



Agenda

City Council Regular Session

Monday, January 23, 2023 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. COUNCIL MEMBER JEFF WATT

III. Roll Call

IV. Approve Minutes and Summaries

V. Citizens' Participation

A. JERRY CLARK - TRI-CIT TELECOMMUNICATOR OF THE YEAR AWARD

VI. Meeting Schedule

VII. Consent Agenda

- A. MOTION TO AUTHORIZE THE PURCHASE OF A LAND PRIDE BATWING MOWER FROM HEARTLAND TRACTOR IN AN AMOUNT NOT TO EXCEED \$23,785.50
- B. MOTION TO AUTHORIZE THE PURCHASE OF TWO JOHN DEERE Z994 MOWERS FROM LAWN AND LEISURE OF LEE'S SUMMIT, MO IN AN AMOUNT NOT TO EXCEED \$28,024.22
- C. MOTION TO AUTHORIZE THE PURCHASE OF A 2022 NEW HOLLAND POWERSTAR 75 TRACTOR FROM ST. JOSEPH TRACTOR IN AN AMOUNT NOT TO EXCEED \$57,500.00
- D. MOTION TO AUTHORIZE A BLANKET PURCHASE ORDER AND DELIVERY OF HYDRATED LIME FROM MISSISSIPPI LIME IN AN AMOUNT NOT TO EXCEED \$400,000.00
- E. MOTION TO APPROVE A PURCHASE ORDER TO HARCROS CHEMICAL FOR THE PURCHASE AND DELIVERY OF SODIUM FLUORIDE IN AN AMOUNT NOT TO EXCEED \$30,000.00

VIII. Public Hearings

IX. Ordinances, Contracts and Resolutions

- A. ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD OF DECEMBER 30, 2022 TO JANUARY 13, 2023
- B. ORDINANCE AMENDING ORDINANCE NO. 11561, AMENDING AN AGREEMENT WITH DENALI WATER SOLUTIONS, LLC FOR THE DISPOSAL OF WATER PLANT RESIDUALS
- C. ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF LIBERTY AND WEATHER OR NOT WEATHER SERVICE IN AN

AMOUNT NOT TO EXCEED \$21,473.00

- D. ORDINANCE APPROVING A CONTRACT WITH J&M DISPLAYS FOR THE LIBERTY FEST FIREWORKS DISPLAY LOCATED AT CAPITOL FEDERAL SPORTS COMPLEX OF LIBERTY IN AN AMOUNT NOT TO EXCEED \$35,000.00
- E. ORDINANCE APPROVING A CONTRACT WITH STRATUS BUILDING SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$48,600.00 FOR THIRD SHIFT CONTRACTUAL CUSTODIAL SERVICES AT THE LIBERTY COMMUNITY CENTER
- F. SPORTS APPAREL UNIFORMS
 - 1. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH CHALLENGER TEAMWEAR GROUP FOR FY 2023 YOUTH SPORTS APPAREL - YOUTH SOCCER
 - 2. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH CUSTOM GRAPHICS FOR FY 2023 YOUTH SPORTS APPAREL - YOUTH BASEBALL/SOFTBALL JERSEYS, BASEBALL CAPS AND VOLLEYBALL JERSEYS
 - 3. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH TW SPORTSWEAR FOR FY 2023 ADULT AND YOUTH SPORTS APPAREL - BASKETBALL JERSEYS, BITTY SPORTS AND ADULT SPORTS CHAMPIONSHIP SHIRTS
- G. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH KOHL WHOLESALE IN AN AMOUNT NOT TO EXCEED \$70,000.00 FOR FY 2023 CONCESSION FOOD AND SUPPLIES
- H. RESOLUTION APPROVING AN AMENDMENT TO ON-CALL ENGINEERING TASK ORDER NO. 7 WITH HDR ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$110,130.00

X. Other Business

- A. FAIRVIEW CEMETERY/BLOCK 174

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
ACTION REPORT**

Meeting Date: January 23, 2023

A/R No.: 2023-369

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: MOTION TO AUTHORIZE THE PURCHASE OF A LAND PRIDE BATWING
MOWER FROM HEARTLAND TRACTOR IN AN AMOUNT NOT TO EXCEED
\$23,785.50

Summary:

- Included as a part of the Parks and Recreation 2023 capital improvement equipment replacement program, is the replacement of a batwing mower for the Parks and Natural Resources Division.
- Staff contacted three area vendors for price quotes. All vendors are members of the Sourcewell Coop.
- Purchase price \$23,785.50

Background:

The replacement of a batwing mower for the Parks and Natural Resources Division is part of the Parks and Recreation Department's 2023 capital improvement equipment replacement program. The Land Pride batwing mower has flexible mowing decks that allow one tractor to mow a 16-foot wide path of land in one pass. This unit is vital for mowing the large open lawn areas within the parks. This unit will replace an 11-year-old implement that requires maintenance and replacement parts.

Pricing summary:

Heartland Tractor	\$23,785.50
Van Wall	\$23,792.75
Coleman Equipment	\$31,764.00

Staff recommends approval of the equipment purchase from Heartland Tractor utilizing the Sourcewell Coop price to purchase a Land Pride batwing mower.

Park Board Approval December 1, 2022

Citizen Sales Tax Oversight Committee Approval January 12, 2023

Previous Action (if applicable):

Policy/Committee Review:

x Citizen Sales Tax Oversight Committee	Completed/Recommended: 01/12/2023
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:

Other:	Completed/Recommended:
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Financial Considerations:

x Budgeted:	Line Item: 54.60.420.36.7101	Amount: \$23,785.50
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Heartland Tractor Batwing Mower



CITY COUNCIL ACTION REPORT

Meeting Date: January 23, 2023

A/R No.: 2023-370

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: MOTION TO AUTHORIZE THE PURCHASE OF TWO JOHN DEERE Z994 MOWERS FROM LAWN AND LEISURE OF LEE'S SUMMIT, MO IN AN AMOUNT NOT TO EXCEED \$28,024.22

Summary:

- Included as a part of the Parks and Recreation Department's 2023 capital improvement equipment replacement program is the replacement of two (2) John Deere Z994 mowers for the Parks and Natural Resources Division.
- Staff utilized the Sourcewell Coop price agreement to procure the new equipment.
- The price of the mowers includes a \$7,000.00 trade-in mower.
- The final purchase price is \$28,024.22

Background:

The replacement of two mowers for the Parks and Natural Resources Division is included as a part of the Parks and Recreation Department's 2023 capital improvement equipment replacement program. The current units have exceeded the life of work hours and are recommended for replacement. The life-hours are an indicator that maintenance costs will increase as more repairs become needed to the wearable parts of the equipment.

Staff recommends approval of the equipment purchase from Deere & Company (Lawn and Leisure of Lee's Summit) utilizing the Sourcewell Coop pricing to purchase two John Deere Z994 replacement mowers.

Staff requests approval of a motion authorizing the purchase of replacement equipment in an amount not to exceed \$28,024.22 from the Park Sales Tax fund.

Previous Action (if applicable):

Policy/Committee Review:

x Citizen Sales Tax Oversight Committee	Completed/Recommended: 01/12/2023
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: Park Board	Completed/Recommended: 12/1/2022

Financial Considerations:

x Budgeted:	Line Item: 54.60.420.36.7101	Amount: \$28,024.22
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. LawnLeisure Z994R X2

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Lawn & Leisure - Lees Summit
 706 Se Blue Parkway
 Lees Summit, MO 64063
 816-524-6695
 KraftS@LawnandLeisure.com

Quote Summary
Prepared For:

LIBERTY PARKS & RECREATION
 1600 S WITHERS RD
 LIBERTY, MO 64068
 Business: 816-439-4382

Delivering Dealer:

Lawn & Leisure - Lees Summit
 Bryan Acree
 706 Se Blue Parkway
 Lees Summit, MO 64063
 Phone: 816-524-6695
 acreeb@lawnandleisure.com

Quote ID: 27423154

Created On: 12 September 2022

Last Modified On: 03 January 2023

Expiration Date: 11 November 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z994R Diesel Commercial ZTrak	\$ 22,743.00	\$ 17,512.11 X	1 =	\$ 17,512.11
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: September 9, 2022				
JOHN DEERE Z994R Diesel Commercial ZTrak	\$ 22,743.00	\$ 17,512.11 X	1 =	\$ 17,512.11
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: September 9, 2022				
Equipment Total				\$ 35,024.22

Trade In Summary	Qty	Each	Extended
2019 JOHN DEERE Z994R DIESEL MIDZ - 1TC994RGPKT011232	1	\$ 7,000.00	\$ 7,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 7,000.00
Trade In Total			\$ 7,000.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 35,024.22

Trade In \$(7,000.00)

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Lawn & Leisure - Lees Summit
706 Se Blue Parkway
Lees Summit, MO 64063
816-524-6695
KraftS@LawnandLeisure.com

SubTotal	\$ 28,024.22
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 28,024.22
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 28,024.22

Salesperson : X _____

Accepted By : X _____



Date: 12/2/2022

Sold to: **City Of Liberty**
BJ Staab
1600 S. Withers Rd
Liberty, MO 64068

Bill to: **City Of Liberty**
BJ Staab
1600 S. Withers Rd
Liberty, MO 64068

Ship to: **City of Liberty**
Nick Vassmer
359 S. Terrace Ave
Liberty, MO 64068

Vendor: **John Deere Company**
2000 John Deere Run
Cary, NC 27513

RE: **Sourcewell**

The **City of Liberty** would like to purchase Two John Deere **z994r Mowers** on the contract listed above, on Quote ID 27423154. The total cost of the equipment is **\$ 28,024.22**. We would like **Lawn and Leisure in Lees Summit MO** to be the delivering dealer.

Thank you,

A handwritten signature in black ink, appearing to read "BJ Staab".

Liberty Parks & Recreation Director



**CITY COUNCIL
ACTION REPORT**

Meeting Date: January 23, 2023

A/R No.: 2023-371

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: MOTION TO AUTHORIZE THE PURCHASE OF A 2022 NEW HOLLAND
POWERSTAR 75 TRACTOR FROM ST. JOSEPH TRACTOR IN AN AMOUNT NOT
TO EXCEED \$57,500.00

Summary:

- Included as a part of the Parks and Recreation Department's 2023 Capital Improvement Program is the purchase of a tractor.
- Staff proposes to utilize the Sourcewell Coop to purchase a 2022 New Holland Powerstar 75 tractor.
- Factory warranty.
- Purchase only; staff will pick up the tractor.

Background:

Proposed is the purchase of a 2022 New Holland Power Star 75 Tractor for \$57,500.00. This tractor will replace the 2002 John Deere 5420 tractor, which has reached the end of its service life. The replacement tractor will primarily be utilized to operate a 16-foot mower, which maintains large areas of turf in all of the parks. Other uses for this tractor include grading, brush cutting and blading of snow in parking lots.

Staff recommends approval of the equipment purchase from St. Joseph Tractor utilizing the Sourcewell Coop pricing to purchase a 2022 New Holland Powerstar 75 tractor.

Previous Action (if applicable):

Policy/Committee Review:

x Citizen Sales Tax Oversight Committee	Completed/Recommended: 01/12/2023
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: Park Board	Completed/Recommended: 12/01/2022

Financial Considerations:

x Budgeted:	Line Item: 54.60.420.36.7101	Amount: \$57,500.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-	Line Item:	Amount:

Budgeted	Line Item:	
	Funding Source:	Amount:

Attachments:

1. City Of Liberty PWST75S St Joe Tractor



KINZE Ag Leader®



BUYER City of Liberty Parks and Recreation PHONE _____ DATE 11/16/22

ADDRESS _____ CITY _____ STATE _____ ZIP _____

Qty:	N/U	DESCRIPTION, MAKE, MODEL, SERIAL NO.	STK. NO.	AMOUNT
1	New	2022 New Holland Powerstar 25 SN: HWAN00107 - Cab (Heat / Radio / AC) - 12x12 Power Shuttle - 4WD - 84" Bucket - 540 PTO - Loader - 3PT Ground Control - 2 Remotes - 2 Year Warranty	N00107	\$57,500

TRADE INS Buyer certifies below Trade ins to be free of encumbrances			TRADE-IN ALLOWANCE	TOTAL CASH DELIVERED PRICE <u>\$57,500</u>
MAKE & YEAR	MODEL	DESCRIPTION		TRADE-IN ALLOWANCE
				TRADE DIFFERENCE
				SALES TAX <u>Exempt</u>
				SUB-TOTAL
				CASH W/ ORDER
		TOTAL TRADE-IN ALLOWANCE		BALANCE DUE <u>\$57,500</u>

NOTES: Delivery Not Included Balance Due: On Delivery As Specified Below Source Well contract

FARM/MOBILE INDUSTRIAL EQUIPMENT SAFETY CHECK

DEALERS CHECK:	Yes	No
All guards in place and points of danger protected	☐	☐
Equipment modified or altered (Give details and date on reverse side)	☐	☐
Instruction booklet provided	☐	☐
Operating instructions given	☐	☐
Warning or safety advisory decals in place	☐	☐
ROPS system in place	☐	☐
ROPS rejected by customer	☐	☐

CUSTOMER'S ACCEPTANCE

I understand fully the proper and safe operation of this equipment. The dealer and I have read and completed this form and agree with the above information.

Signed _____ Date _____

- ☐ SOLD USED AS IS No warranty of any kind.
☐ SOLD USED WITH 50-50 WARRANTY. The dealer hereby guarantees this (these) machine(s) for days after 20 with the understanding that necessary repairs made within this period of time will be charged half of the buyer and half to the dealer, of total costs parts and labor used.
☒ SOLD NEW WITH Factory warranty
 SPECIAL AGREEMENTS _____

ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT must be made in dealer's shop. No warranty is given by the dealer for tires, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This guarantee is not transferable.

I hereby agree to the conditions of this order, expressed in the foregoing, constituting a purchase contract. I hereby certify that I am of legal age and acknowledge receipt of a copy of this order.

Notice to the buyer: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. Buyer certifies above Trade-ins to be free of incumbrances.

SALESMAN [Signature] (Dealership Manager's Signature)



**CITY COUNCIL
ACTION REPORT**

Meeting Date: January 23, 2023

A/R No.: 2023-356

Department: Utilities

Submitted By: Micah Hollingsworth, Water Plant Crew Leader, Kevin Ash, Water Plant

Subject: MOTION TO AUTHORIZE A BLANKET PURCHASE ORDER AND DELIVERY OF HYDRATED LIME FROM MISSISSIPPI LIME IN AN AMOUNT NOT TO EXCEED \$400,000.00

Summary:

Purchase of hydrated lime from Mississippi Lime for the City's water production plant processes

Background:

The City's water production plant uses certain chemicals in the production process. Lime is utilized in large quantities throughout the year for softening and coagulation. The 2023 Water Fund budget includes funds to cover this purchase throughout the year.

Mississippi Lime is the sole source provider for quality lime in the region. A proposal was received from the company that includes a separate fuel surcharge cost and a delivered price per ton for the product. The fuel surcharge is calculated monthly and reported by the US Department of Energy. This charge is based on the truck delivery charge and is a percentage additive to the delivery charge.

The 2023 unit cost for standard hydrate lime is \$315.36/ton, including the delivery charge of \$68.42/ton and an estimated 30% fuel surcharge. The 2022 unit cost varied between \$270 and \$300 per ton with the variance caused by fuel surcharge variances. Deliveries are anticipated to be weekly to bi-weekly as required. Annual chemical usages are very difficult to predict, as they are based upon water demand during the production year. All usage quantities are estimated in anticipation of the average demand historically experienced.

The 2023 budget includes a chemical line item budgeted at \$500,000 that anticipates annual purchases of lime, bleach for disinfection, sodium fluoride and potassium permanganate. Staff recommends the approval of a blanket purchase order in the amount of \$400,000 with Mississippi Lime for the purchase of standard hydrated lime for Liberty's water production year.

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:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 90.70.802.04.5010	Amount:\$400,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Miss. Lime Contract 2023

**AGREEMENT FOR SERVICE FOR
Purchase of Hydrated Lime Between
MAYOR, COUNCILMEN, AND CITIZENS OF THE CITY OF LIBERTY, CLAY COUNTY,
MISSOURI
And
Mississippi Lime**

THIS AGREEMENT FOR SERVICE FOR the purchase of Bulk Hydrated Lime (“AGREEMENT”) is made this _____ day of _____, 2022, between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and Mississippi Lime as CONTRACTOR.

In consideration of the following covenants and agreements, the City and Contractor hereby mutually agree as follows

WITNESSETH

CITY and CONTRACTOR hereby agree that CONTRACTOR shall purchase any equipment listed in the Scope Letter, install and purchase priority equipment. Contractor agrees to pay all taxed necessary to perform work, shall provide proof of workers’ compensation coverage for any person doing the work, and shall provide proof the Contractor has a valid license that entitles Contractor to do business within the corporate limits of the CITY. The project shall be subject to Missouri Prevailing wages not less than prevailing wage included must be paid to all workers performing work under the contract.

In consideration of the following covenants and AGREEMENTs, the CITY and the CONTRACTOR

1. Scope
 - 1.1. Contractor Obligations
 - 1.1.1. To deliver Hydrated Lime to the Water Treatment Plant in bulk amounts as needed.
2. INSURANCE
 - 2.1. The CONTRACTOR shall provide a certificate of insurance indicating general liability insurance coverage in an amount of at least \$2,000,000 per occurrence, shall name the CITY as additional insured for general liability insurance coverage and shall maintain evidence of insurance as follows:
 - 2.1.1. Worker's Compensation meeting at least the minimum requirements of the laws of the State of Missouri, and Employer's Liability with a minimum single limit of \$1,000,000.
 - 2.1.2. Commercial General Liability minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence.
 - 2.1.3. Automobile Liability Insurance minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence to include premises operations and subcontractors.
 - 2.1.4. Completed Operations and Contractual Liability are to be included under the Commercial General Liability coverage. The insurance policies, including excess liability/umbrella coverage, will have combined limits of no less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate. Environmental Impairment insurance in the amount of \$10,000,000.
3. PAYMENT
 - 3.1. The CONTRACTOR shall submit an invoice upon completion SERVICES, using the rates and the amounts agreed in AGREEMENT. The CITY shall pay all invoices within 30 days after receipt of the invoice.
4. Price
 - 4.1. The Scope letter states that the expected amount for all services shall total \$400,000, to be paid in installments per delivery.
5. The following address is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to CITY.

Mississippi Lime
3870 S. Lindbergh Blvd, Saint Louis Missouri 63127
Telephone: 800-437-5463

In witness whereof, city and contractor accept the terms and condition of this contract through their respective signatures below, as officially approved by the Liberty City Council and attested to the Deputy City Clerk on the date and year noted below:

Approved this _____ day of _____, 2022.

CITY OF LIBERTY, MISSOURI

ATTEST:

BY _____
MAYOR

DEPUTY CITY CLERK

CONTRACTOR
Mississippi Lime

BY _____ (Seal)
AUTHORIZED OFFICIAL

Name/Title _____

Attest _____

Name/Title _____



**CITY COUNCIL
ACTION REPORT**

Meeting Date: January 23, 2023

A/R No.: 2023-357

Department: Utilities

Submitted By: Micah Hollingsworth, Water
Plant Crew Leader

Subject: MOTION TO APPROVE A PURCHASE ORDER TO HARCROS CHEMICAL
FOR THE PURCHASE AND DELIVERY OF SODIUM FLUORIDE IN AN AMOUNT
NOT TO EXCEED \$30,000.00

Summary:

Issuance of a purchase order for the purchase of sodium fluoride from Harcros Chemical for the City's water production plant processes.

Background:

Operations at the City's water production plant require certain chemicals in the production process. Sodium Fluoride is added to maintain a fluoride residual that helps fight tooth decay. This chemical is required for water production throughout the year. Proposals were requested from three companies that provide various chemical products. The following quotes were received from each vendor.

Vendor	Sodium Fluoride	Cost for 2023 to purchase expected 13,500 lbs
Brenntag	3.13/lb	\$42,255
WSU	2.13	\$28,755
Harcros	2.09/lb	\$28,215
All prices in US Dollars		
Selected Vendor Product		

The unit costs include transportation to the water production plant with deliveries anticipated to be bi-monthly, or as needed.

The 2023 budget includes a chemical line item budgeted at \$500,000 that anticipates annual purchases of lime, bleach for disinfection, sodium fluoride and potassium permanganate. Staff is requesting approval for the purchase of sodium fluoride from Harcros in the amount of \$30,000 for 2023.

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:

Other:	Completed/Recommended:
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Financial Considerations:

Budgeted:	Line Item: 90.70.802.04.5010	Amount: \$30,000
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Harcros Contract for SF 2023

**AGREEMENT FOR SERVICE FOR
Purchase of Sodium Fluoride Between
MAYOR, COUNCILMEN, AND CITIZENS OF THE CITY OF LIBERTY, CLAY COUNTY,
MISSOURI
And
Harcros Chemical Inc.**

THIS AGREEMENT FOR SERVICE FOR the purchase of Sodium Fluoride (“AGREEMENT”) is made this _____ day of _____, 2022, between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and Harcros Chemical Inc. as CONTRACTOR.

In consideration of the following covenants and agreements, the City and Contractor hereby mutually agree as follows

WITNESSETH

CITY and CONTRACTOR hereby agree that CONTRACTOR shall purchase any equipment listed in the Scope Letter, install and purchase priority equipment. Contractor agrees to pay all taxed necessary to perform work, shall provide proof of workers’ compensation coverage for any person doing the work, and shall provide proof the Contractor has a valid license that entitles Contractor to do business within the corporate limits of the CITY. The project shall be subject to Missouri Prevailing wages not less than prevailing wage included must be paid to all workers performing work under the contract.

In consideration of the following covenants and AGREEMENTs, the CITY and the CONTRACTOR

1. Scope
 - 1.1. Contractor Obligations
 - 1.1.1. To deliver Sodium Fluoride to the Water Treatment Plant in bulk amounts as needed.
2. INSURANCE
 - 2.1. The CONTRACTOR shall provide a certificate of insurance indicating general liability insurance coverage in an amount of at least \$2,000,000 per occurrence, shall name the CITY as additional insured for general liability insurance coverage and shall maintain evidence of insurance as follows:
 - 2.1.1. Worker's Compensation meeting at least the minimum requirements of the laws of the State of Missouri, and Employer's Liability with a minimum single limit of \$1,000,000.
 - 2.1.2. Commercial General Liability minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence.
 - 2.1.3. Automobile Liability Insurance minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence to include premises operations and subcontractors.
 - 2.1.4. Completed Operations and Contractual Liability are to be included under the Commercial General Liability coverage. The insurance policies, including excess liability/umbrella coverage, will have combined limits of no less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate. Environmental Impairment insurance in the amount of \$10,000,000.
3. PAYMENT
 - 3.1. The CONTRACTOR shall submit an invoice upon completion SERVICES, using the rates and the amounts agreed in AGREEMENT. The CITY shall pay all invoices within 30 days after receipt of the invoice.
4. Price
 - 4.1. The Scope letter states that the expected amount for all services shall total \$30,000, to be paid in installments per delivery.
5. The following address is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to CITY.

Harcros Chemical Inc.
5200 Speaker Rd
Kansas City, KS 66106
Telephone: 913-945-0307

In witness whereof, city and contractor accept the terms and condition of this contract through their respective signatures below, as officially approved by the Liberty City Council and attested to the Deputy City Clerk on the date and year noted below:

Approved this _____ day of _____, 2022.

CITY OF LIBERTY, MISSOURI

ATTEST:

BY _____
MAYOR

DEPUTY CITY CLERK

CONTRACTOR
Harcros Chemical Inc.

BY _____ (Seal)
AUTHORIZED OFFICIAL

Name/Title _____

Attest _____

Name/Title _____

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF DECEMBER 30, 2022 TO JANUARY 13, 2023

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	\$ 414,963.40
ARPA FUND	12	\$ 16,623.75
TIF-SLP WHITEHALL	31	\$ 55.50
CAPTIAL SALES TAX FUND	50	\$ 89,151.70
TRANSPORTATION SALES TAX FUND	52	\$ 33,729.21
ECO/DEVO SALES TAX FUND	56	\$ 44,033.63
FIRE SALES TAX FUND	58	\$ 1,219.00
PUBLIC SAFETY SALES TAX FUND	59	\$ 10,478.36
PARKS FUND	60	\$ 43,591.15
SPORTS COMPLEX FUND	61	\$ 59,260.31
COMMUNITY CENTER FUND	65	\$ 12,109.56
TRANSIENT GUEST TAX FUND	67	\$ 10,116.71
WATER OPERATING FUND	90	\$ 145,015.98
WASTEWATER OPERATING FUND	92	\$ 108,388.85
WATER CAPITAL FUND	94	\$ 24,494.78
WASTEWATER CAPITAL FUND	96	\$ 26,945.00
SOLID WASTE FUND	98	\$ 160,142.64
PAYROLL CHECKS & BENEFITS	1/13/2023	\$ 1,477,824.37
TOTAL APPROPRIATIONS		<u><u>\$ 2,678,143.90</u></u>

PASSED by the Council this 23rd day of January, 2023.

MAYOR PRO TEM

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 23rd day of January, 2023.

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

JANUARY 6TH CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
AMERICAN DIGITAL SECURIT 004908											
180150 01/06/23				ALARM MONITORING	235.80	038133	INV0006398		P - W	BUILDING MAINTEN	92.70.901.14.5571
180150 01/06/23				ALARM MONITORING	235.80	038133	INV0006398		P - W	BUILDING MAINTEN	90.70.801.14.5571
180150 01/06/23				ALARM MONITORING	235.80	038133	INV0006398		P - W	BUILDING MAINTEN	92.70.902.14.5571
					707.40	*CHECK TOTAL					
VENDOR TOTAL					707.40						
AMOR/NATHAN 006511											
180151 01/06/23				CCTR SWIM INSTR	30.00	038010	12/27-12/28		P N W	PRIVATE SWIMMING	65.60.417.08.8125
AXON ENTERPRISES INC 005393											
180152 01/06/23				POL TASER CARTRIDGES	3,822.00	038011	INUS125535		P - W	MINOR EQUIPMENT	10.40.501.18.5601
BOARD OF POLICE COMMISSI 000142											
180153 01/06/23				POL ACADEMY	10,478.36	038012	11035		P - W	TRAINING COSTS	59.40.500.06.5259
BOUND TREE MEDICAL LLC 002300											
180154 01/06/23				FIRE EMS SUPPLIES	834.38	038013	84797788		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
BRADY INDUSTRIES OF KANS 000081											
180155 01/06/23				CUSTODIAL SUPPLIES	24.67	038052	7755232	220004	P N W	MAINTENANCE MATE	10.95.140.04.5009
BUDSGUNSHOP.COM LLC 005220											
180156 01/06/23				POL DUTY PISTOLS	1,776.00	038014	R95-0004321		P N W	ARMORY SUPPLIES	10.40.501.04.5051
CANON FINANCIAL SERVICES 000342											
180157 01/06/23				ADMIN COPIER LEASE	152.00	038015	29697036		P - W	COPIER LEASE & U	10.20.001.04.5110
CARTER WATERS CORP. 000091											
180158 01/06/23				ST ASPHALT	241.50	038016	15770392-00		P - W	ASPHALT-STREET R	50.75.607.14.5621
CEDARCHEM LLC 005150											
180160 01/06/23				WWT CHEMICALS	17,336.00	038053	33459	220034	P - W	CHEMICALS	92.70.902.04.5010
CINTAS RENTAL SERVICE 000129											
180161 01/06/23				FIRE MOPS	65.93	038017	4141066439		P - W	PEST CONTROL/MOP	10.50.300.08.5369
CITY TREASURER 005223											
180162 01/06/23				MARRS RADIO	1,027.60	038018	2022-12		P - W	RADIO MAINTENANC	10.40.500.14.5552
180162 01/06/23				MARRS RADIO	939.52	038018	2022-12		P - W	RADIO MAINTENANC	10.50.301.14.5552
180162 01/06/23				MARRS RADIO	822.08	038018	2022-12		P - W	RADIO MAINTENANC	50.70.201.14.5552
					2,789.20	*CHECK TOTAL					
VENDOR TOTAL					2,789.20						
CLAY CO COLLECTOR 006360											
180163 01/06/23				2022 PILOT-HEARTLAND	760.00	038019	DEC 2022		P - W	A/R REIMBURSEABL	10.1405
180163 01/06/23				2022 PILOT-COPPER RIDGE	229,950.00	038020	DEC 2022		P - W	A/R REIMBURSEABL	10.1405
					230,710.00	*CHECK TOTAL					
VENDOR TOTAL					230,710.00						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CLINICAL COUNSELING ASSO 000367		180159	01/06/23	POL PEER SUPPORT	1,125.00	038021	12/23/22		P - W	MISCELLANEOUS FE	10.40.501.08.5399
COURTNEY RIDGE RDF 000885		180164	01/06/23	LIME SLUDGE CLEAN UP	28,674.75	038022	4138-000028571		P - W	FEES-LIME SLUDGE	90.70.802.08.5370
CUNNINGHAM, VOGEL & ROST 008654		180165	01/06/23	LEGAL FEES	1,481.50	038023	67480		P N W	LEGAL FEES	10.20.021.08.5311
CYCLONE INC 000095		180166	01/06/23	FIRE PORT A POT	75.00	038054	35610		P - W	BUILDING MAINTEN	10.50.300.14.5571
DREXEL TECHNOLOGIES 002272		180167	01/06/23	T&L KIP MAINT	47.19	038055	INV94912		P - W	MAINT-OFFICE EQU	10.90.132.14.5551
ENSZ & JESTER PC 004522		180071	12/30/22	VOIDED CHECK	87.50CR	038050	12.11.22		P N H	MISCELLANEOUS FE	10.25.011.08.5399
		180168	01/06/23	HR LEGAL SERVICES	140.00	038056	12.13.22		P N W	MISCELLANEOUS FE	10.25.011.08.5399
				VENDOR TOTAL	52.50						
FISH WINDOW CLEANING 006369		180169	01/06/23	PWK WINDOW WASH	110.00	038024	2642-81625		P N W	FACILITIES MAINT	10.70.221.14.5572
FLUID EQUIPMENT CO INC 008060		180170	01/06/23	WWT REPAIR PARTS	14,063.26	038025	5553556		P - W	LIFT STATION MAI	92.70.902.14.5525
		180170	01/06/23	DISCOUNT	207.83CR	038025	5553556		P - W	LIFT STATION MAI	92.70.902.14.5525
				VENDOR TOTAL	13,855.43						
					13,855.43						
GALL'S INC 005394		180171	01/06/23	FIRE UNIFORMS	70.60	038057	023103926		P - W	CLOTHING EXPENSE	10.50.301.38.5812
		180171	01/06/23	FIRE UNIFORMS	34.00	038058	023076616		P - W	CLOTHING EXPENSE	10.50.301.38.5812
				VENDOR TOTAL	104.60						
					104.60						
GULF STATES DISTRIBUTORS 005859		180172	01/06/23	POL AMMUNITION	13,000.00	038059	1433785-IN	220033	F - W	ARMORY SUPPLIES	10.40.501.04.5051
HELGET GAS PRODUCTS 006305		180173	01/06/23	FIRE OXYGEN	118.35	038060	02558378		P - W	CHEMICALS	10.50.311.04.5010
HULL/ELISE 000133		180174	01/06/23	FIRE BUNKER BOOT REIMB	300.00	038026	SO145983		P - W	MINOR EQUIPMENT	58.50.325.18.5601
HUTCHINSON SALT COMPANY 004121		180175	01/06/23	2022 ROAD SALT	2,834.25	038061	175318	220002	P - W	SALT-SNOW REMOVA	10.70.225.15.5632
INFOSENSE, INC. 000600		180176	01/06/23	SWR LINE ASSESSMENT EQUI	26,945.00	038062	3902	220148	F - W	CAPITAL EQUIPMEN	96.70.901.36.7201

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
JOSTLE CORPORATION 000599									
180177	01/06/23	IS GOLD SUBSCRIPTION	16,623.75	038134	IN09277		230001 F - W	MISCELLANEOUS EX	12.95.140.38.5989
K C WINWATER WORKS CO 002767									
180178	01/06/23	WTR INVENTORY	1,410.00	038027	298979 01		P - W	INVENTORY-MATERI	90.1700
180178	01/06/23	SUPPLIES-H HWY PROJECT	3,052.78	038028	304858 01		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
180178	01/06/23	SUPPLIES-H HWY PROJECT	260.52	038029	304877 01		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
			4,723.30		*CHECK TOTAL				
		VENDOR TOTAL	4,723.30						
KEY EQUIPMENT & SUPPLY C 007275									
180179	01/06/23	WWT #185 ROLLER CHAIN	118.79	038030	KC206494		P - W	MISC EQUIPMENT M	92.70.901.14.5559
L-L TOWING CO 002879									
180180	01/06/23	POL #210 TOW	73.00	038031	84833		P N W	MISCELLANEOUS FE	10.40.500.08.5399
180180	01/06/23	POL #208 FLAT TIRE	40.00	038032	84836		P N W	MISCELLANEOUS FE	10.40.500.08.5399
180180	01/06/23	ST #714 TOW	298.00	038033	85071		P N W	VEHICLE MAINTENA	10.70.225.14.5541
			411.00		*CHECK TOTAL				
		VENDOR TOTAL	411.00						
LANCE/JOSHUA 004910									
180181	01/06/23	FIRE BUNKER BOOT REIMB	300.00	038063	SO148082		P - W	MINOR EQUIPMENT	58.50.325.18.5601
LIBERTY AGGREGATES LLC 004693									
180182	01/06/23	ROCK	234.53	038034	20522		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
LIBERTY AREA CHAMBER OF 008208									
180183	01/06/23	HOLIDAY LUNCHEION	22.00	038035	33847		P - W	MEETING EXPENSE	10.20.001.38.5803
LIBERTY ECONOMIC DEV COR 005983									
180184	01/06/23	DEVELOPMENT TOUR	500.00	038051	1931		P - W	MISCELLANEOUS EX	56.70.630.38.5989
LIBERTY HOSPITAL URGENT 000690									
180185	01/06/23	HR TESTING	842.00	038037	00119552-00		P M W	MISCELLANEOUS FE	10.25.011.08.5399
LIBERTY SOLAR, LLC 006703									
180186	01/06/23	SOLAR SERVICES	2,881.96	038038	42		P N W	ELECTRIC	61.60.458.12.5401
180186	01/06/23	SOLAR SERVICES	7,335.33	038038	42		P N W	ELECTRIC	90.70.802.12.5401
180186	01/06/23	SOLAR SERVICES	819.71	038038	42		P N W	ELECTRIC	92.70.902.12.5401
			11,037.00		*CHECK TOTAL				
		VENDOR TOTAL	11,037.00						
LIPPERT MECHANICAL SERVI 006612									
180187	01/06/23	WWT PIPE MAINT	4,148.14	038039	SI2098866		P - W	WWTR PLANT MAINT	92.70.902.14.5534
MCCLOUD/ERIC .14300									
180188	01/06/23	WTR REFUND OVERPMT	1,072.86	038040	206 1870 00 01		P - W	WATER REFUNDS	90.2495
MEALS ON WHEELS 003134									
180189	01/06/23	AGING SUBSIDIZED MEALS	3,474.63	038041	#6		P - W	MEALS ON WHEELS	10.60.481.04.5064

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
MEDLINE INDUSTRIES, INC. 000389									
180190	01/06/23	FIRE COVID SAMPLE VIALS	183.34	038064	2246205396			P - W MISCELLANEOUS EX	10.95.140.38.5989
MISSISSIPPI LIME CO INC 005761									
180191	01/06/23	WTR LIME DRINKING WATER	1,584.17	038065	1649067	220015	F - W	CHEMICALS	90.70.802.04.5010
180191	01/06/23	MISSISSIPPI LIME	5,848.06	038066	1649067		P - W	CHEMICALS	90.70.802.04.5010
			7,432.23	*CHECK TOTAL					
		VENDOR TOTAL	7,432.23						
MISSOURI LIFE INC 006385									
180192	01/06/23	VISIT LIB ADS	1,670.00	038042	2022-6044		P - W	ADVERTISING	67.20.061.08.5371
180192	01/06/23	VISIT LIB ADS	1,670.00	038043	2022-6045		P - W	ADVERTISING	67.20.061.08.5371
180192	01/06/23	VISIT LIB ADS	1,670.00	038044	2022-6046		P - W	ADVERTISING	67.20.061.08.5371
			5,010.00	*CHECK TOTAL					
		VENDOR TOTAL	5,010.00						
MO PEACE OFFICERS ASSOCI 005293									
180193	01/06/23	POL MEMBERSHIPS-37	1,110.00	038135	2023		P - W	MEMBERSHIP DUES	10.40.500.38.5811
NORTHLAND READY-MIX INC 000357									
180194	01/06/23	WTR CONCRETE	492.50	038045	185025		P - W	MAINS & LINES MA	90.70.801.14.5532
180194	01/06/23	DISCOUNT	9.85	CR 038045	185025		P - W	MAINS & LINES MA	90.70.801.14.5532
			482.65	*CHECK TOTAL					
		VENDOR TOTAL	482.65						
PACE ANALYTICAL SERVICES 005664									
180195	01/06/23	WWT TESTING FEES	1,028.44	038067	2260167740		P - W	PRETREATMENT PRO	92.70.902.08.5388
180195	01/06/23	WWT TESTING FEES	446.35	038068	2260167793		P - W	PRETREATMENT PRO	92.70.902.08.5388
180195	01/06/23	WWT TESTING FEES	452.86	038069	2260168373		P - W	PRETREATMENT PRO	92.70.902.08.5388
180195	01/06/23	WWT TESTING FEES	446.35	038070	2260170458		P - W	PRETREATMENT PRO	92.70.902.08.5388
180195	01/06/23	WWT TESTING FEES	405.08	038071	2260168585		P - W	PRETREATMENT PRO	92.70.902.08.5388
180195	01/06/23	WWTP LABORATORY SERVICES	944.82	038072	2260167585	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	586.44	038073	2260167739	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	727.62	038074	2260167741	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	1,024.10	038075	2260167742	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	662.46	038076	2260167743	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	586.44	038077	2260168368	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	584.27	038078	2260168580	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	1,036.04	038079	2260168581	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	648.34	038080	2260168582	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	584.27	038081	2260168583	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	654.86	038082	2260168584	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	584.27	038083	2260168586	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	586.44	038084	2260169001	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	727.62	038085	2260169423	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	799.30	038086	2260170456	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	586.44	038087	2260170457	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	1,083.83	038088	2260171082	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	835.13	038089	2260171083	220036	P - W	LAB FEES	92.70.902.08.5365

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
PACE ANALYTICAL SERVICES 005664									
180195	01/06/23	WWTP LABORATORY SERVICES	586.44	038090	2260171084	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	658.12	038091	2260171890	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	962.20	038092	2260172764	220036	P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWTP LABORATORY SERVICES	220.70	038093	2260172764	220036	F - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWT LAB SERVICES	516.94	038094	2260173506		P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWT LAB SERVICES	516.94	038095	2260173507		P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWT LAB SERVICES	658.12	038096	2260174016		P - W	LAB FEES	92.70.902.08.5365
180195	01/06/23	WWT LAB SERVICES	296.24	038130	2260172765		P - W	LAB FEES	92.70.902.08.5365
			20,437.47	*CHECK TOTAL					
		VENDOR TOTAL	20,437.47						
PAOLETTI/ISABELLA 008879									
180196	01/06/23	CCTR SWIM INSTR	128.00	038046	1/2-1/3		P N W	PRIVATE SWIMMING	65.60.417.08.8125
PETTY CASH/LIBERTY COMM 003524									
180197	01/06/23	MILEAGE	103.75	038047	PETTY CASH		P - W	MISCELLANEOUS EX	10.60.481.38.5989
180197	01/06/23	MILEAGE	197.50	038047	PETTY CASH		P - W	TRAINING TRAVEL	60.60.415.06.5210
180197	01/06/23	MILEAGE	195.00	038047	PETTY CASH		P - W	TRAINING TRAVEL	60.60.415.06.5210
180197	01/06/23	MILEAGE	166.25	038047	PETTY CASH		P - W	MISCELLANEOUS EX	10.60.483.38.5989
			662.50	*CHECK TOTAL					
		VENDOR TOTAL	662.50						
PHILLIPS CONSTRUCTION 000346									
180198	01/06/23	RUN SUPPLY LINE/DRAIN	500.00	038049	113022		P N W	FACILITIES MAINT	10.70.221.14.5572
PHILLIPS/MELANIE .14301									
180199	01/06/23	CCTR REFUND ENROLLMENT	15.00	038048	1725909		P - W	REFUNDS PAYABLE	65.2265
PREMIER TRUCK GROUP OF K 000338									
180201	01/06/23	PW DUMP TRUCK CHASSIS	66,992.00	038128	DE-24877	220039	F - W	CAPITAL EQUIPMEN	50.70.201.36.7201
180201	01/06/23	DUMP TRUCK CHASSIS	18,550.00	038129	DE-24877		P - W	CAPITAL EQUIPMEN	50.70.201.36.7201
			85,542.00	*CHECK TOTAL					
		VENDOR TOTAL	85,542.00						
PROFESSIONAL PEST SOLUTI 006333									
180200	01/06/23	FIRE PEST CONTROL	30.00	038097	11683		P - W	PEST CONTROL/MOP	10.50.300.08.5369
180200	01/06/23	FIRE PEST CONTROL	30.00	038098	11681		P - W	PEST CONTROL/MOP	10.50.300.08.5369
180200	01/06/23	FIRE PEST CONTROL	30.00	038099	11682		P - W	PEST CONTROL/MOP	10.50.300.08.5369
180200	01/06/23	PWK PEST CONTROL	43.00	038100	11693		P - W	BUILDING MAINTEN	10.70.225.14.5571
180200	01/06/23	PWK PEST CONTROL	40.00	038101	11678		P - W	FACILITIES MAINT	10.70.221.14.5572
180200	01/06/23	PEST CONTROL	22.50	038102	11687		P - W	BUILDING MAINTEN	90.70.801.14.5571
180200	01/06/23	PEST CONTROL	22.50	038102	11687		P - W	BUILDING MAINTEN	92.70.902.14.5571
			218.00	*CHECK TOTAL					
		VENDOR TOTAL	218.00						
QUALYS INC 005462									
180202	01/06/23	T&L VULNERABILITY MGMT	8,678.00	038136	190828		P - W	INTERNET SERVICE	10.90.132.08.5304

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
RED EQUIPMENT, LLC 001027								
180203	01/06/23	WTR EQUIP MAINT	37.70	038103	2780		P - W MISC EQUIPMENT M	90.70.801.14.5559
REJIS COMMISSION 006030								
180204	01/06/23	MOBILE TICKET INTERFACE	115.00	038104	498331		P - W MISCELLANEOUS FE	10.20.131.08.5399
180204	01/06/23	POL SUBSCRIPTION	911.77	038105	498385		P - W REGIONAL ALERT S	10.40.512.08.5393
180204	01/06/23	COURT FEES	92.55	038106	498507		P - W MISCELLANEOUS FE	10.20.131.08.5399
			1,119.32	*CHECK TOTAL				
		VENDOR TOTAL	1,119.32					
REPUBLIC SERVICES #468 008397								
180205	01/06/23	SOLID WASTE COLLECTION	123,134.48	038131	3-0468-0011069		P - W NEIGHBORHOOD COL	98.70.227.08.5381
180205	01/06/23	RECYCLING COLLECTION	37,008.16	038131	3-0468-0011069		P - W NEIGHBORHOOD COL	98.70.227.08.5381
			160,142.64	*CHECK TOTAL				
		VENDOR TOTAL	160,142.64					
RICOH USA, INC 000314								
180206	01/06/23	POL COPIER LEASE	153.81	038137	37403147		P - W COPIER LEASE & U	10.40.512.04.5110
180206	01/06/23	COURT COPIER LEASE	105.53	038138	37403931		P - W COPIER LEASE & U	10.20.131.04.5110
			259.34	*CHECK TOTAL				
		VENDOR TOTAL	259.34					
RUSH TRUCK CENTERS 000457								
180207	01/06/23	ST #718 VEH MAINT	169.80	038108	3030672768		P - W BUILDING MAINTEN	10.70.225.14.5571
SCOTWOOD INDUSTRIES INC 004877								
180208	01/06/23	ST CALCIUM CHLORIDE	5,909.57	038110	1216280-IN		P - W CHEMICALS-SNOW R	10.70.225.15.5633
STEVES AUTO REPAIR INC 005649								
180209	01/06/23	POL TPMS SENSOR	108.11	038111	59634		P - W VEHICLE MAINTENA	10.40.500.14.5541
180209	01/06/23	POL #212 BRAKES	389.06	038112	59811		P - W VEHICLE MAINTENA	10.40.500.14.5541
			497.17	*CHECK TOTAL				
		VENDOR TOTAL	497.17					
SUDMANN/ASHLEY ELIZABETH 006541								
180210	01/06/23	CCTR SWIM INSTR	68.00	038113	12/27		P N W PRIVATE SWIMMING	65.60.417.08.8125
SUMMIT SOUND TECHNOLOGIE 000597								
180211	01/06/23	POL VOX-S SILENCER	2,900.00	038114	INV-10070	220142	F - W MINOR EQUIPMENT	10.40.500.18.5601
180211	01/06/23	POL VOX-S SILENCER	16.14	038115	INV-10070		P - W MINOR EQUIPMENT	10.40.500.18.5601
			2,916.14	*CHECK TOTAL				
		VENDOR TOTAL	2,916.14					
SUMNERONE INC 005662								
180212	01/06/23	COPIER LEASE	14.98	038132	3434955		P - W GENERAL SUPPLIES	90.70.801.04.5001
180212	01/06/23	COPIER LEASE	14.98	038132	3434955		P - W GENERAL SUPPLIES	92.70.901.04.5001
180212	01/06/23	COPIER LEASE	14.98	038132	3434955		P - W GENERAL SUPPLIES	92.70.902.04.5001
			44.94	*CHECK TOTAL				
		VENDOR TOTAL	44.94					

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
SUTTON/KATELYN DANIELLE				000327						
		180213 01/06/23		CCTR SWIM INSTR	14.00	038116	12/28		P N W PRIVATE SWIMMING	65.60.417.08.8125
S4 WATER SALES AND SERVI				000506						
		180214 01/06/23		WTP MEDIA REMOVAL	10,000.00	038109	136330		P - W CONSTRUCTION CON	94.70.802.36.7510
TECHNOLOGY GROUP Solutio				004267						
		180215 01/06/23		WWTP SECURITY APPLIANCE	14,921.18	038117	51085	220105	F - W COMPUTER EQUIPME	92.70.903.36.7202
TELEFLEX LLC				000016						
		180216 01/06/23		FIRE EMS SUPPLIES	562.50	038118	9506343718		P - W MEDICAL SUPPLIES	10.50.311.04.5003
TRAVELERS INDEMNITY COMP				000432						
		180217 01/06/23		UTIL DEDUCTIBLE	5,000.00	038119	000621551		P - W LIABILITY DEDUCT	92.70.901.16.5732
VALVOLINE LLC				005460						
		180218 01/06/23		POL #228 OIL CHANGE	46.23	038120	46511		P - W VEHICLE MAINTENA	10.40.500.14.5541
		180218 01/06/23		POL #222 OIL CHANGE	24.99	038121	46819		P - W VEHICLE MAINTENA	10.40.500.14.5541
		180218 01/06/23		POL #210 OIL CHANGE	24.99	038122	46852		P - W VEHICLE MAINTENA	10.40.500.14.5541
					96.21	*CHECK TOTAL				
				VENDOR TOTAL	96.21					
WITMER PUBLIC SAFETY GRO				005250						
		180219 01/06/23		POL NAME TAGS	36.10	038123	INV164669		P - W CLOTHING EXPENSE	10.40.500.38.5812
ZAHNER METAL CONSERVATIO				000360						
		180220 01/06/23		SCULPTURE MAINT	1,500.00	038124	2000024		P N W PUBLIC ARTS MAIN	10.95.140.14.5548
		180220 01/06/23		SCULPTURE MAINT	4,150.00	038125	11/8/22		P N W PUBLIC ARTS MAIN	10.95.140.14.5548
					5,650.00	*CHECK TOTAL				
				VENDOR TOTAL	5,650.00					
ZOLL MEDICAL CORPORATION				006014						
		180221 01/06/23		FIRE EMS SUPPLIES	238.00	038126	3621652		P - W MEDICAL SUPPLIES	10.50.311.04.5003
		180221 01/06/23		FIRE EMS SUPPLIES	278.80	038127	3622158		P - W MEDICAL SUPPLIES	10.50.311.04.5003
					516.80	*CHECK TOTAL				
				VENDOR TOTAL	516.80					

JANUARY 13th CHECKS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
A T & T MOBILITY				008295							
180223	01/13/23		MOBILE PHONE SERVICE	43.79	038151	X12012022			P N W	MOBILE PHONES	10.50.311.12.5453
180223	01/13/23		MOBILE PHONE SERVICE	56.49	038151	X12012022			P N W	MOBILE PHONES	10.50.315.12.5453
180223	01/13/23		MOBILE PHONE SERVICE	97.73	038151	X12012022			P N W	MOBILE PHONES	10.50.321.12.5453
180223	01/13/23		MOBILE PHONE SERVICE	100.73	038151	X12012022			P N W	MOBILE PHONES	10.50.300.12.5453
180223	01/13/23		MOBILE PHONE SERVICE	149.10	038151	X12012022			P N W	MOBILE PHONES	10.90.132.12.5453
180223	01/13/23		MOBILE PHONE SERVICE	43.79	038226	X01012023			P N W	MOBILE PHONES	10.50.311.12.5453
180223	01/13/23		MOBILE PHONE SERVICE	56.49	038226	X01012023			P N W	MOBILE PHONES	10.50.315.12.5453
180223	01/13/23		MOBILE PHONE SERVICE	97.73	038226	X01012023			P N W	MOBILE PHONES	10.50.321.12.5453
180223	01/13/23		MOBILE PHONE SERVICE	100.73	038226	X01012023			P N W	MOBILE PHONES	10.50.300.12.5453
180223	01/13/23		MOBILE PHONE SERVICE	149.10	038226	X01012023			P N W	MOBILE PHONES	10.90.132.12.5453
				895.68	*CHECK TOTAL						
VENDOR TOTAL				895.68							
A-1 SEWER & SEPTIC SERVI				005363							
180224	01/13/23		PWK DRAIN LINE CLEARING	270.00	038228	336920			P - W	FACILITIES MAINT	10.70.221.14.5572
AGC ENGINEERS INC				000726							
180225	01/13/23		PRESTON SKYLINE STORM	1,670.10	038188	12-2022-04		210016	P - W	STORMWATER IMPRO	50.77.653.36.7510
ALL COPY PRODUCTS, INC.				000492							
180226	01/13/23		PKS POSTAGE AGREEMENT	225.78	038229	33148247			P - W	OFFICE EQUIPMENT	60.60.415.14.5551
ALTERATIONS & CUSTOM SEW				005482							
180227	01/13/23		POL UNIFORMS	222.00	038146	2957			P N W	CLOTHING EXPENSE	10.40.500.38.5812
180227	01/13/23		POL UNIFORMS	457.00	038147	2901			P N W	CLOTHING EXPENSE	10.40.500.38.5812
180227	01/13/23		POL UNIFORMS	477.00	038148	2903			P N W	CLOTHING EXPENSE	10.40.500.38.5812
180227	01/13/23		POL UNIFORMS	11.00	038149	65799			P N W	CLOTHING EXPENSE	10.40.500.38.5812
				1,167.00	*CHECK TOTAL						
VENDOR TOTAL				1,167.00							
AMERICAN DIGITAL SECURIT				004908							
180228	01/13/23		PKS ALARM MONITORING	147.00	038230	INV0007496			P - W	MISCELLANEOUS EX	61.60.458.38.5989
180228	01/13/23		ST ALARM MONITORING	24.95	038231	INV0007716			P - W	BUILDING MAINTEN	10.70.225.14.5571
180228	01/13/23		CCTR ALARM MONITORING	540.00	038232	INV0007727			P - W	BUILDING MAINTEN	65.60.491.14.5571
				711.95	*CHECK TOTAL						
VENDOR TOTAL				711.95							
ANCHOR TRUCKING SERVICE				004656							
180229	01/13/23		WTR HAULING EQUIP	400.00	038150	22-6728			P - W	CONTRACT LABOR	90.70.801.08.5397
BERN/DAVID				.14302							
180230	01/13/23		CCTR REFUND MEMBERSHIPS	112.50	038233	1733807			P - W	REFUNDS PAYABLE	65.2265
BRADY INDUSTRIES OF KANS				000081							
180231	01/13/23		CCTR PAPER PRODUCTS	21.38	038153	7764994			P N W	BUILDING MAINTEN	65.60.491.14.5571
180231	01/13/23		CUSTODIAL SUPPLIES	843.48	038189	7663156		220004	P N W	MAINTENANCE MATE	10.95.140.04.5009
180231	01/13/23		CUSTODIAL SUPPLIES	1,029.35	038190	7758390		220004	F N W	MAINTENANCE MATE	10.95.140.04.5009
				1,894.21	*CHECK TOTAL						
VENDOR TOTAL				1,894.21							

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
BRANTS				000231							
		180232 01/13/23		MAKE MUSIC SHIRTS	210.00	038154	5623		P - W	MAKE MUSIC DAY-S	67.20.061.04.5072
CENTRALSQUARE TECHNOLOGI				000236							
		180233 01/13/23		POL BODYWORN INTERFACE	1,914.00	038155	370381		P - W	SOFTWARE MAINTEN	10.40.512.14.5591
CINTAS FIRST AID & SAFET				004991							
		180234 01/13/23		1ST AID SUPPLIES,STOCK	208.54	038156	5128324910		P - W	MAINTENANCE MATE	10.95.140.04.5009
		180234 01/13/23		1ST AID SUPPLIES,STOCK	546.98	038234	5139480318		P - W	MAINTENANCE MATE	10.95.140.04.5009
					755.52	*CHECK TOTAL					
VENDOR TOTAL					755.52						
CLAY CO COLLECTOR				006360							
		180235 01/13/23		2022 PILOT-HEARTLAND	13,602.17	038235	DEC 2022		P - W	A/R REIMBURSEABL	10.1405
CLAY CO MUSEUM & HISTORI				005965							
		180236 01/13/23		TOURISM GRANT REIMB	2,500.00	038157	TOURISM GRANT		P - W	CONTRIBUTIONS TO	67.20.061.38.5807
CLAYTON PAPER & DISTRIBU				005670							
		180237 01/13/23		PAPER	275.59	038158	166631		P - W	GENERAL SUPPLIES	65.60.491.04.5001
		180237 01/13/23		PAPER	214.66	038158	166631		P - W	GENERAL SUPPLIES	10.60.481.04.5001
					490.25	*CHECK TOTAL					
VENDOR TOTAL					490.25						
COMMERCIAL AQUATIC SERVI				007993							
		180238 01/13/23		CCTR VGB POOL DRAIN	169.80	038159	45132-1		P - W	BUILDING MAINTEN	65.60.491.14.5571
CONSTRUCTION MATERIAL TR				001216							
		180239 01/13/23		WTR LIME SOLID LAGOON	3,505.95	038160	05244095		P - W	FEEES-LIME SLUDGE	90.70.802.08.5370
CORE & MAIN LP				008799							
		180240 01/13/23		WTR EJ HYDRANT EXT	873.66	038161	S027082		P - W	MAINS & LINES MA	90.70.801.14.5532
COURTNEY RIDGE RDF				000885							
		180241 01/13/23		LIME SLUDGE CLEAN UP	68,330.34	038187	4138-000028635		P - W	FEEES-LIME SLUDGE	90.70.802.08.5370
CUSTOM GRAPHICS LLC				006668							
		180242 01/13/23		PKS SPORT SHIRTS	442.00	038191	1016		P N W	RECREATION SUPPL	61.60.458.04.5004
CY YOUNG INDUSTRIES, INC				000605							
		180243 01/13/23		PKS THEATER SEATING	40,797.97	038236	19367		P - W	EQUIPMENT-CHARIT	60.60.415.36.7201
CYCLONE INC				000095							
		180244 01/13/23		PKS PORT A POTS	95.00	038162	35795		P - W	RECREATION SUPPL	60.60.415.04.5004
DENALI WATER SOLUTIONS				004182							
		180245 01/13/23		WWT BIOSOLIDS DISPOSAL	21,738.85	038192	INV380189	220050	P N W	FEEES-BIOSOLID DI	92.70.902.08.5370
DREAMLINE THEATRE LLC				000548							
		180246 01/13/23		ARTS GRANT	902.34	038163	2022 GRANTS		P N W	OTHER FEEES-ARTS	67.20.061.08.5389

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
ED M FELD EQUIPMENT CO I 005333									
180247	01/13/23	FIRE FLASHLIGHTS	436.50	038164	0416196-IN		P - W	MINOR EQUIPMENT	10.50.301.18.5601
180247	01/13/23	FIRE BUNKER BOOTS	319.00	038165	0415998-IN		P - W	MINOR EQUIPMENT	58.50.325.18.5601
			755.50	*CHECK TOTAL					
		VENDOR TOTAL	755.50						
ELLIS & ASSOC. INC. 005355									
180248	01/13/23	CCTR LICENSE RENEWAL	405.00	038166	20111643		P - W	LIFEGUARD TRAINI	65.60.417.08.8127
180248	01/13/23	CCTR PROVIDER FEES	500.00	038237	20111577		P - W	MISCELLANEOUS FE	65.60.491.08.5399
			905.00	*CHECK TOTAL					
		VENDOR TOTAL	905.00						
EWER/MEREDITH ANN 000583									
1845	01/11/23	SICK/VAC PAYOUT	2,917.15	038145	8 OF 13		P N H	REGULAR	10.40.501.02.4001
FLEX MADE EASY 005921									
180250	01/13/23	FLEX SPENDING ACCT FEES	48.00	038167	LIB DEC 2022		P N W	MISCELLANEOUS FE	10.25.011.08.5399
FRANK BLACK PIPE & SUPPL 006611									
180251	01/13/23	WTR CASING PIPE-H HWY	7,288.00	038168	50599		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
GALL'S INC 005394									
180252	01/13/23	FIRE UNIFORMS	166.86	038169	023114331		P - W	CLOTHING EXPENSE	10.50.301.38.5812
HAMPEL OIL INC 006639									
180253	01/13/23	WWT DIESEL OIL	1,392.52	038170	91619377		P - W	LIFT STATION MAI	92.70.902.14.5525
HEARTLAND MECHANICAL SER 005408									
180254	01/13/23	PWK HEATER RPR	275.04	038171	14711		P - W	BUILDING MAINTEN	10.70.225.14.5571
HEARTLAND TRAFFIC SERVIC 000586									
180255	01/13/23	PW- PAVEMENT/MMA ST MARK	33,729.21	038193	#1	220123	F - W	OVERLAY PROGRAM	52.75.607.14.5501
HELGET GAS PRODUCTS 006305									
180256	01/13/23	FIRE OXYGEN	38.27	038172	02541614		P - W	CHEMICALS	10.50.311.04.5010
180256	01/13/23	FIRE OXYGEN	23.68	038173	01967028		P - W	CHEMICALS	10.50.311.04.5010
180256	01/13/23	FIRE OXYGEN	22.11	038174	02554580		P - W	CHEMICALS	10.50.311.04.5010
			84.06	*CHECK TOTAL					
		VENDOR TOTAL	84.06						
HILL/DAVID 000528									
180257	01/13/23	CCTR SWIM INSTR	90.00	038175	12/17		P N W	PRIVATE SWIMMING	65.60.417.08.8125
180257	01/13/23	CCTR SWIM INSTR	36.00	038238	1/7-1/8		P N W	PRIVATE SWIMMING	65.60.417.08.8125
			126.00	*CHECK TOTAL					
		VENDOR TOTAL	126.00						
INLAND TRUCK PARTS CO 001659									
180258	01/13/23	ST #714 TRUCK PARTS	1,364.00	038239	IN-1293916		P - W	VEHICLE MAINTENA	10.70.225.14.5541

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
INSIGHT PUB SAFETY & FOR 000096		180259	01/13/23	POL NEW HIRE EVALUATION	2,200.00	038176	1339		P - W TESTING FEES	10.40.500.08.5336
JAMES/MACY 000493		180260	01/13/23	CCTR SWIM INSTR	84.00	038240	1/3-1/6		P N W PRIVATE SWIMMING	65.60.417.08.8125
JCI INDUSTRIES INC 006471		180261	01/13/23	WWT SCUM PUMP	538.00	038177	8244913		P - W WWTR PLANT MAINT	92.70.902.14.5534
JOEL REINOEHL MARKETING 000012		180262	01/13/23	PKS FIELD SPONSORSHIP	360.00	038194	BR008		P N W MISCELLANEOUS FE	61.60.458.08.5399
		180262	01/13/23	PKS GOLF SPONSORSHIP	120.00	038241	LB-DGC002		P N W CONTRACT LABOR	60.60.415.08.5397
					480.00	*CHECK TOTAL				
VENDOR TOTAL					480.00					
JONES/NATHAN 005257		180263	01/13/23	CCTR SWIM INSTR	126.00	038242	1/8		P N W PRIVATE SWIMMING	65.60.417.08.8125
		180263	01/13/23	CCTR SWIM INSTR	78.00	038242	1/8		P N W SEMI-PRIVATE SWI	65.60.417.08.8123
					204.00	*CHECK TOTAL				
VENDOR TOTAL					204.00					
K C CRIME COMMISSION 007959		180264	01/13/23	POL TIPS HOTLINE	3,000.00	038243	2023		P - W METRO DRUG SQUAD	10.40.502.38.5802
K C MO WATER SERVICES 003552		180265	01/13/23	WWT SERVICE	2,099.80	038178	527657-320655		P - W SEWAGE TREATMENT	92.70.902.08.5394
K C WINWATER WORKS CO 002767		180266	01/13/23	WTR INVENTORY	1,100.00	038179	305078 01		P - W INVENTORY-MATERI	90.1700
		180266	01/13/23	WTR INVENTORY	1,700.00	038180	303681 02		P - W INVENTORY-MATERI	90.1700
		180266	01/13/23	INV SUPPLIES-H HWY	3,658.95	038181	305176 01		P - W CONST CNTRCT-CLA	94.70.801.36.7510
					6,458.95	*CHECK TOTAL				
VENDOR TOTAL					6,458.95					
KAPKE & WILLERTH LLC 007509		180267	01/13/23	LEGAL FEES	2,611.55	038227	66397		P N W LEGAL FEES	10.20.021.08.5311
		180267	01/13/23	LEGAL FEES	55.50	038227	66397		P N W LEGAL FEES	31.70.611.08.5311
					2,667.05	*CHECK TOTAL				
VENDOR TOTAL					2,667.05					
KONE ELEVATOR INC 001743		180268	01/13/23	CCTR SERVICE AGREEMENT	723.39	038244	962415901		P - W BUILDING MAINTEN	65.60.491.14.5571
KONICA MINOLTA BUSINESS 005910		180269	01/13/23	PKS COPIER LEASE	261.03	038183	489486118		P - W OFFICE EQUIPMENT	61.60.458.14.5551
		180269	01/13/23	COPIER LEASE	450.90	038184	490523800		P - W MAINT-OFFICE EQU	65.60.491.14.5551
		180269	01/13/23	COPIER LEASE	450.89	038184	490523800		P - W OFFICE EQUIPMENT	10.60.483.14.5551
					1,162.82	*CHECK TOTAL				
VENDOR TOTAL					1,162.82					

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
LANDWORKS STUDIO, LLC 000504		180270	01/13/23	PRKS MASTER PLAN PROJECT	2,256.00	038195	22-003-07	220072	P - W	MISCELLANEOUS EX	10.95.140.38.5989
LIBERTY AGGREGATES LLC 004693		180271	01/13/23	ROCK	183.05	038185	20594		P - W	MAINS & LINES MA	90.70.801.14.5532
		180271	01/13/23	ROCK	183.05	038185	20594		P - W	MAINS & LINES MA	92.70.901.14.5532
					366.10	*CHECK TOTAL					
VENDOR TOTAL					366.10						
LIBERTY AREA CHAMBER OF 008208		180272	01/13/23	MEMBERSHIP DUES	2,583.00	038245	33965		P - W	MEMBERSHIP DUES	10.20.001.38.5811
LIBERTY ECONOMIC DEV COR 005983		180273	01/13/23	2023 LEDC AGREEMENT	37,500.00	038246	1949	230013	P - W	PARTNERSHIP-COMM	56.20.001.08.5822
LIBERTY SPORTS OFFICIALS 009209		180274	01/13/23	PKS OFFICIATING SERVICES	44,748.00	038247	WINTER 1-2023	230011	P - W	CONTRACT LABOR	61.60.458.08.5397
MADDEN MEDIA 006202		180275	01/13/23	ADVERTISING	282.63	038186	2022-016143		P N W	ADVERTISING	67.20.061.08.5371
MAMA & ME CHILDREN'S BOU 000604		180276	01/13/23	TOURISM GRANT REIMB	1,211.74	038196	TOURISM GRANT		P N W	CONTRIBUTIONS TO	67.20.061.38.5807
MC JANITORIAL LLC 003416		180277	01/13/23	JANITORIAL SERVICES	138.67	038197	11797		P - W	BUILDING MAINTEN	90.70.801.14.5571
		180277	01/13/23	JANITORIAL SERVICES	138.66	038197	11797		P - W	BUILDING MAINTEN	92.70.902.14.5571
		180277	01/13/23	JANITORIAL SERVICES	138.67	038197	11797		P - W	MISCELLANEOUS FE	92.70.901.08.5399
					416.00	*CHECK TOTAL					
VENDOR TOTAL					416.00						
MFA OIL COMPANY 000226		180278	01/13/23	PKS PROPANE	832.20	038198	3660670		P - W	MISCELLANEOUS EX	61.60.458.38.5989
MIDWEST DIESEL PERFORMAN 000533		180279	01/13/23	WTR #123 MAINT	8,366.37	038248	1233		P - W	VEHICLE MAINTENA	90.70.801.14.5541
MISSISSIPPI LIME CO INC 005761		180280	01/13/23	WTR LIME	6,571.17	038249	1650451		P - W	CHEMICALS	90.70.802.04.5010
MITY-LITE, INC. 006316		180281	01/13/23	CCTR HIGHTOP TABLES	759.00	038200	00155415		P - W	MINOR EQUIPMENT	65.60.491.18.5601
MO ONE CALL SYSTEM INC 004393		180282	01/13/23	UTIL LOCATES	210.00	038199	2120215		P - W	MISSOURI ONE CAL	90.70.801.08.5305
		180282	01/13/23	UTIL LOCATES	210.00	038199	2120215		P - W	MISSOURI ONE CAL	92.70.901.08.5305
					420.00	*CHECK TOTAL					
VENDOR TOTAL					420.00						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
NORTHLAND READY-MIX INC 000357		180283 01/13/23		WTR CONCRETE	770.00	038201	185174		P - W	MAINS & LINES MA	90.70.801.14.5532
NORTHWESTERN UNIVERSITY 005713		180284 01/13/23		POL STAFF & COMMAND	4,500.00	038250	CPS128172	230002	F - W	REGISTRATION FEE	10.40.500.06.5251
OLSSON ASSOCIATES 009235		180285 01/13/23		P&D COMPREHENSIVE PLAN	6,033.63	038202	436950	220091	P - W	COMPREHENSIVE PL	56.70.630.38.5850
OUTDOOR RESTROOMS LLC 003763		180286 01/13/23		PKS PORT A POTS	372.58	038251	654931		P - W	RECREATION SUPPL	61.60.458.04.5004
		180286 01/13/23		PKS PORT A POTS	225.00	038252	654932		P - W	RENTAL	60.60.420.18.5611
					597.58	*CHECK TOTAL					
				VENDOR TOTAL	597.58						
PACE ANALYTICAL SERVICES 005664		180287 01/13/23		WTR LEE CHEMICAL TESTING	510.91	038203	2360175134	220071	F - W	LAB FEES	90.70.802.08.5365
		180287 01/13/23		WTR LEE CHEMICAL TESTING	634.82	038204	2360175134		P - W	LAB FEES	90.70.802.08.5365
					1,145.73	*CHECK TOTAL					
				VENDOR TOTAL	1,145.73						
PRINTING UNLIMITED 004763		180288 01/13/23		HR BUSINESS CARDS	36.57	038253	68562		P - W	GENERAL SUPPLIES	10.25.011.04.5001
PUBLIC WATER DIST #5 002759		180289 01/13/23		WTR SERVICE	134.70	038205	0215		P - W	WATER PURCHASES-	90.70.802.08.5390
		180289 01/13/23		WWT SERVICE	25.01	038206	0369		P - W	LIFT STATION MAI	92.70.902.14.5525
					159.71	*CHECK TOTAL					
				VENDOR TOTAL	159.71						
RICOH USA, INC 007683		180290 01/13/23		POL COPIER LEASE	153.81	038254	106806289		P - W	COPIER LEASE & U	10.40.512.04.5110
SCHOELLER PLUMBING 005042		180291 01/13/23		CCTR PUMP ROOM PIPE REP	2,237.00	038207	3597		P - W	BUILDING MAINTEN	65.60.491.14.5571
SESAC 004792		180292 01/13/23		CCTR LICENSE FEE	1,104.00	038255	10615770		P - W	MISCELLANEOUS FE	65.60.491.08.5399
SHOGER/LAUREL 005680		180293 01/13/23		CCTR SWIM INSTR	216.00	038256	1/8-1/9		P N W	PRIVATE SWIMMING	65.60.417.08.8125
SMITH/ABIGAIL 000433		180294 01/13/23		CCTR SWIM INSTR	112.00	038257	1/3-1/4		P N W	PRIVATE SWIMMING	65.60.417.08.8125
SPECTRUM BUSINESS 004364		180295 01/13/23		POL CABLE SERVICE	100.00	038208	0333316121722		P N W	REGIONAL ALERT S	10.40.512.08.5393
SPROUT SOCIAL INC 004263		180296 01/13/23		T&L SPROUT SOCIAL	15,138.35	038258	INV-31502		P - W	INTERNET SERVICE	10.90.132.08.5304

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
STRATUS BUILDING Solutio 000460								
180297	01/13/23	CCTR JANITORIAL SERVICES	3,682.00		038259 5745612		P N W CONTRACT LABOR	65.60.491.08.5397
180297	01/13/23	CCTR DEDUCTION	121.38CR		038260 5733834		P N W CONTRACT LABOR	65.60.491.08.5397
			3,560.62		*CHECK TOTAL			
		VENDOR TOTAL	3,560.62					
SUMNERONE INC 005662								
180298	01/13/23	FIN PRINTER CARTRIDGES	128.00		038209 3437661		P - W GENERAL SUPPLIES	10.30.130.04.5001
SUTTON/KATELYN DANIELLE 000327								
180299	01/13/23	CCTR SWIM INSTR	14.00		038261 1/4-1/7		P N W PRIVATE SWIMMING	65.60.417.08.8125
180299	01/13/23	CCTR SWIM INSTR	50.00		038261 1/4-1/7		P N W SWIM TEAM BASICS	65.60.417.08.8121
180299	01/13/23	CCTR SWIM INSTR	20.00		038261 1/4-1/7		P N W SWIM TEAM BASICS	65.60.417.08.8121
			84.00		*CHECK TOTAL			
		VENDOR TOTAL	84.00					
SYNERGY SERVICES INC 005964								
180300	01/13/23	DOMESTIC VIOLENCE FUND	896.00		038210 DEC 2022		P - W DOMESTIC VIOLENC	10.2472
TECHNOLOGY GROUP Solutio 004267								
180301	01/13/23	T&L FORTISWITCH MAINT	3,060.36		038211 51134		P - W MINOR COMPUTER E	10.90.132.18.5605
TOWN AND COUNTRY BUILDIN 007143								
180302	01/13/23	CITY HALL JANITORIAL SER	219.85		038212 00150227	220001	F - W CONTRACT LABOR	10.70.221.08.5397
180302	01/13/23	CITY HALL JANITORIAL SER	2,160.15		038213 00150227		P - W CONTRACT LABOR	10.70.221.08.5397
			2,380.00		*CHECK TOTAL			
		VENDOR TOTAL	2,380.00					
TW SPORTSWEAR, LLC 005575								
180303	01/13/23	PKS BSKBAL, BITTY&ADULT	729.99		038214 44136	220024	P - W RECREATION SUPPL	61.60.458.04.5004
180303	01/13/23	PKS BSKBAL, BITTY&ADULT	8,485.55		038215 43974	220024	F - W RECREATION SUPPL	61.60.458.04.5004
			9,215.54		*CHECK TOTAL			
		VENDOR TOTAL	9,215.54					
TYLER TECHNOLOGIES-INCOD 005066								
180304	01/13/23	T&L COURT ONLINE	175.00		038216 025-403262		P - W SOFTWARE MAINTEN	10.90.132.14.5591
180304	01/13/23	T&L COURT ONLINE	175.00		038264 025-406625		P - W SOFTWARE MAINTEN	10.90.132.14.5591
			350.00		*CHECK TOTAL			
		VENDOR TOTAL	350.00					
UNIFIRST CORPORATION 002825								
180305	01/13/23	CCTR MATS	119.56		038265 229 0117714		P - W MISC EQUIPMENT M	65.60.491.14.5559
UNITE PRIVATE NETWORKS L 005621								
180249	01/13/23	T&L TELECOMMUNICATIONS	8,572.00		038266 SI-23-000466		P N W TELECOMMUNICATIO	10.90.132.12.5455
UNITED OFFICE PRODUCTS 005817								
180306	01/13/23	T&L EQUIP MAINT	999.90		038217 422471-0		P - W IT MAINTENANCE &	10.90.132.14.5555
180306	01/13/23	PKS OFFICE DESK	1,734.90		038267 423228-0		P - W GENERAL SUPPLIES	60.60.415.04.5001
			2,734.80		*CHECK TOTAL			
		VENDOR TOTAL	2,734.80					

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
USIC LOCATING SERVICES I 006076									
180307	01/13/23	WTR 2022 LOCATES	4,763.52	038218	558600	220038	P - W	CONTRACT LABOR	90.70.801.08.5397
180307	01/13/23	WWT 2022 LOCATES	4,763.51	038219	558600	220038	P - W	CONTRACT LABOR	92.70.901.08.5397
			9,527.03	*CHECK TOTAL					
		VENDOR TOTAL	9,527.03						
VALVOLINE LLC 005460									
180308	01/13/23	POL #203 OIL CHANGE	24.99	038220	47396		P - W	VEHICLE MAINTENA	10.40.500.14.5541
180308	01/13/23	DD #106 OIL CHANGE	24.99	038221	47406		P - W	VEHICLE MAINTENA	10.80.153.14.5541
180308	01/13/23	POL #208 OIL CHANGE	24.99	038268	47598		P - W	VEHICLE MAINTENA	10.40.500.14.5541
			74.97	*CHECK TOTAL					
		VENDOR TOTAL	74.97						
WALLEY/ERICA 000602									
180309	01/13/23	FIRE BUNKER BOOT REIMB	300.00	038222	SO154626		P - W	MINOR EQUIPMENT	58.50.325.18.5601
WEX BANK 005626									
180310	01/13/23	FUEL-DEC	31,111.83	038223	86095956		P - W	INVENTORY-GASOLI	10.1720
WILHELMI/PATRICK .14303									
180311	01/13/23	CCTR REFUND ENROLLMENT	75.00	038224	1734624		P - W	REFUNDS PAYABLE	65.2265
WORK ZONE INC/THE 008901									
180312	01/13/23	ST SIGN MATERIALS	93.52	038262	64275		P - W	STREET SIGNS	50.75.607.14.5641
180312	01/13/23	ST SIGN MATERIALS	782.50	038263	64292		P - W	STREET SIGNS	50.75.607.14.5641
			876.02	*CHECK TOTAL					
		VENDOR TOTAL	876.02						
ZOLL MEDICAL CORPORATION 006014									
180313	01/13/23	FIRE MONITOR MAINT	482.16	038225	3630980		P - W	MISC EQUIPMENT M	10.50.311.14.5559
180313	01/13/23	FIRE MONITOR MAINT	10,263.75	038269	90069930		P - W	MISC EQUIPMENT M	10.50.311.14.5559
			10,745.91	*CHECK TOTAL					
		VENDOR TOTAL	10,745.91						

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
BOONE/BRADLEY JASON 007562									
1844	12/30/22	NETWORK/SECURITY SERVICE	5,822.00	038139	052		P N H	CONTRACT LABOR	10.90.132.08.5397
CENTRAL STATES LEEDS 007492									
177833	12/30/22	VOIDED CHECK	450.00	CR 038140	HAWKINS		P - H	REGISTRATION FEE	10.40.500.06.5251
HILL/DAVID 000528									

180085 12/30/22 VOIDED CHECK	90.00CR	038141 12/17	P N H PRIVATE SWIMMING	65.60.417.08.8125
MCCLOUD/ERIC .14300				
180188 12/30/22 VOIDED CHECK	1,072.86CR	038142 206 1870 00 01	P - H WATER REFUNDS	90.2495
180222 12/30/22 WTR REFUND OVERPMT	1,072.86	038143 206 1870 00 01	P - H WATER REFUNDS	90.2495
VENDOR TOTAL	0.00			
SAMS CLUB DISCOVER-GEGRS 003621				
1843 12/30/22 OFFICE SUPPLIES	104.03	038144 DEC 2022	P - H GENERAL SUPPLIES	10.30.130.04.5001
1843 12/30/22 OFFICE SUPPLIES	358.98	038144 DEC 2022	P - H GENERAL SUPPLIES	10.40.500.04.5001
1843 12/30/22 OFFICE SUPPLIES	73.42	038144 DEC 2022	P - H GENERAL SUPPLIES	10.60.483.04.5001
1843 12/30/22 OFFICE SUPPLIES	8.82	038144 DEC 2022	P - H CHILD CARE PROGR	65.60.417.08.8701
1843 12/30/22 OFFICE SUPPLIES	29.06	038144 DEC 2022	P - H GENERAL SUPPLIES	65.60.491.04.5001
1843 12/30/22 OFFICE SUPPLIES	26.94	038144 DEC 2022	P - H MEETING EXPENSE	65.60.491.38.5803
1843 12/30/22 OFFICE SUPPLIES	104.02	038144 DEC 2022	P - H GENERAL SUPPLIES	90.30.133.04.5001
	705.27	*CHECK TOTAL		
VENDOR TOTAL	705.27			



CITY COUNCIL ACTION REPORT

Meeting Date: January 23, 2023

A/R No.: 2022-355

Department: Utilities

Submitted By: Matt Redenbaugh,
Operations Manager Wastewater

Subject: ORDINANCE AMENDING ORDINANCE NO. 11561, AMENDING AN AGREEMENT WITH DENALI WATER SOLUTIONS, LLC FOR THE DISPOSAL OF WATER PLANT RESIDUALS

Summary:

Amend Denali's existing contract for the disposal/ beneficial reuse of biosolids from the Wastewater Treatment Plant. This amendment is being pursued as a compromise solution for both the City and the contractor. The contractor gets \$14,700.00 monthly minimum for 350 wet tons and \$49.00 per additional tonnage to help with increased cost. The City gets a discounted rate of \$42.00 per wet ton from \$49.00 per wet ton when the monthly wet tonnage is under 350 wet tons.

Background:

Wastewater continually produces biosolids. These biosolids require handling. Denali has been managing/handling our beneficial reuse of biosolids. Handling of biosolids requires agronomical loading/ nutrient testing and generation of annual reports for the Wastewater Treatment Plant which goes to Missouri Department of Natural Resources (MoDNR) to demonstrate biosolid compliance.

Denali has an existing contract that expires at the end of 2023 which is currently set at \$49 per wet ton with no minimum. This amendment adds a monthly minimum of \$14,700 monthly for 350 wet tons, which is a reduction to \$42 per wet ton. The reduction in rates and a minimum monthly amount was a compromise solution for both the City and the contractor. Monthly tonnage above 351 wet tons will be at an additional rate of \$49 per wet ton. This proposal/amendment is being pursued due to contractor financial issues related to increase in fuel and labor, increased equipment and repair costs and periods of decreased production of biosolids.

Biosolid disposal exceeded 350 wet tons for seven months in the year 2022. Staff expects less biosolid disposal needs as the membrane thickening improvement project is completed however, it would be optimistic not to plan for some months that would exceed the 350 wet ton allotment. Therefore, staff is requesting an authorized amount not to exceed \$585,000, \$390,000 for disposal of water plant residual and \$195,000 for biosolids disposal (increased from \$180,000, Ordinance 11561).

Water plant residual disposal cost is from Ordinance 11561 and is unaltered. The total agreed amount is \$500,000 for water plant residual disposal. City staff started to haul water plant residuals and have spent \$110,000 thus leaving a total of \$390,000 potentially for Denali to haul water plant residuals.

Previous Action (if applicable):

- Ordinance No.10619-Agreement approved on September 26, 2016
- Ordinance No.10742- Amendment No. 1 approved on May 22, 2017
- Ordinance No. 11063- Amendment No. 2 approved on March 25, 2019
- Ordinance No. 11157- Amendment No. 3 approved on October 28, 2019
- Ordinance No. 11320- Amendment No. 4 approved on November 9, 2020
- Ordinance No. 11561-Amendment No. 5 approved on March 14, 2022

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:90.70.802.08.5370	Amount:\$390,000.00
	Line Item: 92.70.902.08.5370	Amount:\$195,000.00
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 23 ORD Denali agreement 2023 amendment for WTP and WWTP residuals
2. AMENDMENT NO 6 01092023
3. Denali Statement

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 11561, AMENDING AN AGREEMENT
WITH DENALI WATER SOLUTIONS, LLC FOR THE DISPOSAL OF
WATER PLANT RESIDUALS

WHEREAS, Ordinance No. 10619, approved an Agreement with Denali Water Solutions, LLC for the disposal of Water Plant Residuals (project UT-005-16); and

WHEREAS, Ordinance No. 10742, approved an Amendment to the Agreement for disposal of Water Plant Residuals for the inclusion of the disposal of Wastewater Treatment Plan biosolids residuals; and

WHEREAS, Ordinance No. 11063, approved an Amendment to the Agreement for disposal of Water Plant Residuals, by changing the cost to \$49/wet ton for disposal of wastewater biosolids for an amount not-to-exceed \$90,000.00;

WHEREAS, Ordinance No. 11157, approved an Amendment to the Agreement for disposal of Water Plant Residuals, by changing the not-to-exceed amount to \$535,000.00 of which \$400,000 was for the removal of water treatment plant residuals and \$135,000.00 was for the removal of wastewater treatment biosolids residuals.

WHEREAS, Ordinance No. 11320, approved an Amendment to the Agreement for disposal of Water Plant Residuals, by changing the not-to-exceed amount to \$570,000.00 of which \$400,000 was for the removal of water treatment plant residuals and \$170,000.00 was for the removal of wastewater treatment biosolids residuals.

WHEREAS, Ordinance No. 11561, approved an Amendment to the Agreement for disposal of Water Plant Residuals, by changing the not-to-exceed amount to \$680,000.00 of which \$500,000 was for the removal of water treatment plant residuals and \$180,000.00 was for the removal of wastewater treatment biosolids residuals.

The term of the agreement was extended to and shall expire on December 31st, 2023

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 approving an amendment to an agreement by and between the City of Liberty, Clay County, Missouri and Denali Water Solutions, LLC for the disposal of water and wastewater treatment plant residuals.

The not not-to-exceed amount shall be increased to SIX HUNDRED NINETY FIVE THOUSAND DOLLARS [\$695,000.00] of which FIVE HUNDRED THOUSAND DOLLARS [\$500,000.00] will be for the removal of water treatment plant residuals and ONE HUNDRED AND NINETY FIVE THOUSAND DOLLARS [\$195,000.00] will be for the removal of

ORDINANCE NO. _____ (CONT.)

wastewater treatment biosolids residuals. Thus, adding a monthly minimum of \$14,700 for 350 wet tons and \$49 per additional wet tonnage.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement as described in Section 1 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

AMENDMENT NO 6
To
AGREEMENT FOR SERVICE FOR
REMOVAL OF WATER TREATMENT RESIDUALS
Between
MAYOR, COUNCILMEN, AND CITIZENS OF THE CITY OF LIBERTY, CLAY COUNTY,
MISSOURI
and
DENALI WATER SOLUTIONS LLC

THIS AMENDMENT to AGREEMENT FOR SERVICE FOR REMOVAL OF WATER TREATMENT RESIDUALS ("AGREEMENT") is made this _____ day of _____, 2023, between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and Denali Water Solutions LLC, of Russellville, Arkansas, as CONTRACTOR.

WHEREAS, CITY and CONTRACTOR have sufficient volume data and therefore wish to amend Section 9.2 of the AGREEMENT to:

9.2 CITY will pay the following unit price for the CONTRACTORS'S SERVICES hereunder at the outset of the SERVICES to remove WASTEWATER TREATMENT RESIDUALS: Removal, transportation and disposal of WASTEWATER TREATMENT RESIDUALS - \$14,700 monthly minimum for up to 351 wet tons and \$49 per wet ton for additional tonnage.

In all other respects, the existing contract remains in full force and effect.

IN WITNESS WHEREOF, CITY and CONTRACTOR accept the terms and conditions of this contract through their respective signatures below, as officially approved by the Liberty City Council and attest to by the Deputy City Clerk on the date and year noted:

Approved this _____ day of _____, 2023.

CITY OF LIBERTY, MISSOURI

BY _____
MAYOR

ATTEST:

DEPUTY CITY CLERK

CONTRACTOR
DENALI WATER SOLUTIONS LLC

BY _____

ATTEST: _____

Name/Title _____



11/29/2022

Via Email Delivery

To:

Liberty Wastewater

City of Liberty

Liberty, Mo

REFERENCE: City of Liberty Biosolids

Dear Matt,

Denali Water Solutions LLC ("Denali") is pleased to present this updated proposal to the City of Liberty, MO, for the Hauling and Land Application of Biosolids. We appreciate this opportunity and look forward to continuing our relationship with you on this project.

Company Information

Denali is a non-hazardous, organic waste management company that takes a scientific and environmentally responsible approach to managing wastewater residuals such as DAF skimmings, sludge, pulp, paper wastewater residuals, compost grease trap, food scrap, blood, manure, and paunch.

Formed in 2014, Denali is led by Andy McNeill and a highly experienced team focused on delivering safe, exemplary customer service. By reinvesting in our infrastructure, Denali ensures that our customer's residuals will be picked up promptly and repurposed in an environmentally friendly manner. This philosophy has been rewarded with healthy growth that has included the recent acquisitions of WeCare Organics (2016); Enviro-Organic Technologies and Nebo Residuals (2017); Terra Renewal Services, Oros and Busch Application Technologies (2018); Harvest New England and Harvest Mid-Atlantic (2019); Sustainable Resources Group (2020); Organix Recycling (2021); and Imperial Western Products (2022).

We believe our process and approach to residuals management is unique to the marketplace and contributes to us being the #1 handler of organic industrial waste streams in the United States.

Denali's Process –

1. Our fleet of professional drivers uses clean, well-maintained vehicles to collect your organic waste residuals.
2. The organic residuals materials are either land-applied and converted into repurposed, renewable resources or disposed of in equally environmentally-friendly methodologies.
3. You and your company are then rewarded with a renewed sense of environmental stewardship.

Our professional team includes more than 1,400 dedicated full-time employees with years of experience in soil science, agronomy, geology, regulatory permitting and compliance, transportation, logistics, public relations, and customer service. In 2022, Denali will handle more than 120,000 daily haul loads (~660,000,000 gallons) of liquid and semi-solid organic waste residuals.

For our Industrial and Food Processing customers, we collect organic residuals from their facilities, often many times per day, and transport the material directly to Denali permitted fields for beneficial reuse by land-applying the material using specialized state-of-the-art sub-soil injection equipment, thus minimizing any odors, and repurposing the residual waste stream into eco-friendly fertilizer. When suitable, we will

deliver material to a composting operation or anaerobic digester to produce a soil amendment or clean energy.

Our service footprint is headquartered in Russellville, Arkansas, extends coast to coast, covering 40 states with over 60 operating centers.

By allowing Denali to handle your organic residuals, you are not only improving the preservation of our planet's natural resources for future generations, but you are also simultaneously improving the current ecological state of affairs for today's existence by reducing the size of our landfills, lessening agricultural erosion and making effluent water discharges safe and eco-friendly.

Denali owns over 300 difficult-to-obtain permits that provide access to more than 450,000 acres of permitted farmland for land application and more than 40 million gallons of storage capacity, strategically disbursed for use during inclement weather and unforeseen emergencies.

Denali's strong reputation for providing environmentally compliant collection and final disposition of highly regulated waste streams minimizes the risk of unforeseen environmental liabilities for waste generators. It reduces the potential for public relations issues. Deep permitting expertise across numerous states uniquely sets Denali apart from the competition. At Denali, we proactively help shape regulatory initiatives in the states where we operate.

Scope of Amendment

Hauling and land application of biosolids from the wastewater plant in the city of Liberty, MO, to land application sites.

The purpose of this updated proposal is to amend the current contract to include a minimum haul volume on a monthly basis. The minimum haul volume will be 300 tons and the minimum value will be \$ 14,700.00 monthly. The minimum haul value will extend from 300 to 350 tons. Once the volume reaches or exceeds 351 tons, the current rate of \$ 49.00 per ton will apply.

The reason for this amendment is due to the following:

- 1- Increased fuel and labor cost
- 2- Increased equipment and repair cost
- 3- Decreased productivity at the plant
- 4- Minimum requirements to achieve positive financial performance

This proposal expresses discussions to date and is not intended to be a binding agreement. It is understood that a definitive contract between the parties will contain other terms and conditions which will have to be negotiated and agreed to before finalizing the amendment. I look forward to hearing from you in order to begin finalizing an agreement between our companies.

Sincerely,



Todd Timmerman
Regional Manager
Denali Water Solutions, LLC



**CITY COUNCIL
ACTION REPORT**

Meeting Date: January 23, 2023

A/R No.: 2023-366

Department: Fire

Submitted By: John Mills, Fire Chief

Subject: ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF LIBERTY AND WEATHER OR NOT WEATHER SERVICE IN AN AMOUNT NOT TO EXCEED \$21,473.00

Summary:

- The City of Liberty has utilized Weather or Not services for hyper local weather forecasting services since 2015.
- The Weather or Not services are used to track severe weather and prepare potential emergency responses, help plan for staffing needs and timing related to severe weather events, allow staff to make program and event decisions in the interest of public safety and much more.

Background:

The "Weather or Not" program is a weather tracking and alert system that the City of Liberty used by the Fire (Emergency Management), Public Works, Utilities and Parks & Rec departments as well as the City's special events teams. The contract allows for up to 35 users.

The automated system provides twice daily weather forecasts Monday - Friday and daily forecasts on the weekends. The service provides alerts and real-time calls for severe weather, specifically for Liberty, via text and email. City staff may also call for updates and forecasts as needed

Previous Action (if applicable):

The "Weather or Not" program cost is split between both the Fire Department/Emergency Management at \$13,973.00 and the Public Works Department at \$7,500.00. This is a service that the City has used for many years.

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:10.50.300.14.5553 Line Item:10.70.201.08.5399	Amount:\$13,973.00 Amount:\$7,500.00
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	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Weather or Not Weather Service Ord
2. Weather or Not Weather Service Contract

DOCUMENT NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF LIBERTY
AND WEATHER OR NOT WEATHER SERVICE

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 Weather or Not Weather Service, PO Box 7427 Carol Stream, IL 60197, in an amount not to exceed TWENTY-ONE THOUSAND FOUR HUNDRED SEVENTY-THREE DOLLARS (\$21,473.00) for weather forecasting service. A copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to signed the Agreement more fully 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.

PASSED by the City Council this ____ day of _____, 2023.

MAYOR

ATTEST:

Deputy City Clerk

APPROVED by the Mayor this ____ day of _____, 2023.

MAYOR

The City of Liberty – A⁺™ Weather Services Contract

This is to confirm that the City of Liberty retains *Weather or Not®*, Inc. (“*Weather or Not*”) from January 1, 2023 thru December 31, 2023 to provide weather forecasting services set forth herein. Daily forecasts will be provided with access to Weather or Not’s exclusive Expert Analysis with up to 35 user licenses, updates being made as information becomes available. A⁺™ Weather Alerts will be delivered to City of Liberty mobile devices. The City of Liberty may call for updates whenever they choose. *Weather or Not* may record telephone calls between weather forecasters and the City of Liberty. The City of Liberty understands that these recordings may occur for the purpose of *Weather or Not* customer service training (without further notices) and consents to these recordings.

The all-inclusive fee for the Premier Plus Program for the City of Liberty, including Fire, Public Works, Utilities, and Parks and Recreation including the Sferic Mapssm total lightning service shall be \$21,473, annually, payable net 30.

The City of Liberty agrees that the information provided by *Weather or Not* as a part of the Contract shall not be rebroadcast, redistributed, republished or otherwise reproduced, in whole or in part, without the express written consent of *Weather or Not*.

The City of Liberty acknowledges that forecasting the weather is not an exact science and that *Weather or Not* has no control over the City of Liberty’s actions in response to forecasts and information delivered by *Weather or Not*. *Weather or Not* shall not be responsible for the acts or omissions of the City of Liberty taken in reliance upon the information provided by *Weather or Not* pursuant to the Contract. The City of Liberty hereby releases *Weather or Not*, its representatives, officers, directors, and shareholders, from all loss, cost, damage, liability, and expense including actual, consequential, and incidental damages suffered by the City of Liberty or any of its agents, contractors or employees as a result of weather conditions, whether or not forecasted by *Weather or Not*, or as a result of any other services provided by *Weather or Not*.

The City of Liberty hereby agrees that this agreement shall not be assigned or otherwise transferred in whole or in part without the express written consent of *Weather or Not*. This agreement shall be binding when signed by both parties.

Sara Croke, President
Weather or Not, Inc.

Curtis C. Wenson, City Administrator
Liberty, Missouri

Date

Date

Addendum 1 to Contract

All calls to Weather or Not should be made to either (913) 722-3955 or (816) 818-7777.

NWS Severe Weather Notification and Storm Updates

NWS severe weather watches and warnings as well as storm updates will be delivered via mobile device. The City of Liberty will be responsible for developing their own lightning safety policy and training their employees accordingly. *Weather or Not* will provide as much information as possible while realizing that all decisions regarding hazardous weather and the City of Liberty will be made by the City of Liberty.

ANYTIME THAT THE WORDS “STORM”, “THUNDERSTORM” OR “T-STORM” ARE USED BY WEATHER OR NOT, THE CITY OF LIBERTY IS TO ASSUME THAT LIGHTNING IS POSSIBLE. WHILE WEATHER OR NOT WILL MAKE EVERY EFFORT TO BE AS SPECIFIC AS POSSIBLE, ANYONE RECEIVING INFORMATION FROM WEATHER OR NOT NEEDS TO UNDERSTAND THAT ALL “STORMS” AND “THUNDERSTORMS” HAVE LIGHTNING.

Daily Forecast Updates and General Weather Information

The City of Liberty may call for updates whenever and as often as they choose. If a busy signal is detected or voice mail answers at (913) 722-3955 they will immediately call (816) 818-7777 and enter a phone number where they can be reached. Within 5 minutes, a forecaster from *Weather or Not* will respond to that page.

E-mailed Daily Weather Forecast

Additionally, *Weather or Not* will email a forecast by 7:00 am and 3 pm Monday through Friday and by 8 am on weekends to the City of Liberty. The City of Liberty may choose to add email recipients at anytime during this contract.

Hours of Operation

Weather or Not will be monitoring the weather 24 hours a day, 7 days a week for the City of Liberty

Weather or Not is an information provider. The ultimate responsibility of closing outdoor venues is decided by the City of Liberty in its sole discretion. This agreement shall be binding when signed by both parties.

Sara Croke, President
Weather or Not, Inc.

Curtis C. Wenson, City Administrator
Liberty, Missouri

Date

Date



CITY COUNCIL ACTION REPORT

Meeting Date: January 23, 2023

A/R No.: 2023-363

Department: Administration

Submitted By: Claire Rodgers, Marketing and Communications Manager

Subject: ORDINANCE APPROVING A CONTRACT WITH J&M DISPLAYS FOR THE LIBERTY FEST FIREWORKS DISPLAY LOCATED AT CAPITOL FEDERAL SPORTS COMPLEX OF LIBERTY IN AN AMOUNT NOT TO EXCEED \$35,000.00

Summary:

- Liberty Fest will be held on Monday, July 3, 2023 at Capitol Federal Sports Complex of Liberty.
- The pyro-musical display will last approximately 25 minutes and will include a faux finale and finale.
- The total cost is \$35,000.00. This is a \$2,000.00 price increase from last year due to global supply chain shipping issues and cost of the product.

Background:

The City of Liberty and the Liberty Area Chamber of Commerce have co-hosted Liberty's Independence Day celebration at the Sports Complex since 2016 and over that time, the event has grown to see more than 10,000 attendees. J&M Displays has provided the fireworks for the Liberty Fest Fireworks event since 2017 and has provided not only excellent quality fireworks, but also excellent customer service.

Similar to past years, the fireworks will be a pyro-musical with the various shells timed to music. With funding from the Transient Guest Tax, the City of Liberty has budgeted \$35,000 for fireworks in 2023.

Per the outlined contract renewal schedule, staff distributed a request for proposals in December 2022 to our list of fireworks vendor contacts (three companies) and posted the RFP online (to the public bids module that has four subscribers in the Liberty Fest bids category). Only one response proposal was submitted and that was from J&M Displays.

In addition to fireworks, the event will also include popular entertainment like inflatables, face painting, a concert and food trucks providing items like BBQ, kettle corn, shaved ice, hot dogs and more.

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: 67.20.061.38.5804	Amount: \$35,000
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. JM 2023 Display Agreement-Liberty MO
2. Ordinance - J&M Fireworks Fest



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$_____ program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of _____, 20____ at approximately _____ p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- ☐ The sum of \$_____ as a down payment upon execution of this Agreement. The balance of \$_____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☐ \$_____ in full by _____ (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- ☐ \$_____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ____5% ____10% ____15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of _____ or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: Ted Kallhoff

BY: _____

ROLE: _____

ROLE: _____

J&M Displays, Inc.

ENTITY: _____

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH J&M DISPLAYS FOR THE LIBERTY
FEST FIREWORKS DISPLAY LOCATED AT CAPITOL FEDERAL SPORTS COMPLEX
OF LIBERTY

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 J&M Displays, 18064 170th Avenue,
Yarmouth, IA 52660, in an amount not to exceed THIRTY FIVE THOUSAND DOLLARS
(\$35,000) for pyrotechnic services for Liberty Fest on July 3, 2023 located at the Capitol Federal
Sports Complex of Liberty, 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 _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2023.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: January 23, 2023

A/R No.: 2023-364

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: ORDINANCE APPROVING A CONTRACT WITH STRATUS BUILDING SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$48,600.00 FOR THIRD SHIFT CONTRACTUAL CUSTODIAL SERVICES AT THE LIBERTY COMMUNITY CENTER

Summary:

- The Liberty Community Center began utilizing third shift contractual custodial services in March 2013 for the locker rooms and fitness center.
- In March 2015, third shift contractual custodial services were extended to seven days per week in the high profile areas of the facility.
- Third shift custodial provides an opportunity for a thorough cleaning of the high profile areas of the facility when guests aren't utilizing the facility.
- MC Janitorial was the 3rd shift custodial contractor from 2016 – 2021. Although the low bidder, staff experienced service issues throughout the length of their contract.
- A contract with Stratus Building Solutions was approved in January 2022 for the amount of \$44,184.00. Satisfactory results were experienced during year one of the contract.
- Stratus Building Solutions is requesting an increase of \$368.00 per month or \$4,416.00 annually for year two of the contract citing unavoidable costs to them for supplies and doing business.
- Staff recommends approval of a contract with Stratus Building Solutions for the amount of \$48,600.00.
- This would be year two (2023) of the potential three, one-year agreements with Stratus Building Solutions.

Background:

In March 2013, the Liberty Community Center began utilizing third shift contractual custodial services for a deeper cleaning of the locker rooms and fitness center Monday through Friday. In addition to a deeper cleaning, third shift custodial also prevents interruption of service for Liberty Community Center guests. In March 2015, third shift contractual custodial was expanded to seven days per week in the high profile areas of the facility to further enhance the guest experience. MC Janitorial had provided third shift contractual custodial assistance for the Liberty Community since March 2016. The original three-year agreement, ending February 2019, was for \$29,920.80 per year. In March 2019, MC Janitorial began another three-year agreement for \$30,818.42. With the addition of the weight room and companion care locker room, the contracted amount was increased for years two and three of the agreement to \$35,732.42.

A legal ad was placed and bids were solicited from 12 area cleaning companies. Four

companies toured the facility (Hi Gene's, City Wide Maintenance, Town & Country, Stratus Building Solutions) and proposals were received from four vendors.

Vendor	Bid
MC Janitorial*	\$35,732.40
Stratus Building Solutions	\$44,184.00
Hi Gene's	\$64,920.00
Myles Cleaning	\$69,180.00
Jani King	No Bid
Burtin & Associates	No Bid
City Wide Maintenance	No Bid
Town & Country	No Bid
Alliance Maintenance	No Bid
Pride Services	No Bid
Ready Cleaning	No Bid
Bonus Building Care	No Bid

*Although MC Janitorial is the low bidder, staff experienced service issues over the length of their previous contract. Issues included an overall failure to maintain a clean facility and missed days of service without communication. Staff met with MC Janitorial management on several occasions to express specific concerns regarding facility cleanliness and expectations for a change in the quality of service. MC Janitorial failed to make the requested changes. Staff made efforts to receive a proposal from Town & Country Building Services (approved contractor for City Hall janitorial services) but an official proposal was not received. After checking references for Stratus Building Solutions, staff recommended approval of an ordinance for a contract for third shift custodial services at the Liberty Community Center.

In addition to labor, the bid also includes cleaning supplies and cleaning equipment. Stratus Building Solutions, when needed by the Liberty Community Center, will also provide additional day porter service and/or overnight theater cleaning at \$22.50/hour.

In December 2022, Stratus Building Solutions requested an increase of \$368.00 per month or \$4,416.00 annually for year two of the contract citing unavoidable costs to them for supplies and doing business. The requested increase is still significantly less than the next lower bidder, Hi-Gene's Janitorial. Satisfactory results were experienced by staff during year one (2022) of the contract. Staff recommends approval of an ordinance for a contract with Stratus Building Solutions to provide third shift custodial services at the Liberty Community Center for an amount not to exceed \$48,600.00. This will be year two (2023) of the potential 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: Park Board	Completed/Recommended: 1/5/2023

Financial Considerations:

Budgeted:	Line Item: 65.60.491.08.5397	Amount: \$48,600.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - 3rd Shift Contractual Custodial Services

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH STRATUS BUILDING SOLUTIONS
IN AN AMOUNT NOT TO EXCEED \$48,600.00 FOR THIRD SHIFT CONTRACTUAL
CUSTODIAL SERVICES AT THE LIBERTY COMMUNITIY 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 Stratus Building Solutions, 8735 Rosehill Road, Suite 250, Lenexa, KS 66215 in an amount not to exceed FORTY EIGHT THOUSAND SIX HUNDREND AND 00/100 (\$48,600.00) for third shift contractual custodial services 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 _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2023.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: January 23, 2023

A/R No.: 2023-365

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: SPORTS APPAREL UNIFORMS

1. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH CHALLENGER TEAMWEAR GROUP FOR FY 2023 YOUTH SPORTS APPAREL - YOUTH SOCCER
2. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH CUSTOM GRAPHICS FOR FY 2023 YOUTH SPORTS APPAREL - YOUTH BASEBALL/SOFTBALL JERSEYS, BASEBALL CAPS AND VOLLEYBALL JERSEYS
3. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH TW SPORTSWEAR FOR FY 2023 ADULT AND YOUTH SPORTS APPAREL - BASKETBALL JERSEYS, BITTY SPORTS AND ADULT SPORTS CHAMPIONSHIP SHIRTS

Summary:

- The Parks and Recreation Department facilitates a wide variety of youth and adult sports leagues and camps throughout the year which require the purchase of uniforms, jerseys, caps, socks, champion apparel, and the like.
- An RFP was advertised soliciting vendors to provide full service apparel management. The bid was not limited to a single-vendor award and was written with the ability to split the award among vendors offering the best price and service.
- The division's operating budget includes funding for this set of services in the amount of \$63,737.05. This pricing is based on past participation levels and may fluctuate pending the increase or decrease of 2023 participation levels.
- This document represents year two (2023) of the potential three, one-year (2024) agreements.

Background:

The Parks and Recreation Department facilitates a wide variety of youth and adult sports leagues and camps throughout the year which require the purchase of uniforms, jerseys, caps, socks, champion apparel, etc.

An RFP was advertised soliciting vendors to provide full service apparel management for each of the programs. The bid was not limited to a single-vendor award and was written with the ability to split the award among vendors offering the best price and/or service.

Six proposals were received. A "basket of goods" analysis was used to compare unit pricing proposed. Staff used FY 2021 numbers of apparel units managed to project FY 2022 annual costs per item bid, which are summarized in the tables below. Please note that not all vendors bid on all items and not all items met specifications.

- **Award #1 – Challenger Teamwear** – Youth Soccer - \$15,607.50
- **Award #2 – Custom Graphics** – Youth Baseball/Softball Jerseys, Baseball Caps, and Volleyball Jerseys - \$20,249.50
- **Award #3 – TW Sportswear** for Basketball Jerseys, Bitty Sports, and Adult Sports Championship Shirts - \$27,880.05
- Contracts have been written for each of the awards at the amount budgeted for each set of anticipated apparel purchases.

For ease of review, each league is listed within its own table and the tables are organized to illustrate the league groupings recommended for contract award.

Award #1 – CHALLENGER TEAMWEAR for Youth Soccer (\$15,607.50)
YOUTH SOCCER JERSEY:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
Challenger Teamwear	\$15,607.50	
TW Sportswear	\$16,627.20	
Custom Graphics	\$19,456.00	
YBA	\$25,587.20	
All-Star Apparel	\$26,173.00	
Axis Sports Group	\$32,000.00	

Award #2 – CUSTOM GRAPHICS for Youth Baseball/Softball, Baseball Caps, and Volleyball (\$20,249.50)
YOUTH BASEBALL/SOFTBALL JERSEYS:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
Custom Graphics	\$10,952.00	
All-Star Apparel	\$11,826.00	
TW Sportswear	\$11,891.20	
Challenger Teamwear	\$13,338.00	

BASEBALL CAPS:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
Custom Graphics	\$7,360	
YBA	\$7,984	
Challenger Teamwear	\$9,510	
TW Sportswear	\$10,224	
All-Star Apparel	\$13,600	

VOLLEYBALL:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
Custom Graphics	\$1,937.50	
All-Star Apparel	\$1,489.50	Did Not Meet Bid Specifications
TW Sportswear	\$2,072.50	

Challenger Teamwear	\$2,110.50
YBA	\$2,475.00
Axis Sports Group	\$3,000.00

Award #3 – TW SPORTSWEAR for Basketball, Bitty Sports, and Adult Sports Championship Shirts. (\$27,880.05)

YOUTH BASKETBALL JERSEYS:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
TW Sportswear	\$7,516.65	*See Note Below
Custom Graphics	\$7,271.00	
Challenger	\$9,594.75	
YBA	\$10,429.15	
All-Star Apparel	\$13,415.25	
Axis Sports Group	\$25,050.00	

BITTY SPORTS:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
TW Sportswear	\$5,388.00	
Custom Graphics	\$6,000.00	
All-Star Apparel	\$6,832.50	
YBA	\$8,073.00	
Axis Sports Group	\$12,581.25	

ADULT SPORTS CHAMPIONSHIP SHIRTS:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
TW Sportswear	\$14,975.40	**See Note Below
Axis Sports Group	\$14,190.00	
All-Star Apparel	\$14,875.00	
YBA	\$15,330.00	
Custom Graphics	\$16,170.00	

***NOTE: TW Sportswear was not the low bidder for basketball by \$299.65 for the year, but TW Sportswear is providing every basketball coach with a free coach's shirt. TW Sportswear was not the lowest bid for Adult Sports Shirts by \$785.40. With Adult Sports as a season-to-season order and with TW Sportswear located closer to Liberty, staff can receive items with a quicker turnaround time. Staff recommends retaining youth basketball and adult sports championship shirts with TW Sportswear, which is in good standing with the City of Liberty.

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:
x Other: Park Board Approval	Completed/Recommended: 1-5-2023

Financial Considerations:

x Budgeted:	Line Item: 61.60.458.04.5004	Amount: \$63,737.05
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Sports Apparel - Challenger Teamwear - Ordinance
2. Sports Apparel - Custom Graphics - Ordinance
3. Sports Apparel - TW Sportswear - Ordinance

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH
CHALLENGER TEAMWEAR GROUP FOR FY 2023 ADULT AND YOUTH SPORTS
APPAREL – YOUTH SOCCER

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 Challenger Teamwear, 8263 Flint Street, Lenexa, KS 66214, in an amount not to exceed FIFTEEN THOUSAND SIX HUNDRED SEVEN AND 50/100 DOLLARS (\$15,607.50), for FY 2023 sports complex recreation 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 _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2023.

MAYOR

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH CUSTOM
GRAPHICS FOR FY 2023 ADULT AND YOUTH SPORTS APPAREL – YOUTH
BASEBALL/SOFTBALL, BASEBALL CAPS, AND VOLLEYBALL JERSEYS

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 Custom Graphics, 1035 NE Jib Ct., Suite A, Lee's Summit, MO 64064, in an amount not to exceed TWENTY THOUSAND TWO HUNDRED FORTY NINE AND 50/100 DOLLARS (\$20,249.50), for FY 2023 sports complex recreation 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 _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2023.

MAYOR

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH TW
SPORTSWEAR FOR FY 2023 ADULT AND YOUTH SPORTS APPAREL – BASKETBALL,
BITTY SPORTS, AND ADULT SPORTS CHAMPIONSHIP SHIRTS

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 TW Sportswear, 1546 Tipton Road
Smithville, MO 64089, in an amount not to exceed TWENTY SEVEN THOUSAND EIGHT
HUNDRED EIGHTY AND 05/100 DOLLARS (\$27,880.05), for FY 2023 sports complex
recreation 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 _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2023.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: January 23, 2023

A/R No.: 2023-367

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH KOHL WHOLESALE IN AN AMOUNT NOT TO EXCEED \$70,000.00 FOR FY 2023 CONCESSION FOOD AND SUPPLIES

Summary:

- During scheduled events, the Parks and Recreation Department operates two concession stands within the Sports Complex.
- An independent contractor is engaged to deliver concession food and supplies to the Sports Complex concession stands.
- The Sports Complex operating budget includes funding for this set of services in the amount of \$70,000. This pricing is based on past participation levels as well as the increased use of the Sports Complex with the installation of turf. This amount may fluctuate pending the increase or decrease of 2023 participation levels.
- All concession food purchased is resold for a profit. The revenue from the concessions is included in the 2023 Sports Complex budget.
- Kohl Wholesale has served as the concession vendor at the Sports Complex since the 2017 season and is in good standing with the department.
- This agreement is year two (2023) of a potential three, one-year agreements.

Background:

The Parks and Recreation Department operates two concession stands during programs and events held at the Sports Complex. Independent contractors are engaged to deliver concession food, beverages, and supplies to the Sports Complex concession stands. Because the services requested are specialized, services are divided into two separate groups (concession food and supplies; beverages).

Services covered by this contract include all concession food and supplies that will be resold in FY 2023. The Sports Complex operating budget includes funding for all supplies in the amount of \$120,000, of which \$70,000 is planned for food and supplies.

Staff solicited proposals from four area food delivery vendors (Sysco, KOHL, Graves, and EVCO) as well as publicly advertised for food and supplies delivery services. One sealed proposal and one email proposal were received. A "basket of goods" analysis was used to compare unit pricing between the two to ensure competitive pricing. It is important to note that the "basket of goods" analysis does not include an exhaustive list of all products purchased but focuses on the primary products purchased each year. For this analysis, staff used FY 2021 numbers of cases/units purchased as well as volume based on event usage to project FY 2022 annual costs bid, which is

summarized in the table below:

BIDDER	“basket of goods” ANNUAL COST ESTIMATE	NOTES
KOHL Wholesale	\$57,900	

Graves Foods did not submit their bid according to the RFP directions, and is considered non-responsive. Staff recognizes KOHL Wholesale as the sole provider for concession food and supplies. KOHL Wholesale is also the food service provider for the Liberty School District. Staff recommends engaging in a guaranteed pricing contract with the sole bidder, KOHL Wholesale. This agreement is year two (2023) of the potential three (2024), 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: Park Board Approval	Completed/Recommended: 01/05/2023

Financial Considerations:

Budgeted:	Line Item: 61.60.458.04.5007	Amount: \$70,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - Kohl Foods - 2023
2. Contract - Kohl Wholesale FY2023

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH KOHL
WHOLESALE IN AN AMOUNT NOT TO EXCEED \$70,000.00 FOR
FY 2023 CONCESSION FOOD AND SUPPLIES

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 Kohl Wholesale, 130 Jersey, Quincy, IL 62301, in an amount not to exceed SEVENTY THOUSAND AND NO/100 (\$70,000.00), for FY 2023 concession food and 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 _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2023.

MAYOR



Guaranteed Pricing Contract
2023 Concession Food and Supplies Delivery

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this **1st day of January, 2023**, between N. Kohl Grocer Co. Inc (dba) Kohl Wholesale, an entity organized and existing under the laws of the State of Illinois, with its principal office located at 130 Jersey, Quincy, IL 62301, hereafter referred to as the Contractor, and the City of Liberty, Missouri, with its principal office located at 101 E. Kansas St., Liberty, Missouri, hereafter referred to as CITY.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract approved on January 1, 2023, and is effective as of January 1, 2023, and shall remain in effect as described within.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all products as specified in Request for Proposal **PK22-12** and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II CONTRACT TERM

The term of the agreement shall be upon approval by City Council January 1, 2023 – December 2023.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and to enter in to a guaranteed pricing contract with the City in an amount not to exceed \$70,000.00 and in accordance with the service rates proposed with the contractor's bid submission.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: the Contractor will invoice the City upon the delivery of pre-ordered goods. Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

All cost for freight and delivery is the sole responsibility of the Contractor selected as the best bid and is to be included in the bid price.

The City will be the sole judge as to the sufficiency of the work performed.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

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

Contractor agrees to provide all services necessary to perform and complete the contract as specified.

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

Contractor agrees to obtain and maintain during the term of this contract the necessary licenses and permits required by federal, state, county and municipal governments to

perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

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

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

FORCE MAJEURE

Neither the City nor Contractor shall be in breach of this Contract, failure or inability to provide any facility or service at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X
ENTIRE AGREEMENT

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

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

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

(SEAL)

THE CITY OF LIBERTY, MISSOURI

By: _____
Lyndell Brenton, Mayor

Attest: _____
Janet Pittman, Deputy City Clerk

(SEAL)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A
Scope of Work and Special Provisions

2023 Concession Food and Supplies Guaranteed Pricing

The City of Liberty is soliciting proposals to provide concession food products at a guaranteed price for delivery to one of three concession stands within the City of Liberty during scheduled events and programs.

- General provisions include the following:
 - Delivery dates will be mutually agreed upon between the Contractor and the City.
 - Items listed in Proposal Form E are not all inclusive. Additional food and supply items may be purchased during the term of the contract.
- Scope of work during concession season:
 - The City will operate up to three full-service concession facilities, seven days a week during the months of March-November.

**Guaranteed Pricing Agreement:
2023 Concession Food and Supplies**

Product	Specification	Brand	Price per case Kohl Grocer	Other Informatio n # / case	Price per unit
Hamburger	80/20 3X1 or better	Kings	\$ 71.47	93/2.6oz	\$ 0.76
Hot Dog	100% All Beef 5X1	Smithfield	\$ 33.89	50/ 10 lb.	\$ 0.68
Chicken Breast – 4 oz cooked	Tyson Red Label	Tyson	\$ 66.35	40/4 oz.	\$ 1.65
Nacho Chips - 3oz Individual Bags	Gehls	Gehl's	\$ 29.65	36/3oz	\$ 0.82
Potato Chips – Plain & Various Flavors	Lays 64 / 1.5 oz	Lays	\$ 38.47	64 ct.	\$ 0.60
Doritos Chips – Various Flavors	64 / 1.5oz	Doritos	\$ 38.47	64 ct.	\$ 0.60
Pretzels – Twist classic salted	Rold Gold 64/2 oz	Rold Gold	\$ 38.47	64 ct.	\$ 0.60
Nacho Cheese - bags	Gehls	Gehls	\$ 65.35	4/190oz	\$ 15.84
Plain Soft Pretzel	Super Pretzel 50/5 oz.	Soft Bavarian	\$ 42.78	50/5 oz.	\$ 0.86
Jalapeno Peppers Sliced	6 / #10 cans	Viva	\$ 39.78	6cans	\$ 6.63
Hot Dog Buns	Rotella 9/6 count	Rotella's	\$ 24.90	54/1.67 oz.	\$ 0.46
Hamburger Buns	Rotella 6/8 count	Rotella's	\$ 22.50	48/2.4 oz.	\$ 0.46
Muffins – individual bags, Chocolate chip	Otis Spunkmeyer 24/4 oz	Otis Spunkmeyer	\$ 29.17	24 count	\$ 1.22
Muffins – individual bags, Banana nut	Otis Spunkmeyer 24/4 oz	Otis Spunkmeyer	\$ 29.17	24 count	\$ 1.22
American Cheese Slices	4/5lb - 160 slices	Brighton	\$ 15.38	5 lb. =160 ct.	\$ 0.09
Ketchup Packets	Heinz Brand #1000	Heinz	\$ 19.73	1000 count	\$ 0.02

Mustard Packets	Heinz Brand #500	Heinz	\$ 13.27	500 count	\$ 0.03
Relish Packets	500/9 GM	Sauer	\$ 12.49	200 count	\$ 0.06
Mayo Packets	200 count/.437 oz.	PPI	\$ 8.75	200 count	\$ 0.04
Coffee Packets	128 / 1.5 oz	Reflection	\$ 35.22	42/1.5oz	\$ 0.84
Hot Chocolate Packets	Swiss Miss or Nestle 50ct	Nestle's	\$ 12.73	50 count	\$ 0.25
Hot Cups (Paper) 8 oz	20/50 count	Solo	\$ 65.76	1000 count	\$ 0.07
Hot Cup Lids	8/125 count	Solo	\$ 79.78	1000 count	\$ 0.08
Sugar Substitute – Equal	2000 / Indiv Equal	Equal	\$ 24.44	2000 count	\$ 0.01
Cushion Foil Wrappers	4/500 count – 3 way Hambrgr/Cheesebrgr/Hotdog	Bagcraft	\$ 206.10	2000 count	\$ 0.10
Nacho Trays – 2 compartment clear plastic	500/5x6	Berkley	\$ 25.19	4/125 count	\$ 0.05
9” Paper Plate Heavy Weight	4/125 count	Berkley	\$ 46.89	10/100 count	\$ 0.04
Serving Gloves Poly – Embosd Lrg	10/100 count	Compan	\$ 5.55	10/100 count	\$ 0.01
Portion Cups – Plastic 2oz		Dart	\$ 50.26	20/125 count	\$ 0.01
Portion cup lids – 2 oz.		Dart	\$ 44.49	25/100 count	\$ 0.01
RollNap Napkins – White	12x500 napkins - #6000	Tork	\$ 67.37	12/500 count	\$ 0.02
String Cheese - individual	1 oz.	Heritage	\$ 42.93	168/1 oz.	\$ 0.25
Assorted Fruit Cup	36/4 oz.	Orchard	\$ 15.10	24/4 oz.	\$ 0.62

Days Delivery will be:
Wednesday

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

All bid/quote/RFQ respondents are expected to comply with City of Liberty Standard Contract Terms and Conditions. Submission of a response to this proposal constitutes acceptance of these standard terms and conditions.

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City Administrator or his authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The City Administrator will designate his authorized representatives in writing. Both the City of Liberty and the Contractor must approve any changes to the contract in writing.

B. Contract Award

Award of this contract is anticipated no later than 60 days after bid deadline.

C. Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Liberty by the Contractor, its agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. Comprehensive General Liability:

- Minimum Limits - \$2,000,000 per occurrence and \$2,000,000 aggregate

2. Comprehensive Automobile Liability:

- Minimum \$2,000,000 combine single limit for bodily injury and property damage per occurrence

3. Workers' Compensation:

- Missouri Statutory Requirement. Must show proof of workers' compensation coverage for any person performing work for the City.

4. Employers' Liability:

- \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

G. Invoicing and Payment

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the schedule agreed upon during final negotiations, with proper attachments documenting work performed, fees applied, etc.

H. Cancellation

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

I. Contractual Disputes

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

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

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

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

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

N. Permits

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64069.

O. Compliance with Missouri Law Regarding the Employment of Illegal Aliens

The successful Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This will include certification to the City of such



CITY COUNCIL ACTION REPORT

Meeting Date: January 23, 2023

A/R No.: 2023-368

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: RESOLUTION APPROVING AN AMENDMENT TO ON-CALL
ENGINEERING TASK ORDER NO. 7 WITH HDR ENGINEERING, INC. IN AN
AMOUNT NOT TO EXCEED \$110,130.00

Summary:

- Amend the previously approved Task Order #7 with on-call professional engineer, HDR Engineering.
- Amendment adds Environmental Services and Utility Review to Task Order # 7.
- Amendment increases the current cost of Task Order # 7 by \$19,920.00 from \$90,210.00 to \$110,130.00
- Staff recommends approval of a resolution amending 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.

Funding for the project is intended to come from

- The Developer (as established within an approved development agreement)
- Canadian Pacific Railroad (as defined within a letter of support)
- City Capital and Transportation Sales Tax Funds (budgeted)
- Federal Grant Programs

Task Order #7 with HDR Engineering (approved November 14, 2022), in the amount of \$90,210.00, established capital funding workshops to identify grant funding opportunities and to produce preliminary designs sufficient to include in grant funding applications.

This resolution would amend Task Order #7 increasing the agreed upon amount by \$19,920.00 to \$110,130.00 and would add the following additional items to the Scope of Work:

- Environmental Services, which includes field review and technical report updates on protected species, cultural resources, section 4(f) resources, natural resources, hazardous materials, NEPA documentation and includes deliverables such as USFW/MDC protected species file review updates, section 106 updates

and RER submittals.

- Utility Review, which includes the review of existing GIS maps, contact with local utility companies and includes deliverables such as utility locates in the plan view and concept plans for the grade separation.

Staff recommends approval of a resolution amending Task Order #7 with the on-call engineering consultant, HDR Engineering thereby increasing the cost by \$19,920.00 from \$90,210.00 to \$110,130.00.

Previous Action (if applicable):

- City Council approval of Task Order No. 7, November 14, 2022

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Ruled as meeting voter intent at the 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: \$110,130.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Liberty On Call Task Order Task Order No. 7_Supplement_HDR
2. 2023-368 Ammend Task Order #7 HDR Whitehorse RES

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 - Supplement
- b. Description: The City of Liberty desired assistance identifying available grant and loan opportunities to supplement City funding for Capital Improvement Projects. In the original Task Order 7, already approved by the City, HDR would 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. Task Order 7 also included a Birmingham Road Railroad Crossing Concept Study.

This scope work in this supplement is for additional services that the City requested be added to this task order No. 7 after the original scope of work shown above was already approved by the City. This additional scope of work will include Environmental services (Task 4) and utility support (Task 5) to aid with the Birmingham Road Concept study.

2. Services of Engineer

Task 4 – Environmental Services

Sub tasks that will be part of this Scope are:

Task 4a: Field Review and Technical Report Updates

Protected Species: As part of the environmental analysis, HDR will obtain updated reviews from the U.S. Fish and Wildlife Service IPaC and the Missouri Department of Conservation Heritage Database regarding threatened and endangered species.

Cultural Resources: We will provide an updated Section 106 review submittal to the SHPO to confirm there are no items of concern within the project footprint. At this time, architectural and/or archaeological surveys are not anticipated, but can be provided under a supplemental scope of services, if warranted based on the concept study and SHPO request.

Section 4(f) Resources: It is not anticipates that the will impact any Section 4(f) resources (public recreation or historic sites). However, HDR will review and confirm there are no impacts to any Section 4(f) resources. It is assumed that should any resources need to be documented, the impacts would be considered de minimis and programmatic or full 4(f) evaluations are not needed and are not included in this scope of services.

Natural Resources: This scope assumes a delineation of waters of the U.S., including wetlands, was previously completed. As part of the environmental analysis, HDR will ground truth previous fieldwork. If new potential jurisdictional waters are found, HDR will conduct delineations by an experienced environmental scientist in accordance with the USACE 1987 wetland delineation manual and Midwest regional supplemental delineation manual. If needed, HDR will amend the determination/delineation report.

Scope assumes that no Section 404/401 permitting is required. Also that no Section 10 or Section 408 permits from the Corps of Engineers are anticipated, nor provided in this scope.

Hazardous Materials: HDR will perform a limited desktop review of the readily available information.

Task 4b: NEPA Documentation

It is anticipated that the project will be processed as a Programmatic Categorical Exclusion. HDR will coordinate submittals with City Staff. This will include completing the Request for Environmental Review (RER) online submittal through MoDOT's LPA website. The completed Section 106 (historic resources) and protected species information will be included.

If the NEPA clearance level is adjusted by MoDOT, additional scope may be necessary and can be provided.

The hours associated with this task shall not exceed 86 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:

- USFWS/MDC Protected Species file review updates
- Section 106 Update
- RER Submittal

Task 5 – Utility Review

The Birmingham Road Railroad Crossing Concept Study will include a cursory review of impacted utilities. HDR will review existing GIS mapping as well as contact local utility companies, based on one call data, to obtain any existing as-built utility information within the limits of the project. No field exploration or potholing is included with this scope of services.

Task Order

Task Order No. 07 Supplement -
consisting of 6 pages.

The hours associated with this task shall not exceed 20 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:

- Utility locates will be included in the plan view (depths/3D locations are not included with this scope) concept plans for the grade separation.

3. Times for Rendering Services

Anticipated schedule is as follows:

Kickoff meeting for grade separation (Task 3, 4 and 5):	Dec. 15, 2022
Traffic Analysis:	Jan 2023
Environmental Deliverables:	March 2023
Grade Sep Draft results, cost estimate and Draft Report:	Feb 2023
Grade Sep Final Conceptual Report and Estimate:	April 2023

4. Payments to Engineer

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

5. Consultant (s) (including subs):

- All services to be performed by HDR.

6. Other Modifications to Agreement:

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

8. 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).

9. 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 (Nov 30, 2022 10:49 CST)

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 - Supplement
City of Liberty, MO - On Call Engineering Services
12/5/2022

Exhibit E - Scope & Fee

HDR Fee Proposal - City of Liberty, MO Capital Funding Support On-Call (and grade Separation) - Supplement (Environmental and utility support)													
ASSIGNED PERSONNEL (tent)													
	Auron Bresette	Chad Hall		Lynn Machado	Renee Spiers	Jennifer Schwallier		Ian Waters		Johnny Yalde			
CONTRACT CATEGORY TITLE	Sr. Tech. Specialist (Proj. Principal)	Engineer III (Transportation)	Engineer IV (Transportation)	Tech. Specialist (Sr. Economist)	Project Accountant II	Tech. Specialist (Environmental)	Engineer VI (Water)	Env. Scientist I (Environmental Support)	Sr. Tech. Specialist (Sr. Advisor)	CAD/GIS Tech III (Graphics Support)	Engineer VI (Sr. Roadway)	Engineer III (Roadway)	Engineer III (Bridge)
	\$280.00	\$280.00	\$170.00	\$250.00	\$115.00	\$280.00	\$230.00	\$155.00	\$280.00	\$130.00	\$230.00	\$150.00	\$150.00
CONTRACT RATES		2				20		64					86
Task 4 - Environmental Services	\$0.00	\$560.00	\$0.00	\$0.00	\$0.00	\$5,600.00	\$0.00	\$9,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,080
Task 5 - Utility Support	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	20
													\$3,840
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
													\$0
SUBTOTAL	\$0.00	\$1,680.00	\$0.00	\$0.00	\$0.00	\$5,600.00	\$0.00	\$9,920.00	\$0.00	\$0.00	\$0.00	\$0.00	106
													\$19,920.00
PROJECT TOTAL													\$19,920.00

Fee Schedule:			Hours:
HDR	\$19,920		106
ODC	\$350		
PROJ. TOTAL	\$20,270		

RESOLUTION NO. _____

A RESOLUTION AMMENDING TASK ORDER #7 WITH HDR ENGINEERING, INC.

WHEREAS, an agreement for On-Call Professional Engineering Services with HDR Engineering Inc. was approved by Ordinance 10872 on 2/12/18; and

WHEREAS, Task Orders have been established as the mechanism to supplement the On-Call Professional Engineering Services Agreement;

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby amend Task Order #7 with HDR Engineering Inc. from NINETY THOUSAND TWO HUNDRED TEN DOLLARS AND 00/100 (\$90,210.00) by NINETEEN THOUSAND NINE HUNDRED TWENTY DOLLARS AND 00/100 (\$19,920.00) to an amount not to exceed ONE HUNDRED TEN THOUSAND ONE HUNDRED THIRTY DOLLARS AND 00/100 (\$110,130.00) for the inclusion of Environmental Services and Utility Review within Task Order #7;

PASSED by the City Council of Liberty, Clay County, Missouri, this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK