the Grove demonstration farm and learning center situated just south of Liberty North High School. The 150-acre village will include 398 single family homes of urban village, conventional and traditional neighborhood designs. This village will have over 23 acres of community open space and greenways.

Village D: Montage's 117-acre village known as Village D will include 105 entry-level single family homes, 490 garden apartment homes, 486 elevator-served loft apartments, and over 25 acres of neighborhood parks and regional detention, open space and greenways.

Tech Campus: The 47-acre Tech Campus village will provide approximately 618,000 square feet of office, tech and light industrial space to commercial users and include 5 acres with a fishing lake and other regional detention, open space and greenways.

Innovation Park: The 71-acre Innovation Park is the office park along I-35 frontage which will house over 675,000 square feet of garden office, tech and mixed-use space users and include 24 acres of regional detention, open space and greenways.

Legacy, the Active Adult village in Montage, is 100 acres of 198 age-restricted (55+) single family and villa homes, art center, church site, and neighborhood parks, open space and greenways.

The Sports Village at Montage will include the City of Liberty Regional Sports Park with 6 soccer and lacrosse fields and room for a 100,000 square foot field house, an elementary school, the Montage Community Center and Grand Lawn with amphitheater. It will also include 419 typical and mid-density single family homes with nearly 40 acres of neighborhood parks and regional detention, open space and greenways in its over 200 acres.

The Equestrian Village within Montage has nearly 250 estate homes and a neighborhood stable planned on 130-acres.

PUBLIC INFRASTRUCTURE

This application was evaluated in accordance with the City of Liberty's Adequate Public Facilities Ordinance:

Streets

The development will contain a number of local streets, which will create an interconnected street network. Several streets will be connected at the property's limits, which will allow for future connections into neighboring properties. Streets widths will be examined at the time of preliminary platting to determine if any variations from the conventional widths are appropriate. Additionally, several roundabouts have been included throughout the development. The roundabouts will help facilitate traffic movement.

The site presently has direct access to N Church Road, 104th Street, 112th Street, and Plattsburg Road. These roads will be improved to city standards as the phases are developed and as outlined in the Development Agreement presented to the City Council. Future street connections will include:

- A flyover connecting to Glenn Hendren;
- The Plattsburg Road improvements will include a new super-roundabout at the junction of Plattsburg Road, the I-35 off-ramp, and the new road section connecting to the High School.
- Innovation Drive, running parallel to I-35, will connect N. Church Road to Plattsburg Road and will contain 3 roundabouts;
- Montage Parkway, a north/ south connector with roundabouts;
- Liberty Park Drive, an east/ west connector south of NE 112th Street;
- Trail Drive, connecting 104th Street north, past Liberty North High School, to NE 112th Street;
- Creek Drive, connecting Trail Drive at the northern point of LNHS to Innovation Drive;
- Art Drive, a north/ south road from Liberty Park Drive to NE 112th Street; and
- Montage Street, an east/ west road connecting across N Church to the Westhill neighborhood.
- The Westhill neighborhood is also expected to tie into Amber Meadows to the west at NE 100th Terrace and 103rd Street.

Sanitary Sewer

Sanitary Sewer will be provided via two bores under I-35 near Rush Creek Parkway and the I-35 and US 69 Interchange. Public sanitary mains will be designed to provide adequate service throughout the property as future phases develop. There are 5 proposed sanitary lift stations proposed at the northern portion of the project. Two sanitary meter stations will be installed to meter sanitary sewer flow that Kansas City will convey and treat.

Water

The current water network does not have adequate pressure to serve the proposed area therefore a separate water pressure zone is required to serve the area. The new pressure zone will require a booster pump station and a water tower. Water will be pumped from the booster pump station located near Glenn Hendren Drive and conveyed via a 24" water line bored under I-35 that will connect to a 16" water line that connects to a 1.5-million-gallon elevated water storage tank located near Liberty North High School. A network of 12" and 8" water mains will be constructed to adequately serve the development and will connect all existing development along N. Church Road to the new water pressure zone. The current metered connections to the Kansas City water system will be maintained as an emergency interconnection. The new pressure zone will be able to flow back into the existing system through an existing pressure reducing valve.

Storm water

All of the existing creeks are proposed to remain in-tact. Preliminary storm water management plans incorporate storm water retention in a series of storm water retention basins in the eastern portion of the property and throughout the site.

Trails

The proposal includes an extensive trail network that will be built and maintained by the Montage Community Association, with the exception of Montage Trail, which is to be deeded to and maintained by Liberty Parks and Recreation after construction by the developer. All of the trails may be utilized by the general public. A map of these trails can be found on page 5 of the Design Guidelines attached as Exhibit E to this report.

- Montage Trail: to be built on the Southside of the flyover, on the flyover, north along Innovation Dr., through the valley to 104th, north to Liberty Sports Park, to Church Road, north to 112th Street. Approximately 8,400 linear feet.
- Innovation Trail: North from Montage Trail along Innovation Drive to Liberty Park Drive. Approximately 6,100 linear feet.
- Art Trail: North from Liberty Park Drive and Innovation Drive to 112th Street, west to Art Drive, south to Liberty Park Drive, west to Trail Drive. Approximately 5,900 linear feet.
- Trail Trail: North from Creek Drive and 104th to 112th Street. Approximately 3,300 linear feet.
- Equestrian Trail: North from 112th and Trail Drive, wrap around Estate area to the west to Church Road, south to 112th Street. Approximately 7,900 linear feet.
- Connection 1: Montage Pkwy through a creek valley to Innovation Drive. Approximately 1,200 linear feet.
- Connection 2: Montage Pkwy through a creek valley to Innovation Drive, parallel and to the north of Connection 1. Approximately 900 linear feet.
- Place Trail: Place Liberte Park, north along a new street to Westhill Drive. Approximately 1,400 linear feet.
- Westhill Trail: Parallel Westhill Drive (on the north and east side) between Church Road and 104th Street. Approximately 1500 linear feet.

STAFF ANALYSIS

Staff analyses all rezoning applications in accordance with the following criteria described in section 30-24.3 of the Unified Development Ordinance:

1. The conformance of the proposed rezoning to the comprehensive plan and other adopted planning policies.

The Blueprint for Liberty

Recommendation #1 of the Comprehensive Plan states that the City of Liberty should be a full-service community for a diverse population consisting of neighborhoods designed for interaction. A range of housing types and sizes to accommodate households of all ages and sizes should be provided. The applicant is proposing to provide a range of housing options, as well as place them near commercial and business uses.

Recommendation #3 of the Future Land Use Plan states that all existing and future neighborhoods should be designed to have a high degree of connectivity between land uses. The

proposed plan would allow for citizens to walk from their homes to places of recreation, employment and shopping. This application is proposing to provide that opportunity for the residents.

Further, the *Blueprint* states that sensitive natural areas should be protected and functional open space should be created to serve as public gathering/ recreational spaces. The applicant is proposing to maintain most of the drainage ways in their natural state and create tracts of functional open space within the development.

Future Land Use Map Designation

The Future Land Use Map designates the area as *Low Density Residential* (0 to 6 dwelling units per acre); *Traditional Residential* (TND/Traditional Neighborhood Design with 0 to 6 dwelling units per acre); *High Density Residential* (7+ dwelling units per acre); *Commercial Land Use* (retail, service-oriented businesses and offices) *Mixed-Use* (retail and/or office uses on the ground floor and offices and/or residential dwellings on the upper floors); *Business Use* (warehouses, tech). *Civic/ Institutional Use* (fire station, schools); *Parks* (active and passive public recreation) and *Conservation/Stormwater* (wetlands, natural drainage systems). The proposed master plan reflects the designations identified in the Land Use Map.

Staff feels this application conforms to the comprehensive plan and future land use Map.

2. The effect the proposed rezoning will have on properties in the general vicinity.

The rezone will facilitate a large-scale development on a section of land that is presently undeveloped. The proposed mixed-use development would introduce larger scale commercial and multifamily components than would exist under the present zoning. The site exists along a busy, well-travelled corridor, and is abutted by established single-family homes and a high school. At full build out, the project could cause a significant increase in population and out-of-town trip generation.

As the development plan includes the construction of a public multi-use trail, neighboring residents will receive an added trail amenity from this project, along with greater street connectivity in and out of the adjoining subdivisions. The Liberty community will have access to a multitude of amenities such as recreation centers, trails, parks, a demonstration farm, restaurants, and retail, within close proximity of their homes.

Staff believes the development will have a positive effect upon the area and the community as a whole.

3. The extent to which public facilities and services are available and adequate to meet the demand generated by the proposed use.

As further described in the Public Infrastructure section, significant improvements will be required in conjunction with each future development phase.

STAFF RECOMMENDATION

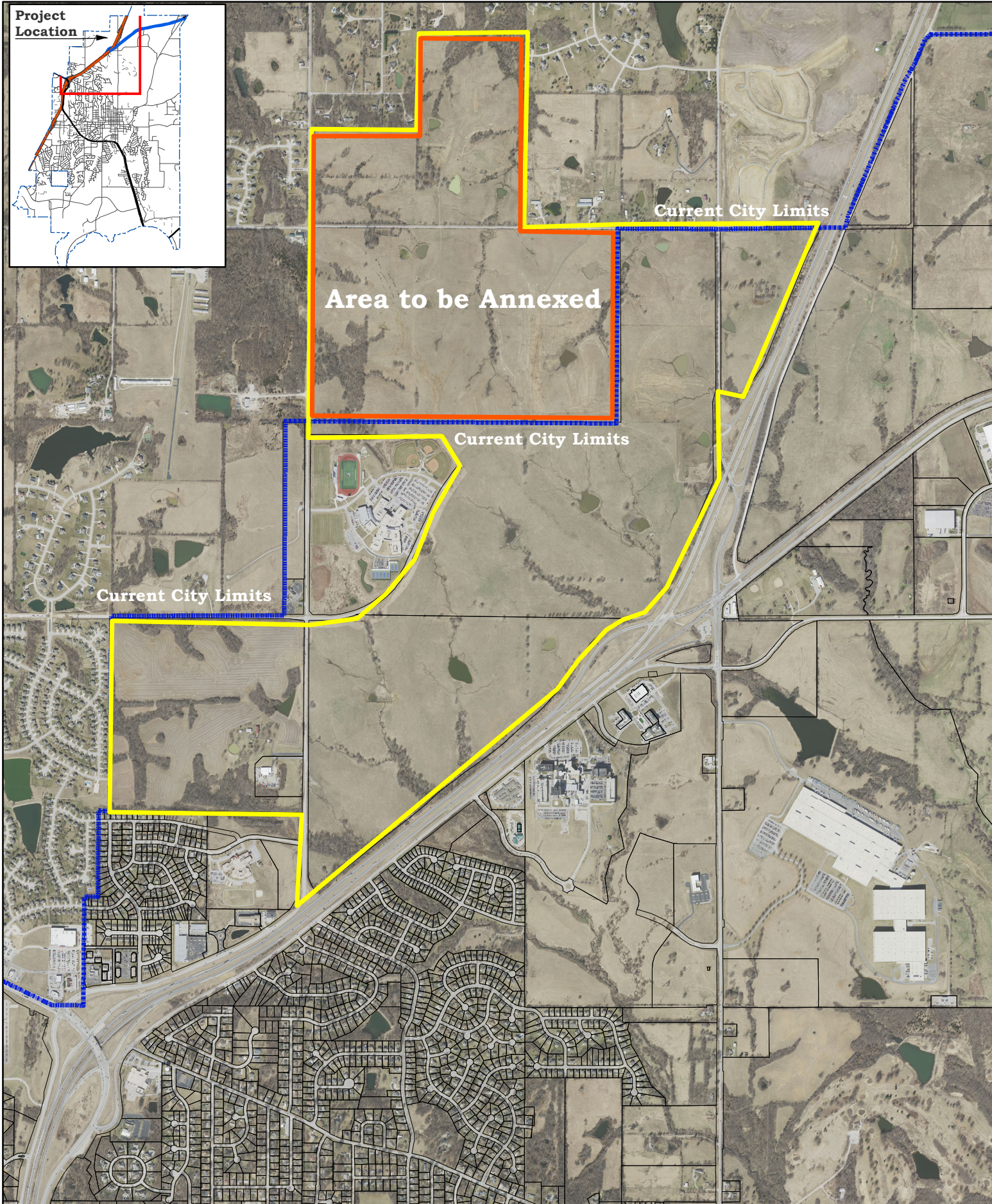
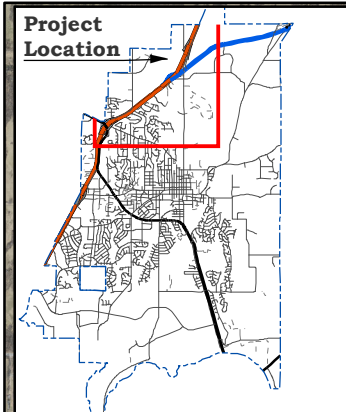
This application conforms to the Future Land Use Map, Adequate Public Facilities Ordinance and the Future Parks Plan. Therefore, staff recommends approval of P&Z Case 22-54&MP.

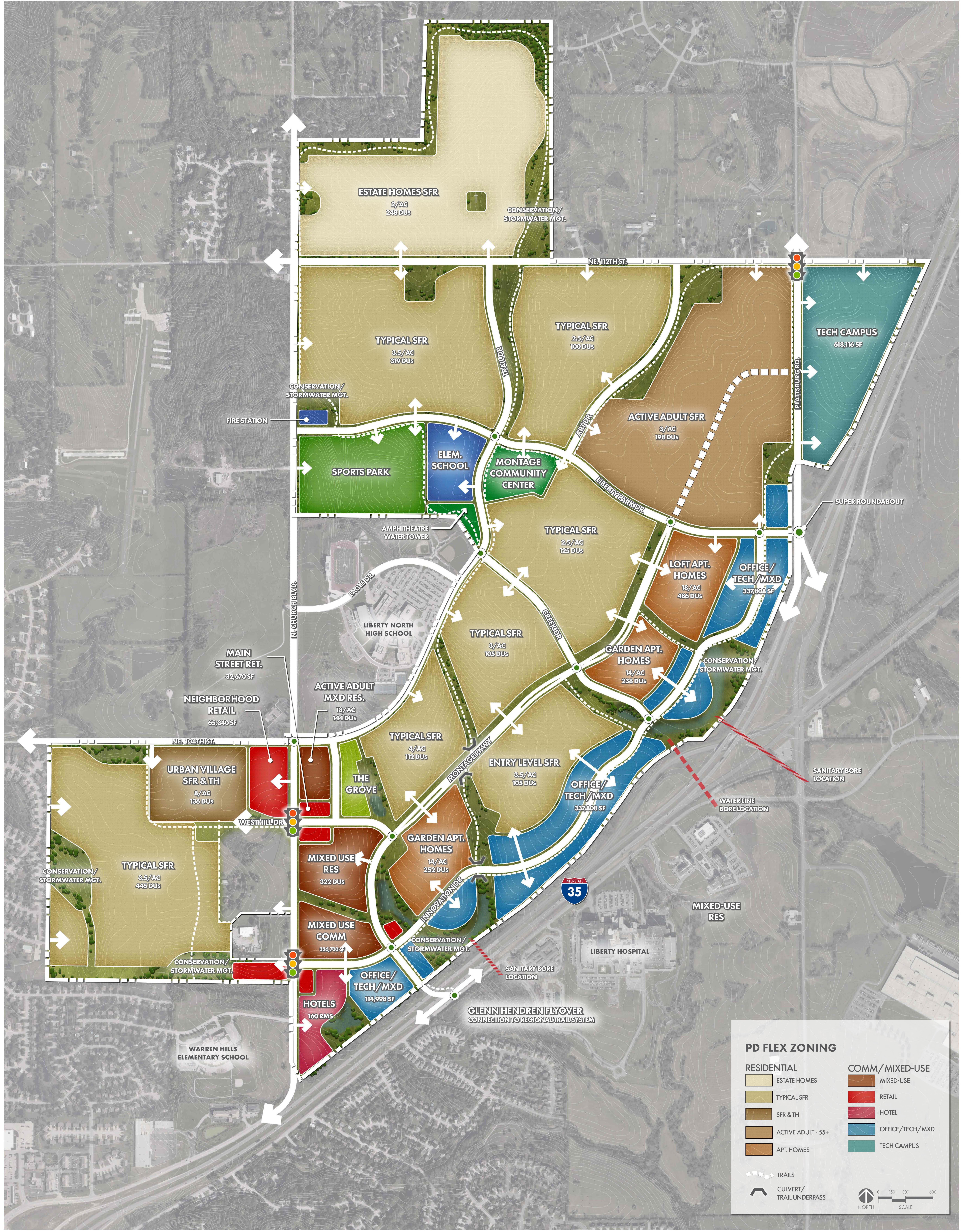
PZ RECOMMENDATION

At its October 11, 2022 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 22-54R&MP as presented in the staff report.

ATTACHMENTS

- Exhibit A: Vicinity Map
- Exhibit B: Rezoning Map
- Exhibit C: Utilities Map
- Exhibit D: Future Land Use Map
- Exhibit E: Design Guidelines
- Exhibit F: Minutes Excerpt from Planning & Zoning Commission meeting
- Exhibit G: Ordinance





PD FLEX ZONING

RESIDENTIAL	COMM/MIXED-USE
ESTATE HOMES	MIXED-USE
TYPICAL SFR	RETAIL
SFR & TH	HOTEL
ACTIVE ADULT - 55+	OFFICE/TECH/MXD
APT. HOMES	TECH CAMPUS

TRAILS
 CULVERT/TRAIL UNDERPASS

NORTH
 SCALE 0 150 300 600

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Kansas State Certificates of Authority
#E-296 #LA-29 #LS-54

PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

MONTAGE
MAJOR UTILITY IMPROVEMENTS

LIBERTY, MISSOURI

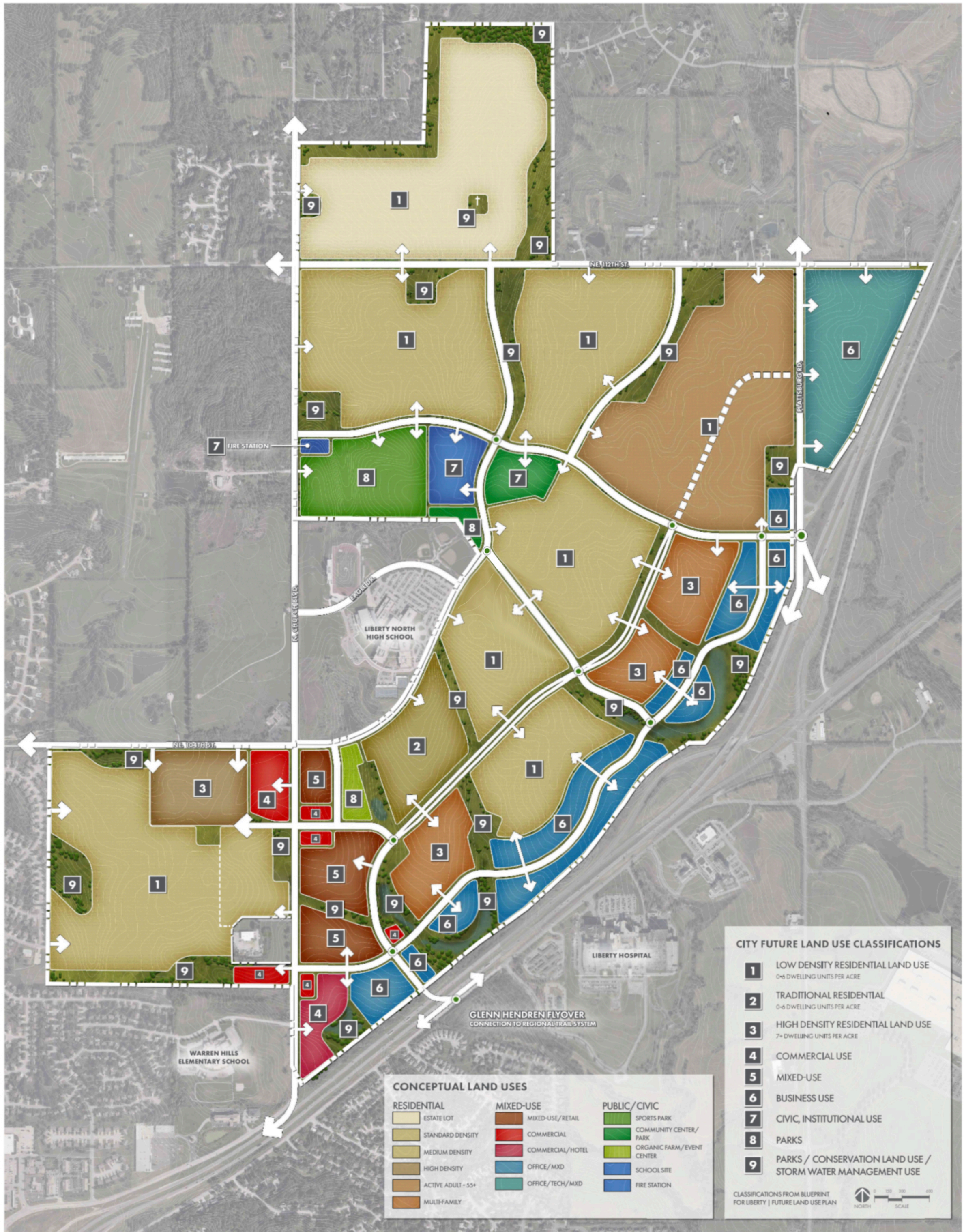
REVISION DATE	DESCRIPTION
1	
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DRAWN BY: MMW	CHECKED BY: MAB	DATE PREPARED: 09-23-22	PROJ. NUMBER: 14-017
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GENERAL
LAYOUT

SHEET

1





Design Guidelines

Introduction

Montage Liberty will evolve into a new and valued neighborhood of the authentic City of Liberty, Missouri. Montage has been intentionally designed to become a part of Liberty via improved trail, vehicular and service connections across 1-35, and added “Experiences” and “Amenities” for the benefit of the current and future population of the City. The founders of Montage have created these Guiding Principles to provide the vision and framework for proper planning, development, building and governance.

Montage Liberty Design Guidelines

Table of Contents

Introduction	Vision and Guiding Principles
2	Zoning Map
3	Zoning Standards Table
4	Road and Parking Plan
5	Trail Plan and Map
6—14	Design Standards
15—20	Representative Product

Prepared By
GaleHart Communities
400 SW Longview Blvd.
Suite 240
Lee’s Summit, MO 64081



The Neighborhoods of Montage

Guiding Principles

The Ten Guiding Principles were established by the founders of Montage to provide a true vision of the community’s future. This framework will continue to inform every aspect in the process of planning, development, building and governance*

The livability of the neighborhoods, connections with our natural and built environment, and community spirit will be enhanced by the commitment to these Guiding Principles

1. Authentic sense of place
Liberty is a renowned, mid-western city with charm and character: a Tree City USA with an attractive and inviting downtown, dozens of buildings on the National Historic Register, an established trail system, a respected college, hospital and K-12 school program. Montage will compliment Liberty’s distinctive attributes.

2. Environmental enrichment and protection
Open areas, trails, pocket parks, lakes, creeks, playfields and gathering spaces offer opportunities from private reflection to team sports. Intentional landscape design meant to connect with nature and sustain the environment will feature native Missouri flowers, shrubs and trees.

3. Active lifestyle
Physical and mental activity are necessary for good health. Gardening, walking, running, bicycling, swimming, sledding, tennis, pickleball, yoga, etc. and a range of team sports will be available. Art in all its forms will be displayed, presented, produced, performed, shared, enjoyed and encouraged.

4. Engaging community
The management of the community association, will be transparent, collaborative and resident-centered. A wide variety of meet-your-neighbor and new resident activities will be provided.

5. Welcoming diversity
Montage will welcome all. Our lives are made richer through diversity and inclusion.

6. Safe and efficient transportation networks
New roads, enhanced with walkable and bike-friendly trail corridors and designed with appropriate traffic calming features will safely link LNHS and the neighborhoods with improved connections to Hwy 291, new connections to I-35 and easier access to downtown Liberty.

7. Aesthetic design with quality construction
The built environment is made more pleasant with a variety of architectural styles and color schemes. Public roads are made more comfortable with vertical and horizontal curves and gentle traffic-calming elements. Good construction design, material use and maintenance will be practiced.

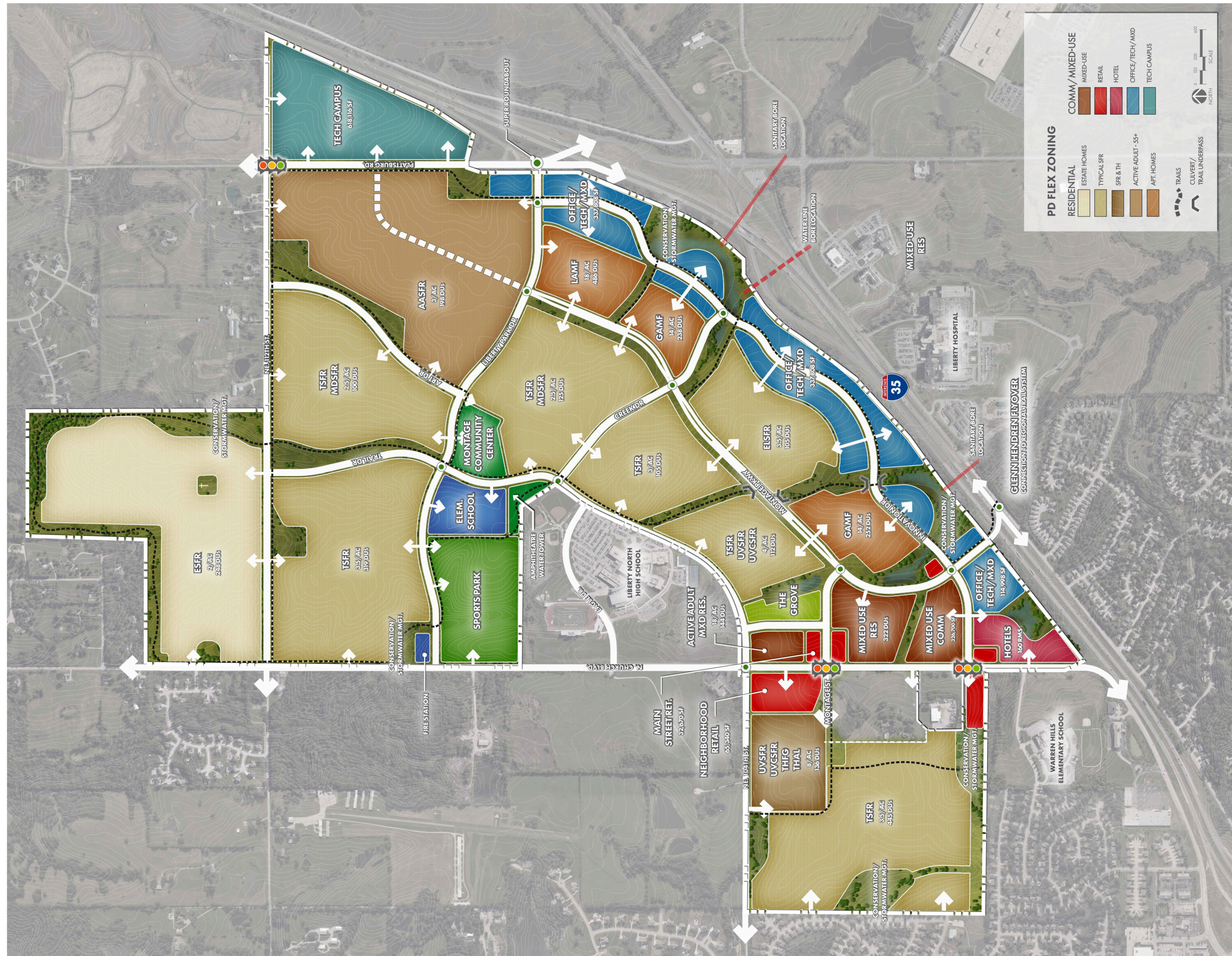
8. Learning for life
In addition to the high quality K-12, William Jewell and Liberty Parks & Recreation curriculums, varied educational programs will be offered by the Montage Farm, Stable, Garden, Art, and Mom’s Clubs, etc. through the Community Association.

9. Green energy and conservation emphasis
Opportunities to test, experiment and lead in the rapidly evolving science of alternative energy will be explored. Solar, geothermal, wind, recycling, composting and other community centered best-practices will be utilized.

10. Sustainable for the future
Montage has been intentionally designed by a team of nationally experienced community builders to be economically successful and sustainable.

*Let us all acknowledge the worthy and important goal of being gentle with our natural environment while providing a desired range of quality built housing, recreation and business opportunities, all with the necessary public infrastructure and within an enriching and hospitable community.

8.16.2022



	Montage Liberty												
	Liberty, MO GaleHart Communities												
	Zoning Table - Sep 29 2022												
	Setback												
1	M Code	Residential Land Use	Units	Acres		Max Ht	Front	Sides	Corner Lot Side	Rear	Min Lot Width	Min Lot Depth	Min Lot Area
2	TSFR	Typical Single Family Residential Detached	1,024	313		35	25	7	15	25	70	110	8,000
3	MDSFR	Mid Density Single Family Residential	100	40		35	25	5	15	25	75	120	8,500
4	ESFR	Estate Single Family Residential (Low Density)	248	124		35	30	10	15	30	90	140	12,500
5	ELSFR	Entry-level Single Family Residential	105	30		35	25	5	15	15	50	100	5,000
6	AASFR	Active Adult Single Family Residential	198	66		35	20	5	15	15	50	100	5,000
7	UVSFR	Urban Village Home Single Family Residential	50	6		40	18' to building or 12' to porch	5	15	20	40	90	3,500
8	UVCSFR	Cottages/Bungalow Single Family Residential	30	5		35	18' to building or 12' to porch	5	15	20	30	80	2,200
9	THFG	Townhomes Residential-Front Garage	112	13		3 stories	35	10	15	20			
10	THAL	Townhomes Residential-Alley Load	112	13		3 stories	15	10	15	5			
11	GAMF	Garden Apartment Homes MF	490	35		4 stories	30	10' with 20' between bldgs	15	20			
12	LAMF	Loft Apartment Homes MF	486	27		4 stories	30	10' with 20' between bldgs	15	20			
13		SUBTOTAL RESIDENTIAL	2,955	672									
	Note: minimum side yard on the street side of a residence shall be no less than 15'												
14	M Code	Mixed Land Use	Units - SF	Acres		Max Ht	Front	Sides	Corner Lot Side	Rear			
15		Active Adult Mixed-Use Residential	144	8		6 stories	none	none	none	none			
16		Mixed-use Residential (res above office or retail)	322	27		6 stories	none	none	none	none			
17		TOTAL RESIDENTIAL	3,420	707									
18		Mixed-use Commercial	326,700	10		6 stories	none	none	none	none			
19		Mixed-use Office (commercial/office portion)	175,111	see line 16		6 stories	none	none	none	none			
20		SUBTOTAL COMMERCIAL	501,811	10									
21	M Code	Commercial Land Use	Sq Ft	Acres	Max Floor Area Ratio	Max Ht	Front	Sides	Corner Lot Side	Rear			
22		Main Street Retail	32,670	3	0.30	2 stories	none	none	none	none			
23		Neighborhood Retail	65,340	15	0.30	2 stories	15	none	none	none			
24		Office/Tech/Commercial mixed use	790,614	55	0.50	6 Stories	20	20	20	15			
25		Tech/Light Industrial/Commercial mixed use	618,116	43	0.50	3 stories	20	20	20	15			
26		Hotel Rooms	160	6		6 stories	20	20	20	15			
27		Churches Civic Use	0	8									
28		TOTAL COMMERCIAL	2,008,712	140									
29		Backbone and Neighborhood Infrastructure		27									
30		Schools/Regional and Local Amenities & Green Space		208									
31		TOTAL		1,073									

Montage Road and Parking Plan September 14, 2022						
	Street	Roadway Classification	Typical ROW Width	Typical Street Width	City Standard Detail	Street Parking and Single Family Driveway Allowed
1	104th	Minor Arterial	100' Min.**	40' B-B***	D14-3	no parking
2	112th	Minor Arterial	100' Min.**	40' B-B***	D14-3	no parking
3	Church	Major Arterial	120' Min.**	71' B-B***	D14-5	no parking
4	Plattsburg	Minor Arterial	100' Min.**	40' B-B***	D14-3	no parking
5	Innovation Dr	Collector	64' Min.	32' B-B*	D14-2	parking 1 side only
7	Montage Pkwy	Collector	64' Min.	32' B-B*	D14-2	parking 1 side only
9	Liberty Park Dr	Collector	64' Min.	32' B-B*	D14-2	parking 1 side only
10	Montage St	Main Street	64'-85'	24' drive lanes min****	N/A	angled parking both sides Central Business District (north and south)
11	Westhill Dr	Collector	64' Min.	32' B-B*	D14-2	parking 1 side only (north and east) with indent, not including commercial area
12	Grove Dr	Main Street	64'-85'	24' drive lanes min****	N/A	angled parking both sides Central Business District (east and west)
13	Creek Dr	Collector	64' Min.	32' B-B*	D14-2	parking 1 side only (southwest) with indent between 104th and Montage Pkwy
14	Trail Dr	Collector	64' Min.	32' B-B*	D14-2	parking 1 side only, front load single family driveway 1 side only
16	Art Dr	Collector	64' Min.	32' B-B*	D14-2	parking 1 side only, front load single family driveway 1 side only

Montage Liberty Trail Plan 9-29-22

Primary Trail Network, Projected to Completion

1. **Montage Trail** – Trail to be deeded to and maintained by Liberty Parks and Recreation after construction
- (M) Southside of flyover, flyover, north along Innovation Dr., through valley to 104th, north to Liberty Sports Park, to Church, north to 112th
- 8,400’
4. **Innovation Trail**
- (I) North from Montage Trail along Innovation Dr. to Liberty Park Dr.
- 6,100’’
2. **Art Trail**
- (A) North from Liberty Pk Dr and Innovation Dr to 112th, west to Art Dr, south to Liberty Pk Dr, west to Trail Dr
- 5,900’
3. **Trail Trail**
- (T) North from Lake Dr and 104th to 112th
- 3,300’’
4. **Equestrian Trail**
- (E) North from 112th and Trail Dr., wrap around Estate area to the west to Church, south to 112th.
- 7,900
5. **Connection 1**
- (C1) Montage Pkwy through a creek valley to Innovation Dr.
- 1,200’
6. **Connection 2**
- (C2) Montage Pkwy through a creek valley to Innovation Dr.
- 900’
7. **Place Trail - Place Liberte Connection**
- (P) Place Liberte Park, north along a new street to Westhill Dr
- 1400’
8. **Westhill Trail**
- (W) Parallel Westhill Dr (on the north and east side) between Church Rd. and 104th.
- 1500’

- Note:
- Trail names are not final;
 - Lengths are approximate. Additional trails will be added to benefit connections between neighborhoods.
 - Trail widths shall range from a minimum of 6’ to a maximum of 10’ depending on projected traffic and topography.
 - Trail construction shall be of concrete, asphalt and limestone fines depending on location;
 - Final trail alignment and placement will be dependent on topography, appropriate trail and street connections and after consultation with Liberty Parks and Recreation;
 - Experiences and amenities along the trails will include sculpture, exercise stations, accessible play elements, benches, butterfly gardens, Zen and meditative gardens, fountains, orchards, wildflower gardens, stable, etc.



MONTAGE DESIGN STANDARDS
PARKING DESIGN STANDARDS

General Design Standards

1. Parking spaces provided to meet the minimum requirements of this Article, in addition to drive aisles and approaches necessary to access these spaces, shall not be used for any purpose other than temporary vehicle parking. These areas shall not be used for the storage, sale, repair, dismantling, or service of any vehicle, equipment, goods, materials, or supplies.
2. For all commercial, industrial and multi-family uses, a minimum ten-foot landscape buffer shall be provided between the property line and any off-street parking space or drive aisle, unless the parking lot is for multiple buildings in the same development with separate lots that have a property line that occurs in the center of a drive aisle or along a parking space.
3. For all residential districts, a minimum four-foot landscape buffer shall be provided between the property line and any paved parking area, with an exception for ingress and egress and for shared driveways.
4. In all residential districts, there shall be no paving within the required front yard, except as permitted in customary driveways.
5. Vehicle facilities, for the loading and unloading of merchandise and goods within or adjacent to a building, shall not obstruct the freedom of vehicular traffic or pedestrian movement on public streets, sidewalks, or alleys.
6. An additional parking space may be created on a lot sufficient to store one passenger vehicle, and shall be connected to a public street by a driveway or alley. The parking space and driveway shall be constructed in such a way as to clearly define the boundaries between the parking space and the adjacent yard area. No additional spaces may be created for vehicle storage, recreational vehicles, trailers, and non passenger vehicles.

Parking Quantity

1. All non-apartment residential uses: Two (2) spaces per dwelling unit.
2. All apartment buildings: One and seven-tenths spaces per unit.
3. All senior apartment buildings: One and two-tenths spaces per unit plus 1 per staff.
4. Assisted living and nursing care communities: One space per three beds plus one space for each staff or visiting doctor.
5. All assembly uses such as churches, theaters, and restaurants: One space per three (3) seats.
6. All lodging uses: One space per unit plus spaces for overnight staff.
7. All mixed-use buildings and industrial uses, including warehouse facilities shall be determined on a case-by-case basis. In mixed-use areas parking may include shared parking per the shared parking standards in these design standards. A parking analysis, using a recognized standard for calculations, shall be provided.
8. All other business uses: One space per two hundred fifty (250) square feet of floor area.

9. While on street parking is preferred, off street parking is allowed in the mixed-use area to meet parking requirements. Off street surface parking shall be located a minimum of 10 feet from the right of way and be appropriately screened with landscape, berm or a wall 2 feet in height.

10. The maximum number of off-street parking spaces that may be permitted shall not exceed one hundred fifty (150) per cent of the required parking.

Shared Parking

Up to thirty (30) per cent of the required parking for any site may be fulfilled through shared off-street parking or off-site parking, provided:

1. The parking site is owned by or under contract for such purposes by the person seeking the off-site or shared parking or is controlled via a shared parking easement.
2. For shared parking, the uses to share the space shall not have the same peak occupancy time period.
3. All off-site parking shall be no farther than five hundred (500) feet from the property.

Landscaping

1. Landscaping within and around a parking lot shall be provided in accordance with the following minimum standards and sight distance regulations as found in the UDO:
 - a. Large growing trees shall be planted one per ten (10) parking spaces. These trees may be planted within landscape islands, buffer areas, or open space.
 - b. Small growing trees shall be planted one per fifteen (15) spaces. These trees may be planted within landscape islands, buffer areas, or open space.
 - c. Every parking lot island shall contain at least 1 tree. Small growing trees with height of less than 15 feet in height may be used in islands with utilities and light poles provided they do not conflict with the function of the utility or light and do not block the parking space.
 - d. One shrub shall be planted for every two (2) parking spaces. These shrubs may be planted within landscape islands, buffer areas, or open space. Consideration should be given toward snow clearing operations and public safety.
 - e. Islands used for tree planting shall have a minimum area of one hundred twenty-five (125) square feet and a minimum width of seven (7) feet.
 - f. Parking lots that exceed two hundred (200) stalls shall have a minimum of twenty percent of shrubs required under this paragraph to be planted in tree islands in a manner that maintains a minimum of 18 inches of clear space between the back of curb and the plant at full maturity.

SIGN DESIGN STANDARDS

- 1. All signs shall have sound structural quality, be compatible with the adjacent buildings, be maintained in good repair and have a clean and neat appearance.
- 2. All signs, except exempt signs as set forth in this article, shall be permitted by the director and constructed in accordance with plans submitted in support of a sign permit.
- 3. All signs shall be located in a way not to obstruct the view of pedestrian or vehicle traffic or interfere with other signage.
- 4. All permanent monument signs shall be located in a landscaped area that is a minimum of three (3) feet on each side of the base of the sign. Adequate landscaping material shall be utilized to provide a minimum of one shrub per ten (10) square feet of sign area.
- 5. All permanent monument signs shall be located at least ten (10) feet from all property lines.
- 6. All wall signs shall be located so that no portion of the sign extends beyond the height of the wall to which it is attached.
- 7. Canopy signs shall be permitted in commercial districts in accordance with the following provisions:
 - a. Signs located on canopies attached to buildings shall not exceed fifty (50) per cent of the vertical face of the canopy structure.
 - b. For free-standing buildings, the overall square footage of the canopy sign shall be subtracted from the signage allowance for the building face which most closely corresponds to the canopy.
 - c. For buildings with multiple storefronts, such as those within shopping centers or business parks, a canopy sign may be allowed for an individual tenant space in lieu of allowed wall signage for the building face which most closely corresponds to the canopy.
 - d. Signs located on free-standing canopies shall not exceed fifteen (15) percent of the vertical face of the canopy structure.
 - e. Signs shall not extend beyond the canopy face.
- 8. All signage for a use operating under a special use permit must follow that of the zoning district in which it is located, except as specifically provided in this UDO or approved as a part of the special use permit.
- 9. Directional signage, for the safe and efficient movement of onsite traffic is permitted in accordance with the following provisions:
 - a. Only one (1) entrance/exit directional sign is allowed per access point.
 - b. Sign shall not exceed three (3) square feet in area.
 - c. Sign shall not exceed four (4) feet in height.
- 10. Mixed-use Signage will be reviewed on a case by case basis at the time of final development plan:
 - a. The following signs may be used as approved by the Planning and Development Director.

- i. Signs that project over the sidewalk, such as blade signs.
- ii. Window signs.
- iii. Above the door signs.



- b. Signage shall be predominantly pedestrian-oriented and other pedestrian-level building details shall be rich.
- c. Mixed-use signage may extend 4 feet above the wall that it is attached if the sign is serving as a landmark sign and provided there is an element of “art”, graphic in form, as part of the sign unless otherwise approved by Planning and Development Director



- d. Mixed-use signage may exceed the size standards by 10% provided there is an element of “art” as part of the sign.

NEIGHBORHOOD AND LOT DESIGN

General

- 1. The design shall not drastically alter the site to accommodate a preconceived design.
- 2. The design shall respect and enhance the physical and natural qualities of the site.
- 3. The design shall utilize and complement the existing topographic features of the site.

Blocks

- 1. When possible, blocks should be designed to create a grid-like street network that promotes connectivity.
- 2. Blocks may have an irregular shape to protect natural topography and ecologically sensitive areas.
- 3. Pedestrian access shall be provided through the block, where necessary, to serve nearby facilities.
- 4. Cul-de-sacs and loop lanes shall not exceed eight hundred (800) feet in length measured from the centerline of the intersecting street.
- 5. In mixed-use areas block lengths are preferred to be a maximum of seven hundred (700) linear feet but shall not exceed one thousand (1,000) linear feet, except where access management guidelines or conditions of the terrain prohibit compliance. Pedestrian access from street to street across a block may count as a connection, in order to reduce a block length. Block lengths in excess of seven hundred linear feet will be reviewed at the time of preliminary development plan.
- 6. In all other districts, block lengths are preferred to be a maximum of seven hundred (700) linear feet but shall not exceed on thousand (1,000) linear feet, except where access management guidelines, conditions of the terrain or adjacent land uses prohibit compliance. Pedestrian access from street to street across a block may count as a connection, in order to reduce a block length. Blocks along the parks and schools may exceed one thousand (1,000) linear feet. Block lengths in excess of seven hundred linear feet will be reviewed at the time of preliminary development plan.

Streets

- 1. Major arterial roadways:
 - a. Required right-of-way width shall be determined on a case by case basis.
 - b. Minimum street width (measured at back of curbs and including the required median): seventy-one (71) feet.
 - c. On-street parking is not permitted.
 - d. Straight back curbs and gutters are required.
 - e. Medians that are at a minimum fifteen (15) feet wide with turn lanes are required.
 - f. Five-foot wide sidewalks are required on both sides of the street.
 - g. A trail on one side of the street will be required when identified on the Trail Master Plan WHICH SHALL REPLACE A 5' SIDEWALK.

2. Collector street:

- a. Required right-of-way width: minimum sixty-four (64) feet.
- b. Minimum street width (measured at back of curbs): thirty-two (32) feet.
- c. On-street parking may be permitted on one side of the roadway.
- d. Driveways onto collectors will only be allowed as identified on the Montage Road and Parking Plan in this document. Driveways onto other collectors will be reviewed on a case by case basis as part of a preliminary plat application. Driveways must follow the design specified in the Lot Design section of this document.
- e. Straight back curbs and gutters are required.
- f. Medians may be required.
- g. Turn lanes may be required.
- h. Five-foot wide sidewalks are required on both sides of the street, except for along a mixed-use street which shall be as specified in the Mixed-use street section of this document.
- i. Trails will be required as identified on the Montage Trail Plan.

3. Mixed-use street:

- a. Required right of way width shall be determined on a case by case basis. Generally, the minimum right of way width should be 64'-85'.
- b. On street parking may be permitted on both sides of the street.
- c. Parking should be provided on-street where possible. Parking structures or in open lots should be setback a minimum of 10 feet with a continuous landscape screen or screen wall that does not exceed 2 feet in height.
- d. Sidewalks shall be at least six (6) feet wide and may be up to (12) feet. This excludes dining/product display areas.

- e. Street must include a street tree/amenity zone between the curb and primary walkway that has a minimum width of four (4) feet. Dining/product display areas may not be counted as part of the amenity zone.



4. Local Roadways (Public local street):

- a. Required right-of-way width: minimum fifty-four (54) feet.
- b. Minimum street width (measured at back of curbs): twenty-six (26) feet, except that the street width may be reduced, at the discretion of the director, where appropriate.
- c. On-street parking may be permitted on one side of the roadway if the width is 26 feet.
- d. On-street parking on both sides will require additional right of way and pavement width and will be reviewed on a case by case basis.
- e. Five-foot sidewalks are required on both sides of the street, except for the mixed-use areas where sidewalks shall be at least six (6) feet wide, and except for those residential areas with a density of less than 2.5 homes per acre where a sidewalk shall be required only on one side of the street.

5. Alleyways:

- a. Required right-of-way width: minimum fifteen (15) feet.
- b. Minimum alleyway width: ten (10) feet.
- c. Alleyways shall be either asphalt or concrete pavement.
- d. Alleys are private access to be owned and maintained by and HOA.

Lot Design

To create an enhanced streetscape and cohesive neighborhood, all newly created lots shall be designed in accordance with the following criteria:

1. All lots shall be part of a contiguous block.
2. Where single family residential lot density exceeds 3.0 per acre front building lines shall be staggered by a minimum of 3' on alternate lots.
3. A buffer of 50 feet on south side of 112th Street east of Trail Drive and 30 feet shall be provided on both sides of 112th Street west of Trail Drive. A buffer of 30 feet shall be provided on the south side of 104th Street west of Church Road.
4. It is preferred that no single family residential lot will have its rear yard back to a public street. Residential lots may back up to a street if a buffer, as depicted in the following image, of thirty (30) feet with dense landscape, including a berm when topography allows, is provided between the street right-of-way and the rear property line as depicted in the following image.



5. Residential lots that front a collector street where the garage is in the front with access from the collector shall be at least seventy-five feet wide and shall be designed to have a greater lot depth with a minimum front yard setbacks of 35 feet. Driveways onto collectors will only be allowed as identified on the Montage Road and Parking Plan in this document. Driveways onto other collectors will be reviewed on a case by case basis as part of a preliminary plat application. Residential lots that front a collector street where the garage is in the rear shall be at least forty feet wide and have a setback of 25 feet from the collector right of way as depicted in the following example.



6. Flag lots shall be prohibited except, where topographic or environmentally sensitive conditions make them necessary.
7. Lots with dual frontage shall be prohibited.
8. Side lot lines should generally be at right angles to street lines or radial to curved streets except in cases where the street design requires a side lot line at an angle or in cases where a neighborhood design includes an angled property line to achieve a desired streetscape aesthetic.
9. Residential lots fronting an arterial street shall not be allowed direct access to the street.
10. Residential lots less than 50 feet in width shall have driveway width cuts no larger than fifteen (15) feet. Residential lots 50 feet or larger in width shall have driveway cuts no larger than 20 feet measured at the front property line.
11. Residential lots shall contain within the front yard a minimum of one tree, which may be large- or small-growing; two (2) perennials; and three (3) shrubs per dwelling unit.
12. Side elevations of corner lots require, on the side of the foundation facing the side-street, shrubs planted on at minimum 4' centers.

General Landscape Design Standards

1. Landscape design, including planting locations and the coordination of species, shall be used to enhance the visual character of a development and neighborhood. Hardscape, art, or water features in lieu of certain landscaping requirements will be reviewed on a case by case basis and may be approved with a preliminary plan application.
2. No plants listed on the Invasive Plant List published by the Missouri Department of Conservation shall be planted.
3. Nursery stock shall meet the most current version of the American Standard for Nursery Stock, and shall be selected in accordance with the following minimum provisions:
 - a. Large growing trees: 1.5-inch caliper, measured one foot above grade.
 - b. Small growing trees: 1.5-inch caliper, measured one foot above grade.
 - c. Conifers and evergreens: five (5) feet in height.
 - d. Shrubs: three-gallon container.

Street Trees

2. Large growing street trees shall be required along the property's frontage with any public or private street or drive in accordance with the following minimum standards and sight distance regulations as found in of the UDO:
 - a. For all local streets, collector streets, and arterials, generally one tree per fifty (50) linear feet shall be planted, except where the planting of a tree shall interfere with safe vehicular or pedestrian access. Tree spacing may be adjusted as necessary to accommodate utilities light poles, and driveways which may require a slight reduction in the quantity of trees. If the planting of large growing street trees interferes with overhead utility lines, small growing trees may be planted at a frequency of one tree per thirty-five (35) linear feet. The city tree board maintains a list of acceptable street trees.

- b. For all private drives, one tree per fifty (50) linear feet shall be planted along the property's frontage, where possible, or may be planted elsewhere on site.
- c. Street trees shall be a minimum of 1.5-inch caliper.

Main Street Landscaping

1. Street trees shall be incorporated into each project in either tree grates or curbed planters.
2. Furnishings shall be incorporated into each project.
3. The amenity zone between the curb and primary walkway should include street trees and other landscape in curbed planters. Furnishings, lights and roadway signs may be located in the amenity zone.

OPEN SPACE DESIGN

1. To ensure that new development occurs in a manner that maintains open areas free from structures and parking areas, twenty (20) per cent of the total phase-area shall remain as open space. For the mixed-use area, park and open space areas depicted on the Montage Master Plan may be used for this requirement even if they are in a different phase of the Montage project. A minimum of five (5) percent of each plat shall be open areas. Buffers, required above-ground detention, drainage basins and required yards may be used to calculate the required open space. Where appropriate, these areas shall be used as public gathering space and may include amenities such as benches, tables, chairs, and fountains.
2. The Montage Master Plan and Trail Plan includes parks and open space which may be counted toward the City open space requirement. All residential development shall, as part of the final plat process, include a plan illustrating the open space for public use in accordance with the provisions and intent of the parks and open space component of the Montage Master Plan and Trail Plan. The open space may not be contiguous with the final plat and may have been previously dedicated or to be dedicated in the future. The provisions of this article are minimum standards and shall not be construed as prohibiting a developer from the dedication or reservation of land for recreational purposes in addition to that required by this article.
3. The Montage Master Plan and Trail Plan includes parks and open space which may be counted toward the City open space requirement. All plats shall provide for the dedication of parks and open space at locations as designated in the parks and open space component of the Montage Master Plan and Trail Plan. All residential development shall, as part of the final plat process, include a plan illustrating the areas for parks and open space for public use that are part of the Montage Master Plan that will be used for meeting the City park and open space requirement. If the parks and open space component of the Montage Master Plan and Trail Plan provides guidance on specific locations, then plats should provide for the dedication of parks and open space at such locations wherever possible. The park or open space may not be contiguous with the final plat and may have been previously dedicated or to be dedicated in the future.

Landscaping

In addition to the parking lot landscaping and street tree requirements, open space areas shall be landscaped in accordance with the following:

1. For every three thousand (3,000) square feet of building area, at least one large growing tree shall be required. Two (2) small growing trees may be planted instead of one large growing tree.
2. At least one shrub shall be planted for every two hundred fifty (250) square feet of building area. In no case shall more than four hundred (400) shrubs be required; however, developers are encouraged to exceed these minimum standards.
3. All large trees shall be a minimum of 1.5 inch caliper.
4. No plants listed on the Invasive Plant List published by the Missouri Department of Conservation shall be planted.

SCREENING AND BUFFERS

To ensure that new development occurs in a manner that is sensitive to the surrounding environment, sites shall be designed in accordance with the following standards:

1. Where any commercial, industrial, or multi-family development rear yard abuts a single or two-family residential development rear yard, a buffer shall be provided with sufficient plant material and/ or open space to reduce the impact of a high intensity use on adjacent residential property. Such buffer shall be a fifty (50) foot open space corridor landscaped with deciduous and evergreen trees and included-an earthen berm, when topography allows. Exceptions to this requirement may be permitted for development within the mixed-use districts or where unique conditions prevail.
2. Wherever possible, buildings should be oriented so that utilitarian areas, such as loading and service areas, trash receptacles, and drive-thru service areas are de-emphasized, located at the rear of the building and away from other highly visible portions of the site or appropriately screened from view of adjacent properties or the public right-of-way.
3. An enclosure or screen wall shall be designed and constructed for trash receptacles in a manner that is complementary to the site and principal building.
4. Permanent outdoor display structures shall be enclosed with materials compatible to the building architecture such as a decorative fence, wall, or other similar material. Limited visibility of the items displayed may be allowed at the city's discretion, where the location or merchandise does not detract from the overall appearance of the site. Merchandise displayed may not be stacked or situated to extend beyond the height of the enclosure.
5. Rooftop equipment shall be properly screened from public view by architectural treatments that are compatible to the design of the building and integral to the overall design and appearance of the building. Screening shall be as high or higher than the equipment being screened. Exceptions to this provision may be allowed when equipment is located or a building is sited in a manner where the equipment is not visible from adjoining properties or public streets.

STORMWATER MANAGEMENT DESIGN

The design of all stormwater facilities shall conform to the MARC BMP manual and KC-APWA Section 5600 design guidelines. However, given the size and scale of Montage the are unique opportunities to achieve the stormwater management goals of the City of Liberty. A Macro stormwater report shall be prepared that details the stormwater management concepts for the overall project. The Macro report shall detail the innovative and alternate methods for compliance with standard stormwater design criteria as described below. As individual parcels or pods develop, Micro Stormwater management reports shall be submitted that detail how each development adheres to the design assumptions of the Macro report, as well as any additional innovative and alternate design methods that may be proposed for that unique project.

- a. Approval of alternate materials, devices, techniques, details or specifications for individual Stormwater Treatment Facilities that would be expected to provide similar or better performance.
- b. Evaluations of credits, ratings, or level of service calculations to account for unique or special technical considerations and per product tests.
- c. Corrections, clarifications or modifications to requirements which the City Engineer has found to give inadequate or undesirable performance.

:

Regional Stormwater Facilities

- 1. The preferred approach to stormwater quantity and quality control is through the construction of regional facilities instead of smaller facilities located on individual parcels or lots.
- 2. Regional Water Quality Facilities, whether combined with flood control detention or standing-alone, may be located on a major drainage way.
- 3. Facilities such as extended dry or wet detention basins and constructed wetlands may be utilized for regional facilities.
- 4. Within the mixed-use areas, water quality facilities may be located within the public right of way. Water quality facilities within the public right of way shall be maintained by the adjacent property owner or property owner association. Written covenants for the maintenance shall be provided for each facility.
- 5. All basins, preserved areas, stream corridors, parks, open space, and native vegetation areas shall be considered applicable approaches to meeting all or a portion of the water quality standards.

Individual Parcel/Lot Facilities

- 1. Where tributary to a regional facility, pretreatment measures such as plunge pools or forebays may be required on individual parcels or lots.
- 2. Onsite water quality facilities shall be implemented on individual parcels that are not tributary to regional facilities.

Modifications to Allow Alternate Compliance:

- 1. In addition, the City Engineer may waive or modify any of the Stormwater Treatment Standards to encourage the implementation of alternative or innovative practices that implement the intent of the modified standards and provide equivalent public benefits without significant adverse impacts on surrounding developments. Such modifications may be granted for issues including, but not limited to:

ARCHITECTURAL DESIGN

1. General Design Standards

- a. Wherever possible, buildings should be built to the street and the primary facade of a building shall face the public street upon which the building is addressed.
- b. Buildings shall be constructed of quality materials such as brick, stone, articulated block, stucco, E.I.F.S. or composite lap siding. Pre-fabricated metal panels shall be reviewed on a case by case basis.
- c. Wherever possible, entryways and windows shall be articulated on all elevations to create a welcoming image. Windows located on the primary facade, including display windows, transoms, and entry doors shall be transparent or designed to allow visual access through the building.
- d. All sides of a building shall have similar architectural details. Blank walls shall be avoided. Uninterrupted elevations shall be broken up with architectural details and blank walls shall be avoided.
- e. Accessory structures and retaining walls shall be designed to complement the primary structure and overall site design.
- f. Where multiple commercial buildings are located on the same lot, twenty (20) feet of separation shall be provided between all buildings. This area shall be landscaped and used to provide amenity to users of the site.
- g. Buildings shall be sited in a manner to preserve natural vistas or streetscapes.
- h. Building architecture shall generally follow the styles and materials of the buildings in the example architecture photos in this document.
- i. Metal panels may be used for the Grove Farm and Equestrian Barn and Stable area.

2. Residential Design Standards

- a. Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form and siting shall be used to provide visual interest. Generally, no two single-family dwellings of similar front elevation or facade shall be constructed or located on adjacent lots. Front elevations or facades shall be deemed to be similar when there is no difference in roof lines, no change in the color of materials used (rather than a change in shade), and/or no substantial change in the kind of materials.
- b. Single family shall include a porch element at the front door.
- c. Roofs shall be durable materials.

3. Commercial Design Standards

- a. Architectural treatments (e.g., building materials, colors, facade design, roof lines, screening) shall be consistent and compatible on all sides.
- b. Architectural design should create harmony through the use of different textures and materials, complementary colors, shadow lines and contrasting shapes.
- c. Use of masonry materials (real or cultured thin or full depth brick and stone, stucco, decorative concrete cast panels) shall be the primary material used on the front elevation and is encouraged for use as the primary material on other elevations. The use of metal panels, wood, or materials with wood appearance may be used as accent and to create visual interest in the elevation. Metal panel materials shall be reviewed on a case by case basis during the Final Development Plan application.
- d. Roofs shall be durable materials and should have proportions and shapes that emphasize the building architecture.

4. Industrial Design Standards

- a. Where long walls are proposed, building mass should be articulated with variations in the building plane and parapet height.
- b. Main entrances shall include an architectural treatment to emphasize the entrance.
- c. The use of metal panels may be used as accent and to create visual interest in an elevation that faces a public street. Metal panels may be used on the rear of the building that does not face a street. Metal panel materials shall be reviewed on a case by case basis during the Final Development Plan application.

5. General Mixed-use Building Design Standards

- a. Generally façades should face the street to establish streets/sidewalks as active pedestrian space by placing buildings close to the street in such a manner that creates an “outdoor room”.
- b. Generally buildings should have setbacks of 0’-15’.
- c. Generally primary building entrances shall be directly accessible from the sidewalk. Primary entrances located from an adjacent parking will be reviewed on a case by case basis.



- d. Building frontages on Mixed-Use Streets shall encompass no less than 50% of total block length of a main street and no less than 20% of a secondary side street.
- e. The Planning and Development Director may approve deviations from building frontage requirements when unique design considerations must be made, including providing transitions to adjacent development.
- f. Entrances shall be given a visually distinct architectural feature using one of the following elements:
 - i. Higher bay(s).
 - ii. Canopy.
 - iii. Recessed façade.
 - iv. Protruding façade.
 - v. Material/color highlighting.
 - vi. Decorative/artistic elements, including doors, lighting, etc.

- vii. An element not listed, as approved by the Planning and Development Director, which meets the intent of these Standards & Guidelines.
- g. To avoid monotony and accentuate their pedestrian scale, buildings shall
 - i. Include a visually distinct base, middle and top.
 - ii. Include Ground-floor, street-facing façades of buildings shall incorporate ground level details
- h. To create a visual connection between the inside and outside of retail buildings ground level, street facing facades shall have transparent windows that equal 40% of the ground level façade area.
- i. Walls, or portions of walls, where windows are not included and are visible from streets, shall contain architectural features using two or more different materials.
- j. Generally buildings shall have a range of different forms and designs. Up to three buildings with identical elevations may be allowed on a case by case bases provided they are within the same development area.
- k. All rooftop equipment shall be screened from the ground level.

Typical Single Family Residential Detached TFSR



Mid Density Single Family Residential Detached MDSFR



Low Density Single Family Residential Detached ESFR



Entry Level Single Family Residential Detached ELSFR



Active Adult Single Family Residential Detached AASFR



Urban Village Single Family Residential Detached UVSFR



Cottage/Bungalow SF Residential Detached UVCSFR



Townhome Residential THFG & THAL



Garden Apartment MF GAMF



Loft Apartment MF LAMF



Active Adult Mixed-use Residential



Mixed-use Residential



Mixed-use Commercial



Mixed –use Office



Main Street Retail



Neighborhood Retail



Office/Tech/Retail Mixed-use



Tech/Light Industrial/Retail Mixed-use



Hotel



Civic



22-54R&MP: Rezoning and Master Plan for 1075 acres generally located at N Church Road bound by I-35, 104th Street, and portions extending to 116th Street, including 385 acres to be annexed into the City of Liberty, to PD-Flex for Montage

Ms. Sharp presented the case as described in the staff report.

Chairman Rosekrans asked the commissioners if they had any questions.

Commissioner Holt asked about MoDOT approval for the flyover and when will that be triggered.

Ms. Sharp the applicant is working with MODOT and the Development Agreement shows the phases of improvements for the entire development.

Commissioner Holt asked if a traffic study for the project also looked at the intersection of Lightburne and 69 Hwy.

Mr. Findlay stated that the traffic study looked at the site as well as the surrounding sites. It took future growth modeled into the analysis. There were a number of recommended improvements brought into the traffic study and will be implemented in the plans as the project develops.

Chairman Rosekrans asked the applicant if they wish to speak.

David Gale, 400 SW Longview, Lee's Summit, the applicant stated he has also brought his team and they were all available to answer questions. The team included; Tom Hart; Mike Walstadt, Transystems; Dave Rinne & Dan Foster of Schalgel. The developers are working with MODOT about new intersection at I-35 and the Flyover. The flyover began as a pedestrian trail and evolved into a vehicle traffic flyover and MODOT has given support. The flyover will give a connection to the historic downtown. He pointed out the roundabouts in the development. He said the project is many years coming.

Commissioner Dilts asked about the Guiding Principles in the Design Guideline document. She asked about #2 in regards to design for nature and sustainability.

Mr. Gale stated that Winterset has won more environmental awards than any project in the four-state area. He sits on the chair of Deep Roots, a local environmental group. Have applied for 2.2 miles of area adjacent to I-35 to become a monarch butterfly migration station.

Commissioner Dilts asked if any LEED buildings are planned.

Mr. Gale said the LEED process is evolving, but Montage is looking for environmental in a different way.

Commissioner Dilts, referencing the Guiding Principles, asked how they plan to bring in diversity.

Mr. Gale stated that inclusion is very important, and saying so helps all feel welcome.

Commissioner Dilts said if inclusion is important, then she would recommend they change the language from “Churches” to “Houses of Worship” on page 3, to be more inclusionary.

Commissioner Personett asked how many residents did they foresee in this development.

Mr. Gale said they estimated 10,000 residents at full build out.

Commissioner Personett asked if there is a guideline that is given that lets you know how much land to set aside for things such as the school, fire station, places of worship, etc.

Mr. Gale said that they attempted to use the best numbers to see how much land would need to be set aside. They consulted with groups on housing studies, commercial area needs, and land for the school district. They spoke with the school district to see what their needs are.

Commissioner Personett said that in KC we do not have the big National builders. He asked how do you anticipate having enough builders for this many acres.

Mr. Gale said this project is on the edge of KC and so it makes it easier to connect to the infrastructure. Expecting quality regional and local builders.

Chairman Rosekrans opened the public hearing. He asked if there was anyone in the audience that would like to speak for or against the case.

Michelle Montgomery, 10115 Hedges, KC, MO stated that she and the neighbors back up to the Westhill village in Kansas City and that they have signed a petition to keep the tree line behind their homes. She also asked about the specific timelines for road improvements on Church Road and when the subdivision that abuts hers would be developed.

William Lee, 10200 N Hedges, KC MO noticed five lift stations and concerned about the one close to the Amber Meadows. Would like more of an explanation about the lift station. Would the trails be open for LNHS track club.

Chairman Rosekrans closed public hearing and asked staff to address the questions.

Mr. Findlay answered the question about the N Church improvements, stating that it will be improved to city standards.

Dave Rinne, engineer for the applicant, stated that there will no longer be a pump station or force main those locations, they will be metering stations.

Mr. Gale said that the tree line was full of invasive trees such as Honeysuckle and callery pear trees are being removed. When the leaves fall off the trees and then they will be able to have a better idea of how many trees can remain.

Ms. Sharp said there is a preliminary plat for Westhill being reviewed by staff for the November meetings and then there would need to be additional engineering for a

final plat and public improvement plans. Shae said the trails will be open to the general public.

Chairman Rosekrans asked the commissioners if they had any other questions, seeing none he asked for a motion.

Action: Commissioner Holt moved to approve the case as presented in the staff report. Commissioner Summers seconded the motion.

Vote: Motion passed 8-0-0

Yes: Dilts, Holt, Howard, Reinier, Personett, Rosekrans, Summers, and Waterman

No: None

Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, October 24, 2022.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING 1,075 ACRES GENERALLY LOCATED AT N CHURCH ROAD BOUND BY I-35, 104TH STREET, AND PORTIONS EXTENDING TO 116TH STREET, INCLUDING 378 ACRES TO BE ANNEXED INTO THE CITY OF LIBERTY TO PD FLEX

BE IT ORDAINED by the City Council of the City of Liberty, Missouri as follows:

SECTION I

WHEREAS, the City Council finds that the rezone described duly conforms to the standards and requirements of the Unified Development Ordinance of the City of Liberty, Missouri, the official zoning map shall be and the same is hereby amended, rezoning a portion of Montage in the City of Liberty, Clay County, Missouri, the legal description of which is as follows:

EXHIBIT A (attached)

SECTION II

The City Council finds and declares that, prior to any action on the amendment herein described, all requirements pertaining to notices and hearings have been fulfilled.

SECTION III

Any and all development within the above-described lot shall comply with all applicable standards and requirements as set forth in the City Code of the City of Liberty, Missouri

SECTION IV

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED by the City Council this _____ day of _____, 2022.

MAYOR

ORDINANCE NO. _____ (CONT.)

ATTEST:

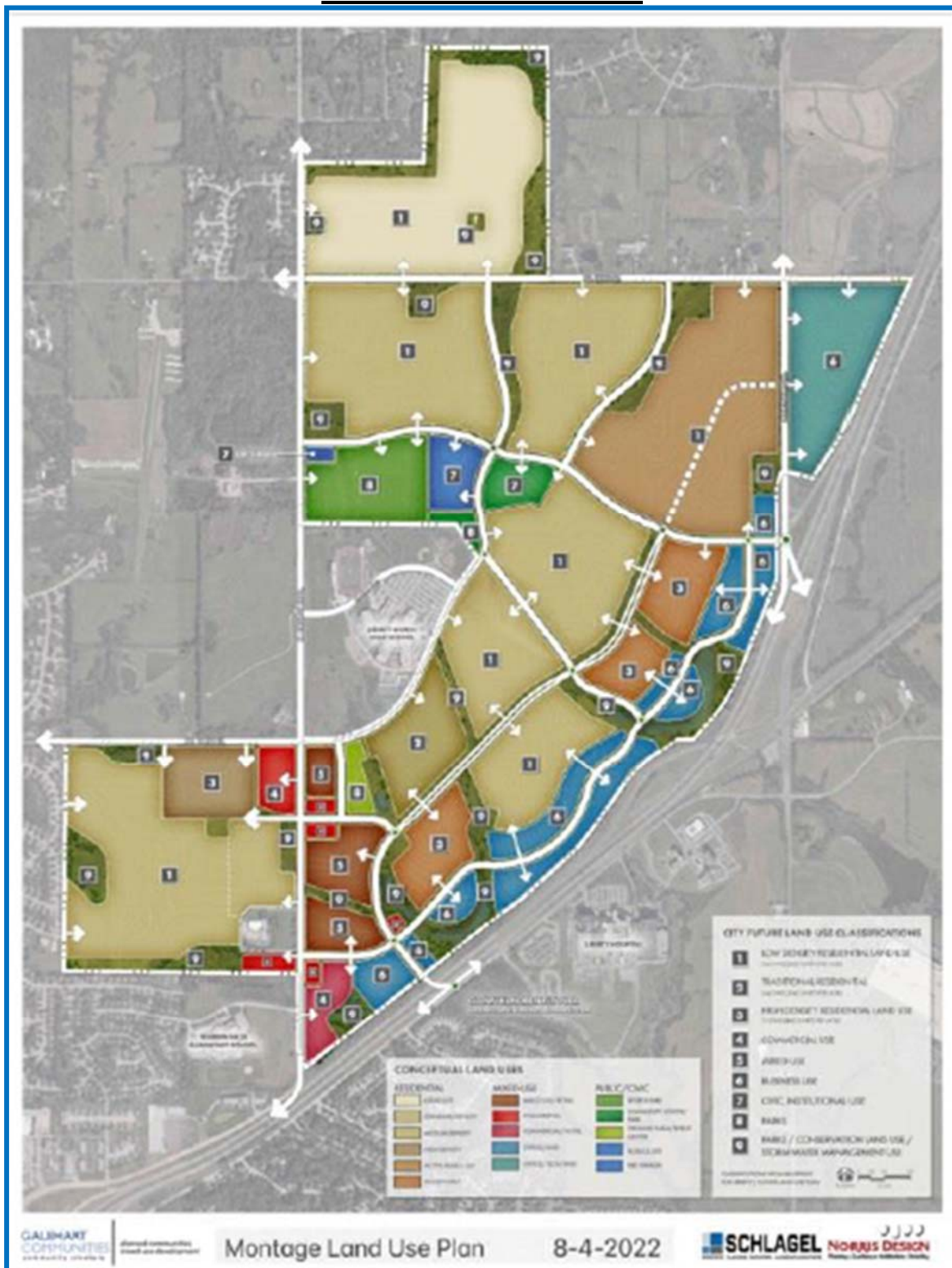
DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2022.

MAYOR

EXHIBIT A

LEGAL DESCRIPTION OF MONTAGE TIF PLAN –
REDEVELOPMENT AREA



TRACT 1:

All that part of the West one half of Section 29, Township 52, Range 31, lying Northwesterly of Interstate Highway I-35, in Clay County, Missouri, being more particularly described as follows: Beginning at the Northwest corner of Section 29, Township 52, Range 31; thence along the North line of Northwest One-Quarter of said Section 29, North 89 degrees 38 minutes 57 seconds East a distance of 1394.06 feet to a point on the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following five courses, South 25 degrees 46 minutes 30 seconds West a distance of 467.32 feet; thence South 21 degrees 51 minutes 12 seconds West a distance of 1551.31 feet; thence South 34 degrees 07 minutes 17 seconds West a distance of 504.18 feet; thence North 77 degrees 16 minutes 44 seconds West a distance of 292.98 feet; thence South 89 degrees 44 minutes 46 seconds West a distance of 35.00 feet to a point on the West line of the said Northwest One-Quarter of Section 29; thence along said West line, North 00 degrees 15 minutes 14 seconds West a distance of 2205.17 feet to the Point of Beginning and containing 46.16 acres more or less, Except that part taken or used for road right of way.

TRACT 2:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Beginning at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet; North 89 degrees 31 minutes 17 seconds West a distance of 646.25 feet; thence North 00 degrees 29 minutes 28 seconds East a distance of 696.39 feet to a point on the North line of the said Northeast One-Quarter; thence along the said North line South 89 degrees 30 minutes 58 seconds East a distance of 644.36 feet to the Point of Beginning and containing 10.31 acres more or less, Except that part taken or used for road right of way.

TRACT 3:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Beginning at the Southeast corner of the Northeast One-Quarter of said Section 36; thence along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 698.90 feet; thence North 00 degrees 20 minutes 34 seconds East a distance of 216.72 feet; thence South 89 degrees 30 minutes 13 seconds East a distance of 698.87 feet to a point on the East line of the said Northeast One-Quarter; thence along said East line South 00 degrees 20 minutes 07 seconds West a distance of 216.95 feet to the Point of Beginning and containing 3.47 acres more or less, Except that part taken or used for road right of way.

TRACT 4:

Part of the North one-half of Section 31 and part of the South one-half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of Section 31 and the Southwest corner of Section 30; thence along the West line of said Section 31, South 00 degrees 20 minutes 07 seconds West a distance of 66.49 feet to a point on the Westerly extension of the South right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty, said point being the Point of Beginning; thence along the said South right of way line of Northeast 104th Street and the Westerly extension thereof for the following three courses, South 89 degrees 49 minutes 07 seconds East a distance of 245.79 to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1265.00 feet, a central angle of 65 degrees 43 minutes 47 seconds and an arc length of 1451.21 feet; thence North 24 degrees 27 minutes 06 seconds East a distance of 443.25 feet; thence South 19 degrees 56 minutes 29 seconds East a distance of 1262.62 feet; thence North 44 degrees 52 minutes 58 seconds East a distance of 696.64 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 16 degrees 23 minutes 51 seconds and an arc length of 429.29 feet; thence North 61 degrees 16 minutes 50 seconds East a distance of 305.30 feet; thence South 28 degrees 43 minutes 10 seconds East a distance of 77.58 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 38 degrees 31 minutes 41 seconds and an arc length of 201.73 feet; thence South 67 degrees 14 minutes 52 seconds East a distance of 429.20 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 26 degrees 41 minutes 15 seconds and an arc length of 139.74 feet; thence South 40 degrees 33 minutes 37 seconds East a distance of 163.36 feet to a point of curvature; thence Southwesterly on a curve to the left having an initial tangent bearing of South 49 degrees 26 minutes 23 seconds West, a radius of 500.00 feet, a central angle of 26 degrees 36 minutes 51 seconds and an arc length of 232.25 feet; thence South 22 degrees 49 minutes 32 seconds West a distance of 27.00 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 500.00 feet, a central angle of 38 degrees 34 minutes 11 seconds and an arc length of 336.59 feet to a point of reverse curvature; thence Southwesterly on a curve to the left having an initial tangent bearing of South 61 degrees 08 minutes 40 seconds West, a radius of 550.00 feet, a central angle of 46 degrees 28 minutes 03 seconds and an arc length of 446.06 feet; thence South 75 degrees 19 minutes 22 seconds East a distance of 370.59 feet to a point on the Northerly right of way line of Interstate Highway No. 35 as now established; thence along said Northerly right of way line the following eight courses, South 35 degrees 20 minutes 02 seconds West a distance of 86.08 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 31 degrees 00 minutes 00 seconds West, a radius of 2724.79 feet, a central angle of 20 degrees 44 minutes 00 seconds and an arc length of 986.01 feet; thence South 47 degrees 18 minutes 20 seconds West a distance of 388.58 feet; thence South 51 degrees 44 minutes 00 seconds West a distance of 500.00 feet; thence South 65 degrees 46 minutes 10 seconds West a distance of 103.08 feet; thence South 51 degrees 44 minutes 00 seconds West a distance of 600.00 feet; thence South 37 degrees 41 minutes 50 seconds West a distance of 103.08 feet; thence South 51 degrees 43 minutes 32 seconds West a distance of 3.97 feet; thence departing said Northerly right of way line, North 37 degrees 58 minutes 12 seconds West a distance of 574.44 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent

bearing of South 45 degrees 47 minutes 50 seconds West, a radius of 1000.00 feet, a central angle of 06 degrees 13 minutes 58 seconds and an arc length of 108.78 feet; thence South 52 degrees 01 minutes 48 seconds West a distance of 175.57 feet; thence North 38 degrees 23 minutes 06 seconds West a distance of 77.65 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course having a radius of 700.00 feet, a central angle of 32 degrees 47 minutes 39 seconds and an arc length of 400.66 feet; thence North 05 degrees 35 minutes 27 seconds West a distance of 205.64 feet to a point of curvature; thence Northerly and Northeasterly on a curve to the right being tangent to the previous course having a radius of 700.00 feet, a central angle of 50 degrees 28 minutes 25 seconds and an arc length of 616.65 feet; thence North 44 degrees 52 minutes 58 seconds East a distance of 50.00 feet; thence North 45 degrees 07 minutes 02 seconds West a distance of 106.57 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 44 degrees 31 minutes 16 seconds and an arc length of 233.11 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 333.88 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 232.00 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 463.70 feet to a point on the West line of said Section 31; thence along said West line North 00 degrees 20 minutes 07 seconds East a distance of 584.44 feet to the Point of Beginning and containing 160.72 acres more or less, Except that part taken or used for road right of way.

TRACT 5:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Southeast corner of the Northeast One-Quarter of said Section 36; thence along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 698.90 feet to the Point of Beginning; thence continuing along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 1947.35 feet to the Southwest corner of the said Northeast One-Quarter; thence along the West line of the said Northeast One-Quarter, North 00 degrees 29 minutes 48 seconds East a distance of 2637.10 feet to the Northwest corner of the said Northeast One-Quarter; thence along the North line of said Northeast One-Quarter, South 89 degrees 30 minutes 58 seconds East a distance of 982.23 feet; thence South 00 degrees 28 minutes 43 seconds West a distance of 196.87 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 08 degrees 39 minutes 18 seconds and an arc length of 45.32 feet; thence South 09 degrees 08 minutes 01 seconds West a distance of 110.42 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course having a radius of 300.00 feet, a central angle of 105 degrees 45 minutes 43 seconds and an arc length of 553.77 feet; thence North 83 degrees 22 minutes 18 seconds East a distance of 204.18 feet to a point of curvature; thence Easterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 07 degrees 06 minutes 26 seconds and an arc length of 37.21 feet; thence South 89 degrees 31 minutes 17 seconds East a distance of 8.75 feet; thence South 00 degrees 14 minutes 44 seconds West a distance of 1331.42 feet; thence South 89 degrees 30 minutes 51 seconds East a distance of 395.2 feet; thence South 00 degrees 20 minutes 34 seconds West a distance of 640.37 feet to the Point of Beginning and containing 90.86 acres more or less, Except that part taken or used for road right of way.

TRACT 6:

Part of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the West One-Quarter corner of said Section 30; thence along the West line of the Northwest One-Quarter of said Section 30, North 00 degrees 20 minutes 45 seconds East a distance of 789.22 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 574.66 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 14 degrees 10 minutes 11 seconds and an arc length of 173.12 feet; thence North 76 degrees 11 minutes 30 seconds East a distance of 316.36 feet to a point of curvature; thence Northeasterly and Southeasterly on a curve to the right being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 40 degrees 44 minutes 29 seconds and an arc length of 1066.61 feet; thence South 63 degrees 04 minutes 01 seconds East a distance of 137.59 feet; thence North 26 degrees 55 minutes 59 seconds East a distance of 162.05 feet to a point of curvature; thence Northerly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 39 degrees 37 minutes 48 seconds and an arc length of 484.17 feet; thence North 12 degrees 41 minutes 48 seconds West a distance of 395.11 feet; thence North 77 degrees 18 minutes 12 seconds East a distance of 630.58 feet; thence South 66 degrees 02 minutes 22 seconds East a distance of 984.89 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 51 degrees 03 minutes 18 seconds West, a radius of 1200.00 feet, a central angle of 01 degrees 04 minutes 43 seconds and an arc length of 22.59 feet; thence South 52 degrees 08 minutes 01 seconds West a distance of 254.09 feet; thence South 61 degrees 33 minutes 56 seconds East a distance of 1387.38 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 774.80 feet to a point on the East line of the Northeast One-Quarter of said Section 30; thence along said east line, South 00 degrees 15 minutes 14 seconds East a distance of 198.63 feet to a point on the Northerly right of way line of Interstate highway No. 35 as now established; thence along said Northerly right of way line the following four courses, South 89 degrees 56 minutes 22 seconds West a distance of 35.00 feet; thence South 14 degrees 54 minutes 13 seconds West a distance of 155.26 feet; thence South 00 degrees 03 minutes 38 seconds East a distance of 422.68 feet; thence South 01 degrees 06 minutes 43 seconds East a distance of 204.28 feet; thence departing said Northerly right of way line, North 89 degrees 38 minutes 18 seconds West a distance of 871.73 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 23 degrees 36 minutes 09 seconds and an arc length of 411.94 feet; thence North 66 degrees 02 minutes 09 seconds West a distance of 73.74 feet; thence South 23 degrees 09 minutes 52 seconds West distance of 780.32 feet; thence North 66 degrees 50 minutes 08 seconds West a distance of 1437.26 feet; thence North 26 degrees 55 minutes 59 seconds East a distance of 480.59 feet; thence North 63 degrees 04 minutes 01 seconds West a distance of 112.64 feet; thence South 78 degrees 55 minutes 49 seconds West a distance of 595.04 feet to a point of curvature; thence Southeasterly on a curve to the left having an initial tangent bearing of South 15 degrees 43 minutes 32 seconds East, a radius of 700.00 feet, a central angle of 12 degrees 15 minutes 10 seconds and an arc length of 149.70 feet to a point of reverse curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 27 degrees 58 minutes 43 seconds East, a radius of 400.00 feet, a central angle of 65 degrees 16 minutes 17 seconds and an arc length of 455.68 feet to a point on the North line of LIBERTY

SECOND HIGH SCHOOL, a subdivision in the City of Liberty; thence along said North line the following two courses, North 33 degrees 33 minutes 21 seconds West a distance of 487.26 feet; thence North 89 degrees 56 minutes 33 seconds West a distance of 1804.18 feet to a point on the West line of the Southwest One-Quarter of said Section 30; thence along said West line, North 00 degrees 22 minutes 39 seconds East a distance of 198.02 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One- Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One- Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 64.94 acres, more or less.

TRACT 7:

Part of the West one half of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the West One-Quarter corner of said Section 31; thence along the West line of the Northwest One Quarter of said Section 31, North 00 degrees 20 minutes 07 seconds East a distance of 216.95 feet; thence South 89 degrees 37 minutes 49 seconds East a distance of 606.80 feet to a point of curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of South 89 degrees 38 minutes 18 seconds East, a radius of 700.00 feet, a central angle of 38 degrees 19 minutes 54 seconds and an arc length of 468.31 feet; thence North 52 degrees 01 minutes 48 seconds East a distance of 214.02 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 06 degrees 13 minutes 58 seconds and an arc length of 108.78 feet; thence South 37 degrees 58 minutes 12 seconds East a distance of 574.44 feet to a point on the Northerly right of way line of Interstate Highway No. 35 as now established; thence along said Northerly right of way line the following five courses, South 51 degrees 42 minutes 11 seconds West a distance of 1918.75 feet; thence North 38 degrees 17 minutes 49 seconds West a distance of 88.00 feet; thence North 20 degrees 56 minutes 51 seconds West a distance of 143.53 feet; thence North 04 degrees 36 minutes 29 seconds West a distance of 36.06 feet; thence South 89 degrees 46 minutes 33 seconds West a distance of 40.42 feet to a point on the West line of the Southwest One-Quarter of said Section 31, thence along said West line, North 00 degrees 31 minutes 53 seconds East a distance of 838.80

feet to the Point of Beginning and containing 30.85 acres more or less, Except that part taken or used for road right of way.

TRACT 8:

Part of the Northwest One Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of said Section 31; thence along the West line of said Northwest One Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 584.44 feet to the Point of Beginning; thence South 89 degrees 38 minutes 18 seconds East a distance of 463.70 feet; thence South 00 degrees 21 minutes 42 seconds West a distance of 463.50 feet; thence North 89 degrees 39 minutes 53 seconds West a distance of 463.49 feet to a point on the said West line of said Northwest One Quarter; thence along said West line, North 00 degrees 20 minutes 07 seconds East a distance of 463.71 feet to the Point of Beginning and containing 4.93 acres more or less, Except that part taken or used for road right of way.

TRACT 9:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet; North 89 degrees 31 minutes 17 seconds West a distance of 646.25 feet to the Point of Beginning; thence continuing North 89 degrees 31 minutes 17 seconds West a distance of 449.82 feet; thence North 00 degrees 14 minutes 44 seconds East a distance of 30.00 feet; thence North 89 degrees 31 minutes 17 seconds west a distance of 8.75 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 07 degrees 06 minutes 26 seconds and an arc length of 37.21 feet; thence South 83 degrees 22 minutes 18 seconds West a distance of 204.18 feet to a point of curvature; thence Westerly and Northerly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 105 degrees 45 minutes 43 seconds and an arc length of 553.77 feet; thence North 09 degrees 08 minutes 01 seconds East a distance of 110.42 feet to a point of curvature; thence Northerly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 08 degrees 39 minutes 18 seconds and an arc length of 45.32 feet; thence North 00 degrees 28 minutes 43 seconds East a distance of 196.87 feet to a point on the North line of the said Northeast One-Quarter; thence along the said North line South 89 degrees 30 minutes 58 seconds East a distance of 1012.24 feet to the Point of Beginning and containing 15.85 acres more or less, Except that part taken or used for road right of way.

TRACT 10:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 31 and the Southwest corner of the Southeast One-Quarter of said Section 30; thence along the North line of said Northeast One-Quarter of Section 31 and the South line of said Southeast One-Quarter of Section 30, South 89 degrees 20 minutes 03 seconds East a distance of 1174.36 feet to the Point of Beginning; thence North 40 degrees 33 minutes 37 seconds West a distance of 477.61 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet a central angle of 26 degrees 41 minutes 15 seconds and an arc length of 139.74 feet; thence North 67 degrees 14 minutes 52 seconds West a distance of 429.20 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet a central angle of 38 degrees 31 minutes 41 seconds and an arc length of 201.73 feet; thence North 28 degrees 43 minutes 10 seconds West a distance of 77.58 feet; thence North 61 degrees 16 minutes 50 seconds East a distance of 303.10 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 06 minutes 57 seconds and an arc length of 465.67 feet; thence North 23 degrees 09 minutes 52 seconds East a distance of 234.90 feet; thence South 45 degrees 53 minutes 02 seconds East a distance of 289.69 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 1300.00 feet, a central angle of 25 degrees 41 minutes 20 seconds and an arc length of 582.87 feet to a point of curvature; thence Northeasterly on a curve to the right having an initial tangent bearing of North 36 degrees 25 minutes 16 seconds East, a radius of 300.00 feet, a central angle of 34 degrees 04 minutes 52 seconds and an arc length of 178.45 feet; thence North 70 degrees 30 minutes 08 seconds East a distance of 115.28 feet; thence South 66 degrees 50 minutes 08 seconds East a distance of 447.52 feet to a point of the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following five courses, South 22 degrees 34 minutes 51 seconds West a distance of 218.45 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 3659.72 feet, a central angle of 04 degrees 27 minutes 28 seconds and an arc length of 284.73 feet; thence South 36 degrees 43 minutes 17 seconds West a distance of 601.18 feet; thence South 75 degrees 32 minutes 11 seconds West a distance of 188.16 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 1074.93 feet, a central angle of 11 degrees 41 minutes 53 seconds and an arc length of 219.47 feet; thence North 40 degrees 33 minutes 37 seconds West a distance of 116.48 feet to the Point of Beginning and containing 36.48 acres more or less, Except that part taken or used for road right of way.

TRACT 11:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of Section 31 and the Southwest corner of Section 30; thence along the North line of said Section 31 and the South line of said Section 30, South 89 degrees 49 minutes 07 seconds East a distance of 1977.67 feet to the Point of Beginning; thence North 19 degrees 56 minutes 29 seconds West a distance of 1153.00 feet to a point on the Easterly right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty; thence along said Easterly right of way line the following two

courses, North 24 degrees 27 minutes 06 seconds East a distance of 367.04 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 2560.00 feet, a central angle of 07 degrees 29 minutes 47 seconds and an arc length of 334.94 feet; thence South 57 degrees 25 minutes 29 seconds East a distance of 1235.20 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 28 degrees 42 minutes 19 seconds and an arc length of 150.30 feet; thence South 28 degrees 43 minutes 10 seconds East a distance of 165.37 feet; thence South 61 degrees 16 minutes 50 seconds West a distance of 305.30 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 16 degrees 23 minutes 51 seconds and an arc length of 429.29 feet; thence South 44 degrees 52 minutes 58 seconds West a distance of 696.64 feet; thence North 19 degrees 56 minutes 29 seconds West a distance of 109.62 feet to the Point of Beginning and containing 31.90 acres more or less, Except that part taken or used for road right of way.

TRACT 12:

Part of the Southeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the said Southeast One-Quarter of Section 30; thence along the North line of the said Southeast One Quarter, North 89 degrees 37 minutes 38 seconds West a distance of 76.56 feet to a point on the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following two courses, South 00 degrees 03 minutes 38 seconds East a distance of 139.05 feet; thence South 01 degrees 06 minutes 43 seconds East a distance of 204.28 feet to the Point of Beginning; thence continuing along said Westerly right of way line the following two courses, South 01 degrees 06 minutes 43 seconds East a distance of 426.12 feet; thence South 22 degrees 34 minutes 51 seconds West a distance of 953.20 feet; thence departing said right of way line, North 66 degrees 50 minutes 08 seconds West a distance of 447.52 feet; thence North 70 degrees 30 minutes 08 seconds East a distance of 116.11 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 47 degrees 20 minutes 16 seconds and an arc length of 247.86 feet thence North 23 degrees 09 minutes 52 seconds East a distance of 244.84 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 22 degrees 48 minutes 10 seconds and an arc length of 119.40 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 587.65 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 359.86 feet to the Point of Beginning and containing 9.60 acres more or less, Except that part taken or used for road right of way.

TRACT 13:

Part of the Northwest One-Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Southwest corner of the said Northwest One-Quarter of Section 31; thence along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds

East a distance of 1000.40 feet to the Point of Beginning; thence continuing along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 549.99 feet; thence South 89 degrees 39 minutes 53 seconds East a distance of 463.49 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 231.50 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 333.88 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, central angle of 44 degrees 31 minutes 16 seconds and an arc length of 233.11 feet; thence South 45 degrees 07 minutes 02 seconds East a distance of 106.57 feet; thence South 44 degrees 52 minutes 58 seconds West a distance of 50.00 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 50 degrees 28 minutes 25 seconds and an arc length of 616.65 feet; thence South 05 degrees 35 minutes 27 seconds East a distance of 205.64 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 07 degrees 45 minutes 47 seconds and an arc length of 94.84 feet to a point of curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of South 88 degrees 49 minutes 26 seconds West, a radius of 500.00 feet, a central angle of 20 degrees 48 minutes 07 seconds and an arc length of 181.53 feet; thence North 70 degrees 22 minutes 27 seconds West a distance of 752.53 feet to the Point of Beginning and containing 17.15 acres more or less, Except that part taken or used for road right of way.

TRACT 14:

Part of the Northeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the said Northeast One-Quarter of Section 30; thence along the East line of the said Northeast One-Quarter, South 00 degrees 15 minutes 14 seconds East a distance of 894.20 feet to the Point of Beginning; thence continuing South 00 degrees 15 minutes 14 seconds East a distance of 1112.34 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 774.80 feet; thence North 61 degrees 33 minutes 56 seconds West a distance of 1387.38 feet; thence North 52 degrees 08 minutes 01 seconds East a distance of 254.09 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1200.00 feet, a central angle of 19 degrees 30 minutes 44 seconds and an arc length of 408.66 feet; South 89 degrees 38 minutes 18 seconds East a 1515.19 feet to the Point of Beginning.
EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence

East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One- Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One- Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 31.87 acres, more or less.

TRACT 15:

Part of the Northwest One-Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Southwest corner of the said Northwest One-Quarter of Section 31; thence along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 216.95 feet to the Point of Beginning; thence continuing along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 783.45 feet; thence South 70 degrees 22 minutes 27 seconds East a distance of 752.53 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 500.00 feet, a central angle of 20 degrees 48 minutes 07 seconds and an arc length of 181.53 feet to a point of curvature; thence Southeasterly on a curve to the left having an initial tangent bearing of South 13 degrees 21 minutes 14 seconds East, a radius of 700.00 feet, a central angle of 25 degrees 01 minutes 52 seconds and an arc length of 305.81 feet; thence South 38 degrees 23 minutes 06 seconds East a distance of 77.65 feet; thence South 52 degrees 01 minutes 48 seconds West a distance of 38.45 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 19 minutes 54 seconds and an arc length of 468.31 feet; thence North 89 degrees 37 minutes 49 seconds West a distance of 606.80 feet to the Point of Beginning and containing 13.56 acres more or less, Except that part taken or used for road right of way.

TRACT 16:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 31 and the Southwest corner of the Southeast One-Quarter of said Section 30; thence along the North line of said Northeast One-Quarter of Section 31 and the South line of said Southeast One-Quarter of Section 30, South 89 degrees 20 minutes 03 seconds East a distance of 1174.36 feet to the Point of Beginning; thence South 40 degrees 33 minutes 37 seconds East a distance of 116.48 feet to a point of the Westerly right of way line of Interstate Highway No. 35 as now established, said point being a point of curvature; thence along said Westerly right of way line the following two courses, Southwesterly on a curve to the left having an initial tangent bearing of South 63 degrees 50 minutes 18 seconds West, a radius of 1074.93 feet, a central angle of 32 degrees 46 minutes 06 seconds and an arc length of 614.77 feet; thence South 35 degrees 10 minutes 56 seconds West a distance of 189.34 feet; thence departing said right of way line, North 75 degrees 19 minutes 22 seconds West a distance of 370.59 feet to a point of curvature; thence Northeasterly on a curve to

the right having an initial tangent bearing of North 14 degrees 40 minutes 38 seconds East, a radius of 550.00 feet, a central angle of 46 degrees 28 minutes 03 seconds and an arc length of 446.06 feet to a point of reverse curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of North 61 degrees 23 minutes 43 seconds East, a radius of 500.00 feet, a central angle of 38 degrees 34 minutes 11 seconds and an arc length of 336.59 feet; thence North 22 degrees 49 minutes 32 seconds East a distance of 27.00 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 500.00 feet, a central angle of 26 degrees 36 minutes 51 seconds and an arc length of 232.25 feet; thence South 40 degrees 33 minutes 37 seconds East distance of 314.25 feet to the Point of Beginning and containing 7.32 acres more or less, Except that part taken or used for road right of way.

TRACT 17:

Part of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the Northwest corner of the Southwest One-Quarter of said Section 30; thence along the North line of the said Southwest One-Quarter, South 89 degrees 45 minutes 47 seconds East a distance of 2195.33 feet to the Point of Beginning; thence North 78 degrees 55 minutes 49 seconds East a distance of 448.63 feet; thence South 63 degrees 04 minutes 01 seconds East a distance of 112.64 feet; thence South 26 degrees 55 minutes 59 seconds West a distance of 480.59 feet; thence South 66 degrees 50 minutes 08 seconds East a distance of 1437.26 feet; thence North 23 degrees 09 minutes 52 seconds East a distance of 780.32 feet; thence South 66 degrees 02 minutes 09 seconds East a distance of 73.74 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 23 degrees 36 minutes 09 seconds and an arc length of 411.94 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 511.87 feet; thence South 00 degrees 21 minutes 42 seconds West a distance of 587.65 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 22 degrees 48 minutes 10 seconds and an arc length of 119.40 feet; thence South 23 degrees 09 minutes 52 seconds West a distance of 244.84 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 47 degrees 20 minutes 16 seconds and an arc length of 247.86 feet; thence South 70 degrees 30 minutes 08 seconds West a distance of 231.39 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 34 degrees 04 minutes 52 seconds and an arc length of 178.45 feet to a point of curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of North 71 degrees 34 minutes 22 seconds West, a radius of 1300.00 feet, a central angle of 25 degrees 41 minutes 20 seconds and an arc length of 582.87 feet; thence North 45 degrees 53 minutes 02 seconds West a distance of 289.69 feet; thence South 23 degrees 09 minutes 52 seconds West a distance of 234.90 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 06 minutes 57 seconds and an arc length of 465.67 feet; thence South 61 degrees 16 minutes 50 seconds West a distance of 303.10 feet; thence North 28 degrees 43 minutes 10 seconds West a distance of 165.37 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 28 degrees 42 minutes 19 seconds and an arc length of 150.30 feet; thence North 57 degrees 25 minutes 29 seconds West a distance of

1235.20 feet to a point on the Easterly right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty, said point being a point of curvature; thence along said Easterly right of way line, Northeasterly on a curve to the right having an initial tangent bearing of North 31 degrees 56 minutes 53 seconds East, a radius of 2560.00 feet, a central angle of 08 degrees 06 minutes 10 seconds and an arc length of 362.04 feet; thence along the North line of said LIBERTY SECOND HIGH SCHOOL, North 33 degrees 33 minutes 21 seconds West a distance of 31.81 feet to a point of curvature; thence Northerly and Northwesterly on a curve to the left having an initial tangent bearing of North 37 degrees 17 minutes 34 seconds East, a radius of 400.00 feet, a central angle of 65 degrees 16 minutes 17 seconds and an arc length of 455.68 feet to a point of reverse curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of North 27 degrees 58 minutes 43 seconds West, a radius of 700.00 feet, a central angle of 12 degrees 15 minutes 10 seconds and an arc length of 149.70 feet; thence North 78 degrees 55 minutes 49 seconds East a distance of 146.41 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One- Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One- Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 70.09 acres, more or less.

TRACT 18:

Part of the Northeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the Northeast corner of the said Northeast One-Quarter of Section 30; thence along the East line of the said Northeast One-Quarter, South 00 degrees 15 minutes 14 seconds East a distance of 894.20 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 1515.19 feet to a point of curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of North 32 degrees 37 minutes 17 seconds East, a radius of 1200.00 feet, a central angle of 32 degrees 16 minutes 07 seconds and an arc length of 675.83 feet; thence North 00 degrees 21 minutes 10 seconds East a distance of 252.58 feet to a point on the North line of the said

Northeast One-Quarter of Section 30; thence along said North line, South 89 degrees 40 minutes 33 seconds East a distance of 1320.39 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One-Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One-Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 27.08 acres, more or less.

TRACT 19:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet to the Point of Beginning; thence continuing along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 1181.08 feet; thence North 89 degrees 31 minutes 46 seconds West a distance of 578.48 feet; thence South 45 degrees 24 minutes 50 seconds West a distance of 169.94 feet; thence North 89 degrees 30 minutes 51 seconds West a distance of 395.22 feet; thence North 00 degrees 14 minutes 44 seconds East a distance of 1301.42 feet; thence South 89 degrees 31 minutes 17 seconds East a distance of 1096.07 feet to the Point of Beginning and containing 30.95 acres more or less, Except that part taken or used for road right of way.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: November 14, 2022

A/R No.: 2022-256

Department: Planning & Development

Submitted By:

Subject: ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING 20.77 ACRES AT THE NW CORNER OF RUTH EWING ROAD AND BIRMINGHAM ROAD FROM R-1A, "SUBURBAN RESIDENTIAL DISTRICT" TO R-1C, "STANDARD SINGLE FAMILY RESIDENTIAL" FOR WHITEHORSE (P&Z CASE 22-42R&PP) (SECOND READING)

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 22-42R&PP Staff Report CC packet



STAFF REPORT

Planning and Zoning Case 21-42R&PP

Staff: Katherine Sharp, Planning & Development Director

Date: October 24, 2022

GENERAL INFORMATION

Application:	Rezone and Preliminary Plat for Whitehorse, a single-family residential subdivision with 326 lots, generally located along Birmingham Road, south of Lauren Street, north of Ruth Ewing Road for a 153+/- acre single-family residential development including Rezoning 20.52 acres of R-1A, "Suburban Residential District" to R-1C, "Standard Single Family" with three variance requests.
Applicant:	Tim Harris Star Development Corp. 244 W. Mill St., Ste. 101 Liberty, MO 64068
Property Owners:	John & Ann Mitchell, 1228 19th Ave Rochester MN 55906; Susan B. Lawler, 3996 Chicora Wood Place, Jacksonville FL 32224; Craig Bell, 102 W Madison St, Marshfield MO 65706
Location:	Along Birmingham Road, south of Lauren Street, north of Ruth Ewing Road
Site Acreage:	153 +/- Acres
Existing Land Use/Zoning:	Undeveloped / R-1C, "Standard Single Family" & R-1A, "Suburban Residential"
Proposed Zoning (20.52 acres):	R-1A, "Suburban Residential" to R-1C, "Standard Single Family"
Future Land Use Map:	Conventional Residential
Surrounding Land Uses/Zoning:	North: Residential/ R-1C, "Standard Single Family" South: Residential / R-1A "Suburban Residential" & R-1C East: Residential / R-1C, "Standard Single Family" & R-1A West: Residential / R-1A "Suburban Residential" & R-1C
Public Notice:	Courier Tribune-September 22 Letter sent to property owner within 185 ft. on September 26 Sign Posted on site on September 26
File Date:	August 5, 2022

PREVIOUS CASES/SITE HISTORY

A Development Agreement for Whitehorse subdivision is running concurrently with this application.

APPLICANT'S PROPOSAL

Summary

This is a request to rezone 20.52 acres of R-1A, "Suburban Residential District" to R-1C, "Standard Single Family" and a preliminary plat for a 153-acre single-family residential development with 326 lots.

This application also includes three variance requests:

Sec. 30-35.2. - Street capacity requirements; required improvements.

Which requires the developer to improve all collector or arterial streets that abut the proposed development along the entire limits of the development site to city improvement standards.

Sec. 30-36.1. - Sanitary sewer facilities; required connection. States that all development shall be required to provide a direct gravity flow sewer connection to the public sewer system.

Sec. 30-93.3. - Design specifications, streets and alleys. States that five-foot wide sidewalks are required on both sides of the street.

Use

The applicant proposes that the site be low-density residential with 326 single family lots.

Site Design

The proposed site is on the east and west side of Birmingham Road north of Ruth Ewing. There are three distinct sections in five phases:

- **Phase 1** is on the west side of Birmingham, north of Ruth Ewing. It is anticipated as 44 single-family lots on 20.5 acres, and will require a rezoning from R-1-A to R-1C with this application. The site has access to Birmingham at Knight Lane and Archer Street. Sidewalks are provided on both sides of Knight Lane, Archer Street, and Birmingham at the extent of this phase. This site also includes Tract B and C for stormwater detention and open space.
- North of Phase 1, on the east side of Birmingham, is the largest portion of the project which will include Phases 2-4. **Phase 2** is anticipated as 44 acres and 58 lots. It will include Tracts D-H as stormwater and open space tracts, as well as Tract M which is for the future alignment of Birmingham Road, to be discussed further in the streets section of the report. This phase will have access to Birmingham via Creekwood Drive and Bridgeway Lane to Whitehorse Drive and Pearl Street. All of the internal roads will include sidewalks and will be built to city standards. The applicant is requesting a variance from the city standards for a portion of Birmingham adjacent to Phase 2, which will be discussed at length later in the report. **Phase 3** is an extension of Creekwood Drive to Clifton Hill Court, Blakeway Drive, and Abbotswell Street, and Whitehorse Drive to Dew Lane. Creekwood Drive is stubbed out at the end of the property, anticipating a potential connection to Creekwood Subdivision to the east. This phase includes 93 lots on approximately 33 acres, and also contains Tract I for stormwater BMPs. **Phase 4** continues off of Whitehorse Drive and Abbotswell Street to Bedford Street, Colonial Street, Carlton Street, River Birch Lane, and Castle Yard Street to the north. This area contains 42 acres, 103 lots, and stormwater tracts J, K and L.

- North of the railroad tracks, east side of Birmingham is **Phase 5**. This section consists of approximately 14 acres and 28 lots. It includes one access onto Birmingham at Lauren Street, connecting into a cul-de-sac, Pearl Court. This section is expected to develop in Phase 5.
- All lots are proposed to be at a minimum 70-foot-wide and 110 feet deep, which the minimum for the R-1C zoning district. All tracts within the development will be owned and maintained by the HOA.

Access/Circulation

There will be 5 proposed entrances to the site from Birmingham: on the north side of the railroad at Lauren Street; south of the railroad crossing on the east side of Birmingham at Bridgeway Lane and Creekwood Drive; and north of Ruth Ewing, on the west side of Birmingham, at Knight Lane and Archer Street. There are 5 cul-de-sac roads and the rest of the streets are looped through the site.

Sidewalks are proposed to be constructed along the east side of Birmingham Road the length of the property from the northern limits to the southern limits of the proposal, the west side of Birmingham along Phase 1, and on both sides of the street throughout the internal roads in the development. The developer is requesting a variance from Sec. 30-93.3. - Design specifications, streets and alleys, which states that five-foot wide sidewalks are required on both sides of the street on all road improvements. The applicant requests a variance from building the sidewalk on the west side of Birmingham north of Phase 1, since that property is undeveloped, and the sidewalk would be torn up when the site is developed in the future. The applicant's variance request is attached to this staff report.

Railroad Crossing

City Staff approached the developer about a future realignment of Birmingham Drive including a bridge crossing over the railroad tracks, eliminating the existing at-grade crossing. Because of the realignment and bridge, instead of improving existing Birmingham through the extent of the site as it exists today, the developer will make the required improvements only at the locations that will remain in use after the bridge is in place. The developer has agreed to contribute to the cost of the bridge, the details of this agreement will be conferred in a development agreement to be reviewed by the City Council concurrent with this application.

Landscaping/ Tree Preservation/Parkland Dedication

All residential lots are required to have the following landscaping:

- Residential lots shall contain within the front yard a minimum of one tree, which may be large- or small-growing; two perennials; and three shrubs per dwelling unit.
- For all residential districts, a minimum of one street tree shall be planted within the planting strip for each lot created;
- In the case of corner lots, a minimum of two street trees, one per street, shall be planted;
- Additionally, any streets that do not contain a residential lot must provide street trees at the interval of one tree per fifty linear feet.

A fee in lieu of tree preservation may be required to be given to the City's tree fund based on the results of a future tree survey of the trees to be removed from the site.

All proposed residential development is required to dedicate park land or an equivalent fee-in-lieu of dedication for public use. As no parkland is proposed with this development, a fee in-lieu will be required before the final plat can be recorded.

PUBLIC INFRASTRUCTURE

The submitted plans for this application have been evaluated in accordance with the adequate public facilities ordinance:

Streets

The proposed development will have access to Birmingham at five locations. Birmingham will be improved at the north and south of the site. A new alignment of Birmingham to allow for a bridge over the railroad tracks is shown on the preliminary plat and will be dedicated as right of way in the future.

The developer is requesting a variance from Sec. 30-35.2. - Street capacity requirements; required improvements, which requires the developer to improve all collector or arterial streets that abut the proposed development along the entire limits of the development site to city improvement standards. The applicant requests a variance from improving Birmingham north of Creekwood Drive and south of lot 316, approximately Lauren Street where Birmingham will no longer be utilized after the bridge is installed. The applicant's variance request is attached to this staff report.

Sanitary Sewer

Sanitary sewer service will be provided via existing sanitary sewer main on the west side of the railroad tracks that will run through the site to Birmingham Road.

The applicant is requesting a variance from Sec. 30-36.1. - Sanitary sewer facilities; required connection, which states that all development shall be required to provide a direct gravity flow sewer connection to the public sewer system. The applicant requests to install a sewer lift station and force main in the area shown as Phase 5, which lies north of the tracks and east of Birmingham Road. The applicant's engineer provided a detailed explanation which is summarized below:

- The existing sanitary sewer in the nearby development is too shallow to tie into.
- Existing storm system on the west side also conflicts with possible sewer locations.
- The other option would be to put the sewer at 28 feet deep, exceeding the standard max depth of 22 feet.
- Working with the Utility Director, it was determined to build gravity line south and under the railroad placing the lift station on the south side of the railroad and east of Birmingham, to limit the amount of force main.

Water

Water service will be provided from public mains on Birmingham.

Stormwater

Storm water will be collected on the property and directed into a combination of storm water quality best management practices (BMPs) and storm water detention basins. Storm water released from the development will be managed to reduce offsite erosion potential or additional erosion prevention measures will be designed and constructed.

STAFF ANALYSIS

Staff evaluates all rezoning applications in accordance with the following criteria described in section 30-24.3 of the Unified Development Ordinance:

1. The conformance of the proposed rezoning to the comprehensive plan and other adopted planning policies.

The Future Land Use Map in this area shows Conventional/ Low Density Residential in this location. A single family subdivision is an appropriate use for this area.

Our Comprehensive Plan, The Blueprint for Liberty (1999), Principle eleven of the Comprehensive Plan states development of vacant or underutilized parcels within the City should be encouraged. Principle twelve also encourages development where municipal services are readily available. This application does achieve many of the goals set forth in the document.

Staff believes the proposed rezoning conforms to the Future Land Use Map and Comprehensive Plan.

2. The effect the proposed rezoning will have on properties in the general vicinity.

The area of the proposed project has been envisioned to be used for residential uses for an extended amount of time. Staff believes the development will have a positive effect upon the area and the community as a whole by providing housing opportunities in the City.

3. The extent to which public facilities and services are available and adequate to meet the demand generated by the proposed use.

As further described in the Infrastructure section, the site will be served by adequate sanitary sewer and water.

A preliminary plat is required for the general subdivision of land to ensure the layout of a proposed subdivision conforms to the comprehensive plan and the UDO. Staff's analysis of a preliminary plat application is guided by Section 30-28.10. Preliminary plat, approval criteria:

1. The preliminary plat substantially complies with the intent of the comprehensive plan;

Staff believes this proposal satisfies the intent of the comprehensive plan and the future land use map. Single family lots are an appropriate use in this location. Principle eleven of the Comprehensive Plan states development of vacant or underutilized parcels within the City should be encouraged. Principle twelve also encourages development where municipal services are readily available.

2. The preliminary plat complies with the provisions of this UDO; and

Staff finds that the application substantially conforms to the requirements set forth in the Unified Development Ordinance. The proposed lots meet all requirements for lots within the R-1C zoning district.

This application does include three variance requests:

Sec. 30-35.2. - Street capacity requirements; required improvements.

Which requires the developer to improve all collector or arterial streets that abut the proposed development along the entire limits of the development site to city improvement standards.

Sec. 30-36.1. - Sanitary sewer facilities; required connection. States that all development shall be required to provide a direct gravity flow sewer connection to the public sewer system.

Sec. 30-93.3. - Design specifications, streets and alleys. States that five-foot wide sidewalks are required on both sides of the street.

3. The preliminary plat substantially complies with approved city development standards and policies.

Staff finds that this Preliminary Plat complies with the intent of city development standards and policies.

STAFF RECOMMENDATION

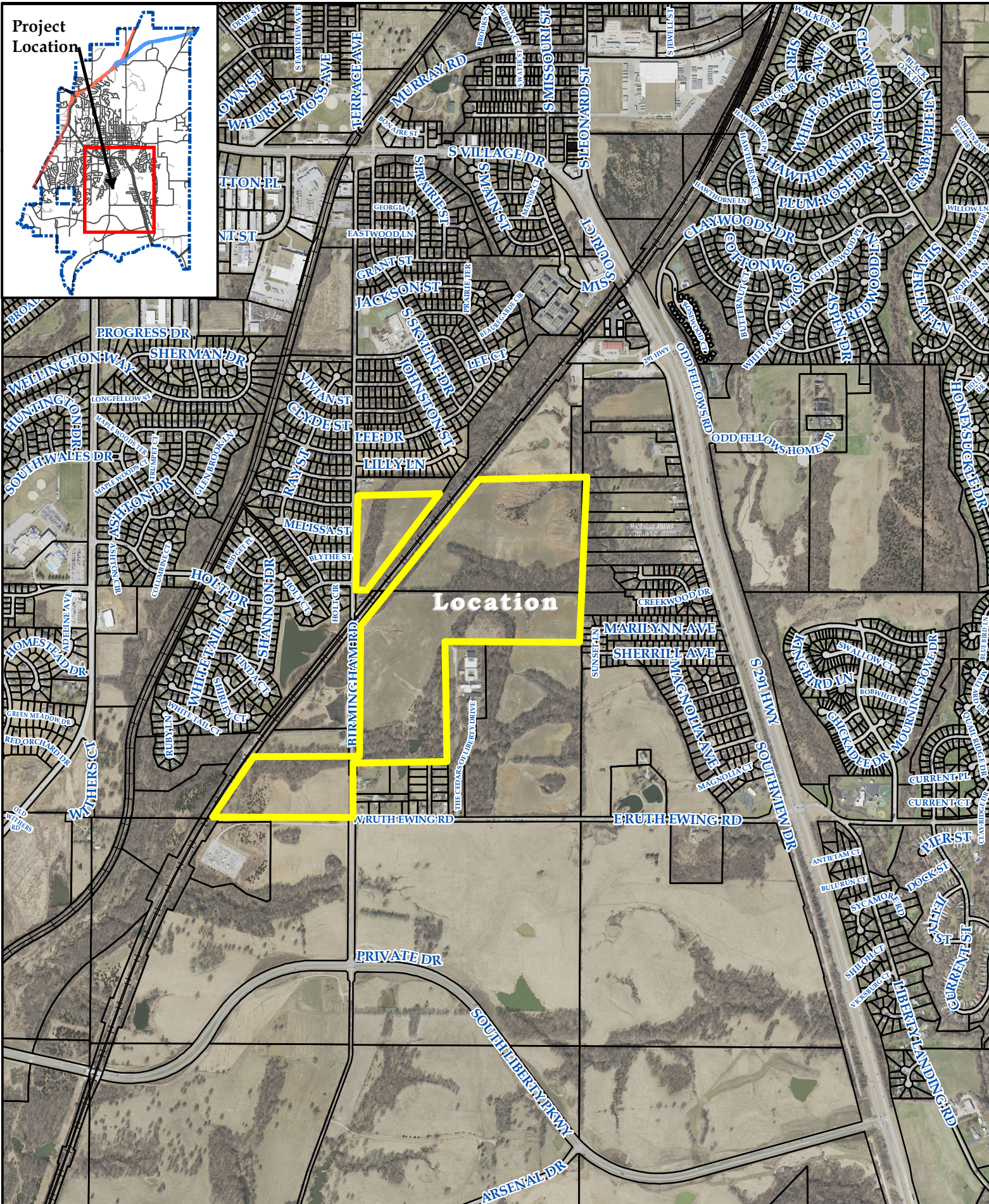
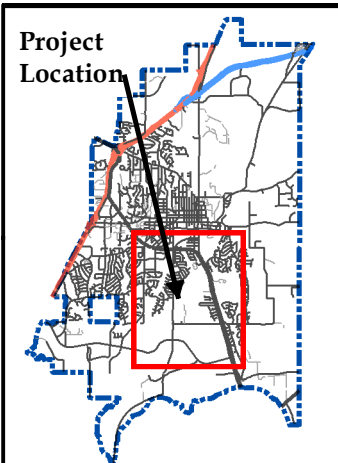
Staff finds that this application meets the standards of review for a rezoning and preliminary plat. Staff recommends approval of P&Z Case 22-42R&PP.

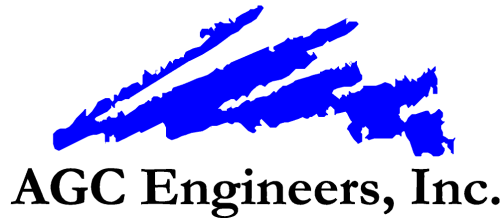
PZ RECOMMENDATION

At its October 11, 2022 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 22-42R&PP as presented in the staff report.

ATTACHMENTS

- Exhibit A: Vicinity Map
- Exhibit B: Preliminary Plat
- Exhibit C: Applicants Variance Requests
- Exhibit D: Minutes Excerpt from Planning & Zoning Commission meeting
- Exhibit E: Ordinance





September 1, 2022

Mr. Mike Peterman, AICP
City of Liberty
101 E. Kansas Street
Liberty, Missouri 64068

Re: P&Z Case 22-42R&PDP: Rezoning and Preliminary Development Plan for Whitehorse single family subdivision.

This letter is to serve as a variance request for the following two items.

1. Sewer lift station and force main,

In researching the existing sewer options for the area we are showing as Phase V on the preliminary development plan we found that the sanitary sewer on the east side of the Whitetail Pond is shallow. It appears that they pushed the limits when serving the houses on the east side of the development.

Complicating the issue is the storm system on the west side of Birmingham. We looked at the MH's on Blythe and Holt and the manhole down by White Tail pond back of the lots on Holt Court Cul de Sac.

On all three profiles the existing storm 36' to 48" equivalent was in conflict. The existing sanitary sewer is too shallow for us to go under the storm and connect and the existing storm is too shallow to go over.

We looked at what it would take to go gravity down on the south side of the tracks. Connecting to the sewer in Phase I. This alignment bucks grade pushing through a hill with 28 foot deep sewer. Our recommended limits on sewer depth for construction top out at around 22 feet.

Our preference would be to connect gravity to the sewer system in Whitetail Pond however we are not seeing any viable options. We therefore are requesting a variance to allow a lift station for the lots in Phase V.

At the request of staff we propose gravity line south and under the rail road placing the lift station on the south side of the railroad and east of Birmingham, to limit the amount of force main.

405 S. LEONARD STREET, SUITE D

64068

LIBERTY, MISSOURI

1

P 816.781.4200 * F 816.792.3666 * WWW.AGCENGINEERS.COM

2. Off site sidewalk improvements for adequate public facilities requirement.

Requesting wavier of building the sidewalk on the west side of Birmingham where property is currently undeveloped. For this project that would be one parcel 15413000700200 at 1840 Birmingham Rd. Since development of the site would likely destroy a good portion of the walk.

If you have any questions or require further information please contact me at (816) 781-4200.

Sincerely,



Art Akin, P.E.
President, AGC Engineers, Inc.

Cc: Tim Harris, Star Development
Blake Fulton, Star Development

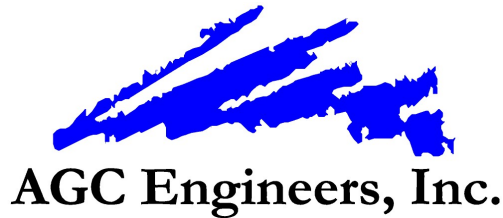
405 S. LEONARD STREET, SUITE D

64068

LIBERTY, MISSOURI

2

P 816.781.4200 * F 816.792.3666 * WWW.AGCENGINEERS.COM



October 3, 2022

Mr. Mike Peterman, AICP
City of Liberty
101 E. Kansas Street
Liberty, Missouri 64068

Re: P&Z Case 22-42R&PDP: Rezoning and Preliminary Development Plan for Whitehorse single family subdivision.

Dear Mr. Peterman,

This letter is to serve as a variance request for adequate public facilities requirements regarding Birmingham Road.

It is understood that typical development of this site would, per City direction of City Code Section 30-35.2, require bringing the existing roadway up to current city standards along the frontage of the property.

City staff had asked the developer to review future separated grade crossing between Birmingham and the existing railroad, to help provide some fore sight into what would be required to accommodate a future city improvement.

From this review it was determined that a separated grade along the existing north south alignment of Birmingham Road with the location of the existing Whitetail Pond development, both in plan and elevation would be difficult. The future improvement would most likely require buy out of existing properties along Birmingham Road and proposed properties on the preliminary plat layout of Whitehorse.

A suggested alternate alignment would provide some distance and workability with the existing Whitetail Pond development eliminating the need for property purchases. It does however encroach into the proposed Whitehorse development eliminating approximately 10 previously planned lots north of the tracks and areas south of the tracks planned for water quality offsets.

This proposed alignment when built, rolls east onto the proposed Whitehorse development and will remove the existing Birmingham Roadway. This alternate alignment shown on the attached exhibit (Future Birmingham Road Improvements) starts on the north side of the tracks just north of Melissa Street rolling east, then south over the tracks and then back south west to existing Birmingham, ending up approximately 678' south of the south right of way of the railroad.

The basis of this request for variance is to not improve Birmingham Road where the future improvement would then remove it. The offset for the developer not building this portion of roadway is the loss of developable ground that is being provided for this future improvement.

The request for variance is thus to:

405 S. LEONARD STREET, SUITE D

64068

LIBERTY, MISSOURI

1

P 816.781.4200 * F 816.792.3666 * WWW.AGCENGINEERS.COM

“waive the required roadway improvements for approximately the south 832 lf of frontage on the north side of the tracks and the north 678 lf of frontage south of the railroad, with the understanding that the developer will leave open space within this plat available for the future alignment as shown on the preliminary plat.”

If you have any questions or require further information please contact me at (816) 781-4200.

Sincerely,



Art Akin, P.E.
President, AGC Engineers, Inc.

Cc: Tim Harris, Star Development
Blake Fulton, Star Development

405 S. LEONARD STREET, SUITE D

64068

LIBERTY, MISSOURI

2

P 816.781.4200 * F 816.792.3666 * WWW.AGCENGINEERS.COM

22-42R&PP: Rezoning and Preliminary Plat for Whitehorse single family subdivision. 326 lots on 153 +/- acres generally at the NE corner of Ruth Ewing Rd and Birmingham Rd with three variances

Ms. Sharp presented the case with variance requests as described in the staff report.

Chairman Rosekrans asked the commissioners if they had any questions.

Commissioner Personett asked where the lift station was located.

Mr. Findlay showed on the screen the location of the lift station south of the existing railroad and on the east side of Birmingham.

Commissioner Personett asked what the negatives of lift station. Will these be contained or will there be odor.

Mr. Findlay stated that maintenance costs are one issue. The city utilities department would be in charge of the required maintenance. It is a system that pumps sewage from a low point to where it can gravity flow into the rest of the public system. The city does not typically support these.

Commissioner Personett asked why the sewer would have to go to 28 feet in depth.

Mr. Findlay stated the 28 ft depth may be because of topography but repairs on something that deep as well as constructability are an issue.

Commissioner Holt asked for clarity on the road improvements as it relates to the bridge.

Mr. Findlay stated the bridge will remove the at grade crossing, improving safety for public crossing, and removing the need for the loud train horns. The realignment will tie into Melissa at the north and Bridgeway at the south.

Commissioner Holt asked about the grant process.

Mr. Findlay stated that the city is pursuing grant funding from federal rail funds. Staff is utilizing a consultant that will assist with the grant application, so we have the best chance of getting the grant. The project will have contributions from the City, the Railroad, and the Developer.

Commissioner Holt asked if this development will expedite the process to build the bridge.

Mr. Findlay said that yes, this project did move the bridge project forward.

Commissioner Holt asked what in the development will trigger the construction of the bridge and what binds the developer to the construction.

Mr. Findlay stated there will be a Development Agreement in place that will be considered by the City Council.

Commissioner Holt asked if any trails are proposed in this development.

Ms. Sharp stated that staff would verify if the current Trail Master Plan identified any trail connection on this property.

Commissioner Dilts asked if any city parkland is identified in this development.

Ms. Sharp stated that the requirements for city parks has changed over time and that the Parks Department has very specific criteria for accepting land and creating parks. There is also a Parks Master Plan update currently taking place that may also change what is acceptable or needed. At this time no parkland is identified.

Chairman Rosekrans asked if the applicant would like to speak.

Art Aiken, AGC Engineers, 405 S Leonard, introduced Robert de la Fuente of Star Development. He clarified the three variance requests. He said the developer is providing the ROW and losing lots to allow the bridge. He explained the road and bridge alignment.

Chairman Rosekrans opened the public hearing. He asked if there was anyone in the audience that would like to speak for or against the case.

Aaron Blanch, 504 Melissa, at the corner of Melissa and Birmingham. He was concerned that the bridge is supposed to merge into the current Birmingham at his house. He wants to know if this means the bridge will be built over his house. He is concerned about what affect it will have for his property and storm drainage issues.

Mike Phipps, 1850 Birmingham, asked where the sanitary sewer will be located. He is also concerned about storm water that comes from the Cedars and floods along the south property line.

Charles Small, 1331 Wildbriar, represents the out of state sellers of the property where the project is located. He is here in their absence and he is in support of the application on their behalf.

Chairman Rosekrans closed public hearing and asked staff to address the questions.

Mr. Findlay stated he is not aware of current stormwater issues at Melissa, but they can be addressed with the design of this project. Stormwater issues will be further identified as the project progresses with further engineering. He said that there are no bridges being built over anyone's house, the bridge will be in the open space. He said the proposed grade is close to the existing grade. He identified the locations of the sewer line for Phase 1 as asked by Mr. Phipps.

Chairman Rosekrans asked the commissioners if they had any other questions.

Commissioner Holt asked how the existing roads such as Holt and Melissa will tie into the new alignment.

Mr. Findlay showed the new alignment on the screen.

Chairman Rosekrans asked how long this bridge will be when complete.

Mr. Findlay said the entirety is about half a mile and the bridge is about 200 feet.

Chairman Rosekrans asked the commissioners if they had any other questions, seeing none he asked for a motion.

Commissioner Personett stated that he will be interested to see the plan for the next phase of this development. And he hopes that the unanswered questions will be presented and he believes there should be a trigger where the development should stop until the bridge is completed.

Action: Commissioner Holt moved to approve the case with three variances as presented in the staff report. Commissioner Reinier seconded the motion.

Vote: Motion passed 8-0-0

Yes:, Dilts, Holt, Howard, Reinier, Personett, Rosekrans, Summers, and Waterman

No: None

Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, October 24, 2022.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING 20.77 ACRES AT THE NW CORNER OF RUTH EWING ROAD AND BIRMINGHAM ROAD FROM R-1A, "SUBURBAN RESIDENTIAL DISTRICT" TO R-1C, "STANDARD SINGLE FAMILY RESIDENTIAL" FOR WHITEHORSE

BE IT ORDAINED by the City Council of the City of Liberty, Missouri as follows:

SECTION I

WHEREAS, the City Council finds that the rezone described duly conforms to the standards and requirements of the Unified Development Ordinance of the City of Liberty, Missouri, the official zoning map shall be and the same is hereby amended, rezoning a portion of Whitehorse in the City of Liberty, Clay County, Missouri, the legal description of which is as follows:

A Tract of land being part of the West half of Section 19, Township 51 North, Range 31 West, in Liberty, Clay County, Missouri, being more particularly described as follows: Beginning at the Northeast corner of the Southwest Quarter of said Section 19; Thence North 89°38'36" West, along the North line of said Southwest Quarter, 40.00 feet to point on the West Right-of-Way line of Birmingham Road, as now established; Thence North 89°38'36" West, continuing along said South line, 1504.10 feet, to a point on the East Right-of-Way line of Chicago, Milwaukee, Saint Paul, and Pacific Railroad, as now established; Thence along said East Right-of-Way line of Chicago, Milwaukee, Saint Paul, and Pacific Railroad, the following five courses; Thence on a curve to the right, having an initial tangent bearing of South 58°38'07" West, a radius of 11349.19 feet, an arc length of 400.99 feet; Thence North 56°36'39" West, 35.00 feet; Thence on a curve to the right, having an initial tangent bearing of South 33°23'21" West, a radius of 11384.19 feet, an arc length of 258.29 feet; Thence South 55°18'39" East, 95.00 feet; Thence on a curve to the left, having an initial tangent bearing of South 34°41'21" West, a radius of 11289.19 feet, an arc length of 158.35 feet; Thence North 67°37'58" East, 52.06 feet; Thence South 87°32'02" East, 104.13 feet; Thence North 89°49'08" East, 97.67 feet; Thence South 68°24'56" East, 41.61 feet; Thence North 74°08'59" East, 83.22 feet; Thence South 82°37'10" East, 71.02 feet; Thence North 60°10'41" East, 74.77 feet; Thence North 85°40'21" East, 42.63 feet; Thence South 86°38'20" East, 108.92 feet; Thence North 83°42'50" East, 102.54 feet; Thence North 83°42'50" East, 102.54 feet; Thence North 79°08'36" East, 59.34 feet; Thence South 55°47'28" East, 27.98 feet; Thence North 81°51'44" East, 54.47 feet; Thence South 77°29'38" East, 61.10 feet; Thence North 81°46'44" East, 48.87 feet; Thence South 00°12'22" East, 26.52 feet; Thence South 89°47'38" East, 7.00 feet; Thence South 00°12'22" West, 172.00 feet; Thence South 89°47'38" East, 40.00 feet, to the Center line of Birmingham Road; Thence South 00°12'22" West, along said Birmingham Road, 514.44 feet, to the Point of Beginning. Contains 904,775 square feet or 20.77 acres more or less.

SECTION II

The City Council finds and declares that, prior to any action on the amendment herein

ORDINANCE NO. _____ (CONT.)

described, all requirements pertaining to notices and hearings have been fulfilled.

SECTION III

Any and all development within the above-described lot shall comply with all applicable standards and requirements as set forth in the City Code of the City of Liberty, Missouri

SECTION IV

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED by the City Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2022.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-289

Department: Planning & Development

Submitted By: Katherine Sharp, Director
Planning & Development

Subject: ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT WITH
STAR DEVELOPMENT FOR THE WHITEHORSE RESIDENTIAL SUBDIVISION,
LIBERTY, MISSOURI (SECOND READING)

Summary:

- This is a development agreement with Star Development regarding the Whitehorse Subdivision, a new 326 lot single family subdivision proposed on Birmingham Road north of Ruth Ewing.

Background:

At the October 24, 2022 regular session, the City Council will hear a request for rezoning and preliminary plat approval for Whitehorse, a 326-lot single-family subdivision along Birmingham Road. Three variances are also requested with this application as well as a contribution by the developer, Star Development, towards a bridge over the existing at-grade railroad crossing at Birmingham.

Discussion

The developer approached staff with interest in developing the 153-acre site into a single-family residential subdivision. Soon after the conversation with the developer about Whitehorse, staff was made aware of a railroad merger which would add additional trains onto the existing line at the location of the proposed Whitehorse development. City staff and the developer discussed the potential for a bridge at Birmingham which would remove the need for the existing at-grade crossing. The developer redesigned the portion of the subdivision nearest the railroad crossing to allow a bridge over the crossing. To achieve the required grades needed for the bridge height, Birmingham would need to be realigned further east. In lieu of making road improvements along the area of Birmingham that will not be used when the bridge is constructed, the developer is contributing \$100,000 to the design of the bridge, and right-of-way for the roadway re-alignment. This design will allow City staff to apply for future Federal Railroad Administration (FRA) funding to provide help with the cost of the grade-separation. The City is moving forward to procure a consultant to assist in the bridge design and grant application with support from the Canadian Pacific Railway. Grant funding will be applied for in 2023. Future roadway and bridge construction could start as early as summer of 2024 if funding and grant applications are successful.

The complete variance requests are discussed in detail in the rezoning staff report and listed below:

- **Sec. 30-35.2. - Street capacity requirements; required improvements**, which requires the developer to improve all collector or arterial streets that abut the proposed development along the entire limits of the development site to City improvement standards. The developer requests a variance from improving Birmingham north of Creekwood Drive and south of lot 316, along the portion of Birmingham that will be realigned. The developer will be required to build all other required road improvements.
- **Sec. 30-93.3. - Design specifications, streets and alleys**, which states that five-foot wide sidewalks are required on both sides of the street on all road improvements. The developer requests a variance from building the sidewalk on the west side of Birmingham north of Phase 1, approximately 460 feet of sidewalk. The developer shall build all other required sidewalks.
- **Sec. 30-36.1. - Sanitary sewer facilities; required connection**, which states that all development shall be required to provide a direct gravity flow sewer connection to the public sewer system. The developer requests to install a sewer lift station and force main in the area shown as Phase 5, which lies north of the tracks and east of Birmingham Road. The developer will build the gravity line south and under the railroad, placing the lift station on the south side of the railroad and east of Birmingham. The City will provide future maintenance for the lift station.

Previous Action (if applicable):

The required Legal Notice for the Rezoning and Variance Hearing was posted in the Courier Tribune on September 22, 2022.

The Planning & Zoning Commission voted unanimously in favor of the application with variance requests as outlined in the staff report.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
X Other: Planning & Zoning Commission	Completed/Recommended: 10/11/2022

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Whitehorse Development Agreement ORDINANCE

2. Dev Agreement FINAL

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT WITH STAR
DEVELOPMENT FOR THE WHITEHORSE RESIDENTIAL SUBDIVISION, LIBERTY,
MISSOURI

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the
mayor to execute a development agreement with Star Development for the Whitehorse
Residential Subdivision, Liberty, Missouri. A copy of said agreement being incorporated
herein by reference and available for review as required by law.

SECTION II

This Ordinance shall be in full force and effect from and after its passage by the City
Council and approval by the Mayor according to law.

PASSED by the City Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2022.

MAYOR

DEVELOPMENT AGREEMENT

Whitehorse Residential Development

This Development Agreement made and entered into this 24th day of October, 2022, by and between the **MAYOR, CITY COUNCIL, AND CITIZENS OF THE CITY OF LIBERTY**, a Municipal Corporation, hereinafter referred to as "**CITY**", and **STAR DEVELOPMENT, LLC**, hereinafter referred to as "**DEVELOPER**".

WITNESSETH:

1. Subject Property: The subject of this agreement is the proposed development of the land identified and referred to as the Whitehorse Residential Subdivision, attached hereto as Exhibit "A", by ACG Engineers, dated September 2, 2022, and approved by the CITY as Planning and Zoning Case No. 22-42R&PDP on October 24, 2022, and inscribed as Ordinance No._____.
2. Impact of Development: Both parties agree and recognize that the proposed development will have a substantial impact on the surrounding area and the cost to the public of providing adequate facilities to serve the new development, and the parties further agree that the development and additional impact created thereby could not be supported without the agreements of the DEVELOPER provided herein.
3. Sewer Lift Station: The DEVELOPER requests to install a sewer lift station and force main in the area shown as Phase 5, which lies north of the tracks and east of Birmingham Road. The CITY shall allow a variance from Sec. 30-36.1. - Sanitary sewer facilities; required connection, which states that all development shall be required to provide a direct gravity flow sewer connection to the public sewer system. The DEVELOPER shall build the gravity line south and under the rail road placing the lift station on the south side of the railroad and east of Birmingham. The CITY shall provide maintenance for the lift station.

Whitehorse Residential Development Agreement:

4. Sidewalk Variance: The DEVELOPER requests a variance from building the sidewalk on the west side of Birmingham north of Phase 1, approximately 460 feet of sidewalk. The CITY shall allow a variance from Sec. 30-93.3. - Design specifications, streets and alleys, which states that five-foot wide sidewalks are required on both sides of the street on all road improvements. The DEVELOPER shall build all other required sidewalk.
5. Future Realignment of Birmingham: To allow for a bridge over the existing railroad corridor, the DEVELOPER agrees to dedicate the necessary right-of-way for the realignment of Birmingham Road.
6. Variance from Road Improvements: The DEVELOPER requests a variance from improving Birmingham north of Creekwood Drive and south of lot 316. The CITY shall allow a variance from Sec. 30-35.2. - Street capacity requirements; required improvements, which requires the developer to improve all collector or arterial streets that abut the proposed development along the entire limits of the development site to city improvement standards. The DEVELOPER shall build all other required road improvements. This is illustrated and attached hereto as Exhibit "B", by ACG Engineers, dated October 4, 2022.
7. Contribution for Bridge over Rail Crossing: The DEVELOPER agrees to contribute \$100,000 in connection with Phase 1 of the proposed development to assist in funding the design or build of a bridge to cross over the existing at grade crossing. The CITY shall withhold approval of subsequent plats or development plans until the payment has been made. The CITY shall be responsible for all other funding of the bridge construction.
8. Development Obligation: The DEVELOPER acknowledges and agrees that any requirements or contributions set forth herein would be in addition to any other fees, requirements, or contributions as is required by City ordinance.
9. Complete Agreement: Both parties agree that this Development Agreement represents a

complete agreement between the parties and that there are no promises of representations or understandings not expressly set out herein. This agreement may only be modified by writing, signed by both parties, and approved by the CITY with the same formalities as this agreement.

10. Binding Effect: Both parties agree that this agreement shall be binding upon the parties hereto, their heirs, successors, and assigns.

11. This agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the day and year first above written.

THE MAYOR, COUNCILMEN AND CITIZENS OF THE
CITY OF LIBERTY, A MUNICIPAL CORPORATION

By: _____
Lyndell Brenton, Mayor

ATTEST:

Deputy City Clerk

By: _____

ATTEST:

Secretary

ACKNOWLEDGMENTS

STATE OF MISSOURI)

) SS

Whitehorse Residential Development Agreement:

COUNTY OF CLAY)

On this ____ day of _____, 2022, before me appeared Lyndell Brenton, to me personally known, who being by me duly sworn, did state that he is the Mayor of the City of Liberty, Missouri, and that the seal affixed to the foregoing instrument is the seal of said municipality, and that said instrument was signed and sealed in behalf of said municipality by authority of an ordinance thereof, for the considerations stated therein and no other, and he acknowledged said instrument to be the free act and deed of said municipality.

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

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS
COUNTY OF CLAY)

On this ____ day of _____, 2022, before me appeared _____, to me personally known, who being by me duly sworn, did state that _____ Corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, for the considerations stated therein and no other, and he acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My Commission Expires:

Whitehorse Residential Development Agreement:

PROPERTY DESCRIPTION

SOUTH LIBERTY INVESTMENTS

PROPERTY DESCRIPTION TRACT 1

A tract of land being part of the West half of Section 19, Township 51 North, Range 31 West, in Liberty, Clay County, Missouri, being more particularly described as follows:

Beginning at the Northeast corner of the Southwest Quarter of said Section 19; Thence North 89°38'36" West, along the North line of said Southwest Quarter, 40.00 feet to point on the West Right-of-Way line of Birmingham Road, as now established; Thence along said East Right-of-Way line of Chicago, Milwaukee, Saint Paul, and Pacific Railroad, the following line courses: Thence on a curve to the right, having an initial tangent bearing of South 50°30'07" West, a radius of 11,943.19 feet, an arc length of 450.89 feet; Thence North 86°30'31" West, 35.00 feet; Thence on a curve to the right, having an initial tangent bearing of South 33°22'11" West, a radius of 11,943.19 feet, an arc length of 298.29 feet; Thence South 50°18'39" East, 80.00 feet; Thence on a curve to the left, having an initial tangent bearing of South 34°41'21" West, a radius of 11,289.19 feet, an arc length of 138.39 feet; Thence North 87°17'58" East, 53.00 feet; Thence North 87°32'01" East, 104.00 feet; Thence North 89°00'00" East, 57.00 feet; Thence North 89°24'00" East, 41.00 feet; Thence North 89°10'00" East, 22.22 feet; Thence South 82°17'10" East, 71.02 feet; Thence North 60°10'41" East, 74.77 feet; Thence North 85°40'21" East, 42.63 feet; Thence North 86°30'20" East, 108.50 feet; Thence North 83°42'00" East, 102.54 feet; Thence North 83°42'20" East, 102.54 feet; Thence North 79°19'36" East, 89.34 feet; Thence South 50°47'29" East, 27.88 feet; Thence North 87°18'14" East, 54.47 feet; Thence South 77°29'30" East, 61.10 feet; Thence North 81°46'48" East, 44.87 feet; Thence South 10°12'22" East, 26.52 feet; Thence South 89°17'38" East, 4.00 feet; Thence North 89°17'38" East, 40.00 feet, to the Center line of Birmingham Road; Thence South 00°12'22" West, along said Birmingham Road, 514.44 feet, to the Point of Beginning.

SUSAN BELL LAWLER TRACTS

Tract 2
All that part of the following described tract of land lying East of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's (now Midwestern Railroad Properties, Inc.) Railroad Right-of-Way as now exists: A strip of land described as follows: Beginning at a point on the East line of Section 18, Township 51, Range 31, which point is 643 feet South of the North east corner of the SE 1/4 of said Section 18; Thence West 30 feet; Thence South to the South line of the NE 1/4 of said Section 18; Thence East 30 feet to the East line of said Section 18; Thence North in said East line of said Section 18 to the point of beginning.

AND
All of the SE 1/4 of said Section 18, Township 51, Range 31, except the Right-of-Way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, said Right-of-Way containing 7.79 acres, more or less, of land and being a strip of land of 200 feet in width, being 100 feet on the Southeastern side and 100 feet wide on the Northeastern side of the center line between the two main tracks of the Railroad Company as there now located and established, all in Clay County, Missouri, and the land conveyed containing 64 acres, more or less.

Tract 3
All that part of the following described tract of land lying West of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's (now Midwestern Railroad Properties, Inc.) Railroad Right-of-Way as now exists: All of the SE 1/4 of said Section 18, Township 51, Range 31, except the Right-of-Way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, said Right-of-Way containing 7.79 acres, more or less, of land and being a strip of land of 200 feet in width, being 100 feet on the Southeastern side and 100 feet wide on the Northeastern side of the center line between the two main tracks of the Railroad Company as there now located and established, all in Clay County, Missouri, and the land conveyed containing 64 acres, more or less; and EXCEPT All that part of the South One-half of the Southeast Quarter of said Section 18, Township 51 North, Range 31 West, in the City of Liberty, Clay County, Missouri, described as follows: Beginning at the Northeast corner of the Southwest Quarter of said Section 18; Thence South 0 degrees 12 minutes 25 seconds East, along said line, 30.00 feet to the Southeast corner of said Northeast Quarter; Thence South 89 degrees 57 minutes 11 seconds West, along the North right-of-way line of said Ruth Ewing Road, parallel with and 50 feet from the South line of said Northeast Quarter, 1339.78 feet to a point that is North 89 degrees 57 minutes 11 seconds East, along said line, 450.00 feet to the East line of said Section 18; Thence North 89 degrees 57 minutes 11 seconds West, along said line, 40.00 feet to the Southeast corner of said Northeast Quarter; Thence North 00 degrees 12 minutes 25 seconds East, parallel with the West line of said Northeast Quarter, 272.00 feet to the Northeast corner of said Northeast Quarter; Thence North 00 degrees 12 minutes 25 seconds East, parallel with the West line of said Northeast Quarter, 872.00 feet to the Northeast corner of said Northeast Quarter; Thence North 00 degrees 12 minutes 25 seconds East, parallel with the West line of said Northeast Quarter, 887.00 feet; Thence South 89 degrees 57 minutes 11 seconds West, parallel with the South line of said Northeast Quarter, 447.59 feet; Thence South 00 degrees 12 minutes 25 seconds West, parallel with the West line of said Northeast Quarter, 1339.78 feet to the North line of the South 40.00 acres of said Northeast Quarter; Thence South 89 degrees 57 minutes 11 seconds West, along said line and parallel with the South line of said Northeast Quarter, 1113.08 feet to the West line of said Northeast Quarter; Thence North 00 degrees 12 minutes 25 seconds East, along said line, 3.06 feet to the Southeast corner of a tract of land conveyed for right-of-way of Birmingham Road as recorded in Book 1653 of Page 236 in the Recorder's Office of said Clay County; Thence South 89 degrees 57 minutes 11 seconds East, along the South line of said tract, 40.00 feet; Thence North 00 degrees 12 minutes 25 seconds East, along the Eastern line of said tract and parallel with the West line of said Northeast Quarter, 33.44 feet; Thence South 89 degrees 57 minutes 11 seconds West, along said line, 7.00 feet; Thence North 00 degrees 12 minutes 25 seconds East, continuing along said line, 152.00 feet; Thence North 89 degrees 57 minutes 11 seconds West, continuing along said line, 40.00 feet to the West line of said Northeast Quarter; Thence North 00 degrees 12 minutes 25 seconds East, along said line, 240.13 feet to the Southeastern right-of-way line of the Chicago, Milwaukee and St. Paul Railroad; Thence North 36 degrees 44 minutes 42 seconds East, along said line, parallel with and 50.00 feet from the center line thereof, 555.12 feet to the North line of said Northeast Quarter; Thence North 89 degrees 57 minutes 11 seconds West, along said line, 2307.94 feet to the Northeast corner of said Northeast Quarter; Thence South 00 degrees 08 minutes 03 seconds West, along the East line of said Northeast Quarter, 200.00 feet to the Point of Beginning. Subject to the part on the West now being used for public right-of-way, Birmingham Road.

TITLE DESCRIPTION HERITAGE AREAS:

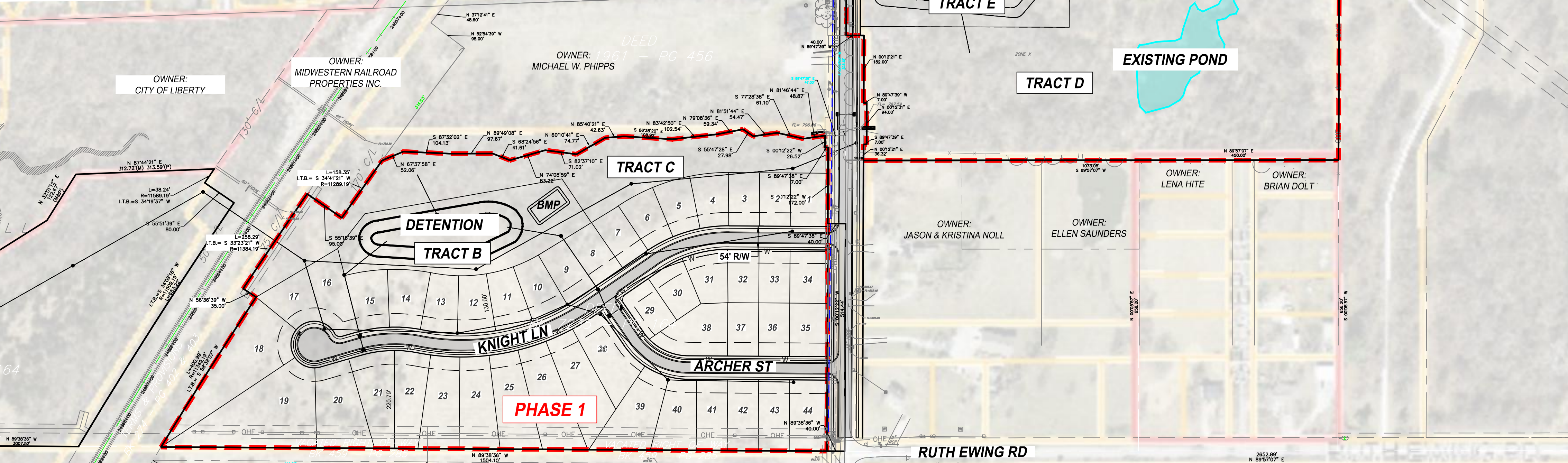
A tract of land situated in the Southeast Quarter of Section 18, Township 51, Range 31, Liberty, Clay County, Missouri, described as follows: Beginning at the point of intersection of the East line of said Northeast Quarter and the West line of said Northeast Quarter, 872.00 feet to the Northeast corner of said Northeast Quarter; Thence North 00 degrees 12 minutes 25 seconds East, parallel with the West line of said Northeast Quarter, 872.00 feet to the Northeast corner of said Northeast Quarter; Thence North 00 degrees 12 minutes 25 seconds East, parallel with the West line of said Northeast Quarter, 887.00 feet; Thence South 89 degrees 57 minutes 11 seconds West, parallel with the South line of said Northeast Quarter, 447.59 feet; Thence South 00 degrees 12 minutes 25 seconds West, parallel with the West line of said Northeast Quarter, 1339.78 feet to the North line of the South 40.00 acres of said Northeast Quarter; Thence South 89 degrees 57 minutes 11 seconds West, along said line and parallel with the South line of said Northeast Quarter, 1113.08 feet to the West line of said Northeast Quarter; Thence North 00 degrees 12 minutes 25 seconds East, along said line, 3.06 feet to the Southeast corner of a tract of land conveyed for right-of-way of Birmingham Road as recorded in Book 1653 of Page 236 in the Recorder's Office of said Clay County; Thence South 89 degrees 57 minutes 11 seconds East, along the South line of said tract, 40.00 feet; Thence North 00 degrees 12 minutes 25 seconds East, along the Eastern line of said tract and parallel with the West line of said Northeast Quarter, 33.44 feet; Thence South 89 degrees 57 minutes 11 seconds West, along said line, 7.00 feet; Thence North 00 degrees 12 minutes 25 seconds East, continuing along said line, 152.00 feet; Thence North 89 degrees 57 minutes 11 seconds West, continuing along said line, 40.00 feet to the West line of said Northeast Quarter; Thence North 00 degrees 12 minutes 25 seconds East, along said line, 240.13 feet to the Southeastern right-of-way line of the Chicago, Milwaukee and St. Paul Railroad; Thence North 36 degrees 44 minutes 42 seconds East, along said line, parallel with and 50.00 feet from the center line thereof, 555.12 feet to the North line of said Northeast Quarter; Thence North 89 degrees 57 minutes 11 seconds West, along said line, 2307.94 feet to the Northeast corner of said Northeast Quarter; Thence South 00 degrees 08 minutes 03 seconds West, along the East line of said Northeast Quarter, 200.00 feet to the Point of Beginning. Subject to the part on the West now being used for public right-of-way, Birmingham Road.

DEVELOPMENT DATA

PHASE	EXISTING ZONING	PROPOSED ZONING	LAND USE DESCRIPTION	COMMENCE DATE	COMPLETION DATE	GROSS ACRES	STREET R/W DEDICATION (ACRES)	HOA - TRACTS (TOTAL ACRES)	NET ACRES	DWELLING UNITS	NET DENSITY
1	R-1A	R-1C	SINGLE-FAMILY	2023	2023-2024	20.52	2.34	8.0 - 4.86	13.32	44	3.30
2	R-1C	R-1C	SINGLE-FAMILY	2023	2023-2024	44.27	4.29	0.1E/0.0AM - 22.28	16.97	58	3.05
3	R-1C	R-1C	SINGLE-FAMILY	2024	2024-2025	33.72	6.14	1 - 1.27	25.31	83	3.67
4	R-1C	R-1C	SINGLE-FAMILY	2025	2025-2026	41.84	6.22	JKL - 9.31	26.31	103	3.91
5	R-1C	R-1C	SINGLE-FAMILY	2026	2026-2027	13.98	1.52	N.O.P - 4.32	8.14	28	3.43
Totals:						153.43	20.51	42.02	92.05	326	3.52

GENERAL NOTES

- Plan scales are as indicated.
- Meters and bounds are as shown on drawing. Legal Description is as described on plan.
- Number of Lots: 323
- Development schedule and phasing is proposed as indicated in the Development Data.
- Layout of streets and pedestrian areas is as indicated on plan. All public sidewalks are to be located within right-of-way.
- General configuration of lots shown on plan.
- Land coverage is as indicated in Development Data.
- Residential lot types are single family homes.
- Setbacks are as follows: R-1C:
Front yard: 30 ft. min.
Rear yard: 30 ft. min.
Side yard: 7 ft. min.
Minimum setback (7) feet each. Buildings on corner lots shall show a minimum of fifteen (15) feet on the side abutting a local street and twenty (20) feet on the side abutting a collector or arterial street.
- Ingress and egress to each lot will be from a dedicated public street. No access will be allowed from Residential lot directly to Buckingham Road (specifically lots 1, 34, 289, 303, 304 and 323).
- Existing topography shown on attached grading plan.
- Existing and proposed right-of-ways are shown on plan and labeled with dimensions.
- All R-1C lots shall have a minimum width of 70 ft. at the building line.
- Minimum lot area for R-1C is 8,000 Sq. Ft.
- Streets 1 through 13 shall be CO-2 curb and gutter.
- Flood Zone: The subject property is not located in FEMA designated Flood Zone.
- Only single family residential and accessory uses and structures as defined by RS-320 "Accessory Uses and Structures" are allowed.
- Boundary and topographic survey provided by J&J Survey LLC, June 21, 2022.
- Sidewalk shall be constructed at the time of roadway construction on both sides of all public streets, except that the construction of sidewalks along streets that are accessed by residential lots may be deferred until building permits are issued for each lot. After three (3) years from the date of acceptance of the streets in the development by the city, the center of any undeveloped lot within the subject development shall be required, upon notification by the city, to construct the sidewalk in accordance with city standards within sixty (60) days. Should any sidewalk not be completed within the provided time period, the city may proceed with constructing the sidewalk and may a special assessment against the property owner for the costs thereof as provided in Section 88.880, RSMo. This agreement shall be recorded on the final plat and shall be binding upon all heirs, successors, and assigns of the original parties.
- Residential lots shall contain within the front yard a minimum of one tree, which may be large- or small-growing; two (2) perennials; and three (3) shrubs per dwelling unit.
- All power, phone and other utility lines are to be installed underground.
- No structures, including fences, are allowed within the 100 ft. landscape easement.
- Bridgeway Lane to be built from Whitehorse Drive to the rear lot line of Lots 86 and 87 with Phase II. If with Phase II the Birmingham Road right-of-way is not built or underpinned, the City may require Bridgeway Lane to be extended to connect to the existing Birmingham Road. Public Access Easement to be provided for that portion across Tracts G, H and M.

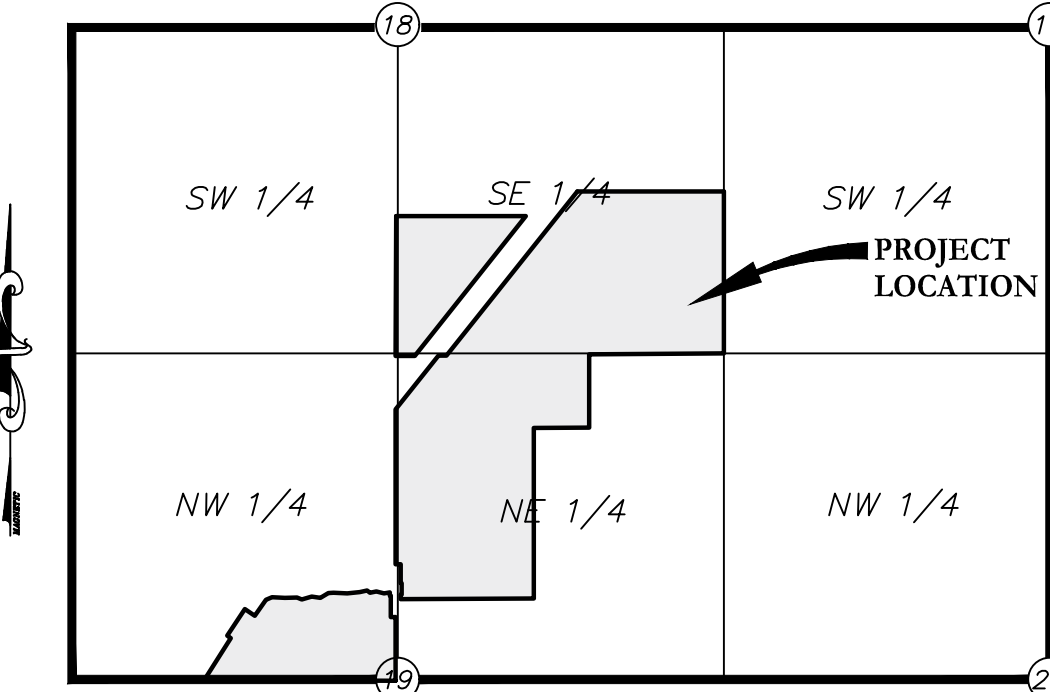


PRELIMINARY PLAT

Whitehorse

A Subdivision in Liberty, Clay County, Missouri

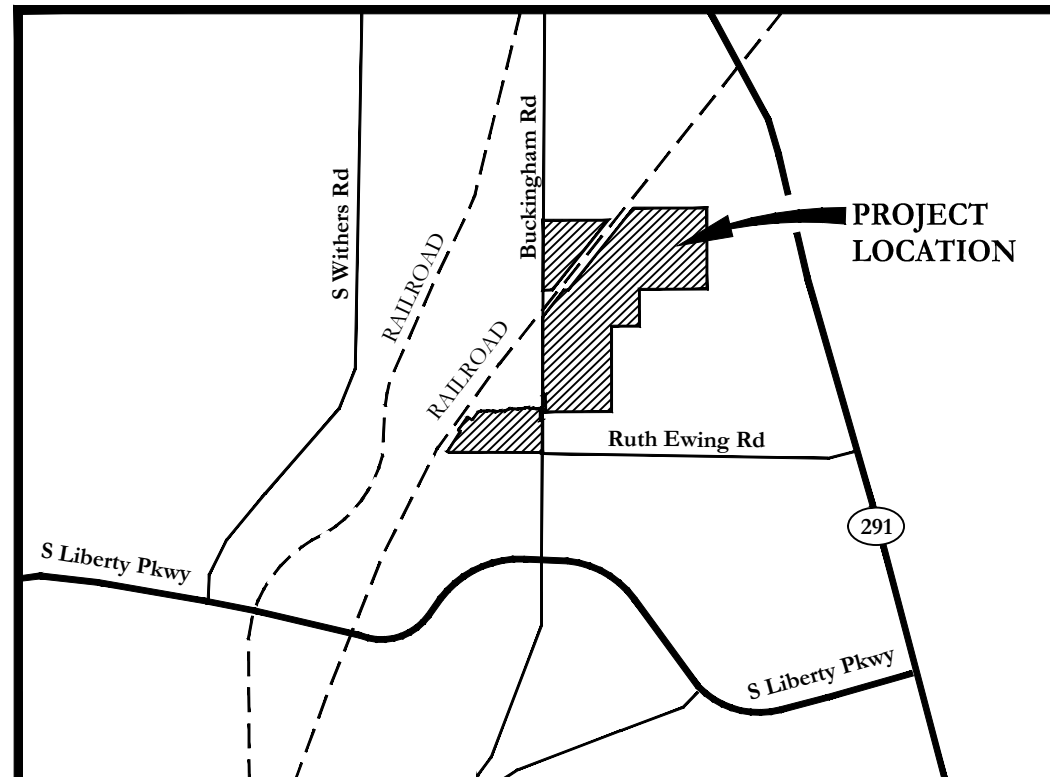
SE 1/4 SECTION 18, TOWNSHIP 51 NORTH, RANGE 31 WEST NE 1/4, & NW 1/4, SECTION 19, TOWNSHIP 51 NORTH, RANGE 31 WEST



Sec. 17, 18, 19 & 20, Twp. 51 N., Rge. 31 W.

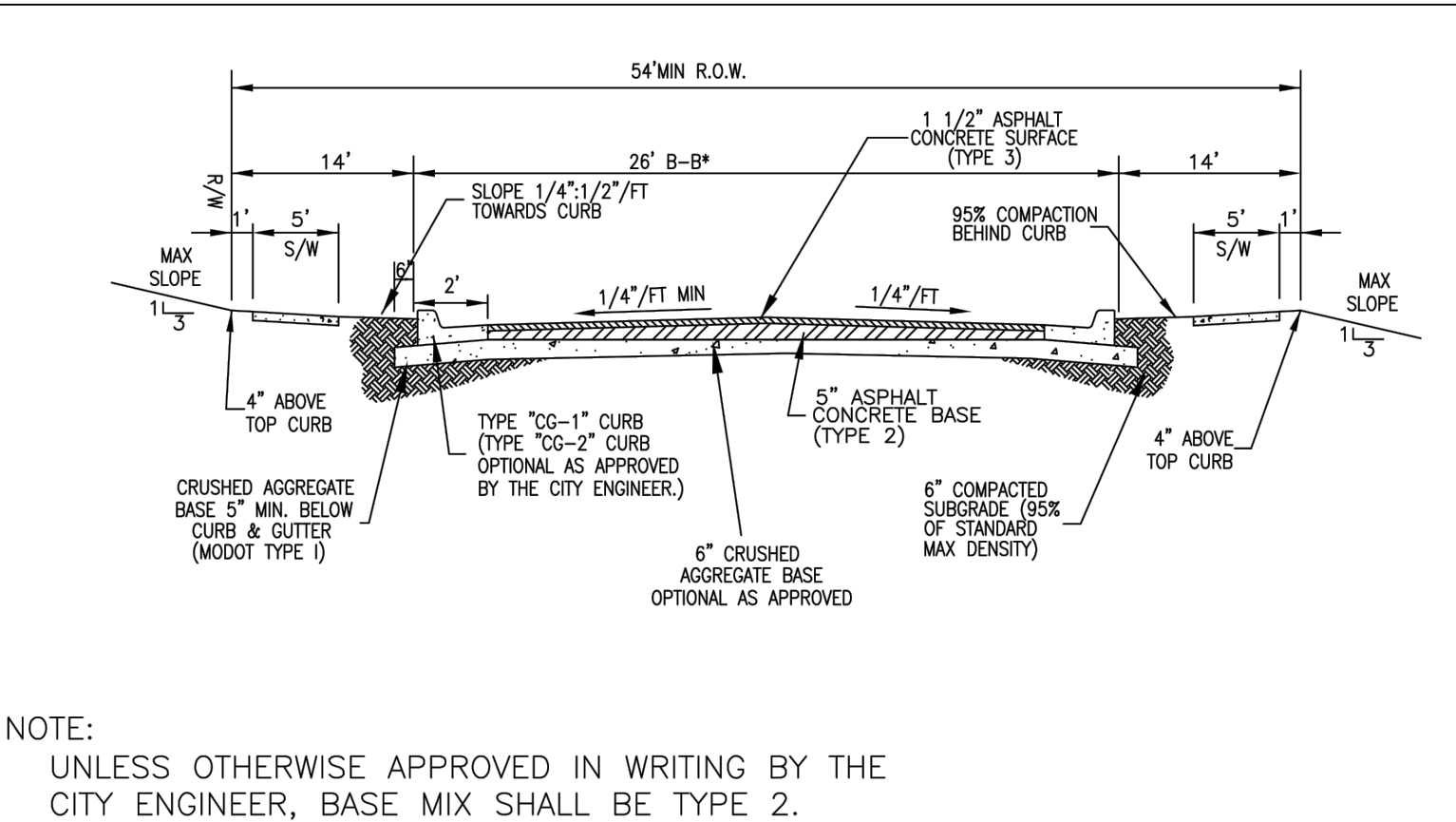
SECTION LOCATOR

NOT TO SCALE



LOCATION MAP

NOT TO SCALE

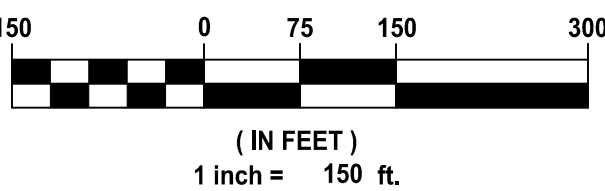


LOCAL STREET TYPICAL SECTION

NOT TO SCALE

LEGEND

- EXISTING TREE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- POWER POLE
- LIGHT POLE
- TRAFFIC SIGNAL POLE
- GUY WIRE
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- GAS VALVE
- GAS PIPELINE MARKER
- GAS METER
- SANITARY MANHOLE
- STORM MANHOLE
- TELEPHONE PEDESTAL
- BOLLARD
- MAILBOX
- SIGN AS NOTED
- FIBER OPTIC MARKER
- CHAIN LINK FENCE
- WIRE FENCE
- SANITARY SEWER LINE
- OVERHEAD ELECTRIC
- UNDERGROUND GAS
- GAS LINE
- FIBER OPTIC LINE
- TREE LINE
- CREEK



DEVELOPER

Star Development Corporation
244 West Mill St. Ste 101
Liberty, Missouri 64068
(816) 781-3322

AGC Engineers, INC.

405 S. Leonard St., Suite D
Liberty, Missouri 64068

816.781.4200

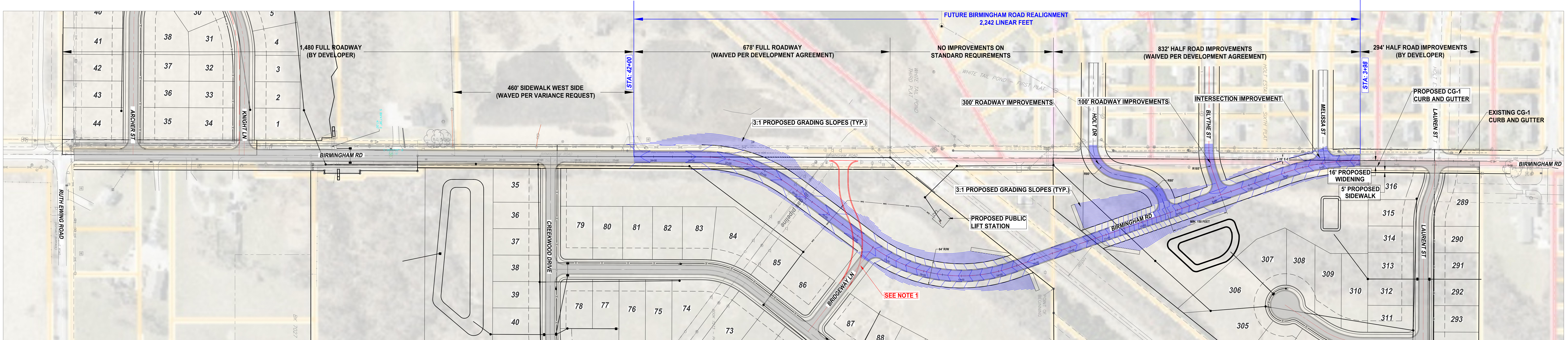
fax 792.3666

www.agcengineers.com

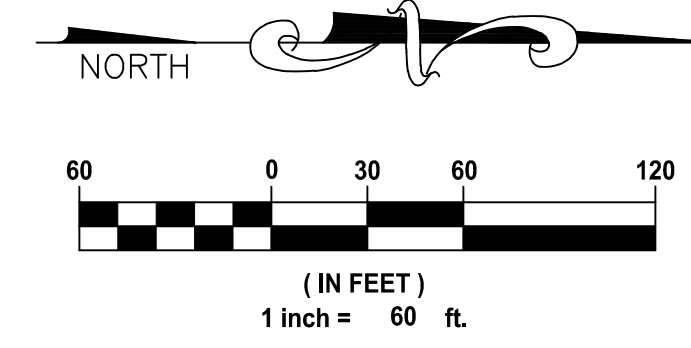
BY	REVISION	DATE:	
AA/ACA	Submittal to City	9-2-22	1 of 5
AA/ACA	Submittal to City	7-28-22	

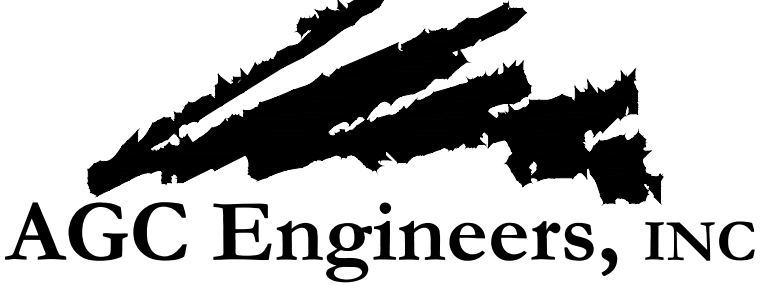
PRELIMINARY PLAT
Whitehorse
A Subdivision in Liberty,
Clay County, Missouri
(Future Birmingham Road Improvements)

CITY IMPROVEMENTS
DEVELOPMENT IMPROVEMENTS



Note
1. Developer shall connect Bridgeway Lane to the existing Birmingham Road if developed lots on the east side of Birmingham exceed 120 and the alternate alignment for Birmingham Road is not constructed or planned to be constructed before the expected occupancy of the 120 homes. City project would then remove the temporary portion of Bridgeway Lane and connect to new alignment. If alternate alignment is constructed before Bridgeway Lane, Developer will connect Bridgeway Lane to the new alignment.





AGC Engineers, INC.

BY	REVISION	DATE
AA/ACA	Submittal to City	10-4-22

405 S. Leonard St., Suite D
Liberty, Missouri 64068
816.781.4200
fax 792.3666
www.agcengineers.com

1 of 1



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-264

Department: Parks & Recreation

Submitted By: DK Taylor, Assistant
Director Recreation

Subject: ORDINANCE APPROVING AN AGREEMENT AND EXPENDITURE WITH BART'S ELECTRIC FOR AN EMERGENCY REPAIR IN THE AMOUNT OF \$27,910.00 FOR THE CONVERSION OF THE LIBERTY COMMUNITY CENTER NATATORIUM LIGHTS TO LED FIXTURES

Summary:

- The Liberty Community Center was opened February 1992.
- When the building was opened, the space which is currently the Community Services staff offices, was an arts and crafts room before it was then the space converted to facility storage.
- In the mid-2000s, when office space was needed in City Hall, the Community Services division was moved to the Liberty Community Center.
- This summer, supervisors began reviewing options to provide additional office space within the Liberty Community Center. It was determined the best option would be to relocate and reallocate office space for the Community Services staff.
- The ballasts for the natatorium lights are located in the ceiling of the Community Services office space. During the relocation and reallocation discussions, it was brought to the attention of supervisors that the humming noise from the natatorium pool lights could negatively impact the health of the staff person scheduled to move to that area of the building.
- Staff consulted Bart's Electric for a proposal to eliminate the humming noise. Bart's Electric has provided electrical service to the Liberty Community Center for several years and is very familiar with the facility. Bart's Electric recommended removing the ballasts by converting the lights to LED fixtures. A proposal was received from Bart's Electric for \$31,760, less a rebate of \$3,850 for a total cost of \$27,910. To ensure no negative impact to the natatorium guests, staff scheduled the installation during annual maintenance week. Bart's Electric ordered the materials to meet the installation deadline however, due to supply chain issues, the lights were backordered several weeks. Because of concerns of a potential health issue, Bart's Electric completed the project as soon as the materials were available. To prevent another closure of the natatorium area, Bart's Electric agreed to install the lights after facility hours at no additional charge.
- The lights come with 5-year warranty.

* Funding for this project was through the Community Services division of the general fund

Background:

The Liberty Community Center opened in February 1992. When the building was opened, the space which is currently the Community Services staff offices, for a short time was an arts and crafts room then the space was converted to facility storage. In the mid-2000's, when office space was needed in City Hall, the Community Services division was relocated to the Liberty Community Center.

During the summer, supervisors began reviewing options to provide additional office space within the Liberty Community Center. It was determined the best course of action would be to relocate and reallocate Community Services staff office space. During the relocation and reallocation discussions, it was brought to the attention of supervisors that the humming noise from the ballasts of the natatorium pool lights could negatively impact the health of the staff member scheduled to move. The ballasts for the natatorium lights are located in the ceiling of the Community Services office space.

Staff consulted Bart's Electric for a proposal to eliminate the humming noise. Bart's Electric has provided electrical service to the Liberty Community Center for several years and is very familiar with the facility. Bart's Electric recommended removing the ballasts (the cause of the hum) by converting the lights to LED fixtures. A proposal was received from Bart's Electric for \$31,760 less a rebate of \$3,850 for a total cost of \$27,910. To meet the installation deadline of the annual maintenance week, Bart's Electric promptly ordered the materials. However, due to supply chain issues, the lights were backordered for several weeks. Due to the potential of a health issue, Bart's Electric completed the project as soon as the materials were available. To prevent another closure of the natatorium area, Bart's agreed to install the lights after facility hours at no additional cost.

The lights come with a 5-year warranty. Funding for this project was through the Community Services division of the general fund.

Previous Action (if applicable):

NA

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:10.60.481.18.5601	Amount: \$27,910.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - Natatorium LED Light Conversion

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT AND EXPENDITURE WITH BART'S
ELECTRIC FOR AN EMERGENCY REPAIR FOR THE CONVERSION OF THE LIBERTY
COMMUNITY CENTER NATATORIUM LIGHTS TO LED FIXTURES

WHEREAS, the ballasts of the natatorium light fixtures located in the ceiling of the Community Services division staff office were emitting a loud hum that was a potential health hazard concern for staff moving to that area of the building, an electrical contractor was contacted to provide a solution that would rectify the problem as soon as possible.

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and BART'S ELECTRIC, 7103 Stewart Road, Pleasant Valley, MO 64068, in an amount not exceed TWENTY SEVEN THOUSAND NINE HUNDRED TEN and 00/100 DOLLARS (\$27,910.00) for the conversion of the natatorium lights at the Liberty Community Center to LED fixtures, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the agreement described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2022.

MAYOR



**CITY COUNCIL
ACTION REPORT**

Meeting Date: November 14, 2022

A/R No.: 2022-265

Department: Parks & Recreation

Submitted By: DK Taylor, Assistant
Director Recreation

Subject: ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT
WITH BRADY INDUSTRIES FOR CITYWIDE CUSTODIAL SUPPLIES IN AN
AMOUNT NOT TO EXCEED \$52,000.00.

Summary:

- Several City Departments utilize an independent contractor to provide delivery of custodial supplies.
- The primary supplies purchased under this agreement include hand soap, disinfectant, cleaners, toilet paper, trash can liners, hand sanitizer and air freshener.
- The departments' operating budgets that require custodial supplies include funding for the purchase and delivery of custodial supplies for a cumulative total of \$50,000. This pricing is based on past years' average use and may fluctuate pending the increase or decrease of 2023 custodial supply needs.
- Two vendors, Brady Industries (current vendor) and Buckeye International, offered comparable proposals based on the "basket of goods" cost analysis.
- Buckeye International bid alternate products than what were listed in the RFP, which required additional comparison for each product. After comparing the amount of product per case from each vendor it was determined that Brady Industries submitted the lowest priced proposal.
- This is year one (2023) of a potential three, one-year agreements.

Background:

The City of Liberty utilizes an independent contractor for purchase and delivery of custodial supplies. A "basket of goods" analysis was used to develop the bid document which included all supplies purchased by facility departments over the course of one year where the total annual cost exceeded \$500. Twenty products met the criteria. Bids were sent to seven vendors. Two vendors declined, one vendor did not qualify as they submitted a proposal for trash can liners only, and four vendors responded to the bid. The following bids were received:

2023 Bid

Brady Industries, NKC, Missouri.....	\$49,552.77
Buckeye International, Riverside, Missouri.....	\$45,342.65
Tri-Lateral Sales, Kansas City, Missouri.....	\$53,325.16
Central Poly Bag Corp, Linden, New Jersey.....	\$8,247.00
Pyramid School Products.....	No Bid
Veritiv Corp.....	No Bid

Buckeye International and Brady Industries (current vendor) offered comparable proposals based on the “basket of goods” cost analysis. Because Buckeye International bid alternate products than what were listed in the RFP, additional comparisons for each product were required. After a detailed analysis was used to compare the amount of product per case from each vendor it was determined that Brady Industries submitted the lowest priced proposal.

Brady Industries, NKC, Missouri\$51,658.41
 Buckeye International, Riverside, Missouri\$67,854.09

Brady Industries provided custodial supplies for the City of Liberty in 2020, 2021, and 2022 with satisfactory results. Staff recommends engaging in year one (2023) of a potential three, one-year agreements with Brady Industries.

Previous Action (if applicable):

NA

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 10.95.140.04.5009	Amount: \$52,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - Citywide Custodial Supplies 2023

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH BRADY INDUSTRIES FOR 2023 CITYWIDE PURCHASE AND DELIVERY OF CUSTODIAL SUPPLIES

WHEREAS, departments include funding in their budgets for purchase and delivery of custodial supplies for a combined annual estimate of \$52,000. This pricing is based on past years' average usage levels and may fluctuate pending increased or decreased custodial supply needs;

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and Brady Industries, 1200 Erie St, North Kansas City, MO 64116, in an amount not to exceed FIFTY TWO THOUSAND AND NO/100 (\$52,000.00) for FY 2023 purchase and delivery of custodial supplies, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the agreement described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2022.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-266

Department: Parks & Recreation

Submitted By: DK Taylor, Assistant
Director Recreation

Subject: ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT
WITH HEARTLAND MECHANICAL FOR CITYWIDE HVAC PREVENTIVE
MAINTENANCE AND REPAIR SERVICES IN THE AMOUNT OF \$125,000.00.

Summary:

- Several City Departments utilize an independent contractor to manage preventive maintenance and on-call repair services for HVAC systems in city facilities.
- Services covered by this contract include quarterly preventive maintenance activities as well as on-call repair services.
- The cumulative amount estimated to be expended annually across facility cost centers for HVAC preventive maintenance and repairs is \$125,000.
- Heartland Mechanical offered the lowest cost pricing proposal based on a "basket of goods" cost analysis.
- A guaranteed pricing contract not to exceed anticipated expenditures was proposed for year one (2021) with the opportunity to renew the agreement for two additional one year terms (2022 and 2023).
- This agreement is for year three (FY 2023) and is the final year of three, one-year agreements.

Background:

The City of Liberty utilizes independent contractors to manage preventive maintenance activities and repair services for the HVAC systems serving public facilities. Because the services requested are specialized, services are divided into two separate groups – those for primary facilities and those for secondary facilities. The services requested for each group are of a slightly different scope or scale and are based on the mechanical requirements of the equipment.

Several departments have budgeted for HVAC preventive maintenance and repair services across the city. The cumulative estimated annual expenditure across facility cost centers for HVAC preventive maintenance and repairs is \$125,000.

Staff publicly advertised and bid for such services. Eleven companies were provided bid documents. A "basket of goods" analysis was used to compare unit pricing proposed. Staff applied an estimated one year scenario for all facilities, excluding parts: labor rates and trip charges for 12 trips/year at 3 hours for primary facilities and 6 trips/year at 2 hours for secondary facilities; preventive maintenance costs at 4 per year for primary facilities and 2 per year for secondary facilities; two filter changes per year for all facilities; one condenser coil cleaning per year for all facilities; one blower

belt replacement per year for all facilities with the following results:

Company	"Basket of Goods"
	Pricing
Heartland Mechanical	\$52,179
Energy Tech	\$57,130
Design Mechanical	\$85,193
US Energy	No Bid
Lippert	No Bid
Hales HNC	No Bid
Climate Control	No Bid
TMI of KC	No Bid
LBA Commercial	No Bid
CM Mose	No Bid
McIntosh HC	No Bid

Heartland Mechanical has served as the City of Liberty's HVAC service provider for the past five years with very satisfactory results. Staff recommends engaging in a guaranteed pricing contract with the low bidder, Heartland Mechanical. The original contract (2021) was written as a one-year contract, with an opportunity to renew the contract for two additional one-year terms (2022 and 2023). This agreement is for year three (FY 2023) and is the final year of three, one-year agreements.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:10.95.140.14.5571	Amount:\$125,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - 2023 HVAC Services Citywide

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH
HEARTLAND MECHANICAL FOR FY 2023 CITYWIDE HVAC PREVENTIVE
MAINTENANCE AND ON CALL REPAIR SERVICES

WHEREAS, departments include funding in their budgets for HVAC preventive maintenance and on call repair services for a combined annual estimate in the amount of \$125,000. This pricing is based on past years' average usage levels and may fluctuate pending increased or decreased HVAC needs;

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and Heartland Mechanical, 508 Zumwalt Avenue, Grandview, MO 64030, in an amount not exceed ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO/100 (\$125,000.00) for FY 2023 citywide HVAC preventive maintenance and on call repair services, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the agreement described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2022.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-267

Department: Parks & Recreation

Submitted By: DK Taylor, Assistant
Director Recreation

Subject: ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING
WITH CLAY COUNTY SENIOR SERVICES TO PROVIDE GRANT FUNDING FOR
SENIOR CENTER AND SENIOR TRANSPORTATION ADMINISTRATION IN THE
AMOUNT OF \$122,000.00

Summary:

- Clay County Senior Services funding levels for Liberty Access remained the same in 2023 at \$50,000.00 (\$50,000 also received in 2022 and up from \$24,300 received in 2021 and 2020).
- Clay County Senior Services funding levels for Liberty Silver Center 2023 is \$72,000, the same as funding levels in 2021 and 2022 (funding was \$57,375 in 2020).
- The total 2023 funding from Clay County Senior Services for these two programs is \$122,000 (same as 2022).
- The grant for the Liberty Access Bus and Liberty Silver Center programs is reimbursed on a quarterly basis and will be reimbursed after all required documentation is submitted by Liberty Parks and Recreation Department staff and approved by the executive director of Clay County Senior Services.
- The total Senior Services levy taxes generated by Liberty's Assessed Valuation is estimated to be \$295,730.

* Funding is made available through the Clay County Senior Tax Levy.

Background:

Since 2010, the City of Liberty has been awarded operating contracts from Clay County to support senior services, including transportation services and senior center administration.

In 2022 (for 2023) staff applied for \$147,776.18 in grant funding for the Liberty Access bus service as well as \$96,873.50 in grant funding for the Liberty Silver Center for a total of \$244,649.68. The City of Liberty has received notification from Clay County Senior Services that the Community Services Division will receive \$122,000 for the Community Services division for operational expenses associated with Liberty Access (\$50,000) and Liberty Senior Center (\$72,000) in 2023.

As a way of information, based on Liberty's 2022 assessed valuation of \$692,576,445, the County's \$0.04270 Senior Services levy is estimated to generate \$295,730 in 2023 tax revenues. Direct Senior Services grant awards for 2023 total \$182,000 (Community Center Memberships - \$60,000; Senior Center - \$72,000; and Liberty Access Bus - \$50,000) Staff understands there are direct resident services provided by Clay County Senior Services, but are not aware of the monetary value attached to said services.

The grant is reimbursed quarterly upon receipt of required documentation submitted by Liberty Parks and Recreation Department staff and approval by the Executive Director of Clay County Senior Services per the funding agreement attached.

Staff requests City Council approval of the grant funding agreement.

Previous Action (if applicable):

Since 2010, the City of Liberty has accepted funding from Clay County Senior Services Tax Levy Fund.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):10.30.3117	Amount:\$72,000 Senior Center and \$50,000 Transportation for a total of \$122,000.
Non-Budgeted	Line Item:	Amount:
	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Ordinance - CCSS Grant Funding Approved for 2023- CS Division

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH CLAY
COUNTY SENIOR SERVICES TO PROVIDE GRANT FUNDING FOR SENIOR CENTER
AND SENIOR TRANSPORTATION ADMINISTRATION

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and Clay County Senior Services, 4444 N. Belleview, Suite 110, Gladstone, MO 64116, in the amount of ONE HUNDRED TWENTY TWO THOUSAND AND NO/100 (\$122,000.00) to provide senior adult grant funding for senior center and senior transportation administration, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the agreement described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2022.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-283

Department: Parks & Recreation

Submitted By: DK Taylor, Assistant
Director Recreation

Subject: ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING
WITH CLAY COUNTY SENIOR SERVICES TO PROVIDE GRANT FUNDING FOR
SENIOR MEMBERSHIPS TO THE LIBERTY COMMUNITY CENTER IN THE
AMOUNT OF \$60,000.00

Summary:

- Clay County Senior Services Grant Funding
 - The term of the MOU will be January 1 – December 31, 2023
 - Funding will be available to seniors aged 60+ living in Clay County
 - Grant funding for 2023 is \$60,000.
 - Maximum per person per year allocation is \$120; funding amount provides grant funding for 500 senior memberships.
 - Membership funds would be available for both new and renewals. Renewal options are based on attaining the 72 visits the previous year. Facility guests are encouraged to stay home when they are feeling ill, which may limit a member's visits.

Background:

Beginning in 2008, the Parks and Recreation Department began receiving \$8,000 in grant funding for Liberty Community Center physical activity classes. The City continued to apply for and receive \$8,000 grants annually through 2013. Amounts provided in subsequent years were increased:

- 2014, the grant funding was raised to \$31,600 and facility memberships were added to encourage more physical activity in senior adults.
- 2015, the allocation to the Liberty Community Center was increased to \$36,000.
- 2016, the allocation was increased to \$48,000.
- 2017, \$96,000 was requested with \$60,000 approved. At that time, information from the Clay County Senior Services board indicated funding in the future was anticipated to remain at \$60,000.
- 2018, \$60,000 requested; \$60,000 granted.
- 2019, \$60,000 requested; \$54,000 granted.
- 2020, \$60,000 requested; \$48,600 granted.
- 2021, \$60,000 requested; \$57,600 granted.
- 2022, \$60,000 requested; \$60,000 granted.
- 2023, \$60,000 requested; \$60,000 granted.

In 2023, Liberty Community Center senior annual (paid in full) rates will be \$350 and

the monthly (bank draft) rate will be \$32.50/month. With the CCSS grant funding applied, the senior annual (paid in full) rate will be \$230/year and the senior monthly (bank draft) rate will be \$22.50/month. All group exercise classes are included.

Previous Action (if applicable):

Liberty Parks and Recreation Department has received grant funding since 2008.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable): 65.40.8005	Amount: \$60,000.00
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - CCSS Grant Funding for LCC Division 2022

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH CLAY
COUNTY SENIOR SERVICES TO PROVIDE GRANT FUNDING FOR SENIOR
MEMBERSHIPS TO THE LIBERTY COMMUNITY CENTER

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and Clay County Senior Services, 4444 N. Belleview, Suite 110, Gladstone, MO 64116, in the amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) to provide senior adult grant funding for memberships to the Liberty Community, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the agreement described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2022.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-284

Department: Parks & Recreation

Submitted By: DK Taylor, Assistant
Director Recreation

Subject: ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT
WITH LIBERTY SPORTS OFFICIALS IN THE AMOUNT OF \$265,000 FOR 2023
YOUTH AND ADULT SPORTS OFFICIATING SERVICES

Summary:

- The Parks and Recreation Department utilizes an independent contractor to manage officiating services for all sports leagues.
- Services covered by this contract include officiating for all Liberty Parks and Recreation Department sports programs (youth recreational and competitive baseball, youth recreational and competitive softball, youth recreational and competitive basketball, youth recreational soccer, youth recreational and competitive flag football, youth recreational volleyball, adult softball, adult volleyball, and adult basketball).
- The division's operating budget includes funding for this set of officiating services in the amount of \$265,000, which is recouped through participation registration fees. Due to officiating staff shortages, the pricing for 2023 shows an increase of \$15,000, up from \$250,000 in 2021 and 2022.
- This pricing is based on past average participation levels which may fluctuate pending the increase or decrease of 2023 participation levels.
- In 2020 (for 2021, 2022, and 2023) staff publically advertised and bid for officiating services. Although only one bid was received, Liberty Sports Officials, who has been the City's contractor for 19 years, is in good standing with the City; staff is comfortable with their proposal.
- This document represents year three (2023) of the three-one year agreements.

Background:

The Parks and Recreation Department utilizes independent contractors to manage officiating services for all sports leagues. Services covered by this contract include all Liberty Parks and Recreation Department sports programs (youth recreational and competitive baseball, youth recreational and competitive softball, youth recreational and competitive basketball, youth recreational soccer, youth recreational and competitive flag football, youth recreational volleyball, adult softball, adult volleyball, and adult basketball). Due to officiating staff shortages, the pricing for 2023 shows an increase in some of the sports categories for an estimated increase of \$15,000, up from \$250,000 in 2021 and 2022. The division's operating budget includes funding for this set of officiating services in the amount of \$265,000, which is recouped through participant registrations.

In 2020 (for 2021, 2022, 2023) staff publicly advertised and bid for officiating services. With a limited pool of bidders available in the metro area, staff reached out to

past officiating groups regarding their interest in bidding (Liberty Sports Officials, KCMSBL, Metro Officials, and ASA VIP Series). Only Liberty Sports Officials expressed an interest in bidding for officiating services. Staff reached out to other Parks and Recreation departments in the metro area. Six area Parks and Recreation departments utilize Liberty Sports Officials (Smithville, Excelsior Springs, Blue Springs, Higginsville, Richmond, and Kearney) while other Parks and Recreation Departments opt to hire their own officials. Although this is an option for Liberty Parks and Recreation Department, it has been tried in the past with no/limited success. Liberty Parks and Recreation Department has utilized Liberty Sports Officials for 19 years with positive success.

Soccer	Previous Fees	2023 Fees
U6	\$16	\$18
U7	\$17	\$18
U8	\$18	\$20
U10	\$19	\$20
U12C	\$30	\$30
U12 AR	\$16	\$16
U15C	\$31	\$31
Basketball	Previous Fees	2023 Fees
Kindergarten	\$16	\$18
1 st /2 nd	\$17	\$18
3 rd /4 th	\$18	\$20
5 th /6 th	\$19	\$20
7 th /8 th	\$20	\$25
Competitive	\$25	\$25
Supervisors	\$20	\$20
Volleyball	Previous Fees	2023 Fees
Adult Setup	\$20	\$25
Adult Games	\$20	\$25
Youth Games	\$15	\$20
Supervisor	\$20	\$20
Cleanup	\$30	\$30
Flag Football	Previous Fees	2023 Fees
Recreational	\$20	\$25
Competitive	\$22	\$25
Supervisor	\$20	\$20
Cleanup	\$30	\$30
Recreational Baseball/Softball	Previous Fees	2023 Fees
7/8 Coach Pitch	\$22	\$25
7/8 Machine Pitch	\$22	\$25
9/10 Kid Pitch	\$25	\$27
11/12 Kid Pitch	\$28	\$30
UIC	\$30	\$30
Intro to Competitive Softball	Previous Fees	2023 Fees
U8	\$30	\$30
U10	\$30	\$30

U12	\$35	\$35
U14	\$35	\$35
UIC	\$35	\$35
Intro to Competitive Baseball	Previous Fees	2023 Fees
8/9U	\$30	\$30
10/11U	\$30	\$30
12/13U	\$35	\$35
14U	\$35	\$35
UIC	\$35	\$35
Adult Softball	Previous Fees	2023 Fees
Adult Game	\$30	\$30
UIC	\$30	\$30
Adult Basketball	Previous Fees	2023 Fees
Adult Game	\$30	\$30
UIC	\$30	\$30

Staff recommends engaging with Liberty Sports Officials for officiating services for year three (2023) of the three, one-year agreements

Previous Action (if applicable):

Council approved year two of this agreement in November 2021.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: Park Board	Completed/Recommended: November 4, 2022

Financial Considerations:

Budgeted:	Line Item: 61.60.458.08.5397	Amount: \$265,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Ordinance - Liberty Sports Officials 2023

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH
LIBERTY SPORTS OFFICIALS FOR 2023 YOUTH AND ADULT SPORTS OFFICIATING
SERVICES

WHEREAS, the Park Department's operating budget includes funding for this set of officiating services in the amount of \$265,000. This pricing is based on increase in fees and past participation levels that may fluctuate pending the increase or decrease of 2023 participation levels.

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and Liberty Sports Officials, P.O. Box 522, Liberty, MO 64086, in an amount not to exceed TWO HUNDRED AND SIXTY FIVE THOUSAND DOLLARS AND NO/100 (\$265,000.00) for 2023 youth and adult sports officiating services, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the agreement described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2022.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-285

Department: Parks & Recreation

Submitted By: DK Taylor, Assistant
Director Recreation

Subject: ORDINANCE APPROVING A CONTRACT AND EXPENDITURE WITH
APEX CONCRETE COATINGS IN THE AMOUNT OF \$40,403.88 FOR THE LIBERTY
COMMUNITY CENTER LOCKER ROOM FLOOR RENOVATIONS

Summary:

- The Liberty Community center was opened in February 1992.
- The current flooring in the men's and women's locker rooms is tile and original to the facility. Over the past several years, the tiles in the shower and restroom areas in both locker rooms have become more difficult to maintain. Additionally, the tile along the cove base has been breaking in numerous areas.
- The staff researched options to upgrade the locker room flooring that would provide an easier cleaning surface while providing a safe, non-slip surface. It was determined that an epoxy concrete coating system would meet the criteria.
- Several vendors were contacted with three reviewing the project. After meeting with staff and walking through the project with each vendor, two submitted proposals.
- APEX Concrete Coatings offered the lowest priced proposal of \$15,033. The original proposal did not include the coating of the shower troughs. After the addition of the troughs, APEX was still the lowest priced proposal of \$15,753.
- The project began September 6 and was scheduled to be completed by September 18.
- When demolition of the tile began, Apex observed that the surface below the tile was unusable. The sub-surface had been saturated for quite some time and was turning into sand as the tile was being removed. A usable surface was discovered approximately four inches below the tile. A total of 40,000 pounds of concrete and tile was removed from the men's and women's locker rooms.
- Upon completion of the demolition portion of the project, APEX prepared the floor for the concrete coating, which included building ADA-compliant ramps in areas going to the lockers and pool deck.
- APEX completed the concrete coating on October 14.
- Due to the unexpected demo and prep work needed for completion of the project, the final cost is \$40,403.88. This project is funded through the Liberty Community Center operations budget.
- The concrete coating comes with a 15-year product warranty and a lifetime APEX warranty.

Background:

The Liberty Community Center opened in February of 1992. The current flooring in the men's and women's locker rooms is tile and original to the facility. Over the past

several years, the tiles in the shower and restroom areas in both locker rooms have become more difficult to keep clean. Additionally, the tile along the cove base has been breaking in numerous areas.

The staff researched options to upgrade the locker room flooring that would provide an easier cleaning surface while providing a safe, non-slip surface. It was determined that an epoxy concrete coating system would meet the criteria. Several vendors were contacted with three reviewing the project. After meeting with staff and walking through the project with each vendor, two submitted proposals:

APEX Concrete Coatings.....\$15,033
Unique Epoxy Designs.....\$16,825

APEX Concrete Coatings offered the lowest priced proposal of \$15,033. The original proposal did not include the coating of the shower troughs. After the addition of the troughs, APEX was still the lowest priced proposal at \$15,753.

The project began September 6 and was scheduled to be completed by September 18. When demolition of the tile began, Apex observed that the surface below the tile was unusable. The sub-surface had been saturated for quite some time and was turning into sand as the tile was being removed. A usable surface was discovered approximately 4 inches below the tile. A total of 40,000 pounds of concrete and tile was removed from the men's and women's locker rooms. Upon completion of the demolition portion of the project, APEX prepared the floor for the concrete coating, which included building ADA-compliant ramps in areas going to the lockers and pool deck.

APEX completed the concrete coating on October 14. Due to the unexpected demo and prep work needed for completion of the project, the final cost was \$40,403.88. The concrete coating comes with a 15-year product warranty and a lifetime APEX warranty.

This project is funded through the Liberty Community Center operations budget. Staff requests approval of a contract and expenditure not to exceed \$40,403.88 with APEX Concrete Coating for renovations to the men's and women's locker room flooring at the Liberty Community Center.

Previous Action (if applicable):

NA

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
x Other: Park Board	Completed/Recommended: November 3, 2022

Financial Considerations:

Budgeted:	Line Item: 65.60.491.14.5571	Amount: 40,403.88
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	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - Locker Room Flooring Project

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT AND EXPENDITURE WITH APEX
CONCRETE COATINGS, FOR EMERGENCY RENOVATIONS OF THE MEN'S AND
WOMEN'S LOCKER ROOM FLOORING AT THE LIBERTY COMMUNITY CENTER

WHEREAS, during the demolition portion of the tile of the locker room flooring, the contractor discovered that the surface below the tile was unusable. The sub-surface had been saturated over the years turning the concrete into sand as the tile was being removed. A usable surface was found approximately four inches below the tile. The complexity of the project caused a significant increase in time thus creating an increase in price from \$15,753.00 to \$40,403.88.

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and APEX CONCRETE COATINGS, 6148 Ward Parkway, Kansas City, MO 64113, in an amount not exceed FORTY THOUSAND FOUR HUNDRED THREE and 88/100 DOLLARS (\$40,403.88) for renovations of the locker room flooring at the Liberty Community Center, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the agreement described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____ (CONT.)

Approved by the Mayor this _____ day of _____, 2022.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-268

Department: Administration

Submitted By: Janet Pittman, Deputy City Clerk

Subject: ANNEXATION RELATED AGREEMENTS (NORTHPOINT DEVELOPMENT)

1. ORDINANCE APPROVING A RELEASE AND INDEMNIFICATION AGREEMENT BETWEEN THE CITY OF LIBERTY AND NORTHPOINT DEVELOPMENT, LLC FOR REIMBURSEMENT AND INDEMNIFICATION FOR THE FUNDS PAID TO THE KEARNEY FIRE AND RESCUE PROTECTION DISTRICT

2. ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LIBERTY, MISSOURI AND THE KEARNEY FIRE AND RESCUE PROTECTION DISTRICT TO CONFIRM THE ANNEXATION AND PAYMENT OF DETACHMENT FUNDS IN AN AMOUNT NOT TO EXCEED \$5,000.00

Summary:

- Detachment of property involves payments to the governmental entity losing territory by the governmental entity acquiring the territory.
- These costs (\$5,000.00) are appropriately part of the development cost and assumed by the developer, Northpoint Development LLC.

Background:

As part of the Northpoint Development Project, the developers proposed a voluntary annexation of certain properties into the City of Liberty. Those properties were located in the Kearney Fire and Rescue Protection District. Annexation of those properties involved detaching the area from the Kearney Fire and Rescue Protection District and annexing them into the City of Liberty. Thereby making them part of the service area for the Liberty Fire Department.

Such detachment involves payments to the governmental entity losing territory by the governmental entity acquiring the territory. These costs are appropriately part of the development cost and assumed by the Northpoint Development. Northpoint Development will provide payment to the City of Liberty. The City of Liberty will make payment to Kearney Fire and Rescue Protection District.

Previous Action (if applicable):

Ordinance No. 11489 approved November 8, 2021 - Providing for the Annexation of Unincorporated Territory described as the Tierney Annexation Area and the Extension of the Corporate Limits of the City of Liberty

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: 10.1405	Amount: \$5,000.00
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Northpoint Indemnification Agreement Ordinance
2. Northpoint Release and Indemn Agr_Annexation
3. Intergovernment Agreement with Kearney Fire
4. Agr with Kearney Fire_re annexation

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A RELEASE AND INDEMNIFICATION AGREEMENT
WITH NORTHPOINT DEVELOPMENT, LLC

WHEREAS, Ordinance No. 11489 was approved November 8, 2021 providing for the annexation of unincorporated territory described as the Tierney Annexation area and the extension of the corporate limits of the City of Liberty; and

WHEREAS, annexation of such property involved detaching the area from the Kearney Fire & Rescue Protection District and annexing into the City of Liberty, thereby making it part of the service area for the Liberty Fire Department; and

WHEREAS, such detachment involves payment to the governmental entity losing territory by the governmental entity acquiring the territory. These costs are part of the development costs and assumed by the Northpoint Development, LLC;

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a Release and Indemnification Agreement by and between the City of Liberty, Clay County, Missouri and Northpoint Development, LLC, including remittance of FIVE THOUSAND THOUSAND AND 00/100 DOLLARS (\$5,000.00) to be paid to Kearney Fire & Rescue Protection District. A copy of said agreement being incorporated by reference and available for review by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____(CONT.)

APPROVED by the Mayor this ____ day of _____, 2022.

MAYOR

RELEASE AND INDEMNIFICATION AGREEMENT

This Release and Indemnification Agreement ("Agreement") is made effective this ____ day of _____, 2022 by and between the Mayor, Councilmen and Citizens of the City of Liberty, Missouri ("Liberty") and NorthPoint Development, LLC, a Missouri limited liability company, and its successors and assigns ("NorthPoint") (each a "Party" and collectively the "Parties").

RECITALS

A. Liberty annexed certain unincorporated lands into the boundaries of the City of Liberty, Missouri on _____, _____ 2021 (the "Property") which is legally described in Exhibit A, attached hereto (the "Annexation"). NorthPoint is the owner of the Property. Pursuant to RSMo 321.322, Liberty entered into an agreement to pay the Kearney Fire Protection District ("Fire District") a lump-sum to compensate the Fire District for certain future tax payments lost as a result of the Annexation (the "Payment").

B. NorthPoint has agreed to pay \$5,000 to Liberty to reimburse Liberty for the Payment (the "Reimbursement Payment").

C. As a condition for NorthPoint's payment of the Reimbursement Payment, Northpoint requires that Liberty release, defend, indemnify, and hold NorthPoint harmless in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the payments, promises and covenants contained herein, the parties agree as follows:

1. Release of NorthPoint. In consideration of the Reimbursement Payment and the mutual covenants, promises, releases, and conditions set forth herein, Liberty, and it's agents, insurers, successors and assigns, do hereby irrevocably and unconditionally release, acquit, and forever discharge NorthPoint and it's successors and assigns, from any and all claims, whether arising in law or equity or upon contract, the common law or in tort or under any state law or federal law or otherwise, including but not limited to any and all demands, rights, lawsuits, actions, crossclaims, counterclaims, third party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, losses, expenses, and causes of action, of every kind and nature, including, but not limited to, a demand for contribution and/or indemnification, whether known or unknown, which the Liberty now has or may have at any time in the future against Northpoint which arise out of or are in connection with the Annexation, the Payment, or the Reimbursement Payment.

2. Indemnification of NorthPoint. Liberty shall indemnify, defend, and hold NorthPoint and its successors and assigns harmless from, against and with respect to any claim, liability, obligation, loss, damage, assessment, judgment, cost and expense of any kind or character arising out of or relating or attributable to, directly or indirectly, liabilities or obligations associated with the Annexation, the Payment to the Fire District, or the Reimbursement Payment.

3. Complete Agreement. This Agreement fully incorporates the entire agreement and understanding of the Parties, and there are no other oral or written agreements or understandings in effect among the Parties relating to the subject matter of this Agreement. This Agreement supersedes all prior statements, representations, or warranties, oral or written, express or implied, regarding the subject matter of this Agreement. No promise, representation, or agreement not expressed in this Agreement has been made to any Party.

4. Voluntariness. The Parties hereby acknowledge that this Agreement has been carefully read, that the contents hereof are fully known and understood, that the execution of this Agreement is the free and voluntary act of each of the undersigned, and that no Party is relying upon the advice, statement, or representation made to them by any other Party or any other Party's agents, representatives, or attorneys. Each Party is relying solely upon their own judgment and advice of their respective counsel.

5. Construction. All Parties have cooperated in the drafting and preparation of this Agreement. Thus, the Agreement should not be construed against or for any Party.

6. No Oral Modifications. This Agreement may not be changed, altered, or amended orally. No modification to this Agreement shall have any force or effect unless mutually agreed to in a writing signed by all Parties.

7. Governing Law. All aspects of this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Missouri.

8. Headings. The headings in this Agreement are inserted for convenience or reference only and are not intended to limit or affect the meaning or interpretation of this Agreement.

9. Severability. If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be invalid, illegal, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible, and that such added provision will be legal, valid, and enforceable.

10. Counterparts and Copies. This Agreement may be executed in multiple counterparts, each, and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument and shall have the same force and effect as if all signatures appeared on the same original. Copied, digitally imaged or facsimile signatures shall be deemed originals.

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

CITY OF LIBERTY:

By: _____

COMPANY:

NorthPoint Development, LLC,
a Missouri limited liability company

By: _____
Nathaniel Hagedorn, Manager

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

A tract of land containing 399.309 acres of land lying in the Southeast and Southwest quarters of Section 20 and the Northeast, Northwest and Southwest quarters of Section 29, Township 52 North, Range 31 West, all lying East of Interstate 35 and North of US Highway 69, Clay County Missouri, being the same lands held in title by the James P. Tierney Revocable Trust and Hallmark Cards, Inc. and further described as follows:

Beginning at a 5/8ths inch bar monumenting the section corner common to Sections 20, 21, 28 & 29; Thence South 00° 24' 27" West, along the section line, 1108.96 feet, more or less, to the common line between said Tierney lands and Hallmark lands; Thence continuing along said line 791.07 feet to the North right of way line of US 69; Thence Southwesterly along said right of way line for the following nine courses: Course 1 - South 79° 11' 44" West 399.41 feet; Course 2 - South 83° 29' 05" West 200.56 feet; Course 3 - South 79° 11' 44" West 100.00 feet; Course 4 - South 74° 54' 24" West 200.56 feet; Course 5 - South 79° 11' 44" West 379.40 feet; Course 6 - Curve Left, Radius 2939.79 feet, Length 585.54 feet, Chord Length 584.57 feet, Chord Bearing South 73° 29' 23" West; Course 7 - South 69° 34' 14" West 102.82 feet; Course 8 - South 61° 59' 49" West 102.82 feet; Course 9 - Curve Left, Radius 2939.79 feet, Length 520.12 feet, Chord Length 519.44 feet, Chord Bearing South 58° 42' 55" West to the East-West centerline of Section 29; Thence South 89° 45' 09" West 165.47 feet to the center corner of said Section 29 as monumented by a 3.5" aluminum Monument stamped J&J Survey, KS 232; Thence South 00° 13' 11" East 127.43 feet to the North right of way line of US 69; Thence Southwesterly along said right of way line for the following nine courses: Course 1 - South 51° 41' 44" West 286.79 feet; Course 2 - South 60° 13' 35" West 101.12 feet; Course 3 - South 51° 41' 44" West 1000.00 feet; Course 4 - South 43° 09' 54" West 101.12 feet; Course 5 - South 51° 41' 44" West 350.00 feet; Course 6 - South 57° 24' 23" West 100.50 feet; Course 7 - South 51° 41' 44" West 100.00 feet; Course 8 - South 45° 59' 06" West 100.50 feet; Course 9 - South 51° 41' 44" West 762.31 feet to the East right of way line of Edgar Petty Road; Thence North 62° 22' 05" West 114.17 feet along said right of way; Thence North 03° 25' 31" 163.60 feet along said right of way; Thence North 15° 50' 10" East 367.85 feet along said right of way; Thence North 15° 24' 26" East 1082.37 feet along said right of way; Thence North 13° 43' 20" East 808.63 feet along said right of way; Thence North 22° 34' 52" East 1233.52 feet along said right of way; Thence North 67° 25' 08" West 5.00 feet along said right of way; Thence North 25° 56' 51" East 510.88 feet along said right of way; Thence North 19° 58' 43" East 550.58 feet along said right of way; Thence North 12° 39' 01" East 47.19 feet to the section line common between Sections 20 & 29 and the common line between the Hallmark and Tierney lands; Thence South 89° 39' 03" West 1.59 feet to the East right of way line of I-35; Thence North 12° 51' 26" East 155.50 feet along said right of way; Thence North 22° 47' 00" East 2000.00 feet along said right of way; Thence North 30° 45' 11" East 252.44 feet along said right of way; Thence North 22° 47' 00" East 350.00 feet along said right of way; Thence North 47° 00' 40" East 109.66 feet along said right of way; Thence North 22° 47' 00" East 46.52 feet along said right of way to the East-West centerline of Section 20; Thence North 89° 37' 03" East, along said centerline, 1524.37 feet to the East line of the Tierney lands common with lands of the Stroud Family Trust; Thence South 00° 05' 21" West 2646.37 feet along said common property line to the section line between Sections 20 & 29; Thence North 89° 38' 35" East, along said common property line and section line, 850.74 feet to the Point of Beginning.

Note: This description and the surveys it relies on are based on Grid North, Missouri State Plane, West Zone. It was authored by Tobin R. Roberts, Mo. PLS 2001015269.

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LIBERTY, MISSOURI AND THE KEARNEY FIRE &
RESCUE PROTECTION DISTRICT

WHEREAS, Ordinance No. 11489 was approved November 8, 2021 providing for the annexation of unincorporated territory described as the Tierney Annexation area and the extension of the corporate limits of the City of Liberty; and

WHEREAS, annexation of such property involved detaching the area from the Kearney Fire & Rescue Protection District and annexing into the City of Liberty, thereby making it part of the service area for the Liberty Fire Department; and

WHEREAS, such detachment involves payment to the governmental entity losing territory by the governmental entity acquiring the territory. These costs are part of the development costs and assumed by the Northpoint Development, LLC, and reflected in the Release and Indemnification Agreement;

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an Intergovernmental Agreement by and between the City of Liberty, Clay County, Missouri and the Kearney Fire and Rescue Protection District in an amount not to exceed FIVE THOUSAND THOUSAND AND 00/100 DOLLARS (\$5,000.00). A copy of said agreement being incorporated by reference and available for review by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____(CONT.)

APPROVED by the Mayor this ____ day of _____, 2022.

MAYOR

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LIBERTY, MISSOURI
AND THE KEARNEY FIRE AND RESCUE PROTECTION DISTRICT**

Dated and Effective as of the ____ day of _____, 2022

By

The City of Liberty, Missouri, a Missouri Special Charter City

And

The Kearney Fire and Rescue Protection District, a Missouri Fire Protection District organized under
Chapter 321, Revised Statutes of the State of Missouri;

Each being a public body corporate and a duly organized, authorized, and empowered political
subdivision of the State of Missouri.

This Intergovernmental Agreement (the Agreement; Agreement) is entered into by the Mayor, Councilmen and Citizens of the City of Liberty, Missouri (the City), and the Kearney Fire and Rescue Protection District (the District), for the purposes of addressing and settling the provision of services and taxing authority in certain geographical areas (the Territory) currently lying within the boundaries of the District, but annexed by ordinance of the City in November, 2021.

Witnesseth:

Whereas, the City of Liberty and the Kearney Fire and Rescue Protection District (the Parties) are both political subdivisions in the State of Missouri; and

Whereas, each is empowered by the Revised Statutes of the State of Missouri to enter into contracts; and

Whereas, the City of Liberty has undertaken annexation of certain land, for which fire protection services are currently provided by the Kearney Fire and Rescue Protection District; and

Whereas, the Kearney Fire and Rescue Protection District has the power of taxation in the area subject to the annexation, with a taxpayer approved property tax mill levy, and mill levy for bonded indebtedness; and

Whereas, the parties recognize and acknowledge that the Revised Missouri Statutes Chapters 321.322 et seq and 321.330 directly address this situation, providing a statutory process and remedy for an annexation of this type; and

Whereas, the parties, having discussed and negotiated the issues by and through legal counsel have determined to address the matter through an intergovernmental agreement between the City and the District as allowed by RSMO 321.322.

NOW, THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants, and undertakings of the parties hereinafter set forth, and the public purposes herein contained and provided for, the City and District, in settlement of any and all conditions and disputes in this matter, do covenant, agree, and bind themselves as follows:

1. **Effect; Term:** This Agreement shall become effective and binding upon each Party immediately upon the adoption of the Agreement by its respective governing Board or Council, and shall have an effective date as of the adoption by the last of the two Parties. The Agreement shall have no limited term; but shall be permanent in its severance of the Territory from the District and addition to the City.
2. **Method of Adoption:** Adoption of the Agreement may be by ordinance or resolution of the governing body in accordance with its customs or requirements; provided that any form of adoption by approval of a majority of the elected governing body of one of the Parties shall be sufficient to bind the Party and establish the effectiveness of the Agreement. Each Party agrees to provide the other with proof of adoption via meeting minutes, signed resolution, or signed ordinance as appropriate, and include adoption documents with this Agreement as exhibits hereto.
3. **The Territory:** This Agreement shall only be effective as to the property herein listed by legal description, and attached as Exhibit A to this Agreement. No other area or territory shall be governed by this Agreement, and additional future annexed territories shall require a separate agreement for each process.
4. **Representations, Warranties, Obligations:** In furtherance of the public purposes of this Agreement each party hereby represents and warrants to each other, and agrees to the following mutual obligations:
 - a. Authority. Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Missouri, to include, without limitation, the Missouri Sunshine Law RSMO 610 et seq.
 - b. Public Purpose. This Agreement and the actions contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Missouri. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this agreement (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the laws of the State of Missouri; (iii) does not authorize the creation of a new or ongoing debt for either party as contemplated by MO. Const.; and (iv) does not otherwise prevent free legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successors in accordance with its terms.
 - c. Mutual Obligations of the City and District. The Parties further agree as follows:
 - i. That beginning at 12:01 a.m. on the first of the month following the execution of this Agreement by the Parties, the City shall take over provision of all fire

- department response services to the Territory, and District shall at that same time cease all fire service response to the Territory; and that on said date Territory shall become the sole responsibility of the City, part of the municipal corporate boundary, and shall no longer be considered part of the District for any purpose, except as may be herein provided;
- ii. That beginning on January 1, 2023, the Territory shall become subject to any City mill levy duly authorized and in effect at that time, and the District shall permanently cease to levy and collect taxes in the Territory except as noted in “iii”, below;
 - iii. That the District shall continue to collect the proceeds of any current mill levy for the year 2022, including all payments of 2022 taxes made after December 31, 2022; but the payment of all said taxes owed by individuals shall not be a responsibility of the City or a condition placed upon them;
 - iv. That the District shall assist where possible, upon City’s request, with any required changes to be made to the tax rolls for Clay County, Missouri;
 - v. That in recognition of and as consideration for this Agreement, expediting the statutory process of RSMO 321.322 and 321.330 for this annexation, the City agrees to pay the District a sum of five thousand dollars (\$5,000.00), payable on the first of the month after the execution of this Agreement by both Parties without further demand;
 - vi. That the completion of the terms and conditions of this Agreement shall permanently and irrevocably sever the Territory subject to this Agreement from the District.
5. **Severability:** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.
 6. **Construction; Exhibits:** The parties hereto acknowledge that this Agreement was jointly negotiated and reviewed by them, and therefore no provision of this Agreement shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.
 7. **Entire Agreement:** This Agreement, along with any Exhibits attached hereto, constitute the entire agreement of the Parties with respect to the subject matter herein, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall have any force or effect. Any modifications to the terms of this Agreement shall be reduced to writing and subject to the approval of both parties.

8. **Relationships of the Parties:** Notwithstanding anything in this Agreement to the contrary, the parties are not and shall not be considered as joint venturers, partners, or agents of the other and neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.
9. **Notice Provisions:** Any notice required by this Agreement or enforcement of it provisions shall be deemed effective if provided by first class mail, or personal delivery, to the parties and addresses herein:

The City:
Mayor of Liberty
c/o City Clerk

Liberty, MO

The District:
Todd Gustafson,
Chairperson of the Board
c/o Fire Chief
201 E. 6th St.
Kearney, MO 64060

10. **Governing Law:** This Agreement and all rights and obligations of the Parties shall be construed under and according to the governing laws of the State of Missouri, and the Parties agree any action arising from this Agreement shall be brought in the Circuit Court for Clay County, Missouri, acknowledged as the Court of jurisdiction and proper venue.
11. **Execution of Counterparts:** This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
12. **Survival of Representations:** All terms, conditions, covenants, representations, and warranties contained in this Agreement, or any certificate or other writing delivered pursuant hereto or in connection herewith shall survive indefinitely (or for any lesser period stated herein) any investigation made by the parties, as well as the adoption of the Ordinance(s) contemplated herein.

IN WITNESS WHEREOF, the City and District have caused this Agreement to be executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the date first above written.

**The Mayor, Councilmen and Citizens of the
City of Liberty:**

By:

Mayor, Liberty Missouri

Attest:

By:

City Clerk, Liberty, Missouri

Kearney Fire Protection District:

By:

Todd Gustafson, Chairperson,
Kearney Fire District

Attest:

By:

Secretary, Kearney Fire District



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-272

Department: Administration

Submitted By: Janet Pittman, Deputy City Clerk

Subject: ORDINANCE ACCEPTING A SPECIAL WARRANTY DEED FROM HALLMARK CARDS INCORPORATED FOR LAND PURCHASED FOR FIRE STATION #3

Summary:

- Accept a Special Warranty Deed from Hallmark for the purchase of land associated with expansion of Fire Station #3.

Background:

The Fire Department budgeted in 2022 for the remodel/expansion of Fire Station #3 in order to add living quarters for more crew members at this station. The station is located on a small lot that does not allow for expansion. City staff reached out to Hallmark Cards, which owns the land around Fire Station #3. Hallmark agreed to sell the City 5+ acres of land around Fire Station #3 for \$20,000.00. This action will accept a Special Warranty Deed from Hallmark for the land purchase.

Previous Action (if applicable):

CITY COUNCIL APPROVED PURCHASE OF LAND ON SEPTEMBER 26, 2022 FOR \$20,000.00.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Warranty Deed for FS3 Ord

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A SPECIAL WARRANTY DEED FROM HALLMARK
CARDS INCORPORATED FOR LAND PURCHASED FOR FIRE STATION #3

WHEREAS, on September 26, 2022, City Council approved the purchase of land from Hallmark to facilitate expansion of Fire Station #3 living quarters in the amount of \$20,000.00;

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an ordinance accepting a Special Warranty Deed from Hallmark Cards Incorporated, 2501 McGee Street, Kansas City, Missouri 64108, conveying to the City of Liberty certain real estate as legally described within the deed (Exhibit A).

SECTION II

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2022.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-280

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: 2022 STREET RESTORATION PROJECT

- 1. ORDINANCE APPROVING A FINAL CONTRACT AMENDMENT FOR CITY OF LIBERTY PROJECT 22-002, 2022 STREET MAINTENANCE PAVEMENT RESTORATION BY DECREASING THE CONTRACT BY \$98,067.48 FROM \$1,732,320.50 TO A NOT TO EXCEED AMOUNT OF \$1,634,253.02.**
- 2. RESOLUTION ACCEPTING CITY OF LIBERTY PROJECT 22-002, 2022 STREET MAINTENANCE PAVEMENT RESTORATION**

Summary:

- Approve a final Ordinance amending the contract with Metro Asphalt, Inc. for City of Liberty Project 22-002, 2022 Street Maintenance Pavement Restoration
 - Amendment decreases the contract amount by \$98,067.48
 - Provides a final quantity reconciliation which includes material pricing adjustment
- Approve a Resolution accepting City of Liberty Project 22-002, 2022 Street Maintenance Pavement Restoration
 - Allows final payment and release of retainage

Background:

This action is to reconcile the final contract amount for City of Liberty project 22-002, 2022 Street Maintenance Pavement Restoration. Final reconciliation involves the reconciliation of all contract line items and negotiated cost adjustments resulting from material price increases. The original contract with Metro Asphalt Inc. was authorized on May-09-2022 for an amount not to exceed \$1,732,320.50. This final reconciliation and material price adjustments reduce the final contract amount to \$1,634,253.02. The \$98,067.48 net decrease results from variations in estimated quantities and conservative allowances within City staff's estimates.

The project saw the milling, overlaying and replacing of striping for approximately 11 lane miles.

Staff recommends the following actions:

1. Approve a final Ordinance amending the contract with Metro Asphalt, Inc. for City of Liberty Project 22-002, 2022 Street Maintenance Pavement Restoration from \$1,732,320.50 to \$1,634,253.02.
2. Approve a Resolution accepting City of Liberty Project 22-002, 2022 Street Maintenance Pavement Restoration thereby allowing release of all payments, including retainage.

Previous Action (if applicable):

- Approved a \$1,754,895.00 contract with Metro Asphalt, Inc., on May-09-2022

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended:02/10/2022
Public Safety Sales Tax Oversight Committee	Completed/Recommended: NA
Budget Committee	Completed/Recommended: NA
Other:	Completed/Recommended: NA

Financial Considerations:

X	Budgeted:	Line Item: 50.75.604.36.7515	Amount: \$560,000.00
		Line Item: 52.75.607.14.5501	Amount: \$1,040,000.00
		Line Item: 50.77.653.36.7510	Amount: \$154,895.00
		Revenue Line (if applicable):X	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. 2022-280 Ammend 2022 Overlay- ORD
2. 2022-280 Accept 2022 Overlay - Res
3. Change Order

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 11592 APPROVING A CONTRACT
WITH METRO ASPHALT, INC. FOR CITY OF LIBERTY PROJECT 22-002, 2022
STREET MAINTENANCE PAVEMENT RESTORATION

WHEREAS, on May 09, 2022 City Council approved Ordinance No. 11592
accepting a contract with a not to exceed amount of \$1,732,320.50;

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby amends
Ordinance No. 11592 approving a contract by and between the City of Liberty and Metro
Asphalt, Inc. for City of Liberty Project 22-002, 2022 Street Maintenance Pavement
Restoration on an amendment to decrease the agreement by NINETY EIGHT
THOUSAND SIXTY-SEVEN AND 48/100 DOLLARS (\$98,067.48) from ONE MILLION
SEVEN HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED TWENTY AND
50/100 DOLLARS (\$1,732,320.50) to ONE MILLION SIX HUNDRED THIRTY-FOUR
TWO HUNDRED FIFTY-THREE AND 02/100 DOLLARS (\$1,634,253.02) to provide a
final quantity and material price adjustment reconciliation. A copy of said amendment
being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in
Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the
City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2022.

MAYOR

RESOLUTION NO. _____

A RESOLUTION ACCEPTING CITY OF LIBERTY PROJECT 22-002, 2022 STREET
MAINTENANCE PAVEMENT RESTORATION

WHEREAS, the project has been completed by Metro Asphalt, Inc. and

WHEREAS, the project has been constructed in accordance with the plans and
specifications of the City of Liberty;

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby
accept City of Liberty Project 22-002, 2022 Street Maintenance Pavement Restoration;

PASSED by the City Council of Liberty, Clay County, Missouri, this _____ day
of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Change Order Report - 2022 Street Restoration and Resurfacing

Title			Final Reconciliation and Material Price Adjustment								
Change Type			Change Order								
Change Order Initiator			Joshua Martinez, City of Liberty								
Serial Number			101								
Change Order Number			1								
Working Days Adjustment			0								
Item #	Description	Unit of Measure	Bid Quantity (Original)	Unit Cost	Bid Total Cost	Bid Quantity (Previously Adjusted)	Bid Total Cost (Previously Adjusted)	New Contract Total Quantity (this change order)	Price this Change Order	Adjustment this Change Order	Reason
1	Cold Milling	SY	188205	\$1.90	\$357,589.50	188205	\$357,589.50	173501	\$329,651.90	\$(27,937.60)	Final Reconciliation
2	1.5 in Asphaltic Concrete Surface Type 5-01	TN	18608.77	\$70.75	\$1,316,570.48	18608.77	\$1,316,570.48	17567.71	\$1,242,915.48	\$(73,655.00)	Final Reconciliation
3	Striping Thermoplastic - 6 in Solid White Cross Walk	LF	474	\$5.50	\$2,607.00	474	\$2,607.00	125	\$687.50	\$(1,919.50)	Final Reconciliation
4	Striping Thermoplastic - 24 in Stop Bar	LF	263	\$27.00	\$7,101.00	263	\$7,101.00	241	\$6,507.00	\$(594.00)	Final Reconciliation
5	Striping Thermoplastic Turn Arrow	EA	11	\$275.00	\$3,025.00	11	\$3,025.00	4	\$1,100.00	\$(1,925.00)	Final Reconciliation
6	Striping Thermoplastic - 4 in Skips Yellow	LF	8674	\$0.40	\$3,469.60	8674	\$3,469.60	1282	\$512.80	\$(2,956.80)	Final Reconciliation
7	Striping Thermoplastic - 6 in Solid White Edge Line	LF	4858.98	\$1.55	\$7,531.42	4858.98	\$7,531.42	778	\$1,205.90	\$(6,325.52)	Final Reconciliation
8	Striping Thermoplastic - 4 in Solid Double Yellow	LF	7770	\$2.10	\$16,317.00	7770	\$16,317.00	18936	\$39,765.60	\$23,448.60	Final Reconciliation

9	Striping Thermoplastic - R.R. Symbols	EA	1	\$1,100.00	\$1,100.00	1	\$1,100.00	1	\$1,100.00	\$0.00	Final Reconciliation
10	Shoulder Type 2 Top Soil	SY	1574	\$16.00	\$25,184.00	1574	\$25,184.00	0	\$0.00	\$(25,184.00)	Final Reconciliation
11	Full Depth Pavement Repair	SY	240	\$60.00	\$14,400.00	240	\$14,400.00	32.3	\$1,938.00	\$(12,462.00)	Final Reconciliation
Allowance											
Change Order Items											
CO# 1 A	Blacklidge Extra Cost for Specified Material	LS	0	\$8,868.84	\$0.00	0	\$0.00	1	\$8,868.84	\$8,868.84	
Change Order Comments: • Oct 25 2022 02:00 pm - Joshua Martinez Final Reconciliatory change order for the closing of the contract. Metro applied for additional Force Majeure payment totaling \$17,736.67 on 10-21-2022. City staff did not concur with ton Change Order resulting from an increase in cost realted to a contractually specified material supplier the unilateral adjustment of a previously agreed upon price. • Oct 25 2022 04:03 pm - Joshua Martinez Final Reconciliatory change order for the closing of the contract as well as material price adjustment of \$8,868.84. • Oct 25 2022 04:04 pm - Joshua Martinez Final Reconciliatory change order for the closing of the contract as well as material price adjustment of \$8,868.84.											

ATTACHED FILES:



Joshua Martinez <jmartinez@libertymo.gov>

22-002 Overlay

1 message

Joshua Martinez <jmartinez@libertymo.gov>

Mon, Oct 24, 2022 at 4:58 PM

To: Dan O'Donnell <dodonnell@metroasphalt.net>

Cc: Sherri McIntyre <smcintyre@libertymo.gov>, John Findlay <jfindlay@libertymo.gov>, Scott Baird <sbaird@libertymo.gov>

Dan,

After reviewing the files you submitted relating to the Blacklidge Price Increase the City has come to the following conclusions:

The increase in cost to you by your supplier does not meet the criteria for Force Majeure. For the increase in price to be considered applicable for Force Majeure the increase in cost would need to be related to an "act of God". Per the documentation provided this does not appear to be the case. While the supplier did renege on their quoted price the City cannot under the contracts Force Majeure terms make full compensation. However as the City did specify to continue using the specified product we can compensate for 50% of the \$17,737.67 (\$8,868.84).

--

Sincerely,

Joshua Martinez, I.E. | Capital Projects Engineer

w. 816-439-4502 | c. 816-681-5621

e. jmartinez@libertymo.gov | www.libertymissouri.gov

City of Liberty, Missouri · Public Works



Joshua Martinez <jmartinez@libertymo.gov>

22-002 (Overlay End of Contract)

13 messages

Joshua Martinez <jmartinez@libertymo.gov>

Wed, Sep 7, 2022 at 3:13 PM

To: Dan O'Donnell <dodonnell@metroasphalt.net>

Cc: Anita Bisby <abisby@metroasphalt.net>, John Findlay <jfindlay@libertymo.gov>, Scott Baird <sbaird@libertymo.gov>

Dan,

Hope you had a good holiday weekend.

From what I understand there is only a minor portion of striping remaining prior to the project work being completed. I wanted to touch base and see whether or not there were any outstanding issues you wanted to address/clarify prior to applying for the 2nd and final pay application.

I also wanted to thank you and your crew for a job well done, your team's promptness on Leonard and other key roads is appreciated.

--

Sincerely,

Joshua Martinez, I.E. | Capital Projects Engineer

w. 816-439-4502 | c. 816-681-5621

e. jmartinez@libertymo.gov | www.libertymissouri.gov

City of Liberty, Missouri · Public Works

Dan O'Donnell <dodonnell@metroasphalt.net>

Fri, Sep 9, 2022 at 2:06 PM

To: Joshua Martinez <jmartinez@libertymo.gov>

Cc: Anita Bisby <abisby@metroasphalt.net>, John Findlay <jfindlay@libertymo.gov>, Scott Baird <sbaird@libertymo.gov>, Russell Buehler <rbuehler@metroasphalt.net>

HEY JOSHUA,

HOPE YOUR HOLIDAY WAS GOOD AS WELL. WE WILL BE SUBMITTING A PARTIAL THIS MONTH AS I BELIEVE THERE IS SOME STRIPING TO BE COMPLETED ON RIDGEWAY AND

I'LL BE COMPILING INFO ON THE ULTRATAK AS IT WAS INCREASED BEYOND OUR CONTROL "FORCED MAJEURE" AND SUBMITTING IN THE FINAL PAYMENT.

THANKS FOR THE COMPLIMENT ON OUR WORK, I'LL PASS IT ON TO THE GUYS. THEY DID WORK HARD IN TRYING TO DELIVER A GOOD FINISH WITH MINIMAL DELAY OR

INCONVIENENCE.

SCOTT WAS GREAT IN THE FIELD IN EXPRESSING THE CITY'S CONCERNS TO DOUG OUR SUPERINTENDENT AND WORKING OUT ANY ISSUES.

ANITA WILL BE SENDING YOU A PARTIAL ESTIMATE TODAY.

SHOULD YOU HAVE ANY QUESTIONS PLEASE CALL ME AT 816-564-4134

THANKS,

DAN O'DONNELL – METRO ASPHALT, INC.

[Quoted text hidden]

Joshua Martinez <jmartinez@libertymo.gov> Fri, Sep 9, 2022 at 3:18 PM
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Cc: Anita Bisby <abisby@metroasphalt.net>, John Findlay <jfindlay@libertymo.gov>, Scott Baird <sbaird@libertymo.gov>, Russell Buehler <rbuehler@metroasphalt.net>

Dan,

Sounds good. Once you submit the documentation for the Ultratack I will look it over and go from there.

[Quoted text hidden]

Dan O'Donnell <dodonnell@metroasphalt.net> Fri, Sep 9, 2022 at 3:21 PM
To: Joshua Martinez <jmartinez@libertymo.gov>

YES SIR,

THANK YOU.

[Quoted text hidden]

Joshua Martinez <jmartinez@libertymo.gov> Mon, Oct 3, 2022 at 9:44 AM
To: Dan O'Donnell <dodonnell@metroasphalt.net>

Dan,

Touching base to see if you had a time frame for submitting for the final pay application.

[Quoted text hidden]

Joshua Martinez <jmartinez@libertymo.gov> Mon, Oct 10, 2022 at 5:43 PM
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Cc: Anita Bisby <abisby@metroasphalt.net>, John Findlay <jfindlay@libertymo.gov>

Dan,

We are hoping to close out and take the project to council for acceptance by the end of this month. Do you have a timeline for the final pay app and any claims (Force Majeure)?

[Quoted text hidden]

Dan O'Donnell <dodonnell@metroasphalt.net> Tue, Oct 11, 2022 at 4:12 PM
To: Joshua Martinez <jmartinez@libertymo.gov>
Cc: Anita Bisby <abisby@metroasphalt.net>, John Findlay <jfindlay@libertymo.gov>

JOSHUA,

I WILL BE SENDING YOU INFO ON THE ULTRATAC THIS WEEK.

YOU CAN REVIEW IT AND WE'LL DO FINAL NEXT WEEK ONCE WE ARE IN AGREEMENT.

THANKS,

[Quoted text hidden]

Joshua Martinez <jmartinez@libertymo.gov>
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Cc: Anita Bisby <abisby@metroasphalt.net>, John Findlay <jfindlay@libertymo.gov>

Tue, Oct 11, 2022 at 4:23 PM

Dan,

Sounds good and thank you!

[Quoted text hidden]

Joshua Martinez <jmartinez@libertymo.gov>
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Cc: Anita Bisby <abisby@metroasphalt.net>, John Findlay <jfindlay@libertymo.gov>

Mon, Oct 17, 2022 at 10:40 AM

Dan,

The City needs to see the UltraTac info this week so we have sufficient time to review and communicate with you prior to the next Council meeting. Please have all documentation in no later than this Friday 10-21-2022.

[Quoted text hidden]

Dan O'Donnell <dodonnell@metroasphalt.net>
To: Joshua Martinez <jmartinez@libertymo.gov>
Cc: Anita Bisby <abisby@metroasphalt.net>, John Findlay <jfindlay@libertymo.gov>

Mon, Oct 17, 2022 at 12:49 PM

YES SIR, I WILL DO SO.

[Quoted text hidden]

Joshua Martinez <jmartinez@libertymo.gov>
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Cc: Anita Bisby <abisby@metroasphalt.net>, John Findlay <jfindlay@libertymo.gov>

Fri, Oct 21, 2022 at 8:55 AM

Dan,

Friendly reminder that I will be looking for any claims items related to the UltraTac today.

[Quoted text hidden]

Anita Bisby <abisby@metroasphalt.net>
To: Joshua Martinez <jmartinez@libertymo.gov>, Dan O'Donnell <dodonnell@metroasphalt.net>
Cc: John Findlay <jfindlay@libertymo.gov>

Fri, Oct 21, 2022 at 2:56 PM

Good afternoon,

I just submitted through Virtual PM a pay estimate for your review that includes all the related information on the UltraTac.

Thank you,

Anita K. Bisby

Office Manager

816-836-7400

[Quoted text hidden]

Joshua Martinez <jmartinez@libertymo.gov>

Fri, Oct 21, 2022 at 2:58 PM

To: Anita Bisby <abisby@metroasphalt.net>

Cc: Dan O'Donnell <dodonnell@metroasphalt.net>, John Findlay <jfindlay@libertymo.gov>

Thank you, I will start digging into it.

[Quoted text hidden]



Joshua Martinez <jmartinez@libertymo.gov>

FW: Blacklidge UltraTack Quote

3 messages

Dan O'Donnell <dodonnell@metroasphalt.net>
To: John Findlay <jfindlay@libertymo.gov>
Cc: Joshua Martinez <jmartinez@libertymo.gov>

Fri, Oct 21, 2022 at 3:51 PM

From: Wise Sullivan <WSullivan@blacklidge.com>
Sent: Wednesday, April 13, 2022 4:42 PM
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Subject: Blacklidge UltraTack Quote

Dan,

I appreciate and enjoyed our call today! I have attached a quote and a credit application. You will need to have that returned to order you first load on credit.

As discussed I will be there to support you in every way possible. Good luck with the letting! I look forward to working with you!

Kind Regards,

Wise Sullivan

Sales North Texas/Okahoma

wsullivan@blacklidge.com

405-589-9762

<https://www.linkedin.com/in/wise-sullivan>

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2 attachments



METRO ASPHALT, INC - APRIL 2022 - ULTRATAACK QUOTE.pdf
156K



BEI INC - CREDIT APPLICATION.pdf
66K

Dan O'Donnell <dodonnell@metroasphalt.net>
To: John Findlay <jfindlay@libertymo.gov>
Cc: Joshua Martinez <jmartinez@libertymo.gov>

Fri, Oct 21, 2022 at 3:53 PM

From: Dan O'Donnell <dodonnell@metroasphalt.net>
Sent: Thursday, April 14, 2022 3:58 PM
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Subject: RE: Blacklidge UltraTack Quote

LOOKS LIKE I'M GOING TO GET TO MEET YOU !

From: Dan O'Donnell
Sent: Wednesday, April 13, 2022 5:12 PM
To: Wise Sullivan <WSullivan@blacklidge.com>
Subject: RE: Blacklidge UltraTack Quote

THANKS WISE,

HOPEFULLY I'L BE WORKING WITH YOU ON THIS. LOOK FORWARD TO MEETING YOU.

DAN O !

[Quoted text hidden]

Dan O'Donnell <dodonnell@metroasphalt.net>
To: John Findlay <jfindlay@libertymo.gov>
Cc: Joshua Martinez <jmartinez@libertymo.gov>

Fri, Oct 21, 2022 at 3:56 PM

From: Caleb Barrington <CBarrington@blacklidge.com>
Sent: Monday, June 13, 2022 2:33 PM
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Cc: Russell Buehler <rbuehler@metroasphalt.net>; Anita Bisby <abisby@metroasphalt.net>
Subject: RE: Blacklidge UltraTack Quote

I understand and unfortunately we aren't going to be able to honor that pricing. I'm not sure why Wise told you he would hold it but they are not going to let me. Pricing was increased on May 23rd, please let me know if you would like to proceed.

From: Dan O'Donnell <dodonnell@metroasphalt.net>

Sent: Monday, June 13, 2022 2:25 PM

To: Caleb Barrington <CBarrington@blacklidge.com>

Cc: Russell Buehler <rbuehler@metroasphalt.net>; Anita Bisby <abisby@metroasphalt.net>

Subject: FW: Blacklidge UltraTack Quote

CALEB,

THIS PROJECT BID ON APRIL 14, 2022 AND I CALLED WISE TO LET HIM KNOW WE WERE LOW ON THE PROJECT.

TOLD HIM WHEN WE HAD A CONTRACT WE WOULD BE IN CONTACT TO GET THE BALL ROLLING.

THANKS,

DAN O'DONNELL – METRO ASPHALT, INC.

[Quoted text hidden]



Joshua Martinez <jmartinez@libertymo.gov>

FW: Metro Asphalt- 23 June 2022- UltraTack Quote

1 message

Dan O'Donnell <dodonnell@metroasphalt.net>
To: John Findlay <jfindlay@libertymo.gov>
Cc: Joshua Martinez <jmartinez@libertymo.gov>

Fri, Oct 21, 2022 at 3:57 PM

From: Caleb Barrington <CBarrington@blacklidge.com>
Sent: Thursday, June 16, 2022 7:28 AM
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Subject: Metro Asphalt- 23 June 2022- UltraTack Quote

Good Morning,

We will have a price increase again starting 6/23/22. Again this is out of my control but I promise to stay on top of it and when it's able to come back down I will be doing everything I can to get you the best price that I can. Please let me know if you have any questions or concerns.

Best Regards,

Caleb Barrington

Area Sales Manager

CBarrington@blacklidge.com

Mobile: 817-602-9793

www.Blacklidge.com

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Metro Asphalt- 23 June 2022- UltraTack Quote.pdf

131K



Joshua Martinez <jmartinez@libertymo.gov>

FW: ULTRATAACK

8 messages

Dan O'Donnell <dodonnell@metroasphalt.net>
 To: Joshua Martinez <jmartinez@libertymo.gov>

Thu, Jun 16, 2022 at 1:28 PM

JOSHUA,
 PLEASE GIVE ME A CALL AS SOON AS POSSIBLE.
 THANKS,
 DAN O!

-----Original Message-----

From: Dan O'Donnell

Sent: Monday, June 13, 2022 2:18 PM

To: cbarrington@blacklidge.comCc: Wise Sullivan <WSullivan@blacklidge.com>; Russell Buehler <rbuehler@metroasphalt.net>; Anita Bisby <abisby@metroasphalt.net>

Subject: FW: ULTRATAACK

CALEB,
 I HAD A PHONE CONVERSATION WITH WISE AT THE END OF MAY AND TOLD HIM WE WOULD BE ORDERING MATERIAL IN THE NEXT FEW WEEKS AS IT APPEARED WE WERE GOING TO GET STARTED AND HE SAID HE WOULD HOLD THAT PRICE FOR ME.
 YOU CAN SEE THE EXPIRATION DATE ON THE ATTACHED QUOTE, WE ANTICIPATE NEEDING APPROXIMATELY 20,000 GALLONS FOR THIS PROJECT. PLEASE REACH OUT TO WISE AND GET BACK TO ME.
 THANKS,
 DAN O'DONNELL - METRO ASPHALT, INC.

-----Original Message-----

From: Dan O'Donnell

Sent: Monday, June 13, 2022 12:58 PM

To: Wise Sullivan <WSullivan@blacklidge.com>Cc: Russell Buehler <rbuehler@metroasphalt.net>; Anita Bisby <abisby@metroasphalt.net>

Subject: ULTRATAACK

WISE,
 PLEASE GET A TANKER LOAD OF ULTRA TACK DROPPED AT OUR YARD THIS WEEK.
 WE ARE MILLING WEDNESDAY & THURSDAY THIS WEEK AND PLAN TO START PLACING ASPHALT ON TUESDAY 6-21-22.
 PLEASE LET ME KNOW YOU CAN SCHEDULE AN INFORMATIONAL VISIT WITH MY GUYS TO GET THEM FAMILIAR WITH "ULTRATAACK".
 ALSO CONTACT ME I WANT TO HAVE YOU SPEAK WITH OUR MECHANIC SO WE GET THE CORRECT SPRAY NOZELS ON THE DISTRIBUTOR.
 THANKS WISE,
 DAN O'DONNELL - METRO ASPHALT, INC.

**20220613125205325.pdf**

498K

Dan O'Donnell <dodonnell@metroasphalt.net>
 To: Joshua Martinez <jmartinez@libertymo.gov>

Thu, Jun 16, 2022 at 1:29 PM

JOSHUA,
 GIVE ME A CALL PLEASE.
 816-564-4134
 DAN O!

-----Original Message-----

From: Anita Bisby <abisby@metroasphalt.net>
Sent: Monday, June 13, 2022 2:00 PM
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Subject: FW: ULTRATAACK

-----Original Message-----

From: Caleb Barrington <CBarrington@blacklidge.com>
Sent: Monday, June 13, 2022 1:56 PM
To: Dan O'Donnell <dodonnell@metroasphalt.net>; Wise Sullivan <WSullivan@blacklidge.com>
Cc: Russell Buehler <rbuehler@metroasphalt.net>; Anita Bisby <abisby@metroasphalt.net>
Subject: RE: ULTRATAACK

Dan,

Please see the updated UltraTack quote, we had increased pricing on May 23rd. Please let me know if you would still like a load. Also Wise is no longer with Blacklidge so you may reach out to me. Thank you sir.

-----Original Message-----

From: Dan O'Donnell <dodonnell@metroasphalt.net>
Sent: Monday, June 13, 2022 12:58 PM
To: Wise Sullivan <WSullivan@blacklidge.com>
Cc: Russell Buehler <rbuehler@metroasphalt.net>; Anita Bisby <abisby@metroasphalt.net>
Subject: ULTRATAACK

WISE,
PLEASE GET A TANKER LOAD OF ULTRA TACK DROPPED AT OUR YARD THIS WEEK.
WE ARE MILLING WEDNESDAY & THURSDAY THIS WEEK AND PLAN TO START PLACING ASPHALT ON TUESDAY
6-21-22.
PLEASE LET ME KNOW YOU CAN SCHEDULE AN INFORMATIONAL VISIT WITH MY GUYS TO GET THEM
FAMILIAR WITH "ULTRATAACK".
ALSO CONTACT ME I WANT TO HAVE YOU SPEAK WITH OUR MECHANIC SO WE GET THE CORRECT SPRAY
NOZELS ON THE DISTRIBUTOR.
THANKS WISE,
DAN O'DONNELL - METRO ASPHALT, INC.

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 **Metro Asphalt- 13 June 2022- UltraTack Quote.pdf**
131K

Joshua Martinez <jmartinez@libertymo.gov>
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Cc: Scott Baird <sbaird@libertymo.gov>, John Findlay <jfindlay@libertymo.gov>

Thu, Jun 16, 2022 at 2:38 PM

Dan,

Per our conversation we will continue abiding by the contract and using the UltraTack material specified.

Since your crew has already begun work in the trailer park area, and we have a contractual timeline of 7 calendar days to repave the street, we will allow usage of the SS-CRS material to be placed for the following streets:

Current St from Ruth Ewing to Current St
Pier St from end to end
Dock St to from Current St to end
Jetty St from Current St to Current St

Hopefully this allows you to take advantage of the dry weather and avoid any halts in work. Any streets outside of those listed above shall be done using the UltrTack material specified in the contract.

[Quoted text hidden]

--

Sincerely,

Joshua Martinez, I.E. | Capital Projects Engineer

w. 816-439-4502 | c. 816-681-5621

e. jmartinez@libertymo.gov | www.libertymissouri.gov

City of Liberty, Missouri · Public Works

Dan O'Donnell <dodonnell@metroasphalt.net>
To: John Findlay <jfindlay@libertymo.gov>
Cc: Joshua Martinez <jmartinez@libertymo.gov>

Fri, Oct 21, 2022 at 3:46 PM

-----Original Message-----

From: Dan O'Donnell

Sent: Thursday, June 16, 2022 1:08 PM

To: John Findlay <jfindlay@libertymo.gov>

Subject: FW: ULTRATAK

JOHN, PLEASE GIVE ME A CALL ASAP.

[Quoted text hidden]



20220613125205325.pdf

498K

Dan O'Donnell <dodonnell@metroasphalt.net>
To: John Findlay <jfindlay@libertymo.gov>
Cc: Joshua Martinez <jmartinez@libertymo.gov>

Fri, Oct 21, 2022 at 3:48 PM

-----Original Message-----

From: Dan O'Donnell

Sent: Thursday, June 16, 2022 1:09 PM

To: John Findlay <jfindlay@libertymo.gov>

Subject: FW: ULTRATAK

JOHN,
GIVE ME A CALL PLEASE.
816-564-4134
DAN O!

-----Original Message-----

From: Anita Bisby <abisby@metroasphalt.net>

Sent: Monday, June 13, 2022 2:00 PM

To: Dan O'Donnell <dodonnell@metroasphalt.net>

Subject: FW: ULTRATAK

-----Original Message-----

From: Caleb Barrington <CBarrington@blacklidge.com>

Sent: Monday, June 13, 2022 1:56 PM

To: Dan O'Donnell <dodonnell@metroasphalt.net>; Wise Sullivan <WSullivan@blacklidge.com>
Cc: Russell Buehler <rbuehler@metroasphalt.net>; Anita Bisby <abisby@metroasphalt.net>
Subject: RE: ULTRATAK

Dan,

Please see the updated UltraTack quote, we had increased pricing on May 23rd. Please let me know if you would still like a load. Also Wise is no longer with Blacklidge so you may reach out to me. Thank you sir.

[Quoted text hidden]

[Quoted text hidden]



Metro Asphalt- 13 June 2022- UltraTack Quote.pdf
131K

Dan O'Donnell <dodonnell@metroasphalt.net>
To: John Findlay <jfindlay@libertymo.gov>
Cc: Joshua Martinez <jmartinez@libertymo.gov>

Fri, Oct 21, 2022 at 3:54 PM

[Quoted text hidden]



Metro Asphalt- 13 June 2022- UltraTack Quote.pdf
131K

Dan O'Donnell <dodonnell@metroasphalt.net>
To: John Findlay <jfindlay@libertymo.gov>
Cc: Joshua Martinez <jmartinez@libertymo.gov>

Fri, Oct 21, 2022 at 3:55 PM

-----Original Message-----

From: Dan O'Donnell

Sent: Monday, June 13, 2022 2:18 PM

To: cbarrington@blacklidge.com

Cc: Wise Sullivan <WSullivan@blacklidge.com>; Russell Buehler <rbuehler@metroasphalt.net>; Anita Bisby <abisby@metroasphalt.net>

Subject: FW: ULTRATAK

CALEB,

I HAD A PHONE CONVERSATION WITH WISE AT THE END OF MAY AND TOLD HIM WE WOULD BE ORDERING MATERIAL IN THE NEXT FEW WEEKS AS IT APPEARED WE WERE GOING TO GET STARTED AND HE SAID HE WOULD HOLD THAT PRICE FOR ME.

YOU CAN SEE THE EXPIRATION DATE ON THE ATTACHED QUOTE, WE ANTICIPATE NEEDING APPROXIMATELY 20,000 GALLONS FOR THIS PROJECT. PLEASE REACH OUT TO WISE AND GET BACK TO ME.

THANKS,

DAN O'DONNELL - METRO ASPHALT, INC.

[Quoted text hidden]



20220613125205325.pdf
498K

Dan O'Donnell <dodonnell@metroasphalt.net>
To: John Findlay <jfindlay@libertymo.gov>
Cc: Joshua Martinez <jmartinez@libertymo.gov>

Fri, Oct 21, 2022 at 3:58 PM

From: Joshua Martinez <jmartinez@libertymo.gov>

Sent: Thursday, June 16, 2022 2:39 PM

To: Dan O'Donnell <dodonnell@metroasphalt.net>

[Quoted text hidden]

[Quoted text hidden]



Joshua Martinez <jmartinez@libertymo.gov>

FW: Metro- 1 July 2022- Quote

1 message

Dan O'Donnell <dodonnell@metroasphalt.net>
To: John Findlay <jfindlay@libertymo.gov>
Cc: Joshua Martinez <jmartinez@libertymo.gov>

Fri, Oct 21, 2022 at 3:58 PM

From: Caleb Barrington <CBarrington@blacklidge.com>
Sent: Tuesday, June 28, 2022 3:18 PM
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Subject: Metro- 1 July 2022- Quote

Good Afternoon,

We will have a price increase again starting 7/1/22. Again this is out of my control but I promise to stay on top of it and when it's able to come back down I will be doing everything I can to get you the best price that I can. Please let me know if you have any questions or concerns.

Best Regards,

Caleb Barrington

Area Sales Manager

CBarrington@blacklidge.com

Mobile: 817-602-9793

www.Blacklidge.com

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Metro Asphalt- 1 July 2022- Quote.pdf

125K



Joshua Martinez <jmartinez@libertymo.gov>

FW: Metro- 1 August 2022- UT Quote

1 message

Dan O'Donnell <dodonnell@metroasphalt.net>
To: John Findlay <jfindlay@libertymo.gov>
Cc: Joshua Martinez <jmartinez@libertymo.gov>

Fri, Oct 21, 2022 at 3:59 PM

From: Caleb Barrington <CBarrington@blacklidge.com>
Sent: Friday, July 29, 2022 10:26 AM
To: Dan O'Donnell <dodonnell@metroasphalt.net>
Subject: Metro- 1 August 2022- UT Quote

Good Morning,

Attached is your current UltraTack Quote beginning August 1, 2022. Please let me know if you have any questions or concerns. Also Friday August 5 will be my last day with Blacklidge, Wes Harper will be your new contact and you may reach him via email at wharper@blacklidge.com or by phone at 850-527-9970. Thank you for allowing me to serve you!

Best Regards,

Caleb Barrington

Area Sales Manager

CBarrington@blacklidge.com

Mobile: 817-602-9793

www.Blacklidge.com

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Metro Asphalt- 1 August 2022- UltraTack Quote.pdf
121K

PROJECT NAME: 2022 STREET MAINTENANCE

ESTIMATE NO. 3

PROJECT NUMBER: 22-002

DATE: 10/21/2022

CONTRACTOR: METRO ASPHALT, INC.

ITEM NO.	ITEM	CODE	UNITS	BID QNTY	UNIT PRICE	BID TOTAL	UNITS COMPLETE	CO QNTY	UNIT EXTENSIONS	PERCENT COMPLETE
1	Cold Milling		SY	188205	\$ 1.90	\$ 357,589.50	173501.00	0.00	\$ 329,651.90	92.19%
2	1.5" Asphaltic Concrete Surface (Type 5-01)		TON	18608.769	\$ 70.75	\$ 1,316,570.45	17567.71	0.00	\$ 1,242,915.48	94.41%
3	Striping Thermoplastic - 6" Solid White Cross Walk		LF	474	\$ 5.50	\$ 2,607.00	125.00	0.00	\$ 687.50	26.37%
4	Striping Thermoplastic - 24" Stop Bar		LF	263	\$ 27.00	\$ 7,101.00	241.00	0.00	\$ 6,507.00	91.63%
5	Striping Thermoplastic Turn Arrow		EA	11	\$ 275.00	\$ 3,025.00	4.00	0.00	\$ 1,100.00	36.36%
6	Striping Thermoplastic - 4" Skips Yellow		LF	8674	\$ 0.40	\$ 3,469.60	1282.00	0.00	\$ 512.80	14.78%
7	Striping Thermoplastic - 6" Solid White Edge Line		LF	4859	\$ 1.55	\$ 7,531.45	778.00	0.00	\$ 1,205.90	16.01%
8	Striping Thermoplastic - 4" Solid Double Yellow		LF	7770	\$ 2.10	\$ 16,317.00	18936.00	0.00	\$ 39,765.60	243.71%
9	Striping Thermoplastic - R.R. Symbols		EA	1	\$ 1,100.00	\$ 1,100.00	1.00	0.00	\$ 1,100.00	100.00%
10	Shoulder Type 1 (Aggregate/Millings)		SY	0	\$ 8.50	\$ -	0.00	0.00	\$ -	0.00%
11	Shoulder Type 2 (Top Soil)		SY	1574	\$ 16.00	\$ 25,184.00	0.00	0.00	\$ -	0.00%
12	Full Depth Asphalt Pavement Repair		SY	240	\$ 60.00	\$ 14,400.00	32.30	0.00	\$ 1,938.00	13.46%
13	C/O - Blacklidge Force Majeure		LS	1	\$ 17,737.67	\$ 17,737.67	1.00	1.00	\$ 17,737.67	100.00%

Percent Completed (Time)

0.00%

\$ 1,772,632.67

\$ 1,643,121.85

92.69%

Percent Completed (Amount)

92.69%

Original Contract Amount	1,772,632.67
Change Orders	0.00
New Contract Total	1,772,632.67
Total Value of Construction This Date	1,643,121.85
Less Percent Retained by Owner 0.00%	0.00
Less Previous Payments	1,541,220.51
Amount Due This Date	101,901.34

				2022 Prices:		\$1.90	\$70.75	\$60.00	\$8.50	\$16.00	\$1,100.00	\$5.50	\$27.00	\$2.10	\$275.00	\$1.55	\$0.40	
				LF	SY	SY	TON	SY	SY	SY	EA	LF	LF	LF	EA	LF	LF	LS
PCI	Street	From	To	Street Length	Pavement Area	Milling Area	Asph Surf	Full Depth Pgmt Rpr	Shoulder Type 1	Shoulder Type 2	RR Symbol	Crosswalks	Stop Bars	Double Yellow	Arrows	Edge Line	Skips	Add Blacklidge
	2022 CONTRACT CONVENTIONAL PAVING - MILL, AND 1.5" OVERLAY																	
	Preston	Maple	End		1200	1200	152.47											
	Skyline	Corbin	Preston		940	940	125.81											
	Gallatin	Nashua	Mississippi		10848	10848	1096.75						25	4922		78		
	N Lightburn	35 Hwy	Limits		6900	6900	707.89							5120				
	Bob White	Clay Brooke Dr	Mourning Dove		2350	2350	163.49											
	Bunting	Clay Brooke Dr	Mourning Dove		3050	3050	231.78											
	Bunting	Kingbird	Clay Brooke Dr		2680	2680	192.72											
	Swallow Ct	Clay Brooke Dr	End		2250	2250	219.15											
	Swallow Ct	Clay Brooke Dr	End		2075	2075	163.48											
	Clay Brooke Dr	Ruth Ewing	End		22750	8971	894.47											
	Goldfinch Ct	Clay Brooke Dr	End		970	970	54.42											
	Goldfinch Ln	Clay Brooke Dr	Chickadee Dr		1180	1180	109.80											
	Mourning Dove	Clay Brooke Dr	End		5600	5600	462.36											
	Egret	Clay Brooke Dr	Chickadee Dr		1000	1000	108.78											
	Chickadee	Clay Brooke Dr	End		4650	4650	465.14											
DELETED	Kingbird Ct	Kingbird	End		925	0	0											
	Richfield Ct	Richfield	End		1750	1750	190.51					75	13					
	Richfield	Vernon	LaFrenz		8000	8000	827.24	15.6			1		38	5450		221		
	Cherry St	Mill	End		2500	2500	327.5					50	11					
	Spring Ave	Clay Woods Pkwy	Walker St		832	832	82.99											
	Spring Ave	Cul De Sac	Spring Ave		660	660	62.24											
	Spring Ave	Spring Ave	Spring Cir		1500	1500	145.23											
	Spring Ave	Spring Ave	Richfield Rd		2000	2000	197.1											
	Spring Ave	Spring Ave	Spring Ave		750	750	82.07											
	Spring Ave	Spring Cir	Walker St		2600	2600	269.73											
	Spring Ave	Spring Ct	Spring Ave		1140	1140	114.11											
	Spring Ave	Walker Ct	Spring Ct		750	750	72.62											
	Spring Ave	Walker St	Spring Ave		900	900	93.36											
	Spring Cir	Cul De Sac	Spring Cir		570	570	83.12											
	Spring Cir	Knuckle	Spring Cir		190	190	27.48											
	Spring Cir	Spring Cir	Spring Ave		1500	1500	192.53											
	Spring Ct	Cul De Sac	Spring Ave		1140	1140	164.42											
	Walker Ct	Walker	End		720	720	82.04											
	Walker	Spring	Walker Ct		725	725	69.88											
	Walker	Walker Ct	Clay Woods Pkwy		400	400	39.30											
	Elm St	Ridge Ave	N Fairview Ave		1540	1540	300.23											
	Walnut St	Ridge Ave	N Fairview Ave		1650	1650	270.42											
	Oak St	Ridge Ave	N Fairview Ave		1600	1600	244.83											
	Jefferson Ave	Elm St	Mississippi		2450	2450	352.33											
	N Fairview Ave	Mississippi	Ridgeway		7640	7640	811.18											
	Ridgeway	N Ridge Ave	Nashua		8190	8190	928.96						89	190			612	
	Sanfort	Ridgeway	Woodridge		840	840	109.70						11					
	S Leonard St	Mill St	291 Hwy		11350	11350	849.52							958			670	
	La Chateau Dr	End	Limits		3700	3700	382.31											

	Place Liberte	Church Rd	Lynette		8500	8500	873.69											
	Limerick	Place Liberte	End		1620	1620	163.57											
	Galway (S)	Place Liberte	End		2300	2300	164.45											
	Galway (N)	Place Liberte	End		1620	1620	136.15											
	Andrea Ct	Andrea	End		1500	1500	136.75											
	Camille	Court Louis	Church Rd		9440	9440	835.07					54	2296		4	479		
	Court Louis	Place Liberte	Lynette		2275	2275	218.97											
	Lynette	Limits	End		3850	3850	384.87											
	Andrea	La Chateau	Court Louis		1000	1000	246.75											
	Camille Ct	Court Louis	End		1725	1725	162.83											
	Current St	Ruth Ewing	Current St		10700	10700	624.32											
	Pier	End	End		2450	2450	366.94											
	Dock St	Current St	End		1050	1050	73.87	16.7										
	Jetty St	Current St	End		2950	2950	550.51											
	Collette	Camille	Lynette		270	270	107.51											
			TOTALS	0	188205	173501	17567.71	32.3	0	0	1	125	241	18936	4	778	1282	\$ 17,737.67

FORCED MAJEURE CLAIM FOR REIMBURSEMENT

QUOTED PRICE THROUGH DECEMBER 31, 2022
FREIGHT PER TANKER LOAD

			\$2.49/GAL	MATERIAL/GAL
			\$2,200.00	INCLUDING FRT & MISC.
GALLONS DELIVERED	16,051.00	\$2.49	\$39,966.99	
NUMBER OF LOADS	3.00	\$2,200.00	\$6,600.00	
SUBTOTAL			\$46,566.99	\$2.90
LESS OTHER PROJECTS	-4,150	\$2.90	(\$12,035.00)	
TOTAL AFTER DEDUCTS			\$34,531.99	

INVOICED PRICES BY SUPPLIER

DELIVERIES	GALLONS	COST	
LOAD #1 DELIVERED 6-20-22	5,170 GALLONS	\$21,075.41	\$4.08
DEDUCT OTHER PROJECTS 6-20 TO 7-19	-50	(\$203.82)	
LOAD #2 DELIVERED 7-19-22	5,765 GALLONS	\$26,667.82	\$4.63
DEDUCT OTHER PROJECTS 7-19 TO 8-15	-1,700	(\$7,863.88)	
LOAD #3 DELIVERED 8-15-22	5,116 GALLONS	\$23,721.10	\$4.64
DEDUCT OTHER PROJECTS 8-15 TO 10-7	-2,400	(\$11,127.96)	
TOTAL AFTER DEDUCTS		\$52,268.66	
NET DIFFERENCE FROM QUOTED PRICE TO INVOICED PRICE		\$17,736.67	
BLACKLIDGE FORCED MAJEURE AMOUNT		\$17,737.67	

Original Quote Book For Project

BLACKLIDGE

(CONFIDENTIAL)

SUBJECT:	PRICING AGREEMENT
CUSTOMER NAME:	Metro Asphalt, Inc
EFFECTIVE DATE:	04/13/22
EXPIRATION DATE:	12/31/22

ALL POSTED PRICES ARE FOB:

MODIFIED ASPHALT CEMENTS	QUOTED PRICE	UNIT OF MEASURE
UltraFuse (trackless hot applied / NT-HAP)		GALLON
LIQUID ANTI-STRIP	QUOTED PRICE	UNIT OF MEASURE
ReBind		GALLON
REJUVENATORS	QUOTED PRICE	UNIT OF MEASURE
ReGen		GALLON
ReGen X		
EMULSIONS	QUOTED PRICE	UNIT OF MEASURE
UltraTack	\$2.49	GALLON

SPECIAL NOTES: Freight is \$2200 per load.

DOT CERTIFICATION WILL BE AVAILABLE UPON REQUEST.

FREIGHT IS AVAILABLE VIA BLACKLIDGE AND/OR COMMON CARRIER. DELIVERY CHARGES ARE BASED ON QUOTED PLANT ORIGIN TO DELIVERY LOCATION. IF FREIGHT IS SUPPLIED BY BLACKLIDGE, TWO (2) HOURS WILL BE ALLOTTED FOR UNLOADING; THEREAFTER, A CHARGE OF \$85/HOUR WILL APPLY TO ALL CUSTOMER RELATED DELAYS.

APPLICABLE SALES AND POLLUTION TAXES, ENVIRONMENTAL RECOVERY FEES, ETC., WILL BE ASSESSED AT TIME OF SALE AND ARE NOT INCLUDED IN THE ABOVE QUOTATION.

THERE WILL BE A \$1,000 RESTOCKING FEE FOR ALL RETURNED PRODUCT TO COVER HANDLING, RE-HEATING, TESTING OF PRODUCT.

PLEASE ALLOW 48 HOURS FOR PLACEMENT AND/OR CANCELLATION OF ALL ORDERS.

ANTISTRIP IS NOT INCLUDED IN THE ASPHALT CEMENT PRICING ABOVE AND WILL BE INVOICED AS A SEPARATE ITEM.

BLACKLIDGE VALUES YOUR BUSINESS AND COMMITMENT TO OUR COMPANY AND PRODUCTS. BEI HOPES THAT WE CAN CONTINUE TO SERVE YOU AND YOUR COMPANY IN ANY WAY. PLEASE FORWARD PRICE CHANGES (IF APPLICABLE) TO YOUR ACCOUNTING DEPARTMENT. CONTACT Wise Sullivan 405-589-9762 / wsullivan@blacklidge.com FOR ALL YOUR PRODUCT AND PRICING QUESTIONS.

BLACKLIDGE EMULSIONS, INC. - 12251 BERNARD PARKWAY, SUITE 200 GULFPORT, MS 39503

PLEASE VISIT OUR WEBSITE AT: www.blacklidgeemulsions.com

BLACKLIDGE	(CONFIDENTIAL)	
	SUBJECT:	PRICING AGREEMENT
	CUSTOMER NAME:	Metro Asphalt
	EFFECTIVE DATE:	06/13/22
	EXPIRATION DATE:	TBD
PLANT LOCATION:		Fairfield, TX
SALES REPRESENTATIVE:		Caleb Barrington
SALES REPRESENTATIVE CONTACT INFO:		817-602-9793 CBarrington@blacklidge.com
MODIFIED ASPHALT CEMENTS	QUOTED PRICE	UNIT OF MEASURE
ULTRAFUSE		TON
ASPHALT RUBBER BINDERS	QUOTED PRICE	UNIT OF MEASURE
		TON
ADDITIVES	QUOTED PRICE	UNIT OF MEASURE
		TON
		TON
EMULSIONS	QUOTED PRICE	UNIT OF MEASURE
ULTRATAK	\$3.25	GALLON
		BUCKET
		GALLON
FREIGHT QUOTE: FREIGHT @ \$6.30/LOADED MILE ALL PRICES ARE SUBJECT TO CHANGE BASED ON RAW MATERIAL PRICING.		
DOT CERTIFICATION WILL BE AVAILABLE UPON REQUEST.		
FREIGHT IS AVAILABLE VIA BLACKLIDGE AND/OR COMMON CARRIER. DELIVERY CHARGES ARE BASED ON QUOTED PLANT ORIGIN TO DELIVERY LOCATION. IF FREIGHT IS SUPPLIED BY BLACKLIDGE, TWO (2) HOURS WILL BE ALLOTTED FOR UNLOADING; THEREAFTER, A CHARGE OF \$85/HOUR WILL APPLY TO ALL CUSTOMER RELATED DELAYS.		
APPLICABLE SALES AND POLLUTION TAXES, ENVIRONMENTAL RECOVERY FEES, ETC., WILL BE ASSESSED AT TIME OF SALE AND ARE NOT INCLUDED IN THE ABOVE QUOTATION.		
ALL SALES ARE FINAL. ANY RETURN OF PRODUCT WILL BE ASSESSED A FEE OF \$.70 PER GALLON FOR DISPOSAL, FREIGHT CHARGES SHALL ALSO BE APPLICABLE.		
PLEASE ALLOW 48 HOURS FOR PLACEMENT AND/OR CANCELLATION OF ALL ORDERS.		
ANTISTRIP IS NOT INCLUDED IN THE ASPHALT CEMENT PRICING ABOVE AND WILL BE INVOICED AS A SEPARATE ITEM.		
BLACKLIDGE VALUES YOUR BUSINESS AND COMMITMENT TO OUR COMPANY AND PRODUCTS. BLACKLIDGE HOPES THAT WE CAN CONTINUE TO SERVE YOU AND YOUR COMPANY IN ANY WAY. PLEASE FORWARD PRICE CHANGES (IF APPLICABLE) TO YOUR ACCOUNTING DEPARTMENT. CONTACT YOUR SALES REPRESENTATIVE FOR ALL YOUR PRODUCT AND PRICING QUESTIONS.		
BLACKLIDGE EMULSIONS, INC. - 12251 BERNARD PARKWAY, SUITE 200 GULFPORT, MS 39503 PLEASE VISIT OUR WEBSITE AT: www.blacklidge.com		

BLACKLIDGE	(CONFIDENTIAL)	
	SUBJECT:	PRICING AGREEMENT
	CUSTOMER NAME:	Metro Asphalt
	EFFECTIVE DATE:	07/01/22
	EXPIRATION DATE:	TBD
PLANT LOCATION:		GREER/GCAT/GULFPORT/TAMPA
SALES REPRESENTATIVE		Caleb Barrington
		817-602-9793 / Cbarrington@Blacklidge.com
MODIFIED ASPHALT CEMENTS	QUOTED PRICE	UNIT OF MEASURE
ULTRAFUSE	\$7.50	GALLON
EMULSIONS	QUOTED PRICE	UNIT OF MEASURE
ULTRATACK	\$3.75	GALLON
SS-1H BUCKETS	\$75.00	BUCKET
SS-1H	\$3.95	GALLON
FREIGHT QUOTE: FREIGHT @ \$6.30 PER LOADED MILE PLUS APPLICABLE FUEL SURCHARGE		
ALL PRICES ARE SUBJECT TO CHANGE BASED ON RAW MATERIAL PRICING.		
DOT CERTIFICATION WILL BE AVAILABLE UPON REQUEST.		
FREIGHT IS AVAILABLE VIA BLACKLIDGE AND/OR COMMON CARRIER. DELIVERY CHARGES ARE BASED ON QUOTED PLANT ORIGIN TO DELIVERY LOCATION. IF FREIGHT IS SUPPLIED BY BLACKLIDGE, TWO (2) HOURS WILL BE ALLOTTED FOR UNLOADING; THEREAFTER, A CHARGE OF \$85/HOUR WILL APPLY TO ALL CUSTOMER RELATED DELAYS.		
APPLICABLE SALES AND POLLUTION TAXES, FUEL SURCHARGE, ENVIRONMENTAL RECOVERY FEES, ETC., WILL BE ASSESSED AT TIME OF SALE AND ARE NOT INCLUDED IN THE ABOVE QUOTATION.		
A DROP TANKER FEE OF \$250 PER DAY WILL BE ASSESSED AFTER THE 20TH DAY. FREIGHT CHARGES OF \$6.30 PER ONE WAY MILE WILL BE ASSESSED AT PICKUP OF EMPTY TANKER UNLESS A NEW LOAD IS ORDERED.		
ALL SALES ARE FINAL. ANY AND ALL RETURNED PRODUCT WILL BE ASSESSED A FEE OF \$.70 PER GALLON FOR DISPOSAL. FREIGHT CHARGES SHALL ALSO BE APPLICABLE.		
PLEASE ALLOW 48 HOURS FOR PLACEMENT AND/OR CANCELLATION OF ALL ORDERS.		
ANTISTRIP IS NOT INCLUDED IN THE ASPHALT CEMENT PRICING ABOVE AND WILL BE INVOICED AS A SEPARATE ITEM.		
BLACKLIDGE VALUES YOUR BUSINESS AND COMMITMENT TO OUR COMPANY AND PRODUCTS. BLACKLIDGE HOPES THAT WE CAN CONTINUE TO SERVE YOU AND YOUR COMPANY IN ANY WAY. PLEASE FORWARD PRICE CHANGES (IF APPLICABLE) TO YOUR ACCOUNTING DEPARTMENT. CONTACT YOUR SALES REPRESENTATIVE FOR ALL YOUR PRODUCT AND PRICING QUESTIONS.		
BLACKLIDGE EMULSIONS, INC. - 12251 BERNARD PARKWAY, SUITE 200 GULFPORT, MS 39503		
PLEASE VISIT OUR WEBSITE AT: www.blacklidge.com		

BLACKLIDGE	(CONFIDENTIAL)	
	SUBJECT:	PRICING AGREEMENT
	CUSTOMER NAME:	Metro Asphalt
	EFFECTIVE DATE:	08/01/22
	EXPIRATION DATE:	TBD
PLANT LOCATION:		GREER/GULFPORT/TAMPA/FAIRFIELD
SALES REPRESENTATIVE:		
JOB NUMBER:		
MODIFIED ASPHALT CEMENTS		QUOTED PRICE
		UNIT OF MEASURE
		GALLON
EMULSIONS		QUOTED PRICE
		UNIT OF MEASURE
ULTRATAK	\$3.65	GALLON
FREIGHT QUOTE: FREIGHT @ \$6.30 PER LOADED MILE PLUS APPLICABLE FUEL SURCHARGE		
NOTES:		
ALL PRICES ARE SUBJECT TO CHANGE BASED ON RAW MATERIAL PRICING.		
DOT CERTIFICATION WILL BE AVAILABLE UPON REQUEST.		
FREIGHT IS AVAILABLE VIA BLACKLIDGE AND/OR COMMON CARRIER. DELIVERY CHARGES ARE BASED ON QUOTED PLANT ORIGIN TO DELIVERY LOCATION. IF FREIGHT IS SUPPLIED BY BLACKLIDGE, TWO (2) HOURS WILL BE ALLOTTED FOR UNLOADING; THEREAFTER, A CHARGE OF \$85/HOUR WILL APPLY TO ALL CUSTOMER RELATED DELAYS.		
APPLICABLE SALES AND POLLUTION TAXES, FUEL SURCHARGE, ENVIRONMENTAL RECOVERY FEES, ETC., WILL BE ASSESSED AT TIME OF SALE AND ARE NOT INCLUDED IN THE ABOVE QUOTATION.		
A DROP TANKER FEE OF \$250 PER DAY WILL BE ASSESSED AFTER THE 20TH DAY. FREIGHT CHARGES OF \$6.30 PER ONE WAY MILE WILL BE ASSESSED AT PICKUP OF EMPTY TANKER UNLESS A NEW LOAD IS ORDERED.		
ALL SALES ARE FINAL. ANY AND ALL RETURNED PRODUCT WILL BE ASSESSED A FEE OF \$1.00 PER GALLON FOR DISPOSAL. FREIGHT CHARGES SHALL ALSO BE APPLICABLE.		
PLEASE ALLOW 48 HOURS FOR PLACEMENT AND/OR CANCELLATION OF ALL ORDERS.		
ANTISTRIP IS NOT INCLUDED IN THE ASPHALT CEMENT PRICING ABOVE AND WILL BE INVOICED AS A SEPARATE ITEM.		
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BLACKLIDGE EMULSIONS, INC. - 12251 BERNARD PARKWAY, SUITE 200 GULFPORT, MS 39503		
PLEASE VISIT OUR WEBSITE AT: www.blacklidge.com		

Date	6/20/2022
Page	1

Customer Job #: C11788.0
 Freight Code:
 Location Code: 28
 Location Phone #: (000) 000-0000 Ext.

BLACKLIDGE

Remit To: Blacklidge Emulsions, Inc.
 P.O. Box 746775
 Atlanta, GA 30374-6775

Bill To:

METRO ASPHALT, INC.
 3811 N COBBLER RD
 INDEPENDENCE MO 64058-2943

Ship To:

METRO ASPHALT, INC.
 3811 N COBBLER RD
 INDEPENDENCE MO 64058-2943

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	BOL#
	C11788	WSULLIVAN	BEI-FAIRFIELD	NET 30	2820220216
Quantity	Item Number	Description	Unit	Unit Price	Ext. Price
5,170.00000	I567-28	NTSS-1HM	GALLON	\$3.25000	\$16,802.50
615.00000	NI FREIGHT EACH	FREIGHT EACH	EACH	\$6.30	\$3,874.50
3,874.50000	NI FUEL SURCHARGE	FUEL SURCHARGE	EACH	\$0.10	\$387.45
5,170.00000	NI ENV REC FEE GALLO	ENVIRONMENTAL RECOVERY FEE GALL	GALLON	\$0.00212	\$10.96
				Subtotal	\$21,075.41
				Misc	\$0.00
				Tax	\$0.00
				Freight	\$0.00
				Trade Discount	\$0.00
				Total	\$21,075.41

TERMS: Net 30 days from date of BOL. Delinquent accounts are subject to a late fee of 1 1/2% per month (18% per year). Delinquent accounts are subject to being COD. Customers agree to pay all collection costs and legal fees.

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Call us at: 228-863-3878

Date 7/19/2022

Page 1

Customer Job #: C11788.1
 Freight Code: 27
 Location Code: (228) 863-3878 Ext.
 Location Phone #:

BLACKLIDGE

Remit To: Blacklidge Emulsions, Inc.
 P.O. Box 746775
 Atlanta, GA 30374-6775

Bill To:

METRO ASPHALT, INC.
 3811 N COBBLER RD
 INDEPENDENCE MO 64058-2943

Ship To:

METRO ASPHALT, INC.
 3811 N COBBLER RD
 INDEPENDENCE MO 64058-2943

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	BOL#
	C11788	WSULLIVAN	BEI-GCAT	NET 30	23
Quantity	Item Number	Description	Unit	Unit Price	Ext. Price
5,765.00000	I567-27	NTSS-1HM	GALLON	\$3.75000	\$21,618.75
615.00000	NI FREIGHT EACH	FREIGHT EACH	EACH	\$6.30	\$3,874.50
3,874.50000	NI FUEL SURCHARGE	FUEL SURCHARGE	EACH	\$0.30	\$1,162.35
5,765.00000	NI ENV REC FEE GALLO	ENVIRONMENTAL RECOVERY FEE GALL	GALLON	\$0.00212	\$12.22
				Subtotal	\$26,667.82
				Misc	\$0.00
				Tax	\$0.00
				Freight	\$0.00
				Trade Discount	\$0.00
				Total	\$26,667.82

TERMS: Net 30 days from date of BOL. Delinquent accounts are subject to a late fee of 1 1/2% per month (18% per year). Delinquent accounts are subject to being COD. Customers agree to pay all collection costs and legal fees.

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Date	8/15/2022
Page	1

Customer Job #: C11788.2
 Freight Code: 01
 Location Code: 01
 Location Phone #: (228) 896-7623 Ext.

BLACKLIDGE

Remit To: Blacklidge Emulsions, Inc.
 P.O. Box 746775
 Atlanta, GA 30374-6775

Bill To:

METRO ASPHALT, INC.
 3811 N COBBLER RD
 INDEPENDENCE MO 64058-2943

Ship To:

METRO ASPHALT, INC.
 3811 N COBBLER RD
 INDEPENDENCE MO 64058-2943

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	BOL#
SEE BELOW	C11788	WSULLIVAN	BEI-GULFPORT	NET 30	0120220784
Quantity	Item Number	Description	Unit	Unit Price	Ext. Price
5,116.00000	I567-01	NTSS-1HM	GALLON	\$3.65000	\$18,673.40
615.00000	NI FREIGHT EACH	FREIGHT EACH	EACH	\$6.30	\$3,874.50
3,874.50000	NI FUEL SURCHARGE	FUEL SURCHARGE	EACH	\$0.30	\$1,162.35
5,116.00000	NI ENV REC FEE GALLO	ENVIRONMENTAL RECOVERY FEE GALL	GALLON	\$0.00212	\$10.85

CITY OF LIBERTY, MO OVERLAY

Subtotal	\$23,721.10
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$23,721.10

TERMS: Net 30 days from date of BOL. Delinquent accounts are subject to a late fee of 1 1/2% per month (18% per year). Delinquent accounts are subject to being COD. Customers agree to pay all collection costs and legal fees.

We now accept Visa, MC and Amex

Visit us on-line at: www.BlacklidgeEmulsions.com Call us at: 228-863-3878

Linked RFIs:



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-281

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: ORDINANCE APPROVING AN AGREEMENT FOR CITY OF LIBERTY PROJECT 22-003, M-291/BLUE JAY TRAFFIC SIGNAL AND STEWART/M-291 INTERSECTION IMPROVEMENTS (FEDERAL AID PROJECT STBG-3392(407)) WITH TRANSYSTEMS CORPORATION IN AN AMOUNT NOT TO EXCEED \$225,000.00

Summary:

- Ordinance approving a contract with TranSystems Corporation for the design of City Project 22-003, M-291/Blue Jay Traffic Signal and Stewart/M-291 Intersection (Federal Aid Project STBG-3392(407))
 - Design of traffic signals with full pedestrian crossings at the intersection of M-291 and Blue Jay Dr.
 - Design of an improvement to or elimination of the intersection of M-291 and Stewart Rd.
 - Design of pedestrian connectivity (east of M-291) from Blue Jay Dr. to North Havens Center commercial development.
 - Stewart sidewalk and road study for the identification of sidewalk and related improvements which shall be part of a MoDOT Cost Share application.

Background:

The Missouri Highway 291 corridor is a major commercial corridor directly adjacent to the Liberty Triangle commercial center. The corridor provides major arterial traffic flow for motorists and freight through the City of Liberty.

Traffic studies and historical data have both demonstrated that the intersection of M-291 & Stewart Rd. is dangerous. The annual average number of traffic accidents at the intersection is 10, with approximately half of these resulting in injury. To reduce the likelihood of accidents, the City has proposed either closing or improving the intersection.

Traffic studies have determined, that altering the intersection of M-291 & Stewart Rd. will divert significant traffic through the intersection of M-291 & Blue Jay Dr., thus warranting signalization.

In 2020 the City of Liberty applied for funds through the Federal Surface Transportation Block Grant Program (STBG). The grant will provide \$800,000.00 of the anticipated \$1,000,000.00 construction costs associated with the following improvements:

1. Signalization of the intersection of M-291 & Blue Jay Dr.
2. Elimination or improvement of the intersection of M-291 & Stewart Rd.
3. Pedestrian connectivity East of M-291 from the intersection of M-291 & Blue Jay Dr. to the North Havens Commercial Center development.

In April of 2022 the City of Liberty issued a Request for Qualifications to Missouri Department of Transportation (MoDOT) approved consulting firms. The City received responses from the following

firms:

1. Affinis Corporation (Affinis)
2. Brunhardt Honomichl & Co. (BHC)
3. Crawford, Murphy & Tilly, Inc. (CMT)
4. Great River Engineering (GRE)
5. Henningson, Durham & Richardson, Inc. (HDR)
6. Kimley-Horn
7. Snyder & Associates
8. Veenstra & Kimm, Inc (V&K)
9. TranSystems Corporation

City staff reviewed and assessed each RFQ submittal. Assessments were done in accordance with MoDOT Engineering Policy Guide (EPG). A short list was developed consisting of CMT, Kimley-Horn and TranSystems. TranSystems was selected.

During the RFQ process and following their selection, TranSystems recommended the addition of a Cost Share application to the project scope of work. The Cost Share application would involve applying for construction funding for pedestrian connectivity from the intersection of M-291 & Kansas St. to the intersection of M-291 & Blue Jay Dr. The application would use City and STBG dollars as a local match to leverage additional improvements with MoDOT cost share funds. City staff opted to move forward with the Cost Share application as an item to the scope of work.

During contract negotiations it was decided to break the contract into (2) phases. Phasing is required as the total cost of the project was higher than anticipated, largely due to higher than anticipated surveying and ROW costs. Each phase will require separate authorization from the City.

Phase I will consist of:

- Project Management
- Coordination Meetings
- Surveying and Utility Coordination
- Preliminary Engineering and Plans
- Right of Way Plans and Legal Descriptions
- Stewart Road Study
- Sidewalk Study for Cost Share Application
- Cost Share Application
- Public Outreach

Phase I is not to exceed \$225,000.00. At the end of Phase I the City will have the option to amend the contract and continue the cost-share process through the design phase. Determination to carry the cost-share process through completion will be largely dependent on the applications approval/denial from MoDOT.

Phase II will consist of:

- Project Management
- Coordination Meetings
- Final Design and Bid Documents

Phase II is not to exceed \$178,839.00.

The sum total for Phase 1 and Phase 2 is not to exceed \$403,839.00

City staff recommends the following action:

- Approving an ordinance that would authorize a contract with TranSystems Corporation for the selection of the full project scope of work (Phase I and II)
- Authorization to fund Phase I design of City Project 22-003, M-291/Blue Jay Traffic Signal and Stewart/M-291 Intersection (Federal Aid Project STBG-3392(407)) in an amount not to exceed

\$225,000.00.

Previous Action (if applicable):

NA

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Approved March, 2022
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:52.75.607.14.5626 Line Item:	Amount:\$225,000.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Contract (Executed by TranSystems)
2. 2022-283 Approve Contract with TranSystems Corporation for Blue Jay & 291

SPONSOR: City of Liberty, Missouri
LOCATION: Liberty, Clay County, Missouri
PROJECT: STBG-3392(407)/COL Project 22-003

THIS CONTRACT is between the City of Liberty, Missouri, hereinafter referred to as the "Local Agency", and TranSystems Corporation located at 2400 Pershing Road, Suite 400 Kansas City, MO 64108, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Surface Transportation Block Grant Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to install traffic signals with full pedestrian crossings at the intersection of M-291 and Blue Jay Drive, improve or eliminate the intersection of M-291 and Stewart Rd, add pedestrian sidewalk connectivity on the east side of M-291 from said intersection to the North Havens Center commercial development approximately 600' to the north and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A – SCOPE OF SERVICES

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 10% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete 10% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE Firm Name, Street and Complete Mailing Address	Type of DBE Service	Total Value of the DBE Subcontract	Contract \$ amount to apply to total DBE Goal	Percentage of Subcontract dollar value applicable to total goal
Powell CWM, 3200 S State Route 291, Bldg. 1, Independence, MO 64057	Utilities coordination, land surveying and preparation of legal descriptions	\$102,255.00	\$403,839.00	25.3%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on May-1st-2024
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of 14%, with a ceiling established for said design services in the amount of \$403,839.00, which amount shall not be exceeded.
- ~~B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ _____, with a ceiling established for said inspection services in the amount of \$ _____, which amount shall not be exceeded.~~
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at 147.13% of actual salaries in Item 1 above for:
 - a. payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay
 - b. general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 above is the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

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

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no

way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Mailing Address	Services
Powell CWM	3200 S. State Route 291, Bldg 1, Independence, MO 64057	Utilities coordination, land surveying and preparation of legal descriptions
Donoho Appraisals	P.O. Box 24365, Shawnee Mission, KS 66283	Property appraisals, negotiations and acquisition

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in

this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer

against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

ATTACHMENT A

Scope of Services

Scope of Services

General Information	1
Surveys and Utilities	1
Stewart Road Study and Sidewalk Study for Cost Share Funds.....	3
Cost Share Application	3
Environmental Tasks	3
Public Outreach Activities.....	4
Preliminary Engineering and Plans.....	4
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Scope of Services

General Information

The project will improve Route 291 in Liberty including; adding a traffic signal with ADA accommodations at Blue Jay Drive, addressing the safety concerns at Stewart Road, adding sidewalks and crosswalks to connect the Blue Jay Drive intersection to the hotels on the east side of 291 to the north approximately 500' and add sidewalks and other related improvements as determined and approved in a cost share agreement between the City of Liberty and MoDOT. The MoDOT LPA manual and standards will be followed.

This scope of services cannot identify the exact improvements that will be accomplished as part of the potential cost share agreement between the City of Liberty and MoDOT, but in general they will include approximately \$750,000 in construction costs worth of sidewalk improvements between Stewart Road and Kansas Street on either side of Route 291. These improvements will include sidewalk, and may include curb and gutter, storm drainage, driveways, new right-of-way, and utility relocations.

This scope of services includes the survey and conceptual design, but excludes the preliminary, Right-of-Way and Final design for the City of Liberty and MoDOT cost share improvements from this original contract. This scope of services also includes the environmental investigation for the entire corridor and permitting will be accomplished later for the funded improvements. If additional improvements are funded by a cost share between the City of Liberty and MoDOT we will prepare and submit a supplemental scope and fee for these additional tasks. No supplement is anticipated for the environmental permitting as long as it is limited to a CE document.

Surveys and Utilities

This survey will be for the improvements funded by Liberty and the MoDOT STP grant as well as the survey needed to complete the MoDOT cost share application and conceptual design. Surveys will be conducted in accordance with MoDOT's current survey standards. They will include full topographical data including utilities and right-of-way data. The limits of the survey along Route 291 will be from 200' north of Stewart Road to Kansas Street on the south end. On the east side of Route 291, survey will end at the Commerce Bank property and on the west side will continue through the corner of Kansas Street. This will include 500' from Route 291 along Stewart Road and 500' from Route 291 along Blue Jay Drive. A small addition of survey near the "Lowe's connection" will be surveyed as well.

Existing Rights-of-way and Easements

Ownership, Easements and Encumbrances (OE&E) will be obtained for all parcels (29) along the Liberty and MoDOT STP funded project as well as the OE&E's needed to complete the MoDOT cost share application and conceptual design. The last deed of record will be used to establish the existing rights-of-way and identify any existing easements that may be impacted by the project. All plats needed to establish the existing rights-of-way will be included with the OE&E documents.

Scope of Services

All deeds and plats typically tie the property descriptions to existing section corners. This information will then be used in conjunction with the deeds and plats to establish rights-of-way and easements for the existing property map. It is estimated that there are 29 tracts adjacent to the project for which OE&E's will be required.

Locate Existing Utilities

Utilities will be located using Missouri's One Call System. Participating companies will mark the location of their facilities in the field, and survey crews will locate these for the base map. Survey crews will also look for signs or markers identifying other underground utilities. If these markers are found for a utility which does not participate in the One Call System, the company will be contacted directly using the information shown on the marker, and requested to mark their facilities for inclusion in the base map. A sub-consultant will be assisting with the location of existing utilities and Powell CWM will be our primary point of coordination with utilities.

Base Map

Upon completion of the previous tasks, two separate base maps will be created in MicroStation for the project. The first will contain the topographic information as well as utility information gathered to date. This file will serve as the background for all plan sheets and will be a rather static file.

The second MicroStation file will contain all property lines, easements and rights-of-way that exist at the time of the survey for the 29 parcels adjacent to Route 291, as well as all section lines and corners used to establish this information. The file will establish all existing property features and serve as the basis for easement and right-of-way acquisition in future phases of the project. This data will be established using the information from the OE&E's, Section Corners and Quarter Section Corners noted previously, and field data found during topographic surveys. No surveys are included in this scope of services to resolve disputes, conflicts, overlaps, or gaps between properties described by plat or deed. Resolution of these issues is beyond the scope of this project. However, all such discrepancies will be noted on the plans. It is further assumed that all deeds and subdivision plats will have ties to existing section corners or lines using at least one distance and direction. Vague descriptions using nonexistent monuments will be resolved with the best knowledge and practice available to the surveyor and be noted appropriately on the plans.

Create Surface TIN Model

In addition to the base map files, a Triangulated Irregular Network (TIN) Model will be generated. This file will be an electronic 3D representation of the existing ground within the survey limits and will be used to develop all aspects of the existing ground shown on the plans. This will include, but not be limited to, existing ground profiles for roadways, existing ground lines on cross sections, construction limits and other similar plan features. TIN Models will be created to be compatible with GEOPAK Civil Design Software.

Scope of Services**Utility Coordination**

Upon completion of the previous tasks, our team will conduct coordination with each of the affected utilities. Where impacts to utilities are identified TranSystems will work to eliminate or minimize the impacts. Potholing may be accomplished to aide in this task. A Utility Status Letter, including all applicable MoDOT LPA requirements, will be prepared and included with the project Job Special Provisions stating the utility relocation status.

Stewart Road Study and Sidewalk Study for Cost Share Funds

TranSystems will conduct a study with Liberty and MoDOT to determine the best solution for the Stewart Road safety issue. It is anticipated that no more than five (5) different options will be considered during the study phase.

A study for the potential cost share between the City of Liberty and MoDOT will be conducted to investigate the potential additional sidewalk and related improvements that could be accomplished with the cost share funding.

Cost Share Application

Once the potential additional sidewalk and related improvements are identified TranSystems will prepare a cost share application on behalf of the City of Liberty and submit it to MoDOT for consideration. If approved by MoDOT, TranSystems will prepare a supplement to this contract for the additional engineering services to advance the cost share funded improvements.

Environmental Tasks

An investigation will be conducted to determine the environmental resources in the Route 291 corridor from 200' north of Stewart Road to Kansas Street. The environmental investigation and permitting will include both the City and MoDOT STP funded improvements and the potential MoDOT Cost Share funded improvements. The environmental concerns will be documented and a categorical exclusion, (CE) document prepared by TranSystems. This will be submitted to Liberty and MoDOT for approval. Once approved we will submit to the review agencies for approval. The CE is the assumed level of document needed. Anything beyond the scope of a CE document will require a supplemental.

Scope of Services**Public Outreach Activities**

Two (2) public meetings will be conducted (open house style) to present the project improvements to the public and receive their input. The first meeting will be to gather feedback from the community on the various proposed improvements as well as educate them on the project schedule, project information, and project extents. It will include committed improvements funded by the City and MoDOT STP. The second meeting will fall between preliminary and right-of-way plan submittals and will educate the public on what design has been chosen. It will also include the cost share improvements if the cost share has been approved and design of said improvements has been added to the project. Both meetings will provide the community an update on schedule. All comments will be documented, and questions answered. The City, MoDOT and TranSystems will have at least one (1) staff member each in attendance for these meetings.

Two (2) meetings with stakeholders will be conducted to understand their concerns about current conditions and the proposed improvements. The City, MoDOT and TranSystems will have at least one (1) staff member each in attendance for these meetings.

Prepare Preliminary Engineering and Plans

The preliminary engineering and the 50% plans covered by this scope of services is for the committed City and MoDOT STP funded improvements only. If the MoDOT Cost Share is approved the corresponding similar effort for the MoDOT Cost Share funded improvements will be negotiated through a supplement to the original contract. The engineering and plans will conform to MoDOT's LPA manual.

TranSystems will compile the 50% plans. These plans may include the following items:

- Title Page
- General Notes and Quantities
- Typical Sections
- Roadway Plan and Profiles
- The "Lowe's Connection" Plan and Profile
- Sidewalk Details
- Driveway Plans
- "Big Block" Retailing Wall Plans – (walls less than 4' exposed height)
- Intersection Details
 - Blue Jay Drive
 - Stewart Road
- Traffic Signal Plans
- Stormwater drainage improvements including detention, pipes, and ditches
- Stormwater BMPs design

Scope of Services

- Right of Way and Easements (if needed)
- Pavement Markings Plan
- Construction Sequencing (General overview and brief narrative)
- Removal Plans
- Cross Sections

Cost Estimate

As Preliminary Plans are prepared a detailed cost estimate of probable construction costs will also be prepared. This will be based on the level of detail provided in the Preliminary Plans and will include contingencies deemed appropriate by the design team to cover unknown costs. The estimate will not include costs for utility relocations or property acquisitions, only estimated construction costs. These items will be submitted to the City and MoDOT for review and comment.

Preliminary Plan Review Meeting

TranSystems' team will meet with the City and MoDOT to review the submitted documents, discuss any issues, and receive your comments. Comments will be incorporated into the plans and submitted with future submittals.

Right-of-Way Plans and Legal Descriptions

Once the preliminary plans are approved TranSystems will prepare the right-of-way plans and Powell CWM will prepare the legal descriptions for any new right-of-way or easements. These will be submitted to the City and MoDOT for approval. Once approved and an "A" date is issued TranSystems, and Donoho Appraisals will lead negotiations and property acquisition. TranSystems will compile and submit all necessary Right-of-Way documentation to MoDOT for final approval following the LPA process. The following table summarizes the estimated number of parcels affected and how many legal descriptions are anticipated:

Number of Tracts	Legal Descriptions			Tract Maps
	Right-of-way	Perm. Esmt.	Temp. Esmt.	
10	3	0	10	13

Final Design and Bid Documents

The final engineering and plans will produce 100% unsigned and unsealed plans for City and MoDOT review. The engineering and plans will conform to MoDOT's LPA manual.

TranSystems will compile the 100% unsigned and unsealed plans. These plans may include the following items:

- Title Page
- General Notes

Scope of Services

- Quantities sheets
- Typical Sections
- Roadway Plan and Profiles
- The “Lowe’s Connection” Plan and Profile
- Sidewalk Details
- Driveway Plans
- “Big Block” Retaining Wall Plans – (walls less than 4’ exposed height)
- Intersection Details
 - Blue Jay Drive
 - Stewart Road
- Traffic Signal Plans
- Signal interconnect details
- Signing plans
- Stormwater drainage improvements
 - Detention basin
 - Stormwater pipe profiles
 - Drainage area data
 - Drainage ditch details including erosion prevention counter measures
- Stormwater BMPs design including erosion control plans
- Right of Way and easements (if needed)
- Pavement Markings Plan
- Construction Sequencing (General overview and brief narrative)
- Detailed traffic control plans for each phase of construction
- Removal Plans
- Cross Sections

Cost Estimate

As Final Plans are prepared the Engineer’s Estimate of probable construction costs will also be prepared. The estimate will not include costs for utility relocations or property acquisitions, only estimated construction costs. These items will be submitted to the City and MoDOT for review and comment.

Technical Specifications, Job Special Provisions & Project Manual

TranSystems’ team will prepare the technical specifications and any job special provisions for the bid documents. TranSystems will use these documents in combination with the front-end documents provided by the City of Liberty to prepare the Project Manual in accordance with City and MoDOT criteria.

Scope of Services**Final Plan Review Meeting**

TranSystems' team will meet with the City and MoDOT to review the submitted documents, discuss any issues, and receive your comments. Comments will be incorporated into the plans and submitted with the final bid documents to the City of Liberty.

PS&E and Support through Obligation

TranSystems' team will answer any service questions and provide support to move the PS&E through the submittal process to final obligation and approval to bid.

Bid Services

TranSystems' team will provide assistance during the bid process. We will attend a pre-bid meeting, address questions from the Bidders, and if needed prepare addendums to the plans and specifications.

Meetings

The TranSystems team will attend virtual bi-monthly coordination meetings with the City.

Project Management

Project management will include preparation of monthly invoices, creation, and maintenance of a project schedule in Microsoft Project format and general coordination efforts between TranSystems, the City of Liberty, MoDOT and other interested parties.

Construction Engineering Review

TranSystems' team will review and provide guidance on all change orders over five-thousand dollars (\$5,000) in total contract value change. The team will also review any structural shop drawings for the project to ensure compliance with City and MoDOT standards.

Project Phasing

The scope of this project, described in detail above, will be broken out into two separate phases. Each phase will be preceded by a notice to proceed from the City. The first phase will be capped at \$225,000 based on the city funds already budgeted for the project and will include the following services:

- Surveys and Utilities
- Stewart Road Study & Sidewalk Study for Cost Share Funds
- Cost Share Application
- Environmental Tasks
- Public Outreach Activities
- Preliminary Engineering and Plans
- Right-of-Way Plans and Legal Descriptions
- Meetings
- Project Management

Scope of Services

The second phase will utilize City 2024 funds and will include the following services:

- Final Design and Bid Documents
- Meetings
- Project Management
- Construction Engineering Review

Additional and Future Services

Future phases of the project could include the following items.

Preliminary Engineering for MoDOT Cost Share Funded Improvements

Preliminary design for the cost share improvements

Right-of-Way plans and legal descriptions for the cost share improvements

Final design for the cost share improvements

Bid Services for the cost share improvements

Field engineering and construction inspection services

Scope of Services

Fee

ATTACHMENT B

Estimate of Cost

Fee Summary with Cost Share Survey and Breakdown by Phase/Task

Phase	Phase and Task	2022 Rates	E5	E4	E3/SC5	E2/SC3/P2	T3/SC2	Direct Labor	Expenses
			\$100	\$85	\$80	\$51	\$41		
1	Surveys and Utilities		0	0	6	4	8	\$ 1,012.00	\$ 50.00
	Existing Rights-of-way and Easements				1		1	\$ 121	
	Locate Existing Utilities				1		1	\$ 121	
	Base Map				2		4	\$ 324	\$ 50
	Create Surface TIN Model				1		1	\$ 121	
	Utility Coordination				1	4	1	\$ 325	
1	Stewart Road Study		2	0	5	40	40	\$ 4,280.00	\$ 50.00
1	Sidewalk Study for Cost Share Funds		2	0	4	24	24	\$ 2,728.00	\$ 50.00
1	Cost Share Application		2	0	4	50	0	\$ 3,070.00	\$ 50.00
1	Environmental Tasks		2	0	8	60	80	\$ 7,180.00	\$ 100.00
1	Public Outreach Activities		2	0	4	40	40	\$ 4,200.00	\$ 500.00
1	Preliminary Engineering and Plans		3	2	38	184	202	\$ 21,176.00	\$ 100.00
	Prepare Preliminary Plans		0	2	35	168	202	\$ 19,820	\$ 100
	Title Page					1	1	\$ 92	
	General Notes and Quantities					1	1	\$ 92	
	Typical Sections					4	4	\$ 368	
	Roadway Plan and Profiles				2	8	8	\$ 896	
	The "Lowe's Connection" Plan and Profile				2	4	4	\$ 528	
	Sidewalk Details				2	12	24	\$ 1,756	
	Driveway Plans				1	4	4	\$ 448	
	"Big Block" Retaining Wall Plans				2	8	8	\$ 896	
	Intersection Details				2	6	12	\$ 958	
	Traffic Signal Plans			2	4	24	32	\$ 3,026	
	Stormwater Drainage Improvements				8	40	40	\$ 4,320	
	Stormwater BMPs design				1	8	8	\$ 816	
	Right of Way and Easements				1	4	8	\$ 612	
	Pavement Markings Plan				2	8	8	\$ 896	
	Construction Sequencing				2	8	8	\$ 896	
	Removal Plans				2	4	8	\$ 692	
	Cross Sections				4	24	24	\$ 2,528	
	Cost Estimate		1		1	16		\$ 996	
	Preliminary Plan Review Meeting		2		2			\$ 360	
1	Right-of-Way Plans and Legal Descriptions		2	0	4	16	40	\$ 2,976.00	\$ 250.00
2	Final Design and Bid Documents		3	4	55	267	191	\$ 26,488.00	\$ 200.00
	Prepare Final Plans		0	4	41	199	191	\$ 21,600	\$ 100
	Title Page					1	1	\$ 92	
	General Notes					1	1	\$ 92	
	Quantities Sheets					4		\$ 204	
	Typical Sections					2		\$ 102	
	Roadway Plan and Profiles				4	12	12	\$ 1,424	
	The "Lowe's Connection" Plan and Profile				2	4	4	\$ 528	
	Sidewalk Details				2	8	8	\$ 896	
	Driveway Plans				1	1	1	\$ 172	
	"Big Block" Retaining Wall Plans				2	10	10	\$ 1,080	
	Intersection Details				2	8	16	\$ 1,224	
	Traffic Signal Plans			2	6	50	40	\$ 4,840	
	Signal interconnect details			2	4	8	8	\$ 1,226	
	Signing plans				2	8	8	\$ 896	
	Stormwater Drainage Improvements				4	24	24	\$ 2,528	
	Stormwater BMPs design				1	16	16	\$ 1,552	
	Right of Way and Easements							\$ -	
	Pavement Markings Plan				2	8	8	\$ 896	
	Construction Sequencing				2	8	8	\$ 896	
	Detailed Traffic Control plans				2	8	8	\$ 896	
	Removal Plans				1	2	2	\$ 264	
	Cross Sections				4	16	16	\$ 1,792	
	Cost Estimate		1			16		\$ 916	
	Technical Specifications, Job Special Provisions & Project Manual				8	40		\$ 2,680	
	Final Plan Review Meeting		2		2			\$ 360	
	PS&E and Support through Obligation				2	8		\$ 568	\$ 100
	Bid Services				2	4		\$ 364	
1 & 2	Meetings		12	0	0	48	0	\$ 3,648.00	\$ -
1 & 2	Project Management		12	0	0	96	0	\$ 6,096.00	\$ -
2	Construction Engineering Review		2	0	2	40	0	\$ 2,400.00	\$ 50.00
Subtotal Hours			44	6	130	869	625		

Fee Summary with Cost Share Survey and Breakdown by Phase/Task

Phase 1	Direct Labor	\$	48,940
	OH Rate = 147.13%	\$	72,005
	Subtotal	\$	120,945
	Fixed Fee = 14%	\$	16,932
	Subtotal	\$	137,877
	Reimbursable Expenses	\$	1,150
	Subtotal	\$	139,027
	Powell CWM	\$	85,973
	Donoho Appraisals	\$	-
	PHASE 1 TOTAL	\$	225,000

Phase 2	Direct Labor	\$	36,314
	OH Rate = 147.13%	\$	53,429
	Subtotal	\$	89,743
	Fixed Fee = 14%	\$	12,564
	Subtotal	\$	102,307
	Reimbursable Expenses	\$	250
	Subtotal	\$	102,557
	Powell CWM	\$	16,282
	Donoho Appraisals	\$	60,000
	PHASE 2 TOTAL	\$	178,839

Phase 1 and 2 Totals	Direct Labor	\$	85,254
	OH Rate = 147.13%	\$	125,434
	Subtotal	\$	210,688
	Fixed Fee = 14%	\$	29,496
	Subtotal	\$	240,184
	Reimbursable Expenses	\$	1,400
	Subtotal	\$	241,584
	Powell CWM	\$	102,255
	Donoho Appraisals	\$	60,000
	GRAND TOTAL (PH. 1 & 2)	\$	403,839

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E

Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): TranSystems Corporation

Project Owner (LPA): City of Liberty, Missouri

Project Name: M-291/Blue Jay Drive traffic Signal and Stewart Road/M-291 Intersection

Project Number: STBG-3392(407)/COL Project 22-003

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Printed Name: _____

Signature: _____

Date: _____

Consultant

Printed Name: Frank Weatherford

Signature: Frank Weatherford

Date: 11/2/22

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT FOR CITY OF LIBERTY PROJECT 22-003, M-291/BLUE JAY TRAFFIC SIGNAL AND STEWART/M-291 INTERSECTION IMPROVEMENTS (FEDERAL AID PROJECT STBG-3392(407)) WITH TRANSYSTEMS CORPORATION.

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an Agreement for City of Liberty Project 22-003, M-291/Blue Jay Traffic Signal and Stewart/M-291 Intersection Improvements (Federal Aid Project STBG-3392(407)) by and between the City of Liberty and TranSystems Corporation, in an amount not to exceed TWO HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$225,000.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2021.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-282

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE ACCEPTING (2) PUBLIC STORMWATER DETENTION
FACILITIES EASEMENTS FROM THE CAROLYN L. WALKER TRUST NO. 1 DATED
JUNE 1, 1991 (CHARLIES CARWASH)

Summary:

- The City of Liberty has a permit from the Missouri Department of Natural Resources regulating the discharge of storm water.
- Per this permit, an agreement between the City and property owner to designate maintenance activities on storm water facilities is required.
- Public storm facilities easement is necessary to provide for access and maintenance to stormwater BMP facilities.

Background:

To facilitate the improvements at Charlies Carwash, Lot 1, Wilshire Plaza - Sixth Plat, storm water quality facilities were constructed on the property. Per the City of Liberty's storm water discharge permit from the Missouri Department of Natural Resources, an agreement between the City and post-development landowner(s) is required to designate the responsible party(ies) and the type/frequency of maintenance activities for continued performance of storm water detention and storm water quality facilities. As a condition of the covenant, public storm facilities easements are required.

The easements allow for access to stormwater detention and BMP facilities to allow for emergency maintenance by the City in case of property owner negligence. The storm facilities easement documents are attached and executed by the current property owner, the Carolyn L. Walker Trust No. 1 dated June 1, 1991. City Council acceptance is required prior to recording the easements.

The (2) storm facilities easements were obtained at no cost to the City.

Staff recommends the following actions:

- Approval of an ordinance accepting the stormwater facilities easement for Charlies Carwash in order to facilitate the recording of the documents at the Clay County Recorder of Deeds.

Previous Action (if applicable):

NA

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Easement 1
2. Easement 2
3. 2022-282 Accept Storm Fac Ease Charlies Carwash ORD

EASEMENT FOR STORM DRAINAGE FACILITIES

TRUST
SEC 12 T 51 N R 32 W

THIS AGREEMENT, made this 31st day of October, 2022, by and between: the Carolyn L. Walker Trust No. 1 dated June 1, 1991, a Trust, **GRANTOR**, and THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, **GRANTEE, GRANTEE'S mailing address 101 E. Kansas Street, Liberty, MO 64068.**

WITNESSETH, that the **GRANTOR**, for and in consideration of \$1.00 and other valuable consideration received, and the advantages to be gained from the existence of such storm drainage facilities and appurtenances thereon, does hereby grant unto the **GRANTEE**, a permanent non-exclusive easement and license to locate, construct, reconstruct, maintain, remove, operate, replace and repair, and to authorize the location, construction, reconstruction, maintenance, removal, operation, replacement and repair any and all appurtenances incident thereto over, upon, under and through the following described tract of land lying, being and situated in said City of Liberty, Clay County, Missouri, to wit:

Part of Lot 1, WILSHIRE PLAZA – SIXTH PLAT, a Replat of all of Lot 1, Replat of Lots K & K-1 Wilshire Plaza, Second Plat, together with all of Tract 4, Wilshire Plaza – Second Plat, recorded April 26, 2018, as Document No. 2018012931, in Book I, at Page 32.4 and situated in the Northwest Quarter of Section 12, Township 51 North, Range 32 West of the 5th Principal Meridian in the City of Liberty, Clay County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092 as follows: Commencing at the Northwest corner of said Lot 1, thence South 89°47'49" East, on the North Line of said Lot 1, 205.48 feet; thence South 00°12'11" West, 47.02 feet to the Point of Beginning of the tract of land to be herein described; thence North 76°18'17" East, 17.45 feet; thence South 70°50'51" East, 29.35 feet; thence North 86°47'08" East, 18.26 feet; thence North 89°18'00" East, 35.95 feet; thence South 18°15'40" East, 7.37 feet; thence South 16°04'39" West, 11.61 feet; thence South 33°27'21" West, 17.34 feet; thence South 04°42'24" West, 24.39 feet; thence South 66°42'03" West, 41.57 feet; thence North 50°14'52" West, 45.16 feet; thence North 15°31'35" West, 50.37 feet to the Point of Beginning. Containing 5,342 square feet or 0.123 acres, more or less.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns, as follows:

1. Said easement tract will be kept free from buildings and any other structures or obstructions which will interfere with the GRANTEE in entering upon said land for the purpose of reconstructing, operating, repairing, replacing, and maintaining such storm drainage facilities and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the GRANTOR to be performed which will interfere with or jeopardize or threaten the normal and proper operation and maintenance of such storm drainage facilities and appurtenances.

2. The right of GRANTEE, its agents, servants, employees, or independent contractors to enter upon said land in order to maintain said storm drainage facilities and all appurtenances incidental thereto including the pipes, structures, grounds, and appurtenances if GRANTOR fails to maintain the same. Unless necessitated by a threat to life and/or safety, GRANTEE shall notify GRANTOR and/or the then-current owners of said land not less than thirty (30) days before it begins maintenance of said storm drainage facilities and all appurtenances incidental thereto.

3. The GRANTEE, its successors and assigns, shall be kept free of all claims for damages on said described area, except when caused by an act of negligence on the part of GRANTEE, by reason of the rights herein conveyed by GRANTOR, and the GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder, and that GRANTOR will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

As part of the consideration for this grant, the GRANTOR, does hereby release GRANTEE, its agents, servants, employees, or independent contractors from any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted, except any damage caused by an act of negligence on the part of the GRANTEE, its agents, servants, employees, or independent contractors.

For the same consideration, GRANTEE shall have the right to enter upon said land in order to maintain said storm drainage facilities and all appurtenances incidental thereto including the pipes, structures, grounds, and appurtenances if GRANTOR fails to maintain the same. Unless necessitated by a threat to life and/or safety, GRANTEE shall notify GRANTOR and/or the then-current owners of said land not less than thirty (30) days before it begins maintenance of said storm drainage facilities and all appurtenances incidental thereto.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a grant or dedication of any portion of said land to or for the general public or for any public purposes whatsoever, it being the intention of Grantor and Grantee that this Agreement shall be strictly limited to and for the purposes herein expressed.

5. Estoppel. Grantor and Grantee each agree that it will from time to time, upon request of the other party, execute and deliver to the requesting party and to any other parties designated by such requesting party, within twenty (20) days after demand therefor, an estoppel certificate certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified) and such other matters

reasonably requested.

6. Sole Agreement. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter set forth herein and supersedes all prior negotiations, discussions, writing and agreements between them in connection therewith.

7. Reserved Grantor Rights. There is reserved to Grantor the right to cultivate and fully use and enjoy the property encumbered by the easement hereunder, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation or other activities of Grantee authorized by the terms of this instrument, and further provided that (i) roads, drives, parking lots, drainage facilities, whether paved or otherwise surfaced, curbs, walks, overhead utility wires, and fence crossings; and (ii) underground utility conduit, pipes and sewers which are non-conflicting, may be preserved, operated, constructed, maintained, repaired and utilized by Grantor.

IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.

Carolyn L. Walker Trust No. 1 dated June 1, 1991

By: 
Trace E. Walker, Trustee

STATE OF KANSAS)
)SS
COUNTY OF SALINE)

On this 31st day of October, 2022 before me, personally appeared Trace E. Walker, to me personally known, and who being by me duly sworn, did say that he is Trustee of the Carolyn L. Walker Trust No. 1 dated June 1, 1991, and who executed the foregoing instrument on behalf of said Trust by authority duly conferred upon him and he acknowledged said instrument to be the free act and deed of said Trust.

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

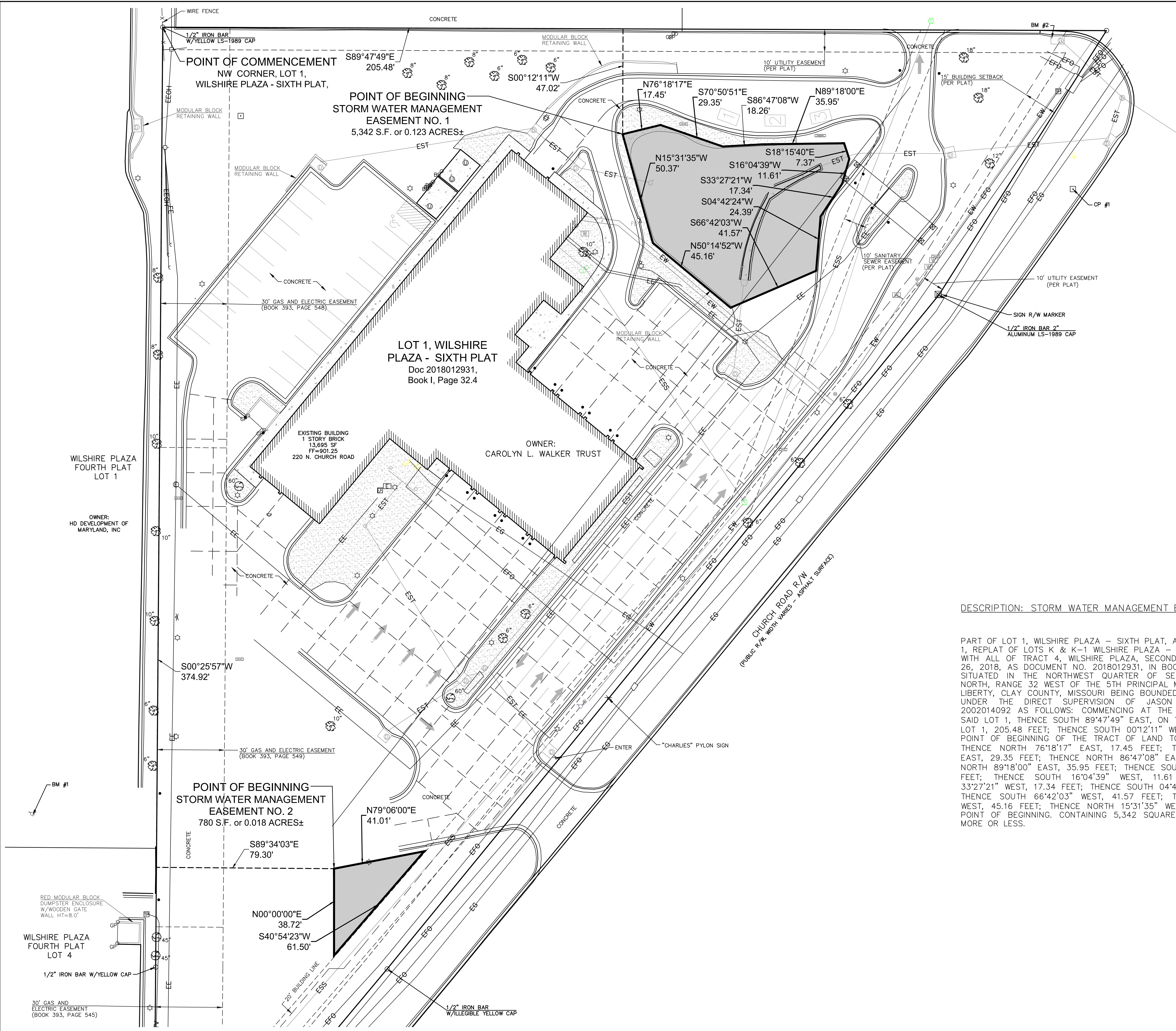


Notary Public in and for said County and State

My term expires 06/08/2025

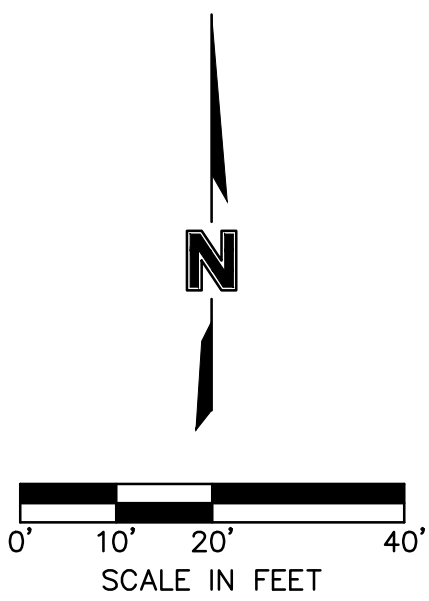


DWG: \\oed\oedconsulting.com\mts-ms\projects\2018\3001-3500\018-3421\40-Design\Exhibits\STORM ESM\STORM ESM 1&2 V_EXH_0183421-STM ESMT 1&2.dwg
DATE: Sep 16, 2022 8:32am
USER: mballard



CHARLIE'S CAR WASH OF LIBERTY
PART OF LOT 1,
WILSHIRE PLAZA - SIXTH PLAT,
NW 1/4 OF SECTION 12 - T51N - R32W
LIBERTY, CLAY COUNTY, MISSOURI

STORM WATER MANAGEMENT
EASEMENT NO. 1



DATE OF SURVEY	
09-16-2022 (Bai)	
drawn by:	Bai
surveyed by:	Bai
checked by:	JSR
approved by:	JSR
project no.:	018-3421
file:	V_EXH_0183421-STM ESMT 1&2

Olsson - Land Surveying - MO 368, KS 114, MO Certificate of Authority-001592
1301 Burlington Street
North Kansas City, MO 64116
TEL 816.361.1177
FAX 816.361.1888
www.olsson.com

SHEET 01 of 01

EASEMENT FOR STORM DRAINAGE FACILITIES

TRUST
SEC 12 T 51 N R 32 W

THIS AGREEMENT, made this 31st day of October, 2022, by and between: the Carolyn L. Walker Trust No. 1 dated June 1, 1991, a Trust, **GRANTOR**, and THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, **GRANTEE, GRANTEE'S mailing address 101 E. Kansas Street, Liberty, MO 64068.**

WITNESSETH, that the **GRANTOR**, for and in consideration of \$1.00 and other valuable consideration received, and the advantages to be gained from the existence of such storm drainage facilities and appurtenances thereon, does hereby grant unto the **GRANTEE**, a permanent non-exclusive easement and license to locate, construct, reconstruct, maintain, remove, operate, replace and repair, and to authorize the location, construction, reconstruction, maintenance, removal, operation, replacement and repair any and all appurtenances incident thereto over, upon, under and through the following described tract of land lying, being and situated in said City of Liberty, Clay County, Missouri, to wit:

Part of Lot 1, WILSHIRE PLAZA – SIXTH PLAT, a Replat of all of Lot 1, Replat of Lots K & K-1 Wilshire Plaza, Second Plat, together with all of Tract 4, Wilshire Plaza – Second Plat, recorded April 26, 2018, as Document No. 2018012931, in Book I, at Page 32.4 and situated in the Northwest Quarter of Section 12, Township 51 North, Range 32 West of the 5th Principal Meridian in the City of Liberty, Clay County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092 as follows: Commencing at the Northwest corner of said Lot 1, thence South 00°25'57" West, on the West Line of said Lot 1, 374.92 feet; thence South 89°34'03" East, 79.30 feet to the Point of Beginning of the tract of land to be herein described; thence North 79°06'00" East, 41.01 feet; thence South 40°54'23" West, 61.50 feet; thence North 00°00'00" East, 38.72 feet to the Point of Beginning. Containing 780 square feet or 0.018 acres, more or less.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns, as follows:

1. Said easement tract will be kept free from buildings and any other structures or obstructions which will interfere with the GRANTEE in entering upon said land for the purpose of reconstructing, operating, repairing, replacing, and maintaining such storm drainage facilities and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the GRANTOR to be performed which will interfere with or jeopardize or threaten the normal and proper operation and maintenance of such storm drainage facilities and appurtenances.

2. The right of GRANTEE, its agents, servants, employees, or independent contractors to enter upon said land in order to maintain said storm drainage facilities and all appurtenances incidental thereto including the pipes, structures, grounds, and appurtenances if GRANTOR fails to maintain the same. Unless necessitated by a threat to life and/or safety, GRANTEE shall notify GRANTOR and/or the then-current owners of said land not less than thirty (30) days before it begins maintenance of said storm drainage facilities and all appurtenances incidental thereto.

3. The GRANTEE, its successors and assigns, shall be kept free of all claims for damages on said described area, except when caused by an act of negligence on the part of GRANTEE, by reason of the rights herein conveyed by GRANTOR, and the GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder, and that GRANTOR will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

As part of the consideration for this grant, the GRANTOR, does hereby release GRANTEE, its agents, servants, employees, or independent contractors from any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted, except any damage caused by an act of negligence on the part of the GRANTEE, its agents, servants, employees, or independent contractors.

For the same consideration, GRANTEE shall have the right to enter upon said land in order to maintain said storm drainage facilities and all appurtenances incidental thereto including the pipes, structures, grounds, and appurtenances if GRANTOR fails to maintain the same. Unless necessitated by a threat to life and/or safety, GRANTEE shall notify GRANTOR and/or the then-current owners of said land not less than thirty (30) days before it begins maintenance of said storm drainage facilities and all appurtenances incidental thereto.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a grant or dedication of any portion of said land to or for the general public or for any public purposes whatsoever, it being the intention of Grantor and Grantee that this Agreement shall be strictly limited to and for the purposes herein expressed.

5. Estoppel. Grantor and Grantee each agree that it will from time to time, upon request of the other party, execute and deliver to the requesting party and to any other parties designated by such requesting party, within twenty (20) days after demand therefor, an estoppel certificate certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified) and such other matters

reasonably requested.

6. Sole Agreement. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter set forth herein and supersedes all prior negotiations, discussions, writing and agreements between them in connection therewith.

7. Reserved Grantor Rights. There is reserved to Grantor the right to cultivate and fully use and enjoy the property encumbered by the easement hereunder, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation or other activities of Grantee authorized by the terms of this instrument, and further provided that (i) roads, drives, parking lots, drainage facilities, whether paved or otherwise surfaced, curbs, walks, overhead utility wires, and fence crossings; and (ii) underground utility conduit, pipes and sewers which are non-conflicting, may be preserved, operated, constructed, maintained, repaired and utilized by Grantor.

IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.

Carolyn L. Walker Trust No. 1 dated June 1, 1991

By: 
Trace E. Walker, Trustee

STATE OF KANSAS)
)SS
COUNTY OF SALINE)

On this 31st day of October, 2022 before me, personally appeared Trace E. Walker, to me personally known, and who being by me duly sworn, did say that he is Trustee of the Carolyn L. Walker Trust No. 1 dated June 1, 1991, and who executed the foregoing instrument on behalf of said Trust by authority duly conferred upon him and he acknowledged said instrument to be the free act and deed of said Trust.

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



Notary Public in and for said County and State

My term expires 06/08/2025



STORM WATER MANAGEMENT EASEMENT NO. 2



PART OF LOT 1, WILSHIRE PLAZA – SIXTH PLAT, A REPLAT OF ALL OF LOT 1, REPLAT OF LOTS K & K-1 WILSHIRE PLAZA, SECOND PLAT, TOGETHER WITH ALL OF TRACT 4, WILSHIRE PLAZA – SECOND PLAT, RECORDED APRIL 26, 2018, AS DOCUMENT NO. 2018012931, IN BOOK 1, AT PAGE 32.4 AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 51 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUBEUSH, P.L.S. 2002014092 AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 00°25'57" WEST, ON THE WEST LINE OF SAID LOT 1, 374.92 FEET; THENCE SOUTH 89°34'03" EAST, 79.30 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 79°06'00" EAST, 41.01 FEET; THENCE SOUTH 40°54'23" WEST, 61.50 FEET; THENCE NORTH 00°00'00" EAST, 38.72 FEET TO THE POINT OF BEGINNING. CONTAINING 780 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.

DATE OF SURVEY
<u>09-16-2022 (Bal)</u>
drawn by: _____ Bal
surveyed by: _____ Bal
checked by: _____ JSR
project no.: _____ 018-3421
file:
V_EXH_0183421-STM ESMT 1&2

olsson

Olsson - Land Surveyors - MO 365, KS 14, MO Certificate of Authority-001592
13801 Burlingame St. TEL 816.361.1777
North Kansas City, MO 64116 FAX 816.361.1888 www.olsson.com

SHEET
01 of 01

DWG: \\oa.odaconsulting.com\infs-nst\projects\2018\3001-3500\018-3421\40-Design\Exhibits\STORM ESWTS\STORM ESM 1&2\EXH_0183421-STM ESMT 1&2.dwg
DATE: Sep 16, 2022 8:53am
USER: mibolland

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING (2) PUBLIC STORMWATER DETENTION FACILITIES
EASEMENTS FROM THE CAROLYN L. WALKER TRUST NO. 1 DATED JUNE 1, 1991
(CHARLIES CARWASH)

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby accepts from the Carolyn L. Walker Trust No. 1 dated June 1, 1991, (2) public easements for storm water detention facilities. A copy of said public easements are attached hereto and made a part hereof as though more fully set out herein.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby directs said public easements and covenant to be filed with this ordinance after being recorded with the Office of the Recorder of Deeds of Clay County, Missouri.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2022.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-287

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: ORDINANCE APPROVING A WAYFINDING SIGNAGE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE CITY WAYFINDING SIGNAGE PROJECT

Summary:

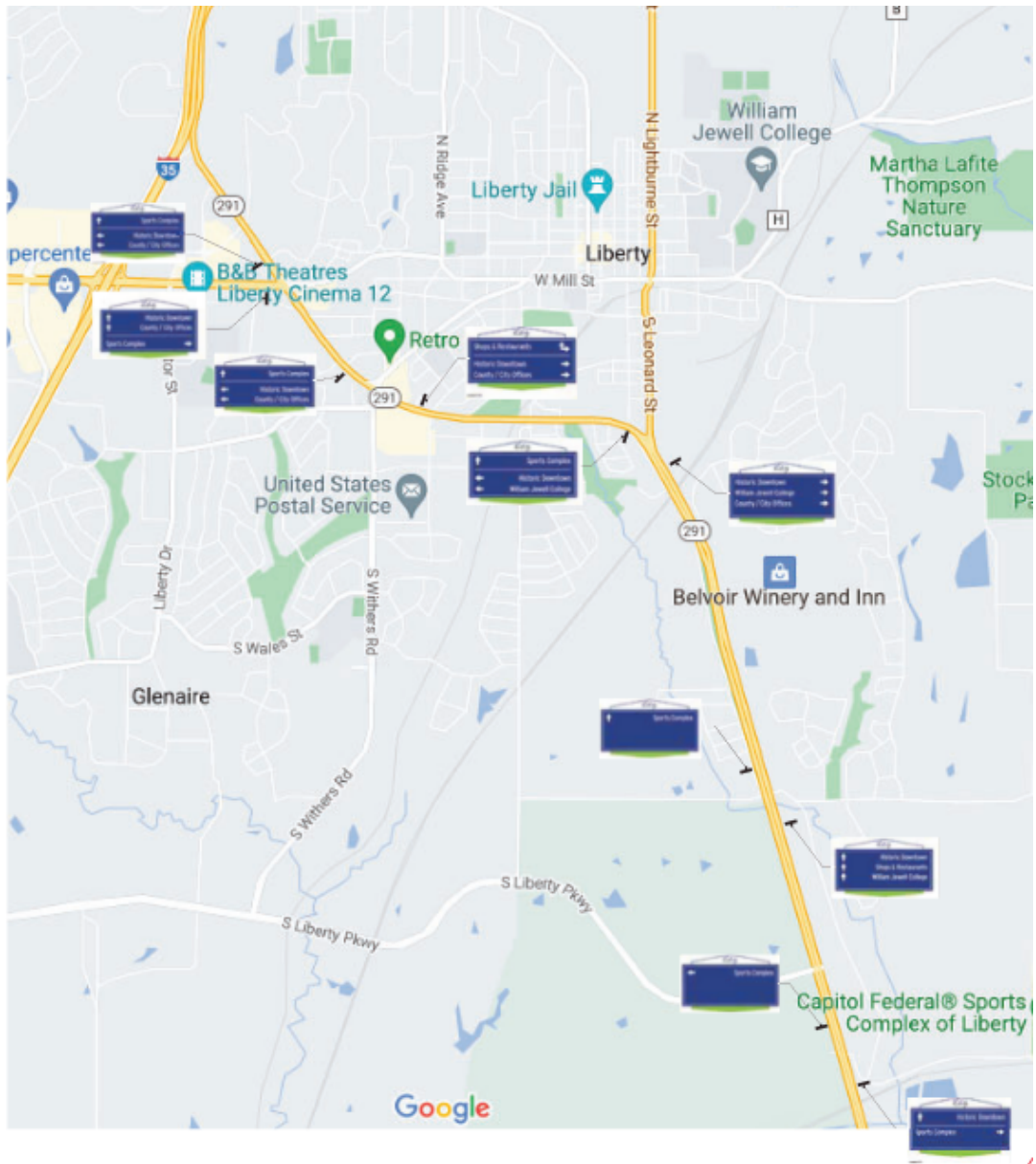
- MoDOT requires the execution of a wayfinding signage agreement to allow for the installation of City wayfinding signs in their right of way.
- Approve an ordinance approving the Wayfinding Signing Agreement with the Missouri Highways and Transportation Commission (MoDOT).

Background:

In 2018, City Council approved a multi-year contract with Star Signs, LLC to produce and install wayfinding signage in multiple locations throughout the City of Liberty. These signs were installed in both the City and Missouri State public rights of way. In the five-year contract, all of the signs have been installed at a cost of \$301,000.00.

In order for the City wayfinding signs to be installed along Highway 291, the Missouri Department of Transportation (MoDOT) requires that a Wayfinding Signing Agreement be approved and executed between the City of Liberty and the Missouri State Highways and Commission. The agreement grants permission for the City to install and maintain the 11 wayfinding signs within the State right of way. Entering into the agreement is at no cost to the City.

This figure shows the approximate location of the 11 signs included in the agreement:



City of Liberty
Wayfinding Signage Location Plan

City staff recommends approval of a wayfinding signage agreement with the Missouri Highways and Transportation Commission for the City Wayfinding Signage Project.

Previous Action (if applicable):

N/A

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:

X Other: N/A	Completed/Recommended:
--------------	------------------------

Financial Considerations:

X Budgeted:	Line Item: N/A	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. MoDOT Signing Agreement 2022-07-71058
2. 2022-287 Approve Wayfinding Singage Agreement MoDOT ORD

CCO Form: TR47

MoDOT District: (Kansas City District)
MoDOT Agreement Administrator: (Brittany Kracht)
eAgreement No.: (2022-07-71058)

Approved: 04/08 (BDG)

Revised: 06/19 (GH)

Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
WAYFINDING SIGNING AGREEMENT
(Installed and Maintained by the City)

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the **City of Liberty** (hereinafter, "City"), whose address is **101 E Kansas St. Liberty, MO 64068**.

WITNESSETH:

WHEREAS, the City has adopted a wayfinding signing program and requests approval from the Commission to install and maintain Wayfinding signs further described below in **Clay** County, Missouri for the city of **Liberty**; and

WHEREAS, the Commission is willing to approve the City's request subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) **LOCATION AND DISPLAY:** The City hereby requests that the Commission allow the City to construct, install and maintain Wayfinding signs under the following conditions:

(A) The sign(s) designs will be reviewed and approved by the Commission to assure they do not violate the guidelines and regulations of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Engineering Policy Guide* for size, color and reflectorization. The sign(s) shall read as displayed in Exhibit A (provided by City).

(B) The sign(s) installation location(s) will be reviewed and approved by the Commission to assure they do not interfere with the performance of other normal highway signing or represent any potential hazard to the traveling public. Sign locations will be generally located as illustrated in Exhibit B (provided by City).

(C) Any additions or modifications to City's Wayfinding signing plan, after the execution of this agreement, will be reviewed by the Commission prior to said modifications.

(2) **INSTALLATION:** All sign installations shall include a breakaway post assembly, in accordance with Commission requirements. The City shall provide plans with the specific location details of the sign installation for approval by the Commission prior to installation. All costs associated with this installation shall be borne by the City.

(3) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways or as directed by the District Engineer or his authorized representative. This applies to the initial installation as well as during any future maintenance activities.

(4) PERMIT AND BONDING:

(A) Before beginning the installation work, the City shall secure a permit from the Commission's District Engineer for the installation of the proposed sign(s). The City shall comply with any additional requirements placed on the issuance of the permit by the District Engineer. The City may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the City. If required, separate permit(s) for future maintenance will be issued.

(B) The City shall secure sufficient bond, as determined by the Commission's District Engineer or authorized representative, for the construction of the wayfinding sign(s) on Commission right-of-way.

(5) COSTS: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of Wayfinding signs, including, but not limited to work zone signing and traffic control during construction will be borne entirely by the City, with no cost incurred by the Commission. In the event the Commission incurs any costs in association with the performance of this Agreement, the City shall reimburse the Commission for those costs.

(6) HIGHWAY SPECIFICATIONS: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The City shall provide a copy of its contractor's certification of material used to the Commission.

(7) MAINTENANCE: The City shall maintain signs following the guidelines of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Engineering Policy Guide* for reflectivity, alignment, and placement. The Commission may request maintenance of the signs by the City, at the City's expense, and the City shall promptly comply with the Commission's request for maintenance of the signs. Failure by the City to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by the City. Given the complexity of some Wayfinding signs, should a replacement sign(s) be part of the maintenance required additional time would be granted by the Commission to complete the repairs. However, any material or remains of the sign installation in question must be removed from the site to eliminate a hazard for the traveling public.

(8) MAINTENANCE BY THE CITY WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the sign(s), the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Commission's District Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes, affects the safety of the traveling public, will cause permanent changes to the configuration of the improvement or involve

excavation of the soil may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(9) REMOVAL:

(A) If the City fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the sign(s).

(B) If the Commission, in its sole discretion, determines that the sign(s) is no longer justified, the Commission may remove the sign(s).

(C) If the Commission, in its sole discretion, determines that the sign(s) should be removed or eliminated as part of a highway or transportation project, the Commission may remove the sign(s).

(D) If the Commission, in its sole discretion, determines that the removal of the sign(s) from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the sign(s).

(E) If the Commission removes the sign(s) in accordance with any provision of this Agreement, the Commission will not reimburse the City for the cost or value of the sign(s).

(10) CITY'S RESPONSIBILITIES: The Commission may request the City to modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted, at the City's cost. The Commission, at its sole discretion, may request the City to relocate the signs to accommodate the install of additional highway signs the Commission deems more appropriate, at the City's cost. The Commission may request the City to remove and relocate signs, at the City's cost, to accommodate the construction of roadway improvements. Should the Commission make any of these requests, the City shall comply with the Commission's request within 14 calendar days. Given the complexity of some Wayfinding signs, should a sign need to be fabricated, additional time will be granted by the Commission to allow for that work to be completed.

(11) CITY'S REPRESENTATIVE: The City's City Engineer is designated, as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

John Findlay
City Engineer
City of Liberty
101 E Kansas St
Liberty, MO 64068

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) NO INTEREST: By placing and maintaining signs on the Commission's right of way, the City gains no property interest in Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be

interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(18) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(19) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

Exhibit A: Sign Display Detail Supplied by the City depicting an image of each sign detail used in the signing plan.

Exhibit B: Sign Location Layout Supplied by the City, the detail will display the boundaries of each Wayfinding district.

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the City _____ (Date).

Executed by the Commission _____ (Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LIBERTY

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

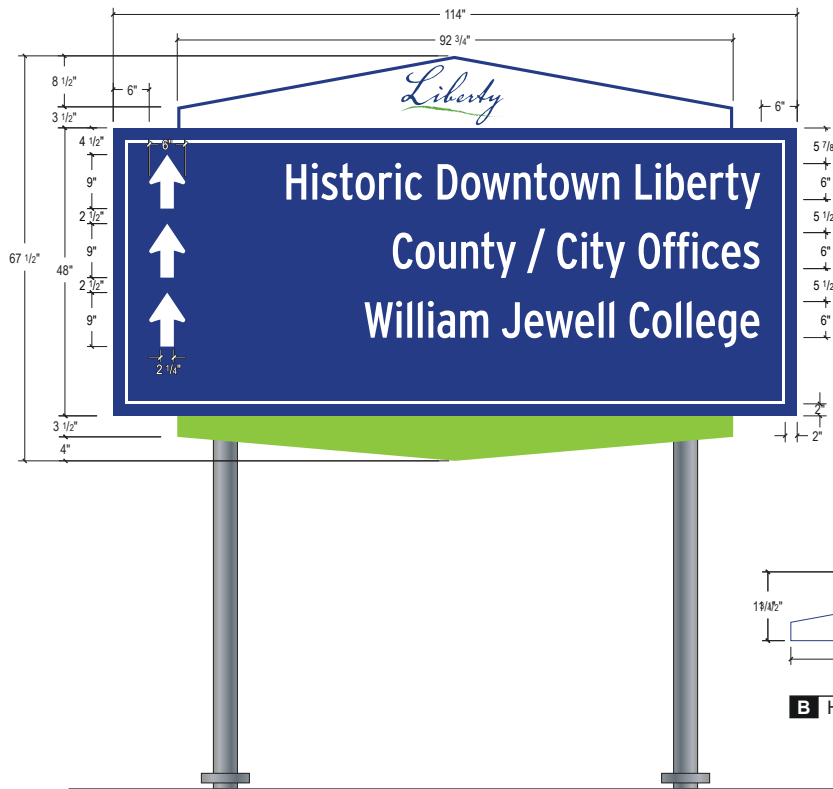
Title _____

Ordinance Number _____

Copies: City
 District Engineer
 Highway Safety and Traffic Division
 Controller's Division

EXHIBIT A
Sign Display Detail
(Provided by City)

DO NOT SCALE DRAWING



Notes:

Upper and lower panels:
1/8" aluminum sheet

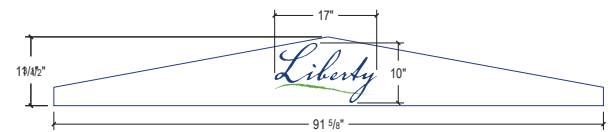
Main Panel:
Extruded aluminum 12" MODOT
sign panels, painted. ALL vinyl is
applied **AFTER** paint including
clear coat.

3M Diamond Grade DG3
prismatic 4090 with blue
printed to match PMS 287c,
3M 1170C clear
overlamine film.

Header is digital print on
3M IJ180-10 white vinyl
with luster laminate. Cut to
shape and apply to face.

Bottom shape is painted to
match PMS 369c, satin
finish, face only.

Arrows, text and border
are White reflective vinyl
3M 680-10.



B Header Vinyl Detail

scale: 3/4" = 1'-0"

A A.01 Elevation

scale: 3/4" = 1'-0"

Letterforms
6" text min. (req'd) = 240' readable distance
(Source: Federal Highway Admin.)

Example Layout only



STAR SIGNS, LLC
801 EAST NINTH STREET
LAWRENCE, KANSAS 66044
785.842.4892 F 785.842.2947
WWW.STARSIGNSLLC.COM

City of Liberty Wayfinding
Phase 2022

Type A.01
Qty (11)

THIS DRAWING IS THE SOLE PROPERTY OF STAR SIGNS, LLC, AND IS INTENDED FOR CUSTOMER APPROVAL ONLY.

REVISIONS:

DATE	DESCRIPTION
03/03/2022	Edited Layouts/copy
03/17/2022	Edited Layouts/copy
09/09/2022	Updated Layouts/copy

09/19/2022 Updated Layouts/copy

APPROVED

APPROVED
AS NOTED

REVISE AND
RESUBMIT

DATE SIGNATURE

SP: SR PM: SB Dwg: CS

10405 6534
Art # SO #

PRINTED: 09 / 19 / 2022

FIRST PRINT: 02/09/2022

A.1
SHEET

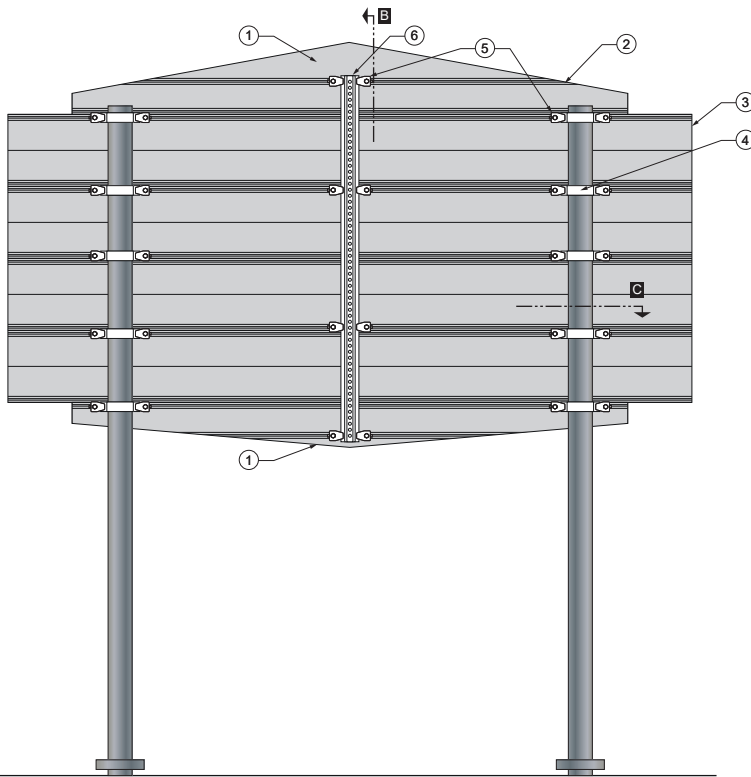
DO NOT SCALE DRAWING

DO NOT SCALE DRAWING

Notes:

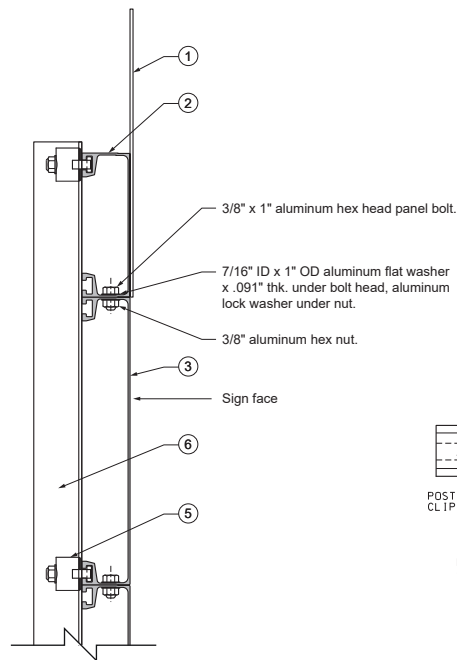
- ① 1/8" aluminum panel. Secure to face of 6" extrusion with LORD adhesive.
- ② 6" extruded aluminum panel.
- ③ 12" extruded aluminum panel.
- ④ Pipe clamp - 4" O.D.
- ⑤ Post/panel clip.
- ⑥ Galv. steel perforated post. Used to reinforce upper and lower panels.

All support structure, including pipes, breakaway connections and footings are by others.



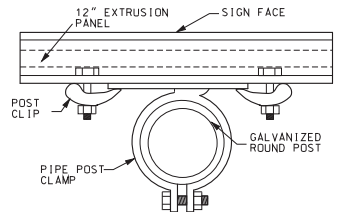
A A.01 Back View

scale: 3/4" = 1'-0"



B Post Clip Detail

scale: 3" = 1'-0"



C Post Clip Plan View

NTS



STAR SIGNS, LLC
801 EAST NINTH STREET
LAWRENCE, KANSAS 66044
785.842.4892 / 785.842.2947
WWW.STARSIGNSLLC.COM

City of Liberty Wayfinding
Phase 2022

Type A.01
Qty (11)

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REVISIONS:

1	03/03/2022	Edited Layouts/copy			
2	06/09/2022	Updated Layouts/copy			
3	09/19/2022	Updated Layouts/copy			

DO NOT SCALE DRAWING

☐ APPROVED

☐ APPROVED AS NOTED

☐ REVISE AND RESUBMIT

DATE

SIGNATURE

SP: SR PM: SB Dwg: CS

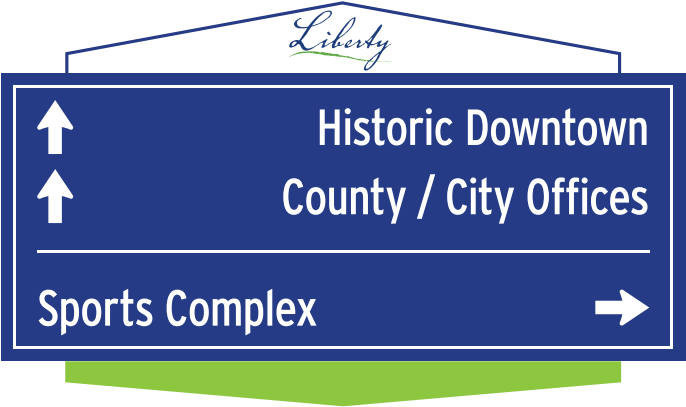
10405 6534
Art # SO #

PRINTED: 09 / 19 / 2022

FIRST PRINT: 02/09/2022

A.2
SHEET

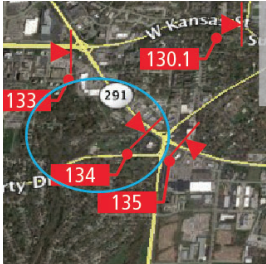
DO NOT SCALE DRAWING



Location # 133



Location # 134



A Message Schedule scale: 3/4"= 1'-0"



STAR SIGNS, LLC
801 EAST NINTH STREET
LAWRENCE, KANSAS 66044
785.842.4892 / 785.842.2947
WWW.STARSIGNSLLC.COM

City of Liberty Wayfinding
Phase 2022

Type A.01
Qty (11)

THIS DRAWING IS THE SOLE PROPERTY OF STAR SIGNS, LLC, AND IS INTENDED FOR CUSTOMER APPROVAL ONLY.

REVISIONS:			
1	02/03/2022	Connect to Layout	
2	05/05/2022	Updated Layout/copy	
3	09/19/2022	Updated Layout/copy	

DO NOT SCALE DRAWING

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DATE _____ SIGNATURE _____		

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10405 6534
Art # SO #

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FIRST PRINT: 02/09/2022
A.3
SHEET

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Liberty

↑

Sports Complex

←

Historic Downtown

←

County / City Offices

Location # 134B

Liberty

↗

Shops & Restaurants

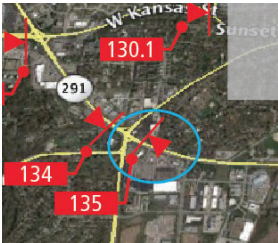
→

Historic Downtown

→

County / City Offices

Location # 135



A Message Schedule scale: 3/4"= 1'-0"

STAR

STAR SIGNS, LLC
801 EAST NINTH STREET
LAWRENCE, KANSAS 66044
785.842.4892 F 785.842.2947
WWW.STARSIGNSLLC.COM

City of Liberty Wayfinding
Phase 2022

Type A.01
Qty (11)

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REVISIONS:

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3	09/19/2022	Updated Layout/copy		

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A.4 SHEET

DO NOT SCALE DRAWING



Location # 138



Location # 139



A Message Schedule scale: 3/4"= 1'-0"



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City of Liberty Wayfinding
Phase 2022

Type A.01
Qty (11)

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3	09/19/2022 Updated Layouts/copy

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DATE

SIGNATURE

SP: SR

PM: SB

Dwg: CS

10405

6534

Art #

SO #

PRINTED: 09 / 19 / 2022

FIRST PRINT: 02/09/2022

A.5

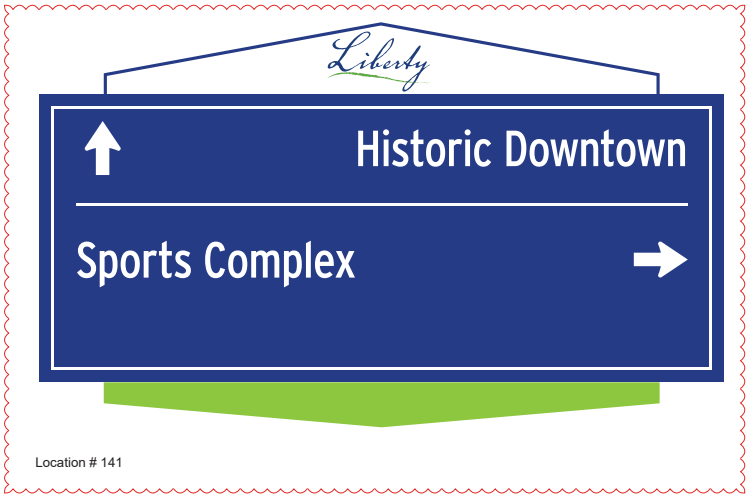
SHEET

DO NOT SCALE DRAWING

DO NOT SCALE DRAWING



Location # 140



Location # 141



A Message Schedule scale: 3/4"= 1'-0"



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City of Liberty Wayfinding
Phase 2022

Type A.01
Qty (11)

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DATE _____ SIGNATURE _____		

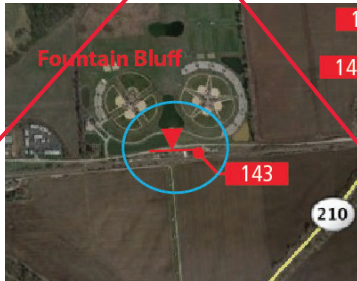
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10405 6534
Art # SO #

PRINTED: 09 / 19 / 2022
FIRST PRINT: 02/09/2022
A.6
SHEET

DO NOT SCALE DRAWING



Location # 143



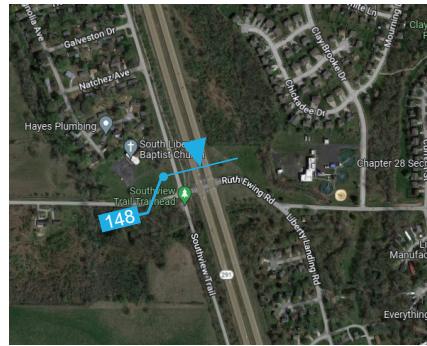
LEAVE AS IS. NO
NEED TO REFACE.
Not on MoDOT ROW.

A Message Schedule

scale: 3/4"= 1'-0"



Location # 148



STAR SIGNS, LLC
801 EAST NINTH STREET
LAWRENCE, KANSAS 66044
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City of Liberty Wayfinding
Phase 2022

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3	09/19/2022	Updated Layout/copy			

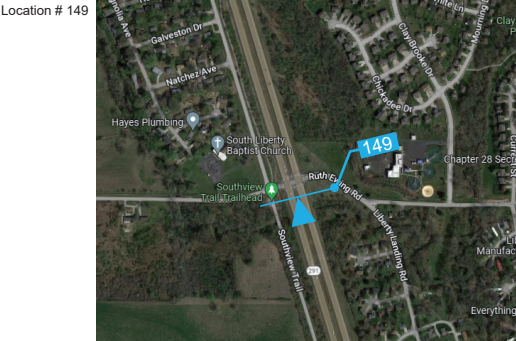
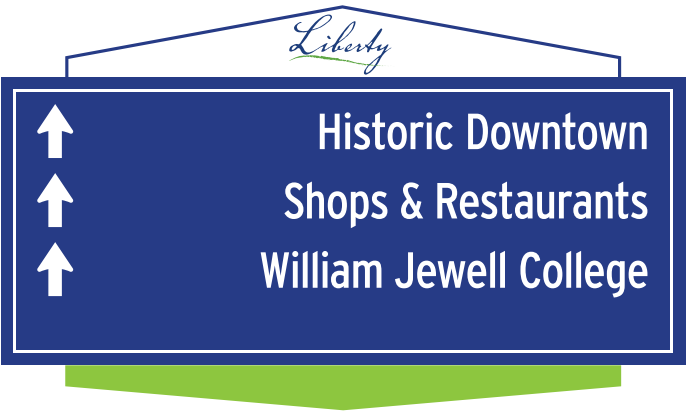
DO NOT SCALE DRAWING

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10405 6534
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A.7
SHEET

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A Message Schedule scale: 3/4"= 1'-0"



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City of Liberty Wayfinding
Phase 2022

Type A.01
Qty (11)

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☐ APPROVED

☐ APPROVED AS NOTED

☐ REVISE AND RESUBMIT

DATE _____ SIGNATURE _____

SP: SR PM: SB Dwg: CS

10405 6534
Art # SO #

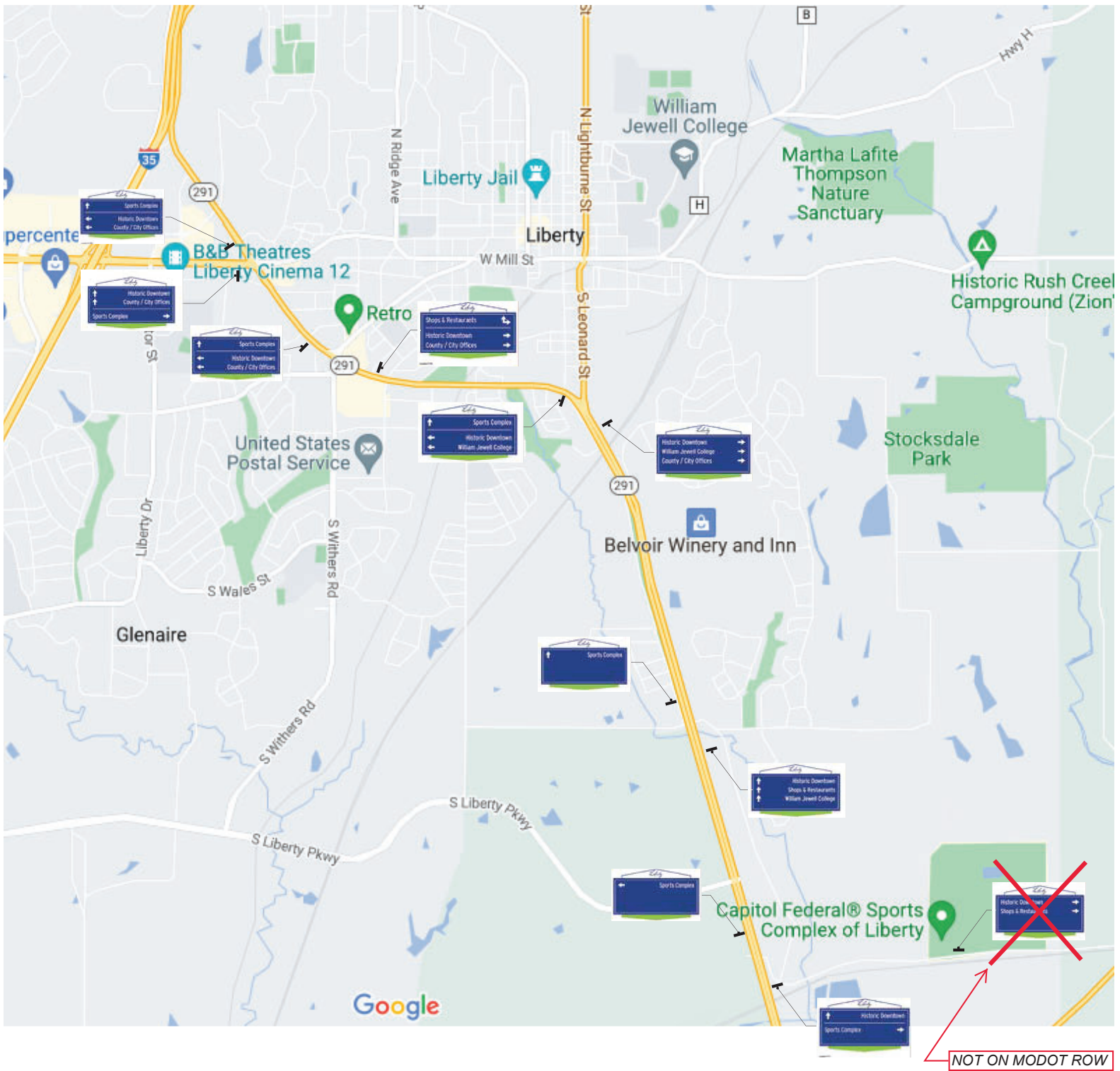
PRINTED: 09 / 19 / 2022

FIRST PRINT: 02/09/2022

A.8
SHEET

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EXHIBIT B
Sign Location Layout
(Provided by City)



City of Liberty Wayfinding Signage Location Plan

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A WAYFINDING SIGNAGE AGREEMENT
WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FOR THE CITY WAYFINDING SIGNAGE PROJECT

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a wayfinding signage agreement by and between the City of Liberty and the Missouri Highways and Transportation Commission for the City Wayfinding Signage Project, a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2022.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: November 14, 2022

A/R No.: 2022-288

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: ORDINANCE APPROVING A SIDEWALK AGREEMENT AND LICENSE WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE COMMERCE BANK DEVELOPMENT PROJECT

Summary:

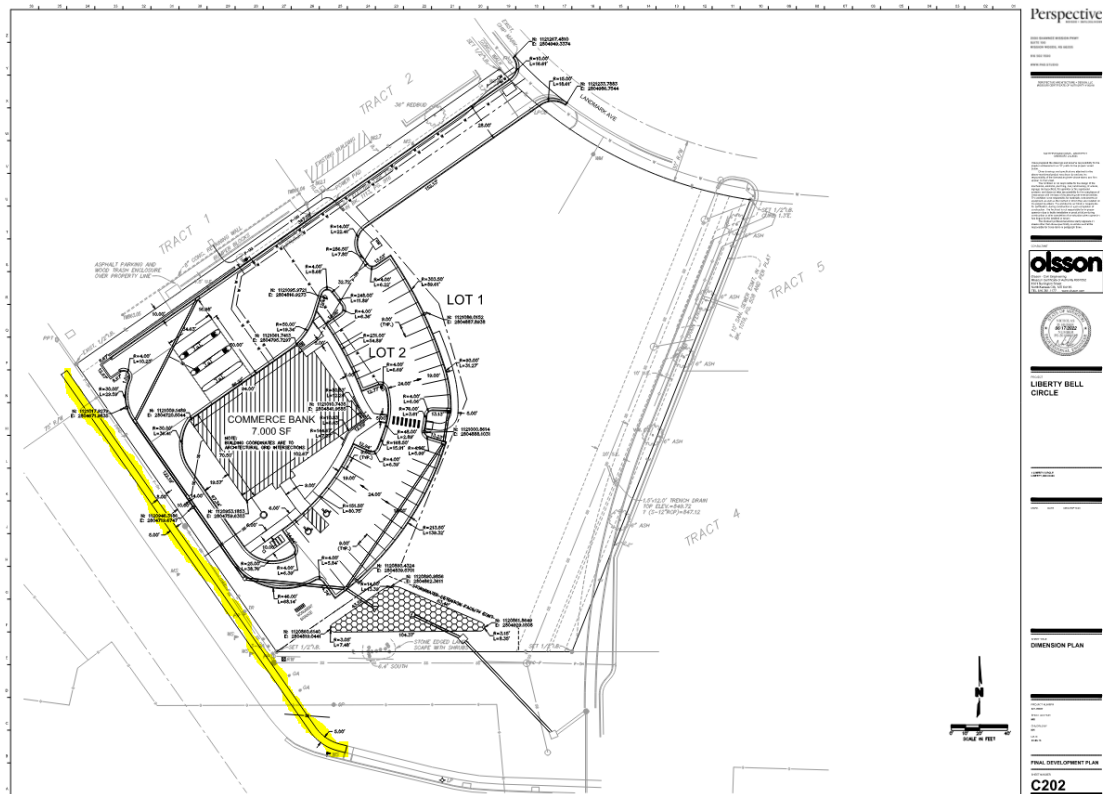
- The Commerce Bank development requires installation of public sidewalk in the (Missouri Department of Transportation (MoDOT) right of way.
- MoDOT requires the execution of a Sidewalk Agreement and License for the construction and maintenance of public sidewalk within their right of way.
- Approve an ordinance approving the Sidewalk Agreement and License with the Missouri Highways and Transportation Commission (MoDOT).

Background:

The Commerce Bank development located at 1 Liberty Bell Circle (NE corner of Highway 291 and Kansas Street) is required to construct public sidewalk along the property frontage of Highway 291.

In order for the sidewalk to be constructed, the Missouri Department of Transportation (MoDOT) requires that a Sidewalk Agreement and License be approved and executed between the City of Liberty and the Missouri State Highways and Transportation Commission. The agreement grants permission to install and maintain public sidewalk within the State right of way. The developer's contractor has completed a MoDOT right of way permit for construction, but the State will not issue the permit until the Agreement is approved and executed. Even though the City will own the public sidewalk, it is the responsibility of the adjacent property owner (Commerce Bank) to construct and maintain the sidewalk according to City Code Section 25-21. Entering into this agreement is at no cost to the City.

The layout of the sidewalk is shown below:



City staff recommends approval of a Sidewalk Agreement and License with the Missouri Highways and Transportation Commission for the Commerce Bank development project.

Previous Action (if applicable):

N/A

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
X Other: N/A	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. MoDOT Sidewalk Agreement for Commerce Bank 2022-08-72371
2. 2022-288 Approve Sidewalk Agreement MoDOT ORD

CCO Form: DE65
Approved: 12/07 (BDG)
Revised: 12/21 (BDG)
Modified: 09/22 (GH)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SIDEWALK AGREEMENT AND LICENSE**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Liberty, Missouri (hereinafter, "City"), whose address is 101 East Kansas Street, Liberty, MO 64069.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, MO 291 located within the City limits in Clay County; and

WHEREAS, the City is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements within the City limits.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained in this Agreement, the parties agree as follows:

(1) PROPOSAL: The City proposes and the Commission will allow the installation, maintenance, and improvement of sidewalks on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalks to be installed and maintained pursuant to this Agreement is along the left side of Route 291 from Route 291 station 550+64.62 to station 554+01.30 City of Liberty, Clay County, Missouri, as shown on the attachment marked as Exhibit A, which is incorporated herein by reference.

(3) COSTS: All costs associated with the construction of the proposed sidewalks including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the City, with no cost incurred by the Commission.

(4) PLANS: The City shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and

traffic signals installed with the proposed improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The City shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The City will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the City to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) OWNERSHIP AND MAINTENANCE: All sidewalks constructed pursuant to this Agreement within the state-owned right-of-way shall become the City's property. The City, at its sole cost and expense, is responsible for maintaining, repairing, and improving all sidewalks and the area adjacent thereto in a fully operational, reasonably safe, and aesthetically acceptable condition. Maintenance by the City will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a reasonably safe condition for use of the sidewalks by the general public at all times. If the City fails to maintain the sidewalks in a reasonably safe condition, then the Commission may cancel this Agreement and License and remove the sidewalks from Commission right-of-way at the City's cost and expense.

(10) PERMITS: Before beginning work, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City shall comply with any additional conditions placed on the permit by the Commission.

(11) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the

date specified in the notice of cancellation sent to the City.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The City shall comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(22) NO OWNERSHIP INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the City gains no ownership interest in Commission right-of-way. Under this License, the City has ownership and exclusive control over the condition of the sidewalk only; however, the Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the City shall not be entitled to a refund of the funds expended by the City pursuant to this Agreement.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF _____

By_____

By_____

Title_____

Title_____

ATTEST:

ATTEST:

By_____

Secretary to the Commission

Title_____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title_____

Ordinance Number: _____

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SIDEWALK AGREEMENT AND LICENSE
WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FOR THE COMMERCE BANK DEVELOPMENT PROJECT

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a sidewalk agreement and license by and between the City of Liberty and the Missouri Highways and Transportation Commission for the Commerce Bank development project, a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2022.

MAYOR