



Agenda

City Council Regular Session

Monday, March 13, 2023 - 7:00 PM
Council Chambers

I. Utility Rate Public Hearing

II. Call to Order

III. Invocation and Pledge of Allegiance

A. COUNCIL MEMBER MICHAEL HAGAN

IV. Roll Call

V. Approve Minutes and Summaries

VI. Citizens' Participation

VII. Meeting Schedule

VIII. Consent Agenda

- A. RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR IMPROVEMENTS AT 20 E. FRANKLIN STREET, LIBERTY SQUARE HISTORIC DISTRICT
- B. RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR IMPROVEMENTS AT 20 N. MAIN STREET, LIBERTY SQUARE HISTORIC DISTRICT
- C. PURCHASE OF 2023 FORD TRUCKS FROM CHUCK ANDERSON FORD IN AN AMOUNT NOT TO EXCEED \$201,414.36
- D. BOARDS AND COMMISSIONS APPOINTMENTS/REAPPOINTMENTS
 - 1. Appoint AGM/Sales Manager of Home2Suites by Hilton, Bella Smith, as the Hotel/Motel Industry Representative to the Tourism Committee for a term expiring on 5/1/2026
 - 2. Appoint Greg Duncan to the Liberty Arts Commission for a term expiring on 5/15/2025
 - 3. Reappoint Vern Windsor to the Clay County Extension Council as a Representative for a term expiring 2/28/2024
 - 4. Reappoint Wes Blanton to the Economic Development Tax Board for a term expiring on 4/1/2025
 - 5. Reappoint Gene Gentrup to the Economic Development Tax Board for a term expiring on 4/1/2025

6. Reappoint Harold Phillips, Council Liaison to the Parks and Recreation Foundation for a term expiring on 1/1/2026

7. Reappoint Ann Waterman to the Planning and Zoning Commission for a term expiring on 1/1/2026

8. Reappoint Amy Howard to the Planning and Zoning Commission for a term expiring on 1/1/2026

9. Reappoint Tom Reiner to the Planning and Zoning Commission for a term expiring on 1/1/2026

- E. MOTION TO APPROVE THE PURCHASE OF A BRIDGE STRUCTURE WITH WHEELER LUMBER, LLC., TO PROVIDE A PEDESTRIAN BRIDGE ALONG THE OLD WITHERS PEDESTRIAN TRAIL IN AN AMOUNT NOT TO EXCEED \$61,650.00

IX. Public Hearings

- A. ORDINANCE ADOPTING AND APPROVING THE AMENDED DEVELOPMENT PLAN FOR THE DOWNTOWN AREA REDEVELOPMENT PROJECT (INCLUDING THIRTY-SECOND AMENDMENT FOR THE 20 N MAIN PROJECT) SUBMITTED BY THE LIBERTY MUNICIPAL REDEVELOPMENT CORPORATION, REAFFIRMING THE FINDING THAT THE PROPERTY WITHIN SAID AMENDED DEVELOPMENT PLAN IS A BLIGHTED AREA IN NEED OF DEVELOPMENT AND REDEVELOPMENT AS DETERMINED IN ORDINANCE NO. 9794 AND ORDINANCE NO. 10820, AUTHORIZING CERTAIN TAX ABATEMENT WITHIN THE REDEVELOPMENT AREA DESCRIBED WITHIN THE AMENDED DEVELOPMENT PLAN; AUTHORIZING EXECUTION OF A 353 DEVELOPMENT AGREEMENT FOR IMPLEMENTATION OF THE 20 N MAIN REDEVELOPMENT PROJECT; AND PROVIDING FOR EXPIRATION OF DEVELOPMENT RIGHTS
- B. ORDINANCE ADOPTING AND APPROVING THE AMENDED DEVELOPMENT PLAN FOR THE DOWNTOWN AREA REDEVELOPMENT PROJECT (INCLUDING THIRTY-THIRD AMENDMENT FOR THE 20 E FRANKLIN PROJECT) SUBMITTED BY THE LIBERTY MUNICIPAL REDEVELOPMENT CORPORATION, REAFFIRMING THE FINDING THAT THE PROPERTY WITHIN SAID AMENDED DEVELOPMENT PLAN IS A BLIGHTED AREA IN NEED OF DEVELOPMENT AND REDEVELOPMENT AS DETERMINED IN ORDINANCE NO. 9794 AND ORDINANCE NO. 10820, AUTHORIZING CERTAIN TAX ABATEMENT WITHIN THE REDEVELOPMENT AREA DESCRIBED WITHIN THE AMENDED DEVELOPMENT PLAN; AUTHORIZING EXECUTION OF A 353 DEVELOPMENT AGREEMENT FOR IMPLEMENTATION OF THE 20 E FRANKLIN REDEVELOPMENT PROJECT; AND PROVIDING FOR EXPIRATION OF DEVELOPMENT RIGHTS

X. Ordinances, Contracts and Resolutions

- A. ACKNOWLEDGEMENT OF VENDOR PAYMENTS FOR THE PERIOD OF FEBRUARY 17, 2023 TO MARCH 3, 2023
- B. ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING 17.3+/- ACRES AT THE NE CORNER OF SOUTH LIBERTY PARKWAY AND FLINTLOCK TO PD "PLANNED DEVELOPEMNT" DISTRICT FOR LIBERTY PARKWAY APARTMENTS (P&Z CASE 22-59R&PDP) **(SECOND READING)**
- C. RESOLUTION APPROVING A PRELIMINARY PLAT FOR LIBERTY PARKWAY APARTMENTS, 2 LOTS ON 17.3 ACRES AT THE NE CORNER OF SOUTH LIBERTY PARKWAY AND FLINTLOCK., A SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 22-60PP) **(POSTPONED FROM FEBRUARY 27TH)**
- D. ORDINANCE AMENDING ORDINANCE NO. 11489, 'PROVIDING FOR THE ANNEXATION OF UNINCORPORATED TERRITORY DESCRIBED AS THE TIERNEY ANNEXATION AREA AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF LIBERTY, ALL PURSUANT TO SECTION 71.012 OF THE REVISED STATUTES OF MISSOURI' BY INCORPORATING THE LEGAL DESCRIPTION
- E. ORDINANCE APPROVING A CONTRACT WITH GUILD COMPANIES, LLC FOR PROFESSIONAL SERVICES RELATING TO THE LOGO DEVELOPMENT AND BRANDING OF LIBERTY ARTS COMMISSION FOR AN AMOUNT NOT TO EXCEED \$8,000.00
- F. ANIMAL CONTROL SERVICES
 - 1. AN ORDINANCE AMENDING CHAPTER 4, "ANIMALS" OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI
 - 2. AN ORDINANCE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI, UPDATING AND ADDING FEES FOR THE ANIMAL SHELTER TO THE CITY'S SCHEDULE OF FEES
- G. ORDINANCE AMENDING CHAPTER 18, "LICENSES", ADDING ARTICLE II, "MOBILE FOOD VENDING" AND AMENDING CHAPTER 15, 'FOOD ESTABLISHMENTS', SEC. 15-2. 'STORING, EXHIBITING, SELLING, ETC., FOOD FROM TRUCKS, ETC., PROHIBITED; EXCEPTION', OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI
- H. ADOPTION OF 2023 UTILITY RATES
 - 1. ORDINANCE AMENDING SECTION 29-25 (a) "WATER RATES" OF THE CODE OF THE CITY OF LIBERTY, MISSOURI
 - 2. ORDINANCE AMENDING SECTION 29-49.1 "SANITARY SEWER RATES" OF THE CODE OF THE CITY OF LIBERTY, MISSOURI
 - 3. RESOLUTION ADOPTING SOLID WASTE (SANITATION) SERVICE

CHARGES

I. 2022 ENCUMBRANCES

1. ORDINANCE AMENDING ORDINANCE NO. – 11690 ADOPTION OF THE 2023 BUDGET FOR THE CITY OF LIBERTY, MISSOURI
2. ORDINANCE AMENDING ORDINANCE NO. – 11691 ADOPTING THE ANNUAL PARK AND PARKS SALES TAX BUDGETS FOR THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI FOR THE FISCAL YEAR 2023

J. RESOLUTION ACCEPTING THE “IMAGINE LIBERTY 2032” PARKS AND RECREATION MASTER PLAN

K. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH FRY AND ASSOCIATES, INC. FOR THE PURCHASE AND INSTALLATION OF A NEW PLAYGROUND SAFETY SURFACE AT BENNETT PARK PLAYGROUND IN AN AMOUNT NOT TO EXCEED \$44,126.50

L. ORDINANCE APPROVING AN AGREEMENT WITH LUEBBERT ENGINEERING FOR PROFESSIONAL STORM WATER CONSULTATION SERVICES IN THE AMOUNT NOT TO EXCEED \$9,950.00

M. ORDINANCE ACCEPTING A PUBLIC SANITARY SEWER MAIN EASEMENT FOR A SANITARY SEWER MAIN EXTENSION

N. ORDINANCE APPROVING A CONTRACT WITH CAPITAL ELECTRIC LINE BUILDERS, INC. FOR CITY OF LIBERTY PROJECT 21-001 WITHERS RD. AND HOLT DR. TRAFFIC SIGNAL IMPROVEMENT PHASE I IN AN AMOUNT NOT TO EXCEED \$457,334.00

XI. Other Business

A. FAIRVIEW CEMETERY/BLOCK 174

XII. Miscellaneous Matters from City Administrator

XIII. Miscellaneous Matters from Mayor and City Council

XIV. 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: March 13, 2023

A/R No.: 2023-417

Department: Planning & Development

Submitted By: Jeanine Thill, Community
Development Manager

Subject: RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR
EXTERIOR IMPROVEMENTS AT 20 E. FRANKLIN STREET, LIBERTY SQUARE
HISTORIC DISTRICT

Summary:

An application for a COA for exterior improvements made as a result of financial incentives provided by the City must be reviewed by the Historic District Review Commission (HDRC) and forwarded to the City Council with a recommendation.

Background:

The owner is planning to take advantage of the City's Chapter 353 tax abatement program for exterior improvements at 20 E. Franklin, Liberty Square Historic District.

Previous Action (if applicable):

An application for a Certificate of Appropriateness (COA) was approved by the Historic District Review Commission (HDRC) at their regular meeting on February 7, 2023. HDRC is recommending approval of a COA.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: LMRC	Completed/Recommended: 2.27.23

Financial Considerations:

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

Attachments:

1. HDRC 23-001LS_RESOLUTION 20 E Franklin
2. 23-001LS 20 E Franklin Staff Report & Exhibits
3. Excerpt Feb 7 2023 HDRC Case 23-001LS 20 E Franklin

RESOLUTION NO. _____

RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR
IMPROVEMENTS AT 20 E. FRANKLIN STREET,
LIBERTY SQUARE HISTORIC DISTRICT

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

WHEREAS, a decision of the Historic District Review Commission to approve a certificate of appropriateness for exterior improvements at 20 E. Franklin Street, Liberty Square Historic District, has been duly and properly presented to the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a certificate of appropriateness for exterior improvements at 20 E. Franklin Street, Liberty Square Historic District, is hereby granted, according to the design specifications in the application for a certificate of appropriateness on file in the Department of Planning and Development and available for review as required by law.

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



Historic District Review Commission

HDRC Case No. 23-001LS

Staff: Jeanine Thill, Community Development Mgr.

HDRC Meeting Date: February 7, 2023

GENERAL INFORMATION

Application: Certificate of Appropriateness for exterior alterations at 20 E. Franklin, A 353 Project.

Applicant: Greg Canuteson

Location: 20 East Franklin

District: Liberty Square Historic District

NRHP Status/ category: Contributing, Liberty Square Historic District

File Date: January 27, 2023

SPECIFIC INFORMATION

SITE HISTORY:

This commercial building was built in 1889 for about \$5,000 as the Odd Fellows Lodge. The commercial space on the first floor was leased as a grocery store, a furniture store, and a clothing store. It now serves as law offices. The façade has been dramatically altered, with the recessed main entry on the right side, and a three-unit picture window on the left. A floor was added in the back half of the buildings resulting in the split windows on the east elevation.

PROPOSED SCOPE OF WORK:

East Elevation:

- Like in kind repairs to the stucco.
- Replacement of the lower (non-original) six windows with six Andersen A-Series Double Hung Windows. 54X58 to match existing.

South Elevation/ Front Façade:

- Like in kind replacement of the front deteriorated wood band
- Like in kind replacement of the planter box.
- Replacement of the three (non-original) windows with Andersen A-Series double-hung windows. 34X70 +/- each. (see exhibit D)
- Replace the front door with a Masonite fiberglass two panel half lite door (see exhibit E) and wood trim around the entry door, remove the colonial trim and install appropriate casing.
- Like in kind replacement of the base wood trim.
- Repair the trim band above the three storefront windows
- Replace existing lantern and install a second lantern on right side of door (see exhibit F)
- Add new fabric wedge awning

Materials:

- Trim Molding: All cedar or PVC Composite type
- Siding: Existing Stucco: Paint and repair as needed
- Windows: Double Hung Aluminum Clad Andersen A-Series
- Door: Fiberglass Half Lite Door
- Planter Box: Wood and or PVC

ANALYSIS

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

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

DG: Sec. 30-72. District HP, design principles.	Staff Analysis
7. <u>Doors and windows</u>: Original doors and windows shall not be replaced unless there is substantial evidence that they are no longer serviceable or cannot be restored. Restoration of original entryways that may have been covered, altered, or removed over time is encouraged. Replacement doors and windows that imitate an earlier inappropriate style are discouraged. In general, existing openings shall not be covered or relocated. If additional entryways or service doors become necessary, they shall be located and designed in a sensitive manner. If it is necessary to expand original openings, it shall be accomplished in a manner that respects and complements the surrounding building elements, materials, and colors. 5. <u>Exterior Walls UDO Design Principle</u>: A structure’s original walls, including masonry, siding, sheathing materials, and exposed foundations, shall be maintained and preserved. Walls, siding, and sheathing materials that may not be original but have acquired significance by virtue of age or craftsmanship shall also be maintained and preserved. These walls, siding and sheathing materials shall not be altered, covered or disguised by new building materials unless it is no longer feasible to maintain the significant materials. Masonry shall not be painted or stuccoed unless it is no longer feasible to maintain the significant materials. Restoration of original walls, siding, and sheathing materials is encouraged. Removal of false facades that cover or disguise original walls and materials is encouraged.	The existing windows are not original to the building and replacement is appropriate. The new door replaces a non-historic door. The style of the door complements the building, and is appropriate. Like in kind repairs to the existing stucco is appropriate.

STAFF RECOMMENDATION

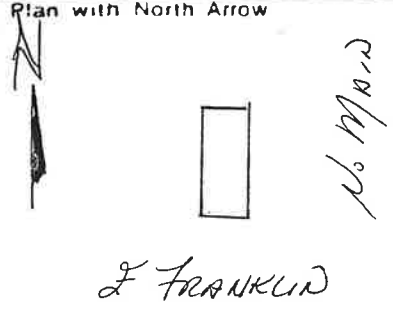
The application meets the standards for review and guidelines therefore staff recommends approval of HDRC case #23-001LS.

ATTACHMENTS

1. Exhibit A: Vicinity Map
2. Exhibit B: Inventory Data Sheet
3. Exhibit C: Drawing with historic photo and existing conditions
4. Exhibit D: Windows Andersen A-Series Double Hung
5. Exhibit E: Proposed Entry Door
6. Exhibit F: Proposed Lanterns



HISTORIC INVENTORY

1. No. 4-G		4. Present Name(s) 20 East Franklin	
2. County Clay		5. Other Name(s) IOOF, Liberty Lodge # 49; Zuerkel & Allen Grocery; 120 East Franklin; 17 East Franklin	
3. Location of Negatives Liberty Community Development			
6. Specific Location 20 East Franklin		16. Thematic Category	
		17. Date(s) or Period 1889	
7. City or Town If Rural, Township & Vicinity Liberty, Missouri		18. Style or Design	
8. Site Plan with North Arrow 		19. Architect or Engineer	
		20. Contractor or Builder Matt Howell	
		21. Original Use, if apparent IOOF Lodge; commercial	
		22. Present Use commercial	
9. Negative No. 2-8		23. Ownership Public: ☐ Private: ☒	
		24. Owner's Name & Address, if known	
10. Site Building ☒ Structure Object ☐		25. Open to Public? Yes ☒ No ☐	
		26. Local Contact Person or Organization Liberty Mo, Community Devel.	
11. National Register? Yes ☐ No ☒		12. Is It Eligible? Yes ☒ No ☐	
13. Part of Estab. Hist. Dist.? Yes ☐ No ☒		14. District Potent'l? Yes ☒ No ☐	
15. Name of Established District		27. Other Surveys in Which Included	
		28. No. of Stories 2	
		29. Basement? Yes ☒ No ☐	
		30. Foundation Material	
		31. Wall Construction masonry	
		32. Roof Type & Material flat; tar & gravel	
		33. No. of Bays Front Side	
		34. Wall Treatment brick	
		35. Plan Shape rectangular	
		36. Changes (Explain in #42) Addition: ☐ Altered: ☒ Moved: ☐	
		37. Condition Interior: ☐ Exterior: ☒ good	
		38. Preservation Underway? Yes ☐ No ☒	
		39. Endangered? By What? Yes ☐ No ☒	
		40. Visible from Public Road? Yes ☒ No ☐	
		41. Distance from and Frontage on Road 25 ft on E. Franklin	

42. Further Description of Important Features This corner building faces south onto the square and has been significantly altered. The entrance features a pedimented doorway. A picture window which contains a tripartite arrangement of multipaned windows fenestrates the first floor. A projecting stringcourse separates the first from second story. The second story contains a group of windows which consists of two extremely narrow ones, flanked by windows which are approximately double their width. The windows have decorative brick lintels.

43. History and Significance Liberty's Odd Fellows Lodge was chartered in March of 1851 and the first meeting was held on April 16, 1851. An Odd Fellows Building was previously located on this site and was demolished for this building. The building was dedicated in September, 1889 and was erected at a cost of approximately \$5,000. The lodge rooms were on the second floor, with the first floor (cont)

44. Description of Environment and Outbuildings The Court House is south of this building. To the west, east and north are other commercial buildings.

46. Prepared by Liberty Tribune, Jan. 25, 1889; April 19, 1889; May 3, 1889 Liberty Tribune, June 21, 1889, July 12, 1889; July 26, 1889; Sept. 6, 1889; Oct. 11, 1889. Liberty Tribune, Feb. 10, 1955, p. 1		47. Organization Liberty, Comm. Dev.	
48. Date 4/5/85		49. Revision Date(s)	

Continuation

HISTORIC INVENTORY

ADDRESS: 20 East Franklin

43. (con't) leased for commercial purposes. The original tenant of the first floor store room was the Zuerkel and Allen Grocery. A few months after this building opened, Edward and W.J. Miller purchased the grocery stock of Zuerkel and Allen. Between 1906 and 1911 this was a furniture store, operated by Z.T. Hodge. Between 1922 and the 1950's, this was a clothing shop known as Myall & Myall.





1 Original S/W photo

Scale	RE:
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2 2023 S/W Photo

Scale	RE:
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3 Exist. S/W Photo

Scale	RE:
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HDRC LIST OF MATERIALS:	
TRIM MOLDING	ALL CEDAR OR PVC COMPOSITE TYPE.
SIDING	EXISTING STUCCO (PATCH AND REPAIR AS REQUIRED)
WINDOWS	DOUBLE HUNG ALUMINUM GLAD ANDERSON A SERIES. SOUTH (DOUBLE HUNG) EAST (CASEMENT)
DOORS	NEW FIBERGLASS HALF LITE DOOR.

PROJECT DESCRIPTION:	
This project will consist of the repairs and renovations to the above mentioned address as follows.	
SOUTH ELEVATION	
1. Replace the front deteriorated wood band completely.	
2. Replace the deteriorated wood plant box completely.	
3. Replace the wood trim around the entry door, remove the colonial trim and install appropriate casing.	
4. Replace the lower 3 front (non original) windows.	
5. Replace the base wood trim.	
6. Repair the trim band above the 3 windows.	
7. Replace existing lantern and install second lantern on existing power (right side of door)	
8. Add new fabric awning.	
9. Paint.	
EAST ELEVATION	
1. Replace the (6) (non original) lower windows.	



6 North Elevation

Scale	RE:
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4 Ex. East Side

Scale	RE:
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5 New East Side

Scale	RE:
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7 South Elevation

Scale	RE:
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- Available in a wide range of exterior colors, trim choices, natural wood species, painted interiors and rich factory-finished stain options.
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Feedback

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A-SERIES DOUBLE-HUNG WINDOW

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TRADITIONAL ARCHITECTURAL STYLE

Our best-performing double-hung window

A-Series double-hung windows have two operating sash that move up and down allowing for ventilation on the top, bottom or both. The sash tilt in for easy cleaning from the inside of your home. Made of wood protected by fiberglass and Fibrex® composite material, it's our best-performing double-hung window.

★★★★ 3.7 (6) | \$\$\$\$

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PRODUCT VIEW

MOST POPULAR INTERIOR OPTIONS

- Maple
- Pine
- Sandtone



Interior

Exterior

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Pros](#)[Request a Quote](#)[All Windows & Doors](#) ▶ [Windows](#) ▶ [Double-Hung & Single-Hung](#) ▶ [A Series Double-Hung Window](#)

A-SERIES DOUBLE-HUNG WINDOW

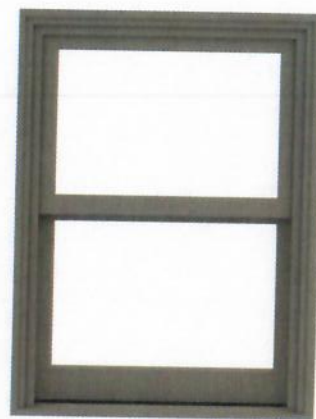
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TRADITIONAL ARCHITECTURAL STYLE

Our best-performing double-hung window

A-Series double-hung windows have two operating sash that move up and down allowing for ventilation on the top, bottom or both. The sash tilt in for easy cleaning from the inside of your home. Made of wood protected by fiberglass and Fibrex® composite material, it's our best-performing double-hung window.

★★★★ 3.7 (6) | \$\$\$\$

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PRODUCT VIEW

MOST POPULAR EXTERIOR OPTIONS



Black

Dark
Bronze

Sandtone



Terratone

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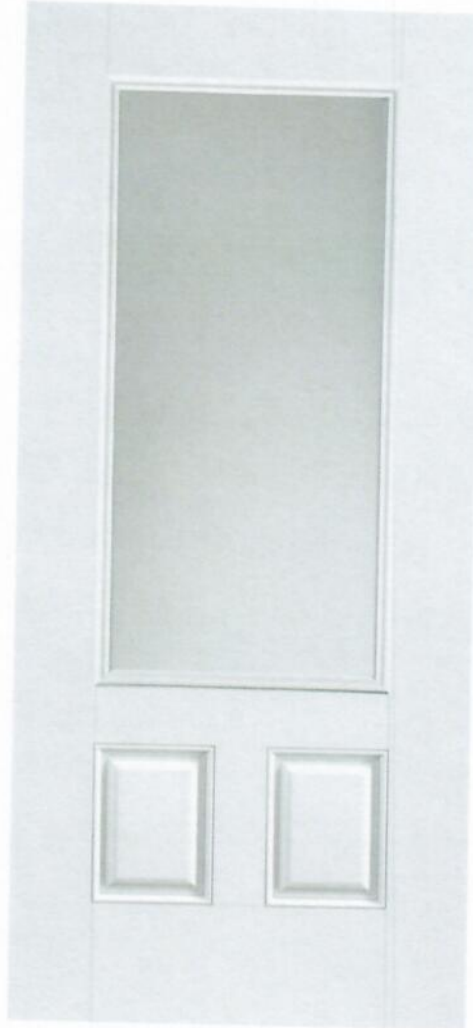
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PREVIEW NOT
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Exhibit E

Exterior Doors

Belleville

Belleville 2 Panel Lite Exterior Doors | Fiberglass Front Doors |
Masonite

Glass Options

Types



Decorative



Textured/Privacy



Clear

Designs



Alston



Chelsea



Cruz



Cuzco



Element
Platinum



Element
Antique
Black



f

Finish

Available in the following



Oak -
Fiberglass



Smooth



Bienville

The Bienville family of fixtures combines the traditional look of New England with the tall narrow construction of contemporary city residences. Its length and narrow width works well with land conscious designs of dwellings revitalizing cityscapes throughout the country.



SKU#	Height	Width	Extension	Description
BV-20G	21"	8.75"	10.50"	Single burner natural gas
BV-20E	21"	8.75"	10.50"	Two light candelabra cluster
BV-25G	25"	10.25"	12.25"	Single burner natural gas
BV-25E	25"	10.25"	12.25"	Two light candelabra cluster
BV-30G	30"	12.00"	13.75"	Single burner natural gas
BV-30E	30"	12.00"	13.75"	Two light candelabra cluster

BIENVILLE DRAWINGS



(img/Drawings)

Front

/bv-20.pdf)

BIENVILLE BV-20



(img/Drawings)

Front

/bv-25.pdf)

BIENVILLE BV-25



(img/Drawings)

Front

/bv-30.pdf)

BIENVILLE BV-30

BIENVILLE ACCESSORIES



(img/Bienville

/Bienville/Bienville

b/Bienville-Half-YokeB.jpg)

HALF YOKE



(img/Bienville

/Bienville/Bienville

b/Bienville-Tear-Drop-YokeB.jpg)

TEAR YOKE



(img/Bienville

/Bienville/Bienville

b/Bienville-GooseneckB.jpg)

GOOSENECK



(img/Bienville/Bienville

/Bienville b/Bienville-Chain-Mount-ElectricB.jpg)

CHAIN HUNG



(img/Bienville/Bienville

/Bienville b/Bienville-Top-and-Bottom-ScrollB.jpg)

TOP / BOTTOM SCROLL



(img/Bienville

/Bienville/Bienville b/Bienville-Top-ScrollB.jpg)

TOP SCROLL



(img/Bienville

/Bienville/Bienville b/Bienville-Solid-PanelsB.jpg)

SOLID PANEL



(img/Bienville

/Bienville/Bienville b/Bienville-English-TopB.jpg)

ENGLISH TOP



(img/Bienville/Bienville

/Bienville b/Bienville-English-TopBottomB.jpg)

ENGLISH TOP/BOTTOM



(img/Bienville

/Bienville/Bienville b/Bienville-Wind-GuardB.jpg)

WIND GUARD



(img/Bienville

/Bienville/Bienville b/Bienville-PostMountB.jpg)

POST MOUNT



(img/Bienville

/Bienville/Bienville a/Bienville-CTPM-A.jpg)

COLUMN TOP



CROSSBARS

The Bienville family of fixtures combines a straight-line look with contemporary styling.. This copper lantern features a distinctive look with tempered glass. The Bienville uses two 60 watt candelabra bulbs, not included and is ETL Certified. The gas Bienville has a single burner that can be converted for Propane use.

Excerpt
LIBERTY HISTORIC DISTRICT REVIEW COMMISSION
Meeting Summary
February 7, 2023

HDRC Case# 23-001LS Consideration of a COA for exterior improvements at 20 E. Franklin, Liberty Square Historic District, a 353 Project

- Commissioner Drottz recused himself, as he is working on this project with the applicant.
- Vice Chairman Carr asked if the sashes will be one over one or six over six. Mr. Drottz said they will be one over one.
- Mr. Drottz commented that the new awning will raise the scale a bit and may help it resemble the older look.
- There was discussion if the historic photo provided by the applicant was the correct photo.
- Mr. Drottz said there was a fire that altered that side of the square in the 1920's or 30's.
- Vice Chairman Carr said he really likes the proposed door and the light fixtures.
- Vice Chairman Carr asked Mr. Drottz for more explanation of what the appropriate trim will be.
- Mr. Drottz said that currently the building has inappropriate fluted colonial trim and they will replace it with a more basic trim.
- Vice Chairman Carr commented that the proposed windows have been approved before by the Commission.
- Commissioner Gray asked if they are removing the pediment above the door.
- Mr. Drottz confirmed that they are, and that there is brick behind it.
- Commissioner Gray asked if they are doing anything to the east elevation.
- Mr. Drottz said they are replacing the lower six windows on the east elevation with Andersen A-Series one over one windows. There were two floors added to the building many year ago, prohibiting larger windows to fill in the original openings.
- Commissioner Gray suggested a natural paint color, perhaps a terra cotta color, to blend with the brick.

A motion was made by Commissioner Armstrong to approve the application as presented, because it meets the Design Guidelines and provides a much needed and restoration to the structure. The motion was seconded by Vice Chairman Carr. The motion passed 6-0-1.



**CITY COUNCIL
ACTION REPORT**
Meeting Date: March 13, 2023
A/R No.: 2023-418

Department: Planning & Development

Submitted By: Jeanine Thill, Community Development Manager

Subject: RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR IMPROVEMENTS AT 20 N. MAIN STREET, LIBERTY SQUARE HISTORIC DISTRICT

Summary:

Application for a Certificate of Appropriateness (COA) for exterior improvement made as a result of financial incentives provided by the City must be reviewed by the Historic District Review Commission (HDRC) and forwarded to the City Council with a recommendation.

Background:

The owner is planning to take advantage of the City's Chapter 353 tax abatement program for exterior improvements at 20 N. Main Street, Liberty Square Historic District.

Previous Action (if applicable):

An application for a COA for exterior improvements at 20 N. Main was approved by HDRC at their regular meeting on February 7, 2023. HDRC is recommending approval.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: LMRC	Completed/Recommended: 2.27.23

Financial Considerations:

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

Attachments:

1. HDRC 23-002LS_RESOLUTION 20 N Main
2. 22-002LS 20 N Main staff report & exhibits 353
3. Excerpt Feb 7 2023 HDRC Case 23-002LS 20 N Main 353

RESOLUTION NO. _____

RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR
IMPROVEMENTS AT 20 N. MAIN STREET, LIBERTY SQUARE HISTORIC DISTRICT

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

WHEREAS, a decision of the Historic District Review Commission to approve a certificate of appropriateness for exterior improvements at 20 N. Main Street, Liberty Square Historic District, has been duly and properly presented to the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a certificate of appropriateness for exterior improvements at 20 N. Main Street, Liberty Square Historic District, is hereby granted, according to the design specifications in the application for a certificate of appropriateness on file in the Department of Planning and Development and available for review as required by law.

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



Historic District Review Commission

HDRC Case No. 23-002LS

Staff: Jeanine Thill, Community Development Mgr.

HDRC Meeting Date: February 7, 2023

GENERAL INFORMATION

Application: Certificate of Appropriateness for like in kind repairs at 20 N. Main, A 353 Project.

Applicant: Dale Mace, Mace Shoe Repair, LLC

Location: 20 N. Main

District: Liberty Square Historic District

NRHP Status/ category: Contributing, Liberty Square Historic District

File Date: January 27, 2023

SPECIFIC INFORMATION

SITE HISTORY:

The first story contains a central storefront entrance flanked by storefront glass panes. The second story is covered with stucco, contains three windows of narrow proportions, two of which are double leafed. The parapet terminates in a round arch pattern created by the projecting bricks. From 1900-1911 this building served as the offices for the Liberty Tribune which was founded in 1849. By 1911 the E.B. Maltby grocery was occupying the building.

PROPOSED SCOPE OF WORK:

- Like in kind repairs to wood windows
- Like in kind repairs or replacement of stucco
- Paint stucco, doors and windows
- Like in kind repairs or replacement of entry step

Materials:

- Siding: Existing Stucco, paint and repair as needed
- Step: Concrete

ANALYSIS

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

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

DG: Sec. 30-72. District HP, design principles.

7. Doors and windows: Original doors and windows shall not be replaced unless there is substantial evidence that they are no longer serviceable or cannot be restored. Restoration of original entryways that may have been covered, altered, or removed over time is encouraged. Replacement doors and windows that imitate an earlier inappropriate style are discouraged. In general, existing openings shall not be covered or relocated. If additional entryways or service doors become necessary, they shall be located and designed in a sensitive manner. If it is necessary to expand original openings, it shall be accomplished in a manner that respects and complements the surrounding building elements, materials, and colors.

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

Staff Analysis

Like in kind repairs to the door and the windows are appropriate.

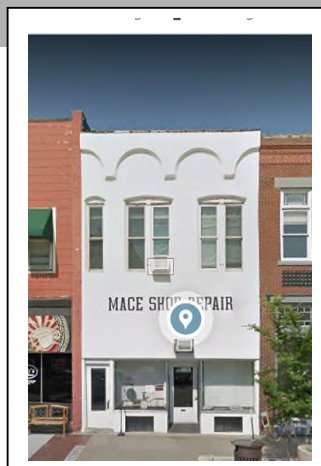
Like in kind repairs to the existing stucco is appropriate.

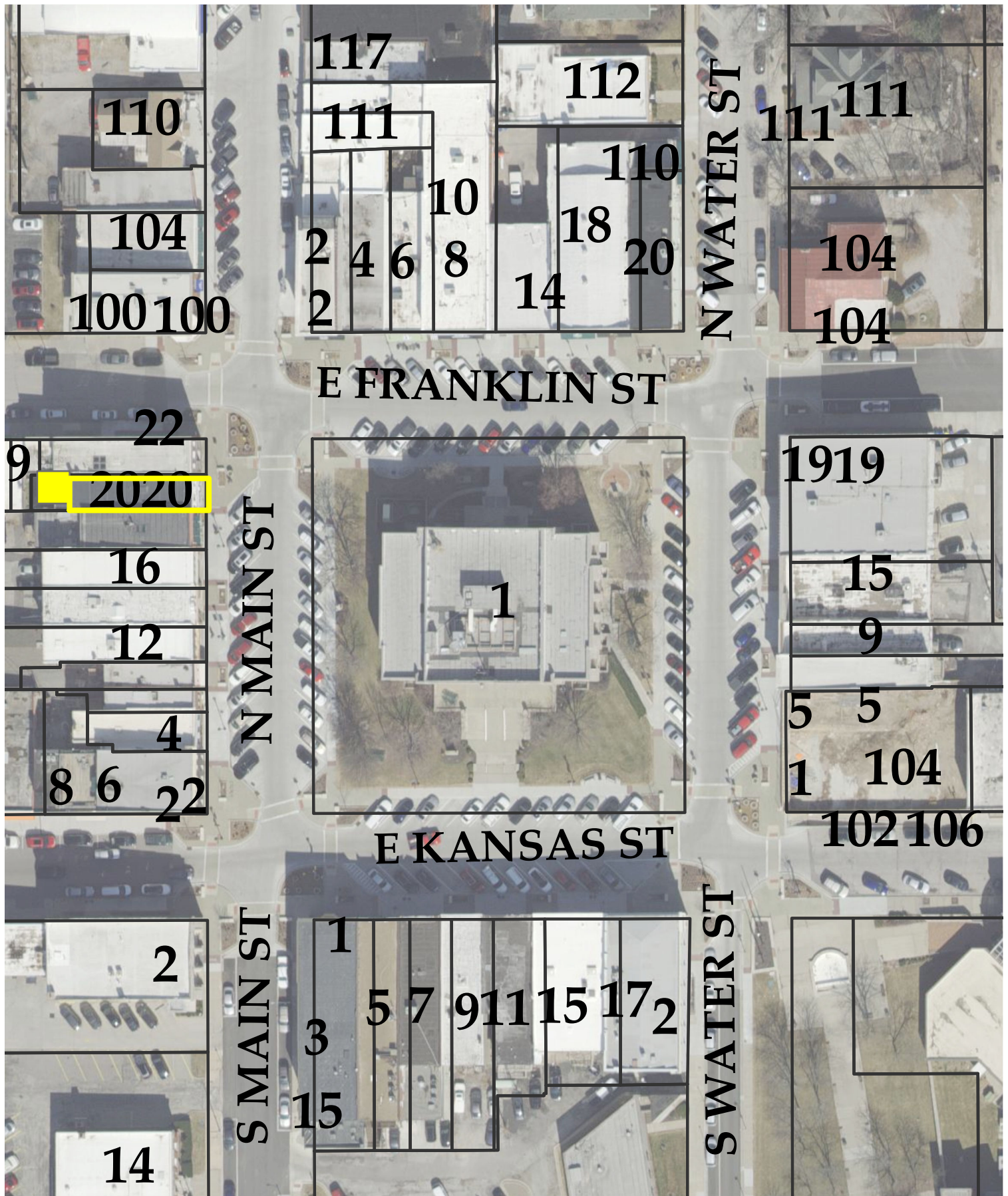
STAFF RECOMMENDATION

The application meets the standards for review and guidelines therefore staff recommends approval of HDRC case #23-002LS.

ATTACHMENTS

1. Exhibit A: Vicinity Map
2. Exhibit B: Inventory Data Sheet
3. Exhibit C: Estimate



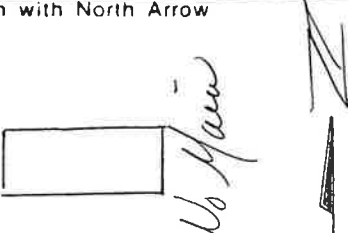


HDRC Case #23-002LS
20 N. Main



EXHIBIT A:
VICINITY MAP

HISTORIC INVENTORY

1. No 6-E		4. Present Name(s) Mace Shoe Repair	
2. County Clay		5. Other Name(s)	
Location of Negatives Liberty Community Development		124 North Main Street	
6. Specific Location 20 No. Main		16. Thematic Category	28. No. of Stories 2
7. City or Town If Rural, Township & Vicinity Liberty, Missouri		17. Date(s) or Period c. 1888	29. Basement? Yes ☐ No ☐
8. Site Plan with North Arrow 		18. Style or Design	30. Foundation Material
9. Negative Number 7-6		19. Architect or Engineer	31. Wall Construction Masonry
10. Site Building Structure Building ☒ Object ☐		20. Contractor or Builder	32. Roof Type & Material flat; tar&gravel
11. On National Register? Yes ☐ No ☒		21. Original Use, if apparent commercial	33. No. of Bays Front 3 Side
12. Is It Eligible? Yes ☒ No ☐		22. Present Use Commercial	34. Wall Treatment stucco; brick
13. Part of Estab. Yes ☐ No ☒ Hist. Dist.?		23. Ownership Public ☐ Private ☒	35. Plan Shape rectangular
14. District Potent'l? Yes ☒ No ☐		24. Owner's Name & Address, if known	36. Changes (Explain in #42) Addition ☐ Altered ☒ Moved ☐
15. Name of Established District		25. Open to Public? Yes ☒ No ☐	37. Condition Interior Exterior Good
16. Further Description of Important Features The buildings faces east onto N. Water and is currently undergoing rehabilitation. The first story contains a central storefront entrance flanked by storefront panes. The second story which was once totally covered with stucco, contains three windows of narrow proportions two of which are double leafed. The parapet terminates in a round arch pattern created by the projecting bricks.		26. Local Contact Person or Organization Liberty Mo, Community Devel.	38. Preservation Underway? Yes ☐ No ☐
17. History and Significance For a period of time (1900-11) this building served as the offices for the Liberty Tribune which had been founded in 1849. By 1911 the E.B. Maltby grocery was occupying the building.		27. Other Surveys in Which Included	39. Endangered? By What? Yes ☐ No ☒
18. Description of Environment and Outbuildings The Court House is to the east of this building. To the north and south are commercial buildings. A commercial building is also to the west.		40. Visible from Public Road? Yes ☒ No ☐	
19. Sources of Information Clay County Centennial Souvenir, 1922, p.37 Heritage of Liberty, 1976, p.66		41. Distance from and Frontage on Road, approx 28' on N. Main	
20. Prepared by PILAND/UGUCCIONI		42. Organization Liberty, Comm. Dev.	
21. Date 4/85		43. Revision Date(s) Exhibit B	

CLAY

Photo

Continuation

HISTORIC INVENTORY

ADDRESS:

20 North Main
Liberty, MO



Long Contracting co Craig Long
573-310-3442
longcontracting@yahoo.com

ESTIMATE

Mace shoe repair, LLC
20 N Main
Liberty, MO. 64068

Estimate # 0019271
Estimate Date 09/22/2022

Item	Description	Unit Price	Quantity	Amount
	Bid for front second story window wood rot repair, stucco repair and paint			
	Set small dumpster			
	Prep/ tarp area for demo protection			
	Remove 20x25 area of moisture damaged stucco.			
	Remove weathered or rotted wood from 3 front 2nd story windows.			
	Replace as needed.			
	Sand and prep wood for paint.			
	Apply sealant on all 3 windows for water proofing.			
	Paint 1st coat on windows with oil base exterior seal			
	Prep for new stucco.			
	Apply 3 layers of stucco.			
	Scratch coat, base coat and finish coat layer with sand finish texture to match existing stucco.			
	New stucco will be applied as well around windows as needed.			
	Prep area for paint.			
	Caulk and reseal all windows.			
	Tape and cover windows and side walks to prep for spray out.			
	Spray 2 coats elastomeric paint.			
	Pull gates, sandblast and repaint.			
	Paint lower doors and windows.			
	Remove damaged entry step.			
	form and repour.			
	Stencil front of building lettering.	16220.00	1.00	16,220.00
	Touchups and final clean up.			
	Remove dumpster.			

Exhibit C

NOTES: Any additional moisture damage found upon removal of Stucco will be discussed with customer and repaired as desired.

	Subtotal	16,220.00
	Total	16,220.00
	Amount Paid	0.00
	Estimate	\$16,220.00

Excerpt
LIBERTY HISTORIC DISTRICT REVIEW COMMISSION
Meeting Summary
February 7, 2023

HDRC Case# 23-002LS Consideration of a COA for exterior improvements at 20 N. Main, Liberty Square Historic District, a 353 Project

- Vice Chairman Carr commented that the like in kind work and application seems straight forward.
- Commissioner Chelton asked about the awning. Chairman Grundy said the awning was not original to the building.

A motion was made by Commissioner Gray to approve the application as presented, because it meets the Design Guidelines and UDO. The motion was seconded by Commissioner Schmidt. The motion passed 7-0-0.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 13, 2023

A/R No.: 2023-428

Department: Public Works

Submitted By: Bruce Neidholdt, Assistant
Director Public Works

Subject: PURCHASE OF 2023 FORD TRUCKS FROM CHUCK ANDERSON FORD IN AN
AMOUNT NOT TO EXCEED \$201,414.36

Summary:

- Purchase of a Ford F-350 Regular Cab Truck at Government Pricing for \$48,359.16.
- Purchase of Two Ford F-550 Cab and Chassis Trucks at Government Pricing at \$61,527.60 each for a total of \$123,055.20.
- Purchase of a Ford F-150 Truck with a trade in of a Ford Escape for a total of \$30,000.00.

Background:

Public Works staff have worked on the ordering of new fleet vehicles with orders being placed in 2022 with anticipated delivery in 2023. The lead time and the delivery of the vehicles have a limited order period with an unknown delivery timeframe. Below is the locked in prices for the vehicles from the fall of 2023, and we are seeking authorization to purchase from Chuck Anderson as shown below. The Ford F-350 and F-550 trucks will be outfitted with winter operation equipment and will have an unknown time for delivery. With the unknown date for vehicle trade-in all existing trucks are needed for heavy operations and value at trade-in is unknown at the time of order. Government pricing is the same at all dealerships and only one dealership responded with the short order time in the fall of 2022. Thus, trade-in value or other sales options will be evaluated after delivery of the new trucks is outfitted with winter operation equipment.

2022/2023 Description	Chuck Anderson	Price	Trade In	Total
F350 Regular Cab	X	\$48,359.16	\$0.00	\$48,359.16
F550 Cab & Chassis	X	\$61,527.60	\$0.00	\$61,527.60
F550 Cab & Chassis	X	\$61,527.60	\$0.00	\$61,527.60
F150 (Facilities)	X	\$43,000.00	\$13,000.00	\$30,000.00

Bids were obtained for the Ford F-150 truck based on a trade-in estimate for an existing Ford Escape in the current Public Works vehicle fleet. The Escape still has some trade-in value, and is being replaced with a truck that will be available as a department fleet vehicle but will serve the needs of the facility manager better when parts and materials are being purchased.

Previous Action (if applicable):

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: 10/13/22
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 50.70.201.36.7201	Amount: \$201,414.36
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

None



To: City Council Members
From: Lyndell Brenton, Mayor
Subject: Boards and Commissions Appointments
Date: March 13, 2023

I would like to recommend the following individuals for appointment to the board/commissions listed below:

1. Tourism Committee

- a. Appoint AGM/Sales Manager of Home2Suites by Hilton Bella Smith as the Hotel/Motel Industry Representative to a term expiring 5/1/2026

2. Liberty Arts Commission

- a. Appoint Greg Duncan to a term expiring 5/15/2025

I would like to recommend the following individuals for appointment/reappointment to the board/commissions listed below:

1. Clay County Extension Council Representative

- a. Reappoint Vern Windsor to a term expiring 2/28/2024

2. Economic Development Tax Board

- a. Reappoint Wes Blanton to a term expiring 4/1/2025
- b. Reappoint Gene Gentrup to a term expiring 4/1/2025

3. Parks & Recreation Foundation

- a. Reappoint Harold Phillips, Council Liaison to a term expiring 1/1/2026

4. Planning & Zoning Commission

- a. Reappoint Ann Waterman to a term expiring 1/1/2026
- b. Reappoint Amy Howard to a term expiring 1/1/2026
- c. Reappoint Tom Reiner to a term expiring 1/1/2026



CITY COUNCIL ACTION REPORT

Meeting Date: March 13, 2023

A/R No.: 2023-435

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant
Director Parks

Subject: MOTION TO APPROVE THE PURCHASE OF A BRIDGE STRUCTURE WITH WHEELER LUMBER, LLC., TO PROVIDE A PEDESTRIAN BRIDGE ALONG THE OLD WITHERS PEDESTRIAN TRAIL IN AN AMOUNT NOT TO EXCEED \$61,650.00

Summary:

- In 2017, the developers of Homestead Hills agreed to provide a trail easement and pavement for a pedestrian trail along the Old Withers Road right-of-way.
- The Parks Department agreed to help the project by providing a pedestrian bridge over Little Shoal Creek to connect Homestead phase 3 to Homestead Hills.
- Included as a part of the Parks and Recreation Department FY2023 operations budget.
- Staff posted an invitation to bid (ITB PK23-013) and received four responsive bids.
- Staff recommends approval of the low bid: Wheeler Lumber, LLC, in the amount of \$61,650.00.

Background:

The Liberty City Council accepted the proposed trails master plan in 2015, which included a planned trail along the no longer used Old Withers Road right-of-way. In 2018, the Parks Department contracted with Vireo, a landscape architecture, planning and design firm, to evaluate the planned trail system and better define the location of trails in the southern portion of Liberty. As part of that document, the main east west collector trail was designed and engineered to parallel the Little Shoal Creek. Additionally, several creek crossings in various locations were indicated along that route.

The first bridge needed for the trail is at the location where Old Withers Road once crossed the creek. The bridge for Old Withers Road was removed when South Liberty Parkway eliminated the need for the crossing. As single-family development has progressed south along Withers Road, the developer has agreed to provide paved pedestrian trails as amenities for local residents.

In 2018, planning began for several additional phases of the Homestead Hills development. As part of that design and development, the developers provided an easement to the City for a pedestrian trail along Old Withers Road as recommended in the City's southern trails study. The developer is committed to providing a paved trail from Birmingham Road to Campbell Drive. The City agreed to provide and install a pedestrian bridge over Little Shoal Creek.

The 2023 Parks budget includes \$60,000 for a bridge. A public invitation to bid (ITB PK23-013) was solicited and the City received four bids for the bridge.

Company Name	Bid
1. Bridge Brothers	\$119,363.00
2 BCS Fabrication	\$92,719.00
3 Pioneer Bridges	\$75,564.00
4 Wheeler Lumber LLC.	\$61,650.00

Staff recommends approval of an agreement with Wheeler Lumber, LLC. to purchase a pedestrian bridge for an amount not to exceed \$61,650.00 from the park budget. Site preparation and final installation will be completed by parks team members.

Presented to and approved by the Parks and Recreation Board on March 2, 2023.

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: 03/02/2023

Financial Considerations:

Budgeted:	Line Item: 60.60.420.14.5578	Amount: \$61,650.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. ITB PK23-013 Old Withers Trail Bridge
2. Homestead Hills-Old Withers Road Map

CITY OF LIBERTY, MISSOURI



Invitation to Bid

No. PK23-013

The City of Liberty will accept separate sealed bids from qualified persons or firms interested in providing the following:

Pedestrian Trail Bridge Old Withers Trail

FOR QUESTIONS CONTACT
Tom Garland (816) 439-4384 or tgarland@libertymo.gov

BIDS MUST BE RECEIVED BY:
February 28, 2023 2:00 p.m.

**PLEASE MARK YOUR SUBMITTAL "TRAIL BRIDGE OLD WITHERS
ROAD" AND MAIL or DROP OF AT:**

Liberty Community Center
Attn: Tom Garland
Assistant Director of Parks
Liberty Parks and Recreation
1600 S. Withers Road
Liberty, MO 64068

**City of Liberty
Invitation to Bid
PK23-013**

The City of Liberty will accept separate sealed bids from qualified suppliers interested in the following work:

Provide a weathered steel pedestrian bridge 70 feet in length and 10 feet wide clear space. Bridge is to have a 5-ton capacity with AASHTO approve Bike/Pedestrian design rub rail and toe kick plate.

Bids will be received until 2:00 p.m. local time, on February 28 2023 at Liberty Community Center located at 1600 S. Withers Road, Liberty, MO when bids will be opened with a bid tab posted that day to the Liberty web site. Bid documents are available at the city of Liberty web page <http://libertymissouri.gov/> or by contacting Tom Garland Assistant Director of Parks, at 816-439-4384 e-mail tgardland@libertymo.gov

Pursuant to 610.021 RSMo, all documents within a request for bids will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City. No offeror may withdraw his bid for a period of sixty days after the date of opening.

City Park Paving & Entry Drives SCOPE OF SERVICES AND GENERAL TERMS

1. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

The City of Liberty seeks to enter into a contract for supplier to provide a weathered steel pedestrian bridge having a 5-ton capacity. The bridge is to be 70 feet long and have 10 feet of clear space between side rails. Cities preferred example is Wheeler Lumber Pratt Truss style bridge. Decking shall be steel pans designed to hold concrete decking.

2. 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.

3. TECHNICAL QUESTIONS

Any further information needed regarding the project should be directed to Tom Garland, Assistant Director of Parks at (816) 439-4384 or by e-mail at tgardland@libertymo.gov

A bidder may correct, modify, or withdraw a bid by written notice received by the City prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification Number ____". Each modification must be numbered in sequence, and must reference the original ITB Number and Title and include the bidders name on the envelope.

After bid opening, a bidder may not change any provision of the bid in any manner. Minor informalities will be waived or the bidder will be allowed to correct a mistake. If a mistake in the intended bid is clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid.

5. BID PRICING TO REMAIN FIRM

All bid prices are to remain firm for a period of 60 days following award of bid.

6. OTHER

All bids are to be received in a sealed envelope clearly marked with the bid number, title, and the name of company submitting the bid.

All bids must be signed by an individual authorized to sign such by the submitting bid firm.

This bid does not require a payment bond or security. The Contractor shall within ten (10) days after the receipt of the notice of award furnished to the City with a Material Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided

by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

7. AWARD

The City will award to a single bidder and the award will be based on unit price listed.

8. WARRANTY

All work provided by the supplier shall be covered by a 12 months warranty. All warranty or guarantee shall be attached with completion of work.

9. MATERIAL CONDITION AND INSPECTION

The City of Liberty reserves the right to inspect all work provided under this award and reserves the right to reject any work at their sole discretion.

APPENDIX A
Scope of Work and Special Provisions
Old Withers Trail Bridge

The Old Withers Trail Bridge Project will include manufacture and delivery of a 70 foot long plan:

BUILD STEEL TRUSS RECREATION BRIDGE

PART 1 – GENERAL

1.01 SCOPE

- A. The Contractor shall be responsible for designing, detailing, fabrication, delivery, of the Steel Truss Recreation Bridge superstructure.
- B. Substructures shall be constructed in accordance with the plans and specifications.

1.02 UNIT PRICES

- A. Payment for “Build Steel Truss Recreation Bridge” shall be compensation in full for all costs of design, supply, fabricating, and delivery for steel recreation bridge superstructure.

1.03 REFERENCES

- A. AASHTO LRFD Bridge Design Specifications, current edition and interims
- B. AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, current edition
- C. American Welding Society (AWS), Structural Welding Code, D1.1, current edition
- D. American Institute for Steel Construction (AISC), Steel Construction Manual, current edition

PART 2 - DESIGN

2.01 STEEL TRUSS RECREATION BRIDGE

- A. Steel recreation bridge shall be “Steel Truss Recreation Bridge” as designed by Wheeler (Bridge Manufacturer), or approved equal.
Wheeler
9531 W 78th St, Ste 100
Minneapolis, MN 55344
(952) 929-7854
email: info@wheeler1892.com
- B. Bridge shall be of steel truss design with cast-in-place concrete deck.

- C. Truss shall be parallel chord with Pratt diagonals. If the bridge has an odd number of bays the center bay shall have double diagonals.
- D. The bridge cross-section shall be H-shaped with the floor beams connected to the truss verticals.
- E. End truss verticals shall be plumb. Interior verticals shall be perpendicular to the bottom chord.
- F. All members of the truss and deck system shall be fabricated from square/rectangular hollow structural sections (HSS), with the exception that floor beams may be wide flange (W) shapes. Open ends of end posts and floor beams shall be capped. Open shaped (non-tubular) stringers will be allowed only if adequate lateral or torsional bracing is provided.

2.02 DESIGN CODES

- A. Design of bridge superstructure shall comply with AASHTO LFRD Bridge Design Specifications, the AASHTO LFRD Guide Specifications for Design of Pedestrian Bridges, supplemented by AISC, further supplemented by AWS D1.1 Structural Welding Code, as modified and further supplemented herein.
- B. Structural members shall be designed in accordance with recognized engineering practices and principles.
- C. Welded tubular truss connections shall meet the provisions of AISC Chapter K2: HSS-to-HSS Truss Connections.
- D. If non-tubular floor beams are used, the floor beam to vertical connections shall be analyzed by treating the floor beam flanges as a pair of transverse plates and ignoring the floor beam web. The connections shall meet the applicable provisions of AISC Chapter K1: Concentrated Forces on HSS.
- E. All welded tubular moment connections shall meet the provisions of AISC Chapter K3: HSS-to-HSS Moment Connections.
- F. Unique connection types that are not directly addressed by the governing codes, such as unreinforced connections to the side of a beam web, shall be proven by finite element analysis or other rational design methods.

2.03 DIMENSIONS AND LOADINGS

- A. Bridge dimensions:
 - 1. Bridge length = 70' As measured from end to end of the end posts. Bridge length shall be as a clear span.
 - 2. Clear bridge width = 10' As measured between inside faces of railing.
- B. Bridge shall be cambered 1% of bridge length plus 100% of the full dead load deflection. Camber shall not exceed standards set forth by the Americans with Disabilities Act.
- C. Concrete surfaces shall have a cross-slope of 1% unless camber is at least 1% or longitudinal grade is at least 1%.
- D. All dead loads, applied dead loads, live loads, and wind loads as specified in the AASHTO specification.
- E. Live loads:
 - 1. 90 psf pedestrian load.
 - 2. Applied separate from to pedestrian load, AASHTO Standard H-Truck with a 10,000 LB. GVW positioned to produce the maximum load effect.
 - 3. Point Load = 1000 lbs plus 33% impact, applied at a single point.
 - 4. Lateral Wind Load = 35 psf on the full height of the bridge as if enclosed.
 - 5. Uplift Wind Load = 20 psf applied at the windward quarter point of the bridge width.

- D. In addition to the load combinations specified by AASHTO, when bridge structural members support or serve as railing members, the bridge shall be designed for the simultaneous application of rail load plus dead load plus 50% of live load.
- E. Bearing elevations, structure depth, clearance and profile grade must conform to site conditions.

2.04 CAST-IN-PLACE CONCRETE DECK

- A. Deck shall be designed as cast-in-place reinforced concrete using 4000 psi normal weight concrete, stay-in-place galvanized metal decking with steel side and end dams.
- B. Upper and lower layers of longitudinal reinforcement are required. One layer of transverse reinforcement shall be provided when the deck thickness above ribs is less than six inches, and two layers when six inches or greater. Reinforcing bars shall be placed 2" min clear to top surface, and 1" min clear to all other surfaces or forms.
- C. Consideration of composite action from the metal form is prohibited. Concrete and reinforcement in troughs may be considered as contributing the strength of the deck when it can be shown this assumption is valid.
- D. Metal forms shall be designed for a construction live load of either 20 psf or a 200 lb point load. Dead load deflection due to wet concrete shall be limited to $L/180$ and $3/4"$.

2.05 RAILING

- A. Total rail height shall measure at least 36" above deck surface and meet AASHTO dimensional and structural requirements.
- B. Top Chord make act as upper element of railing design and can be considered in the total rail height.
- C. The orientation of the safety rail elements shall be vertical horizontal.
- D. When specified, vertical safety rails shall contain a 4" sphere. When specified, horizontal safety rails shall contain a 4" sphere.
- E. When horizontal safety rails are specified, a steel rub rail with 6" minimum nominal height, centered at 36" plus or minus 2" above the deck surface shall be included. Rub rails shall be designed per AASHTO as horizontal rails.
- F. Railing shall include a 4" minimum steel toe rails located no more than 2" clear above the deck. Toe rails shall be designed per AASHTO as horizontal rails.

2.06 VIBRATION

- A. The frequency of the first harmonic for the unloaded bridge shall be no less than 3.0 Hz except when the weight of the structure with no live load exceeds $180 \times \exp(-0.35 \times \text{Freq})$.
- B. The peak acceleration of the deck systems shall be limited to 5% gravity.
- C. Peak acceleration shall be computed based on a constant force of 92 pounds, and a damping ratio of 0.01.
- D. Peak acceleration in deck systems shall be computed with consideration of the combined effect of longitudinal components and floor beams.

2.07 DEFLECTION

- A. Wind deflections of the truss, as measured at deck level, shall be limited to $L/500$.

- B. Deflections in planks due to point or truck load shall be limited to $L/300$ or 0.1". Impact shall be included in deflection checks as applicable.
- C. Deflection of the truss due to uniform live load shall be limited to $L/500$. The load may be reduced based on loaded area for the purpose of calculating truss deflection only to no less than 65 psf.
- D. Deflections in longitudinal deck members due to uniform live load shall be limited to $L/500$.
- E. No other service deflection limits need be considered.

2.08 FIELD SPLICES

- A. Field splices shall be fully bolted slip critical connections, utilizing tension indicating washers. Tack welding of high strength hardware is prohibited.
- B. Splices not immediately at or adjacent to panel points shall be designed for 100% of the member bending moment capacity for primary compression members, and 75% for bracing members or tension members subject to load reversal, including slip resistance, and slip resistance shall further meet the same AASHTO required strength as with other failure modes.

2.09 ANCHORAGES AND BEARINGS

- A. Design and materials for connection of superstructure to substructure shall be included with the superstructure and compatible with substructure design.
- B. Design the bridge for expansion and contraction with a temperature range of -40° F to 110° F.
- C. Anchors shall be of the drilled type, installed with a chemical adhesive system, except that when design forces exceed the strength of typical chemical systems, cast-in-place anchors may be used. Anchor systems shall be designed and supplied by the Bridge Manufacturer.
- D. Expansion bearings shall include teflon or stainless steel sliding surfaces per AASHTO or elastomeric pads. Consideration of dead load rotation is required in all cases.

PART 3 – MATERIALS

3.01 STRUCTURAL STEEL

- A. Structural steel material shall be cold-formed welded and seamless high strength, low-alloy structural tubing with improved atmospheric corrosion resistance meeting the requirements of ASTM A847, and plates and structural shapes meeting the requirements of ASTM A588 with a minimum corrosion index of 6.0 per ASTM G101.
- B. Minimum thickness of HSS members shall be $1/4"$. Minimum thickness for other rolled sections shall be $5/16"$, except the web thickness of rolled beams or channel shall not be less than $1/4"$ as per AASHTO. Railing members are not subject to minimum thickness requirements.

3.02 HARDWARE

- A. Splices for truss members, bracing, and floor beams, when used, shall be made with ASTM A325 or A490 high strength bolts. Type III bolts shall be used with weathering steel. Other splices shall be made with the above mentioned material or ASTM A307.

- B. All hardware (other than Type III high strength) shall be hot-dip galvanized in accordance with ASTM A153.
- C. Anchor bolts shall conform to ASTM A307, A193, or F1554

3.03 CAST-IN-PLACE CONCRETE DECK

- A. Concrete shall be normal weight and 4000 psi.
- B. Galvanized metal deck pans shall be 20 gage (minimum).
- C. Aspects of concrete work, including but not limited to material properties, mix designs, plant and field quality control, and rebar placement including support and tying, shall be governed by AASHTO unless specified otherwise.
- D. Reinforcing bars, when used, shall conform to AASHTO M31, M42, or M53, grade 60.

3.04 OTHER MATERIALS

- A. Cementitious non-shrink grout, when applicable, shall meet ASTM C-1107, 7000 psi minimum.
- B. Materials not specified shall conform to applicable ASTM or AASHTO specifications.

PART 4 – SUBMITTALS

4.01 SEALED PLAN AND CALCULATIONS

- A. A detailed bridge plan and supporting calculations sealed by a Professional Engineer registered in the State of Missouri and experienced in steel bridge design shall be submitted to the Owner within 2-4 weeks after award of contract.
- B. The bridge plan shall be unique and include all design details and all details necessary for the fabrication and installation of the bridge superstructure. Details of individual fabricated pieces are not required.
- C. Structural calculations for the design of the bridge superstructure shall include complete design, analysis and code checks.

4.02 MATERIAL CERTIFICATION

- A. The manufacturer shall be regularly engaged in the production of the specified product or item and be able to furnish independent records or references of competence and satisfaction of this fact upon the request of the Owner.
- B. All structural steel shall be melted and manufactured in the United States of America. Mill certifications must be provided for all heat numbers.

PART 5 – WORK PERFORMANCE

5.01 BRIDGE MANUFACTURER

- A. Bridge Manufacturer shall be currently certified by the AISC to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel. Certification shall be maintained for Certified Bridge Fabrication – Intermediate (Major) with Fracture Critical Endorsement as set forth in the AISC Certification Program.

5.02 WORKMANSHIP

- A. Workmanship shall be first class throughout.
- B. Concrete decks shall be rough broomed transversely.
- C. Metal decking shall be secured with fasteners or welds as recommended by the decking manufacturer.
- D. Where water collection inside of structural tubing is possible during construction or service, weep holes shall be provided at low points.

5.03 WELDING

- A. Welding and weld qualification tests shall conform to the provisions of AWS D1.1. The flux core arc welding (FCAW) process with similar weathering characteristics as the base material shall be used.
- B. Welding operators shall be properly accredited experienced operators. Each shall have certification of satisfactorily passing AWS standard qualification test(s) and have demonstrated the ability to make acceptable welds of the type required.
- C. Nondestructive weld testing is required. Testing will be performed by a qualified ASNT Level II Technician or greater and paid for by the Bridge Manufacturer. All welds are to be 100% visually inspected. Ten percent (10%) of all differing fillet and partial penetration welds shall be magnetic particle tested. For arch type bridges, 100% of end of top chord to bottom chord connections shall be tested. Full penetration shop welds shall be Ultrasonic tested in accordance with AWS D1.1; Section 6. Base material certifications are to be supplied by the material suppliers. Inspection test results shall be available on request.

5.04 ABRASIVE BLASTING

- A. All structural steel shall be unpainted and self-weathering. All exposed surfaces, defined as those surfaces seen from the deck and from alongside the structure, shall be blast cleaned in accordance with SSPC: The Society for Protective Coatings Specifications, latest edition, (SSPC - SP 7) Brush-Off Blast Cleaning.

5.05 DELIVERY

- A. Materials to be available for delivery to jobsite within 10-14 weeks after approval of plan.
- B. The Contractor shall coordinate with the Bridge Manufacturer in the delivery and erection schedule.
- C. Delivery to the job site will be by trucks by means of good haul roads unless specified otherwise.
- D. The Bridge Manufacturer shall provide detailed, written instruction procedures for proper lifting and splicing of bridge components. Instructions shall be considered typical. Actual means and methods of erection and installation may vary site specific considerations and shall be the responsibility of the Contractor.

PLEASE NOTE: The following affidavit needs to be completed and returned with RFP.

AFFIDAVIT

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

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

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

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

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor:

Company:

Address:

1 I am of sound mind and capable of making this Affidavit, and am personally

- acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Liberty: Project # PK23-013.
 - 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
 - 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Company Name

Signature

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public: _____

My Commission Expires: _____

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.

CITY OF LIBERTY, MISSOURI
RFP # PK23-013

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 30 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

No local permits will be required. 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

P. Prevailing Wage Requirements

1. **Not less** than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for the work under the contract, **must** be paid to all workers performing work under the contract.
2. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.
3. The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under section [292.675](#), RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.
4. The contractor will forfeit a penalty to the contracting public body of \$2,500 plus additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
5. Every transient employer, as defined in section [285.230](#), RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers’ compensation insurance of self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers’ compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section [285.234](#), RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

PROPOSAL FORM A
RFP PK23-013

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) _____ having authority to act on behalf
of (Company name) _____ do
hereby acknowledge that (Company name) _____ will be
bound by all terms, costs, and conditions of this proposal for a period 90 days from the
date of submission; and commit to sign the Agreements.

FIRM NAME: _____

ADDRESS: _____
Street

ADDRESS: _____
City State Zip

PHONE: _____

DATE: _____
(Month-Day-Year) Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

_____ MBE (Minority Owned Enterprise)
_____ WBE (Women Owned Enterprise)
_____ Small Business

PROPOSAL FORM B
RFP PK23-013

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?
Yes ____ No ____
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise?
Yes ____ No ____
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?
Yes ____ No ____
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project?
Yes ____ No ____
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked?
Yes ____ No ____
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers?
Yes ____ No ____
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company?
Yes ____ No ____
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws?
Yes ____ No ____

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business?
Yes ____ No ____
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ____ No ____

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months? ____ Yes ____ No If yes, provide details in an attachment.
2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ? ____ Yes ____ No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Liberty, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Liberty's requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Liberty if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
RFP PK23-013

EXPERIENCE / REFERENCES

Please provide a minimum of five references where your bridge has been procured and is in place within the past 36 months. Please include ONLY the following information:

- Name
- Contact
- Title
- Mailing Address
- Telephone Number
- Project Name, Amount and Date completed

*Please list any Municipalities that you have done work for in the past 48 months.

PROPOSAL FORM D
RFP PK23-013

Proposal of _____, organized and existing

(Company Name)

under the law of the State of _____, doing business as

(*) _____.

To the City of Liberty, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in Old Withers Trail Bridge Project No. PK23-013.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the “Standard Contract Documents and Technical Specifications, City of Liberty, Missouri.”

(*) Insert “a corporation, a partnership, or an individual” as applicable.

BID FORM E
RFP # PK23-013
Base Bid: Old Withers Trail Bridge

Bid Items	Length	Estimated Quantities	Total
1. Steel Ped Bridge	70"	1	\$
2.			
3.			
Total			\$

Total Base Bid: PK23 - 013

\$ _____
In blank above insert numbers for the sum of the bid.

(_____)

In blank above write out the sum of the bid.

Company Name

NOTE FOR ALTERNATES AWARD:

Bids for Alternates may or may not be awarded. The Alternates are placed in order of priority. If alternates are awarded, they will be awarded in the order of priority, up to budgeted amount and the lowest bid will be based upon the base bid and those alternates awarded.

All that part of Missouri, described Section 24 Southwest Quarter minutes 12 seconds hereinafter to be set apart; thence South 67 degrees 35 minutes 04 seconds East, a distance of 615 feet; thence North 25 degrees 33 minutes 12 seconds East,

f 594



CITY COUNCIL ACTION REPORT

Meeting Date: March 13, 2023

A/R No.: 2023-423

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: ORDINANCE ADOPTING AND APPROVING THE AMENDED DEVELOPMENT PLAN FOR THE DOWNTOWN AREA REDEVELOPMENT PROJECT (INCLUDING THIRTY-SECOND AMENDMENT FOR THE 20 N MAIN PROJECT) SUBMITTED BY THE LIBERTY MUNICIPAL REDEVELOPMENT CORPORATION, REAFFIRMING THE FINDING THAT THE PROPERTY WITHIN SAID AMENDED DEVELOPMENT PLAN IS A BLIGHTED AREA IN NEED OF DEVELOPMENT AND REDEVELOPMENT AS DETERMINED IN ORDINANCE NO. 9794 AND ORDINANCE NO. 10820, AUTHORIZING CERTAIN TAX ABATEMENT WITHIN THE REDEVELOPMENT AREA DESCRIBED WITHIN THE AMENDED DEVELOPMENT PLAN; AUTHORIZING EXECUTION OF A 353 DEVELOPMENT AGREEMENT FOR IMPLEMENTATION OF THE 20 N MAIN REDEVELOPMENT PROJECT; AND PROVIDING FOR EXPIRATION OF DEVELOPMENT RIGHTS

Summary:

- The owner of the property, Daryl A Mace ("20 N Main Owners"), desires to utilize the Chapter 353 program to improve and remove blighting factors from the property ("20 N Main").
- The cost of improvements that are included within the tax abatement request is \$16,220. Approximately \$16,220 is exterior work.
- The project qualifies for Level A-2 of abatement (10 years 100% improvement value abatement) and meets the requirement that 50% of improvements must be exterior.

Background:

This amendment to the Redevelopment Plan consists of the removal of the rotted and weathered wood from the second story window and replacing it as needed; painting new wood; and applying sealant around the windows. This project will also consist of removing the scaling stucco and applying new stucco to match the rest of the front of the building, as well as caulking and sealing around the windows. Finally, the property will be repainted on the front of the building, as well as repainting the sign on the building (Mace Shoe Repair). The owner will also remove the damaged entry steps to the apartments and replace them.

The total cost of the project is estimated to be \$16,220. The improvements meet the guidelines that 50% of the improvement cost eligible for abatement is exterior as required.

Previous Action (if applicable):

Approved by LMRC on 2/27/2023

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ordinance approving 32nd Amended Downtown Liberty 353 Plan-20 N. Main
2. Redevelopment Plan Amendment 32
3. 20NMainSt
4. Tax Impact analysis 20 N Main Street

Document No. _____

ORDINANCE NO. _____

ORDINANCE ADOPTING AND APPROVING THE AMENDED DEVELOPMENT PLAN FOR THE DOWNTOWN AREA REDEVELOPMENT PROJECT (INCLUDING SECOND AMENDMENT FOR THE 20 N MAIN PROJECT) SUBMITTED BY THE LIBERTY MUNICIPAL REDEVELOPMENT CORPORATION, REAFFIRMING THE FINDING THAT THE PROPERTY WITHIN SAID AMENDED DEVELOPMENT PLAN IS A BLIGHTED AREA IN NEED OF DEVELOPMENT AND REDEVELOPMENT AS DETERMINED IN ORDINANCE NO. 9794 AND ORDINANCE NO. 10820, AUTHORIZING CERTAIN TAX ABATEMENT WITHIN THE REDEVELOPMENT AREA DESCRIBED WITHIN THE AMENDED DEVELOPMENT PLAN; AUTHORIZING EXECUTION OF A 353 DEVELOPMENT AGREEMENT FOR IMPLEMENTATION OF THE 20 N MAIN ST REDEVELOPMENT PROJECT; AND PROVIDING FOR EXPIRATION OF DEVELOPMENT RIGHTS

WHEREAS, the Liberty Municipal Redevelopment Corporation ("Redevelopment Corporation"), an Urban Redevelopment Corporation organized under and pursuant to the Urban Redevelopment Corporations Law, as amended, RSMo § 353.010 et seq. ("Chapter 353"), did file with the City of Liberty, Missouri ("City"), an Amended Development Plan (including Thirty-Second Amendment hereinafter referred to as the "Amended Development Plan") for approval which contemplates the development and redevelopment of an area described therein as the "Redevelopment Area"; and

WHEREAS, in accordance with Chapter 353 (i) notice was given to each political subdivision whose boundaries for ad valorem taxation purposes included any portion of the real property included within the Redevelopment Area, and (ii) the Liberty City Council ("Council") conducted on March 13, 2023 a public hearing regarding the Amended Development Plan, at which hearing the above-described political subdivisions were given the right to be heard; and

WHEREAS, in connection with the public hearing on the Amended Development Plan, the Council also reaffirmed the 353 Blight Analysis for the Redevelopment Area described within the Amended Development Plan, the means by which the Amended Development Plan would be implemented and the granting of tax abatement with the Redevelopment Area as authorized by law; and

WHEREAS, the Council has made a study and investigation of the proposed Amended Development Plan.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Liberty,
MO

SECTION II

That the Council finds and declares that the Council has reviewed, considered and taken evidence on the Amended Development Plan (including Thirty-Second Amendment) of the Liberty Municipal Redevelopment Corporation for the redevelopment
{31944 / 65578; 623031. }

ORDINANCE NO. _____ (CONT.)

of the City of Liberty of the Downtown Area, which is attached hereto as Exhibit A and incorporated herein by reference as though fully set out.

SECTION III

That the Council reaffirms the finding of Ordinance No. 9794, passed October 24, 2011, and Ordinance No. 10820, passed November 27, 2017, that found and declared that the Redevelopment Area described in the Amended Development Plan is a blighted area as defined by R.S.Mo. § 353.020(2), and that the redevelopment thereof is necessary to effectuate the purposes of Chapter 353, and for the public convenience and necessity.

SECTION IV

That the Council finds and declares that the approval of the Amended Development Plan (including Thirty-Second Amendment for the 20 N Main St Project) and the construction of the contemplated redevelopment projects described therein are necessary for the preservation of the public peace, prosperity, health, safety, morals and welfare.

SECTION V

That the Council finds and declares that the Amended Development Plan (including Thirty-Second Amendment), a copy of which plan is attached hereto as Exhibit A, is hereby adopted and approved.

SECTION VI

That Liberty Municipal Redevelopment Corporation, or its successors and assigns, all in accordance with Chapter 353, RSMo, as amended, is hereby granted tax abatement that shall apply to LMRC or its successors and assigns, as more particularly described with the Amended Development Plan.

SECTION VII

That the Mayor is hereby authorized to execute a 353 Development Agreement with the Liberty Municipal Redevelopment Corporation and Daryl Mace (owner of 20 N Main St) for implementation of the 20 N Main St Redevelopment Project. A copy of the Agreement, in substantial form, is on file with the Office of the City Clerk.

SECTION VIII

That the Liberty Municipal Redevelopment Corporation shall acquire title to the properties encompassing 20 N Main St Redevelopment Project to initiate the tax abatement no later than twenty-four months following passage of this ordinance. The development rights provided hereunder, including the right of tax abatement, shall automatically expire if the Liberty Municipal Redevelopment Corporation fails to obtain title to the properties encompassing the 20 N Main St Redevelopment Project within twenty-four months following passage of this ordinance.

ORDINANCE NO. _____ (CONT.)

SECTION IX

That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION X

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

PASSED by the Council this 13 day of March, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this 13 day of March, 2023.

MAYOR

Ordinance No. _____

Exhibit A

Liberty Municipal Redevelopment Corporation Amended Development Plan for
the Redevelopment of the Downtown Area (including Thirty-Second Amendment)

(See following pages)

**LIBERTY
MUNICIPAL
REDEVELOPMENT CORPORATION
(LMRC)**

**AMENDMENT 32
Addition of 20 N Main Street**

**DEVELOPMENT PLAN
FOR THE REDEVELOPMENT
OF
THE DOWNTOWN AREA
REDEVELOPMENT PROJECT**

Approved October 24, 2011
By Ordinance No. 9794

SUBSEQUENT AMENDMENTS

- First Amendment Approved June 10, 2013
By Ordinance No. 10068**
- Second Amendment Approved January 13, 2014
By Ordinance No. 10149**
- Third Amendment Approved May 12, 2014
By Ordinance No. 10214**
- Fourth Amendment Approved May 12, 2014
By Ordinance No. 10214**
- Fifth Amendment Approved October 27, 2014
By Ordinance No. 10279**
- Sixth Amendment Approved April 13, 2015
By Ordinance No. 10361**
- Seventh Amendment Approved April 13, 2015
By Ordinance No. 10362**
- Eighth Amendment Approved April 27, 2015
By Ordinance No. 10376**
- Ninth Amendment Approved May 11, 2015
By Ordinance No. 10382, 2015
(Included repeal of Eighth Amendment)**
- Tenth Amendment Approved February 8, 2016
By Ordinance No. 10517**
- Eleventh Amendment Approved March 14, 2016
By Ordinance No. 10535**
- Twelfth Amendment Approved October 24, 2016
By Ordinance No. 10635**
- Thirteenth Amendment Approved November 28, 2016
By Ordinance No. 10648**
- Fourteenth Amendment Approved June 26, 2017
By Ordinance No. 10747**
- Fifteenth Amendment Approved November 13, 2017
By Ordinance No. 10810**
- Sixteenth Amendment Approved November 27, 2017
By Ordinance No. 10820**
- Seventeenth Amendment Approved November 27, 2017
By Ordinance No. 10821**
- Eighteenth Amendment Approved November 27, 2017
By Ordinance No. 10822**
- Nineteenth Amendment Approved November 27, 2017
By Ordinance No. 10823**
- Twentieth Amendment Approved June 11, 2018
By Ordinance No. 10929**

**Twenty-First Amendment Approved July 30, 2018
By Ordinance No. 10942**

**Twenty-Second Amendment Approved September 10, 2018
By Ordinance No. 10959**

**Twenty-Third Amendment Approved July 8, 2019
By Ordinance No. 11118**

**Twenty-Fourth Amendment Approved August 12, 2019
By Ordinance No. 11126**

**Twenty-Fifth Amendment Approved August 12, 2019
By Ordinance No. 11127**

**Twenty-Sixth Amendment Approved November 12, 2019
By Ordinance No. 11159**

**Twenty-Seventh Amendment Approved October 26, 2020
By Ordinance No. _____**

**Twenty-Eighth Amendment Approved August __, 2021
By Ordinance No. _____**

**Twenty-Ninth Amendment Approved March 28, 2022
By Ordinance No. _____**

**Thirtieth Amendment Approved May 23, 2022
By Ordinance No. _____**

**Thirty-First Amendment Approved June ____, 2022
By Ordinance No. _____**

**Thirty-Second Amendment Approved February ____, 2023
By Ordinance No. _____**

THIRTY-THIRD AMENDED DEVELOPMENT PLAN

A. Introduction

The Liberty Municipal Redevelopment Corporation ("LMRC") was formed on October 1, 2011 to serve as a tool to bring about the revitalization of property within the downtown area of Liberty. Stock in the corporation is owned wholly by the City of Liberty and the corporation is managed by a board of directors. The purpose of the corporation is to provide a streamlined, cost-effective means for individual property owners to obtain partial real property tax abatement on their downtown properties in return for making improvements.

The LMRC desires the availability of partial real property tax abatement for the Redevelopment Area, as described herein, for the purpose of stimulating reinvestment, both economic and otherwise, into Liberty's downtown through redevelopment within the Redevelopment Area. It is anticipated that the LMRC will (i) work with the current owners of property within the Redevelopment Area to promote and encourage their reinvestment in their property in exchange for partial real property tax abatement as authorized under The Urban Redevelopment Corporations Law, R.S.Mo. §§ 353.010 et seq. ("Chapter 353"), and (ii) work with prospective new owners to encourage new investment in existing or new buildings in the Redevelopment Area in exchange for such partial real property tax abatement. It is further anticipated that the LMRC will briefly acquire real property from property owners seeking to implement a redevelopment project under this Development Plan so as to qualify such redevelopment project for the partial real property tax abatement authorized under Chapter 353. The LMRC will then assign such partial real property tax abatement and redevelopment rights to the property owner implementing the redevelopment project.

Each redevelopment project will require an amendment to this Development Plan and the approval of the City Council in order to secure the benefits available under Chapter 353, including the partial real property tax abatement described therein. In order to trigger Chapter 353 partial real property tax abatement rights for any redevelopment project, the real property which is the subject of a redevelopment project will be conveyed to the LMRC and then immediately conveyed back to the original property owner.

B. Redevelopment Area

The Redevelopment Area is depicted on the map attached hereto as **Exhibit A**, and the properties located within and comprising the Redevelopment Area (described by street address and 2019 Clay County Tax ID Number) are identified on **Exhibit B** attached hereto. The Redevelopment Area currently includes commercial, retail, some residential, office and public uses. The

Redevelopment Area consists of the area which is historically considered part of Liberty's downtown, and includes approximately nine square blocks within the existing Downtown Historic District and an additional 25 blocks surrounding the Downtown Historic District. Approximately 18 of the properties within the Redevelopment Area are zoned neighborhood residential, but several of these have been converted into commercial uses.

The Redevelopment Area is unique in its history, and the heart of Liberty. The historic buildings and maturity of the Redevelopment Area bring both charm as well as challenge, as many of the buildings do not conform to current building and fire standards or the historic guidelines developed for the downtown area. A substantial number of the improvements within the Redevelopment Area are over 100 years old with many between 50 to 80 years old. As such, many of the properties in the Redevelopment Area have lost their vitality and some have fallen into various states of disrepair, losing functionality in the market. Although several property owners have upgraded their buildings, many of the properties in the Redevelopment Area still require modernization in order to retain reasonable and competitive utility and viability in comparison to other downtowns areas throughout the metropolitan region.

Attached hereto as **Exhibit C** is the Existing Conditions Blight Study dated August 4, 2011, prepared by Development Initiatives, which concluded that the Redevelopment Area is a blighted area as such term is defined in R.S.Mo. § 353.020(2) of Chapter 353. At the time of the adoption of the original Development Plan, the City Council found and determined that the Redevelopment Area was a blighted area as defined by R.S.Mo. § 353.020(2). Such conditions still exist and the LMRC requests that the City Council reaffirm this finding.

C. Redevelopment Projects

This Development Plan provides that the redevelopment projects to occur within the Redevelopment Area, including their number, location, scope of construction, reconstruction or rehabilitation, and amount of investment, will be determined as property owners within the Redevelopment Area propose redevelopment projects. As stated above, all such redevelopment projects and attendant partial real property tax abatement shall require an amendment to this Development Plan in accordance with Chapter 353. All redevelopment projects shall occur within the Redevelopment Area. The LMRC respectfully requests that the City Council find and determine that (i) the clearance, redevelopment, re-planning, rehabilitation or reconstruction of the Redevelopment Area is necessary for the public convenience and necessity, and (ii) that the approval of this Development Plan and the construction of the redevelopment projects are necessary for the preservation of the public peace, property, health, safety, morals and welfare.

The following project, completed in March 2011, was utilized as a pilot Chapter 353 redevelopment project. Although this project is located within the Redevelopment Area, because it occurred prior to this Development Plan, it was

implemented pursuant to a separate Development Plan, approved by the City Council on December 13, 2010 by Ordinance No. 9650. It is described herein for informational purposes and to illustrate the types of redevelopment projects anticipated to occur pursuant to this Development Plan.

1. Redevelopment Project (Pilot) 12 West Kansas. 14 West Kansas Ave (2010 Clay County Parcel No.15-114-00-05-030.00). Owners: 12 West Kansas, LLC. This project consisted of the construction of a new front façade and back wall, new roof, a handicapped restroom, new plumbing and wiring, new air intake and filter system on HVAC, and the leveling of floors and new flooring for the subject property. The renovation cost was approximately \$53,272.

The Amended Development Plan proposes the redevelopment of the following properties located within the Redevelopment Area. The Amended Development Plan proposes the following:

1. Redevelopment Project 15 West Franklin. 15 West Franklin (2012 Clay County Parcel No. 15-114-00-05-028.00). Owners: William M. Chapman, Beverly Chapman, Ann C. Waterman, James D. Waterman, Patricia L. Knauss, Samuel C. Chapman Jr. and Katherine Degler. This project consists of installation of handicapped ramp and railing improvements, parking lot reconstruction, sidewalk reconstruction, reconfiguration of bathroom, installation of ADA compliant fixtures, installation of new windows, and installation of new flooring. The renovation cost is estimated to be approximately \$68,000.
2. Redevelopment Project 14 East Franklin. 14 East Franklin (2012 Clay County Parcel No. 15-114-00-04-038.00). Owner: Historic Liberty Square LLC. This project consists of demolition and construction of a new front façade, a new roof, fire escape replacement, and improvements to courtyard in rear of building. The renovation cost is estimated to be approximately \$121,104.
3. Redevelopment Project 112 N. Water. 112 N. Water (2013 Clay County Parcel No. 15114000404100). Owner: Historic Liberty Square, LLC. This project consists of a new roof, repairs including sewer, sidewalk, and windows on the exterior and new ceiling tiles, floor and paint on the interior. The renovation cost is estimated to be approximately \$52,650.
4. Redevelopment Project 17 E. Kansas. 17 E. Kansas (2013 Clay County Parcel No. 15114000403500). Owner: Curry Investment Co. This project consists of replacing windows, exterior handrails, refinish and paint entrance door, windows, and fascia board, replace sidewalk, repair brick and replace stucco. The renovation cost is estimated to be approximately \$142,748. (proposal includes \$5,370 for attic clean up and \$5,066 for

general conditions that will not impact the value of the property, but qualify for abatement).

5. Redevelopment Project 1 E Kansas. 1 E Kansas (2013 Clay County Parcel No. 15114000403100). Owner: Restoration 1894, LLC. This project consists of 4 separate addresses; 1 E Kansas, 3 S Main, 9 S Main and 15 S Main. The project consists of a new store front, additional new windows and replacement of old windows, removal of existing stucco, awnings will be added, addition of a concrete handicap ramp, new interior restrooms, upgraded sewer line, sprinkler system installation, new drywall, insulation, countertops, trim and walls and new flooring. New HVAC units will be installed. The renovation cost is estimated to be approximately \$243,440. The cost of the project meets the guidelines that 50% of the improvement cost eligible for abatement is exterior.
6. Redevelopment Project 100 W Kansas. 100 W Kansas (2014 Clay County Parcel No. 15114000603300). Owner: Carannson Properties LLC. This project consists of conversion of a dance studio to an office use. The improvements include demolition and reframing the front façade of building, addition of garage doors to replace windows, the demolition of the front walkway, replacement of drive apron entrance to parking lot, addition of landscaping, remove and replace asphalt shingles, paint exterior, install new windows along the rear elevation, remove and rebuild interior walls, install new carpet and tile, built-in counters. The renovation cost is estimated to be approximately \$109,908.87. The cost of the project meets the guidelines that 50% of the improvement cost eligible for abatement is exterior.
7. Redevelopment Project 6 E Franklin. 6 E Franklin (2014 Clay County Parcel No. 15114000402500). Owner: Curry Investment Company. This project consists of exterior work including replacement of the roof, replacement of patio doors and windows, replacement of front doors. Interior work includes the addition of a new kitchen, demolition of one restroom, construction of new walls, new electrical work, rework plumbing and HVAC and new ceiling. The renovation work cost is estimated to be approximately \$ 40,879. The cost of the project meets the guidelines that 50% of the improvement cost eligible for abatement is exterior.
8. Expansion of Redevelopment Area and Redevelopment Project 201 W Mississippi. 225 W Mississippi and 231 W Mississippi (2014 Clay County Parcel No. 15114001200200 and 15114001200300). Owner: Liberty Land Company LLC. This amendment to the Redevelopment Plan consists of adding two parcels (currently located with the Chapter 353 Downtown Liberty Residential Area) to the Chapter 353 Downtown Area Redevelopment Project and includes 201 W Mississippi Project. 201/225/231 W Mississippi and 124 N Prairie (2014 Clay County Parcel No.

15114001200100, 15114001201400, 15114001200200 and 15114001200300). Owner: Liberty Land Company LLC. This project consists of demolition of existing improvements and construction of a 45-unit two and three-story senior independent living complex which includes garages, carports, a clubhouse, pool and fitness center. The construction cost of this project is estimated to be approximately \$10.98 million. (REPEALED as part of Ninth Amendment)

9. Redevelopment Project 110 N Main. 110 N Main (Clay County Parcel No. 15114000505700). Owners: Lonna Bissonnette and Rhonda Allen. This project consists of repair, removal and replacement of various windows, remove, replace and repair stucco in several locations on the building, paint exterior and remove awnings. This building is a unoccupied residential unit being converted into a commercial use; 2 Dames Decorating. The construction cost of this project is estimated to be approximately \$18,366 and meets the requirements of Level A-1, "Minimum Exterior" requirement of 100% of improvement cost must be exterior.
10. Redevelopment Project 1 & 5 N Water. This project consists of two parcels (Clay County Parcel No. 15114000303101 & 15114000303100). Owner: Downtown Liberty Investments LLC. This project consists of removal and replacement of the exterior systems; a new roof; exterior brick will be restored and painted; new HVAC equipment will be placed on the roof; electrical system will be upgraded; all windows will be replaced and reopened where closed. Interior work includes new supports will be installed with steel beams and columns; flooring and ceiling joists will be reinforced; new HVAC, plumbing, and electrical system installed; fire sprinklers will be installed; new tile, hardwood, stained carpet, interior paint trim and doors. The construction cost of this project is estimated to be approximately \$576,524.11 but only \$515,352 will qualify to meet the guidelines which require 50% of cost is exterior.
11. Redevelopment Project 112 Franklin. This project consists of one parcel (Clay County Parcel No. 15114000303900). Owner: Jeffries Development LLC. This project consists of replacement of windows, new roof and guttering, removal and replacement of porch concrete, repair concrete sidewalk, resurface asphalt in parking area and construct new trash enclosure, with replacement of windows, a high efficiency HVAC system will be installed (units to be screened). Interior work includes replacement of flooring and restoration of any hardwoods found, new paint on all common areas and units as needed, new plumbing fixtures installed, electrical outlets, light switches and fixtures will be replaced as needed. Replacement or repair of kitchen and bathroom cabinets and new locks for each door and surveillance system on common areas and entrances. This building is on the historic register and will remain a multi-family building. The construction cost of this project is estimated to be approximately \$360,000 and meets

the requirements of Level C (15-year abatement) and includes 50% of the construction cost is exterior improvements.

12. Redevelopment Project 16 N Main. This project consists of one parcel (Clay County Parcel No. 15114000505100). Owner: Gail Dugdale. This project consists of replacement of roof and repainting the front and rear of the building. The construction cost of this building is estimated to be approximately \$21,793 and meets the requirements of Level A-1 which requires that 100% of the construction costs must be for exterior improvements.
13. Redevelopment Project 7 E Kansas. This project consists of one parcel (Clay County Parcel No. 15114000402900). Owner: Small Properties LLC. This project consists of replacement, tuck pointing and waterproofing several locations where brick exists. Replacement of flashing on roof and installing new gutter. Installation of a new roof and insulation and making repairs to the metal designs on the façade. All improvements are to the exterior of the building. The construction cost of this building improvement is estimated to be approximately \$46,213 and meets the requirements of Level A-2 which requires that at least 50% of the construction costs must be for exterior improvements.
14. Redevelopment Project 117 N Water. This project consists of one parcel (Clay County Parcel No. 15114000302300). Owner: Sophia House, LLC. This project consists of replacing the existing roof, new insulation, installing a new gutter system, painting, and replacing the ceiling of the porch. All improvements are to the exterior of the building. The construction cost of this building improvement is estimated to be approximately \$17,390 and meets the requirements of Level A-1 which requires that 100% of the construction costs must be for exterior improvements.
15. Redevelopment Project 119 W Kansas. This project consists of one parcel (Clay County parcel No. 15114000602000). Owner: Heritage Auction Co. Inc. This project consists of remove and replace front window with thermal units, remove doors and frames and furnish 5 new door frames, prime and paint exterior trims, windows and soffits, apply reflective silver coating on roof. Interior improvements include moving HVAC, installing new spiral ductwork, new supply, return and flu. The construction cost of this building improvement is estimated to be approximately \$38,156 and meets the requirement of level A-2 which required that 50% of the construction costs must be for exterior improvements.
16. Expansion of Redevelopment Area. 225 W Mississippi and 231 W Mississippi (2016 Clay County Parcel No. 15114001200200 and 15114001200300). Owner: Senior Living Developments Holdings LLC. This amendment to the Redevelopment Plan consists of adding two parcels

(currently located with the Chapter 353 Downtown Liberty Residential Area) to the Chapter 353 Downtown Area Redevelopment Project.

17. Redevelopment Project 201 Mississippi. 201 W Mississippi consists of four parcels (2016 Clay County Parcel No. 15114001200300; 15114001200200; 15114001200100; 15114001201400) Owner: Senior Living Developments Holdings LLC. This amendment to the Redevelopment Plan consists of redeveloping the land to add 38 units of rental property in 7 buildings. This project relates to P & Z Case 17-21R&PDP. The construction cost of these building improvements are estimated to be approximately \$5,018,285 including site improvements. The construction cost excluding site improvements equal \$4,232,889. The project will pay a PILOT payment equal to the land value plus 50% of improvement value.
18. Redevelopment Project 246 Mill. 246 Mill consists of one parcel (2016 Clay County Parcel No. 15114001402200) Owner: Mill Street Properties, LLC. This amendment to the Redevelopment Plan consists of removal and replacement of fascia and doors, repaint block, brick and exterior fascia, remove and replace roofing material, repair roof vent, gutter and downspout. Mill asphalt, repair to fill all pot holes, and stripe parking lot. Install standing seam metal awning, new wall lanterns and new sign. Interior improvements include new bi-fold doors, framing, drywall, removal of popcorn texture, rough in plumbing, paint baseboard, door and window trim, install track lighting, add new walls, wiring, cabinetry and counter top. The construction cost are estimated to be \$59,763 and meets the requirement of A-2 which requires 50% of the improvements be exterior.
19. Redevelopment Project 105 E Mill. 105 E Mill consists of one parcel (2016 Clay County Parcel No. 15118000100401). Owner: Meliora, LLC. This amendment to the Redevelopment Plan consists of reconstruction of parking lot, demolish, remove and replace section of sidewalk, new ADA ramp in sidewalk, new wall sign, and new storefront work. Interior work includes adding a new bathroom and remodeling office. The construction costs are estimated to be \$98,056 and meets the requirement of A-2 which requires 50% of the improvements be exterior.
20. Redevelopment Project 131 S Water. 131 S Water consists of one parcel (2017 Clay County Parcel No. 15118000100400). Owner: Corbin Mills, LLC. This amendment to the Redevelopment Plan consists of rehabilitation of the property known as Corbin Mill. It includes adding a restaurant, shared co-work space, an event space, retail space and landscape. Total construction cost is \$401,231 of which 204,608 is exterior. The project meets the requirements of Level C.
21. Redevelopment Project 2 N Main. 2 N Main consists of two parcels (2017 Clay County Parcel No. 15114000504500 and 15114000504501). Owner:

- Hubert and Norma Altis. This amendment to the Redevelopment Plan consists of rehabilitation of the property to include removing wood shingles from front of building, replacing windows, repairing brick and tuck point as needed. Replacing windows on Kansas side of building and repairing window openings as needed (depending upon budget). Total construction cost is \$74,000. All of the improvements are exterior. The project meets the requirement of Level A-2.
22. Redevelopment Project 104 W Kansas. 104 W Kansas consists of one parcel (2017 Clay County Parcel No. 15114000603301). Owner: Granco Investments 104 LLC. This amendment to the Redevelopment Plan consists of rehabilitation of this property to include a new façade, landscaping, new doors and fencing. Interior improvements include new flooring, reconfigure the space with new framing and drywall. Total construction cost is \$150,825. The project meets the requirement of Level B.
23. Redevelopment Project 110/112 E Kansas. 110/112 E Kansas consists of one parcel (2018 Clay County Parcel No. 15114000303102). Owner: Hatcher Investments LLC. This amendment to the Redevelopment Plan consists of rehabilitation of this property in include a new HVAC unit, new signs, awnings gutter and stucco repair. Interior improvements include new flooring, lights, bar top electrical and plumbing. Total construction cost is \$56,956. The project meets the requirement of Level A-2.
24. Redevelopment Project 2 S Main. 2 S Main consists of one parcel (2018 Clay County Parcel No. 15114000504400). Owners: Jerome E Brant and Lorraine J Brant, Ronald C Mullennix and Kathy Mullennix, Rodney A Ames and Kimberlee N Ames, and Ward K Brown and Michelle Spence Brown. This amendment to the Redevelopment Plan consists of cleaning and painting all metal trim and wood windows throughout. Repairing cracked and water damaged stucco. Repairing and painting exterior walls, seal coating and striping parking lot. Retile copy room and break area, new counter tops, repaint walls/shelves. Paint two offices, entryway and conference area, add chair rail and re-carpet lower level. Total construction cost is \$47,550. The project meets the requirement of Level A-2.
25. Redevelopment Project 124 Gallatin. 124 Gallatin consists of one parcel (2018 Clay County Parcel No. 15114000604000). Owners: Capstone Homes, LLC. This amendment to the Redevelopment Plan consists of demolition of north addition, rear deck and rebuild upper rear addition, new roof, repaint exterior, replace windows, repair 3 chimneys, tuck-pointing various locations, move doors, and repair bulge in wall. Interior improvements include replacement of all plumbing, replacement of electrical, new HVAC system, and replace cabinets and vanities. Total

construction cost is \$217,578. The project meets the requirement of Level B.

26. Redevelopment Project 17 W Kansas. 17 W Kansas consists of one parcel (2018 Clay County Parcel 15114000503100). Owners: Off The Square LLC. This amendment to the Redevelopment Plan consists of painting the exterior, repair and refinish bottom plaster around building, and install new roof. Total construction cost is \$47,751. The project meets the requirement of Level A-2.
27. Redevelopment Project 118 N Main. 118 N Main consists of one parcel (2019 Clay County Parcel 15114000505800). Owners: 118 BUILDING LLC. This amendment to the Redevelopment Plan consists of upgrading the electrical, building new interior walls replacing exterior doors and windows, rerouting the gas meter, remove, upgrade and reroute duct work for HVAC system and upgrade exterior with new stucco. Total construction cost is \$69,702. The project meets the requirement of Level A-2.
28. Redevelopment Project 22 N Main. 22 N Main consists of one parcel (2020 Clay County Parcel 15114000505400). Owners: Liberty Town Square, LLC. This amendment to the Redevelopment Plan consists of replacing the windows, weather stripping and framing around windows, electrical service upgrade, and hardwood floors. Total constructions cost is \$103,167. The project meets the requirements of Level A-2.
29. Redevelopment Project 12 N Main. 12 N Main consists of one parcel (2021 Clay County Parcel 15114000504900). Owners: Mathes Investments LLC. This amendments to the Redevelopment Plan consist of replacing windows, exterior door, tuckpoint, paint, seal and replacing sills. Totals construction cost is \$122,000. The project meets the requirement of Level A-2.
30. Redevelopment Project 117 W Kansas Street. 117 W Kansas Street consists of one parcel (2021 Clay County Parcel 15114000602000). Owners: Heritage Auction Co., Inc. This amendment to the Redevelopment Plan consists of windows and doors, roof, concrete and landscape, and paint on the exterior of the building. Replacement of windows, exterior finish around windows, door, concrete, HVAC and painting the exterior. Interior finishes include bathroom demo and repair, drywall repair, floor coverings and interior lighting.
31. Redevelopment Project 18 N Main Street. 18 N Main St consists of one parcel (2021 Clay County Parcel 15114000505200). Owners: Hubert D & Norma D Altis. This amendment to the Redevelopment Plan consists removal of the front of the existing building and replace. Leaded glass door will be restored and replaced. Removal of windows and façade and installation of new windows. Removal of shingles and replace with new.

32. Redevelopment Project 20 N Main Street. 20 N Main St consists of one parcel (2021 Clay County Parcel 15114000505300). Owners: Daryl A Mace. This amendment to the Redevelopment Plan consists removal of the rotted and weathered wood from 2nd story window and replace as needed. Paint new wood, apply sealant around windows. Remove scaling stucco and apply new stucco to match the rest of the front of the building. Caulk and seal around windows. Repaint front of building with paint and repaint sign on building (Mace Shoe Repair) remove damaged entry step to apartments and replace.

D. Partial Real Property Tax Abatement

For the real property which is the subject of a redevelopment project approved by the City Council pursuant to an amendment to this Development Plan, this Development Plan proposes that partial real property tax abatement be granted to such real property in accordance with Chapter 353 and subject to the terms of and limitations under the City's Chapter 353 Tax Abatement Redevelopment Incentive Policy, as amended from time to time ("353 Policy"), and the City's Chapter 353 Property Tax Abatement Liberty Downtown Area Program Guidelines, as amended from time to time ("Downtown Guidelines") attached hereto as **Exhibit D**. The granting of such partial real property tax abatements are subject to and conditioned upon (i) the subject redevelopment project being in compliance with the 353 Policy and Downtown Guidelines, (ii) the subject real property owners executing a Development Agreement between the City, the LMRC and the owner for the implementation of the subject redevelopment project, and (iii) approval of the City Council as described below.

In accordance with Chapter 353, no partial real property tax abatement for any redevelopment project approved by an amendment to this Development Plan shall become effective until the City Council: (1) furnishes each political subdivision whose boundaries for ad valorem taxation purposes include any portion of the real property to be affected by such tax abatement or exemption ("Taxing Districts") with a written statement of the impact on ad valorem taxes such tax abatement or exemption will have on such political subdivisions ("Tax Impact Analysis") and written notice of the hearing to be held in accordance with R.S.Mo. § 353.110.2; (2) conducts a public hearing regarding such tax abatement or exemption, at which hearing all Taxing Districts shall have the right to be heard on such grant of tax abatement or exemption; and (3) enacts an ordinance which provides for expiration of development rights, including the rights of eminent domain and tax abatement, in the event of failure of the LMRC to acquire ownership of property within the Redevelopment Area. Such ordinance shall provide for a duration of time within which such property must be acquired, and may allow for acquisition of property under the plan in phases. A copy of each Tax

Impact Analysis provided for a redevelopment project added to this Development Plan by amendment shall be attached hereto as **Exhibit E**.

- A. For informational purposes only, the Redevelopment Project (Pilot) 12 West Kansas, was granted the following partial real property tax abatement:

Redevelopment Project (Pilot) 12 West Kansas was granted partial real property tax abatement for 10 years based on the taxation of the assessed value of the property's land only, as determined in the year prior to activation, as described in R.S.Mo. § 353.110.1.

- B. The Amended Development Plan proposes the following tax abatement for properties within the Redevelopment Project:

AMENDMENT 1. The 15 West Franklin Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 2. The 14 East Franklin Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 3. The 112 N. Water Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial

ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 4. The 17 E Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 5. The 1 E Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 3553.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

After the ten (10) year period above-described, and for the next three (3) years, taxes paid on the real property shall be measured by the assessed valuation as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of the real property, including any improvements thereon.

AMENDMENT 6. The 100 W Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 7. The 6 E Franklin Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land

is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 8. The expansion of the Redevelopment Area by including 225 and 231 W Mississippi will add two parcels to the Downtown Area Redevelopment Project. These two parcels are currently included within the Chapter 353 Downtown Liberty Residential Area which was found and determined to be a blighted area by Ordinance No. 10236.

The 201 W Mississippi Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements and increased land value only) and then five (5) years of tax abatement at 50% of the true value of such real property, including and improvements thereon in accordance with Section 3534.110.1, RSMo.
(REPEALED as part of Ninth Amendment)

AMENDMENT 9. The 110 N Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 10. The 1 & 5 N Water Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

After the ten (10) year period above-described, and for the next five (5) years, taxes paid on the real property shall be measured by the assessed valuation as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of the real property, including any improvements thereon in accordance with Section 3534.110.1, RSMo.

AMENDMENT 11. The 112 Franklin Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

After the ten (10) year period above-described, and for the next five (5) years, taxes paid on the real property shall be measured by the assessed valuation as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of the real property, including any improvements thereon in accordance with Section 353.110.1, RSMo.

AMENDMENT 12. The 16 N Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 13. The 7 E Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 14. The 117 N Water Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 15. The 117 W Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement

is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 16. The expansion of the Redevelopment Area by including 225 and 231 W Mississippi will add two parcels to the Downtown Area Redevelopment Project. These two parcels are currently included within the Chapter 353 Downtown Liberty Residential Area which was found and determined to be a blighted area by Ordinance No. 10236.

AMENDMENT 17. The 201 W Mississippi Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). The developer will provide a PILOT payment in the amount of 50% of the assessed valuation of the improvements assessed by the Assessor of Clay County. Land is still taxed in accordance with the statute.

AMENDMENT 18. The 246 Mill Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 19. The 105 E Mill Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 20. The 131 S Water Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

After the ten (10) year period above-described, and for the next five (5) years, taxes paid on the real property shall be measured by the assessed valuation as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of the real property, including any improvements thereon in accordance with Section 3534.110.1, RSMo.

AMENDMENT 21. The 2 N Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 22. The 104 W Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

After the ten (10) year period above-described, and for the next three (3) years, taxes paid on the real property shall be measured by the assessed valuation as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of the real property, including any improvements thereon in accordance with Section 3534.110.1, RSMo.

AMENDMENT 23. The 110/112 E Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 24. The 2 S Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the

abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 25. The 124 Gallatin Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

After the ten (10) year period above-described, and for the next three (3) years, taxes paid on the real property shall be measured by the assessed valuation as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of the real property, including any improvements thereon in accordance with Section 353.110.1, RSMo.

AMENDMENT 26. The 17 W Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 27. The 118 N Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisitions by the LMRC.

AMENDMENT 28. The 22 N Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 29. The 12 N Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value

only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 30. The 117 W Kansas Street Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 31. The 18 N Main Street Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 32. The 20 N Main Street Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

E. Relocation Policy

The LMRC will comply with all requirements concerning the provision of relocation assistance as provided for by Chapter 523, RSMo.

Exhibits to LMRC Downtown Development Plan

- A. Redevelopment Area Map
- B. Parcels Located within Redevelopment Area
- C. 353 Blight Analysis
- D. Liberty Downtown Area Program Guidelines
- E. Tax Impact Analyses and Redevelopment Project Applications
 - i. To be attached for each Redevelopment Project

EXHIBIT A Redevelopment Area Map

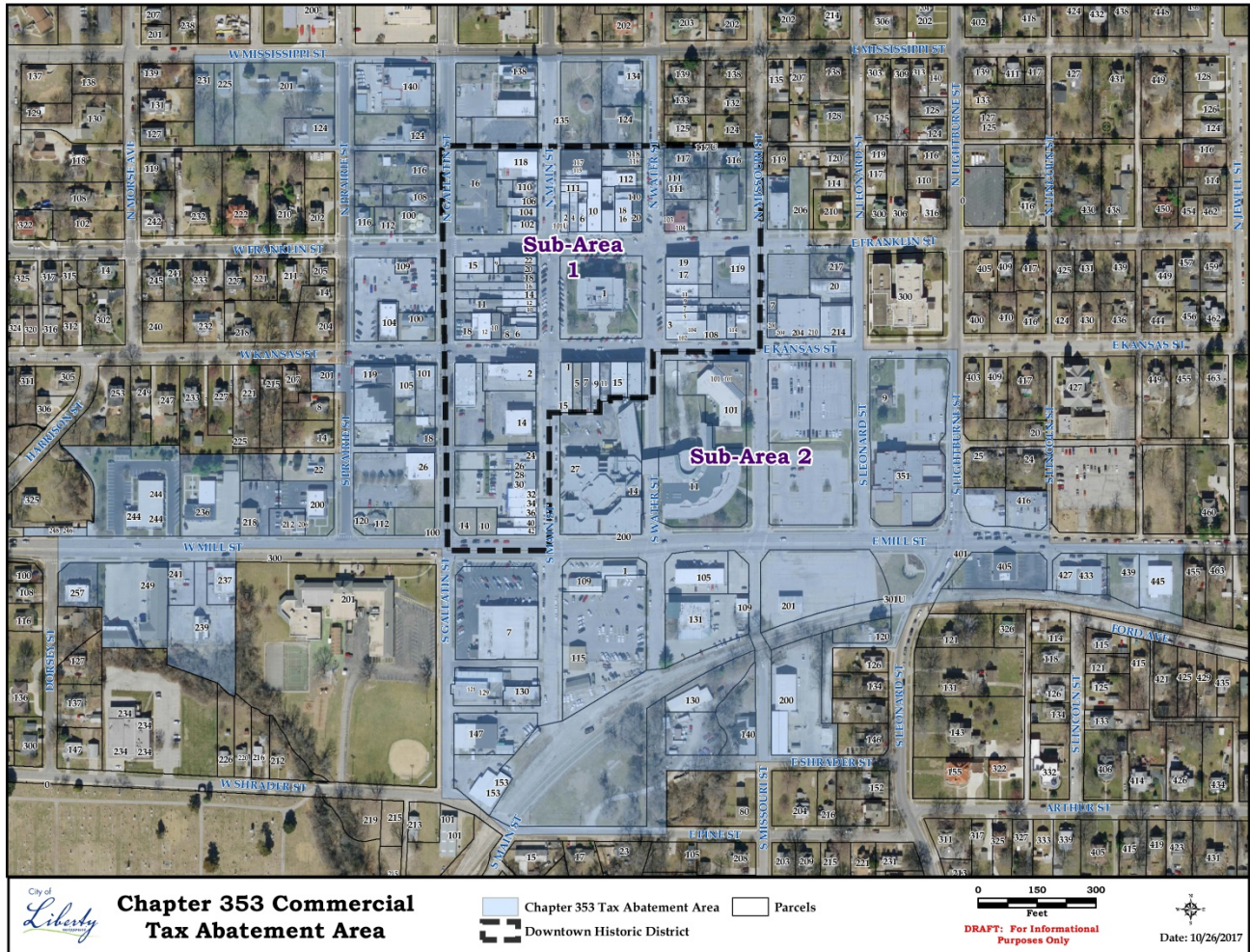


EXHIBIT B
Parcels located within the Redevelopment Area

County Parcel ID	Site Address
15114001402400	000236 W MILL ST
15114001402200	000246 W MILL ST
15114000504500	000002 N MAIN ST
15118000200200	000237 W MILL ST
15114001403000	000200 W MILL ST
15114000603300	000100 W KANSAS ST
15114000504900	000012 N MAIN ST
15114000303900	000112 E FRANKLIN ST
15118000100700	000007 W MILL ST
15114000604000	000124 N GALLATIN ST
15114000602100	000000 S PRAIRIE ST
15114001403200	000000 S PRAIRIE ST
15114000404300	000124 N WATER ST
15114000505100	000016 N MAIN ST
15114000602000	000119 W KANSAS ST
15114000302400	000111 N WATER ST
15114000502400	000000 N GALLATIN ST
15114001403100	000022 S PRAIRIE ST
15114000504700	000008 N MAIN ST
15114000203600	000020 N LEONARD ST
15114000302300	000117 N WATER ST
15118000200300	000249 W MILL ST
15114000302600	000019 N WATER ST
15114000505900	000124 N MAIN ST
15114000404400	000134 N WATER ST
15114000404100	000112 N WATER ST
15114000601400	000116 W FRANKLIN ST
15114000303800	000119 E FRANKLIN ST
15114000403000	000005 E KANSAS ST
15114000504400	000002 S MAIN ST
15114000505700	000110 N MAIN ST
15114000403600	000015 E KANSAS ST
15114000505500	000100 N MAIN ST
15118000100400	000131 S WATER ST
15114000304000	000116 N MISSOURI ST
15114000503700	000040 S MAIN ST
15114000505200	000018 N MAIN ST
15114000502600	000009 W FRANKLIN ST
15114000503600	000042 S MAIN ST

15118000100401	000105 E MILL ST
15114000402700	000001 COURTHOUSE SQUARE
15114000102100	000351 E KANSAS ST
15115000800300	000427 E MILL ST
15114000402100	000117 N MAIN ST
15114000202600	000007 N MISSOURI ST
15114000302700	000011 N WATER ST
15114000603900	000116 N GALLATIN ST
15114000603200	000105 W KANSAS ST
15114000402500	000006 E FRANKLIN ST
15114000402400	000004 E FRANKLIN ST
15114000505600	000104 N MAIN ST
15114000403800	000014 E FRANKLIN ST
15114000601500	000116 W FRANKLIN ST
15114000601600	000112 W FRANKLIN ST
15114000503100	000017 W KANSAS ST
15114000402800	000009 E KANSAS ST
15114000402300	000002 E FRANKLIN ST
15114000402600	000010 E FRANKLIN ST
15114000302800	000009 N WATER ST
15118000200202	000241 W MILL ST
15115000800600	000445 E MILL ST
15114000403500	000017 E KANSAS ST
15115000701600	000416 E MILL ST
15114000203400	000214 E KANSAS ST
15118000501400	000120 S LEONARD ST
15114000202500	000000 E FRANKLIN ST
15114000303300	000101 E KANSAS ST
15114001201400	000124 N PRAIRIE ST
15118000100500	000109 S MAIN ST
15114000302900	000007 N WATER ST
15114000505000	000014 N MAIN ST
15114000602300	000112 W MILL ST
15115000701500	000400 E MILL ST
15114000602900	000018 S GALLATIN ST
15114000503500	000010 W MILL ST
15114000504200	000028 S MAIN ST
15114000404200	000116 N WATER ST
15114000502900	000018 W KANSAS ST
15114001200100	000201 W MISSISSIPPI ST
15114000402401	000111 N MAIN ST
15114000603700	000100 W FRANKLIN ST
15114000402900	000007 E KANSAS ST

15114000502500	000016 W FRANKLIN ST
15114000504300	000014 S MAIN ST
15118000101100	000147 S GALLATIN ST
15114000604100	000140 N GALLATIN ST
15118000200201	000239 W MILL ST
15114000603100	000101 W KANSAS ST
15114000601700	000000 W FRANKLIN ST
15114000503400	000014 W MILL ST
15114001402900	000208 W MILL ST
15114000502800	000015 W FRANKLIN ST
15114001400100	000201 W KANSAS ST
15114000603301	000104 W KANSAS ST
15114000202900	000000 N MISSOURI ST
15114000505400	000022 N MAIN ST
15114000202300	000204 E FRANKLIN ST
15114000403200	000014 S WATER ST
15114000603800	000108 N GALLATIN ST
15114000302500	000104 E FRANKLIN ST
15114000404000	000020 E FRANKLIN ST
15114000403900	000016 E FRANKLIN ST
15114000505800	000118 N MAIN ST
15114000603600	000109 W FRANKLIN ST
15114000202700	000200 E KANSAS ST
15114000403100	000001 E KANSAS ST
15115000800500	000439 E MILL ST
15115000800200	000405 E MILL ST
15114000203300	000000 S LEONARD ST
15118000100100	000201 E MILL ST
15118000500200	000000 S WATER ST
15114001403300	000000 S PRAIRIE ST
15114001402500	000218 W MILL ST
15118000500300	000140 S MISSOURI ST
15114000602500	000000 S GALLATIN ST
15114000506000	000138 N MAIN ST
15114000505300	000020 N MAIN ST
15114000203700	000217 E FRANKLIN ST
15114000502700	000011 W FRANKLIN ST
15114000504600	000004 N MAIN ST
15118000100600	000115 S MAIN ST
15114000503001	000010 W KANSAS ST
15114000503200	000024 S MAIN ST
15118000100402	000000 S MISSOURI ST
15114000401700	000000 N MAIN ST

15114000403700	000011 E KANSAS ST
15114001402300	000244 W MILL ST
15114000303200	000011 S WATER ST
15118000500900	000200 E SHRADER ST
15114000602700	000026 S GALLATIN ST
15114000504800	000010 N MAIN ST
15118000101200	000153 S GALLATIN ST
15114000202800	000204 E KANSAS ST
15114000503000	000012 W KANSAS ST
15118000200400	000257 W MILL ST
15118000100800	000121 S GALLATIN ST
15114000303100	000001 N WATER ST
15118000101000	000130 S MAIN ST
15114000202400	000206 E FRANKLIN ST
15118000500100	000130 S MISSOURI ST
15114001200300	000231 W MISSISSIPPI
15114001200200	000225 W MISSISSIPPI
15114000303102	000110 E KANSAS

EXHIBIT C

353 BLIGHT ANALYSIS

**(ON FILE – CITY OF LIBERTY
ADMINISTRATION OFFICE)**

EXHIBIT D

LIBERTY DOWNTOWN AREA GUIDELINES

**(ON FILE – CITY OF LIBERTY
ADMINISTRATION OFFICE)**

EXHIBIT E

TAX IMPACT ANALYSES AND REDEVELOPMENT PROJECT APPLICATIONS

1. 12 West Kansas (On file-City of Liberty Administration Office)

AMENDMENTS:

1. 15 West Franklin (On file-City of Liberty Administration Office)
2. 14 East Franklin (On file – City of Liberty Administration Office)
3. 112 N. Water (On file – City of Liberty Administration Office)
4. 17 E. Kansas (On file – City of Liberty Administration Office)
5. 1 E Kansas (On file – City of Liberty Administration Office)
6. 100 W Kansas (On file – City of Liberty Administration Office)
7. 6 E Franklin (On file – City of Liberty Administration Office)
8. Area Amendment and 201 W Mississippi (terminated)
9. 110 N Main – (On file – City of Liberty Administration Office)
10. 1 & 5 N Water – (On file – City of Liberty Administration Office)
11. 112 Franklin – (On file – City of Liberty Administration Office)
12. 16 N Main – (On file – City of Liberty Administration Office)
13. 7 E Kansas – (On file – City of Liberty Administration Office)
14. 117 N Water – (On file – City of Liberty Administration Office)
15. 117 W Kansas – (On file – City of Liberty Administration Office)
16. Area Amendment of 225 and 231 W Mississippi
17. 201 Mississippi – (On file – City of Liberty Administration Office)
18. 246 Mill – (On file- City of Liberty Administration Office)
19. 105 E Mill – (On file- City of Liberty Administration Office)
20. 131 S Water – (On file- City of Liberty Administration Office)
21. 2 N Main – (On file- City of Liberty Administration Office)
22. 104 W Kansas – (On file- City of Liberty Administration Office)
23. 110/112 E Kansas – (On file – City of Liberty Administration Office)
24. 2 S Main – (On file – City of Liberty Administration Office)
25. 124 Gallatin – (On file – City of Liberty Administration Office)
26. 17 W Kansas – (On file – City of Liberty Administration Office)
27. 118 N Main – (On file – City of Liberty Administration Office)
28. 22 N Main – (On file – City of Liberty Administration Office)
29. 12 N Main - (On file – City of Liberty Administration Office)
30. 117 W Kansas Street – (On file – City of Liberty Administration Office)
31. 18 N Main Street - (On file – City of Liberty Administration Office)
32. 20 N Main Street – Attached

**TAX IMPACT ANALYSIS
AND
APPLICATION
20 N Main Street**



**20 N Main Street Redevelopment
353 Redevelopment Plan - Tax Impact Analysis
(353 Benefits Summary)**

353 Year	Taxes Paid No Project	Actual Taxes Pd With 353	Benefit of 353 To Project	Taxing District Impact	Taxes Pd incl Imp w/o 353
1	2,730	582	2,404	-2,148	2,986
2	2,730	582	2,404	-2,148	2,986
3	2,685	582	2,464	-2,103	3,046
4	2,685	582	2,464	-2,103	3,046
5	2,640	582	2,525	-2,058	3,107
6	2,640	582	2,525	-2,058	3,107
7	2,596	582	2,587	-2,015	3,169
8	2,596	582	2,587	-2,015	3,169
9	2,554	582	2,650	-1,972	3,232
10	2,554	582	2,650	-1,972	3,232
Total (Gross)	26,410	5,819	25,260	-20,591	31,079
Total (NPV)	18,633	4,087	17,625	-14,546	21,712

Taxing District	Rate	% of Total Rate	Tax District Impact										
			Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	TOTAL
City of Liberty - General	0.7538												
City of Liberty - Parks	0.1367												
Subtotal	0.8905	10.6519%	-229	-229	-224	-224	-219	-219	-215	-215	-210	-210	-2,193
County General	0.0250												
County Roads & Bridges	0.0697												
Subtotal	0.0947	1.5510%	-33	-33	-33	-33	-32	-32	-31	-31	-31	-31	-319
Senior Citizens	0.0427	0.5616%	-12	-12	-12	-12	-12	-12	-11	-11	-11	-11	-116
Development Disabilities	0.1028	1.3539%	-29	-29	-28	-28	-28	-28	-27	-27	-27	-27	-279
Health Tax	0.0857	1.1257%	-24	-24	-24	-24	-23	-23	-23	-23	-22	-22	-232
Hospital Tax	0.1352	1.7912%	-38	-38	-38	-38	-37	-37	-36	-36	-35	-35	-369
Liberty Public School	5.9277	77.1345%	-1,657	-1,657	-1,622	-1,622	-1,588	-1,588	-1,554	-1,554	-1,521	-1,521	-15,883
Library District	0.3240	4.3413%	-93	-93	-91	-91	-89	-89	-87	-87	-86	-86	-894
Mental Health Tax	0.0857	1.1256%	-24	-24	-24	-24	-23	-23	-23	-23	-22	-22	-232
KCJC	0.2028												
State Levy	0.0300	0.3585%	-8	-8	-8	-8	-7	-7	-7	-7	-7	-7	-74
Subtotal	7.9218	99.9952%	-2,148	-2,148	-2,103	-2,103	-2,058	-2,058	-2,014	-2,014	-1,972	-1,972	-20,590
Sur Tax	0.0000	100.00%	0	0	0	0	0	0	0	0	0	0	0
TOTAL	7.9218	%	-2,148	-2,148	-2,103	-2,103	-2,058	-2,058	-2,014	-2,014	-1,972	-1,972	-20,590

**20 N Main St Redevelopment Corporation
353 Redevelopment Plan - Tax Impact Analysis
(Assumptions)**

Real Property Levy Rates (2022)

District	Levy
City of Liberty	0.8905%
Liberty School District	5.9277%
Library Tax	0.3240%
County Services	0.0947%
Hospital Tax	0.1352%
Developmental Disabilities	0.1028%
Health Tax	0.0857%
Mental Health Tax	0.0857%
Senior Citizen Service Fund	0.0427%
State Tax	0.0300%
KCJC	0.2028%
Total Commercial Levy - Land and Improvements	7.9218%

Assessment Rates

Commercial Real Property	32.00%
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Development / Abatement Schedule

20 N Main Street	
Date Construction Completed	9/30/2022
Year Abatement Activated	2022
Year Land Only Valuation	2022

Growth, Depreciation and Discount Rates

Growth With Project		Depreciation Without Project	
Semi-Annual Growth Land	2.0%	Semi-Annual Depreciation Land	0.0%
Semi-Annual Growth Improvements	2.0%	Semi-Annual Depreciation Improvements	2.0%
Discount Rate	7.0%		

Pre and Post-Redevelopment Real Property Values

20 N Main Street			
Initial Appraised Value Land (2022) (LNDVALUE)	\$18,000	Initial Assessed Value Land	\$5,760
Initial Appraised Value Improvements (2022) (IMPVALUE)	\$89,700	Initial Assessed Value Improvements	\$28,704
Post-Redevelopment Appraised Value Land (2022)	\$18,360	Post-Redevelopment Assessed Value Land	\$5,875
Post-Redevelopment Appraised Value Improvements (2022)	\$99,432	Post-Redevelopment Assessed Value Improvements	\$31,818

Property Information

Clay County Parcel ID 15114000505300 Location: 20 N Main Street Property Owner: Daryl Mace (Mace Shoe Repair)		Total Land Acreage (SF)	
2022 Land Appraised Value (LNDVALUE)		Total Improvement Square Footage	
2022 Improvement Appraised Value (IMPVALUE)		% total land value	100%
		% total improvement value	100%
			100%
Cost of 20 N Main Street (Investment)			
20 N Main Street in Post-Dev Appraised Value (Increase)			

Notes

**20 N Main Street
LMRC
353 Redevelopment Plan - Tax Impact Analysis
(Taxes with 353)**

20 N Main Street

353 Year	Calendar Year	Appraised Value of Land	Appraised Value of Improvements	Assessed Value of Land	Assessed Value of Improvements		Full Taxes	Land Taxes	District: Levy Rate: PILOT %:	City of Liberty 0.8905% 11.24%	Liberty School District 5.9277% 74.83%	Library Tax 0.3240% 4.09%	County Services 0.0947% 1.20%	Hospital Tax 0.1352% 1.71%	Developmental Disabilities 0.1028% 1.30%	Health Tax 0.0857% 1.08%	Mental Health Tax 0.0857% 1.08%	Senior Citizen Service Fund 0.0427% 0.54%	State Tax 0.0300% 0.38%	KCJC 0.2028% 2.56%	TOTAL 7.9218% 100%	Total Taxes paid 10 yrs
1	2022	18,360	99,432	5,760	0		2,986	582		65	435	24	7	10	8	6	6	3	2	15	582	582
2	2023	18,360	99,432	5,760	0		2,986	582		65	435	24	7	10	8	6	6	3	2	15	582	582
3	2024	18,727	101,421	5,760	0		3,046	582		65	435	24	7	10	8	6	6	3	2	15	582	582
4	2025	18,727	101,421	5,760	0		3,046	582		65	435	24	7	10	8	6	6	3	2	15	582	582
5	2026	19,102	103,449	5,760	0		3,107	582		65	435	24	7	10	8	6	6	3	2	15	582	582
6	2027	19,102	103,449	5,760	0		3,107	582		65	435	24	7	10	8	6	6	3	2	15	582	582
7	2028	19,484	105,518	5,760	0		3,169	582		65	435	24	7	10	8	6	6	3	2	15	582	582
8	2029	19,484	105,518	5,760	0		3,169	582		65	435	24	7	10	8	6	6	3	2	15	582	582
9	2030	19,873	107,628	5,760	0		3,232	582		65	435	24	7	10	8	6	6	3	2	15	582	582
10	2031	19,873	107,628	5,760	0		3,232	582		65	435	24	7	10	8	6	6	3	2	15	582	582
							Total Taxes / PILOTs			\$654	\$4,354	\$238	\$70	\$99	\$76	\$63	\$63	\$31	\$22	\$149		\$5,819

**20 N Main Street
LMRC
353 Redevelopment Plan - Tax Impact Analysis
(Taxes without 353)**

20 N Main Street

353 Year	Calendar Year	Appraised Value of Land	Appraised Value of Improvements	Assessed Value of Land	Assessed Value of Improvement s	District: Levy Rate:	City of Liberty 0.8905%	Liberty School District 5.9277%	Library Tax 0.3240%	County Services 0.0947%	Hospital Tax 0.1352%	Developmental Disabilities 0.1028%	Health Tax 0.0857%	Mental Health Tax 0.0857%	Senior Citizen Service 0.0427%	State Tax 0.0300%	KCJC 0.2028%	TOTAL 7.9218%			Total Taxes
1	2022	18,360	99,432	5,875	31,818		336	2,234	122	36	51	39	32	32	16	11	76			2,986	
2	2023	18,360	99,432	5,875	31,818		336	2,234	122	36	51	39	32	32	16	11	76			2,986	
3	2024	18,727	101,421	5,993	32,455		342	2,279	125	36	52	40	33	33	16	12	78			3,046	
4	2025	18,727	101,421	5,993	32,455		342	2,279	125	36	52	40	33	33	16	12	78			3,046	
5	2026	19,102	103,449	6,113	33,104		349	2,325	127	37	53	40	34	34	17	12	80			3,107	
6	2027	19,102	103,449	6,113	33,104		349	2,325	127	37	53	40	34	34	17	12	80			3,107	
7	2028	19,484	105,518	6,235	33,766		356	2,371	130	38	54	41	34	34	17	12	81			3,169	
8	2029	19,484	105,518	6,235	33,766		356	2,371	130	38	54	41	34	34	17	12	81			3,169	
9	2030	19,873	107,628	6,360	34,441		363	2,419	132	39	55	42	35	35	17	12	83			3,232	
10	2031	19,873	107,628	6,360	34,441		363	2,419	132	39	55	42	35	35	17	12	83			3,232	
						Total Taxes	\$3,494	\$23,255	\$1,271	\$372	\$530	\$403	\$336	\$336	\$168	\$118	\$796				\$31,079

**20 N Main Street
LMRC
353 Redevelopment Plan - Tax Impact Analysis
(Taxes if Project does not Occur)**

20 N Main Street

353 Year	Calendar Year	Appraised Value of Land	Appraised Value of Improvements	Assessed Value of Land	Assessed Value of Improvements	District: Levy Rate:	City of Liberty 0.8905%	Liberty School District 5.9277%	Library Tax 0.3240%	County Services 0.0947%	Hospital Tax 0.1352%	Developmental Disabilities 0.1028%	Health Tax 0.0857%	Mental Health Tax 0.0857%	Senior Citizen Service 0.0427%	State Tax 0.0300%	KCJC 0.2028%	TOTAL 7.9218%	Total Taxes
1	2022	18,000	89,700	5,760	28,704		307	2,043	112	33	47	35	30	30	15	10	70		2,730
2	2023	18,000	89,700	5,760	28,704		307	2,043	112	33	47	35	30	30	15	10	70		2,730
3	2024	18,000	87,906	5,760	28,130		302	2,009	110	32	46	35	29	29	14	10	69		2,685
4	2025	18,000	87,906	5,760	28,130		302	2,009	110	32	46	35	29	29	14	10	69		2,685
5	2026	18,000	86,148	5,760	27,567		297	1,976	108	32	45	34	29	29	14	10	68		2,640
6	2027	18,000	86,148	5,760	27,567		297	1,976	108	32	45	34	29	29	14	10	68		2,640
7	2028	18,000	84,425	5,760	27,016		292	1,943	106	31	44	34	28	28	14	10	66		2,596
8	2029	18,000	84,425	5,760	27,016		292	1,943	106	31	44	34	28	28	14	10	66		2,596
9	2030	18,000	82,736	5,760	26,476		287	1,911	104	31	44	33	28	28	14	10	65		2,554
10	2031	18,000	82,736	5,760	26,476		287	1,911	104	31	44	33	28	28	14	10	65		2,554
							Total Taxes	\$2,969	\$19,762	\$1,080	\$316	\$451	\$343	\$286	\$286	\$142	\$100	\$676	\$26,410



CITY COUNCIL ACTION REPORT

Meeting Date: March 13, 2023

A/R No.: 2023-424

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: ORDINANCE ADOPTING AND APPROVING THE AMENDED DEVELOPMENT PLAN FOR THE DOWNTOWN AREA REDEVELOPMENT PROJECT (INCLUDING THIRTY-THIRD AMENDMENT FOR THE 20 E FRANKLIN PROJECT) SUBMITTED BY THE LIBERTY MUNICIPAL REDEVELOPMENT CORPORATION, REAFFIRMING THE FINDING THAT THE PROPERTY WITHIN SAID AMENDED DEVELOPMENT PLAN IS A BLIGHTED AREA IN NEED OF DEVELOPMENT AND REDEVELOPMENT AS DETERMINED IN ORDINANCE NO. 9794 AND ORDINANCE NO. 10820, AUTHORIZING CERTAIN TAX ABATEMENT WITHIN THE REDEVELOPMENT AREA DESCRIBED WITHIN THE AMENDED DEVELOPMENT PLAN; AUTHORIZING EXECUTION OF A 353 DEVELOPMENT AGREEMENT FOR IMPLEMENTATION OF THE 20 E FRANKLIN REDEVELOPMENT PROJECT; AND PROVIDING FOR EXPIRATION OF DEVELOPMENT RIGHTS

Summary:

- The owner of the property, The Canuteson Group ("20 E Franklin Owners") desires to utilize the Chapter 353 program to improve and remove blighting factors from the property ("20 E Franklin").
- The cost of improvements that are included within the tax abatement request is \$87,700. Approximately \$43,850 is exterior work and \$43,850 is interior work.
- The project qualifies for Level A-2 of abatement (10 years 100% improvement value abatement) and meets the requirement that 50% of improvements must be exterior.

Background:

This amendment to the Redevelopment Plan consists of in-kind repairs to the stucco. The project includes replacement of the lower (non-original) six windows with six Andersen A-Series Double Hung Windows which are 54X58 to match the existing ones; repairs to the South Elevation/ Front Façade with like in kind replacement of the front deteriorated wood band; like in kind replacement of the planter box; replacement of the three (non-original) windows with Andersen A-Series double-hung windows which are 34X70 +/- each (see exhibit D); replace the front door with a Masonite fiberglass two-panel half lite door (see exhibit E) and wood trim around the entry door; remove the colonial trim and install appropriate casing; like in kind replacement of the base wood trim; repair the trim band above the three storefront windows; replace the existing lantern and install a second lantern on the right side of the door; and add a new fabric wedge awning.

The total cost of the project is estimated to be \$87,700. The improvements meet the guidelines that 50% of the improvement cost eligible for abatement is exterior as

required.

Previous Action (if applicable):

Approved by the LMRC Board on 2/27/2023

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ordinance approving 33rd Amended Downtown Liberty 353 Plan - 20 E Franklin
2. Redevelopment Plan Amendment 33
3. Tax Impact analysis 20 E Franklin Street
4. 20EFranklinSt

Document No. _____

ORDINANCE NO. _____

ORDINANCE ADOPTING AND APPROVING THE AMENDED DEVELOPMENT PLAN FOR THE DOWNTOWN AREA REDEVELOPMENT PROJECT (INCLUDING THIRD AMENDMENT FOR THE 20 E FRANKLIN PROJECT) SUBMITTED BY THE LIBERTY MUNICIPAL REDEVELOPMENT CORPORATION, REAFFIRMING THE FINDING THAT THE PROPERTY WITHIN SAID AMENDED DEVELOPMENT PLAN IS A BLIGHTED AREA IN NEED OF DEVELOPMENT AND REDEVELOPMENT AS DETERMINED IN ORDINANCE NO. 9794 AND ORDINANCE NO. 10820, AUTHORIZING CERTAIN TAX ABATEMENT WITHIN THE REDEVELOPMENT AREA DESCRIBED WITHIN THE AMENDED DEVELOPMENT PLAN; AUTHORIZING EXECUTION OF A 353 DEVELOPMENT AGREEMENT FOR IMPLEMENTATION OF THE 20 E FRANKLIN ST REDEVELOPMENT PROJECT; AND PROVIDING FOR EXPIRATION OF DEVELOPMENT RIGHTS

WHEREAS, the Liberty Municipal Redevelopment Corporation ("Redevelopment Corporation"), an Urban Redevelopment Corporation organized under and pursuant to the Urban Redevelopment Corporations Law, as amended, RSMo § 353.010 et seq. ("Chapter 353"), did file with the City of Liberty, Missouri ("City"), an Amended Development Plan (including Thirty-Third Amendment hereinafter referred to as the "Amended Development Plan") for approval which contemplates the development and redevelopment of an area described therein as the "Redevelopment Area"; and

WHEREAS, in accordance with Chapter 353 (i) notice was given to each political subdivision whose boundaries for ad valorem taxation purposes included any portion of the real property included within the Redevelopment Area, and (ii) the Liberty City Council ("Council") conducted on March 13, 2023 a public hearing regarding the Amended Development Plan, at which hearing the above-described political subdivisions were given the right to be heard; and

WHEREAS, in connection with the public hearing on the Amended Development Plan, the Council also reaffirmed the 353 Blight Analysis for the Redevelopment Area described within the Amended Development Plan, the means by which the Amended Development Plan would be implemented and the granting of tax abatement with the Redevelopment Area as authorized by law; and

WHEREAS, the Council has made a study and investigation of the proposed Amended Development Plan.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Liberty,

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SECTION II

That the Council finds and declares that the Council has reviewed, considered and taken evidence on the Amended Development Plan (including Thirty-Third Amendment) of the Liberty Municipal Redevelopment Corporation for the redevelopment of the City of {31944 / 65578; 623031. }

ORDINANCE NO. _____ (CONT.)

Liberty of the Downtown Area, which is attached hereto as Exhibit A and incorporated herein by reference as though fully set out.

SECTION III

That the Council reaffirms the finding of Ordinance No. 9794, passed October 24, 2011, and Ordinance No. 10820, passed November 27, 2017, that found and declared that the Redevelopment Area described in the Amended Development Plan is a blighted area as defined by R.S.Mo. § 353.020(2), and that the redevelopment thereof is necessary to effectuate the purposes of Chapter 353, and for the public convenience and necessity.

SECTION IV

That the Council finds and declares that the approval of the Amended Development Plan (including Thirty-Third Amendment for the 20 E Franklin St Project) and the construction of the contemplated redevelopment projects described therein are necessary for the preservation of the public peace, prosperity, health, safety, morals and welfare.

SECTION V

That the Council finds and declares that the Amended Development Plan (including Thirty-Third Amendment), a copy of which plan is attached hereto as Exhibit A, is hereby adopted and approved.

SECTION VI

That Liberty Municipal Redevelopment Corporation, or its successors and assigns, all in accordance with Chapter 353, RSMo, as amended, is hereby granted tax abatement that shall apply to LMRC or its successors and assigns, as more particularly described with the Amended Development Plan.

SECTION VII

That the Mayor is hereby authorized to execute a 353 Development Agreement with the Liberty Municipal Redevelopment Corporation and The Canuteson Group (owner of 20 E Franklin St) for implementation of the 20 E Franklin St Redevelopment Project. A copy of the Agreement, in substantial form, is on file with the Office of the City Clerk.

SECTION VIII

That the Liberty Municipal Redevelopment Corporation shall acquire title to the properties encompassing 20 E Franklin St Redevelopment Project to initiate the tax abatement no later than twenty-four months following passage of this ordinance. The development rights provided hereunder, including the right of tax abatement, shall automatically expire if the Liberty Municipal Redevelopment Corporation fails to obtain title to the properties encompassing the 20 E Franklin St Redevelopment Project within twenty-four months following passage of this ordinance.

ORDINANCE NO. _____ (CONT.)

SECTION IX

That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION X

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

PASSED by the Council this 13 day of March, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this 13 day of March, 2023.

MAYOR

Ordinance No. _____

Exhibit A

Liberty Municipal Redevelopment Corporation Amended Development Plan for
the Redevelopment of the Downtown Area (including Thirty-Third Amendment)

(See following pages)

**LIBERTY
MUNICIPAL
REDEVELOPMENT CORPORATION
(LMRC)**

**AMENDMENT 33
Addition of 20 E Franklin Street**

**DEVELOPMENT PLAN
FOR THE REDEVELOPMENT
OF
THE DOWNTOWN AREA
REDEVELOPMENT PROJECT**

Approved October 24, 2011
By Ordinance No. 9794

SUBSEQUENT AMENDMENTS

- First Amendment Approved June 10, 2013
By Ordinance No. 10068**
- Second Amendment Approved January 13, 2014
By Ordinance No. 10149**
- Third Amendment Approved May 12, 2014
By Ordinance No. 10214**
- Fourth Amendment Approved May 12, 2014
By Ordinance No. 10214**
- Fifth Amendment Approved October 27, 2014
By Ordinance No. 10279**
- Sixth Amendment Approved April 13, 2015
By Ordinance No. 10361**
- Seventh Amendment Approved April 13, 2015
By Ordinance No. 10362**
- Eighth Amendment Approved April 27, 2015
By Ordinance No. 10376**
- Ninth Amendment Approved May 11, 2015
By Ordinance No. 10382, 2015
(Included repeal of Eighth Amendment)**
- Tenth Amendment Approved February 8, 2016
By Ordinance No. 10517**
- Eleventh Amendment Approved March 14, 2016
By Ordinance No. 10535**
- Twelfth Amendment Approved October 24, 2016
By Ordinance No. 10635**
- Thirteenth Amendment Approved November 28, 2016
By Ordinance No. 10648**
- Fourteenth Amendment Approved June 26, 2017
By Ordinance No. 10747**
- Fifteenth Amendment Approved November 13, 2017
By Ordinance No. 10810**
- Sixteenth Amendment Approved November 27, 2017
By Ordinance No. 10820**
- Seventeenth Amendment Approved November 27, 2017
By Ordinance No. 10821**
- Eighteenth Amendment Approved November 27, 2017
By Ordinance No. 10822**
- Nineteenth Amendment Approved November 27, 2017
By Ordinance No. 10823**
- Twentieth Amendment Approved June 11, 2018
By Ordinance No. 10929**

**Twenty-First Amendment Approved July 30, 2018
By Ordinance No. 10942**

**Twenty-Second Amendment Approved September 10, 2018
By Ordinance No. 10959**

**Twenty-Third Amendment Approved July 8, 2019
By Ordinance No. 11118**

**Twenty-Fourth Amendment Approved August 12, 2019
By Ordinance No. 11126**

**Twenty-Fifth Amendment Approved August 12, 2019
By Ordinance No. 11127**

**Twenty-Sixth Amendment Approved November 12, 2019
By Ordinance No. 11159**

**Twenty- Seventh Amendment Approved October 26, 2020
By Ordinance No. _____**

**Twenty-Eighth Amendment Approved August __, 2021
By Ordinance No. _____**

**Twenty-Ninth Amendment Approved March 28, 2022
By Ordinance No. _____**

**Thirtieth Amendment Approved May 23, 2022
By Ordinance No. _____**

**Thirty-First Amendment Approved June ____, 2022
By Ordinance No. _____**

**Thirty-Second Amendment Approved February ____, 2023
By Ordinance No. _____**

**Thirty-Third Amendment Approved February ____, 2023
By Ordinance No. _____**

THIRTY-THIRD AMENDED DEVELOPMENT PLAN

A. Introduction

The Liberty Municipal Redevelopment Corporation ("LMRC") was formed on October 1, 2011 to serve as a tool to bring about the revitalization of property within the downtown area of Liberty. Stock in the corporation is owned wholly by the City of Liberty and the corporation is managed by a board of directors. The purpose of the corporation is to provide a streamlined, cost-effective means for individual property owners to obtain partial real property tax abatement on their downtown properties in return for making improvements.

The LMRC desires the availability of partial real property tax abatement for the Redevelopment Area, as described herein, for the purpose of stimulating reinvestment, both economic and otherwise, into Liberty's downtown through redevelopment within the Redevelopment Area. It is anticipated that the LMRC will (i) work with the current owners of property within the Redevelopment Area to promote and encourage their reinvestment in their property in exchange for partial real property tax abatement as authorized under The Urban Redevelopment Corporations Law, R.S.Mo. §§ 353.010 et seq. ("Chapter 353"), and (ii) work with prospective new owners to encourage new investment in existing or new buildings in the Redevelopment Area in exchange for such partial real property tax abatement. It is further anticipated that the LMRC will briefly acquire real property from property owners seeking to implement a redevelopment project under this Development Plan so as to qualify such redevelopment project for the partial real property tax abatement authorized under Chapter 353. The LMRC will then assign such partial real property tax abatement and redevelopment rights to the property owner implementing the redevelopment project.

Each redevelopment project will require an amendment to this Development Plan and the approval of the City Council in order to secure the benefits available under Chapter 353, including the partial real property tax abatement described therein. In order to trigger Chapter 353 partial real property tax abatement rights for any redevelopment project, the real property which is the subject of a redevelopment project will be conveyed to the LMRC and then immediately conveyed back to the original property owner.

B. Redevelopment Area

The Redevelopment Area is depicted on the map attached hereto as **Exhibit A**, and the properties located within and comprising the Redevelopment Area (described by street address and 2019 Clay County Tax ID Number) are identified on **Exhibit B** attached hereto. The Redevelopment Area currently includes commercial, retail, some residential, office and public uses. The

Redevelopment Area consists of the area which is historically considered part of Liberty's downtown, and includes approximately nine square blocks within the existing Downtown Historic District and an additional 25 blocks surrounding the Downtown Historic District. Approximately 18 of the properties within the Redevelopment Area are zoned neighborhood residential, but several of these have been converted into commercial uses.

The Redevelopment Area is unique in its history, and the heart of Liberty. The historic buildings and maturity of the Redevelopment Area bring both charm as well as challenge, as many of the buildings do not conform to current building and fire standards or the historic guidelines developed for the downtown area. A substantial number of the improvements within the Redevelopment Area are over 100 years old with many between 50 to 80 years old. As such, many of the properties in the Redevelopment Area have lost their vitality and some have fallen into various states of disrepair, losing functionality in the market. Although several property owners have upgraded their buildings, many of the properties in the Redevelopment Area still require modernization in order to retain reasonable and competitive utility and viability in comparison to other downtowns areas throughout the metropolitan region.

Attached hereto as **Exhibit C** is the Existing Conditions Blight Study dated August 4, 2011, prepared by Development Initiatives, which concluded that the Redevelopment Area is a blighted area as such term is defined in R.S.Mo. § 353.020(2) of Chapter 353. At the time of the adoption of the original Development Plan, the City Council found and determined that the Redevelopment Area was a blighted area as defined by R.S.Mo. § 353.020(2). Such conditions still exist and the LMRC requests that the City Council reaffirm this finding.

C. Redevelopment Projects

This Development Plan provides that the redevelopment projects to occur within the Redevelopment Area, including their number, location, scope of construction, reconstruction or rehabilitation, and amount of investment, will be determined as property owners within the Redevelopment Area propose redevelopment projects. As stated above, all such redevelopment projects and attendant partial real property tax abatement shall require an amendment to this Development Plan in accordance with Chapter 353. All redevelopment projects shall occur within the Redevelopment Area. The LMRC respectfully requests that the City Council find and determine that (i) the clearance, redevelopment, re-planning, rehabilitation or reconstruction of the Redevelopment Area is necessary for the public convenience and necessity, and (ii) that the approval of this Development Plan and the construction of the redevelopment projects are necessary for the preservation of the public peace, property, health, safety, morals and welfare.

The following project, completed in March 2011, was utilized as a pilot Chapter 353 redevelopment project. Although this project is located within the Redevelopment Area, because it occurred prior to this Development Plan, it was

implemented pursuant to a separate Development Plan, approved by the City Council on December 13, 2010 by Ordinance No. 9650. It is described herein for informational purposes and to illustrate the types of redevelopment projects anticipated to occur pursuant to this Development Plan.

1. Redevelopment Project (Pilot) 12 West Kansas. 14 West Kansas Ave (2010 Clay County Parcel No.15-114-00-05-030.00). Owners: 12 West Kansas, LLC. This project consisted of the construction of a new front façade and back wall, new roof, a handicapped restroom, new plumbing and wiring, new air intake and filter system on HVAC, and the leveling of floors and new flooring for the subject property. The renovation cost was approximately \$53,272.

The Amended Development Plan proposes the redevelopment of the following properties located within the Redevelopment Area. The Amended Development Plan proposes the following:

1. Redevelopment Project 15 West Franklin. 15 West Franklin (2012 Clay County Parcel No. 15-114-00-05-028.00). Owners: William M. Chapman, Beverly Chapman, Ann C. Waterman, James D. Waterman, Patricia L. Knauss, Samuel C. Chapman Jr. and Katherine Degler. This project consists of installation of handicapped ramp and railing improvements, parking lot reconstruction, sidewalk reconstruction, reconfiguration of bathroom, installation of ADA compliant fixtures, installation of new windows, and installation of new flooring. The renovation cost is estimated to be approximately \$68,000.
2. Redevelopment Project 14 East Franklin. 14 East Franklin (2012 Clay County Parcel No. 15-114-00-04-038.00). Owner: Historic Liberty Square LLC. This project consists of demolition and construction of a new front façade, a new roof, fire escape replacement, and improvements to courtyard in rear of building. The renovation cost is estimated to be approximately \$121,104.
3. Redevelopment Project 112 N. Water. 112 N. Water (2013 Clay County Parcel No. 15114000404100). Owner: Historic Liberty Square, LLC. This project consists of a new roof, repairs including sewer, sidewalk, and windows on the exterior and new ceiling tiles, floor and paint on the interior. The renovation cost is estimated to be approximately \$52,650.
4. Redevelopment Project 17 E. Kansas. 17 E. Kansas (2013 Clay County Parcel No. 15114000403500). Owner: Curry Investment Co. This project consists of replacing windows, exterior handrails, refinish and paint entrance door, windows, and fascia board, replace sidewalk, repair brick and replace stucco. The renovation cost is estimated to be approximately \$142,748. (proposal includes \$5,370 for attic clean up and \$5,066 for

general conditions that will not impact the value of the property, but qualify for abatement).

5. Redevelopment Project 1 E Kansas. 1 E Kansas (2013 Clay County Parcel No. 15114000403100). Owner: Restoration 1894, LLC. This project consists of 4 separate addresses; 1 E Kansas, 3 S Main, 9 S Main and 15 S Main. The project consists of a new store front, additional new windows and replacement of old windows, removal of existing stucco, awnings will be added, addition of a concrete handicap ramp, new interior restrooms, upgraded sewer line, sprinkler system installation, new drywall, insulation, countertops, trim and walls and new flooring. New HVAC units will be installed. The renovation cost is estimated to be approximately \$243,440. The cost of the project meets the guidelines that 50% of the improvement cost eligible for abatement is exterior.
6. Redevelopment Project 100 W Kansas. 100 W Kansas (2014 Clay County Parcel No. 15114000603300). Owner: Carannson Properties LLC. This project consists of conversion of a dance studio to an office use. The improvements include demolition and reframing the front façade of building, addition of garage doors to replace windows, the demolition of the front walkway, replacement of drive apron entrance to parking lot, addition of landscaping, remove and replace asphalt shingles, paint exterior, install new windows along the rear elevation, remove and rebuild interior walls, install new carpet and tile, built-in counters. The renovation cost is estimated to be approximately \$109,908.87. The cost of the project meets the guidelines that 50% of the improvement cost eligible for abatement is exterior.
7. Redevelopment Project 6 E Franklin. 6 E Franklin (2014 Clay County Parcel No. 15114000402500). Owner: Curry Investment Company. This project consists of exterior work including replacement of the roof, replacement of patio doors and windows, replacement of front doors. Interior work includes the addition of a new kitchen, demolition of one restroom, construction of new walls, new electrical work, rework plumbing and HVAC and new ceiling. The renovation work cost is estimated to be approximately \$ 40,879. The cost of the project meets the guidelines that 50% of the improvement cost eligible for abatement is exterior.
8. Expansion of Redevelopment Area and Redevelopment Project 201 W Mississippi. 225 W Mississippi and 231 W Mississippi (2014 Clay County Parcel No. 15114001200200 and 15114001200300). Owner: Liberty Land Company LLC. This amendment to the Redevelopment Plan consists of adding two parcels (currently located with the Chapter 353 Downtown Liberty Residential Area) to the Chapter 353 Downtown Area Redevelopment Project and includes 201 W Mississippi Project. 201/225/231 W Mississippi and 124 N Prairie (2014 Clay County Parcel No.

15114001200100, 15114001201400, 15114001200200 and 15114001200300). Owner: Liberty Land Company LLC. This project consists of demolition of existing improvements and construction of a 45-unit two and three-story senior independent living complex which includes garages, carports, a clubhouse, pool and fitness center. The construction cost of this project is estimated to be approximately \$10.98 million. (REPEALED as part of Ninth Amendment)

9. Redevelopment Project 110 N Main. 110 N Main (Clay County Parcel No. 15114000505700). Owners: Lonna Bissonnette and Rhonda Allen. This project consists of repair, removal and replacement of various windows, remove, replace and repair stucco in several locations on the building, paint exterior and remove awnings. This building is a unoccupied residential unit being converted into a commercial use; 2 Dames Decorating. The construction cost of this project is estimated to be approximately \$18,366 and meets the requirements of Level A-1, "Minimum Exterior" requirement of 100% of improvement cost must be exterior.
10. Redevelopment Project 1 & 5 N Water. This project consists of two parcels (Clay County Parcel No. 15114000303101 & 15114000303100). Owner: Downtown Liberty Investments LLC. This project consists of removal and replacement of the exterior systems; a new roof; exterior brick will be restored and painted; new HVAC equipment will be placed on the roof; electrical system will be upgraded; all windows will be replaced and reopened where closed. Interior work includes new supports will be installed with steel beams and columns; flooring and ceiling joists will be reinforced; new HVAC, plumbing, and electrical system installed; fire sprinklers will be installed; new tile, hardwood, stained carpet, interior paint trim and doors. The construction cost of this project is estimated to be approximately \$576,524.11 but only \$515,352 will qualify to meet the guidelines which require 50% of cost is exterior.
11. Redevelopment Project 112 Franklin. This project consists of one parcel (Clay County Parcel No. 15114000303900). Owner: Jeffries Development LLC. This project consists of replacement of windows, new roof and guttering, removal and replacement of porch concrete, repair concrete sidewalk, resurface asphalt in parking area and construct new trash enclosure, with replacement of windows, a high efficiency HVAC system will be installed (units to be screened). Interior work includes replacement of flooring and restoration of any hardwoods found, new paint on all common areas and units as needed, new plumbing fixtures installed, electrical outlets, light switches and fixtures will be replaced as needed. Replacement or repair of kitchen and bathroom cabinets and new locks for each door and surveillance system on common areas and entrances. This building is on the historic register and will remain a multi-family building. The construction cost of this project is estimated to be approximately \$360,000 and meets

the requirements of Level C (15-year abatement) and includes 50% of the construction cost is exterior improvements.

12. Redevelopment Project 16 N Main. This project consists of one parcel (Clay County Parcel No. 15114000505100). Owner: Gail Dugdale. This project consists of replacement of roof and repainting the front and rear of the building. The construction cost of this building is estimated to be approximately \$21,793 and meets the requirements of Level A-1 which requires that 100% of the construction costs must be for exterior improvements.
13. Redevelopment Project 7 E Kansas. This project consists of one parcel (Clay County Parcel No. 15114000402900). Owner: Small Properties LLC. This project consists of replacement, tuck pointing and waterproofing several locations where brick exists. Replacement of flashing on roof and installing new gutter. Installation of a new roof and insulation and making repairs to the metal designs on the façade. All improvements are to the exterior of the building. The construction cost of this building improvement is estimated to be approximately \$46,213 and meets the requirements of Level A-2 which requires that at least 50% of the construction costs must be for exterior improvements.
14. Redevelopment Project 117 N Water. This project consists of one parcel (Clay County Parcel No. 15114000302300). Owner: Sophia House, LLC. This project consists of replacing the existing roof, new insulation, installing a new gutter system, painting, and replacing the ceiling of the porch. All improvements are to the exterior of the building. The construction cost of this building improvement is estimated to be approximately \$17,390 and meets the requirements of Level A-1 which requires that 100% of the construction costs must be for exterior improvements.
15. Redevelopment Project 119 W Kansas. This project consists of one parcel (Clay County parcel No. 15114000602000). Owner: Heritage Auction Co. Inc. This project consists of remove and replace front window with thermal units, remove doors and frames and furnish 5 new door frames, prime and paint exterior trims, windows and soffits, apply reflective silver coating on roof. Interior improvements include moving HVAC, installing new spiral ductwork, new supply, return and flu. The construction cost of this building improvement is estimated to be approximately \$38,156 and meets the requirement of level A-2 which required that 50% of the construction costs must be for exterior improvements.
16. Expansion of Redevelopment Area. 225 W Mississippi and 231 W Mississippi (2016 Clay County Parcel No. 15114001200200 and 15114001200300). Owner: Senior Living Developments Holdings LLC. This amendment to the Redevelopment Plan consists of adding two parcels

(currently located with the Chapter 353 Downtown Liberty Residential Area) to the Chapter 353 Downtown Area Redevelopment Project.

17. Redevelopment Project 201 Mississippi. 201 W Mississippi consists of four parcels (2016 Clay County Parcel No. 15114001200300; 15114001200200; 15114001200100; 15114001201400) Owner: Senior Living Developments Holdings LLC. This amendment to the Redevelopment Plan consists of redeveloping the land to add 38 units of rental property in 7 buildings. This project relates to P & Z Case 17-21R&PDP. The construction cost of these building improvements are estimated to be approximately \$5,018,285 including site improvements. The construction cost excluding site improvements equal \$4,232,889. The project will pay a PILOT payment equal to the land value plus 50% of improvement value.
18. Redevelopment Project 246 Mill. 246 Mill consists of one parcel (2016 Clay County Parcel No. 15114001402200) Owner: Mill Street Properties, LLC. This amendment to the Redevelopment Plan consists of removal and replacement of fascia and doors, repaint block, brick and exterior fascia, remove and replace roofing material, repair roof vent, gutter and downspout. Mill asphalt, repair to fill all pot holes, and stripe parking lot. Install standing seam metal awning, new wall lanterns and new sign. Interior improvements include new bi-fold doors, framing, drywall, removal of popcorn texture, rough in plumbing, paint baseboard, door and window trim, install track lighting, add new walls, wiring, cabinetry and counter top. The construction cost are estimated to be \$59,763 and meets the requirement of A-2 which requires 50% of the improvements be exterior.
19. Redevelopment Project 105 E Mill. 105 E Mill consists of one parcel (2016 Clay County Parcel No. 15118000100401). Owner: Meliora, LLC. This amendment to the Redevelopment Plan consists of reconstruction of parking lot, demolish, remove and replace section of sidewalk, new ADA ramp in sidewalk, new wall sign, and new storefront work. Interior work includes adding a new bathroom and remodeling office. The construction costs are estimated to be \$98,056 and meets the requirement of A-2 which requires 50% of the improvements be exterior.
20. Redevelopment Project 131 S Water. 131 S Water consists of one parcel (2017 Clay County Parcel No. 15118000100400). Owner: Corbin Mills, LLC. This amendment to the Redevelopment Plan consists of rehabilitation of the property known as Corbin Mill. It includes adding a restaurant, shared co-work space, an event space, retail space and landscape. Total construction cost is \$401,231 of which 204,608 is exterior. The project meets the requirements of Level C.
21. Redevelopment Project 2 N Main. 2 N Main consists of two parcels (2017 Clay County Parcel No. 15114000504500 and 15114000504501). Owner:

- Hubert and Norma Altis. This amendment to the Redevelopment Plan consists of rehabilitation of the property to include removing wood shingles from front of building, replacing windows, repairing brick and tuck point as needed. Replacing windows on Kansas side of building and repairing window openings as needed (depending upon budget). Total construction cost is \$74,000. All of the improvements are exterior. The project meets the requirement of Level A-2.
22. Redevelopment Project 104 W Kansas. 104 W Kansas consists of one parcel (2017 Clay County Parcel No. 15114000603301). Owner: Granco Investments 104 LLC. This amendment to the Redevelopment Plan consists of rehabilitation of this property to include a new façade, landscaping, new doors and fencing. Interior improvements include new flooring, reconfigure the space with new framing and drywall. Total construction cost is \$150,825. The project meets the requirement of Level B.
23. Redevelopment Project 110/112 E Kansas. 110/112 E Kansas consists of one parcel (2018 Clay County Parcel No. 15114000303102). Owner: Hatcher Investments LLC. This amendment to the Redevelopment Plan consists of rehabilitation of this property in include a new HVAC unit, new signs, awnings gutter and stucco repair. Interior improvements include new flooring, lights, bar top electrical and plumbing. Total construction cost is \$56,956. The project meets the requirement of Level A-2.
24. Redevelopment Project 2 S Main. 2 S Main consists of one parcel (2018 Clay County Parcel No. 15114000504400). Owners: Jerome E Brant and Lorraine J Brant, Ronald C Mullennix and Kathy Mullennix, Rodney A Ames and Kimberlee N Ames, and Ward K Brown and Michelle Spence Brown. This amendment to the Redevelopment Plan consists of cleaning and painting all metal trim and wood windows throughout. Repairing cracked and water damaged stucco. Repairing and painting exterior walls, seal coating and striping parking lot. Retile copy room and break area, new counter tops, repaint walls/shelves. Paint two offices, entryway and conference area, add chair rail and re-carpet lower level. Total construction cost is \$47,550. The project meets the requirement of Level A-2.
25. Redevelopment Project 124 Gallatin. 124 Gallatin consists of one parcel (2018 Clay County Parcel No. 15114000604000). Owners: Capstone Homes, LLC. This amendment to the Redevelopment Plan consists of demolition of north addition, rear deck and rebuild upper rear addition, new roof, repaint exterior, replace windows, repair 3 chimneys, tuck-pointing various locations, move doors, and repair bulge in wall. Interior improvements include replacement of all plumbing, replacement of electrical, new HVAC system, and replace cabinets and vanities. Total

construction cost is \$217,578. The project meets the requirement of Level B.

26. Redevelopment Project 17 W Kansas. 17 W Kansas consists of one parcel (2018 Clay County Parcel 15114000503100). Owners: Off The Square LLC. This amendment to the Redevelopment Plan consists of painting the exterior, repair and refinish bottom plaster around building, and install new roof. Total construction cost is \$47,751. The project meets the requirement of Level A-2.
27. Redevelopment Project 118 N Main. 118 N Main consists of one parcel (2019 Clay County Parcel 15114000505800). Owners: 118 BUILDING LLC. This amendment to the Redevelopment Plan consists of upgrading the electrical, building new interior walls replacing exterior doors and windows, rerouting the gas meter, remove, upgrade and reroute duct work for HVAC system and upgrade exterior with new stucco. Total construction cost is \$69,702. The project meets the requirement of Level A-2.
28. Redevelopment Project 22 N Main. 22 N Main consists of one parcel (2020 Clay County Parcel 15114000505400). Owners: Liberty Town Square, LLC. This amendment to the Redevelopment Plan consists of replacing the windows, weather stripping and framing around windows, electrical service upgrade, and hardwood floors. Total constructions cost is \$103,167. The project meets the requirements of Level A-2.
29. Redevelopment Project 12 N Main. 12 N Main consists of one parcel (2021 Clay County Parcel 15114000504900). Owners: Mathes Investments LLC. This amendments to the Redevelopment Plan consist of replacing windows, exterior door, tuckpoint, paint, seal and replacing sills. Totals construction cost is \$122,000. The project meets the requirement of Level A-2.
30. Redevelopment Project 117 W Kansas Street. 117 W Kansas Street consists of one parcel (2021 Clay County Parcel 15114000602000). Owners: Heritage Auction Co., Inc. This amendment to the Redevelopment Plan consists of windows and doors, roof, concrete and landscape, and paint on the exterior of the building. Replacement of windows, exterior finish around windows, door, concrete, HVAC and painting the exterior. Interior finishes include bathroom demo and repair, drywall repair, floor coverings and interior lighting.
31. Redevelopment Project 18 N Main Street. 18 N Main St consists of one parcel (2021 Clay County Parcel 15114000505200). Owners: Hubert D & Norma D Altis. This amendment to the Redevelopment Plan consists removal of the front of the existing building and replace. Leaded glass door will be restored and replaced. Removal of windows and façade and installation of new windows. Removal of shingles and replace with new.

32. Redevelopment Project 20 N Main Street. 20 N Main St consists of one parcel (2021 Clay County Parcel 15114000505300). Owners: Daryl A Mace. This amendment to the Redevelopment Plan consists removal of the rotted and weathered wood from 2nd story window and replace as needed. Paint new wood, apply sealant around windows. Remove scaling stucco and apply new stucco to match the rest of the front of the building. Caulk and seal around windows. Repaint front of building with paint and repaint sign on building (Mace Shoe Repair) remove damaged entry step to apartments and replace.
33. Redevelopment Project 20 E Franklin Street. 20 E Franklin St consists of one parcel (2021 Clay County Parcel 15114000404000). Owners: The Canuteson Group, Inc. This amendment to the Redevelopment Plan consists of in-kind repairs to the stucco. Replacement of the lower (non-original) six windows with six Andersen A-Series Double Hung Windows. 54X58 to match existing. South Elevation/ Front Façade: Like in kind replacement of the front deteriorated wood band. Like in kind replacement of the planter box. Replacement of the three (non-original) windows with Andersen A-Series double-hung windows. 34X70 +/- each. (see exhibit D). Replace the front door with a Masonite fiberglass two panel half lite door (see exhibit E) and wood trim around the entry door, remove the colonial trim and install appropriate casing. Like in kind replacement of the base wood trim. Repair the trim band above the three storefront windows. Replace existing lantern and install a second lantern on right side of door (see exhibit F). Add new fabric wedge awning.

D. Partial Real Property Tax Abatement

For the real property which is the subject of a redevelopment project approved by the City Council pursuant to an amendment to this Development Plan, this Development Plan proposes that partial real property tax abatement be granted to such real property in accordance with Chapter 353 and subject to the terms of and limitations under the City's Chapter 353 Tax Abatement Redevelopment Incentive Policy, as amended from time to time ("353 Policy"), and the City's Chapter 353 Property Tax Abatement Liberty Downtown Area Program Guidelines, as amended from time to time ("Downtown Guidelines") attached hereto as **Exhibit D**. The granting of such partial real property tax abatements are subject to and conditioned upon (i) the subject redevelopment project being in compliance with the 353 Policy and Downtown Guidelines, (ii) the subject real property owners executing a Development Agreement between the City, the LMRC and the owner for the implementation of the subject redevelopment project, and (iii) approval of the City Council as described below.

In accordance with Chapter 353, no partial real property tax abatement for any redevelopment project approved by an amendment to this Development Plan shall become effective until the City Council: (1) furnishes each political subdivision whose boundaries for ad valorem taxation purposes include any portion of the real property to be affected by such tax abatement or exemption ("Taxing Districts") with a written statement of the impact on ad valorem taxes such tax abatement or exemption will have on such political subdivisions ("Tax Impact Analysis") and written notice of the hearing to be held in accordance with R.S.Mo. § 353.110.2; (2) conducts a public hearing regarding such tax abatement or exemption, at which hearing all Taxing Districts shall have the right to be heard on such grant of tax abatement or exemption; and (3) enacts an ordinance which provides for expiration of development rights, including the rights of eminent domain and tax abatement, in the event of failure of the LMRC to acquire ownership of property within the Redevelopment Area. Such ordinance shall provide for a duration of time within which such property must be acquired, and may allow for acquisition of property under the plan in phases. A copy of each Tax Impact Analysis provided for a redevelopment project added to this Development Plan by amendment shall be attached hereto as **Exhibit E**.

- A. For informational purposes only, the Redevelopment Project (Pilot) 12 West Kansas, was granted the following partial real property tax abatement:

Redevelopment Project (Pilot) 12 West Kansas was granted partial real property tax abatement for 10 years based on the taxation of the assessed value of the property's land only, as determined in the year prior to activation, as described in R.S.Mo. § 353.110.1.

- B. The Amended Development Plan proposes the following tax abatement for properties within the Redevelopment Project:

AMENDMENT 1. The 15 West Franklin Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 2. The 14 East Franklin Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of

abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 3. The 112 N. Water Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 4. The 17 E Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 5. The 1 E Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 3553.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

After the ten (10) year period above-described, and for the next three (3) years, taxes paid on the real property shall be measured by the assessed valuation as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of the real property, including any improvements thereon.

AMENDMENT 6. The 100 W Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements

only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 7. The 6 E Franklin Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 8. The expansion of the Redevelopment Area by including 225 and 231 W Mississippi will add two parcels to the Downtown Area Redevelopment Project. These two parcels are currently included within the Chapter 353 Downtown Liberty Residential Area which was found and determined to be a blighted area by Ordinance No. 10236.

The 201 W Mississippi Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements and increased land value only) and then five (5) years of tax abatement at 50% of the true value of such real property, including and improvements thereon in accordance with Section 353.110.1, RSMo.
(REPEALED as part of Ninth Amendment)

AMENDMENT 9. The 110 N Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC. Following the initial ten (10) year tax abatement period, the property will be fully taxable and will not receive any additional tax abatement at 50%.

AMENDMENT 10. The 1 & 5 N Water Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

After the ten (10) year period above-described, and for the next five (5) years, taxes paid on the real property shall be measured by the assessed valuation as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of the real property, including any improvements thereon in accordance with Section 353.110.1, RSMo.

AMENDMENT 11. The 112 Franklin Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

After the ten (10) year period above-described, and for the next five (5) years, taxes paid on the real property shall be measured by the assessed valuation as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of the real property, including any improvements thereon in accordance with Section 353.110.1, RSMo.

AMENDMENT 12. The 16 N Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 13. The 7 E Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the

abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 14. The 117 N Water Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 15. The 117 W Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 16. The expansion of the Redevelopment Area by including 225 and 231 W Mississippi will add two parcels to the Downtown Area Redevelopment Project. These two parcels are currently included within the Chapter 353 Downtown Liberty Residential Area which was found and determined to be a blighted area by Ordinance No. 10236.

AMENDMENT 17. The 201 W Mississippi Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). The developer will provide a PILOT payment in the amount of 50% of the assessed valuation of the improvements assessed by the Assessor of Clay County. Land is still taxed in accordance with the statute.

AMENDMENT 18. The 246 Mill Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 19. The 105 E Mill Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 20. The 131 S Water Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land is still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

After the ten (10) year period above-described, and for the next five (5) years, taxes paid on the real property shall be measured by the assessed valuation as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of the real property, including any improvements thereon in accordance with Section 353.110.1, RSMo.

AMENDMENT 21. The 2 N Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 22. The 104 W Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvements value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

After the ten (10) year period above-described, and for the next three (3) years, taxes paid on the real property shall be measured by the assessed valuation as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of the real

property, including any improvements thereon in accordance with Section 3534.110.1, RSMo.

AMENDMENT 23. The 110/112 E Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 24. The 2 S Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 25. The 124 Gallatin Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

After the ten (10) year period above-described, and for the next three (3) years, taxes paid on the real property shall be measured by the assessed valuation as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of the real property, including any improvements thereon in accordance with Section 3534.110.1, RSMo.

AMENDMENT 26. The 17 W Kansas Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 27. The 118 N Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisitions by the LMRC.

AMENDMENT 28. The 22 N Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 29. The 12 N Main Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 30. The 117 W Kansas Street Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 31. The 18 N Main Street Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 32. The 20 N Main Street Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land

still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

AMENDMENT 33. The 20 E Franklin Street Redevelopment Project will be granted ten (10) years of tax abatement at 100% (improvement value only) in accordance with Section 353.110.1, RSMo (abatement is not provided on the assessed valuation of the land at the time of abatement approval). As provided in Section 353.110, the abatement for the ten (10) years is 100% of the improvements (land still taxed in accordance with the statute) as assessed in the year prior to the property's acquisition by the LMRC.

E. Relocation Policy

The LMRC will comply with all requirements concerning the provision of relocation assistance as provided for by Chapter 523, RSMo.

Exhibits to LMRC Downtown Development Plan

- A. Redevelopment Area Map
- B. Parcels Located within Redevelopment Area
- C. 353 Blight Analysis
- D. Liberty Downtown Area Program Guidelines
- E. Tax Impact Analyses and Redevelopment Project Applications
 - i. To be attached for each Redevelopment Project

EXHIBIT A Redevelopment Area Map

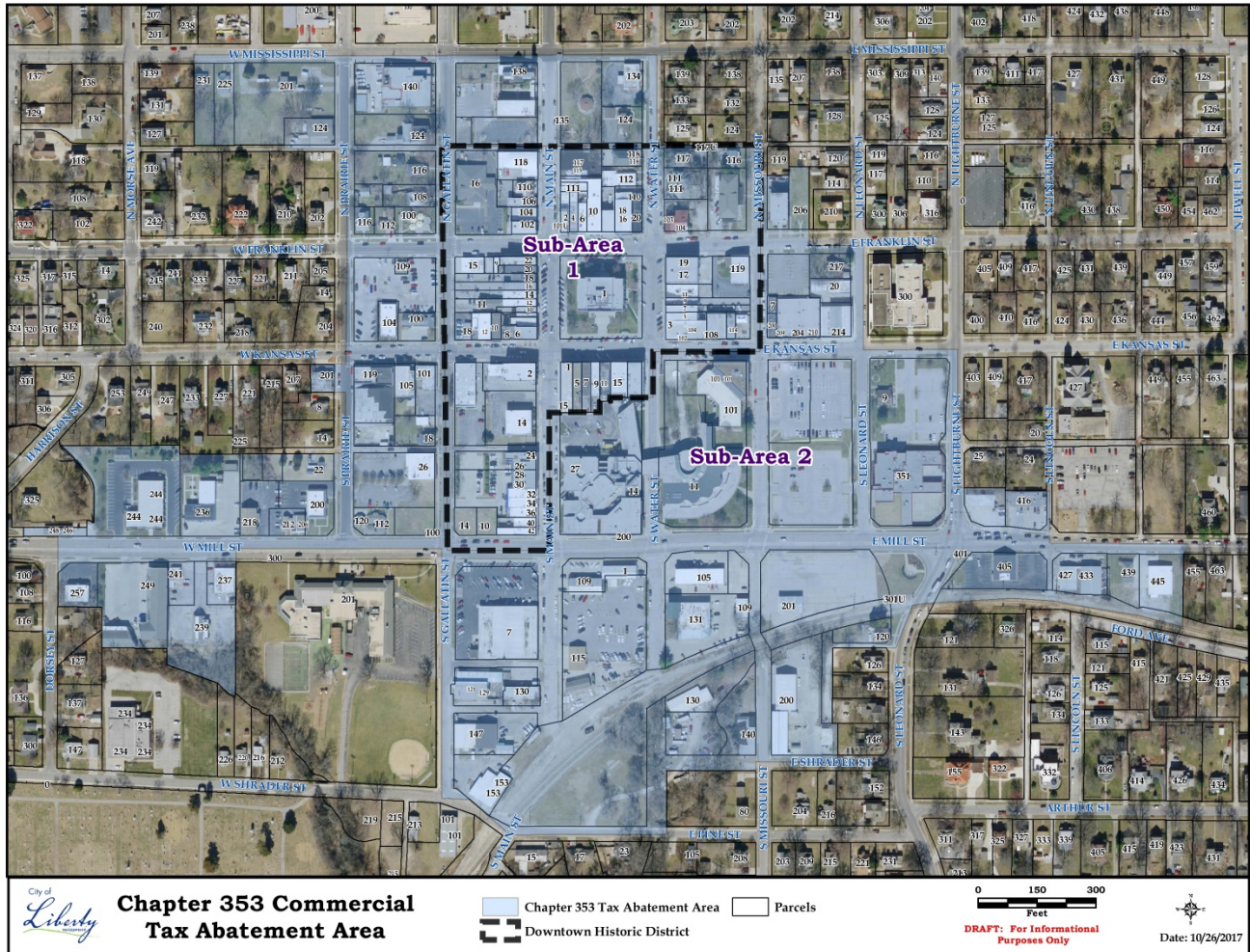


EXHIBIT B
Parcels located within the Redevelopment Area

County Parcel ID	Site Address
15114001402400	000236 W MILL ST
15114001402200	000246 W MILL ST
15114000504500	000002 N MAIN ST
15118000200200	000237 W MILL ST
15114001403000	000200 W MILL ST
15114000603300	000100 W KANSAS ST
15114000504900	000012 N MAIN ST
15114000303900	000112 E FRANKLIN ST
15118000100700	000007 W MILL ST
15114000604000	000124 N GALLATIN ST
15114000602100	000000 S PRAIRIE ST
15114001403200	000000 S PRAIRIE ST
15114000404300	000124 N WATER ST
15114000505100	000016 N MAIN ST
15114000602000	000119 W KANSAS ST
15114000302400	000111 N WATER ST
15114000502400	000000 N GALLATIN ST
15114001403100	000022 S PRAIRIE ST
15114000504700	000008 N MAIN ST
15114000203600	000020 N LEONARD ST
15114000302300	000117 N WATER ST
15118000200300	000249 W MILL ST
15114000302600	000019 N WATER ST
15114000505900	000124 N MAIN ST
15114000404400	000134 N WATER ST
15114000404100	000112 N WATER ST
15114000601400	000116 W FRANKLIN ST
15114000303800	000119 E FRANKLIN ST
15114000403000	000005 E KANSAS ST
15114000504400	000002 S MAIN ST
15114000505700	000110 N MAIN ST
15114000403600	000015 E KANSAS ST
15114000505500	000100 N MAIN ST
15118000100400	000131 S WATER ST
15114000304000	000116 N MISSOURI ST
15114000503700	000040 S MAIN ST
15114000505200	000018 N MAIN ST
15114000502600	000009 W FRANKLIN ST
15114000503600	000042 S MAIN ST

15118000100401	000105 E MILL ST
15114000402700	000001 COURTHOUSE SQUARE
15114000102100	000351 E KANSAS ST
15115000800300	000427 E MILL ST
15114000402100	000117 N MAIN ST
15114000202600	000007 N MISSOURI ST
15114000302700	000011 N WATER ST
15114000603900	000116 N GALLATIN ST
15114000603200	000105 W KANSAS ST
15114000402500	000006 E FRANKLIN ST
15114000402400	000004 E FRANKLIN ST
15114000505600	000104 N MAIN ST
15114000403800	000014 E FRANKLIN ST
15114000601500	000116 W FRANKLIN ST
15114000601600	000112 W FRANKLIN ST
15114000503100	000017 W KANSAS ST
15114000402800	000009 E KANSAS ST
15114000402300	000002 E FRANKLIN ST
15114000402600	000010 E FRANKLIN ST
15114000302800	000009 N WATER ST
15118000200202	000241 W MILL ST
15115000800600	000445 E MILL ST
15114000403500	000017 E KANSAS ST
15115000701600	000416 E MILL ST
15114000203400	000214 E KANSAS ST
15118000501400	000120 S LEONARD ST
15114000202500	000000 E FRANKLIN ST
15114000303300	000101 E KANSAS ST
15114001201400	000124 N PRAIRIE ST
15118000100500	000109 S MAIN ST
15114000302900	000007 N WATER ST
15114000505000	000014 N MAIN ST
15114000602300	000112 W MILL ST
15115000701500	000400 E MILL ST
15114000602900	000018 S GALLATIN ST
15114000503500	000010 W MILL ST
15114000504200	000028 S MAIN ST
15114000404200	000116 N WATER ST
15114000502900	000018 W KANSAS ST
15114001200100	000201 W MISSISSIPPI ST
15114000402401	000111 N MAIN ST
15114000603700	000100 W FRANKLIN ST
15114000402900	000007 E KANSAS ST

15114000502500	000016 W FRANKLIN ST
15114000504300	000014 S MAIN ST
15118000101100	000147 S GALLATIN ST
15114000604100	000140 N GALLATIN ST
15118000200201	000239 W MILL ST
15114000603100	000101 W KANSAS ST
15114000601700	000000 W FRANKLIN ST
15114000503400	000014 W MILL ST
15114001402900	000208 W MILL ST
15114000502800	000015 W FRANKLIN ST
15114001400100	000201 W KANSAS ST
15114000603301	000104 W KANSAS ST
15114000202900	000000 N MISSOURI ST
15114000505400	000022 N MAIN ST
15114000202300	000204 E FRANKLIN ST
15114000403200	000014 S WATER ST
15114000603800	000108 N GALLATIN ST
15114000302500	000104 E FRANKLIN ST
15114000404000	000020 E FRANKLIN ST
15114000403900	000016 E FRANKLIN ST
15114000505800	000118 N MAIN ST
15114000603600	000109 W FRANKLIN ST
15114000202700	000200 E KANSAS ST
15114000403100	000001 E KANSAS ST
15115000800500	000439 E MILL ST
15115000800200	000405 E MILL ST
15114000203300	000000 S LEONARD ST
15118000100100	000201 E MILL ST
15118000500200	000000 S WATER ST
15114001403300	000000 S PRAIRIE ST
15114001402500	000218 W MILL ST
15118000500300	000140 S MISSOURI ST
15114000602500	000000 S GALLATIN ST
15114000506000	000138 N MAIN ST
15114000505300	000020 N MAIN ST
15114000203700	000217 E FRANKLIN ST
15114000502700	000011 W FRANKLIN ST
15114000504600	000004 N MAIN ST
15118000100600	000115 S MAIN ST
15114000503001	000010 W KANSAS ST
15114000503200	000024 S MAIN ST
15118000100402	000000 S MISSOURI ST
15114000401700	000000 N MAIN ST

15114000403700	000011 E KANSAS ST
15114001402300	000244 W MILL ST
15114000303200	000011 S WATER ST
15118000500900	000200 E SHRADER ST
15114000602700	000026 S GALLATIN ST
15114000504800	000010 N MAIN ST
15118000101200	000153 S GALLATIN ST
15114000202800	000204 E KANSAS ST
15114000503000	000012 W KANSAS ST
15118000200400	000257 W MILL ST
15118000100800	000121 S GALLATIN ST
15114000303100	000001 N WATER ST
15118000101000	000130 S MAIN ST
15114000202400	000206 E FRANKLIN ST
15118000500100	000130 S MISSOURI ST
15114001200300	000231 W MISSISSIPPI
15114001200200	000225 W MISSISSIPPI
15114000303102	000110 E KANSAS

EXHIBIT C

353 BLIGHT ANALYSIS

**(ON FILE – CITY OF LIBERTY
ADMINISTRATION OFFICE)**

EXHIBIT D

LIBERTY DOWNTOWN AREA GUIDELINES

**(ON FILE – CITY OF LIBERTY
ADMINISTRATION OFFICE)**

EXHIBIT E

TAX IMPACT ANALYSES AND REDEVELOPMENT PROJECT APPLICATIONS

1. 12 West Kansas (On file-City of Liberty Administration Office)

AMENDMENTS:

1. 15 West Franklin (On file-City of Liberty Administration Office)
2. 14 East Franklin (On file – City of Liberty Administration Office)
3. 112 N. Water (On file – City of Liberty Administration Office)
4. 17 E. Kansas (On file – City of Liberty Administration Office)
5. 1 E Kansas (On file – City of Liberty Administration Office)
6. 100 W Kansas (On file – City of Liberty Administration Office)
7. 6 E Franklin (On file – City of Liberty Administration Office)
8. Area Amendment and 201 W Mississippi (terminated)
9. 110 N Main – (On file – City of Liberty Administration Office)
10. 1 & 5 N Water – (On file – City of Liberty Administration Office)
11. 112 Franklin – (On file – City of Liberty Administration Office)
12. 16 N Main – (On file – City of Liberty Administration Office)
13. 7 E Kansas – (On file – City of Liberty Administration Office)
14. 117 N Water – (On file – City of Liberty Administration Office)
15. 117 W Kansas – (On file – City of Liberty Administration Office)
16. Area Amendment of 225 and 231 W Mississippi
17. 201 Mississippi – (On file – City of Liberty Administration Office)
18. 246 Mill – (On file- City of Liberty Administration Office)
19. 105 E Mill – (On file- City of Liberty Administration Office)
20. 131 S Water – (On file- City of Liberty Administration Office)
21. 2 N Main – (On file- City of Liberty Administration Office)
22. 104 W Kansas – (On file- City of Liberty Administration Office)
23. 110/112 E Kansas – (On file – City of Liberty Administration Office)
24. 2 S Main – (On file – City of Liberty Administration Office)
25. 124 Gallatin – (On file – City of Liberty Administration Office)
26. 17 W Kansas – (On file – City of Liberty Administration Office)
27. 118 N Main – (On file – City of Liberty Administration Office)
28. 22 N Main – (On file – City of Liberty Administration Office)
29. 12 N Main - (On file – City of Liberty Administration Office)
30. 117 W Kansas Street – (On file – City of Liberty Administration Office)
31. 18 N Main Street - (On file – City of Liberty Administration Office)
32. 20 N Main Street - (On file – City of Liberty Administration Office)
33. 20 E Franklin Street - Attached

**TAX IMPACT ANALYSIS
AND
APPLICATION
20 E Franklin Street**

**20 E Franklin Street Redevelopment
353 Redevelopment Plan - Tax Impact Analysis
(353 Benefits Summary)**

353 Year	Taxes Paid No Project	Actual Taxes Pd With 353	Benefit of 353 To Project	Taxing District Impact	Taxes Pd incl Imp w/o 353
1	2,730	582	3,491	-2,148	4,073
2	2,730	582	3,491	-2,148	4,073
3	2,685	582	3,573	-2,103	4,155
4	2,685	582	3,573	-2,103	4,155
5	2,640	582	3,656	-2,058	4,238
6	2,640	582	3,656	-2,058	4,238
7	2,596	582	3,741	-2,015	4,323
8	2,596	582	3,741	-2,015	4,323
9	2,554	582	3,827	-1,972	4,409
10	2,554	582	3,827	-1,972	4,409
Total (Gross)	26,410	5,819	36,575	-20,591	42,394
Total (NPV)	18,633	4,087	25,531	-14,546	29,618

Taxing District	Rate	% of Total Rate	Tax District Impact										
			Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	TOTAL
City of Liberty - General	0.7538												
City of Liberty - Parks	0.1367												
Subtotal	0.8905	10.6519%	-229	-229	-224	-224	-219	-219	-215	-215	-210	-210	-2,193
County General	0.0250												
County Roads & Bridges	0.0697												
Subtotal	0.0947	1.5510%	-33	-33	-33	-33	-32	-32	-31	-31	-31	-31	-319
Senior Citizens	0.0427	0.5616%	-12	-12	-12	-12	-12	-12	-11	-11	-11	-11	-116
Development Disabilities	0.1028	1.3539%	-29	-29	-28	-28	-28	-28	-27	-27	-27	-27	-279
Health Tax	0.0857	1.1257%	-24	-24	-24	-24	-23	-23	-23	-23	-22	-22	-232
Hospital Tax	0.1352	1.7912%	-38	-38	-38	-38	-37	-37	-36	-36	-35	-35	-369
Liberty Public School	5.9277	77.1345%	-1,657	-1,657	-1,622	-1,622	-1,588	-1,588	-1,554	-1,554	-1,521	-1,521	-15,883
Library District	0.3240	4.3413%	-93	-93	-91	-91	-89	-89	-87	-87	-86	-86	-894
Mental Health Tax	0.0857	1.1256%	-24	-24	-24	-24	-23	-23	-23	-23	-22	-22	-232
KCJC	0.2028												
State Levy	0.0300	0.3585%	-8	-8	-8	-8	-7	-7	-7	-7	-7	-7	-74
Subtotal	7.9218	99.9952%	-2,148	-2,148	-2,103	-2,103	-2,058	-2,058	-2,014	-2,014	-1,972	-1,972	-20,590
Sur Tax	0.0000	100.00%	0	0	0	0	0	0	0	0	0	0	0
TOTAL	7.9218	%	-2,148	-2,148	-2,103	-2,103	-2,058	-2,058	-2,014	-2,014	-1,972	-1,972	-20,590

**20 E Franklin St Redevelopment Corporation
353 Redevelopment Plan - Tax Impact Analysis
(Assumptions)**

Real Property Levy Rates (2022)

District	Levy
City of Liberty	0.8905%
Liberty School District	5.9277%
Library Tax	0.3240%
County Services	0.0947%
Hospital Tax	0.1352%
Developmental Disabilities	0.1028%
Health Tax	0.0857%
Mental Health Tax	0.0857%
Senior Citizen Service Fund	0.0427%
State Tax	0.0300%
KCJC	0.2028%
Total Commercial Levy - Land and Improvements	7.9218%

Assessment Rates

Commercial Real Property	32.00%
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Development / Abatement Schedule

20 E Franklin Street	
Date Construction Completed	9/30/2022
Year Abatement Activated	2022
Year Land Only Valuation	2022

Growth, Depreciation and Discount Rates

Growth With Project		Depreciation Without Project	
Semi-Annual Growth Land	2.0%	Semi-Annual Depreciation Land	0.0%
Semi-Annual Growth Improvements	2.0%	Semi-Annual Depreciation Improvements	2.0%
Discount Rate	7.0%		

Pre and Post-Redevelopment Real Property Values

20 E Franklin Street			
Initial Appraised Value Land (2022) (LNDVALUE)	\$18,000	Initial Assessed Value Land	\$5,760
Initial Appraised Value Improvements (2022) (IMPVALUE)	\$89,700	Initial Assessed Value Improvements	\$28,704
Post-Redevelopment Appraised Value Land (2022)	\$18,360	Post-Redevelopment Assessed Value Land	\$5,875
Post-Redevelopment Appraised Value Improvements (2022)	\$142,320	Post-Redevelopment Assessed Value Improvements	\$45,542

Property Information

Clay County Parcel ID 15114000404000 Location: 20 E Franklin Street Property Owner: Canuteson Group		Total Land Acreage (SF) Total Improvement Square Footage	
2022 Land Appraised Value (LNDVALUE)	\$14,000	% total land value	100%
2022 Improvement Appraised Value (IMPVALUE)	\$262,175	% total improvement value	100%
Cost of 20 E Franklin Street (Investment)			
20 E Franklin Street in Post-Dev Appraised Value (Increase)	\$52,620		

Notes

**20 E Franklin Street
LMRC
353 Redevelopment Plan - Tax Impact Analysis
(Taxes with 353)**

20 E Franklin Street

353 Year	Calendar Year	Appraised Value of Land	Appraised Value of Improvements	Assessed Value of Land	Assessed Value of Improvements		Full Taxes	Land Taxes	District: Levy Rate: PILOT %:	City of Liberty 0.8905% 11.24%	Liberty School District 5.9277% 74.83%	Library Tax 0.3240% 4.09%	County Services 0.0947% 1.20%	Hospital Tax 0.1352% 1.71%	Developmental Disabilities 0.1028% 1.30%	Health Tax 0.0857% 1.08%	Mental Health Tax 0.0857% 1.08%	Senior Citizen Service Fund 0.0427% 0.54%	State Tax 0.0300% 0.38%	KCJC 0.2028% 2.56%	TOTAL 7.9218% 100%	Total Taxes paid 10 yrs
1	2022	18,360	142,320	5,760	0		4,073	582		65	435	24	7	10	8	6	6	3	2	15	582	582
2	2023	18,360	142,320	5,760	0		4,073	582		65	435	24	7	10	8	6	6	3	2	15	582	582
3	2024	18,727	145,166	5,760	0		4,155	582		65	435	24	7	10	8	6	6	3	2	15	582	582
4	2025	18,727	145,166	5,760	0		4,155	582		65	435	24	7	10	8	6	6	3	2	15	582	582
5	2026	19,102	148,070	5,760	0		4,238	582		65	435	24	7	10	8	6	6	3	2	15	582	582
6	2027	19,102	148,070	5,760	0		4,238	582		65	435	24	7	10	8	6	6	3	2	15	582	582
7	2028	19,484	151,031	5,760	0		4,323	582		65	435	24	7	10	8	6	6	3	2	15	582	582
8	2029	19,484	151,031	5,760	0		4,323	582		65	435	24	7	10	8	6	6	3	2	15	582	582
9	2030	19,873	154,052	5,760	0		4,409	582		65	435	24	7	10	8	6	6	3	2	15	582	582
10	2031	19,873	154,052	5,760	0		4,409	582		65	435	24	7	10	8	6	6	3	2	15	582	582
										Total Taxes / PILOTs	\$654	\$4,354	\$238	\$70	\$99	\$76	\$63	\$63	\$31	\$22	\$149	\$5,819

**20 E Franklin Street
LMRC
353 Redevelopment Plan - Tax Impact Analysis
(Taxes without 353)**

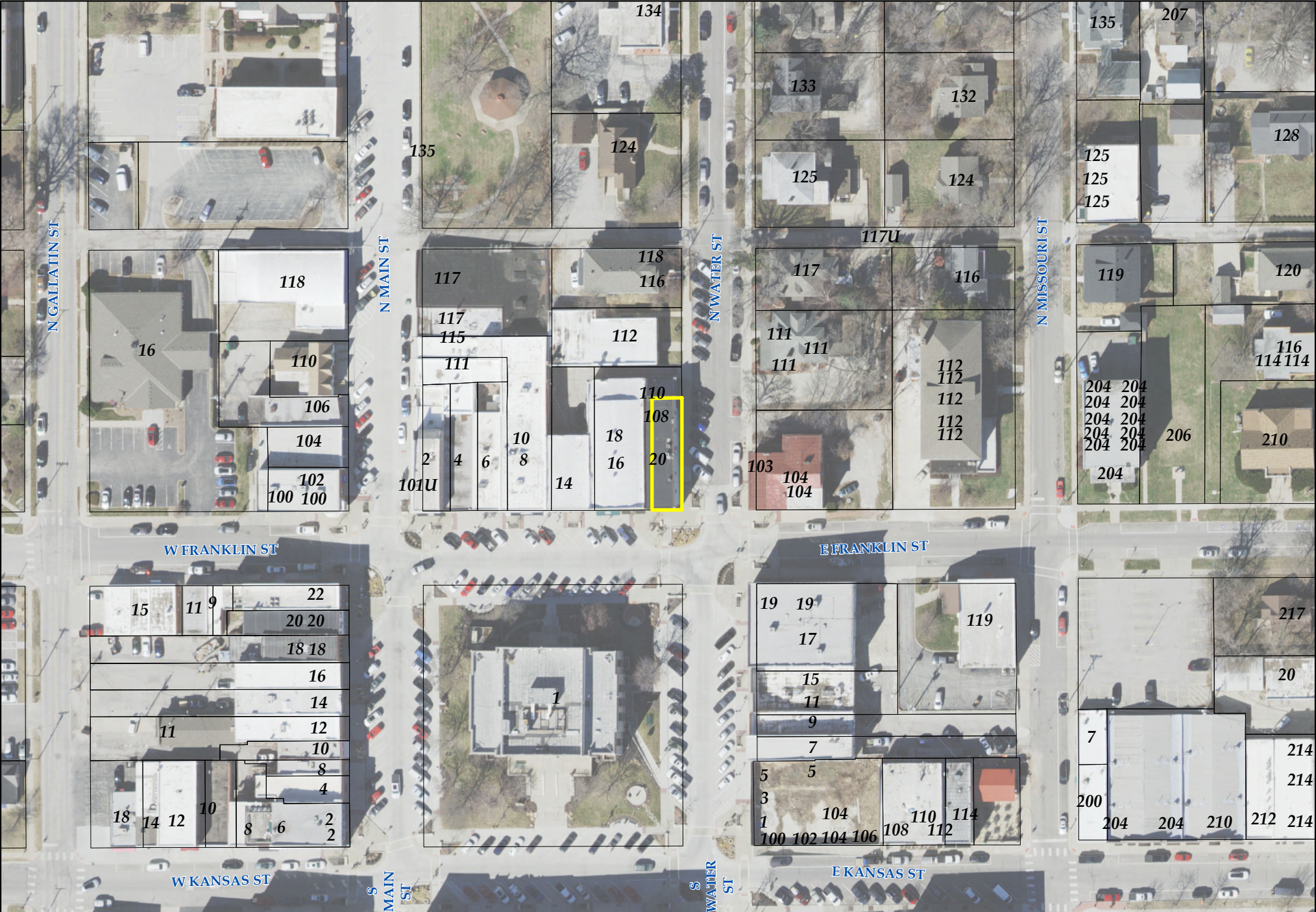
20 E Franklin Street

353 Year	Calendar Year	Appraised Value of Land	Appraised Value of Improvements	Assessed Value of Land	Assessed Value of Improvements	District: Levy Rate:	City of Liberty 0.8905%	Liberty School District 5.9277%	Library Tax 0.3240%	County Services 0.0947%	Hospital Tax 0.1352%	Developmental Disabilities 0.1028%	Health Tax 0.0857%	Mental Health Tax 0.0857%	Senior Citizen Service 0.0427%	State Tax 0.0300%	KCJC 0.2028%	TOTAL 7.9218%		Total Taxes
1	2022	18,360	142,320	5,875	45,542		458	3,048	167	49	70	53	44	44	22	15	104			4,073
2	2023	18,360	142,320	5,875	45,542		458	3,048	167	49	70	53	44	44	22	15	104			4,073
3	2024	18,727	145,166	5,993	46,453		467	3,109	170	50	71	54	45	45	22	16	106			4,155
4	2025	18,727	145,166	5,993	46,453		467	3,109	170	50	71	54	45	45	22	16	106			4,155
5	2026	19,102	148,070	6,113	47,382		476	3,171	173	51	72	55	46	46	23	16	108			4,238
6	2027	19,102	148,070	6,113	47,382		476	3,171	173	51	72	55	46	46	23	16	108			4,238
7	2028	19,484	151,031	6,235	48,330		486	3,234	177	52	74	56	47	47	23	16	111			4,323
8	2029	19,484	151,031	6,235	48,330		486	3,234	177	52	74	56	47	47	23	16	111			4,323
9	2030	19,873	154,052	6,360	49,297		496	3,299	180	53	75	57	48	48	24	17	113			4,409
10	2031	19,873	154,052	6,360	49,297		496	3,299	180	53	75	57	48	48	24	17	113			4,409
Total Taxes							\$4,766	\$31,723	\$1,734	\$507	\$724	\$550	\$459	\$459	\$229	\$161	\$1,085			\$42,394

**20 E Franklin Street
LMRC
353 Redevelopment Plan - Tax Impact Analysis
(Taxes if Project does not Occur)**

20 E Franklin Street

353 Year	Calendar Year	Appraised Value of Land	Appraised Value of Improvements	Assessed Value of Land	Assessed Value of Improvements	District: Levy Rate:	City of Liberty 0.8905%	Liberty School District 5.9277%	Library Tax 0.3240%	County Services 0.0947%	Hospital Tax 0.1352%	Developmental Disabilities 0.1028%	Health Tax 0.0857%	Mental Health Tax 0.0857%	Senior Citizen Service 0.0427%	State Tax 0.0300%	KCJC 0.2028%	TOTAL 7.9218%	Total Taxes
1	2022	18,000	89,700	5,760	28,704		307	2,043	112	33	47	35	30	30	15	10	70		2,730
2	2023	18,000	89,700	5,760	28,704		307	2,043	112	33	47	35	30	30	15	10	70		2,730
3	2024	18,000	87,906	5,760	28,130		302	2,009	110	32	46	35	29	29	14	10	69		2,685
4	2025	18,000	87,906	5,760	28,130		302	2,009	110	32	46	35	29	29	14	10	69		2,685
5	2026	18,000	86,148	5,760	27,567		297	1,976	108	32	45	34	29	29	14	10	68		2,640
6	2027	18,000	86,148	5,760	27,567		297	1,976	108	32	45	34	29	29	14	10	68		2,640
7	2028	18,000	84,425	5,760	27,016		292	1,943	106	31	44	34	28	28	14	10	66		2,596
8	2029	18,000	84,425	5,760	27,016		292	1,943	106	31	44	34	28	28	14	10	66		2,596
9	2030	18,000	82,736	5,760	26,476		287	1,911	104	31	44	33	28	28	14	10	65		2,554
10	2031	18,000	82,736	5,760	26,476		287	1,911	104	31	44	33	28	28	14	10	65		2,554
							Total Taxes	\$2,969	\$19,762	\$1,080	\$316	\$451	\$343	\$286	\$286	\$142	\$100	\$676	\$26,410



Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF FEBRUARY 17, 2023 TO MARCH 3, 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	\$ 368,458.80
CAPTIAL SALES TAX FUND	50	\$ 403,319.56
TRANSPORTATION SALES TAX FUND	52	\$ 322,832.27
ECO/DEVO SALES TAX FUND	56	\$ 739,685.47
FIRE SALES TAX FUND	58	\$ 15,122.31
PUBLIC SAFETY SALES TAX FUND	59	\$ 972.50
PARKS FUND	60	\$ 11,953.14
SPORTS COMPLEX FUND	61	\$ 25,306.50
COMMUNITY CENTER FUND	65	\$ 29,596.79
TRANSIENT GUEST TAX FUND	67	\$ 3,892.14
POLICE TRAINING FUND	69	\$ 1,199.75
CEMETERY MAINTENANCE FUND	73	\$ 4,802.49
WATER OPERATING FUND	90	\$ 143,681.04
WASTEWATER OPERATING FUND	92	\$ 163,770.40
WATER CAPITAL FUND	94	\$ 6,852.43
SOLID WASTE FUND	98	\$ 166,954.21
PAYROLL CHECKS & BENEFITS	2/10 MPR + 2/24/23	\$ 1,515,782.36
TOTAL APPROPRIATIONS		<u><u>\$ 3,924,182.16</u></u>

PASSED by the Council this 13th day of March, 2023.

MAYOR PRO TEM

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 13th day of , 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-Triangle 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

FEBRUARY 24TH CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
AAA TIME CLOCKS				005386						
		180684 02/24/23		CCTR TIMECARDS	220.00	038876	FEB 2023		P N W MISC EQUIPMENT M	65.60.491.14.5559
AMES II/RICHARD ASHLEY				006627						
		180685 02/24/23		CCTR SWIM INSTR	80.00	038830	2/19-2/20		P N W PRIVATE SWIMMING	65.60.417.08.8125
ANDERSON/SKYLAR				000612						
		180686 02/24/23		CCTR SWIM INSTR	30.00	038831	2/18		P N W PRIVATE SWIMMING	65.60.417.08.8125
BOARD OF POLICE COMMISSI				000142						
		180687 02/24/23		POL LAB EXAMS	240.00	038832	11070		P - W MISCELLANEOUS FE	10.40.500.08.5399
BRYANT/COLE CHRISTOPHER				000616						
		180688 02/24/23		CCTR SWIM INSTR	30.00	038833	2/18		P N W PRIVATE SWIMMING	65.60.417.08.8125
BURNS & MCDONNELL ENG CO				003160						
		180689 02/24/23		WTR LIME FEED UPGRADE	5,670.80	038877	117361-14	220103	P - W ENGINEERING DESI	94.70.802.36.7501
CANON FINANCIAL SERVICES				000342						
		180690 02/24/23		COPIER LEASE	76.00	038834	30017408		P - W COPIER LEASE & U	10.80.151.04.5110
		180690 02/24/23		COPIER LEASE	76.00	038834	30017408		P - W COPIER LEASE & U	10.70.201.04.5110
		180690 02/24/23		COPIER LEASE	152.00	038835	30017409		P - W COPIER LEASE & U	10.20.001.04.5110
					304.00	*CHECK TOTAL				
				VENDOR TOTAL	304.00					
CINTAS RENTAL SERVICE				000129						
		180692 02/24/23		FIRE MOPS	65.93	038836	4146626912		P - W PEST CONTROL/MOP	10.50.300.08.5369
CLAY CO DETENTION CENTER				000105						
		180693 02/24/23		POL PRISONER HOUSING	3,738.42	038837	JAN 23		P - W PRISONER HOUSING	10.40.511.08.5373
CLAY CO RECORDER				001059						
		180694 02/24/23		RECORDING FEES	69.00	038838	2023003054		P - W RECORDING FEES	10.80.151.08.5361
CLINICAL COUNSELING ASSO				000367						
		180691 02/24/23		SUPPORT SERVICES	125.00	038839	1/4/23		P - W MISCELLANEOUS FE	10.40.501.08.5399
		180691 02/24/23		SUPPORT SERVICES	300.00	038840	1/24/23		P - W REGISTRATION FEE	69.40.501.06.5251
					425.00	*CHECK TOTAL				
				VENDOR TOTAL	425.00					
COLD SOLUTIONS AT RUSH C				000337						
		180695 02/24/23		PWK STORAGE	1,800.00	038841	1340		P N W REFUSE COLLECTIO	10.70.221.08.5381
COMMERCIAL AQUATIC SERVI				007993						
		180696 02/24/23		CCTR PALIN TEST KIT	742.50	038878	45542-1		P - W CHEMICALS	65.60.491.04.5010
CONRAD FIRE EQUIPMENT IN				003684						
		180697 02/24/23		FIRE FACEPIECES-8	3,133.07	038842	565870		P - W SCBA SUPPLIES	10.50.301.04.5099

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CORE & MAIN LP 008799								
180698	02/24/23	WTR AMI WARRANTY FEE	12,608.68	038843	S295539		P - W SOFTWARE MAINTEN	90.70.801.14.5591
180698	02/24/23	WWT AMI WARRANTY FEE	21,468.82	038843	S295539		P - W SOFTWARE MAINTEN	92.70.901.14.5591
			34,077.50	*CHECK TOTAL				
		VENDOR TOTAL	34,077.50					
CRIME SCENE CLEANERS 000380								
180699	02/24/23	POL DECONTAMINATE CELL	195.70	038844	7743		P N W MISCELLANEOUS SU	10.40.500.04.5099
CUNNINGHAM, VOGEL & ROST 008654								
180700	02/24/23	LEGAL FEES	687.50	038845	67666		P N W LEGAL FEES	10.20.021.08.5311
180700	02/24/23	LEGAL FEES	873.07	038846	67667		P N W LEGAL FEES	10.20.021.08.5311
180700	02/24/23	LEGAL FEES	1,086.50	038847	67668		P N W LEGAL FEES	10.20.021.08.5311
			2,647.07	*CHECK TOTAL				
		VENDOR TOTAL	2,647.07					
DPC INDUSTRIES INC 002456								
180701	02/24/23	WTR CHEMICALS	10,705.23	038848	817000291-23		P - W CHEMICALS	90.70.802.04.5010
EWER/MEREDITH ANN 000583								
1861	02/22/23	SICK/VAC PAYOUT	2,917.15	038828	11 OF 13		P N H REGULAR	10.40.501.02.4001
GALL'S INC 005394								
180702	02/24/23	POL UNIFORM BOOTS	199.95	038849	023371635		P - W CLOTHING EXPENSE	10.40.500.38.5812
GRAINGER 001155								
180703	02/24/23	PKS RR HEATERS	1,413.76	038879	9588239955		P - W BUILDING IMPROVE	61.60.458.36.7402
GT DISTRIBUTORS INC 006123								
180704	02/24/23	POL VEST ACCESSORIES	747.50	038850	INV0938873		P - W CLOTHING EXPENSE	59.40.500.38.5812
HASTY AWARDS 004458								
180705	02/24/23	PKS SPORT MEDALS	1,421.10	038880	12221989		P - W RECREATION SUPPL	61.60.458.04.5004
HDR ENGINEERING INC 006018								
180706	02/24/23	PW WITHER& HOLT TRAFFIC	1,885.00	038881	1200491481	210008	P - W OVERLAY PROGRAM	52.75.607.14.5501
HELGET GAS PRODUCTS 006305								
180707	02/24/23	FIRE OXYGEN	36.95	038851	02575399		P - W CHEMICALS	10.50.311.04.5010
HILL/DAVID 000528								
180708	02/24/23	CCTR SWIM INSTR	216.00	038852	2/18-2/19		P N W PRIVATE SWIMMING	65.60.417.08.8125
JOEL REINOEHL MARKETING 000012								
180709	02/24/23	SPONSORSHIP	288.75	038882	CC007		P N W MISCELLANEOUS FE	61.60.458.08.5399
180709	02/24/23	SPONSORSHIP	141.75	038882	CC007		P N W SPONSORSHIPS	65.60.491.08.5398
180709	02/24/23	SPONSORSHIP	94.50	038882	CC007		P N W CONTRACT LABOR	60.60.415.08.5397
180709	02/24/23	FIELD SPONSORSHIP	720.00	038883	CRA005		P N W MISCELLANEOUS FE	61.60.458.08.5399
180709	02/24/23	FIELD SPONSORSHIP	99.90	038884	RR022		P N W MISCELLANEOUS FE	61.60.458.08.5399
			1,344.90	*CHECK TOTAL				
		VENDOR TOTAL	1,344.90					

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
JONES/NATHAN 005257								
180710	02/24/23	CCTR SWIM INSTR	126.00	038853	2/19		P N W PRIVATE SWIMMING	65.60.417.08.8125
180710	02/24/23	CCTR SWIM INSTR	78.00	038853	2/19		P N W SEMI-PRIVATE SWI	65.60.417.08.8123
			204.00	*CHECK TOTAL				
		VENDOR TOTAL	204.00					
K C MO WATER DEPT 007653								
180711	02/24/23	WTR SERVICE	7,410.06	038854	175798		P - W WATER PURCHASES-	90.70.802.08.5390
K C WINWATER WORKS CO 002767								
180712	02/24/23	WTR INVENTORY	1,125.00	038855	306218 01		P - W INVENTORY-MATERI	90.1700
180712	02/24/23	WWT SUPPLIES	288.00	038856	306800 01		P - W MAINS & LINES MA	92.70.901.14.5532
180712	02/24/23	WWT INVENTORY	840.00	038857	306498 01		P - W INVENTORY-MATERI	92.1700
180712	02/24/23	WTR INVENTORY	2,380.00	038858	306691 01		P - W INVENTORY-MATERI	90.1700
			4,633.00	*CHECK TOTAL				
		VENDOR TOTAL	4,633.00					
LAW OFFICE OF MARY M PAR 000161								
180713	02/24/23	LEGAL FEES	500.00	038859	15839		P N W LEGAL FEES	10.20.121.08.5311
LEXIPOL LLC 005142								
180714	02/24/23	POL ACADEMY	4,990.72	038860	INVPR114062		P N W REGISTRATION FEE	10.40.500.06.5251
LIBERTY AGGREGATES LLC 004693								
180715	02/24/23	ROCK-H HWY PROJ	264.89	038861	21032		P - W CONST CNTRCT-CLA	94.70.801.36.7510
180715	02/24/23	WTR ROCK	128.41	038861	21032		P - W MAINS & LINES MA	90.70.801.14.5532
180715	02/24/23	WWT ROCK	128.40	038861	21032		P - W MAINS & LINES MA	92.70.901.14.5532
180715	02/24/23	ST ROCK-HUGHES RD	167.05	038862	21075		P - W GRAVEL/ROCK-STRE	50.75.607.14.5622
			688.75	*CHECK TOTAL				
		VENDOR TOTAL	688.75					
LIBERTY AREA CHAMBER OF 008208								
180716	02/24/23	STATE OF THE CITY LUNCH	720.00	038863	34128		P - W MEETING EXPENSE	10.20.001.38.5803
LINEAGE MAILING SERVICES 000391								
180717	02/24/23	UTIL BILL PROCESSING	61.46	038864	201343		P N W OUTSIDE PRINTING	90.30.133.04.5120
180717	02/24/23	UTIL BILL PROCESSING	61.45	038864	201343		P N W OUTSIDE PRINTING	92.30.134.04.5120
180717	02/24/23	UTIL BILL POSTAGE	175.88	038864	201343		P N W POSTAGE	90.30.133.38.5808
180717	02/24/23	UTIL BILL POSTAGE	175.87	038864	201343		P N W POSTAGE	92.30.134.38.5808
180717	02/24/23	UTIL BILL PROCESSING	406.86	038865	201341		P N W OUTSIDE PRINTING	90.30.133.04.5120
180717	02/24/23	UTIL BILL PROCESSING	406.86	038865	201341		P N W OUTSIDE PRINTING	92.30.134.04.5120
180717	02/24/23	UTIL BILL POSTAGE	999.10	038865	201341		P N W POSTAGE	90.30.133.38.5808
180717	02/24/23	UTIL BILL POSTAGE	999.10	038865	201341		P N W POSTAGE	92.30.134.38.5808
180717	02/24/23	UTIL BILL PROCESSING	60.75	038866	201344		P N W OUTSIDE PRINTING	90.30.133.04.5120
180717	02/24/23	UTIL BILL PROCESSING	60.74	038866	201344		P N W OUTSIDE PRINTING	92.30.134.04.5120
180717	02/24/23	UTIL BILL POSTAGE	178.42	038866	201344		P N W POSTAGE	90.30.133.38.5808
180717	02/24/23	UTIL BILL POSTAGE	178.41	038866	201344		P N W POSTAGE	92.30.134.38.5808
180717	02/24/23	UTIL BILL PROCESSING	363.61	038867	201342		P N W OUTSIDE PRINTING	90.30.133.04.5120
180717	02/24/23	UTIL BILL PROCESSING	363.60	038867	201342		P N W OUTSIDE PRINTING	92.30.134.04.5120
180717	02/24/23	UTIL BILL POSTAGE	915.71	038867	201342		P N W POSTAGE	90.30.133.38.5808
180717	02/24/23	UTIL BILL POSTAGE	915.71	038867	201342		P N W POSTAGE	92.30.134.38.5808

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
LINEAGE MAILING SERVICES 000391			6,323.53	*CHECK TOTAL					
VENDOR TOTAL			6,323.53						
MACE/JOHN .14347									
180718	02/24/23	CCTR REFUND BANK DRAFT	79.00	038868	1764065			P - W REFUNDS PAYABLE	65.2265
MENDOZA/EDWARD .14348									
180719	02/24/23	CCTR REFUND MEMBERSHIP	65.00	038869	1762874			P - W REFUNDS PAYABLE	65.2265
MIDWEST OFFICE TECHNOLOG 008612									
180720	02/24/23	COPIER LEASE	148.86	038870	INST343915			P - W COPIER LEASE & U	10.20.001.04.5110
180720	02/24/23	COPIER LEASE	138.84	038871	INST348032			P - W COPIER LEASE & U	10.20.001.04.5110
180720	02/24/23	COPIER LEASE	811.00	038872	INST347898			P - W OTHER	10.25.011.38.5989
VENDOR TOTAL			1,098.70	*CHECK TOTAL					
			1,098.70						
MISSISSIPPI LIME CO INC 005761									
180721	02/24/23	WTR CREDIT	6,571.17	CR 038885	1650451			P - W CHEMICALS	90.70.802.04.5010
180721	02/24/23	WTR HYDRATED LIME	8,455.17	038886	1656837	230034		P - W CHEMICALS	90.70.802.04.5010
VENDOR TOTAL			1,884.00	*CHECK TOTAL					
			1,884.00						
MISSOURI LIFE INC 006385									
180722	02/24/23	ADVERTISING	1,670.00	038873	2023-6534			P - W ADVERTISING	67.20.061.08.5371
MOAZ CONSTRUCTION INC 006100									
180723	02/24/23	WTR CONCRETE	3,796.31	038874	93			P - W MAINS & LINES MA	90.70.801.14.5532
MOTOROLA INC 002018									
180724	02/24/23	POL RADIO MICS	540.25	038887	8281571862			P - W MINOR EQUIPMENT	10.40.500.18.5601
NPG NEWSPAPERS INC 000221									
180725	02/24/23	FIN SUBSCRIPTION	51.00	038888	345700			P - W ADVERTISING	10.30.130.08.5371
OMEGA DOOR CO INC 007923									
180726	02/24/23	FIRE STATION #2 DOOR RPR	338.75	038889	45778			P - W BUILDING MAINTEN	10.50.300.14.5571
OUTDOOR RESTROOMS LLC 003763									
180727	02/24/23	PKS PORT A POTS	166.43	038890	667900			P - W RECREATION SUPPL	61.60.458.04.5004
PACE ANALYTICAL SERVICES 005664									
180728	02/24/23	WWTP LAB SERVICES	602.73	038891	2260172766	230015		P - W LAB FEES	92.70.902.08.5365
180728	02/24/23	WWTP LAB SERVICES	516.94	038892	2360175356	230015		P - W LAB FEES	92.70.902.08.5365
180728	02/24/23	WWTP LAB SERVICES	501.00	038893	2360176046	230015		P - W LAB FEES	92.70.902.08.5365
180728	02/24/23	WWTP LAB SERVICES	501.00	038894	2360176582	230015		P - W LAB FEES	92.70.902.08.5365
180728	02/24/23	WWTP LAB SERVICES	994.00	038895	2360176780	230015		P - W LAB FEES	92.70.902.08.5365
180728	02/24/23	WWTP LAB SERVICES	501.00	038896	2360177210	230015		P - W LAB FEES	92.70.902.08.5365
VENDOR TOTAL			3,616.67	*CHECK TOTAL					
			3,616.67						

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
PERSONAL TOUCH ENGRAVING 005909								
180729	02/24/23	POL NAME PLATE	19.00	038897	38594		P N W GENERAL SUPPLIES	10.40.500.04.5001
PETTY CASH/LIBERTY COMM 003524								
180730	02/24/23	AGING MUSICAL BINGO	100.00	038898	PETTY CASH		P - W PROGRAM SUPPLIES	10.60.483.04.5099
180730	02/24/23	AGING PARTY EXP	25.00	038898	PETTY CASH		P - W PROGRAM SUPPLIES	10.60.483.04.5099
180730	02/24/23	AGING PARTY EXP	100.00	038898	PETTY CASH		P - W PROGRAM SUPPLIES	10.60.483.04.5099
180730	02/24/23	CCTR MILEAGE	60.00	038898	PETTY CASH		P - W MISCELLANEOUS EX	65.60.491.38.5989
180730	02/24/23	PKS MILEAGE	40.95	038898	PETTY CASH		P - W MISCELLANEOUS EX	61.60.458.38.5989
180730	02/24/23	PKS MILEAGE	67.60	038898	PETTY CASH		P - W MISCELLANEOUS EX	61.60.458.38.5989
180730	02/24/23	PKS MILEAGE	90.39	038898	PETTY CASH		P - W TRAINING TRAVEL	60.60.415.06.5210
180730	02/24/23	PKS DMV	41.87	038898	PETTY CASH		P - W REGISTRATION FEE	60.60.420.06.5251
180730	02/24/23	PKS DMV	78.79	038898	PETTY CASH		P - W REGISTRATION FEE	60.60.420.06.5251
			604.60	*CHECK TOTAL				
		VENDOR TOTAL	604.60					
PHILLIPS CONSTRUCTION 000346								
180731	02/24/23	ADMIN NEW OFFICES	17,370.00	038899	21723	230031	F N W FACILITIES MAINT	10.70.221.14.5572
PRINTING UNLIMITED 004763								
180732	02/24/23	BUSINESS CARDS	89.16	038900	68733		P - W GENERAL SUPPLIES	10.20.001.04.5001
180732	02/24/23	BUSINESS CARDS	89.16	038900	68733		P - W GENERAL SUPPLIES	10.20.001.04.5001
			178.32	*CHECK TOTAL				
		VENDOR TOTAL	178.32					
RED EQUIPMENT, LLC 001027								
180733	02/24/23	WTR VACCON MAINT	355.00	038901	2922		P - W MISC EQUIPMENT M	90.70.801.14.5559
RICOH USA, INC 000314								
180734	02/24/23	FIN COPIER LEASE	139.85	038902	37628908		P - W COPIER LEASE & U	10.30.130.04.5110
180734	02/24/23	COPIER LEASE	105.53	038903	37629073		P - W COPIER LEASE & U	10.20.131.04.5110
			245.38	*CHECK TOTAL				
		VENDOR TOTAL	245.38					
SHOGER/LAUREL 005680								
180735	02/24/23	CCTR SWIM INSTR	126.00	038904	2/19		P N W PRIVATE SWIMMING	65.60.417.08.8125
SHRED IT 001928								
180736	02/24/23	SHREDDING SERVICE	114.17	038905	8003178192		P - W MISCELLANEOUS FE	10.40.500.08.5399
180736	02/24/23	SHREDDING SERVICE	108.25	038905	8003178192		P - W MISCELLANEOUS FE	10.20.131.08.5399
180736	02/24/23	SHREDDING SERVICE	18.10	038905	8003178192		P - W MISCELLANEOUS FE	10.25.011.08.5399
180736	02/24/23	SHREDDING SERVICE	25.28	038905	8003178192		P - W MISCELLANEOUS FE	10.20.021.08.5399
180736	02/24/23	SHREDDING SERVICE	27.58	038905	8003178192		P - W MISCELLANEOUS FE	10.30.130.08.5399
			293.38	*CHECK TOTAL				
		VENDOR TOTAL	293.38					
SIGNARAMA KANSAS CITY NO 005863								
180737	02/24/23	POL VEHICLE GRAPHICS	3,608.10	038906	INV-7374	230029	F - W VEHICLE CHANGE OV	10.40.500.18.5606
180737	02/24/23	POL VEHICLE GRAPHICS	795.00	038907	INV-7374		P - W VEHICLE CHANGE OV	10.40.500.18.5606
			4,403.10	*CHECK TOTAL				
		VENDOR TOTAL	4,403.10					

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
SUMNERONE INC 005662		180738	02/24/23	POL TONER CARTRIDGES	332.00	038908	3476932		P - W	GENERAL SUPPLIES	10.40.500.04.5001
SUTTON/KATELYN DANIELLE 000327		180739	02/24/23	CCTR SWIM INSTR	15.00	038909	2/15-2/18		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		180739	02/24/23	CCTR SWIM INSTR	40.00	038909	2/15-2/18		P N W	SWIM TEAM BASICS	65.60.417.08.8121
		180739	02/24/23	CCTR SWIM INSTR	25.00	038909	2/15-2/18		P N W	SWIM TEAM COMPET	65.60.417.08.8113
					80.00	*CHECK TOTAL					
				VENDOR TOTAL	80.00						
UMB BANK N A 004100		1862	02/22/23	WWT SRF 2005C	2,183.42	038829	2/25/23		P - H	SRF 2005 INTERES	92.2502
		1862	02/22/23	WWT SRF 2005C	33,333.33	038829	2/25/23		P - H	TRUSTEE SRF PRIN	92.1274
					35,516.75	*CHECK TOTAL					
				VENDOR TOTAL	35,516.75						
UNIFIRST CORPORATION 002825		180741	02/24/23	CCTR MATS	125.94	038910	3281008091		P - W	MISC EQUIPMENT M	65.60.491.14.5559
UTILITY SERVICE CO INC 005709		180742	02/24/23	WTR NASHUA TOWER MAINT	5,698.05	038911	575466		P - W	WATER TOWERS MAI	90.70.802.14.5537
VALVOLINE LLC 005460		180743	02/24/23	POL #208 OIL CHANGE	24.99	038912	49280		P - W	VEHICLE MAINTENA	10.40.500.14.5541
		180743	02/24/23	POL #207 OIL CHANGE	24.99	038913	49413		P - W	VEHICLE MAINTENA	10.40.500.14.5541
		180743	02/24/23	POL #204 OIL CHANGE	24.99	038914	49673		P - W	VEHICLE MAINTENA	10.40.500.14.5541
		180743	02/24/23	POL #212 OIL CHANGE	24.99	038915	49810		P - W	VEHICLE MAINTENA	10.40.500.14.5541
		180743	02/24/23	WWT #183 OIL CHANGE	24.99	038916	50136		P - W	VEHICLE MAINTENA	92.70.901.14.5541
					124.95	*CHECK TOTAL					
				VENDOR TOTAL	124.95						
VECTOR SOLUTIONS 006324		180740	02/24/23	POL VECTOR BUNDLES	9,130.25	038917	INV67096		P - W	SOFTWARE MAINTEN	10.40.512.14.5591
VOSS LIGHTING INC 005809		180744	02/24/23	PWK DIM LED PANEL	60.15	038918	17260969-00		P - W	FACILITIES MAINT	10.70.221.14.5572
W L CONSTRUCTION SUPPLY 000621		180745	02/24/23	FIRE BLUE SAW BLADE	419.06	038919	31887		P - W	MINOR EQUIPMENT	10.50.301.18.5601
WORK ZONE INC/THE 008901		180746	02/24/23	ST SIGN MATERIALS	564.00	038920	64590		P - W	STREET SIGNS	50.75.607.14.5641
		180746	02/24/23	ST SIGN MATERIALS	374.10	038921	64611		P - W	STREET SIGNS	50.75.607.14.5641
					938.10	*CHECK TOTAL					
				VENDOR TOTAL	938.10						
911 CUSTOM LLC 005587		180747	02/24/23	POL SPONGE ROUND/FLASH	1,317.45	038875	51135	220137	F - W	SWAT TEAM SUPPLI	10.40.501.04.5050

MARCH 3rd CHECKS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
ALDRIDGE/SCOTT .14350										
180748	03/03/23	PKW STEEL POST	158.90	038927	27142954				P - W SUPPLIES-SNOW RE	10.70.225.15.5634
180748	03/03/23	PKW MAILBOX REPL	54.30	038928	92199				P - W SUPPLIES-SNOW RE	10.70.225.15.5634
			213.20	*CHECK TOTAL						
		VENDOR TOTAL	213.20							
AMBROSE/HAYDN .14351										
180749	03/03/23	REFUND PERMIT FEES	33.00	038929	BLD-23-0071				P - W ELECTRICAL INSP	10.40.3224
180749	03/03/23	REFUND PERMIT FEES	33.00	038930	BLD-23-0073				P - W ELECTRICAL INSP	10.40.3224
180749	03/03/23	REFUND PERMIT FEES	33.00	038931	BLD-23-0074				P - W ELECTRICAL INSP	10.40.3224
180749	03/03/23	REFUND PERMIT FEES	33.00	038932	BLD-23-0072				P - W ELECTRICAL INSP	10.40.3224
			132.00	*CHECK TOTAL						
		VENDOR TOTAL	132.00							
AMES II/RICHARD ASHLEY 006627										
180750	03/03/23	CCTR SWIM INSTR	96.00	038933	2/26-2/27				P N W PRIVATE SWIMMING	65.60.417.08.8125
ATLAS PRESERVATION, INC. 000623										
180751	03/03/23	CCTR D/2 55 GALLONS	2,070.00	038934	3060				P - W RSVP GRANT	65.60.491.04.5064
BERMAN AND RABIN PA 000521										
180752	03/03/23	PAYROLL DEDUCTION	536.00	038935	21CY-CV06025				P - W GARNISHMENT PAYA	10.2187
BOUND TREE MEDICAL LLC 002300										
180753	03/03/23	FIRE EMS SUPPLIES	1,370.13	038936	84854591				P - W MEDICAL SUPPLIES	10.50.311.04.5003
180753	03/03/23	FIRE EMS SUPPLIES	453.59	038937	84860906				P - W MEDICAL SUPPLIES	10.50.311.04.5003
180753	03/03/23	FIRE EMS SUPPLIES	7.94	038938	84851221				P - W MEDICAL SUPPLIES	10.50.311.04.5003
180753	03/03/23	FIRE EMS SUPPLIES	49.60	038939	84845884				P - W MEDICAL SUPPLIES	10.50.311.04.5003
180753	03/03/23	FIRE EMS SUPPLIES	217.39	038940	84867055				P - W MEDICAL SUPPLIES	10.50.311.04.5003
180753	03/03/23	FIRE EMS SUPPLIES	600.05	038941	84859353				P - W MEDICAL SUPPLIES	10.50.311.04.5003
			2,698.70	*CHECK TOTAL						
		VENDOR TOTAL	2,698.70							
BRADY INDUSTRIES OF KANS 000081										
180754	03/03/23	2023 CUSTODIAL SUPPLIES	106.62	038972	7850586		230009		P N W MAINTENANCE MATE	10.95.140.04.5009
180754	03/03/23	2023 CUSTODIAL SUPPLIES	293.70	038973	7864510		230009		P N W MAINTENANCE MATE	10.95.140.04.5009
			400.32	*CHECK TOTAL						
		VENDOR TOTAL	400.32							
BRYANT/COLE CHRISTOPHER 000616										
180755	03/03/23	CCTR SWIM INSTR	120.00	038942	2/21-2/25				P N W PRIVATE SWIMMING	65.60.417.08.8125
CINTAS FIRST AID & SAFET 004991										
180757	03/03/23	1ST AID SUPPLIES	712.36	038943	5147361013				P - W MAINTENANCE MATE	10.95.140.04.5009
CLAY CO COLLECTOR 006360										
180758	03/03/23	2022 PILOT-ACE COLD I,II	15,017.15	038944	ACE COLD STORA				P - W A/R REIMBURSEABL	10.1405
CLINICAL COUNSELING ASSO 000367										
180756	03/03/23	COUNSELING SERVICES	1,800.00	038945	02/28/23				P - W EMPLOYEE ASSISTA	10.95.140.02.4110

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CONRAD FIRE EQUIPMENT IN 003684								
180759	03/03/23	FIRE SCBA KEEPER,STRAPS	492.75	038946	566014		P - W SCBA SUPPLIES	10.50.301.04.5099
180759	03/03/23	FIR #605 REMOVE E TRAC	1,301.24	038947	565921		P - W VEHICLE MAINTENA	10.50.301.14.5541
			1,793.99	*CHECK TOTAL				
		VENDOR TOTAL	1,793.99					
CONVERGEONE INC 006410								
180760	03/03/23	T&L IPT FLEX LICENSING	20,566.00	038948	3451821		P - W TELEPHONE SYSTEM	10.90.132.14.5586
180760	03/03/23	T&L IPT FLEX LICENSING	4,113.20	038948	3451821		P - W OTHER PREPAYMENT	10.1810
			24,679.20	*CHECK TOTAL				
		VENDOR TOTAL	24,679.20					
CORBIN THEATRE COMPANY 009003								
180761	03/03/23	TOURISM GRANT	1,000.00	038949	2023 GRANT		P - W CONTRIBUTIONS TO	67.20.061.38.5807
CORE & MAIN LP 008799								
180762	03/03/23	WTR INVENTORY	1,683.16	038950	S363785		P - W MAINS & LINES MA	90.70.801.14.5532
CYCLONE INC 000095								
180763	03/03/23	FIRE PORT A POT	90.00	038951	36343		P - W BUILDING MAINTEN	10.50.300.14.5571
180763	03/03/23	PKS PORT A POT	115.00	038952	36413		P - W RECREATION SUPPL	60.60.415.04.5004
			205.00	*CHECK TOTAL				
		VENDOR TOTAL	205.00					
DELL MARKETING LP 000189								
180764	03/03/23	FIRE LAPTOP CELL	1,387.52	038953	10651633088		P N W MINOR EQUIPMENT	10.50.301.18.5601
DELL TECHNOLOGIES INC. 000364								
180765	03/03/23	IS LAPTOPS & DOCKS	13,355.00	038974	10651336820	230046	P - W MINOR COMPUTER E	10.90.132.18.5605
180765	03/03/23	WTR LAPTOP & DOCK	2,185.00	038975	10651336820	230046	F - W COMPUTER EQUIPME	90.70.803.36.7202
			15,540.00	*CHECK TOTAL				
		VENDOR TOTAL	15,540.00					
DYSART/SON CHA .14353								
180766	03/03/23	CCTR REFUND MEMBERSHIP	112.50	038976	1771213		P - W REFUNDS PAYABLE	65.2265
EDWARDS CHEMICALS 006547								
180767	03/03/23	CCTR POOL CHEMICALS	1,647.00	038954	IN106146		P - W CHEMICALS	65.60.491.04.5010
ENSZ & JESTER PC 004522								
180768	03/03/23	HR EMP ATTY SERVICES	52.50	038955	2/11/2023		P N W MISCELLANEOUS FE	10.25.011.08.5399
FLEX MADE EASY 005921								
180769	03/03/23	FLEX SPENDING ACCT FEES	48.00	038977	LIB FEB 2023		P N W MISCELLANEOUS FE	10.25.011.08.5399
FRATERNAL ORDER OF POLIC 004537								
180770	03/03/23	PAYROLL DEDUCTION	1,467.00	038956	FEB		P - W UNION DUES PAYAB	10.2190
H D INDUSTRIES INC 005348								
180771	03/03/23	ST #710 VEH MAINT	129.64	038957	33260		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
HAMPEL OIL INC 006639		180772	03/03/23	WWT OIL	2,542.46	038958	91640063		P -	W LIFT STATION MAI	92.70.902.14.5525
HARCROS CHEMICALS INC 004349		180773	03/03/23	WTR SODIUM FLUORIDE	9,636.00	038978	010250503	230035	P -	W CHEMICALS	90.70.802.04.5010
HILL/DAVID 000528		180774	03/03/23	CCTR SWIM INSTR	198.00	038959	2/25		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		180774	03/03/23	CCTR SWIM INSTR	104.00	038959	2/25		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
					302.00	*CHECK TOTAL					
VENDOR TOTAL					302.00						
HOFFMAN/DR BRADFORD V 005904		180775	03/03/23	FIRE 2023 MEDICAL DIRECT	1,000.00	038979	MARCH	230008	P M W	MEDICAL FEES	10.50.311.08.5356
INDEPENDENT SALT 000575		180776	03/03/23	PW 2023 ROAD SALT	4,788.42	038980	0176612-IN	230005	P -	W INVENTORY-ROAD S	10.1730
		180776	03/03/23	PW 2023 ROAD SALT	4,802.71	038981	0176613-IN	230005	P -	W INVENTORY-ROAD S	10.1730
					9,591.13	*CHECK TOTAL					
VENDOR TOTAL					9,591.13						
JOEL REINOEHL MARKETING 000012		180777	03/03/23	PKS FIELD SPONSORSHIP	630.00	038960	FM005		P N W	MISCELLANEOUS FE	61.60.458.08.5399
JONES/NATHAN 005257		180778	03/03/23	CCTR SWIM INSTR	144.00	038961	2/26		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		180778	03/03/23	CCTR SWIM INSTR	78.00	038961	2/26		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
					222.00	*CHECK TOTAL					
VENDOR TOTAL					222.00						
K C WINWATER WORKS CO 002767		180779	03/03/23	WTR INVENTORY	410.00	038962	306922 01		P -	W MAINS & LINES MA	90.70.801.14.5532
KEY EQUIPMENT & SUPPLY C 007275		180780	03/03/23	WWT EQUIPMENT	1,446.76	038963	KC207243		P -	W MAINS & LINES MA	92.70.901.14.5532
LANDWORKS STUDIO, LLC 000504		180781	03/03/23	PRKS MASTER PLAN PROJECT	1,504.00	038982	22-003-08	220072	P -	W MISCELLANEOUS EX	10.95.140.38.5989
LAUGHLIN/BEN 000618		180782	03/03/23	POL TYPE II INSTR CLASS	309.75	038964	3/13-3/22		P -	W TRAINING TRAVEL	69.40.501.06.5210
LEINTZ LAWN & CONSTRUCTI 000566		180783	03/03/23	CEM OPEN/CLOSINGS	1,550.00	038965	1849		P N W	CONTRACT LABOR	73.70.226.08.5397
		180783	03/03/23	CEM OPEN/CLOSINGS	1,100.00	038966	1862		P N W	CONTRACT LABOR	73.70.226.08.5397
					2,650.00	*CHECK TOTAL					
VENDOR TOTAL					2,650.00						
LIBERTY AGGREGATES LLC 004693		180784	03/03/23	PKS ROCK	327.35	038967	21087		P -	W BUILDING MAINTEN	60.60.420.14.5571
		180784	03/03/23	CEM ROCK	327.34	038967	21087		P -	W GROUNDS/LANDSCAP	73.70.226.14.5575

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
LIBERTY AGGREGATES LLC 004693		180784	03/03/23	ROCK-H HWY PROJECT	543.14	038968	21088		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
					1,197.83	*CHECK TOTAL					
				VENDOR TOTAL	1,197.83						
LIBERTY SOLAR, LLC 006703		180785	03/03/23	SOLAR SERVICES	2,881.96	038969	44		P N W	ELECTRIC	61.60.458.12.5401
		180785	03/03/23	SOLAR SERVICES	7,335.33	038969	44		P N W	ELECTRIC	90.70.802.12.5401
		180785	03/03/23	SOLAR SERVICES	819.71	038969	44		P N W	ELECTRIC	92.70.902.12.5401
					11,037.00	*CHECK TOTAL					
				VENDOR TOTAL	11,037.00						
LIBERTY SPORTS OFFICIALS 009209		180786	03/03/23	PKS OFFICIATING SERVICES	268.00	038983	WINTER 6-2023	230011	P - W	CONTRACT LABOR	61.60.458.08.5397
LINEAGE MAILING SERVICES 000391		180787	03/03/23	UTIL BILL ENVELOPES	6,308.58	038970	202452		P N W	OUTSIDE PRINTING	90.30.133.04.5120
		180787	03/03/23	UTIL BILL ENVELOPES	6,308.57	038970	202452		P N W	OUTSIDE PRINTING	92.30.134.04.5120
					12,617.15	*CHECK TOTAL					
				VENDOR TOTAL	12,617.15						
MCNEILEPAPPAS PC 000445		180788	03/03/23	PAYROLL DEDUCTION	280.00	038971	04CV234682		P - W	GARNISHMENT PAYA	90.2187
		180788	03/03/23	PAYROLL DEDUCTION	280.00	038971	04CV234682		P - W	GARNISHMENT PAYA	92.2187
					560.00	*CHECK TOTAL					
				VENDOR TOTAL	560.00						
MEALS ON WHEELS 003134		180789	03/03/23	AGING FEB MEALS	3,281.85	038984	8		P - W	MEALS ON WHEELS	10.60.481.04.5064
METROPOLITAN TELECOMM; M 000243		180790	03/03/23	T&L POTS LINES	783.01	038985	01005310623038		P - W	TELECOMMUNICATIO	10.90.132.12.5455
MIDWAY FORD TRUCK CENTER 000582		180791	03/03/23	FIRE #627 PREV MAINT	302.14	038986	R100394612:01		P - W	VEHICLE MAINTENA	10.50.311.14.5541
MIDWEST DIESEL PERFORMAN 000533		180792	03/03/23	WWT #185 MAINT	843.18	038987	1262		P - W	VEHICLE MAINTENA	92.70.901.14.5541
		180792	03/03/23	WTR #119 MAINT	150.00	038988	1275		P - W	VEHICLE MAINTENA	90.70.801.14.5541
		180792	03/03/23	WTR #119 MAINT	150.00	038989	1275		P - W	VEHICLE MAINTENA	92.70.901.14.5541
					1,143.18	*CHECK TOTAL					
				VENDOR TOTAL	1,143.18						
MIDWEST OFFICE TECHNOLOG 008612		180793	03/03/23	COPIER USAGE	128.68	038990	INST352180		P - W	COPIER LEASE & U	10.20.001.04.5110
MISSISSIPPI LIME CO INC 005761		180794	03/03/23	WTR HYDRATED LIME	8,428.89	038992	1657994	230034	P - W	CHEMICALS	90.70.802.04.5010

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
MO DEPT OF NATURAL RESOU 005229									
180795	03/03/23	WTR LEE CHEM OVERSIGHT	2,332.81	038991	33014			P - W MISCELLANEOUS FE	90.70.802.08.5345
MOTOROLA INC 002018									
180796	03/03/23	FIRE RADIO UPGRADE	46,480.70	038993	8281571205	230017	P - W	MISCELLANEOUS EX	10.95.140.38.5989
180796	03/03/23	FIRE RADIO UPGRADE	29,324.30	038994	8281571201	230017	F - W	MISCELLANEOUS EX	10.95.140.38.5989
			75,805.00	*CHECK TOTAL					
		VENDOR TOTAL	75,805.00						
MURCH/DOUGLAS G 005463									
180797	03/03/23	CCTR EQUIP RPRS	65.00	038995	1605			P N W MISC EQUIPMENT M	65.60.491.14.5559
NIMMO/JOHN .14352									
180798	03/03/23	WTR REFUND OVERPMT	545.99	038996	WTR REFUND			P - W WATER REFUNDS	90.2495
OKTA 006464									
180799	03/03/23	T&L SOFTWARE RENEWAL	22,005.54	038997	INV189891			P - W SOFTWARE MAINTEN	10.90.132.14.5591
180799	03/03/23	T&L SOFTWARE RENEWAL	4,401.11	038997	INV189891			P - W OTHER PREPAYMENT	10.1810
			26,406.65	*CHECK TOTAL					
		VENDOR TOTAL	26,406.65						
OLSSON ASSOCIATES 009235									
180800	03/03/23	P&D COMPREHENSIVE PLAN	4,881.88	038998	449176	220091	P - W	COMPREHENSIVE PL	56.70.630.38.5850
OUTDOOR RESTROOMS LLC 003763									
180801	03/03/23	PKS PORT A POTS	225.00	038999	674576			P - W RENTAL	60.60.420.18.5611
PADDACK/DUSTIN 005340									
180802	03/03/23	FIRE NFA TRAINING CLASS	383.50	039000	3/12-3/18			P - W TRAINING COSTS	10.50.315.06.5259
PROFESSIONAL PEST SOLUTI 006333									
180803	03/03/23	FIRE PEST CONTROL	30.00	039001	11806			P - W PEST CONTROL/MOP	10.50.300.08.5369
180803	03/03/23	FIRE PEST CONTROL	30.00	039002	11805			P - W PEST CONTROL/MOP	10.50.300.08.5369
180803	03/03/23	FIRE PEST CONTROL	30.00	039003	11804			P - W PEST CONTROL/MOP	10.50.300.08.5369
180803	03/03/23	PEST CONTROL	43.00	039004	11812			P - W BUILDING MAINTEN	10.70.225.14.5571
180803	03/03/23	PEST CONTROL	40.00	039005	11814			P - W FACILITIES MAINT	10.70.221.14.5572
			173.00	*CHECK TOTAL					
		VENDOR TOTAL	173.00						
PUR-O-ZONE, INC. 000622									
180804	03/03/23	CLEANING MACHINE	1,500.00	039006	869698			P - W BUILDING MAINTEN	90.70.801.14.5571
180804	03/03/23	CLEANING MACHINE	1,500.00	039006	869698			P - W BUILDING MAINTEN	92.70.901.14.5571
180804	03/03/23	CLEANING MACHINE	1,500.00	039006	869698			P - W BUILDING MAINTEN	92.70.902.14.5571
			4,500.00	*CHECK TOTAL					
		VENDOR TOTAL	4,500.00						
RED FORCE INC/THE 005911									
180805	03/03/23	WWT EXTINGUISHER INSPECT	990.44	039007	RF516723			P - W BUILDING MAINTEN	92.70.902.14.5571
180805	03/03/23	WTR REPORT STORAGE	266.33	039008	RF383623			P - W BUILDING MAINTEN	90.70.801.14.5571
180805	03/03/23	WWT REPORT STORAGE	266.33	039008	RF383623			P - W BUILDING MAINTEN	92.70.901.14.5571
			1,523.10	*CHECK TOTAL					

Payments by Vendor

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
RED FORCE INC/THE 005911								
VENDOR TOTAL			1,523.10					
REJIS COMMISSION 006030								
180806	03/03/23	MOBILE TICKET INTERFACE	132.00		039009 502140		P - W MISCELLANEOUS FE 10.20.131.08.5399	
180806	03/03/23	COURT FEES	32.55		039010 502437		P - W MISCELLANEOUS FE 10.20.131.08.5399	
180806	03/03/23	COURT FEES	60.00		039010 502437		P - W MISCELLANEOUS FE 10.20.131.08.5399	
VENDOR TOTAL			224.55	*CHECK TOTAL				
			224.55					
REPUBLIC SERVICES #468 008397								
180807	03/03/23	SOLID WASTE COLLECTION	128,441.24		039011 FEB 23		P - W NEIGHBORHOOD COL 98.70.227.08.5381	
180807	03/03/23	RECYCLING COLLECTION	38,512.97		039011 FEB 23		P - W NEIGHBORHOOD COL 98.70.227.08.5381	
VENDOR TOTAL			166,954.21	*CHECK TOTAL				
			166,954.21					
ROADBUILDERS MACHINERY I 002958								
180808	03/03/23	TRACKHOE BUCKET LOCKS	28.48		039012 P62903		P - W MISC EQUIPMENT M 90.70.801.14.5559	
180808	03/03/23	TRACKHOE BUCKET LOCKS	28.48		039012 P62903		P - W MISC EQUIPMENT M 92.70.901.14.5559	
VENDOR TOTAL			56.96	*CHECK TOTAL				
			56.96					
SAFEGAURD BUSINESS SYSTE 000428								
180809	03/03/23	DEPOSIT TICKETS	311.04		039013 9000039069		P - W COPIER LEASE & U 10.20.131.04.5110	
SHI INTERNATIONAL CORP 000027								
180810	03/03/23	T&L SW RENEWAL	2,649.17		039014 B16473739		P - W INTERNET SERVICE 10.90.132.08.5304	
180810	03/03/23	T&L SW RENEWAL	240.83		039014 B16473739		P - W OTHER PREPAYMENT 10.1810	
VENDOR TOTAL			2,890.00	*CHECK TOTAL				
			2,890.00					
ST LOUIS CO MUNICIPAL LE 006655								
180811	03/03/23	TRAINING ACADEMY	200.00		039015 2023		P - W MISCELLANEOUS EX 10.20.001.38.5989	
SUTTON/KATELYN DANIELLE 000327								
180812	03/03/23	CCTR SWIM INSTR	45.00		039016 2/21-2/27		P N W PRIVATE SWIMMING 65.60.417.08.8125	
180812	03/03/23	CCTR SWIM INSTR	50.00		039016 2/21-2/27		P N W SWIM TEAM BASICS 65.60.417.08.8121	
180812	03/03/23	CCTR SWIM INSTR	75.00		039016 2/21-2/27		P N W SWIM TEAM COMPET 65.60.417.08.8113	
180812	03/03/23	CCTR SWIM INSTR	40.00		039016 2/21-2/27		P N W SWIM TEAM BASICS 65.60.417.08.8121	
VENDOR TOTAL			210.00	*CHECK TOTAL				
			210.00					
TAXPAYERS UNLIMITED INC 004954								
180813	03/03/23	FIRE DUES	20.00		039017 FEB		P - W UNION DUES PAYAB 10.2188	
TRANSYSTEMS 006939								
180814	03/03/23	PW 291/BLUE JAY-STEWART	3,394.15		039018 INV-0004008528 220135		P - W TRAFFIC SIGNAL U 52.75.607.14.5626	
TYLER TECHNOLOGIES-INCOD 005066								
180815	03/03/23	T&L COURT ONLINE	175.00		039019 025-412471		P - W SOFTWARE MAINTEN 10.90.132.14.5591	

Payments by Vendor

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
VON FINTEL/ROSEMARIE 005659								
180816	03/03/23	CCTR DOG OBEDIENCE	107.80		039020 W/S 2023-1		P N W COMMUNITY PROGRA	65.60.417.08.8602
180816	03/03/23	CCTR DOG OBEDIENCE	1,029.00		039020 W/S 2023-1		P N W COMMUNITY PROGRA	65.60.417.08.8602
			1,136.80		*CHECK TOTAL			
		VENDOR TOTAL	1,136.80					
WITMER/LISA .14349								
180817	03/03/23	CCTR REFUND MEMBERSHIP	49.75		039021 1767909		P - W REFUNDS PAYABLE	65.2265
WORK ZONE INC/THE 008901								
180818	03/03/23	ST SIGN MATERIALS	610.28		039022 64568		P - W STREET SIGNS	50.75.607.14.5641
180818	03/03/23	ST SIGN MATERIALS	55.72		039023 64653		P - W STREET SIGNS	50.75.607.14.5641
180818	03/03/23	ST SIGN MATERIALS	101.75		039024 64710		P - W STREET SIGNS	50.75.607.14.5641
			767.75		*CHECK TOTAL			
		VENDOR TOTAL	767.75					
ZONES INC 004299								
180819	03/03/23	WWT TOWER ANTENNA	639.72		039025 K20249780104		P - W SOFTWARE MAINTEN	92.70.901.14.5591
180819	03/03/23	T&L VEEAM LIC	4,072.26		039026 K20629710101		P - W IT MAINTENANCE &	10.90.132.14.5555
			4,711.98		*CHECK TOTAL			
		VENDOR TOTAL	4,711.98					

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER 007674								
1863	02/28/23	CREDIT REFUND ORDER WAS	104.08	CR			- M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	CREDIT REFUND ORDER WAS	104.08	CR			M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	COFFEE FOR BOARD ROOM	11.21				M GENERAL SUPPLIES	65.60.491.04.5001
1863	02/28/23	600 CW	21.99				M VEHICLE MAINTENA	10.50.301.14.5541
1863	02/28/23	HACH TNT PARTIAL ORDER	62.11				M LAB SUPPLIES	92.70.902.04.5014
1863	02/28/23	FENCE TIES	111.50				M MAINTENANCE MATE	60.60.420.04.5009
1863	02/28/23	NITRILE GLOVES	200.71				M GENERAL SUPPLIES	92.70.902.04.5001
1863	02/28/23	REPLACEMENT SWITCHES FOR	953.61				M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	POL OFFICE SUPPLIES	75.39				- M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	LINT ROLLERS	6.94				M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	PARTS FOR CALF MACHINE R	456.24				M MISC EQUIPMENT M	65.60.491.14.5559
1863	02/28/23	HACH TNT, BEAKERS, AND B	1,166.46				M LAB SUPPLIES	92.70.902.04.5014
1863	02/28/23	CONCESSION TABLES	541.07				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	BATTERY FOR DRAG	57.06				M MISC EQUIPMENT M	61.60.458.14.5559
1863	02/28/23	HOLIDAY SUPPLIES	50.74				M RECREATION SUPPL	10.60.483.04.5004
1863	02/28/23	WORK SHIRTS LIBERTY LOGO	32.00				M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	PIPE GLUE TO REPAIR WATE	26.24				M MISCELLANEOUS EX	73.70.226.38.5989
1863	02/28/23	SSL CERT FOR EXPRESSWAY	484.00				M TELEPHONE SYSTEM	10.90.132.14.5586
1863	02/28/23	PARKING LOT LIGHT	141.41				M BUILDING MAINTEN	90.70.802.14.5571
1863	02/28/23	WINDOW COVER UP FOR IT	65.25				M FACILITIES MAINT	10.70.221.14.5572

1863	02/28/23	TARP FOR DIRT	120.00
1863	02/28/23	POL OFFICE SUPPLIES	14.04
1863	02/28/23	PC WW-A LICENSE RENEWAL	46.15
1863	02/28/23	CEILING AIR DIVERTER FOR	37.09
1863	02/28/23	SCREWS	16.68
1863	02/28/23	FBI LEEDA YEARLY MEMBERS	50.00
1863	02/28/23	FIRE #626 PREV. MAINT.	179.54
1863	02/28/23	WORK SHIRTS	120.00
1863	02/28/23	WORK SHIRTS LIBERTY LOGO	32.00
1863	02/28/23	VEHICLE MAINTENANCE 624	179.54
1863	02/28/23	MARKING PAINT	111.36
1863	02/28/23	BREAKROOM SHELF AND WOOD	74.93
1863	02/28/23	MOKAN CHALLENGE NEGOTIAT	145.00
1863	02/28/23	SERVERROOM WATER FILTRAT	249.99
1863	02/28/23	PVC FITTING AND PVC CEME	25.26
1863	02/28/23	TOOLS	32.44
1863	02/28/23	MOKAN CHALLENGE NEGOTIAT	145.00
1863	02/28/23	627 REPAIRS	767.62
1863	02/28/23	REIMB EXP	18.48
1863	02/28/23	CONCRETE FOR BENNETT DIS	1,225.75
1863	02/28/23	CAT 6 CABLE, CELL PHONE	59.36
1863	02/28/23	CAT 6 CABLE, CELL PHONE	162.49
1863	02/28/23	MOKAN CHALLENGE NEGOTIAT	145.00
1863	02/28/23	MOKAN CHALLENGE NEGOTIAT	145.00
1863	02/28/23	ROPE	10.99
1863	02/28/23	NAME PLATES FOR CITY COU	77.00
1863	02/28/23	SUPPLIES FOR COURT	34.94
1863	02/28/23	EQUIPMENT FILTERS	200.00
1863	02/28/23	EQUIPMENT FILTERS	42.55
1863	02/28/23	FIRE #600 CORE CREDIT	44.00CR

M LANDSCAPING	52.60.420.14.5583
- M GENERAL SUPPLIES	10.40.500.04.5001
M TRAINING COSTS	92.70.902.06.5259
- M MAINT-OFFICE EQU	10.90.132.14.5551
M BUILDING IMPROVE	61.60.458.36.7402
M MEMBERSHIP DUES	10.40.500.38.5811
M VEHICLE MAINTENA	10.50.311.14.5541
M CLOTHING EXPENSE	92.70.902.38.5812
M CLOTHING EXPENSE	90.70.801.38.5812
M VEHICLE MAINTENA	10.50.300.14.5541
- M GENERAL SUPPLIES	90.70.801.04.5001
M BUILDING IMPROVE	61.60.458.36.7402
M REGISTRATION FEE	10.40.500.06.5251
M MAINT-OFFICE EQU	10.90.132.14.5551
M MISC EQUIPMENT M	90.70.802.14.5559
M BUILDING IMPROVE	61.60.458.36.7402
M REGISTRATION FEE	10.40.500.06.5251
M VEHICLE MAINTENA	10.50.311.14.5541
- M A/R REIMBURSEABL	10.1405
M RECREATION SUPPL	60.60.415.04.5004
M MOBILE PHONES	10.90.132.12.5453
M MINOR COMPUTER E	10.90.132.18.5605
M REGISTRATION FEE	10.40.500.06.5251
M REGISTRATION FEE	10.40.500.06.5251
M GENERAL SUPPLIES	10.70.225.04.5001
M MISCELLANEOUS EX	10.10.101.38.5989
M GENERAL SUPPLIES	10.20.131.04.5001
M VEHICLE MAINTENA	60.60.420.14.5541
M MISC EQUIPMENT M	61.60.458.14.5559
M VEHICLE MAINTENA	10.50.301.14.5541

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1863	02/28/23	UNIFORM PANTS	59.96				M CLOTHING EXPENSE	10.70.225.38.5812
1863	02/28/23	PEA GRAVEL FOR 1140 CAME	32.96				M MAINS & LINES MA	90.70.801.14.5532
1863	02/28/23	601 AND 602 TAILGATE SEA	59.98				M VEHICLE MAINTENA	10.50.300.14.5541
1863	02/28/23	TAPE MEASURE FOR TRUCK 1	10.98				M SMALL TOOLS	90.70.801.04.5018
1863	02/28/23	LAB SUPPLIES	932.97				M LAB SUPPLIES	90.70.802.04.5014
1863	02/28/23	PEA GRAVEL FOR RESTORATI	24.72				M MAINS & LINES MA	90.70.801.14.5532
1863	02/28/23	TRUCK 308 REPAIR	99.34				M VEHICLE MAINTENA	60.60.420.14.5541
1863	02/28/23	CREDIT VOUCHER OREILLY A	45.00CR				M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	FIRE #600 BATTERY	357.04				M VEHICLE MAINTENA	10.50.301.14.5541
1863	02/28/23	COFFEE POT REPLACEMENT	109.94				M GENERAL SUPPLIES	90.70.802.04.5001
1863	02/28/23	BITS FOR DRILL	66.94				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	MAGNETIC LEVELS FOR TRUC	32.94				M SMALL TOOLS	90.70.801.04.5018
1863	02/28/23	FERTILIZER	47.98				M MAINS & LINES MA	90.70.801.14.5532
1863	02/28/23	186 ALTERNATOR	266.67				M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	BATTERIES	16.72				- M FACILITIES MAINT	10.70.221.14.5572
1863	02/28/23	SAFETY ITEMS AND CHAIRS/	207.00				M PROTECTIVE CLOTH	92.70.901.38.5813
1863	02/28/23	SAFETY ITEMS AND CHAIRS/	207.00				M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	SAFETY ITEMS AND CHAIRS/	721.62				M BUILDING MAINTEN	92.70.901.14.5571
1863	02/28/23	SAFETY ITEMS AND CHAIRS/	721.62				M BUILDING MAINTEN	90.70.801.14.5571
1863	02/28/23	DISC GOLF BENNETT CONCRE	366.00				M RECREATION SUPPL	60.60.415.04.5004
1863	02/28/23	REPAIR AND UPDATE OF FIR	3,416.52				M BUILDING MAINTEN	90.70.802.14.5571
1863	02/28/23	REPLACEMENT MICE FOR DIS	43.62				- M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	MANHOLE LIFTER	1,571.90				M MINOR EQUIPMENT	92.70.901.18.5601
1863	02/28/23	WEB CAM	84.99				M GENERAL SUPPLIES	90.70.803.04.5001
1863	02/28/23	WORK BOOTS	239.95				M PROTECTIVE CLOTH	10.70.225.38.5813
1863	02/28/23	CREDIT VOUCHER MENARDS 3	11.99CR				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	SUPPLIES FOR COURT	8.15				M GENERAL SUPPLIES	10.20.131.04.5001
1863	02/28/23	600 CW	21.99				M VEHICLE MAINTENA	10.50.301.14.5541
1863	02/28/23	OFFICE SUPPLIES	17.96				M GENERAL SUPPLIES	90.30.133.04.5001
1863	02/28/23	OFFICE SUPPLIES	17.96				M GENERAL SUPPLIES	92.30.134.04.5001
1863	02/28/23	OFFICE SUPPLIES	17.96				M GENERAL SUPPLIES	10.30.130.04.5001
1863	02/28/23	HI-LITER	8.47				M BUILDING MAINTEN	92.70.901.14.5571
1863	02/28/23	COMPUTER SPEAKERS	29.96				M MINOR EQUIPMENT	10.90.132.18.5601
1863	02/28/23	DELIVERY OF FURNITURE	20.97				M OTHER	10.25.011.38.5989
1863	02/28/23	COUNTER TOP VINYL FOR FI	34.97				- M MAINTENANCE MATE	65.60.491.04.5009
1863	02/28/23	SPECTRUM FIBER CIRCUIT	80.00				M INTERNET SERVICE	10.90.132.08.5304
1863	02/28/23	SHIRT PATCHES	20.00				- M CLOTHING EXPENSE	10.50.300.38.5812
1863	02/28/23	WATER PUMPS	207.59				M MINOR EQUIPMENT	90.70.801.18.5601
1863	02/28/23	HDLI SIGNS	3.96				M STREET SIGNS	50.75.607.14.5641
1863	02/28/23	VENTS, DRILLS FOR COMPLE	338.47				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	ORAL BOARD LUNCH	63.00				M MEETING EXPENSE	10.40.500.38.5803
1863	02/28/23	Z 950R REPAIR	136.27				M MISC EQUIPMENT M	61.60.458.14.5559
1863	02/28/23	SCRAPING TOOL FOR PAINTI	18.25				M MAINTENANCE MATE	65.60.491.04.5009
1863	02/28/23	STEEL DOORS, OSB PLYWOOD	2,741.06				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	DEPT SB SHIRTS	1,152.00				M CLOTHING EXPENSE	10.50.301.38.5812
1863	02/28/23	GRIEF SUPPORT SUPPLIES	134.90				M PROGRAM SUPPLIES	10.60.483.04.5099
1863	02/28/23	PLUG FOR MOWERS	24.05				M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	CREDIT VOUCHER LOWES #01	15.61CR				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	BACKGROUND CHECKS FOR CO	138.58				M RECREATION SUPPL	61.60.458.04.5004
1863	02/28/23	SWEATSHIRT FOR UNIFORM	36.88				M CLOTHING EXPENSE	10.70.225.38.5812

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1863	02/28/23	BATTERY ADAPTER	43.48					M SMALL TOOLS	90.70.801.04.5018
1863	02/28/23	TAX CHARGE CREDIT	10.32CR					M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	TAX CHARGE CREDIT	10.31CR					M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	CONCRETE AND LEAK STOP	118.94					M MAINS & LINES MA	92.70.901.14.5532
1863	02/28/23	UNIFORM CREDIT VOUCHER A	24.08CR					M CLOTHING EXPENSE	10.70.225.38.5812
1863	02/28/23	PROPANE BLAST TORCH	72.68					M MINOR EQUIPMENT	90.70.801.18.5601
1863	02/28/23	PROPANE BLAST TORCH	72.68					M MINOR EQUIPMENT	92.70.901.18.5601
1863	02/28/23	TORCH CART	132.13					M MINOR EQUIPMENT	90.70.801.18.5601
1863	02/28/23	TORCH CART	132.12					M MINOR EQUIPMENT	92.70.901.18.5601
1863	02/28/23	SHOP SUPPLIES	94.88					M MISCELLANEOUS EX	92.70.901.38.5989
1863	02/28/23	SHOP SUPPLIES	94.88					M MISCELLANEOUS EX	92.70.901.38.5989
1863	02/28/23	OFFICE CUPS & DOOR STOP	45.85					M GENERAL SUPPLIES	92.70.902.04.5001
1863	02/28/23	CHALLENGERUNNER FOR EMPL	156.00					M MEMBERSHIP DUES	65.60.491.38.5811
1863	02/28/23	MOWER REPAIR CAP FED AND	121.98					M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	MOWER REPAIR CAP FED AND	73.19					M MISC EQUIPMENT M	61.60.458.14.5559
1863	02/28/23	MOWER REPAIR CAP FED AND	48.79					M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	TABLET HOLDER FOR TRUCK	29.49					M GENERAL SUPPLIES	10.70.201.04.5001
1863	02/28/23	WORK SHOES AND PANTS.	218.92					M CLOTHING EXPENSE	61.60.458.38.5812
1863	02/28/23	BIRTHDAY PARTY PACKAGE	95.00					M BIRTHDAY PARTIES	65.60.417.08.8805
1863	02/28/23	WIPERS FOR SOLITAX PROBE	108.64					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	VACUUM	69.99					M BUILDING MAINTEN	92.70.901.14.5571
1863	02/28/23	VACUUM	69.99					M BUILDING MAINTEN	90.70.801.14.5571
1863	02/28/23	BREAKROOM SPORTS COMPLEX	31.74					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	COVERALLS AND COAT	134.98					M PROTECTIVE CLOTH	90.70.802.38.5813
1863	02/28/23	UV SHIRTS	88.61					M CLOTHING EXPENSE	60.60.420.38.5812
1863	02/28/23	PENS	14.99					M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	FAUCETS FOR CONCESSION S	2,825.79					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	COMMERCIAL GRADE DOOR ST	124.80					M BUILDING MAINTEN	90.70.801.14.5571
1863	02/28/23	FIRE EQUIPMENT SUPPLIES	136.32					M EQUIPMENT SUPPLI	10.50.301.04.5017
1863	02/28/23	TOOLS FOR LEVELING AND D	352.94					M SMALL TOOLS	92.70.902.04.5018
1863	02/28/23	ACETYLENE FOR TORCH	287.03					M BUILDING MAINTEN	90.70.801.14.5571
1863	02/28/23	TRUCK #703 PULLY	36.12					M VEHICLE MAINTENA	10.70.225.14.5541
1863	02/28/23	OFFICE SUPPLIES	4.68					M GENERAL SUPPLIES	92.30.134.04.5001
1863	02/28/23	OFFICE SUPPLIES	4.68					M GENERAL SUPPLIES	90.30.133.04.5001
1863	02/28/23	OFFICE SUPPLIES	4.68					M GENERAL SUPPLIES	10.30.130.04.5001
1863	02/28/23	UNIFORM SHIRTS	154.89					- M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	UNIFORM SHIRTS	154.89					- M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	SAFETY VEST	19.99					M PROTECTIVE CLOTH	10.70.225.38.5813
1863	02/28/23	CLEANING SUPPLIES	26.47					M GENERAL SUPPLIES	60.60.420.04.5001
1863	02/28/23	OFFICE SUPPLIES, BREAK R	136.64					M GENERAL SUPPLIES	90.70.802.04.5001
1863	02/28/23	VACUUM FOR BUSES	96.58					M GENERAL SUPPLIES	10.60.482.04.5001
1863	02/28/23	UNIT 202 FLASHLIGHT BATT	31.80					M MINOR EQUIPMENT	10.40.500.18.5601
1863	02/28/23	SUPPLIES FOR AST HACH EN	54.70					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	SHIRTS	87.00					M CLOTHING EXPENSE	10.70.201.38.5812
1863	02/28/23	FIRE EQUIPMENT SUPPLIES	7.98					M EQUIPMENT SUPPLI	10.50.301.04.5017
1863	02/28/23	SUPPLIES FOR COURT	55.38					M GENERAL SUPPLIES	10.20.131.04.5001
1863	02/28/23	PROPANE FOR POTHOLE TRUC	96.32					M ASPHALT-STREET R	50.75.607.14.5621
1863	02/28/23	AWS BILLING FOR DRUVA PR	21.92					M INTERNET SERVICE	10.90.132.08.5304
1863	02/28/23	HI-LITER	8.99					M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	FIRE DEF	377.99					M MAINTENANCE MATE	10.50.301.04.5009

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1863	02/28/23	OIL FOR PUMP AND FUNNELS	13.17				M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	FIRE CREDIT	10.96CR				M EQUIPMENT SUPPLI	10.50.301.04.5017
1863	02/28/23	TRUCK# 703 BELT	57.18				M VEHICLE MAINTENA	10.70.225.14.5541
1863	02/28/23	ACCIDENTAL PERSONAL EXPE	20.18				- M A/R REIMBURSEABL	10.1405
1863	02/28/23	NEW OFFICE FURNITURE	2,489.20				M OTHER	10.25.011.38.5989
1863	02/28/23	THREE SHELVES FOR EQUIPM	551.70				M MAINS & LINES MA	90.70.801.14.5532
1863	02/28/23	BOLTS FOR SLUDGE PUMP	9.20				M WATER PLANT MAIN	90.70.802.14.5534
1863	02/28/23	HDLI SIGNS	9.90				M STREET SIGNS	50.75.607.14.5641
1863	02/28/23	6INCH FLANGE FOR EFFLUEN	60.39				M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	ELECTRICAL SERVICES FOR	1,687.84				M WATER PLANT MAIN	90.70.802.14.5534
1863	02/28/23	SOLID TIRES FOR DOLLY	79.48				M FACILITIES MAINT	10.70.221.14.5572
1863	02/28/23	POSTAGE	53.10				M GENERAL SUPPLIES	90.70.802.04.5001
1863	02/28/23	FALLS PREVENTION DUES	31.64				M MEMBERSHIP DUES	10.60.483.38.5811
1863	02/28/23	CREDIT VOUCHER LOWES #01	21.30CR				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	CHAIN TO HANG HDLI SIGNS	11.28				M STREET SIGNS	50.75.607.14.5641
1863	02/28/23	FILTER FOR BOOM SPRAYER	2.50				M MISC EQUIPMENT M	61.60.458.14.5559
1863	02/28/23	SUNSCREEN SARAH	44.34				M LANDSCAPING	52.60.420.14.5583
1863	02/28/23	BATTERY FOR 1445	122.36				M VEHICLE MAINTENA	60.60.420.14.5541
1863	02/28/23	ROSEBUD AND OXYGEN TANK	123.18				M MINOR EQUIPMENT	90.70.801.18.5601
1863	02/28/23	ROSEBUD AND OXYGEN TANK	123.18				M MINOR EQUIPMENT	92.70.901.18.5601
1863	02/28/23	EXTENSION CABLES FOR HAC	1,423.96				M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	CANDY FOR CULTURE CLUB V	37.51				M OTHER TRAINING	60.60.415.06.5259
1863	02/28/23	KAA MEMBERSHIP	20.00				M LANDSCAPING	52.60.420.14.5583
1863	02/28/23	DECON SUPPLIES	143.84				M MINOR EQUIPMENT	10.50.301.18.5601
1863	02/28/23	DESKTOP RISER	707.84				M GENERAL SUPPLIES	92.70.902.04.5001
1863	02/28/23	UNIFORM SHOES	139.99				- M CLOTHING EXPENSE	61.60.458.38.5812
1863	02/28/23	REPLACEMENT PART FOR CAL	165.22				M MISC EQUIPMENT M	65.60.491.14.5559
1863	02/28/23	OFFICE MATERIALS	56.97				M GENERAL SUPPLIES	90.70.802.04.5001
1863	02/28/23	CLEANER	7.89				M CONST CNTRCT-CLA	94.70.801.36.7510
1863	02/28/23	REPAIR POLE SAW SARAH	67.99				M LANDSCAPING	52.60.420.14.5583
1863	02/28/23	LUNCH FOR 200/248 AT MEE	33.06				M MEETING EXPENSE	10.40.500.38.5803
1863	02/28/23	BREAKROOM SPORTS COMPLEX	15.65				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	POWER STRIP FOR STATION	49.48				- M BUILDING MAINTEN	10.50.300.14.5571
1863	02/28/23	BLACK TONER FOR THE POLI	157.75				M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	DRAIN/SINK PARTS 4/5 PLE	129.66				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	DETAIL CLEANING OF UNIT	125.00				M VEHICLE MAINTENA	10.40.500.14.5541
1863	02/28/23	COMPUTER SPEAKERS / HEAD	54.49				M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	COMPUTER SPEAKERS / HEAD	54.48				M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	602 CHAIR	209.99				M BUILDING MAINTEN	10.50.300.14.5571
1863	02/28/23	DESK CALENDARS & 2023 PL	69.98				M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	PARKS AND REC ADMIN OFFI	33.78				M GENERAL SUPPLIES	60.60.415.04.5001
1863	02/28/23	UNIFORM PROTECTIVE CLOTH	145.24				M PROTECTIVE CLOTH	92.70.901.38.5813
1863	02/28/23	UNIFORM PROTECTIVE CLOTH	145.24				M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	2-CYCLE OIL FOR SAWS, WA	73.97				M MAINS & LINES MA	90.70.801.14.5532
1863	02/28/23	ADAPTERS FOR SOLITAX PRO	703.16				M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	RETIREMENT/PROMOTIONAL C	109.35				M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	VISIT LIBERTY FACEBOOK A	25.00				M ADVERTISING	67.20.061.08.5371
1863	02/28/23	DIESEL SUPPLEMENT	179.88				M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	MILLS CHAIR	187.89				M BUILDING MAINTEN	10.50.300.14.5571
1863	02/28/23	FIRE OFFICE SUPPLIES	58.44				M GENERAL SUPPLIES	10.50.300.04.5001

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1863	02/28/23	NEW COUPLER FOR THE LIME	19.95				- M BUILDING MAINTEN	90.70.801.14.5571
1863	02/28/23	CISSY CHAIR	209.99				M BUILDING MAINTEN	10.50.300.14.5571
1863	02/28/23	1/2" CONDUIT	3.57				M MISC EQUIPMENT M	90.70.801.14.5559
1863	02/28/23	1/2" CONDUIT	3.57				M MISC EQUIPMENT M	92.70.901.14.5559
1863	02/28/23	DEVIN SKILLMAN CLOTHING	107.97				M CLOTHING EXPENSE	61.60.458.38.5812
1863	02/28/23	JOHNS WORK BOOTS	239.95				M PROTECTIVE CLOTH	92.70.901.38.5813
1863	02/28/23	ANDREW PROTECTIVE	22.92				M PROTECTIVE CLOTH	92.70.901.38.5813
1863	02/28/23	VEHICLE LICENSING FOR UN	8.41				M MISCELLANEOUS FE	10.40.500.08.5399
1863	02/28/23	870 TRACTOR REPAIR	725.40				M MISC EQUIPMENT M	61.60.458.14.5559
1863	02/28/23	FRAMES FOR SIGNAGE	22.48				M GENERAL SUPPLIES	65.60.491.04.5001
1863	02/28/23	UNIFORM CLOTHING SHIRTS	128.84				M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	UNIFORM CLOTHING SHIRTS	128.84				M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	WATER LICENSE RENEWAL	61.45				M TRAINING COSTS	90.70.802.06.5259
1863	02/28/23	DIESEL SUPPLEMENT	43.98				M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	HEADLIGHT RESISTOR TRUCK	131.93				M VEHICLE MAINTENA	92.70.901.14.5541
1863	02/28/23	HEADLIGHT RESISTOR TRUCK	131.93				M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	WIRE FOR SPLITTING CIRCU	202.74				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	FIRE BUILDING MAINT.	46.75				M BUILDING MAINTEN	10.50.300.14.5571
1863	02/28/23	LAPTOP BACKPACKS	51.17				M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	LAPTOP BACKPACKS	51.17				M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	FIRE BUILDING MAINT.	7.76				M BUILDING MAINTEN	10.50.300.14.5571
1863	02/28/23	SHOE POLISH FOR PATROL B	37.40				M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	CREDIT VOUCHER SPECTRUM	135.00CR				M INTERNET SERVICE	10.90.132.08.5304
1863	02/28/23	HYDRAULIC FILTER	12.32				M VEHICLE MAINTENA	10.70.225.14.5541
1863	02/28/23	TURN SIGNAL BULB FOR UNI	6.59				M VEHICLE MAINTENA	10.40.500.14.5541
1863	02/28/23	CLINT-SHIRTS-CLOTHING	59.47				M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	CREDIT VOUCHER LOWES #01	5.96CR				M GENERAL SUPPLIES	10.70.225.04.5001
1863	02/28/23	MACK SOFTWARE UPGRADE AN	635.00				M VEHICLE MAINTENA	92.70.901.14.5541
1863	02/28/23	MACK SOFTWARE UPGRADE AN	635.00				M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	NEW BREAKROOM TRASH CAN	117.95				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	BREAKER FOR SPLITTING CI	19.71				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	DOOR KNOB FOR 3RD FLOOR	85.00				M FACILITIES MAINT	10.70.221.14.5572
1863	02/28/23	DUCT TAPE	5.96				M GENERAL SUPPLIES	10.70.225.04.5001
1863	02/28/23	CAMERA AND SPEAKERS FOR	164.34				M MINOR COMPUTER E	10.90.132.18.5605
1863	02/28/23	CREDIT VOUCHER OREILLY A	0.04CR				M VEHICLE MAINTENA	10.40.500.14.5541
1863	02/28/23	MOVING SKIDS FOR FURNITU	98.80				M FACILITIES MAINT	10.70.221.14.5572
1863	02/28/23	CLINT- BEANIES- CLOTHING	41.98				M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	TRUCK BED TOOL BOXES FOR	719.98				M VEHICLE MAINTENA	10.80.153.14.5541
1863	02/28/23	DUCT TAPE	5.48				M GENERAL SUPPLIES	10.70.225.04.5001
1863	02/28/23	WORK COAT FOR KYLE.	81.88				M CLOTHING EXPENSE	60.60.420.38.5812
1863	02/28/23	MARSHALL JEANS	79.95				M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	UNIFORM CLOTHING	59.95				- M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	UNIFORM CLOTHING	69.95				- M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	WEATHER STATION. LATCHES	184.97				M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	PRIZES FOR THE BUNNY HUN	58.60				M RECREATION SUPPL	60.60.415.04.5004
1863	02/28/23	MICHAEL BOOTS	199.95				M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	OFFICE SUPPLIES	3.99				M GENERAL SUPPLIES	10.30.130.04.5001
1863	02/28/23	OFFICE SUPPLIES	3.99				M GENERAL SUPPLIES	90.30.133.04.5001
1863	02/28/23	OFFICE SUPPLIES	4.00				M GENERAL SUPPLIES	92.30.134.04.5001
1863	02/28/23	UNIFORM CLOTHING SHOES	56.24				M CLOTHING EXPENSE	92.70.901.38.5812

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1863	02/28/23	UNIFORM CLOTHING SHOES	56.24				M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	604 CW	21.99				M VEHICLE MAINTENA	10.50.311.14.5541
1863	02/28/23	623 CW	21.99				M VEHICLE MAINTENA	10.50.301.14.5541
1863	02/28/23	MARSHALL BOOTS	179.95				M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	SHOES	88.57				M CLOTHING EXPENSE	61.60.458.38.5812
1863	02/28/23	CREDIT VOUCHER LOWES #01	58.44CR				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	CREDIT VOUCHER AMZN MKTP	104.97CR				M GENERAL SUPPLIES	10.60.482.04.5001
1863	02/28/23	RUGGED LAPTOP WIFI CARD	339.99				M MINOR EQUIPMENT	10.50.301.18.5601
1863	02/28/23	BINDER LABELS	17.18				M GENERAL SUPPLIES	90.70.803.04.5001
1863	02/28/23	DOUBLE SIDED STICKY TAPE	40.77				M GENERAL SUPPLIES	10.60.482.04.5001
1863	02/28/23	#172 HYD. HOSE	23.56				M MISC EQUIPMENT M	90.70.801.14.5559
1863	02/28/23	#172 HYD. HOSE	23.55				M MISC EQUIPMENT M	92.70.901.14.5559
1863	02/28/23	TWO LOW-PROFILE ROLLING	2,239.26				M MINOR EQUIPMENT	65.60.491.18.5601
1863	02/28/23	HY-VEE PARTY PACKAGE	95.00				M BIRTHDAY PARTIES	65.60.417.08.8805
1863	02/28/23	6 VOLT LANTERN BATTERIES	91.26				M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	WASHERS FOR VALVE REPAIR	2.07				M MAINS & LINES MA	90.70.801.14.5532
1863	02/28/23	SOCCER HEATER	55.74				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	NAME PLATES FOR RETIREME	40.00				M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	JACKSON PROTECTIVE	165.74				M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	OFFICE SUPPLIES	98.96				M GENERAL SUPPLIES	10.70.201.04.5001
1863	02/28/23	MACK TURBO INSTALL	608.15				M VEHICLE MAINTENA	92.70.901.14.5541
1863	02/28/23	MACK TURBO INSTALL	608.15				M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	E-NEWSLETTER SERVICE ANN	1,125.00				M MISCELLANEOUS EX	10.20.031.38.5989
1863	02/28/23	OFFICE REPAIR	31.97				M BUILDING MAINTEN	92.70.901.14.5571
1863	02/28/23	OFFICE REPAIR	31.97				M BUILDING MAINTEN	90.70.801.14.5571
1863	02/28/23	TOOL KIT COLLECTIONS	649.00				M SMALL TOOLS	92.70.901.04.5018
1863	02/28/23	SUPPLIES FOR THE TREAT B	257.18				M RECREATION SUPPL	60.60.415.04.5004
1863	02/28/23	OFFICE SUPPLIES	56.09				M GENERAL SUPPLIES	90.30.133.04.5001
1863	02/28/23	OFFICE SUPPLIES	56.09				M GENERAL SUPPLIES	92.30.134.04.5001
1863	02/28/23	OFFICE SUPPLIES	56.10				M GENERAL SUPPLIES	10.30.130.04.5001
1863	02/28/23	COLOR TONER FOR POLICE C	260.86				M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	REPRINT W2 STOCK	101.94				M GENERAL SUPPLIES	10.30.130.04.5001
1863	02/28/23	PLANNER + PENCIL LEAD	32.07				M GENERAL SUPPLIES	92.70.902.04.5001
1863	02/28/23	FIRE #625 WHEELS BALANCE	232.45				M VEHICLE MAINTENA	10.50.311.14.5541
1863	02/28/23	CONTROLLER PROGRAMMING	1,950.00				M WWTR PLANT MAINT	92.70.902.14.5534
1863	02/28/23	CABINET AND COUNTER TOP	231.67				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	REPLACEMENT PARTS FOR DI	15.99				- M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	ANTHONY PROTECTIVE	284.73				M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	FIRE HIRING PROCESS SUPP	46.16				M FOOD	10.50.300.04.5013
1863	02/28/23	CAULK AND COUNTER TOP ED	32.53				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	SUPPLIES	148.16				M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	SUPPLIES	148.16				M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	SHOES	89.99				M CLOTHING EXPENSE	61.60.458.38.5812
1863	02/28/23	VACTOR PM SERVICE CHASSI	1,474.09				M VEHICLE MAINTENA	92.70.901.14.5541
1863	02/28/23	HEADSETS AND REPLACEMENT	88.71				- M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	OFFICE SUPPLIES	55.11				- M GENERAL SUPPLIES	61.60.458.04.5001
1863	02/28/23	OFFICE SUPPLIES	55.64				M GENERAL SUPPLIES	90.30.133.04.5001
1863	02/28/23	OFFICE SUPPLIES	55.64				M GENERAL SUPPLIES	92.30.134.04.5001
1863	02/28/23	OFFICE SUPPLIES	55.63				M GENERAL SUPPLIES	10.30.130.04.5001
1863	02/28/23	HARDWARE BASEBALL SINKS	12.90				M BUILDING IMPROVE	61.60.458.36.7402

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1863	02/28/23	YOUTH ORIENTATIONS WRIST	102.00					M GENERAL SUPPLIES	65.60.491.04.5001
1863	02/28/23	FIRE #605 HEADLIGHT	30.39					M VEHICLE MAINTENA	10.50.301.14.5541
1863	02/28/23	TWO PIPE PLUGS FOR WELL	16.61					M MINOR TOOLS	90.70.802.04.5018
1863	02/28/23	UNIFORM NAME TAPES X 4	29.75					M CLOTHING EXPENSE	10.40.500.38.5812
1863	02/28/23	WATER FOR SWAT TRAININGS	27.92					M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	SPECTRUM	77.89					M INTERNET SERVICE	10.90.132.08.5304
1863	02/28/23	ILEETA CONFERENCE REGIST	410.00					M REGISTRATION FEE	10.40.500.06.5251
1863	02/28/23	CREDIT VOUCHER LOWES #01	13.90	CR				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	DESK COASTERS	6.99					M BUILDING MAINTEN	92.70.901.14.5571
1863	02/28/23	DESK COASTERS	6.99					M BUILDING MAINTEN	90.70.801.14.5571
1863	02/28/23	WATER FILTERS FOR DRINKI	178.24					M FACILITIES MAINT	10.70.221.14.5572
1863	02/28/23	CAPSULE FOR #724	16.82					M VEHICLE MAINTENA	10.70.225.14.5541
1863	02/28/23	BATTERY POWERED TOOLS	209.99					M LANDSCAPING	52.60.420.14.5583
1863	02/28/23	SHIPMENT FOR DENALI CONT	16.23					M GENERAL SUPPLIES	92.70.902.04.5001
1863	02/28/23	BOSCH BATTERY	45.98					M SMALL TOOLS	90.70.801.04.5018
1863	02/28/23	CHAIN MOUNT KIT FOR DO P	927.60					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	HEADSET	98.15					- M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	PAINTING SUPPLIES	93.59					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	DISC GOLF	130.86					M RECREATION SUPPL	60.60.415.04.5004
1863	02/28/23	DRINKING FOUNTAIN FILTER	49.50					M BUILDING MAINTEN	90.70.801.14.5571
1863	02/28/23	DRINKING FOUNTAIN FILTER	49.50					M BUILDING MAINTEN	92.70.901.14.5571
1863	02/28/23	HARDWARE BASEBALL SINKS	35.67					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	ILEETA MEMBERSHIP - REQU	50.00					M REGISTRATION FEE	10.40.500.06.5251
1863	02/28/23	2023 JIU JITSU DEPARTMEN	520.00					M REGISTRATION FEE	10.40.500.06.5251
1863	02/28/23	CREDIT VOUCHER LOWES #01	1.58	CR				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	FUSES FOR THE TSS BOX HE	15.54					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	BOOKS FOR TRAINING	70.00					M LANDSCAPING	60.60.420.14.5583
1863	02/28/23	PULLS FOR NEW OFFICE CAB	19.48					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	WORK JEANS	68.00					M CLOTHING EXPENSE	90.70.802.38.5812
1863	02/28/23	MONTHLY SERVICE FEE	20.00					M MISCELLANEOUS FE	65.60.491.08.5399
1863	02/28/23	DREMEL TOOL	90.17					M MINOR EQUIPMENT	10.70.221.18.5601
1863	02/28/23	SUMP PUMPS FOR EAST AND	1,047.66					M LIFT STATION MAI	92.70.902.14.5525
1863	02/28/23	FIRE EVENT CENTER RENTAL	750.00					M TRAINING COSTS	10.50.315.06.5259
1863	02/28/23	LAB SUPPLIES	755.27					M LAB SUPPLIES	90.70.802.04.5014
1863	02/28/23	PLUMBING PARTS FOR NEW A	57.98					M GENERAL SUPPLIES	92.70.902.04.5001
1863	02/28/23	FIRE STATION SUPPLIES	43.11					M STATION SUPPLIES	10.50.301.04.5020
1863	02/28/23	SAFETY LIGHT	52.98					M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	WINTER PROTECTIVE GEAR.	177.62					M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	PACP CERT	375.00					M TRAINING COSTS	92.70.901.06.5259
1863	02/28/23	UNIFORM CLOTHING HATS	56.00					M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	UNIFORM CLOTHING HATS	56.00					M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	HARDWARE FOR NEW AST PRO	77.90					M GENERAL SUPPLIES	92.70.902.04.5001
1863	02/28/23	KEYBOARD DRAWER	70.00					M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	KEYBOARD DRAWER	69.99					M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	TRACTOR PARTS	120.61					M VEHICLE MAINTENA	60.60.420.14.5541
1863	02/28/23	WORK JEANS AND JACKET	80.46					M PROTECTIVE CLOTH	90.70.802.38.5813
1863	02/28/23	WORK JEANS AND JACKET	86.95					M CLOTHING EXPENSE	90.70.802.38.5812
1863	02/28/23	UNIFORM JACKET	56.31					- M PROTECTIVE CLOTH	90.70.802.38.5813
1863	02/28/23	WORK BOOTS	229.49					M PROTECTIVE CLOTH	90.70.802.38.5813
1863	02/28/23	MEETING WITH POLSINELLI	22.35					- M OTHER MISC FEES	56.20.001.08.5365

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1863	02/28/23	UNIFORM PROTECTIVE THERM	52.49					M PROTECTIVE CLOTH	92.70.901.38.5813
1863	02/28/23	UNIFORM PROTECTIVE THERM	52.49					M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	SIDE BOARD FOR MINI DUMP	14.94					M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	SIDE BOARD FOR MINI DUMP	14.93					M SMALL TOOLS	90.70.801.04.5018
1863	02/28/23	MARKING FLAGS	23.84					M CONST CNTRCT-CLA	94.70.801.36.7510
1863	02/28/23	JANUARY GIVEAWAY PRIZE F	50.00					M ADVERTISING	67.20.061.08.5371
1863	02/28/23	BACKGROUND CHECK SUBSCRI	60.77					M RECREATION SUPPL	61.60.458.04.5004
1863	02/28/23	2023 FBINAA CONFERENCE -	492.95					M TRAINING TRAVEL	10.40.500.06.5210
1863	02/28/23	OFFICE REPAIR	37.97					M BUILDING MAINTEN	92.70.901.14.5571
1863	02/28/23	OFFICE REPAIR	37.96					M BUILDING MAINTEN	90.70.801.14.5571
1863	02/28/23	TIES, GLOVES, EXTINGUISH	82.56					M CONST CNTRCT-CLA	94.70.801.36.7510
1863	02/28/23	PLUG FOR TRUCK 1	13.35					M VEHICLE MAINTENA	10.50.301.14.5541
1863	02/28/23	TAX REFUND HILTON GARDEN	9.36CR					M TRAINING TRAVEL	60.60.420.06.5210
1863	02/28/23	LUNCH FOR SENIORS (DON B	115.11					M PROGRAM SUPPLIES	10.60.483.04.5099
1863	02/28/23	NORTHLAND PRO. MEMBERSHI	52.34					M MEMBERSHIP DUES	10.60.483.38.5811
1863	02/28/23	SHOP VAC.	71.46					M MINOR EQUIPMENT	10.90.132.18.5601
1863	02/28/23	TRIMMER RACKS	304.41					M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	BREAKROOM/ HARDWARE FOR	88.94					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	GUN LOCKER REPLACEMENT L	25.94					M FACILITIES MAINT	10.70.221.14.5572
1863	02/28/23	BACKGROUND CHECKS.	450.00					- M CRIMINAL HISTORY	10.2474
1863	02/28/23	BACKGROUND CHECKS.	9.25					- M MISCELLANEOUS FE	10.30.130.08.5399
1863	02/28/23	LAB STANDARDS	133.87					M LAB SUPPLIES	92.70.902.04.5014
1863	02/28/23	FIRE AMERICAN FLAG	69.96					M MAINTENANCE MATE	10.50.301.04.5009
1863	02/28/23	LIFEGUARD TUBES AND COVE	482.00					M RECREATION SUPPL	65.60.491.04.5004
1863	02/28/23	PUBLIC AGENCY TRAINING C	700.00					M OTHER TRAINING C	10.40.500.06.5259
1863	02/28/23	UNIFORM CLOTHING PANTS	50.61					M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	UNIFORM CLOTHING PANTS	50.61					M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	PIPE LUBRICANT	21.78					M MAINS & LINES MA	90.70.801.14.5532
1863	02/28/23	AIR MONITOR FOR CONFINED	487.50					M MINOR EQUIPMENT	92.70.901.18.5601
1863	02/28/23	AIR MONITOR FOR CONFINED	487.50					M MINOR EQUIPMENT	90.70.801.18.5601
1863	02/28/23	STRAW FOR YARD RESTORATI	107.88					M MAINS & LINES MA	90.70.801.14.5532
1863	02/28/23	ANNUAL BOOT PURCHASE, PU	169.99					M CLOTHING EXPENSE	73.70.226.38.5812
1863	02/28/23	VACTOR HOSE CLAMPS	283.58					M MISC EQUIPMENT M	92.70.901.14.5559
1863	02/28/23	VACTOR HOSE CLAMPS	283.57					M MISC EQUIPMENT M	90.70.801.14.5559
1863	02/28/23	SPEAKER FOR MUSIC AND AN	349.95					M RECREATION SUPPL	60.60.415.04.5004
1863	02/28/23	SUPPLIES	112.28					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	2023 IACP MEMBERSHIP DUE	190.00					M MEMBERSHIP DUES	10.40.500.38.5811
1863	02/28/23	REGISTRATION FEE FOR 202	300.00					M TRAINING TRAVEL	10.25.011.06.5210
1863	02/28/23	2023 FBINAA CONFERENCE D	590.00					M REGISTRATION FEE	69.40.501.06.5251
1863	02/28/23	O RING/GASKET	22.78					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	THREAD LOCK AND SILICONE	37.98					M GENERAL SUPPLIES	10.70.225.04.5001
1863	02/28/23	SUPPLIES	193.51					M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	SUPPLIES	193.51					M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	DISC GOLF LUMBER	66.54					M RECREATION SUPPL	60.60.415.04.5004
1863	02/28/23	SERVICE FOR TRUCK #706	131.40					M VEHICLE MAINTENA	10.70.225.14.5541
1863	02/28/23	OVEN HOOD CLEANING	240.00					M BUILDING MAINTEN	65.60.491.14.5571
1863	02/28/23	CALIBRATION OF LAB THERM	161.90					M LAB SUPPLIES	90.70.802.04.5014
1863	02/28/23	BARCODE SCANNER FOR LISA	24.99					M MINOR EQUIPMENT	92.30.134.18.5601
1863	02/28/23	BARCODE SCANNER FOR LISA	24.99					M MINOR EQUIPMENT	90.30.133.18.5601
1863	02/28/23	BARCODE SCANNER FOR LISA	22.31					M MINOR COMPUTER E	10.90.132.18.5605

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1863	02/28/23	PARKS ADMIN OFFICE SHELF	36.40					M GENERAL SUPPLIES	60.60.415.04.5001
1863	02/28/23	FIRE DEPT. PHOTO PLAQUE	40.00					M MAINTENANCE MATE	10.50.301.04.5009
1863	02/28/23	FASTENERS FOR DO PROBE M	25.70					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	AAA BATTERIES	20.99					M WATER PLANT MAIN	90.70.802.14.5534
1863	02/28/23	UNIFORM PANTS	40.94					M CLOTHING EXPENSE	10.70.225.38.5812
1863	02/28/23	NEW BOD BOTTLES.	212.04					M LAB SUPPLIES	92.70.902.04.5014
1863	02/28/23	HYDRAULIC FILTER	59.00					M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	UNIFORM PANTS	45.94					M CLOTHING EXPENSE	10.70.225.38.5812
1863	02/28/23	PALLET OF SAKRETE	215.60					M MAINS & LINES MA	90.70.801.14.5532
1863	02/28/23	FOOD FOR PROMOTIONAL PRO	46.07					M MEETING EXPENSE	10.40.500.38.5803
1863	02/28/23	SEAL EASY MASKS	75.00					M MEDICAL SUPPLIES	65.60.491.04.5003
1863	02/28/23	DISC GOLF LUMBER	72.00					M RECREATION SUPPL	60.60.415.04.5004
1863	02/28/23	DIGITAL DASHBOARD RENEWA	1,232.91					M EMERGENCY MGT MA	10.50.300.14.5553
1863	02/28/23	LIGHT BULBS FOR THE SHOP	99.96					M BUILDING MAINTEN	10.70.225.14.5571
1863	02/28/23	UNIFORM PANTS	59.94					M CLOTHING EXPENSE	10.70.225.38.5812
1863	02/28/23	ONLINE-TIPS FOR SUCCESSF	150.00					M REGISTRATION FEE	10.40.500.06.5251
1863	02/28/23	REGISTRATION FOR CHAMBER	20.00					M MEMBERSHIP DUES	60.60.415.38.5811
1863	02/28/23	BREAK ROOM SPORTS COMPLE	16.72					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	TONER FOR MULCH PRINTER	143.69					M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	OVEN FOR BOD BOTTLES/DIS	2,588.31					M LAB SUPPLIES	92.70.902.04.5014
1863	02/28/23	SEE ABOVE SPECIFIC LINE	55.00					M GENERAL SUPPLIES	10.20.021.04.5001
1863	02/28/23	SEE ABOVE SPECIFIC LINE	34.69					M GENERAL SUPPLIES	10.20.001.04.5001
1863	02/28/23	TROUBLESHOOTING COMPUTER	900.00					M WATER PLANT MAIN	90.70.802.14.5534
1863	02/28/23	UNIFORM SHIRTS	12.00					- M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	NEW SHIRTS AND HATS FOR	186.00					M CLOTHING EXPENSE	10.80.153.38.5812
1863	02/28/23	24 PK MEMO PADS AND 12 S	33.58					M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	FIRE #605 HEADLIGHT GREY	13.49					M VEHICLE MAINTENA	10.50.301.14.5541
1863	02/28/23	PARKING FOR DC MEETING	64.00					M TRAINING TRAVEL	10.25.011.06.5210
1863	02/28/23	SEALS AND BLADE KIT FOR	191.47					M VEHICLE MAINTENA	10.70.225.14.5541
1863	02/28/23	AIR FILTERS	22.99					M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	LAB SUPPLIES	23.13					M LAB SUPPLIES	90.70.802.04.5014
1863	02/28/23	HEAT TREATMENT FOR BED B	2,000.00					M MISCELLANEOUS EX	10.60.483.38.5989
1863	02/28/23	UNIFORM PROTECTIVE JACKE	74.63					M PROTECTIVE CLOTH	92.70.901.38.5813
1863	02/28/23	UNIFORM PROTECTIVE JACKE	74.62					M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	UNIFORM CLOTHING	104.96					- M CLOTHING EXPENSE	90.70.802.38.5812
1863	02/28/23	REPLACEMENT UPS FOR COUR	60.12					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	333G COUNTER WEIGHT INST	73.05					M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	DOOR SEAL	8.54					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	FILTERS	87.52					M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	BREAK ROOM SPORTS COMPLE	6.29					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	UNIFORM PROTECTIVE GLOVE	25.75					M PROTECTIVE CLOTH	92.70.901.38.5813
1863	02/28/23	UNIFORM PROTECTIVE GLOVE	25.74					M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	SUPPLIES FOR COURT	74.93					M GENERAL SUPPLIES	10.20.131.04.5001
1863	02/28/23	CLEANER	10.49					M VEHICLE MAINTENA	92.70.901.14.5541
1863	02/28/23	CLEANER	10.49					M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	REPLACEMENT 1000W LAMPS	579.45					M MAINTENANCE MATE	65.60.491.04.5009
1863	02/28/23	SEWER GLOVES	129.90					M MAINS & LINES MA	92.70.901.14.5532
1863	02/28/23	LAB SUPPLIES	66.99					M LAB SUPPLIES	90.70.802.04.5014
1863	02/28/23	BRENDON'S BOOT RETURN	34.40					M PROTECTIVE CLOTH	92.70.901.38.5813
1863	02/28/23	JB WELD , EPOXY STICK	12.01					M GENERAL SUPPLIES	92.70.901.04.5001

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1863	02/28/23	JB WELD , EPOXY STICK	12.00					M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	TRANSMISSION AND AIR FIL	258.99					M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	LAST SHIPMENT OF THIS OR	24.08					M CLOTHING EXPENSE	10.70.225.38.5812
1863	02/28/23	CLIPBOARD REPLACEMENT	24.49					M MISCELLANEOUS EX	73.70.226.38.5989
1863	02/28/23	POSTER BOARD	12.99					M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	POSTER BOARD	12.98					M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	MALWAREBYTES AV	37.49					M MINOR SOFTWARE	10.90.132.18.5603
1863	02/28/23	REPLACEMENT WIPERS FOR S	254.22					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	C. FLICKINGER'S BOOTS	300.00					M CLOTHING EXPENSE	10.40.500.38.5812
1863	02/28/23	NEW HOLLAND 2120 TIRE RE	132.80					M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	AMP BOOKS MARC REIMBURSA	492.64					M WELLNESS	65.60.417.08.8227
1863	02/28/23	OIL CHANGE FOR HURCO TRA	49.96					M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	SPEAR NOTARY BOOK AND 4	78.22					M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	JIM OWENS GFCI OUTLET TE	29.86					M SMALL TOOLS	10.80.153.04.5018
1863	02/28/23	AIR FILTERS	29.94					M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	CALIBRE PRESS FEMALE ENF	359.00					M OTHER TRAINING C	10.40.500.06.5259
1863	02/28/23	SHADE TREE HOTEL	57.90					M TRAINING TRAVEL	60.60.420.06.5210
1863	02/28/23	SHADE TREE HOTEL	57.89					M TRAINING TRAVEL	61.60.458.06.5210
1863	02/28/23	MEDC MEMBERSHIP	250.00					M OTHER MISC FEES	56.20.001.08.5365
1863	02/28/23	DINNER ON OWN FIRST NIGH	46.63					M TRAINING TRAVEL	10.25.011.06.5210
1863	02/28/23	REPLACEMENT 500W LAMPS F	90.50					M MAINTENANCE MATE	65.60.491.04.5009
1863	02/28/23	BREAK ROOM SPORTS COMPLE	17.98					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	BUFFING PADS	42.00					M MAINTENANCE MATE	65.60.491.04.5009
1863	02/28/23	OIL, OIL FILTERS, AIR FI	1,682.02					M VEHICLE MAINTENA	61.60.458.14.5541
1863	02/28/23	OIL, OIL FILTERS, AIR FI	1,268.89					M VEHICLE MAINTENA	60.60.420.14.5541
1863	02/28/23	AVERY LABELS	30.06					M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	DEWALT TRIM SAW	176.09					M SMALL TOOLS	60.60.420.04.5018
1863	02/28/23	AIR FILTER	34.75					M MISC EQUIPMENT M	60.60.420.14.5559
1863	02/28/23	VACTOR WASHING AND FLASH	62.70					M VEHICLE MAINTENA	92.70.901.14.5541
1863	02/28/23	BREAK ROOM SPORTS COMPLE	28.39					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	SUPPLIES	8.14					M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	SUPPLIES	8.14					M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	MATERIALS FOR BATHROOM B	24.94					M BUILDING MAINTEN	10.70.225.14.5571
1863	02/28/23	BRENDEN WORK BOOTS	129.99					M PROTECTIVE CLOTH	92.70.901.38.5813
1863	02/28/23	KEN'S COVERALLS	76.99					M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	CLOTHING ALLOWANCE	84.00					M GENERAL SUPPLIES	10.70.201.04.5001
1863	02/28/23	RUBBER BOTTOMS FOR DOOR	15.98					M MAINTENANCE MATE	65.60.491.04.5009
1863	02/28/23	TIRE SEALANT	114.99					M VEHICLE MAINTENA	60.60.420.14.5541
1863	02/28/23	PART FOR DOOR	14.82					- M MAINTENANCE MATE	61.60.458.04.5009
1863	02/28/23	COMPUTER CABLES , CHARGE	19.76					M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	COMPUTER CABLES , CHARGE	19.76					M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	CAKE FOR BRIGITTE'S BDAY	73.99					M GENERAL SUPPLIES	10.60.483.04.5001
1863	02/28/23	WEATHERSTRIP CLAMPS DRIL	39.92					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	FIRE LIGHTBULBS	16.44					M STATION SUPPLIES	10.50.301.04.5020
1863	02/28/23	K9 INSPECTION FOR BED BU	300.00					M MISCELLANEOUS EX	10.60.483.38.5989
1863	02/28/23	REFRIGERATOR	430.03					M MINOR EQUIPMENT	65.60.491.18.5601
1863	02/28/23	REFRIGERATOR	430.03					- M MINOR EQUIP-CHAR	60.60.415.18.5601
1863	02/28/23	CREDIT VOUCHER LOWES #01	13.93CR					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	SLUDGE JUDGE FOR CLARIFI	194.46					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	ORAL BOARD LUNCH	76.92					M MEETING EXPENSE	10.40.500.38.5803

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1863	02/28/23	CDL LICENSE FOR JESSE PA	78.79					M MISCELLANEOUS EX	10.70.225.38.5989
1863	02/28/23	OFFICE DESK PROJECT	99.77					M BUILDING MAINTEN	92.70.901.14.5571
1863	02/28/23	OFFICE DESK PROJECT	99.76					M BUILDING MAINTEN	90.70.801.14.5571
1863	02/28/23	CREDIT VOUCHER BOOT BARN	157.64CR					M PROTECTIVE CLOTH	92.70.901.38.5813
1863	02/28/23	UNIFORM CLOTHING	206.97					M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	ORAL BOARD LUNCH	47.48					M MEETING EXPENSE	10.40.500.38.5803
1863	02/28/23	601 REPLACEMENT CHAIR	189.99					M BUILDING MAINTEN	10.50.300.14.5571
1863	02/28/23	LAB CERTIFYING TESTING E	328.00					M LAB SUPPLIES	90.70.802.04.5014
1863	02/28/23	FIRE MOPS	65.93					M PEST CONTROL/MOP	10.50.300.08.5369
1863	02/28/23	UNIFORM CLOTHING	121.21					M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	WORK PANTS	43.99					M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	LAB SUPPLIES	111.18					M LAB SUPPLIES	92.70.902.04.5014
1863	02/28/23	WEIGHT PLATE FOR STATION	119.25					M MINOR EQUIPMENT	10.50.301.18.5601
1863	02/28/23	OFFICE SUPPLIES	20.07					M GENERAL SUPPLIES	10.70.201.04.5001
1863	02/28/23	OFFICE SUPPLIES	20.06					M GENERAL SUPPLIES	10.80.151.04.5001
1863	02/28/23	BOOM SWITCH	5.50					M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	BOOM SWITCH	5.49					M VEHICLE MAINTENA	92.70.901.14.5541
1863	02/28/23	JOHN CLOTHING	25.98					M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	CONE HOLDER METAL	76.10					M MISC EQUIPMENT M	90.70.801.14.5559
1863	02/28/23	MARSHALL CLOTHING (SHIRT	24.99					M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	ANDREW CLOTHING	55.99					M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	HOTEL DEPOSIT - CENTRAL	258.16					M TRAINING TRAVEL	10.90.132.06.5210
1863	02/28/23	FIRE #600 WIPER BLADES	40.78					M VEHICLE MAINTENA	10.50.301.14.5541
1863	02/28/23	WEIGHTS FOR NEW LOADER	666.00					- M LANDSCAPING	52.60.420.14.5583
1863	02/28/23	3" CUT OFF BLADE	11.50					M CONST CNTRCT-CLA	94.70.801.36.7510
1863	02/28/23	COST OF CDL (LICENSE)	78.79					M MISCELLANEOUS EX	10.70.225.38.5989
1863	02/28/23	PIPE FITTING	6.78					M WATER PLANT MAIN	90.70.802.14.5534
1863	02/28/23	ALEX CLOTHING	56.99					M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	FAUCETS FOR CONCESSION S	586.25					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	HOOK LATCH FOR TRAILER	20.90					M VEHICLE MAINTENA	10.70.225.14.5541
1863	02/28/23	PROFESSIONAL DEVELOPMENT	95.00					M REGISTRATION FEE	10.60.481.06.5251
1863	02/28/23	BATTING CAGE L SCREENS	1,053.06					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	HOTEL RESERVATION FOR CE	258.16					M TRAINING TRAVEL	10.90.132.06.5210
1863	02/28/23	WATER ATTACHMENT FOR REF	6.03					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	BOOK CASE FOR CONTROL RO	421.80					M GENERAL SUPPLIES	92.70.902.04.5001
1863	02/28/23	FUEL CAP FOR MINI DUMP	15.97					M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	AWWA MEMBERSHIP RENEWWAL	79.00					M TRAINING COSTS	92.70.902.06.5259
1863	02/28/23	FLEET SERVICE	38.00					M INTERNET SERVICE	10.90.132.08.5304
1863	02/28/23	APPAREL FOR BRANDON AND	59.99					M MISCELLANEOUS EX	10.20.001.38.5989
1863	02/28/23	APPAREL FOR BRANDON AND	54.99					M GENERAL SUPPLIES	10.25.011.04.5001
1863	02/28/23	APPAREL FOR BRANDON AND	151.93					M MISCELLANEOUS EX	10.20.031.38.5989
1863	02/28/23	JACKSON CLOTHING	48.99					M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	JACKSON CLOTHING	49.99					M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	LOUIS CT COMMS UPS BATTE	21.25					M LIFT STATION MAI	92.70.902.14.5525
1863	02/28/23	MATERIALS FOR BATHROOM R	112.66					M BUILDING MAINTEN	10.70.225.14.5571
1863	02/28/23	BOLTS	20.59					M GENERAL SUPPLIES	10.70.225.04.5001
1863	02/28/23	TIRES FOR F250	1,390.00					M VEHICLE MAINTENA	90.70.802.14.5541
1863	02/28/23	CHRISTMAS SUPPLIES BUG S	14.97					M MISCELLANEOUS EX	10.60.483.38.5989
1863	02/28/23	CHRISTMAS SUPPLIES BUG S	27.00					M PROGRAM SUPPLIES	10.60.483.04.5099
1863	02/28/23	DRILL BIT SETS FOR SHOP	115.12					M SMALL TOOLS	92.70.901.04.5018

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1863	02/28/23	DRILL BIT SETS FOR SHOP	115.12					M SMALL TOOLS	90.70.801.04.5018
1863	02/28/23	MISSOURI PARKS & REC CON	150.00					M REGISTRATION FEE	60.60.415.06.5251
1863	02/28/23	VINYL TABLECLOTHS FOR SI	35.96					M PROGRAM SUPPLIES	10.60.483.04.5099
1863	02/28/23	REPLACEMENT WASHWATER RE	4,524.04					- M BUILDING MAINTEN	90.70.801.14.5571
1863	02/28/23	SIGN MOUNTS FOR SPRING D	54.36					M GROUNDS/LANDSCAP	73.70.226.14.5575
1863	02/28/23	SIGN MOUNTS FOR SPRING R	119.43					M GROUNDS/LANDSCAP	73.70.226.14.5575
1863	02/28/23	APPAREL FOR BRANDON AND	267.95					M MISCELLANEOUS EX	10.20.001.38.5989
1863	02/28/23	APPAREL FOR BRANDON AND	48.98					M GENERAL SUPPLIES	10.25.011.04.5001
1863	02/28/23	APPAREL FOR BRANDON AND	81.99					M MISCELLANEOUS EX	10.20.031.38.5989
1863	02/28/23	TANNER CLOTHING	216.92					M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	WORK CLOTHING	135.11					M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	DOOR HARDWARE FOR 1ST FL	25.97					M FACILITIES MAINT	10.70.221.14.5572
1863	02/28/23	BRAKE CALIPER COMPRESSOR	43.67					M SMALL TOOLS	60.60.420.04.5018
1863	02/28/23	VACUUM FILTERS	23.38					M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	ONLINE SURVEY TOOL ANNUA	468.00					M MISCELLANEOUS EX	10.20.031.38.5989
1863	02/28/23	LAB PENS FOR RITE IN THE	110.64					M GENERAL SUPPLIES	92.70.902.04.5001
1863	02/28/23	CUBICAL HOOKS ORDER 1 OF	43.99					M MAINT-OFFICE EQU	10.90.132.14.5551
1863	02/28/23	2 POWER STRIPS/SURGE PRO	35.45					M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	REPLACEMENT LAMP BURNER	108.78					M MAINTENANCE MATE	65.60.491.04.5009
1863	02/28/23	TIRE JECT	15.98					M VEHICLE MAINTENA	60.60.420.14.5541
1863	02/28/23	STANCHIONS FOR POOL DECK	108.92					M MINOR EQUIPMENT	65.60.491.18.5601
1863	02/28/23	SWIFFER DUSTERS	57.76					M MAINTENANCE MATE	65.60.491.04.5009
1863	02/28/23	BRAKE HANGERS	17.98					M SMALL TOOLS	60.60.420.04.5018
1863	02/28/23	CLEAN 3 URINAL DRAINS	740.00					M BUILDING MAINTEN	65.60.491.14.5571
1863	02/28/23	DRAIN INSERT MEN'S LOCKE	63.15					M MAINTENANCE MATE	65.60.491.04.5009
1863	02/28/23	CUBICAL HOOKS ORDER 2 OF	8.19					M MAINT-OFFICE EQU	10.90.132.14.5551
1863	02/28/23	ANIMAL CRACKERS AND CUPS	34.01					- M CHILD CARE PROGR	65.60.417.08.8701
1863	02/28/23	BRENDON PROTECTIVE BOOTS	123.24					M PROTECTIVE CLOTH	92.70.901.38.5813
1863	02/28/23	ICE PACKS FOR BASKETBALL	35.58					M RECREATION SUPPL	61.60.458.04.5004
1863	02/28/23	OIL CHANGE 323	55.90					M VEHICLE MAINTENA	10.60.482.14.5541
1863	02/28/23	AIRFARE FOR NATIONAL PLA	407.97					M TRAINING TRAVEL	10.80.151.06.5210
1863	02/28/23	SHOVELS	30.67					M SMALL TOOLS	92.70.901.04.5018
1863	02/28/23	SHOVELS	30.67					M SMALL TOOLS	90.70.801.04.5018
1863	02/28/23	BREAK ROOM SPORTS COMPLE	51.78					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	FACEBOOK AD FOR POLICE R	225.00					M RECRUITMENT EXPE	59.40.500.08.5372
1863	02/28/23	TOOL CABINET	301.08					M BUILDING MAINTEN	60.60.420.14.5571
1863	02/28/23	O RING	35.99					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	TOOLS	106.97					M SMALL TOOLS	92.70.901.04.5018
1863	02/28/23	TOOLS	106.97					M SMALL TOOLS	90.70.801.04.5018
1863	02/28/23	IRRIGATION SUBSCRIPTION	25.00					M GROUNDS/LANDSCAP	61.60.458.14.5575
1863	02/28/23	OIL CHANGE 320	60.85					M VEHICLE MAINTENA	10.60.482.14.5541
1863	02/28/23	WINDSHIELD REPAIR KIT PL	26.28					M VEHICLE MAINTENA	10.60.482.14.5541
1863	02/28/23	DISC GOLF DIRECTIONAL AR	86.06					M MAINTENANCE MATE	60.60.420.04.5009
1863	02/28/23	FIRE POSTAGE	18.00					M POSTAGE	10.50.300.38.5808
1863	02/28/23	MILBURN BOOTS	219.04					M CLOTHING EXPENSE	10.40.500.38.5812
1863	02/28/23	UNIFORM SHIRTS	35.48					M CLOTHING EXPENSE	10.70.225.38.5812
1863	02/28/23	TRAVIS'S BOOTS	191.24					M PROTECTIVE CLOTH	92.70.901.38.5813
1863	02/28/23	BOOTS	159.95					M CLOTHING EXPENSE	60.60.420.38.5812
1863	02/28/23	REGISTRATION FEE FOR CEN	799.00					M REGISTRATION FEE	10.90.132.06.5251
1863	02/28/23	GLOVES FOR SEXTON	29.96					M MISCELLANEOUS SU	73.70.226.04.5099

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1863	02/28/23	HOTEL RECEIPT FOR COMMAN	524.30				M LODGING	10.40.500.06.5252
1863	02/28/23	TOMS PANTS	129.90				M CLOTHING EXPENSE	60.60.420.38.5812
1863	02/28/23	INTO THE JOB SYMPOSIUM-	195.00				M TRAINING COSTS	10.50.315.06.5259
1863	02/28/23	BRAKE CALIPER TOOL	30.96				M SMALL TOOLS	60.60.420.04.5018
1863	02/28/23	DUMPSTER CLIPS FOR ROLL-	257.44				M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	MOUNT AND BALANCE FOUR P	100.00				M VEHICLE MAINTENA	10.40.500.14.5541
1863	02/28/23	METER TRUCK #401 TOOLS	188.80				M SMALL TOOLS	90.70.801.04.5018
1863	02/28/23	SPARE SLED FOR COMPOSITE	2,387.18				M MINOR EQUIPMENT	92.70.902.18.5601
1863	02/28/23	REPLACEMENT TOOL BAG	55.96				M MINOR TOOLS	90.70.802.04.5018
1863	02/28/23	MATERIAL FOR BATHROOM RE	17.99				M BUILDING MAINTEN	10.70.225.14.5571
1863	02/28/23	LAB PENS FOR RITE IN THE	113.67				M LAB SUPPLIES	92.70.902.04.5014
1863	02/28/23	MATERIAL FOR BATHROOM RE	53.83				M BUILDING MAINTEN	10.70.225.14.5571
1863	02/28/23	WEATHER INSULATION FOR G	126.00				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	TRASH BAGS FOR COMMUNITY	47.49				M RSVP GRANT	65.60.491.04.5064
1863	02/28/23	NEW UV LIGHT FOR LAB	372.92				M LAB SUPPLIES	90.70.802.04.5014
1863	02/28/23	TOOLS	237.02				M SMALL TOOLS	92.70.901.04.5018
1863	02/28/23	TOOLS	237.01				M SMALL TOOLS	90.70.801.04.5018
1863	02/28/23	MATERIAL FOR BATHROOM RE	280.94				M BUILDING MAINTEN	10.70.225.14.5571
1863	02/28/23	FLUORIDE SAMPLE	31.13				- M GENERAL SUPPLIES	90.70.802.04.5001
1863	02/28/23	EARLY BIRD REGISTRATION	300.00				M MEMBERSHIP DUES	10.25.011.38.5811
1863	02/28/23	WORK BOOTS	249.95				M PROTECTIVE CLOTH	10.70.225.38.5813
1863	02/28/23	WORK PANTS & BOOTS.	251.70				M CLOTHING EXPENSE	60.60.420.38.5812
1863	02/28/23	VACUUM	104.97				M VEHICLE MAINTENA	10.60.482.14.5541
1863	02/28/23	POSTAGE	14.97				M GENERAL SUPPLIES	90.70.802.04.5001
1863	02/28/23	BREAKROOM SPORTS COMPLEX	44.11				M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	PRESSURE WASHER BASE PAR	11.08				M MISC EQUIPMENT M	90.70.801.14.5559
1863	02/28/23	PRESSURE WASHER BASE PAR	11.08				M MISC EQUIPMENT M	92.70.901.14.5559
1863	02/28/23	REBAR	64.96				M CONST CNTRCT-CLA	94.70.801.36.7510
1863	02/28/23	WORK BOOTS	189.95				M PROTECTIVE CLOTH	10.70.225.38.5813
1863	02/28/23	UNIFORM PANTS	69.94				- M CLOTHING EXPENSE	65.60.491.38.5812
1863	02/28/23	WORK BOOTS	199.95				M PROTECTIVE CLOTH	10.70.225.38.5813
1863	02/28/23	DECEMBER VISIT LIBERTY F	984.84				M ADVERTISING	67.20.061.08.5371
1863	02/28/23	DECEMBER VISIT LIBERTY F	12.30				M HOMETOWN HOLIDAY	67.20.061.38.5809
1863	02/28/23	PET FOOD BAGS FOR MOW -	32.99				M RSVP GRANT	65.60.491.04.5064
1863	02/28/23	MY WORK BOOTS	101.99				M CLOTHING EXPENSE	65.60.491.38.5812
1863	02/28/23	PIPE FITTINGS FOR WASHWA	23.98				M WATER PLANT MAIN	90.70.802.14.5534
1863	02/28/23	WORK BOOTS	179.95				M PROTECTIVE CLOTH	10.70.225.38.5813
1863	02/28/23	FLIGHT FOR NATIONAL PLAN	445.80				M TRAINING TRAVEL	10.80.151.06.5210
1863	02/28/23	BASKETBALLS	107.94				M RECREATION SUPPL	61.60.458.04.5004
1863	02/28/23	MONTHLY DISH PAYMENT	180.88				M MISCELLANEOUS FE	65.60.491.08.5399
1863	02/28/23	MOOD MUSIC - JANUARY - G	26.95				M MISCELLANEOUS FE	65.60.491.08.5399
1863	02/28/23	LUNCH WHILE TRAINING IN	45.33				M TRAINING COSTS	92.70.902.06.5259
1863	02/28/23	MO FIRE CHIEF'S CON.	433.00				M TRAINING COSTS	10.50.300.06.5259
1863	02/28/23	2023 CAL	150.00				- M GRANT SUPPLIES	67.20.061.04.5054
1863	02/28/23	STIHL KOMBI SYSTEM FOR U	1,212.88				M MINOR EQUIPMENT	73.70.226.18.5601
1863	02/28/23	UNIFORM CLOTHING	81.97				- M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	HOSE FOR VOLVO TRACKHOE	2.88				M CONST CNTRCT-CLA	94.70.801.36.7510
1863	02/28/23	OIL FOR GODWIN PUMP	19.99				M VEHICLE MAINTENA	90.70.802.14.5541
1863	02/28/23	FRAUDULENT CHARGE -- SHO	900.00				M A/R REIMBURSEABL	10.1405
1863	02/28/23	HOLE COVER FOR DOOR	5.79				M BUILDING IMPROVE	61.60.458.36.7402

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1863	02/28/23	2" DISCHARGE HOSE	179.97					M CONST CNTRCT-CLA	94.70.801.36.7510
1863	02/28/23	PURCHASED TWO EXTERNAL F	263.99					M MINOR EQUIPMENT	10.50.301.18.5601
1863	02/28/23	CASE OF VEHICLE PROTECTA	119.88					M VEHICLE MAINTENA	90.70.801.14.5541
1863	02/28/23	OTHER CREDITS SALE REVER	900.00CR					M A/R REIMBURSEABL	10.1405
1863	02/28/23	PULLS FOR NEW BREAKROOM	49.56					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	STANDING DESK	362.98					M MISCELLANEOUS EX	92.70.901.38.5989
1863	02/28/23	STANDING DESK	362.97					M MISCELLANEOUS EX	90.70.801.38.5989
1863	02/28/23	POL OFFICE SUPPLIES	113.29					- M GENERAL SUPPLIES	10.40.500.04.5001
1863	02/28/23	THERMOMETER CALIBRATION	11.98					- M GENERAL SUPPLIES	90.70.802.04.5001
1863	02/28/23	ITEMS TO MAKE POOL CLOSU	98.46					M MAINTENANCE MATE	65.60.491.04.5009
1863	02/28/23	GRINDING WHEELS	23.96					M GENERAL SUPPLIES	10.70.225.04.5001
1863	02/28/23	IN THE JOB (LEATH)	195.00					- M TRAINING COSTS	10.50.315.06.5259
1863	02/28/23	FLAGS FOR CITY HALL AND	186.00					M FACILITIES MAINT	10.70.221.14.5572
1863	02/28/23	SILICA PACKS FOR TRIMBLE	15.98					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	CHAIN MOUNTS FOR CARROUS	1,640.91					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	PRESSURE WASHER BASE	2.85					M MISC EQUIPMENT M	90.70.801.14.5559
1863	02/28/23	PRESSURE WASHER BASE	2.84					M MISC EQUIPMENT M	92.70.901.14.5559
1863	02/28/23	BOLTS FOR SIGN INSTALLAT	13.14					M GROUNDS/LANDSCAP	73.70.226.14.5575
1863	02/28/23	TRAILER BRAKE CONTROL FO	33.98					M VEHICLE MAINTENA	10.70.225.14.5541
1863	02/28/23	HELLO SIGN/DROPBOX SIGN	20.00					M MISCELLANEOUS FE	65.60.491.08.5399
1863	02/28/23	HP ENVOY REPAIR- (FAN)	51.39					M MINOR COMPUTER E	10.90.132.18.5605
1863	02/28/23	UNIFORM CLOTHING SHOES	12.50					M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	UNIFORM CLOTHING SHOES	12.49					M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	STEEL TOE WORK BOOTS	159.95					M PROTECTIVE CLOTH	90.70.802.38.5813
1863	02/28/23	ADHESIVE FOR TOP CAPS ON	41.96					M NEIGHBORHOOD PAR	60.60.420.36.7307
1863	02/28/23	MATERIAL FOR BATHROOM RE	4.98					M BUILDING MAINTEN	10.70.225.14.5571
1863	02/28/23	MOUNT AND BALANCE 4 TIRE	100.00					M VEHICLE MAINTENA	10.40.500.14.5541
1863	02/28/23	METAL FOR TRAILER	51.75					M VEHICLE MAINTENA	10.70.225.14.5541
1863	02/28/23	DISC GOLF LOCKS	178.65					M GROUNDS MAINTENA	60.60.420.14.5575
1863	02/28/23	OFFICE SUPPLIES	12.39					M GENERAL SUPPLIES	10.30.130.04.5001
1863	02/28/23	OFFICE SUPPLIES	6.94					M GENERAL SUPPLIES	90.30.133.04.5001
1863	02/28/23	OFFICE SUPPLIES	5.44					M GENERAL SUPPLIES	92.30.134.04.5001
1863	02/28/23	BDAY CARDS FOR RECIPIENT	71.22					M RSVP GRANT	65.60.491.04.5064
1863	02/28/23	INTO THE JOB- HOBBS, WIL	2,145.00					M TRAINING COSTS	10.50.315.06.5259
1863	02/28/23	SIDEWALK POUR 420 BELMON	103.53					M MAINS & LINES MA	90.70.801.14.5532
1863	02/28/23	CREDIT VOUCHER LOWES #01	18.58CR					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	MATERIAL FOR BATHROOM RE	440.15					M BUILDING MAINTEN	10.70.225.14.5571
1863	02/28/23	NEWEST EDITION OF STANDA	305.55					M LAB SUPPLIES	92.70.902.04.5014
1863	02/28/23	SAFETY TOE BOOTS	159.95					M PROTECTIVE CLOTH	90.70.802.38.5813
1863	02/28/23	TRAINING	249.00					M TRAINING TRAVEL	10.20.131.06.5210
1863	02/28/23	OFFICE FOLDER FOR WENDY	16.15					M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	OFFICE FOLDER FOR WENDY	16.14					M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	DOOR SEAL, SANDPAPER, DO	22.80					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	CLOTHING ALLOWANCE	95.98					M CLOTHING EXPENSE	60.60.420.38.5812
1863	02/28/23	UNIFORM ITEMS	25.29					M CLOTHING EXPENSE	10.70.225.38.5812
1863	02/28/23	BENS CLOTHING / PROTECTI	127.47					M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	OFFICE SUPPLIES	17.79					- M GENERAL SUPPLIES	10.50.300.04.5001
1863	02/28/23	TRAINING CONFERENCE	10.00					M TRAINING COSTS	90.70.802.06.5259
1863	02/28/23	WIRE FENCE TIES	75.94					M MAINTENANCE MATE	60.60.420.04.5009
1863	02/28/23	UNIFORM CLOTHING	172.47					- M CLOTHING EXPENSE	60.60.420.38.5812

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Payments by Vendor

CITY OF LIBERTY, MO
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VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1863	02/28/23	CREDIT VOUCHER RWCO-LIBE	9.90	CR				M FACILITIES MAINT	10.70.221.14.5572
1863	02/28/23	STAIN FOR CABINETS IN NE	32.05					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	CLR FOR WELL BUILDING DR	124.90					M WELLFIELD MAINT	90.70.802.14.5535
1863	02/28/23	CREDIT VOUCHER RWCO-LIBE	39.54	CR				M FACILITIES MAINT	10.70.221.14.5572
1863	02/28/23	FEES TO TITLE NEW EQUIPM	29.83					M MISCELLANEOUS EX	10.70.225.38.5989
1863	02/28/23	JUAN SALINAS MAT SHOES	59.99					M CLOTHING EXPENSE	10.40.500.38.5812
1863	02/28/23	PAINT AND SUPPLIES	265.46					M MAINTENANCE MATE	65.60.491.04.5009
1863	02/28/23	UNIFORM CLOTHING/PROTEC	126.86					- M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	UNIFORM CLOTHING	99.96					M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	UNIFORM CLOTHING	99.96					M CLOTHING EXPENSE	90.70.801.38.5812
1863	02/28/23	TANNER WORK BOOTS	204.95					M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	SUPPLIES FOR COURT	17.98					M GENERAL SUPPLIES	10.20.131.04.5001
1863	02/28/23	HAND TOOLS, HAMMER, PRY	44.82					M SMALL TOOLS	92.70.901.04.5018
1863	02/28/23	MPRA CONFERENCE	395.00					M REGISTRATION FEE	61.60.458.06.5251
1863	02/28/23	UTILITY KNIVES	10.98					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	LAB/OFFICE PAPER TOWELS	31.67					M GENERAL SUPPLIES	92.70.902.04.5001
1863	02/28/23	OFFICE SUPPLIES	20.36					M GENERAL SUPPLIES	10.80.151.04.5001
1863	02/28/23	REACTOR FOR LAB	1,926.96					M LAB SUPPLIES	92.70.902.04.5014
1863	02/28/23	OFFICE SUPPLIES	98.88					M GENERAL SUPPLIES	92.70.901.04.5001
1863	02/28/23	OFFICE SUPPLIES	98.88					M GENERAL SUPPLIES	90.70.801.04.5001
1863	02/28/23	FLOOR MAT FOR OFFICE CHA	79.99					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	O RING	8.29					M MAINTENANCE SUPP	92.70.902.04.5009
1863	02/28/23	BATTERIES AND CHARGERS	370.14					M SMALL TOOLS	90.70.801.04.5018
1863	02/28/23	COLBY S WORK BOOTS	129.79					M PROTECTIVE CLOTH	90.70.801.38.5813
1863	02/28/23	CUBICAL HOOKS ORDER 3 OF	8.59					M MAINT-OFFICE EQU	10.90.132.14.5551
1863	02/28/23	SMALL PAINT ROLLER PADS	12.98					M BUILDING IMPROVE	61.60.458.36.7402
1863	02/28/23	TOOK HOODY BACK AND GOT	6.41					M PROTECTIVE CLOTH	90.70.802.38.5813
1863	02/28/23	BRENDON CLOTHING	159.97					M CLOTHING EXPENSE	92.70.901.38.5812
1863	02/28/23	YARD SIGNS FOR CEMETERY.	150.84					M GROUNDS/LANDSCAP	73.70.226.14.5575
1863	02/28/23	SPRAYER USED FOR KENNEL	26.37					M GENERAL SUPPLIES	10.20.051.04.5001
1863	02/28/23	TRAILER JACK & BRAKE CON	526.80					M VEHICLE MAINTENA	10.70.225.14.5541
1863	02/28/23	SOLDERING IRON, SMALL LE	87.75					M SMALL TOOLS	60.60.420.04.5018
1863	02/28/23	6V BATTERIES FOR TRIMBLE	43.04					M GENERAL SUPPLIES	92.70.902.04.5001
1863	02/28/23	UNIFORM CLOTHING	54.99					- M PROTECTIVE CLOTH	90.70.801.38.5813
			136,084.24		*CHECK TOTAL				
		VENDOR TOTAL	136,084.24						

ACS ACCOUNTS PAYABLE SYSTEM
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Payments by Vendor

CITY OF LIBERTY, MO
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VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
EVERGY		008892							
1868	03/01/23	ELECTRIC SERVICE	881.03	038922	FEB			P - H ELECTRIC	10.20.051.12.5401
1868	03/01/23	ELECTRIC SERVICE	1,331.31	038922	FEB			P - H ELECTRIC	10.50.300.12.5401
1868	03/01/23	ELECTRIC SERVICE	5,080.48	038922	FEB			P - H ELECTRIC	10.70.221.12.5401
1868	03/01/23	ELECTRIC SERVICE	1,536.43	038922	FEB			P - H ELECTRIC	10.70.225.12.5401

1868	03/01/23	ELECTRIC SERVICE	61,597.42	038922	FEB	P - H ELECTRICITY-STRE	10.70.225.12.5405
1868	03/01/23	ELECTRIC SERVICE	1,209.09	038922	FEB	P - H ELECTRICITY-TRAF	10.70.225.12.5406
1868	03/01/23	ELECTRIC SERVICE	23.82	038922	FEB	P - H ELECTRIC	73.70.226.12.5401
1868	03/01/23	ELECTRIC SERVICE	1,303.88	038922	FEB	P - H ELECTRIC	60.60.420.12.5401
1868	03/01/23	ELECTRIC SERVICE	2,855.64	038922	FEB	P - H ELECTRIC	61.60.458.12.5401
1868	03/01/23	ELECTRIC SERVICE	9,057.47	038922	FEB	P - H ELECTRIC	65.60.491.12.5401
1868	03/01/23	ELECTRIC SERVICE	23,600.62	038922	FEB	P - H ELECTRIC	90.70.802.12.5401
1868	03/01/23	ELECTRIC SERVICE	47,264.75	038922	FEB	P - H ELECTRIC	92.70.902.12.5401
			155,741.94	*CHECK TOTAL			
VENDOR TOTAL			155,741.94				
SPIRE MISSOURI INC		005357					
1864	03/01/23	GAS SERVICE	315.77	038923	JAN	P - H NATURAL GAS	61.60.458.12.5421
1864	03/01/23	GAS SERVICE	1,434.56	038923	JAN	P - H NATURAL GAS	10.50.300.12.5421
1864	03/01/23	GAS SERVICE	791.05	038923	JAN	P - H NATURAL GAS	10.50.300.12.5421
1864	03/01/23	GAS SERVICE	652.25	038923	JAN	P - H NATURAL GAS	10.50.300.12.5421
1864	03/01/23	GAS SERVICE	4,526.14	038923	JAN	P - H NATURAL GAS	10.70.221.12.5421
1864	03/01/23	GAS SERVICE	1,081.31	038923	JAN	P - H NATURAL GAS	10.70.225.12.5421
1864	03/01/23	GAS SERVICE	4,416.85	038923	JAN	P - H NATURAL GAS	65.60.491.12.5421
1864	03/01/23	GAS SERVICE	1,037.01	038923	JAN	P - H NATURAL GAS	10.70.225.12.5421
1864	03/01/23	GAS SERVICE	186.26	038923	JAN	P - H NATURAL GAS	90.70.802.12.5421
1864	03/01/23	GAS SERVICE	709.83	038923	JAN	P - H NATURAL GAS	10.20.051.12.5421
1864	03/01/23	GAS SERVICE	326.26	038923	JAN	P - H NATURAL GAS	90.70.802.12.5421
1864	03/01/23	GAS SERVICE	258.07	038923	JAN	P - H NATURAL GAS	92.70.902.12.5421
1864	03/01/23	GAS SERVICE	258.07	038923	JAN	P - H NATURAL GAS	92.70.901.12.5421
1864	03/01/23	GAS SERVICE	258.07	038923	JAN	P - H NATURAL GAS	90.70.801.12.5421
1864	03/01/23	GAS SERVICE	971.20	038923	JAN	P - H NATURAL GAS	60.60.420.12.5421
			17,222.70	*CHECK TOTAL			
VENDOR TOTAL			17,222.70				
UMB BANK N A		004100					
1865	03/01/23	GO BONDS SLP 2015	585,000.00	038925	SLP 2015	P - H PRINCIPAL-GO BON	56.96.601.24.6001
1865	03/01/23	GO BONDS SLP 2015	149,531.24	038925	SLP 2015	P - H INTEREST-GO BOND	56.96.601.24.6011
			734,531.24	*CHECK TOTAL			
1866	03/01/23	LIB1 REF 2012	210,000.00	038924	SRS 2021	P - H PRINCIPAL-GO BON	50.96.601.24.6001
1866	03/01/23	LIB1 REF 2013	136,530.00	038924	SRS 2021	P - H PRINCIPAL-GO BON	50.96.601.24.6001
1866	03/01/23	LIB1 REF 2013	273,470.00	038924	SRS 2021	P - H PRINCIPAL-GO BON	52.96.601.24.6001
1866	03/01/23	LIB1 REF 2012	33,350.00	038924	SRS 2021	P - H INTEREST-GO BOND	50.96.601.24.6011
1866	03/01/23	LIB1 REF 2013	21,445.20	038924	SRS 2021	P - H INTEREST-GO BOND	50.96.601.24.6011
1866	03/01/23	LIB1 REF 2013	42,954.80	038924	SRS 2021	P - H INTEREST-GO BOND	52.96.601.24.6011
			717,750.00	*CHECK TOTAL			
1867	03/01/23	LM17 INT	15,122.31	038926	SO BONDS 2017	P - H INTEREST-CONSTRU	58.50.325.24.6013
VENDOR TOTAL			1,467,403.55				

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY
REZONING 17.3+/- ACRES AT THE NE CORNER OF SOUTH LIBERTY PARKWAY AND
FLINTLOCK TO PD "PLANNED DEVELOPEMNT" DISTRICT
FOR LIBERTY PARKWAY APARTMENTS

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

SECTION I

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

All that part of the East One Half of the Southwest Quarter of Section 23, Township 51, Range 32, in the City of Liberty, Clay County, Missouri; as prepared by Michael Lay, PLS No. 2013000044, on November 11th, 2022, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southwest Quarter; thence North 00°51'04" East, along the East line of said Southwest Quarter, a distance of 316.39 feet, to the PO/NT OF BEGINNING, said point also being on the North Right—of—Way line of South Liberty Parkway, as now established per Right—of—Way No. 2 in Tract 4 of Condemnation recorded in Book 4667 at Page 287; thence North 89°08'59" West, departing said East line, along said North Right—of—Way line, a distance of 30.00 feet, to a point on a non—tangent curve; thence Southwesterly, continuing along said North Right—of—Way line, along a curve to the right, having a radius of 447.46 feet, a central angle of 08°40'35", and whose initial tangent bearing is South 14°46'52" West, a distance of 67.76 feet; thence South 23°27'22" West, continuing along said North Right—of—Way line, a distance of 109.45 feet; thence South 63°25'37" West, continuing along said North Right—of—Way line, a distance of 11.88 feet, to a point on non—tangent curve; thence Northwesterly, continuing along said North Right—of—Way line, along a curve to the right, having a radius of 1375.39 feet, a central angle of 37°54'10", and whose initial tangent bearing is North 64°58'34" West, a distance of 909.86 feet; thence North 27°04'24" West, continuing along said North Right—of—Way line, a distance of 202.55 feet; thence North 03°52'19" West, along the transition from said North Right—of—Way line to the East Right—of—Way line of North Flintlock Road, as now established per said Condemnation, a distance of 31.55 feet; thence North 67°55'36" East, along said East Right—of—Way line, a distance of 135.86 feet, to a point of curvature; thence Northeasterly, continuing along said East Right—of—Way line, along a curve to the left, having a radius of 1492.39 feet, and a central angle of 13°31'10", a distance of 352.14 feet, to a point on a non—tangent curve; thence Northeasterly, continuing along said East Right—of—Way line, along a curve to the left, having a radius of 1487.39 feet, a central angle of 11°00'20", and whose initial tangent bearing is North 47°24'40" East, a distance of 285.70 feet; thence Northeasterly, continuing along said East Right—of—Way line, along a curve to the left, having a radius of 1482.39 feet, a central angle of 16°19'45", and whose initial tangent bearing is North 38°24'31" East, a distance of 422.48 feet; thence South 85°00'35" East, continuing along said East Right—of—Way line, a distance of 50.51 feet, to a point on said East line of the Southwest Quarter; thence South 00°51'04" West, departing said East Right—of—Way line, along said East line of the Southwest Quarter, a distance of 1492.15 feet, to the POINT OF BEGINNING, containing 759,285.4616 square feet or 17.43 acres, more or less, except that part in roads.

ORDINANCE NO. _____ (CONT.)

SECTION II

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

SECTION III

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

SECTION IV

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



STAFF REPORT

Planning and Zoning Case 22-59R&PDP

Staff: Katherine Sharp, Director of Planning and Development

Date: February 27, 2023

GENERAL INFORMATION

Application:	P&Z Case 22-59R&PDP: Rezoning & Preliminary Development Plan Rezoning to PD "Planned Development" for Liberty Parkway Apartments. A 328-unit apartment complex and 16,000 sq. ft. of commercial space on 17 +/- acres at South Liberty Parkway and Flintlock Rd.
Applicant:	Curtis Petersen Polsinelli PC 900 W. 48 th Place, Ste. 900 Kansas City, MO 64112
Owner:	George Filios Liberty Investors 17 LLC 9640 W. Tropicana Ave., Ste. 900 Las Vegas, NV 89147
Location:	17.3 +/- acres north of South Liberty Parkway between Plummer Road and Flintlock Road.
Existing Land Use/Zoning:	Undeveloped / PD, Expired Planned Development
Future Land Use Designation:	High Density Residential
Proposed Zoning:	PD "Planned Development" for Liberty Parkway Apartments. A 328-unit apartment complex and 16,000sq. ft. of commercial space on 17.3 +/- acres at South Liberty Parkway and Flintlock Rd.
Surrounding Land Uses/Zoning:	Northwest: Religious Retreat Center/ R-P3 "One -Family Cluster District" Northeast: Immaculata Manor /R-1A "Suburban Residential" South: South Liberty Parkway East: Undeveloped / PD "Planned Development" for apartments West: Flintlock Road
Public Notice:	Legal Notice printed in Courier Tribune- November 23 & January 26 Letter sent to property owners within 185 ft on November 28 & January 26 Sign Posted on site on November 23
File Date:	November 4, 2022

PREVIOUS CASE

PZ Case 22-41A: Future Land Use Map Amendment from Commercial to High Density Residential was approved by the City Council September 26, 2022

PZ Case 16-30A: Future Land Use Amendment for South Liberty Parkway Phase I was approved by the City Council in February 2017.

PZ Case 16-17FDP: Final Development Plan to allow the development of Liberty Parkway Heights, Phase I, a 204 unit multi-family development was approved by the City Council April 25, 2016

PZ Case 16-18FP: Final Plat of Liberty Parkway Heights was approved by the City Council April 25, 2016

PZ Case 16-11R&PDP: Rezone and Preliminary Development Plan was approved by City Council March 28, 2016

PZ Case 16-12PP: Preliminary Plat for 3 lots was approved by City Council March 28, 2016

*The 2016 approvals of the Planned Development zoning and Development Plans sunset after two years of inactivity.

APPLICANT'S PROPOSAL

Summary

This is an application for 7 buildings with 328 apartment units and 16,000 sq. ft. of commercial space on 17.43 acres. The apartments will be on the southern portion of the site abutting South Liberty Parkway on the south, Flintlock Rd. on the west and Plummer Rd. on the east. The proposed commercial space will be on the north end of the property adjacent to Flintlock and the new public street that will connect Flintlock and Plummer roads.

The applicant's submittal includes the following description;

The residential portion will have approximately 328 dwelling units with a housing mix of one, two and three-bedroom units. The buildings will have a high level of architectural detailing and will include a community clubhouse and amenities such as an infinity pool, premium fitness center, bark park, outdoor turf for gaming, Zen area and co-working space. The buildings are situated around the perimeter of the site to provide significant open space between the buildings. This portion of the development will provide a total of 597 parking spaces, comprised of electronic vehicle charging stations, 109 garage spaces, covered parking and surface parking. An integrated sidewalk system will be created to provide pedestrian connectivity and create a more neighborhood- oriented feel to the development.

The commercial portion of the development is 2+ acres and will provide +/- 16,000 square feet of commercial space with surface parking spaces. The commercial building will be 2-stories in height in order to maintain a pedestrian scale while also including attractive architecture.

Use

The applicant proposes that the site be high density residential to allow for apartments and a small portion to allow for a commercial/office type building.

Site Design

The residential development is comprised of 7 buildings that are 4/5 stories tall. A clubhouse, pool, and dog park are being proposed as potential amenities to the site. The buildings are situated throughout the site and provide significant open space between the buildings. In final development plan phase, staff will work with the applicant on final-level details to the site plan. The applicant is proposing a 35-foot building setback from property lines along South Liberty Parkway and Flintlock for the apartment buildings.

Building Design

The 7 residential buildings will be comprised primarily of vertical and horizontal lap board and batten siding and stone accents with asphalt composition roofing. The proposed buildings are 4 and 5 stories in height. The tallest height is 61 feet to the top of the peak of a building. The clubhouse with similar design is also proposed. Final building details will be worked through during the final development plan phase.

Access/Circulation/Parking

The proposal includes one entrance from South Liberty Parkway, two entrances on Plummer Road, and full access on Flintlock Road from the new Mercy St. on the north. Plummer Road will be signalized and fully improved to city standards. Access on South Liberty Parkway from the development will have a restricted turning movement, allowing for a right in and right out only.

There are 566 total parking spaces for this residential portion. The commercial portion is proposing 69 stalls. The proposed number of parking stalls meets the standards within the Unified Development Ordinance (UDO) which requires 1.7 parking stalls for each dwelling unit in an apartment complex.

New sidewalks will be installed on the east side of Plummer Road and throughout the site for pedestrian connectivity. There are existing sidewalks along Flintlock and South Liberty Parkway. Site and parking lot lighting must be designed to minimize light spillage onto neighboring properties and will be further addressed in the final development plan application.

Landscaping/ Parkland

The residential portion, exceeds the 20% open space requirements by providing just over 50% (8.69 ac) open space on site. Ornamental trees, evergreens and shrubs are planned throughout the site. Further evaluation of landscaping will occur at Final Development Plan phase.

As no parkland has been identified for this project, a fee-in-lieu of parkland dedication will be due as required in Sec. 90-94.1 of the UDO.

PUBLIC INFRASTRUCTURE

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

Streets

The proposed residential portion includes two entrances on Plummer Road, an access off of South Liberty Parkway, an entrance from Mercy St. on the north and a private drive will loop through the site.

Plummer Road will be signalized and fully improved to city standards. Access on South Liberty Parkway from the development will have a restricted turning movement, allowing for a right in/right out. A full turning movement will be allowed from Mercy St. on to Flintlock Road.

Sanitary Sewer

Sanitary service will be provided via an 8" public sewer main that runs to the site across South Liberty Parkway at the southwest corner.

Water

Water service will be provided via connections to an existing 16" water main on South Liberty Parkway and a 12" water main on Flintlock Road.

Stormwater

Stormwater will be collected by an on-site collection system directed to the storm water detention areas located on the site, then released into the Liberty stormwater system at an acceptable rate. Final detailed stormwater analysis will be required at the final development plan phase.

STAFF ANALYSIS

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

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

The Comprehensive Plan was updated for this area in 2016 during an extensive discussion regarding South Liberty Parkway (SLP) Phase I. The applicant received approval to amend the Land Use Map in September 2022 to allow for High Density residential on the majority of site with commercial to the north.

Staff believes the proposed rezoning conforms to the current Future Land Use map.

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

The UDO describes the Planned Development District (PD) as:

The purpose of the planned development district is to facilitate the development of unique, large scale or mixed use developments, or for the development of difficult sites due to topographical or other environmental considerations. The PD district allows a mix of land uses, densities, setbacks, and building heights for a defined area. This zoning district is intended to encourage innovative and creative design and to facilitate a mix of uses in the development of a balanced community.

The impact of this development will be felt mostly by the existing properties to the north. These impacts might include increase in traffic, noise, and light generated by this development. However, the community has envisioned this parcel as developing with high density residential and commercial since the Future Land Use Plan approval in 2016. Additionally, South Liberty Parkway has been designed to accommodate increased traffic capacity and Plummer Road will be improved and signalized to mitigate traffic concerns. The proposal of a PD zoning district is appropriate, and shows quality design.

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

As further described in the Infrastructure section, the site will be served by adequate public facilities.

In accordance with the Liberty Unified Development Ordinance (UDO), staff's analysis of a Preliminary Development Plan application is guided by Section 30-27.3. In evaluating an application for a preliminary development plan the following three criteria are considered:

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

As addressed above, staff believes this proposal does satisfy the intent of the Comprehensive Plan and the Future Land Use map.

2. The plan complies with the provisions of this UDO;

The plan meets all standards and provisions and requires no variances.

3. The plan substantially complies with approved city development standards and policies;

Staff finds that this PD does comply with the intent of city development standards and policies.

STAFF RECOMMENDATION

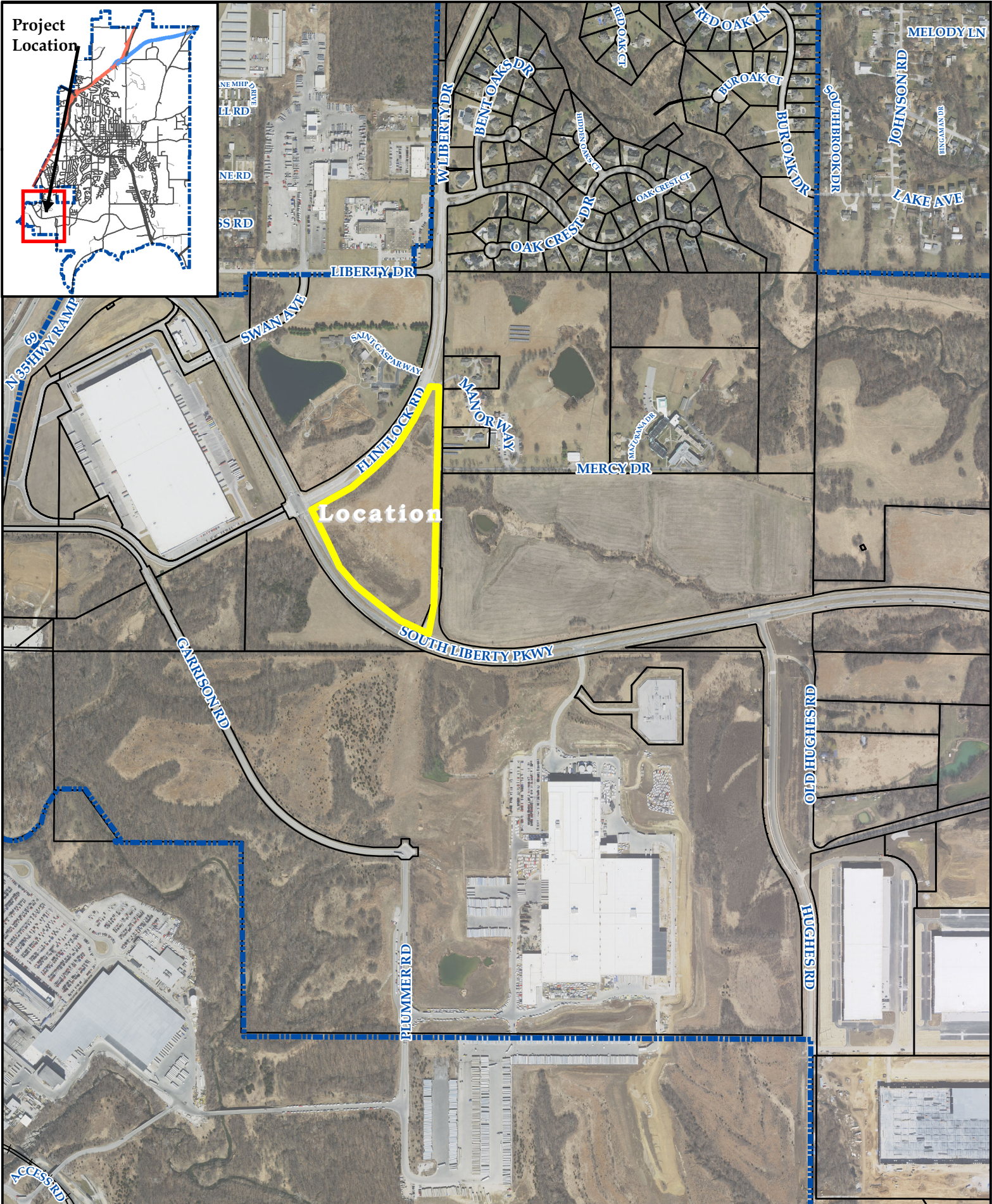
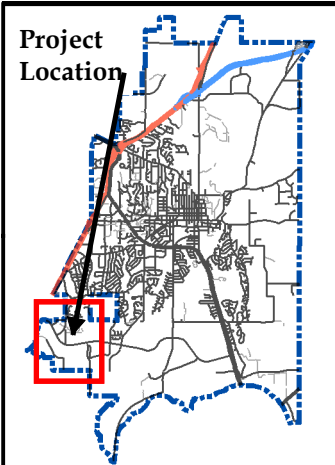
This application does meet the standards of review for a rezoning and preliminary development plan and so staff recommends approval of P&Z Case 22-59R&PDP.

PZ RECOMMENDATION

At its February 14, 2023 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 22-59R&PDP as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Applicant's proposal
Exhibit C:	Site Plan
Exhibit D:	Elevations
Exhibit E :	Preliminary Landscaping Plan
Exhibit E:	Minutes Excerpt from Planning & Zoning Commission meeting
Exhibit F:	Ordinance



LIBERTY PARKWAY APARTMENTS

Written Description of Proposal

The subject property is approximately 17.43 acres in size and is located north of South Liberty Parkway between N. Flintlock and Plummer. Liberty Parkway Apartments is a Planned Development of approximately 17.43 acres, which is comprised of +/-15 acres of residential apartments and +/-2 acres of commercial development and will include public improvements to Plummer Road, an extension of Our Lady of Mercy Home Drive to N. Flintlock Road and public water and sewer mains. The overall development has been designed to create an attractive neighborhood environment and possibly opportunities for employment within walking distance of their homes. It is currently estimated that the overall development, as designed, will provide approximately 2+ acres of landscaping open space/greenery.

One of the key recommendations in the Blueprint for Liberty plan is to help establish a variety of land uses throughout the South Liberty Roadway Corridor and acknowledges that mixed-use areas provide an opportunity to support higher residential densities and generate employment areas to support those neighborhoods. The proposed project will: (a) provide an appropriate balance of residential and commercial use along South Liberty Parkway; (b) support the growing industrial presence of S. Liberty Parkway; (c) meet the spirit of the definition of walkability/access associated with mixed-use and its future sustainability; and (d) generate more customers for existing commercial uses in the Liberty Triangle and Liberty Commons developments.

The residential portion will have approximately 328 dwelling units with a housing mix of one, two and three-bedroom units. The buildings will have a high level of architectural detailing and will include a community clubhouse and amenities such as an infinity pool, premium fitness center, bark park, outdoor turf for gaming, zen area and co-working space. The buildings are situated around the perimeter of the site to provide significant open space between the buildings. This portion of the development will provide a total of 597 parking spaces, comprised of electronic vehicle charging stations, 109 garage spaces, covered parking and surface parking. An integrated sidewalk system will be created to provide pedestrian connectivity and create a more neighborhood- oriented feel to the development.

The commercial portion of the development is 2+ acres and will provide +/- 16,000 square feet of commercial space with surface parking spaces. The commercial building will be 2-stories in height in order to maintain a pedestrian scale while also including attractive architecture.

C:\153301 Civil 3D\Production Drawings\ Preliminary Site Plans\1533010200.dwg Layout: C1 General Layout -- Thursday, December 15, 2022, 11:30am -- Copyright 2022, George Butler Associates, Inc. Architect 20212, Professional Engineer 000133, Professional Land Surveyor 000259

UTILITY CONTACTS

BEFORE EXCAVATING CALL:
1 (800) DIG-RITE (344-7483)

SEWER
CITY WATER AND SEWER
CITY OF LIBERTY CITY HALL
(816) 792-6000
CITY OF LIBERTY OMI

WATER
CLAY COUNTY PUBLIC RURAL WATER DISTRICT NO. 5
(816) 532 0775 (OFFICE)
ATTN: CHUCK MCREYNOLDS
24 HOUR EMERGENCY
(816) 863-8805

GAS
MISSOURI GAS ENERGY
(816) 756-5252
GAS LEAK EMERGENCY
(800) 582-0000

PETROLEUM
"BUCKEYE PARTNERS, L.P."
PIPELINE (610) 904-4000
EMERGENCY (800) 331-4115

ELECTRICITY
KANSAS CITY POWER AND LIGHT
(913) 894-3000

TELEPHONE AT&T DISTRIBUTION

PARKING CALCULATION

Lot 1 - Multi-Family

Buildings 1 and 2 - Total units: 104
Parking required: 104 x 1.7 = 177
Parking provided: tuck-under 34
garages 12
carports 15 (1 ADA stall and 1 ADA aisle)
surface 104 (1 ADA stall and 1 ADA aisle)
total parking 165 spaces

Buildings 3 and 4 - Total units: 90
Parking required: 90 x 1.7 = 153
Parking provided: tuck-under 31 (1 ADA garage)
garages 12
carports 16
surface 122 (3 ADA stalls and 2 ADA aisles)
total parking 181 spaces

Building 5 - Total units: 45
Parking required: 45 x 1.7 = 77
Parking provided: tuck-under 14
garages 6
carports 7 (1 ADA)
surface 32
total parking 59

Buildings 6 and 7 - Total units: 89
Parking required: 89 x 1.7 = 152
Parking provided: tuck-under 29
garages 42
carports 54 with 2 ADA stalls
surface 352 with 6 ADA stalls
Clubhouse: 10 with 2 ADA stalls
Total On-site Parking: 566 cars with 12 ADA spaces.

Total parking required: 328 DUs x 1.7 = 558 cars

Parking provided: 108 with 2 ADA garage
garages: 42
carports: 54 with 2 ADA stalls
surface: 352 with 6 ADA stalls
Clubhouse: 10 with 2 ADA stalls
Total On-site Parking: 566 cars with 12 ADA spaces.

Parking Ratio 566/328 DUs = 1.73 spaces/DU.

Lot 2 - Commercial Office

Commercial Office: 17,230 SF
Parking required: 1 space / 250 SF
17,230 / 250 = 69
Parking provided: 69

LEGEND

— W —	Proposed Water Line
— SWS —	Proposed Storm Sewer
— [] —	Proposed Fence Line
— SAN —	Proposed Sanitary Sewer
— [] —	Existing Storm Sewer
— [] —	Existing Sanitary Sewer
— [] —	Existing Fence Line
— [] —	Existing Gas Line
— [] —	Existing Overhead Electric
— [] —	Existing Underground Electric
— 900 —	Proposed Contour Major
— 902 —	Proposed Contour Minor
— 900 —	Existing Contour Major
— 902 —	Existing Contour Minor
— [] —	Property Line
— P.P. —	Power Pole
— [] —	Guy Anchor
— [] —	Electrical Manhole
— [] —	Electric Pedestal
— [] —	Gate Post
— [] —	Bollard/Guard Post
— [] —	Gas Meter
— [] —	Gas Valve
— [] —	Gas Regulator
— [] —	Area Inlet
— [] —	Junction Box
— [] —	Sanitary Sewer Manhole
— [] —	Light Pole
— [] —	Yard Light
— [] —	Sign
— [] —	Telephone Manhole
— [] —	Telephone Pedestal
— [] —	Telephone Pole
— [] —	Tree Coniferous
— [] —	Tree Deciduous
— [] —	Fire Hydrant
— [] —	Water Meter

Floodplain

THE SITE IS NOT LOCATED WITHIN ANY SPECIAL FLOOD HAZARD AREAS (SFHA) PER FEMA FIRM MAP 2904700220E; EFFECTIVE DATE OF AUGUST 3, 2015. NO LETTERS OF MAP AMENDMENT OR REVISIONS ARE BEING PROPOSED.

LEGAL DESCRIPTION

All that part of the East One Half of the Southwest Quarter of Section 23, Township 51, Range 32, in the City of Liberty, Clay County, Missouri, as prepared by Michael Loy, PLS No. 2013000044, on November 11th, 2022, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southwest Quarter; thence North 00°51'04" East, along the East line of said Southwest Quarter, a distance of 316.39 feet, to the POINT OF BEGINNING, said point also being on the North Right-of-Way line of South Liberty Parkway, as now established per Right-of-Way No. 2 in Tract 4 of Condemnation recorded in Book 4667 at Page 287; thence North 89°08'59" West, departing said East line, along said North Right-of-Way line, a distance of 30.00 feet, to a point on a non-tangent curve; thence Southwesterly, continuing along said North Right-of-Way line, along a curve to the right, having a radius of 447.46 feet, a central angle of 08°40'35", and whose initial tangent bearing is South 14°46'52" West, a distance of 67.76 feet; thence South 23°27'22" West, continuing along said North Right-of-Way line, a distance of 109.45 feet; thence South 63°25'37" West, continuing along said North Right-of-Way line, a distance of 11.88 feet, to a point on a non-tangent curve; thence Northwesterly, continuing along said North Right-of-Way line, along a curve to the right, having a radius of 1375.39 feet, a central angle of 37°54'10", and whose initial tangent bearing is North 64°58'34" West, a distance of 909.86 feet; thence North 27°04'24" West, continuing along said North Right-of-Way line, a distance of 202.55 feet; thence North 03°52'19" West, along the transition from said North Right-of-Way line to the East Right-of-Way line of North Flintlock Road, as now established per said Condemnation, a distance of 31.55 feet; thence North 62°55'36" East, along said East Right-of-Way line, a distance of 135.86 feet, to a point of curvature; thence Northeastly, continuing along said East Right-of-Way line, along a curve to the left, having a radius of 1492.39 feet, and a central angle of 13°31'10", a distance of 352.14 feet, to a point on a non-tangent curve; thence Northeastly, continuing along said East Right-of-Way line, along a curve to the left, having a radius of 1487.39 feet, a central angle of 11°00'20", and whose initial tangent bearing is North 47°24'40" East, a distance of 285.70 feet; thence Northeastly, continuing along said East Right-of-Way line, along a curve to the left, having a radius of 1482.39 feet, a central angle of 16°19'45", and whose initial tangent bearing is North 38°24'31" East, a distance of 422.48 feet; thence South 85°00'35" East, continuing along said East Right-of-Way line, a distance of 50.51 feet, to a point on said East line of the Southwest Quarter; thence South 00°51'04" West, departing said East Right-of-Way line, along said East line of the Southwest Quarter, a distance of 1492.15 feet, to the POINT OF BEGINNING, containing 759,285.4616 square feet or 17.43 acres, more or less, except that part in roads.

General Layout



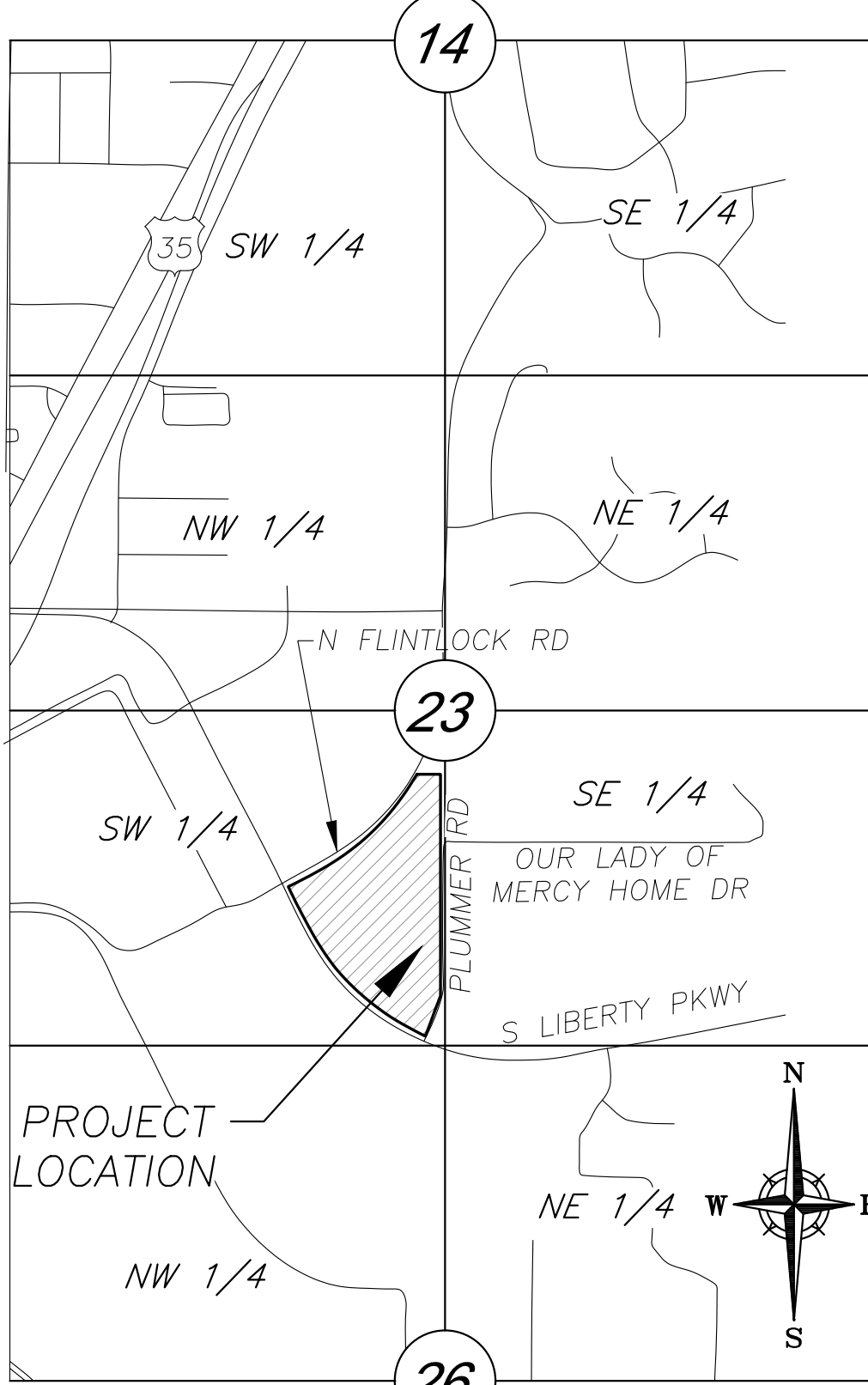
GBA
9801 Renner Blvd., Ste. 300
Lenexa, KS 66219
913.492.0400
gbateam.com

DATE:	11-4-22
DESIGN BY:	JRH
DRAWN BY:	JWM/NK
PROJECT NO.:	15330
SHEET NO.	TOTAL SHEETS
C1	C8

Jonathan Healy
Professional Engineer
License No. 2018003126

Preliminary Development Plan
Liberty Parkway Apartments
Liberty, Missouri

NO.	DATE	REVISIONS	BY	APPROVED
11/18/22		City Comments		
12/16/22		City Comments		

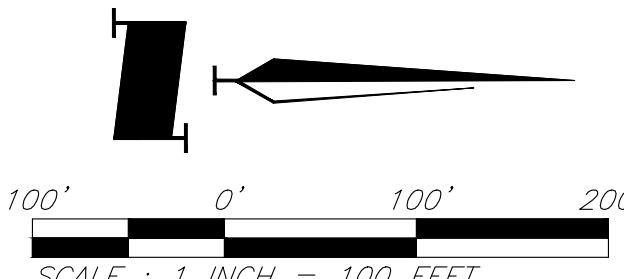


VICINITY MAP

Section 23-Township 51-Range 32
City of Liberty
Clay County, Missouri
Scale: 1"=1000'

Area Summary Table

Lot 1	15.05 AC (655,537.50 SF)
Lot 2	1.92 AC (83,447.31 SF)
Mersey St R/W	0.44 AC (19,141.65 SF)
Liberty Pkwy R/W	0.03 AC (1,161.27 SF)
Total	17.43 AC (759,285.46 SF)





BUILDING TYPE "A" 4/5
FRONT ELEVATION

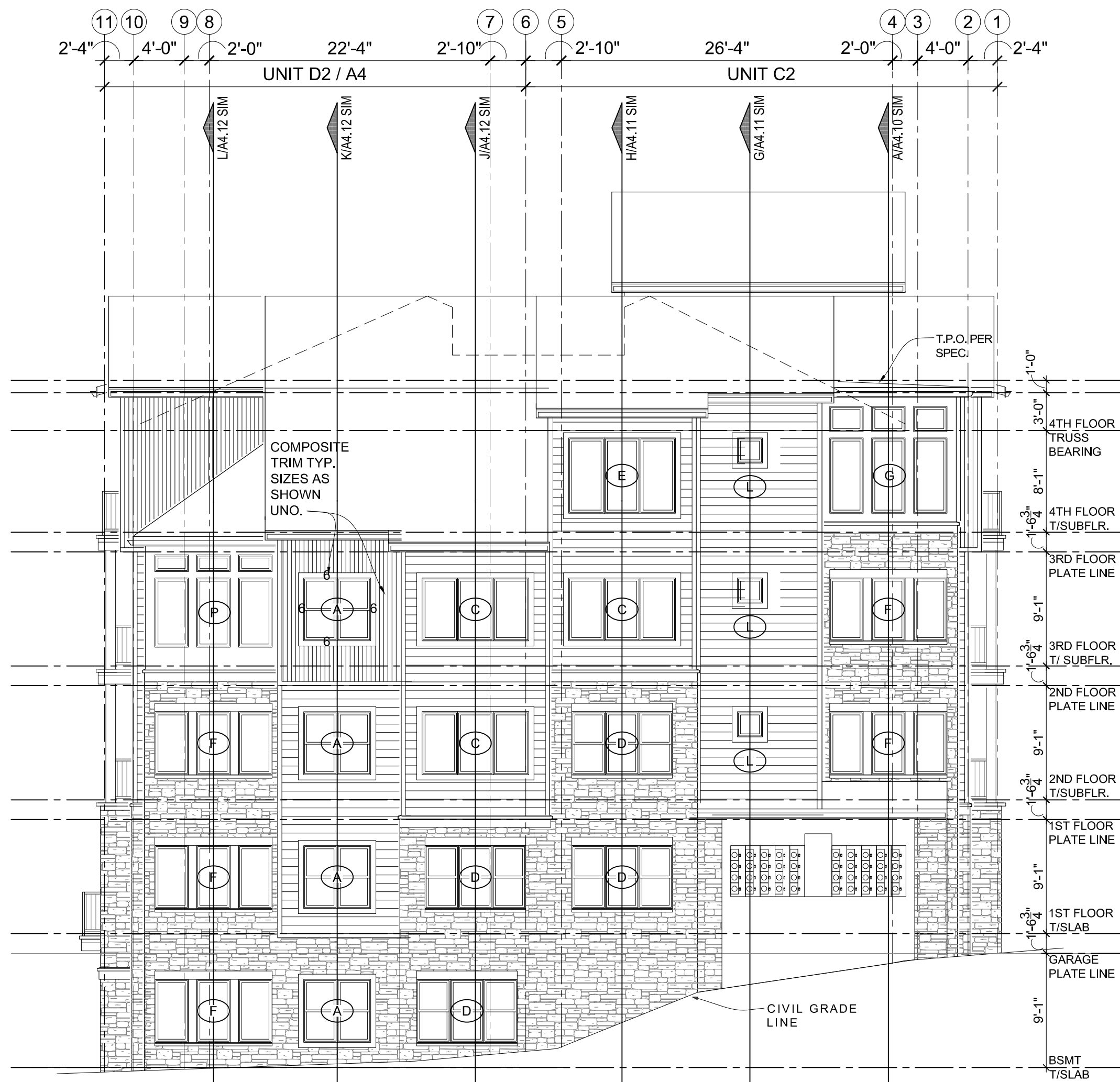
1/8" = 1'-0"
BUILDING NUMBER 7 AS SHOWN



BUILDING TYPE "A" 4/5
REAR ELEVATION

1/8" = 1'-0"
BUILDING NUMBER 7 AS SHOWN

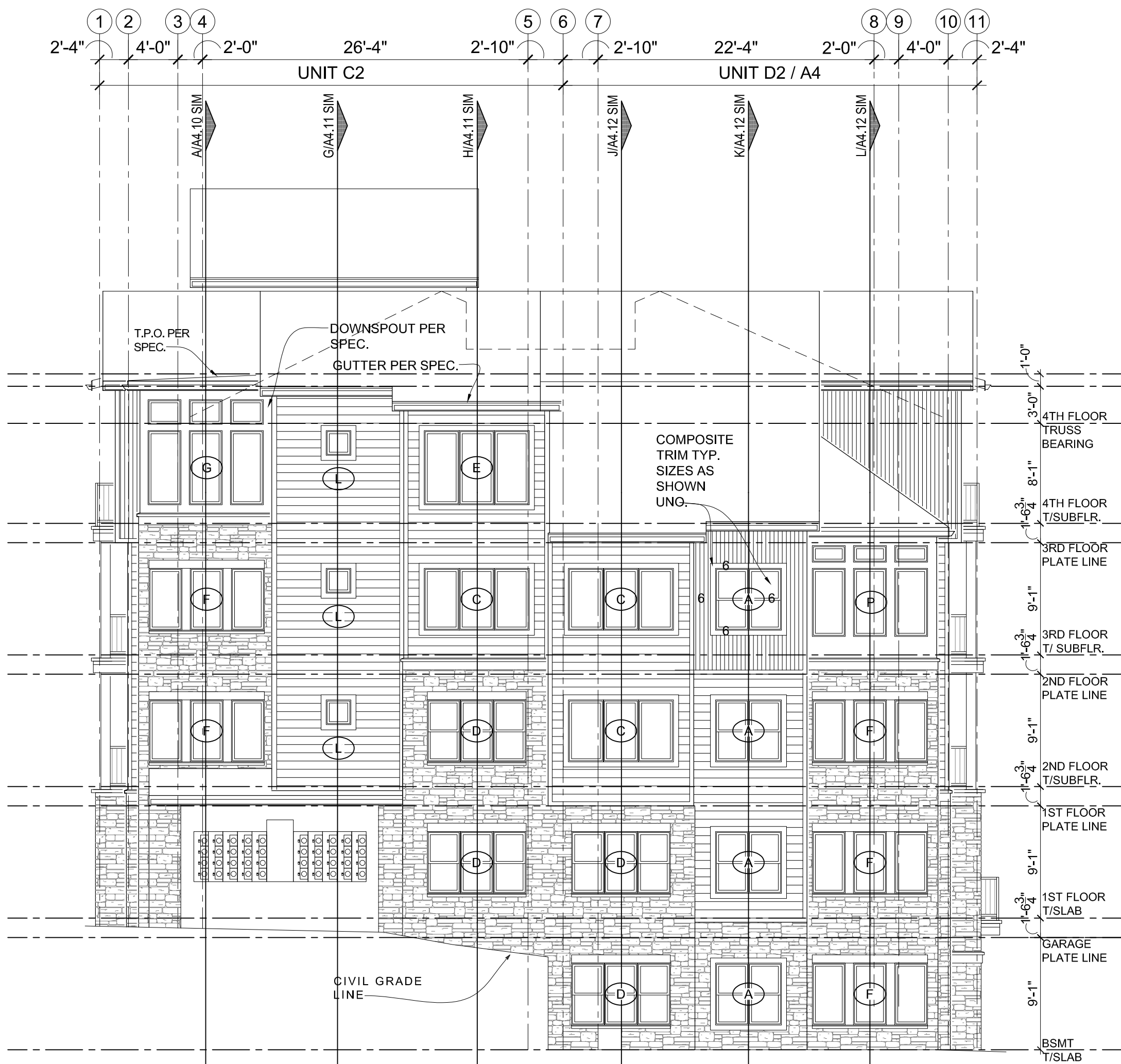
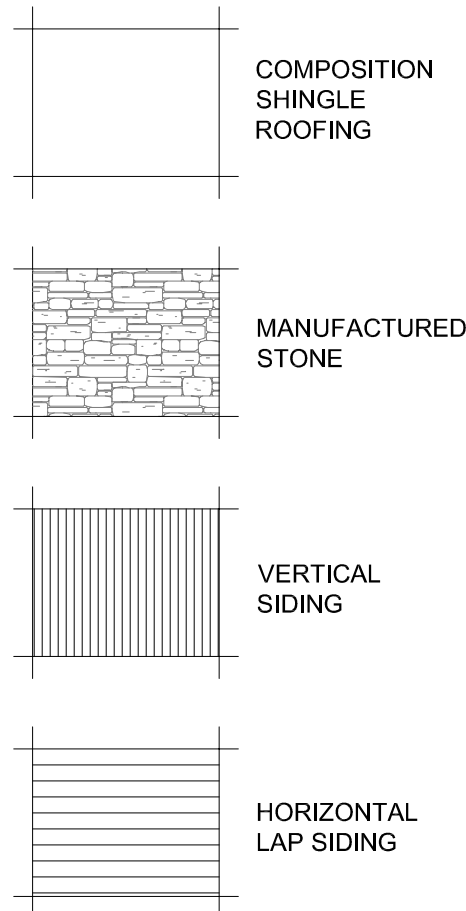
PRELIMINARY DEVELOPMENT PLAN



BUILDING TYPE "A" 4/5
LEFT ELEVATION

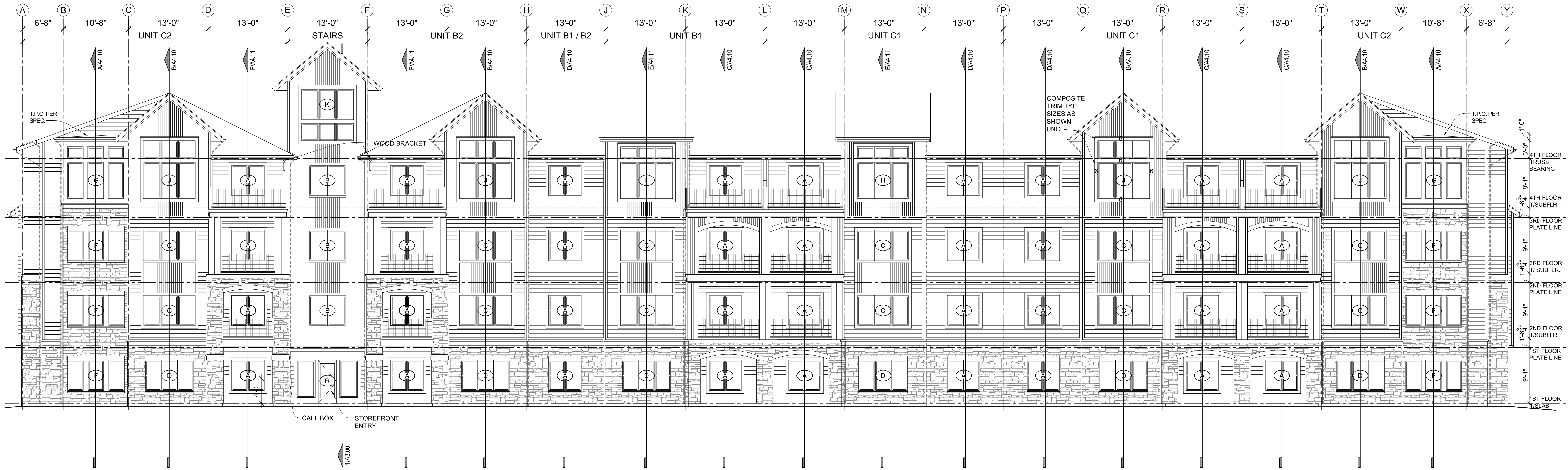
1/8" = 1'-0"
BUILDING NUMBER 7 AS SHOWN

ELEVATION
MATERIAL
LEGEND

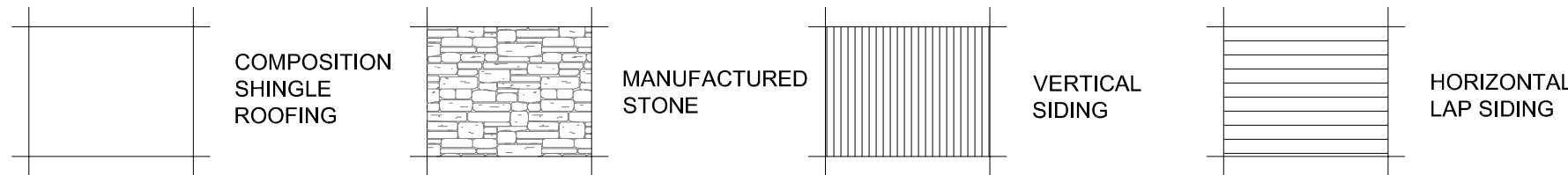


BUILDING TYPE "A" 4/5
RIGHT ELEVATION

1/8" = 1'-0"
BUILDING NUMBER 7 AS SHOWN



ELEVATION
MATERIAL
LEGEND



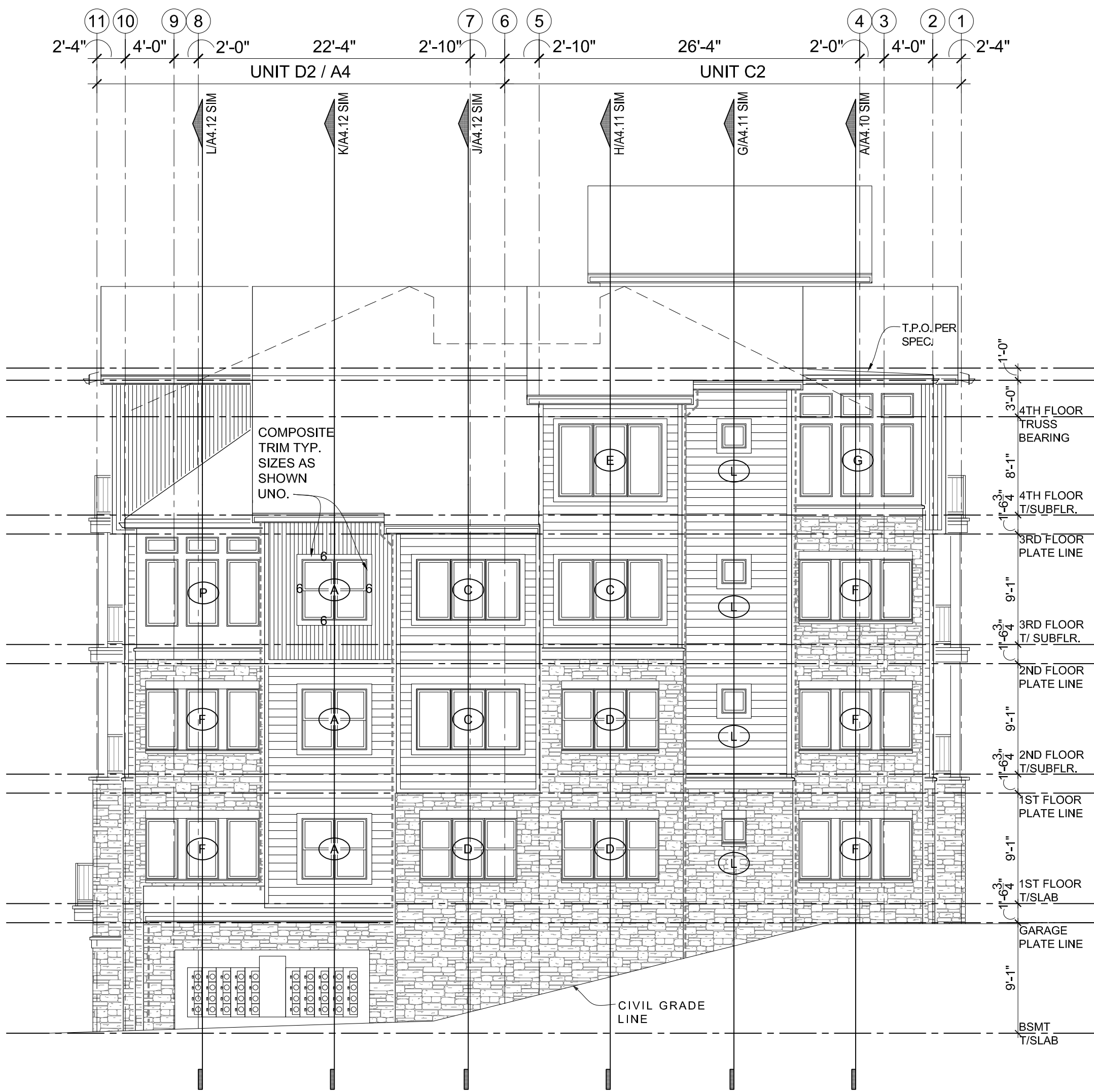
BUILDING TYPE "B" 4/5
FRONT ELEVATION

1/8" = 1'-0"
BUILDING NUMBER 1 AS SHOWN



BUILDING TYPE "B" 4/5
REAR ELEVATION

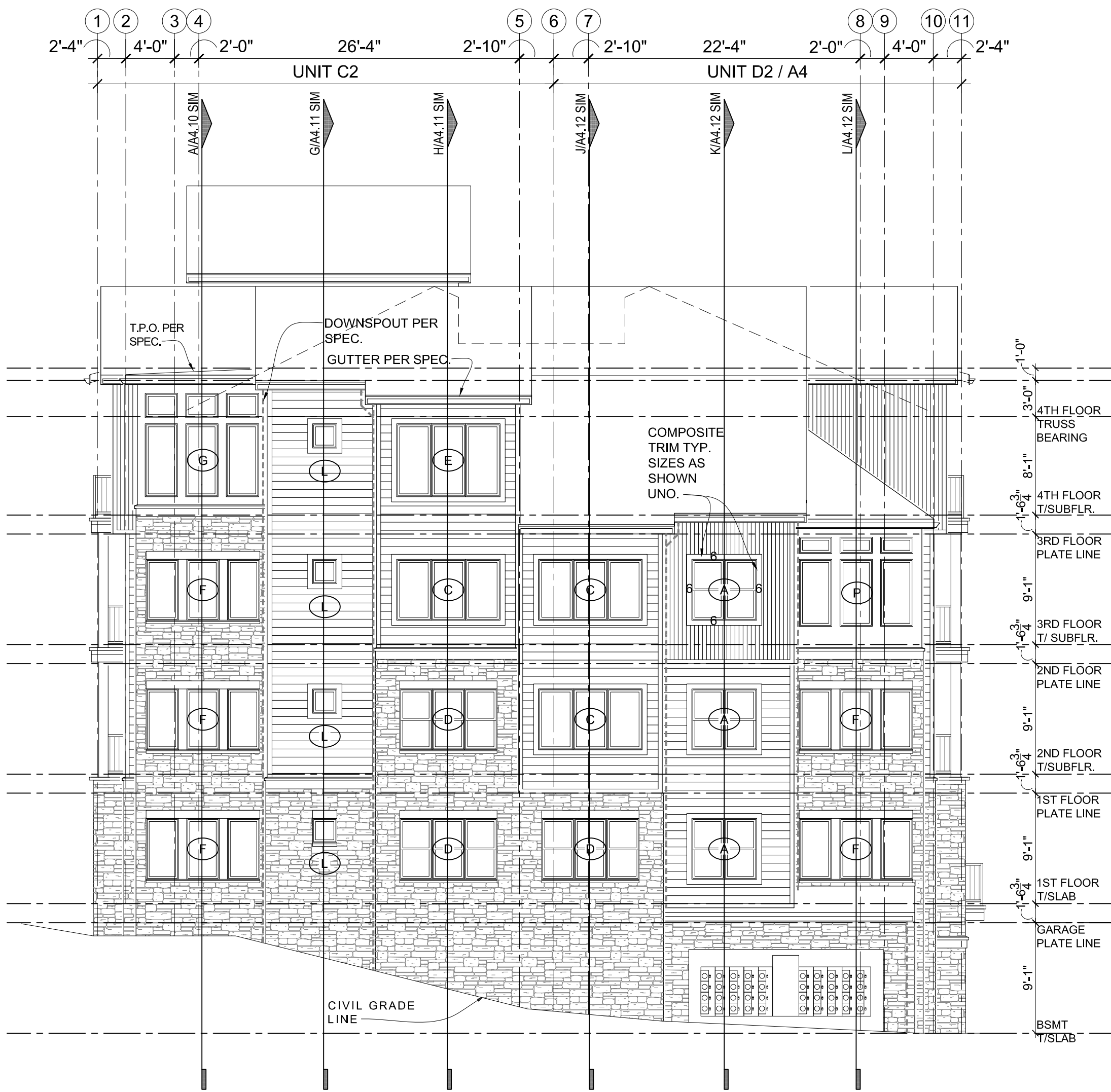
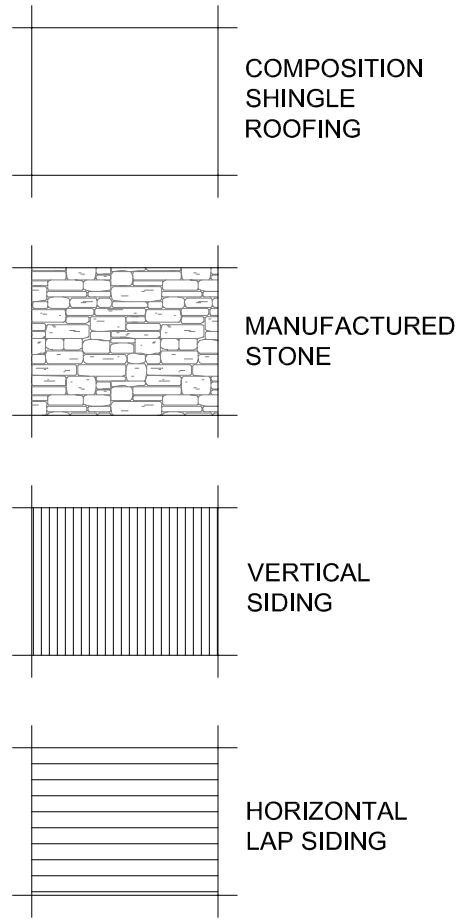
1/8" = 1'-0"
BUILDING NUMBER 1 AS SHOWN



BUILDING TYPE "B" 4/5
LEFT ELEVATION

1/8" = 1'-0"
BUILDING NUMBER 1 AS SHOWN

ELEVATION
MATERIAL
LEGEND



BUILDING TYPE "B" 4/5
RIGHT ELEVATION

1/8" = 1'-0"
BUILDING NUMBER 1 AS SHOWN

REVISIONS

DATE
11/04/2022
JOB NO.
722622
DRAWN BY:
WHP/CSB
SHEET NO.

PLANT LIST:

Existing Trees to be Removed			
Common Name	Botanical Name	Size	Notes
Shade Trees			
ARM	Armstrong Maple	Acer freemontii 'Armstrong'	2" Cal. B&B
CHB	Columnar Hornbeam	Carpinus betulus 'Fastigata'	2" Cal. B&B
COM	Columnar Sugar Maple	Acer saccharum 'Endowment'	2" Cal. B&B
HOK	Heritage Oak	Quercus macdanielii 'Clemens'	2" Cal. B&B
RPO	Columnar Regal Prince Oak	Quercus robur x bicolor 'Long'	2" Cal. B&B
ABM	Autumn Blaze Maple	Acer x fernaldii 'Autumn Blaze'	2" Cal. B&B
AFM	Autumn Fantasy Maple	Acer x fernaldii 'Autumn Fantasy'	2" Cal. B&B
BCV	Common Baldcypress	Taxodium distichum	2" Cal. B&B
BWM	Brandywine Red Maple	Acer rubrum 'Brandywine'	2" Cal. B&B
COM	Crimson Queen Red Maple	Acer platanoides 'Crimson Queen'	2" Cal. B&B
FEM	Frontier Elm	Ulmus carpinifolia x parvifolia 'Frontier'	2" Cal. B&B
FFM	Fall Fiesta Sugar Maple	Acer saccharum 'Fall Fiesta'	2" Cal. B&B
GNK	Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	2" Cal. B&B
HOK	Heritage Oak	Quercus macdanielii 'Clemens'	2" Cal. B&B
LLL	Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	2" Cal. B&B
LPT	London Plane Tree	P. x acerifolia 'Bloodgood'	2" Cal. B&B
LSM	Legacy Sugar Maple	Acer saccharum 'Legacy'	2" Cal. B&B
NSM	Norwegian Sunset Maple	Acer truncatum x A. platanoides 'Keiltsform'	2" Cal. B&B
OGM	October Glory Red Maple	Acer rubrum 'October Glory'	2" Cal. B&B
PSM	Pacific Sunset Maple	Acer truncatum x A. platanoides 'Warrenred'	2" Cal. B&B
ROK	Red Oak	Quercus rubra	2" Cal. B&B
SGM	Sienna Glen Maple	Acer x fernaldii 'Sienna'	2" Cal. B&B
SKH	Skyline Honeylocust	Gleditsia triacanthos 'Skyline'	2" Cal. B&B
SOK	Shumard Oak	Quercus shumardii	2" Cal. B&B
SVM	Sun Valley Maple	Acer rubrum 'Sun Valley'	2" Cal. B&B
SWO	Swamp White Oak	Quercus bicolor	2" Cal. B&B
ZEL	Zelkova	Zelkova serrata 'Green Vase'	2" Cal. B&B
Evergreen Trees			
ARB	Thuja orientalis	Oriental Arborvitae	6" Ht. B&B
BSP	Bakeri Blue Spruce	Picea pungens 'Bakeri'	6" Ht. B&B
CBS	Columnar Blue Spruce	Picea pungens 'Blue Totem'	6" Ht. B&B
CNS	Columnar Norway Spruce	Picea abies 'Cupressina'	6" Ht. B&B
ERC	Red Cedar	Juniperus virginiana	6" Ht. B&B
KTJ	Keteleeri Juniper	Juniperus chinensis 'Keteleeri'	6" Ht. B&B
NWS	Norway Spruce	Picea abies	6" Ht. B&B
SBS	Serbian Spruce	Picea omorika	6" Ht. B&B
TYJ	Taylor Juniper	Juniper Upright Juniper	6" Ht. B&B
RSS	Riverside Upright Spruce	Picea omorika 'Riverside'	6" Ht. B&B
WSS	Wellsprir Spruce	Picea mariana 'Wellsprir'	6" Ht. B&B
Ornamental Trees			
CBC	Coraburst Crabapple	Malus 'Coraburst'	1" cal. B&B
CPP	Crimson Pointe Plum	Prunus x cerasifera 'Cripotzam'	1" cal. B&B
ERB	Eastern Redbud	Cercis canadensis	1" cal. B&B
FLD	Flowering Dogwood	Cornus florida	1" cal. B&B
HGC	Harvest Gold Crabapple	Malus 'Harvest Gold'	1" cal. B&B
MAG	Evergreen Magnolia	Magnolia grandiflora 'DD Blanchard'	1" cal. B&B
PFC	Prairiefire Crabapple	Malus x 'Prairiefire'	1" cal. B&B
RRC	Royal Red Crabapple	Malus 'Royal Red'	1" cal. B&B
RVB	River Birch	Betula nigra	1" cal. B&B
SBM	Sweetbay Magnolia	Magnolia virginiana v. australis	1" cal. B&B
SSC	Spring Snow Crabapple	Malus 'Spring Snow'	1" cal. B&B
SVB	Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	1" cal. B&B
WBD	Whitebud	Cercis canadensis 'White Bud'	1" cal. B&B

THE ABOVE PLANT LIST REPRESENTS A RANGE OF POTENTIAL PLANT MATERIAL AND IS SUBJECT TO CHANGE

GENERAL NOTES:

1.

EACH BIDDER SHALL VISIT THE SITE OF THE PROPOSED WORK AND EXAMINE THE SITE CONDITIONS. HE SHALL ALSO CAREFULLY EXAMINE THE DRAWINGS FOR THE PROPOSED WORK AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS, WHICH MAY AFFECT THE PROPOSED WORK.
2.

THE PLANTING PLAN GRAPHICALLY ILLUSTRATES OVERALL PLANT MASSINGS. EACH PLANT SPECIES MASSING SHALL BE PLACED IN THE FIELD TO UTILIZE GREATEST COVERAGE OF GROUND PLANE. THE FOLLOWING APPLIES FOR INDIVIDUAL PLANTINGS:

A.

CREEPING GROUNDCOVER SHALL BE A MINIMUM OF 6" FROM PAVING EDGE.

B.

ALL TREES SHALL BE A MINIMUM OF 3' FROM PAVING EDGE.

C.

ALL PLANTS OF THE SAME SPECIES SHALL BE EQUALLY SPACED APART AND PLACED FOR BEST AESTHETIC VIEWING.

D.

ALL SHRUBS SHALL BE A MINIMUM OF 2' FROM PAVED EDGE.
3.

NOTIFY LANDSCAPE ARCHITECT 1 WEEK PRIOR TO ANTICIPATED START OF PLANT MATERIAL INSTALLATION. LANDSCAPE CONTRACTOR SHALL STAKE ALL PROPOSED PLANTING BED EDGES, SET OUT SHRUBS IN INTENDED LOCATIONS, AND STAKE TREE LOCATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4.

ALL NEW PLANT BED AREAS TO BE IRRIGATED. REFER TO SPECIFICATIONS FOR IRRIGATION SYSTEM DESCRIPTION.
5.

REFER TO L1.00 SERIES SHEETS FOR TREE PLANTINGS.
6.

REFER TO L3.00 SERIES SHEETS FOR PLANTING DETAILS & SPECIFICATIONS.
7.

IN THE EVENT OF WORK IN OR ON THE JCW SANITARY MAIN. ANY TREES OR PLANTINGS PLACED WITHIN THE SEWER EASEMENT MAY BE REMOVED WITHOUT REPLACEMENT OR COMPENSATION THERE OF AND SHALL BE REPLACED BY THE PROPERTY OWNER AS REQUIRED BY THE CITY.
8.

STRIP TOP SOIL & SAVE FOR PLANTING AREAS. EXCAVATE TO A DEPTH OF 18" FOR ALL PLANTING BEDS AND REPLACE WITH PLANTING SOIL MIX. REFER TO L3.00 FOR PLANTING SOIL MIX.
9.

ROCK BEDS SHALL BE BUFFALO RIVER ROCK, 1"-2.5" SIZE, BY HOUSE OF ROCKS OR APPROVED EQUAL. ALL ROCK BED AREAS SHALL HAVE FILTER FABRIC & BE 4" MIN. DEPTH.
- PARKING AREA PLANTING REQUIREMENTS

OPEN SPACE AREA PLANTING REQUIREMENTS

LANDSCAPE REQUIREMENTS (LIBERTY, MO)

STREET TREES:

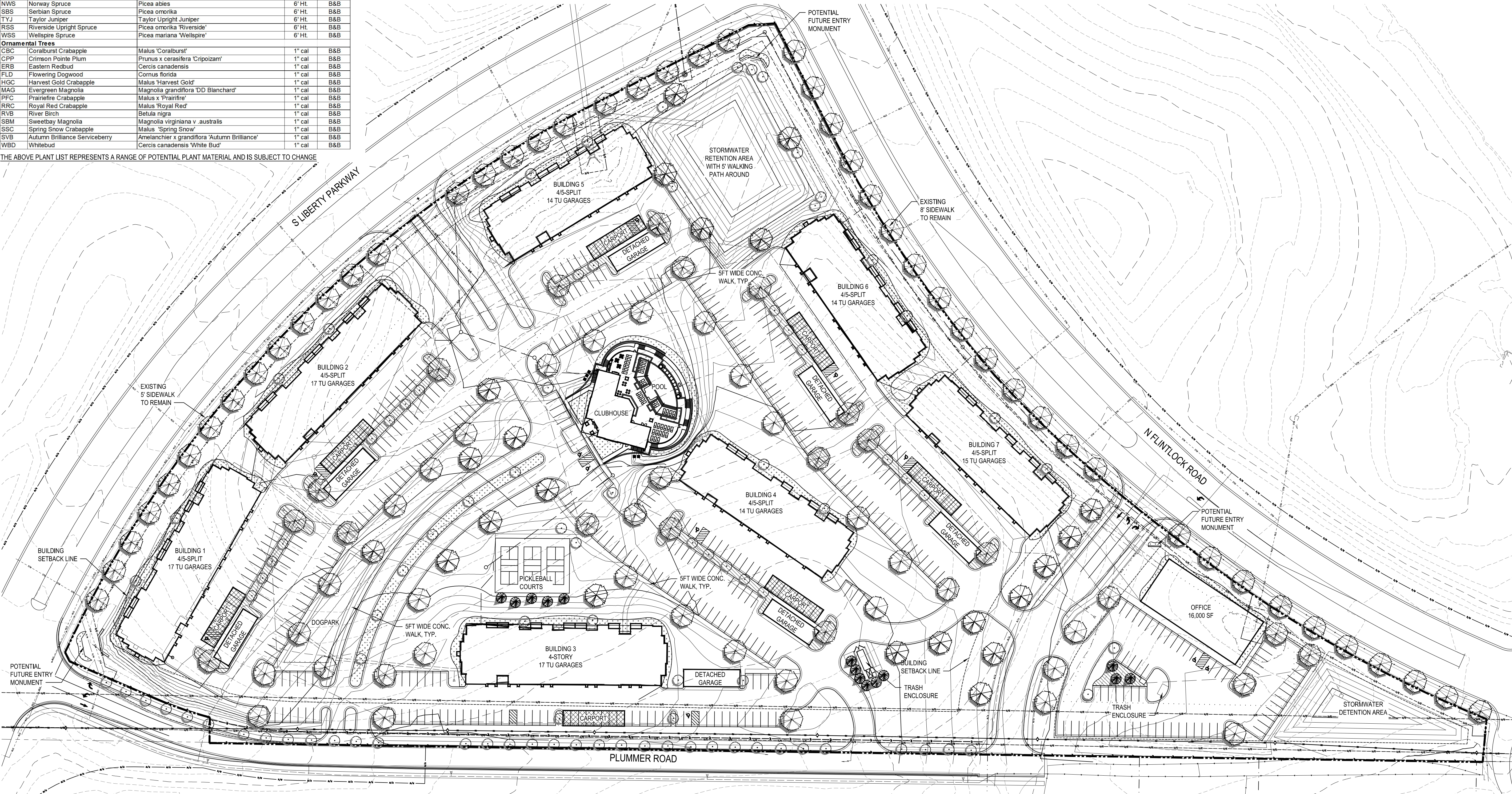
1.	1 LARGE TREE PER 50 LF OF STREET FRONTAGE.		
2.	1 SMALL TREE PER 35 LF OF STREET FRONTAGE - IF THE PLANTING OF LARGE GROWING STREET TREES INTERFERES WITH OVERHEAD UTILITY LINES.		
		REQUIRED:	PROVIDED:
	S LIBERTY PKWY = +/-1155 LF/ 50 LF =	24 TREES	24 TREES
	N FLINTLOCK RD = +/-1196 LF/ 50 LF =	24 TREES	24 TREES
	PLUMMER RD = +/-1186 LF/ 35 LF =	34 TREES	34 TREES

PARKING (TUCK UNDER GARAGE PARKING EXCLUDED, COMMERCIAL PARKING INCLUDED):

1.	MAY BE PLANTED WITHIN LANDSCAPE ISLANDS, BUFFER AREAS OR OPEN SPACE		
2.	1 LARGE TREE PER 10 SPACES		
3.	1 SMALL TREE PER 15 SPACES		
4.	1 SHRUB PER 2 SPACES		
		REQUIRED:	PROVIDED:
	1. 525 PARKING SPACES / 10 =	53 LARGE TREES	54 LARGE TREES
	2. 525 PARKING SPACES / 15 =	35 SMALL TREES	36 SMALL TREES
	3. 525 PARKING SPACES / 2 =	263 SHRUBS	263+ SHRUBS

OPEN SPACE:

1.	1 LARGE TREE PER 3,000 SF OF BUILDING AREA, 2 SMALL TREES MAY COUNT AS 1 LARGE TREE		
2.	1 SHRUB PER 250 SF OF BUILDING AREA, NO MORE THAN 400 SHRUBS REQUIRED		
		REQUIRED:	PROVIDED:
	BUILDING AREA = +/-140,680 SF / 3000 =	47 LARGE TREES	24 LARGE TREES
			46 SMALL TREES
	+/-140,680 SF / 250 =	563 SHRUBS	563+ SHRUBS



TREE PLANTING PLAN

1" = 60'-0"



A NEW MIXED-USE DEVELOPMENT:

GFI-LIBERTY PARKWAY APTS.

S. LIBERTY PARKWAY & N. FLINTLOCK ROAD
LIBERTY, MISSOURI

DRAWING RELEASE LOG	
11.04.22	POP SUBMITTAL
11.21.22	POP R&SUBMITTAL
12.02.22	POP R&SUBMITTAL
12.16.22	POP R&SUBMITTAL

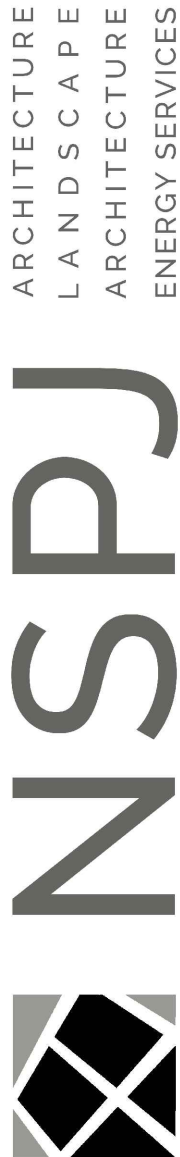
REVISIONS

JOB NO. 722622	DATE 12.16.22
DRAWN BY WHP / BNH	
PRELIM. DEVELOP. PLAN	

SHEET NAME
TREE PLANTING PLAN

SHEET NO.

L1.00



ARCHITECTURE
LANDSCAPE
ARCHITECTURE
ENERGY SERVICES
P. 913.831.1415
F. 913.831.1563
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ARCHITECTS
3515 W. 75TH ST., SUITE 201
PRAIRIE VILLAGE, KS 66208

C. P&Z Case 22-59R&PDP: Rezoning and Preliminary Development Plan for Liberty Parkway Apartments. Rezoning to PD for 328 units and 16,000 sf of commercial space on 17.3 acres at the NE corner of South Liberty Parkway and Flintlock.

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

Chairman Rosekrans asked the commissioners if they had any questions.

Commissioner Dilts asked why this application did not require a variance for the height.

Ms. Sharp stated that in a request to rezone to PD "Planned Development" the developer can request specific zoning requirements such as height and setbacks based on the criteria for that specific development.

Commissioner Dilts asked if she was a developer could she submit a request for a height of 10 stories for example.

Ms. Sharp said that each situation is evaluated separately and that such an extreme case likely wouldn't fit in Liberty at this time. If that were the case, Staff would not recommend approval of that request.

Commissioner Dilts asked about specific requirements to alleviate light from this project affecting neighbors.

Ms. Sharp stated that there are very specific codes in the UDO that address lighting and minimizing the effects to surrounding properties.

Chairman Rosekrans asked the applicant if they wish to speak.

Curtis Petersen, Polsinelli, representing the owner, stated the Land Use amendment was approved in September of 2022 to allow multifamily development on this site. GFI, the owner is a National builder with many projects around the KC area including Copper Ridge in Liberty. He hopes that this project will help to activate South Liberty Parkway.

Mr. Petersen stated in response to Commissioner Dilts questions regarding height of the buildings, the 4/5 split is due to grade changes on the site and that Copper Ridge has the same type and height of buildings. There is a preliminary traffic study that states that a traffic signal is not warranted at Plummer and South Liberty Parkway, but the developer is pursuing options for installation based on city's desire to have a signal at that location. He also stated that while the plans are not in the Final form yet, they intend to follow all city standards regarding lighting and understand Commissioner Dilts concern about light spillage onto other properties.

Chairman Rosekrans opened the public hearing. He asked if there was anyone in the audience that would like to speak for or against the case, seeing none he closed the public hearing.

John Davis, Foresight Realty, 2089 Red Oak Lane, neighbor to the east stated that he is in general support of the project. His concern is that there is not commercial

proposed along South Liberty Parkway. It will be detrimental to his commercial project to the east of Plummer Road if there is not a continuity of commercial along South Liberty Parkway. He asked that the plan be reworked to have commercial along the Parkway.

Chairman Rosekrans asked if anyone else would like to speak for or against the case, seeing none he closed the public hearing.

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

Chairman Rosekrans asked if staff had comments on the statement raised by Mr. Davis.

Ms. Sharp stated that the change to the Land Use map was approved in September of 2022. Staff evaluates applications based on current codes and policies and evaluated this application based on the most current Land Use map. Because the Land Use map now shows High Density Residential at this location, and met all other requirements of the code, staff is recommending approval of the rezoning application.

Commissioner Holt asked if commercial continuity is important.

Ms. Sharp stated that staff is not in a position to make a comment about that question. She said that she is not a commercial developer and so can not speak to the importance or existence of commercial continuity in the commercial development sector.

Chairman Rosekrans stated that before the City Council meeting Mr. Davis should sharpen his definition of Commercial Continuity so that the City Council can have a better understanding about what that statement means and the statistics and theories behind it.

Commissioner Holt agreed.

Commissioner Personett stated that all commercial areas have a beginning and an end. Mr. Davis should also look into how that occurs.

Commissioner Dilts stated that she was unsure how the should go forward with the question regarding the commercial area outstanding.

Chairman Rosekrans stated that the Planning & Zoning Commission reviews applications based on current codes and the current Land Use Plan. Political questions should be left up to the City Council.

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

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

Vote: Motion passed 8-0-0

Yes: Dilts, Evans, Holt, Howard, Personett, Reinier, Rosekrans, Summers
No: None
Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, February 27, 2023.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI
BY REZONING 17.3+/- ACRES AT THE NE CORNER OF SOUTH LIBERTY PARKWAY AND
FLINTLOCK TO PD "PLANNED DEVELOPEMNT" DISTRICT
FOR LIBERTY PARKWAY APARTMENTS

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

SECTION I

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

All that part of the East One Half of the Southwest Quarter of Section 23, Township 51, Range 32, in the City of Liberty, Clay County, Missouri; as prepared by Michael Lay, PLS No. 2013000044, on November 11th, 2022, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southwest Quarter; thence North 0051'04" East, along the East line of said Southwest Quarter, a distance of 316.39 feet, to the PO/NT OF BEGINNING, said point also being on the North Right—of—Way line of South Liberty Parkway, as now established per Right—of—Way No. 2 in Tract 4 of Condemnation recorded in Book 4667 at Page 287; thence North 89°08'59" West, departing said East line, along said North Right—of—Way line, a distance of 30.00 feet, to a point on a non—tangent curve; thence Southwesterly, continuing along said North Right—of—Way line, along a curve to the right, having a radius of 447.46 feet, a central angle of 08°40'35", and whose initial tangent bearing is South 14°46'52" West, a distance of 67.76 feet; thence South 23°27'22" West, continuing along said North Right—of—Way line, a distance of 109.45 feet; thence South 63°25'37" West, continuing along said North Right—of—Way line, a distance of 11.88 feet, to a point on non—tangent curve; thence Northwesterly, continuing along said North Right—of—Way line, along a curve to the right, having a radius of 1375.39 feet, a central angle of 37°54'10", and whose initial tangent bearing is North 64°58'34" West, a distance of 909.86 feet; thence North 27°04'24" West, continuing along said North Right—of—Way line, a distance of 202.55 feet; thence North 03°52'19" West, along the transition from said North Right—of—Way line to the East Right—of—Way line of North Flintlock Road, as now established per said Condemnation, a distance of 31.55 feet; thence North 67°55'36" East, along said East Right—of—Way line, a distance of 135.86 feet, to a point of curvature; thence Northeasterly, continuing along said East Right—of—Way line, along a curve to the left, having a radius of 1492.39 feet, and a central angle of 13°31'10", a distance of 352.14 feet, to a point on a non—tangent curve; thence Northeasterly, continuing along said East Right—of—Way line, along a curve to the left, having a radius of 1487.39 feet, a central angle of 11°00'20", and whose initial tangent bearing is North 47°24'40" East, a distance of 285.70 feet; thence Northeasterly, continuing along said East Right—of—Way line, along a curve to the left, having a radius of 1482.39 feet, a central angle of 16°19'45", and whose initial tangent bearing is North 38°24'31" East, a distance of 422.48 feet; thence South 85°00'35" East, continuing along said East Right—of—Way line, a distance of 50.51 feet, to a point on said East line of the Southwest Quarter; thence South 00°51'04" West, departing said East Right—of—Way line, along said East line of the Southwest Quarter, a distance of 1492.15 feet, to the POINT OF BEGINNING, containing 759,285.4616 square feet or 17.43 acres, more or less, except that part in roads.

ORDINANCE NO. _____ (CONT.)

SECTION II

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

SECTION III

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

SECTION IV

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

RESOLUTION NO. _____

RESOLUTION APPROVING A PRELIMINARY PLAT FOR LIBERTY PARKWAY
APARTMENTS, 2 LOTS ON 17.3 ACRES AT THE NE CORNER OF SOUTH LIBERTY
PARKWAY AND FLINTLOCK., A SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY,
MISSOURI

WHEREAS, a preliminary plat for Liberty Parkway Apartments, a subdivision of land in Liberty, Clay County, Missouri, has been duly and properly presented to the Planning and Zoning Commission on February 14, 2023 and City Council on February 27, 2023; and

WHEREAS, the City Council finds that the preliminary plat described duly conforms to the standards and requirements of section 30-28.10 of the Unified Development Ordinance:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the preliminary plat for Liberty Parkway Apartments, a subdivision of land in Liberty, Clay County, Missouri, is hereby approved and made apart hereof as though more fully set out herein;

BE IT FURTHER RESOLVED, that any and all development within the above-described preliminary plat shall be allowed only after a final plat which substantially conforms to this preliminary plat is approved and recorded, and shall comply with all other applicable standards and requirements as set forth in the City Code of the City of Liberty, Missouri.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 22-60PP

Staff: Katherine Sharp, Director of Planning and Development

Date: February 27, 2023

GENERAL INFORMATION

Application: **P&Z Case 22-60PP: Preliminary Plat application for Liberty Parkway Apartments at South Liberty Parkway and Flintlock**

Applicant: Curtis Petersen
Polsinelli PC
900 W. 48th Place, Ste. 900
Kansas City, MO 64112

Owner: George Filios
Liberty Investors 17 LLC
9640 W. Tropicana Ave., Ste. 900
Las Vegas, NV 89147

Location: 17.3 +/- acres north of South Liberty Parkway between Plummer Road and Flintlock Road.

Existing Land Use/Zoning: Undeveloped / PD, Expired Planned Development

Future Land Use Designation: High Density Residential

Proposed Zoning: PD "Planned Development" for Liberty Parkway Apartments. A 328-unit apartment complex and 16,000sq. ft. of commercial space on 17.3 +/- acres at South Liberty Parkway and Flintlock Rd.

Surrounding Land Uses/Zoning: **Northwest:** Religious Retreat Center/ R-P3 "One -Family Cluster District"
Northeast: Immaculata Manor /R-1A "Suburban Residential"
South: South Liberty Parkway
East: Undeveloped / PD "Planned Development"
West: Flintlock Road

File Date: November 4. 2022

PREVIOUS CASE

PZ Case 22-59R&PDP is running concurrently with this application.

PZ Case 22-41A: Future Land Use Map Amendment from Commercial to High Density Residential was approved by the City Council September 26, 2022

PZ Case 16-30A: Future Land Use Amendment for South Liberty Parkway Phase I was approved by the City Council in February 2017.

PZ Case 16-17FDP: Final Development Plan to allow the development of Liberty Parkway Heights, Phase I, a 204 unit multi-family development was approved by the City Council April 25, 2016

PZ Case 16-18FP: Final Plat of Liberty Parkway Heights was approved by the City Council April 25, 2016

PZ Case 16-11R&PDP: Rezone and Preliminary Development Plan was approved by City Council March 28, 2016

PZ Case 16-12PP: Preliminary Plat for 3 lots was approved by City Council March 28, 2016

*The 2016 approvals of the Planned Development zoning and Development Plans/Plat sunset after two years of inactivity.

PUBLIC INFRASTRUCTURE

The application meets all requirements for providing adequate public facilities as the site will have access to the City's sewer and water systems.

Streets

The proposed residential portion includes two entrances on Plummer Road, an access off of South Liberty Parkway, an entrance from Mercy St. on the north and a private drive will loop through the site. Plummer Road will be signalized and fully improved to city standards. Access on South Liberty Parkway will have a restricted turning movement, allowing for a right in/right out.

Sanitary Sewer

Sanitary service will be provided via an 8" public sewer main that runs to the site across South Liberty Parkway at the southwest corner.

Water

Water service will be provided via connections to an existing 16" water main on South Liberty Parkway and a 12" water main on Flintlock Road.

Stormwater

Stormwater will be collected by an on-site collection system directed to the storm water detention

areas located on the site, then released into the Liberty stormwater system at an acceptable rate. Final detailed stormwater analysis will be required at the final development plan phase.

STAFF ANALYSIS

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

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

The Comprehensive Plan was updated for this area in 2016 during an extensive discussion regarding South Liberty Parkway (SLP) Phase I. The applicant received approval to amend the Land Use Map in September 2022 to allow for High Density residential on the majority of site with commercial to the north.

Staff believes the proposed rezoning conforms to the current Future Land Use map.

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

Staff finds that the application substantially conforms to the requirements set forth in the Unified Development Ordinance.

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

This Preliminary Plat does conform to the city development standards and policies.

STAFF RECOMMENDATION

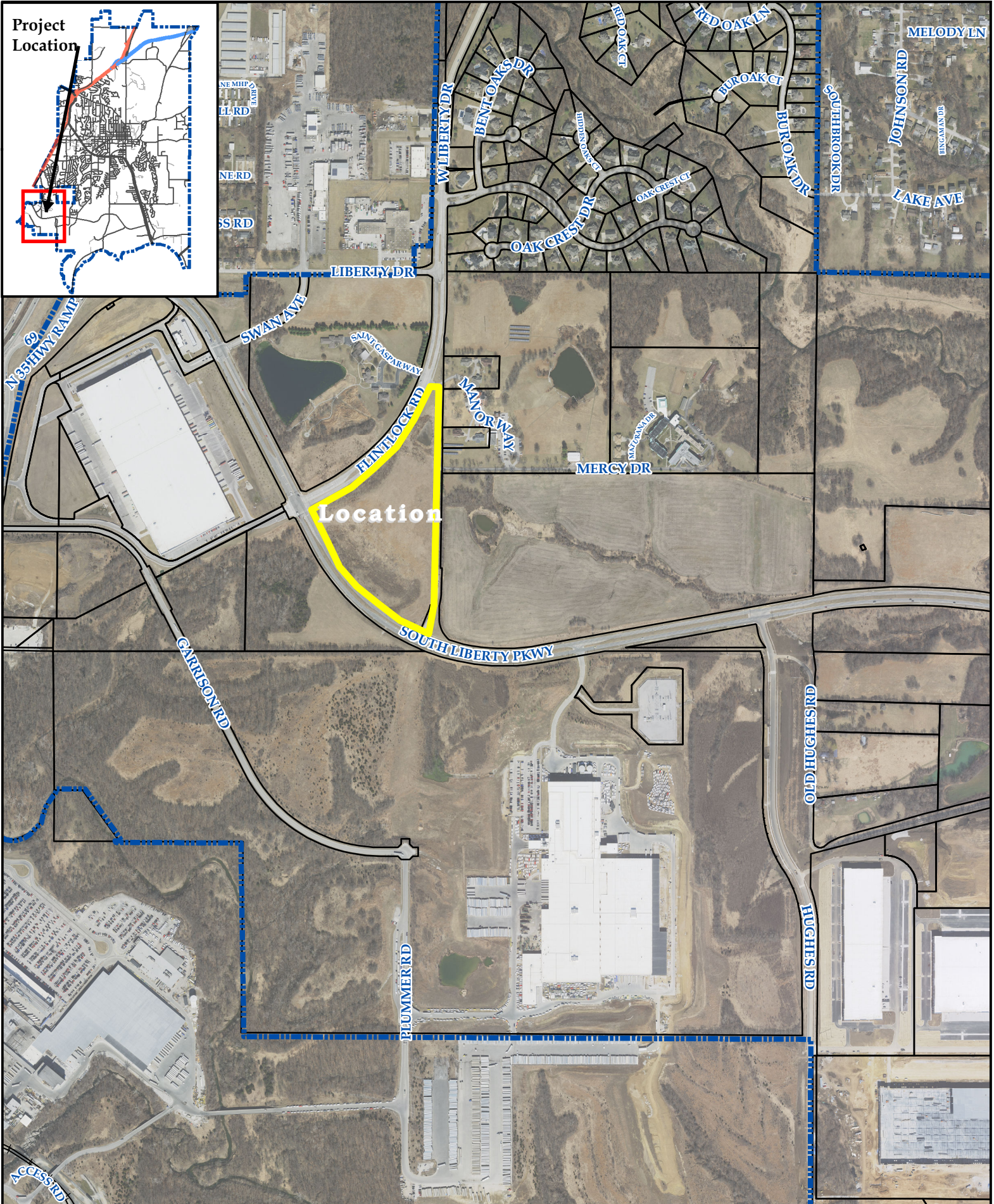
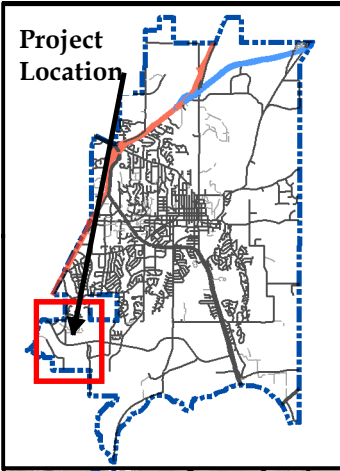
Staff finds that the application does conform to Section 30-28.10. - Preliminary plat, approval criteria. Therefore, staff recommends approval of P&Z Case 22-60PP.

PZ RECOMMENDATION

At its February 14, 2023 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 22-60PP as presented in the staff report.

ATTACHMENTS

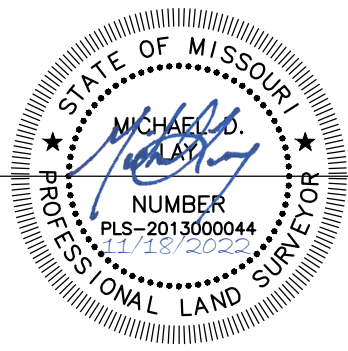
- Exhibit A: Vicinity Map
- Exhibit B: Proposed Preliminary Plat
- Exhibit C: Minutes Excerpt from Planning & Zoning Commission meeting
- Exhibit D: Resolution



C:\151301 Civil 3D\Production Drawings\ Preliminary Site Plans\151301000.dwg Layout: 1 Preliminary Plat Tuesday, November 15, 2022, 11:54am Copyright 2022, George Butler Associates, Inc. Architect 20212, Professional Engineer 000133, Professional Land Surveyor 000259

PREPARED FOR:
GFI DEVELOPMENT LLC
140 BROADWAY, 41ST FLOOR
NEW YORK, NY 10005
CONTACT: ANDREW FAULDS
PHONE: 917-359-4179
EMAIL: AFAULDS@GFCAP.COM

PREPARED BY:
GEORGE BUTLER ASSOCIATES, INC.
9801 RENNER BOULEVARD
LENEXA, KANSAS 66219-9745
CONTACT: JAY HEALY, PE
PHONE: 913-492-0400
EMAIL: JHEALY@GBATEAM.COM

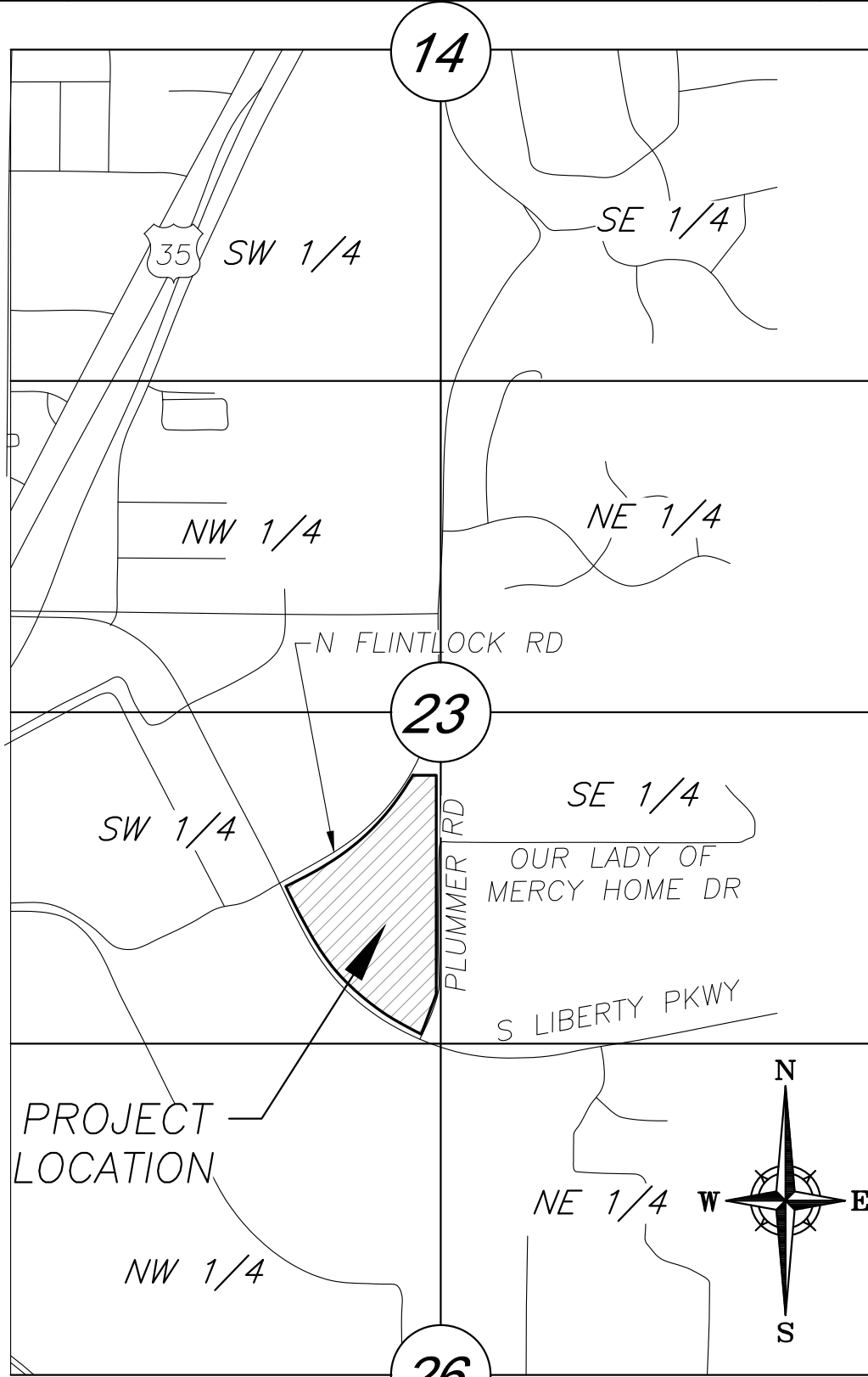


GBA
9801 Renner Blvd., Ste. 300
Lenexa, KS 66219
913.492.0400
gbateam.com

DATE:	11-4-22
DESIGN BY:	JRH
DRAWN BY:	JWM/NK
PROJECT NO.:	15330
SHEET NO.	TOTAL SHEETS
1	1

Preliminary Development Plan
Liberty Parkway Apartments
Liberty, Missouri

NO.	DATE	REVISIONS	BY	APPROVED



VICINITY MAP
Section 23-Township 51-Range 32
City of Liberty
Clay County, Missouri
Scale: 1"=1000'

LEGAL DESCRIPTION

All that part of the East One Half of the Southwest Quarter of Section 23, Township 51, Range 32, in the City of Liberty, Clay County, Missouri, as prepared by Michael Lay, PLS No. 2013000044, on November 11th, 2022, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southwest Quarter; thence North 00°51'04" East, along the East line of said Southwest Quarter, a distance of 316.39 feet, to the POINT OF BEGINNING, said point also being on the North Right-of-Way line of South Liberty Parkway, as now established per Right-of-Way No. 2 in Tract 4 of Condemnation recorded in Book 4667 at Page 287; thence North 89°08'59" West, departing said East line, along said North Right-of-Way line, a distance of 30.00 feet, to a point on a non-tangent curve; thence Southwesterly, continuing along said North Right-of-Way line, along a curve to the right, having a radius of 447.46 feet, a central angle of 08°40'35", and whose initial tangent bearing is South 14°46'52" West, a distance of 67.76 feet; thence South 23°27'22" West, continuing along said North Right-of-Way line, a distance of 109.45 feet; thence South 63°25'37" West, continuing along said North Right-of-Way line, a distance of 11.88 feet, to a point on a non-tangent curve; thence Northwesterly, continuing along said North Right-of-Way line, along a curve to the right, having a radius of 1375.39 feet, a central angle of 37°54'10", and whose initial tangent bearing is North 64°58'34" West, a distance of 909.86 feet; thence North 27°04'24" West, continuing along said North Right-of-Way line, a distance of 202.55 feet; thence North 03°52'19" West, along the transition from said North Right-of-Way line to the East Right-of-Way line of North Flintlock Road, as now established per said Condemnation, a distance of 31.55 feet; thence North 62°55'36" East, along said East Right-of-Way line, a distance of 135.86 feet, to a point of curvature; thence Northeasterly, continuing along said East Right-of-Way line, along a curve to the left, having a radius of 1492.39 feet, a central angle of 13°31'10", a distance of 352.14 feet, to a point on a non-tangent curve; thence Northeasterly, continuing along said East Right-of-Way line, along a curve to the left, having a radius of 1482.39 feet, a central angle of 16°19'45", and whose initial tangent bearing is North 38°24'31" East, a distance of 422.48 feet; thence South 85°00'35" East, continuing along said East Right-of-Way line, a distance of 50.51 feet, to a point on said East line of the Southwest Quarter; thence South 00°51'04" West, departing said East Right-of-Way line, along said East line of the Southwest Quarter, a distance of 1492.15 feet, to the POINT OF BEGINNING, containing 759,285.4616 square feet or 17.43 acres, more or less, except that part in roads.

UTILITY CONTACTS

BEFORE EXCAVATING CALL:
1 (800) DIG-RITE (344-7483)

SEWER
CITY WATER AND SEWER
CITY OF LIBERTY CITY HALL
(816) 792-6000
CITY OF LIBERTY OMI
ATTN: GARY TURLEY
(816) 792-6075

WATER
CLAY COUNTY PUBLIC RURAL WATER
DISTRICT NO. 5
(816) 532-0775 (OFFICE)
ATTN: CHUCK MCREYNOLDS
24 HOUR EMERGENCY
(816) 863-8805

GAS
MISSOURI GAS ENERGY
(816) 756-5252
GAS LEAK EMERGENCY
(800) 582-0000

PETROLEUM
"BUCKEYE PARTNERS, L.P."
PIPELINE (610) 904-4000
EMERGENCY (800) 331-4115

ELECTRICITY
KANSAS CITY POWER AND LIGHT
(913) 894-3000

TELEPHONE AT&T DISTRIBUTION

LEGEND

W	Proposed Water Line	E.P.	Power Pole	900	Existing Contour Major
□	Proposed Fence Line	←	Guy Anchor	902	Existing Contour Minor
SAN	Proposed Sanitary Sewer	⊕	Electrical Manhole		Property Line
STM	Existing Storm Sewer	⊕	Electric Pedestal		Sign
SSMH	Existing Sanitary Sewer	●	Gate Post	⊕	Telephone Manhole
	Existing Fence Line	⊕	Bollard/Guard Post	⊕	Telephone Pedestal
G	Existing Gas Line	⊕	Gas Meter	⊕	Telephone Pole
---OHE---OHE---OHE---	Existing Overhead Electric	⊕	Gas Valve	⊕	Tree Coniferous
---UGE---UGE---	Existing Underground Electric	⊕	Gas Regulator	⊕	Tree Deciduous
		⊕	Area Inlet	⊕	Fire Hydrant
		⊕	Junction Box	⊕	Water Meter
		⊕	Sanitary Sewer Manhole		
		⊕	Light Pole		
		⊕	Yard Light		

Floodplain

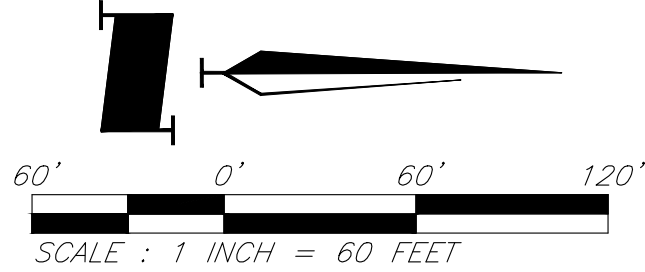
THE SITE IS NOT LOCATED WITHIN ANY SPECIAL FLOOD HAZARD AREAS (SFHA) PER FEMA FIRM MAP 29047C0229E; EFFECTIVE DATE OF AUGUST 3, 2015. NO LETTERS OF MAP AMENDMENT OR REVISIONS ARE BEING PROPOSED.

Disturbed Area
17 +/- AC

APPROVED BY:

Area Summary Table

Lot 1	15.05 AC (655,537.50 SF)
Lot 2	1.92 AC (83,447.31 SF)
Mercy St R/W	0.44 AC (19,141.65 SF)
Liberty Pkwy R/W	0.03 AC (1,161.27 SF)
Total	17.43 AC (759,285.46 SF)



CITY OF LIBERTY OFFICIAL

DATE:

Preliminary Plat

A. **P&Z Case 22-60PP:** Preliminary Plat for Liberty Parkway Apartments, 2 lots on 17.3 acres.

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

Chairman Rosekrans asked the commissioners if they had any questions.

Commissioner Summers asked if Lot 2 was to the North of the apartment project.

Mr. Peterman pointed out the lot locations on the map (on the northern portion of the property)

Chairman Rosekrans asked the applicant if they wish to speak.

John Davis, Foresight Realty, owner, stated he was available for questions.

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

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

Vote: Motion passed 8-0-0

Yes: Dilts, Evans, Holt, Howard, Personett, Reinier, Rosekrans, Summers

No: None

Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, February 27, 2023.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR LIBERTY PARKWAY
APARTMENTS, 2 LOTS ON 17.3 ACRES AT THE NE CORNER OF SOUTH LIBERTY
PARKWAY AND FLINTLOCK., A SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY,
MISSOURI

WHEREAS, a preliminary plat for Liberty Parkway Apartments, a subdivision of land in
Liberty, Clay County, Missouri, has been duly and properly presented to the Planning and
Zoning Commission on February 14, 2023 and City Council on February 27, 2023; and

WHEREAS, the City Council finds that the preliminary plat described duly conforms to
the standards and requirements of section 30-28.10 of the Unified Development Ordinance:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty,
Missouri, that the preliminary plat for Liberty Parkway Apartments, a subdivision of land in
Liberty, Clay County, Missouri, is hereby approved and made apart hereof as though more fully
set out herein;

BE IT FURTHER RESOLVED, that any and all development within the above-described
preliminary plat shall be allowed only after a final plat which substantially conforms to this
preliminary plat is approved and recorded, and shall comply with all other applicable standards
and requirements as set forth in the City Code of the City of Liberty, Missouri.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 13, 2023

A/R No.: 2023-378

Department: Planning & Development

Submitted By: Katherine Sharp, Director
Planning & Development

Subject: ORDINANCE AMENDING ORDINANCE NO. 11489, 'PROVIDING FOR THE ANNEXATION OF UNINCORPORATED TERRITORY DESCRIBED AS THE TIERNEY ANNEXATION AREA AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF LIBERTY, ALL PURSUANT TO SECTION 71.012 OF THE REVISED STATUTES OF MISSOURI' BY INCORPORATING THE LEGAL DESCRIPTION

Summary:

- The request for voluntary annexation of the Tierney Trust property located East of Interstate 35, North of 69 Highway, South of 116th Street was heard by the City Council at a public hearing on October 25, 2021.
- The request met all statutory requirements set forth by the State of Missouri.
- At the November 8, 2021 meeting, the City Council approved Ordinance No. 11489 allowing the voluntary annexation of 131 acres into the City of Liberty.
- Since that time, the City Attorney has recommended that staff amend the ordinance to include the legal description in the ordinance, as opposed to including the legal description as an exhibit.
- As this is a clerical action, no public hearing is required.

Background:

On October 25, 2021, City Council held a public hearing for the voluntary annexation of 131 acres in the northern portion of the city.

On November 8, 2021, City Council approved Ordinance No. 11489.

Previous Action (if applicable):

The City Council held a public hearing for the voluntary annexation of 131 acres (Tierney property) in the northern portion of the city on October 25, 2021.

The City Council approved Ordinance No. 11489 on November 8, 2021.

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ordinance Tierney Annexation (amended 2023)
2. Approved Ord No 11489
3. Tierney Annexation Exhibit Map

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 11489, 'PROVIDING FOR THE
ANNEXATION OF UNINCORPORATED TERRITORY
DESCRIBED AS THE TIERNEY ANNEXATION AREA AND THE EXTENSION OF THE
CORPORATE LIMITS OF THE CITY OF LIBERTY,
ALL PURSUANT TO SECTION 71.012
OF THE REVISED STATUTES OF MISSOURI'
BY INCORPORATING THE LEGAL DESCRIPTION

WHEREAS, upon all requirements having been met, Ordinance No. 11489 was approved by the Mayor and City Council on November 8, 2021 and is recorded at the Recorder of Deeds, Clay County, Missouri in Book No. 9286, page 78; and

WHEREAS, it is in the best interest of the City of Liberty, Missouri, and its citizens to incorporate the legal description of the annexed property into the record;

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

SECTION I

All requirements having been met the City hereby annexes the property described as: A tract of land containing 131.869 acres of land lying in the Southeast and Southwest quarters of Section 20, Township 52 North, Range 31 West, all lying East of Interstate 35, Clay County Missouri, being lands held in title by the James P. Tierney Revocable Trust and further described as follows: Commencing at a 5/8ths inch bar monumenting the section corner common to Sections 20, 21, 28 & 29; Thence South 89° 38' 35" West, along the section line, 850.74 feet, more or less, to the common line between said Tierney lands and lands of the Stroud Family Trust and the POINT OF BEGINNING of the tract herein described; Thence continuing along said line 1786.17 feet to the quarter section corner common between Sections 20 & 29 as is currently monumented by a 3" pipe with a threaded and stamped cap; Thence South 89°39' 03" West 906.04 feet to the East right of way line of I-35; Thence North 12° 51' 26" East 155.50 feet along said right of way; Thence North 22° 47' 00" East 2000.00 feet along said right of way; Thence North 17° 05' 40" East 252.19 feet; Thence North 22° 47' 00" East 450.64 feet to the East-West centerline of Section 20; Thence North 89° 37' 03" East, along said centerline, 1638.58 feet to the East line of the Tierney lands common with lands of the Stroud Family Trust; Thence South 00° 05' 21" West 2646.37 feet along said common property line to the section line between Sections 20 & 29 and the Point of Beginning, into the boundaries of the City of Liberty.

SECTION II

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

ORDINANCE NO. _____ (CONT.)
PASSED by City Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____ 2023.

MAYOR

Recorded in Clay County, Missouri



Recording Date/Time: 01/20/2022 at 03:39:10 PM

Instr #: 2022002390

Book: 9286 Page: 78

Type: ORD

Pages: 6

Fee: \$36.00 E 20220002135



Katee Porter
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE CLAY COUNTY, MISSOURI

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMO 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Katee Porter
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF YOUR DOCUMENT-DO NOT REMOVE THIS PAGE

Document No. 9303

ORDINANCE NO. 11489

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF UNINCORPORATED TERRITORY DESCRIBED AS THE TIERNEY ANNEXATION AREA AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF LIBERTY, ALL PURSUANT TO SECTION 71.012 OF THE REVISED STATUTES OF MISSOURI

WHEREAS, the City Council of the City of Liberty, Missouri (the "City") has been presented on September 20, 2021 with a verified petition signed by the owners of all fee interest of record in all tracts of real property located within the area described in the petition; and

WHEREAS, the area is proposed to be annexed into the City of Liberty, Missouri; and

WHEREAS, a copy of the Petition is attached, marked Exhibit A, and by specific reference incorporated herein as if fully set out; and

WHEREAS, the property described on Exhibit A is contiguous to the existing corporate limits of the City of Liberty, Missouri; and

WHEREAS, it is in the best interest of the City of Liberty, Missouri, and its citizens to determine the propriety, necessity, and reasonableness of the proposed annexation; and

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

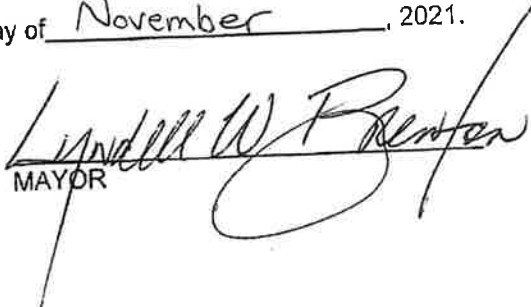
SECTION I

In accordance with § 71.012, RSMo 2016, a public hearing shall be held concerning the proposed annexation on the 25th day of October, 2021, at 7 p.m. in the City Hall of the City of Liberty, Missouri.

SECTION II

City staff has posted notice of the hearing at least seven days before the hearing date in a newspaper of general circulation in Clay County, Missouri, that is qualified to publish such legal notices.

PASSED by City Council this 8 day of November, 2021.


MAYOR

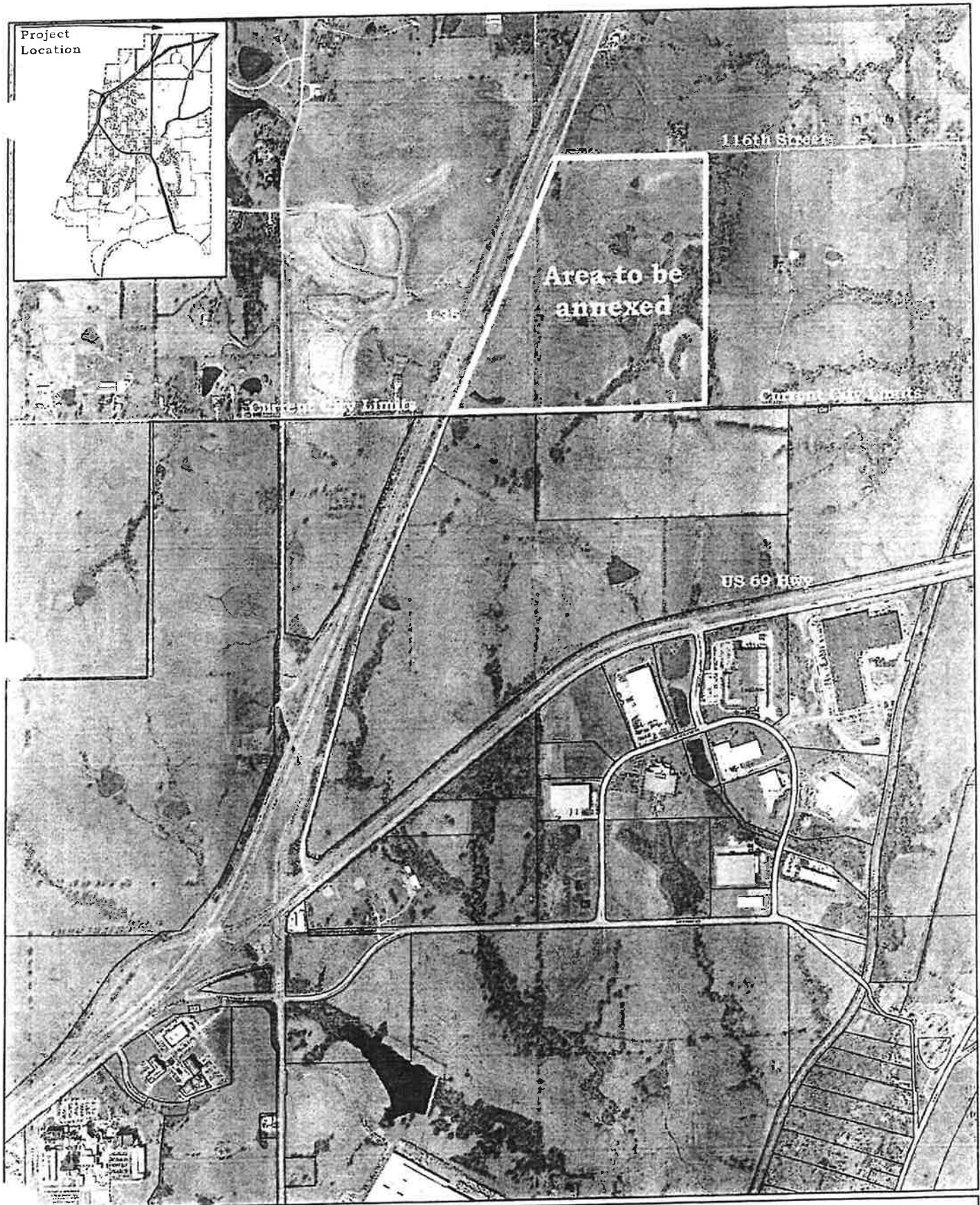
ATTEST:


DEPUTY CITY CLERK

ORDINANCE NO. 11489 (CONT.)

APPROVED by the Mayor this 8 day of November 2021.

Lyndell W. Benton
MAYOR



City of
Liberty
Texas

**Annexation
North Liberty Logistics Park**

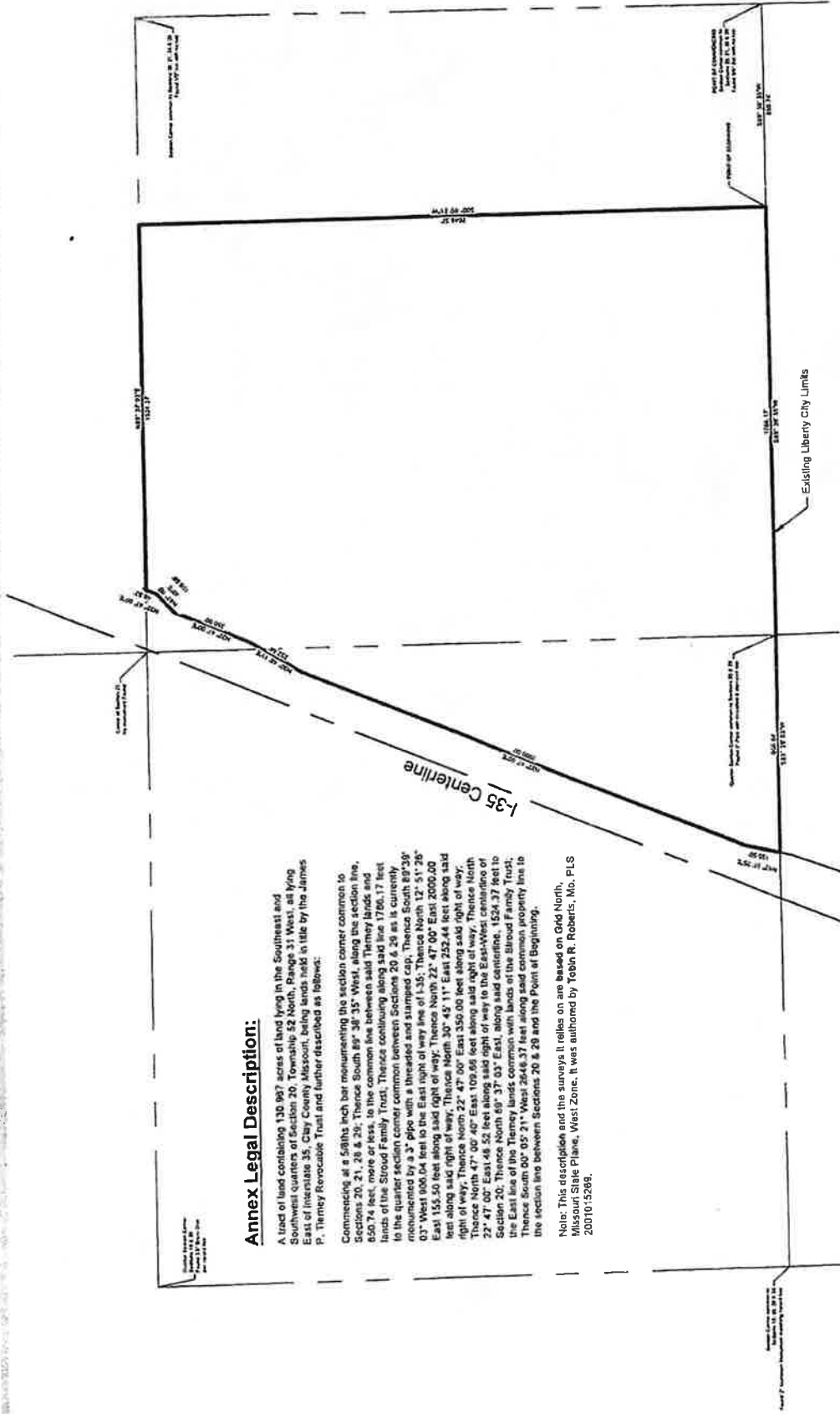
**Exhibit A:
Vicinity Map**

Annex Legal Description:

A tract of land containing 130.997 acres of land lying in the Southeast and Southwest quarters of Section 20, Township 52 North, Range 31 West, as King East of Interstate 35, Clay County Missouri, being lands held in title by the James P. Tierney Revocable Trust and further described as follows:

Commencing at a 3/4 inch bar monumenting the section corner common to Sections 20, 21, 28 & 29, Thence South 89° 38' 35" West, along the section line, 850.74 feet, more or less, to the common line between said Tierney lands and lands of the Strodt Family Trust, Thence continuing along said line 1786.17 feet to the quarter section corner common between Sections 20 & 29 as is currently monumented by a 3" pipe with a threaded and stumped cap, Thence South 89° 39' 03" West 908.04 feet to the East right of way line of I-35; Thence North 12° 51' 26" East 155.50 feet along said right of way, Thence North 22° 47' 00" East 2000.00 feet along said right of way, Thence North 30° 45' 11" East 252.44 feet along said right of way, Thence North 22° 47' 00" East 350.00 feet along said right of way, Thence North 47° 00' 40" East 109.66 feet along said right of way, Thence North 22° 47' 00" East 48.52 feet along said right of way to the East-West centerline of Section 20, Thence North 69° 37' 03" East, along said centerline, 1524.37 feet to the East line of the Tierney lands common with lands of the Broad Family Trust; Thence South 00° 05' 21" West 2646.37 feet along said common property line to the section line between Sections 20 & 29 and the Point of Beginning.

Note: This description and the surveys it relies on are based on Old North, Missouri State Plane, West Zone. It was authored by Todd R. Roberts, Mo. PLS 2001013289.



September 20 2021

The Honorable Lyndell Brenton
Members of the City Council of Liberty, Missouri
101 E. Kansas Street
Liberty, MO 64068

Ladies and Gentlemen:

On behalf of the owner of a parcel of land located generally north of US 69 Highway and east of I-35 (the "Property"), I am formally requesting the City of Liberty, Missouri consider annexation of the Property into the city limits. This is a voluntary annexation as requested by the owner. We would appreciate your consideration of such a request as timely as possible. The legal description and exhibit illustrating the Parcel to be annexed are both attached to this request.

Any specific questions regarding this request that need to be directed to the owner of the Property may be directed to my representative, Alexia Norris with Polsinelli PC (816-218-1231 or anorris@polsinelli.com). Specific questions regarding the annexation, the legal description and other supporting information should be directed to Chris Chancellor with NorthPoint Development (cchancellor@northpointkc.com).

Sincerely,


Ann Tierney Prochnow
Co-Trustee of the James P. Tierney Trust
u/t/a dated February 23, 1973, as amended

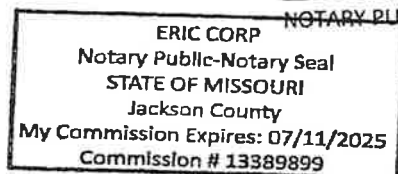
STATE OF Missouri)
) ss.
COUNTY OF Jackson)

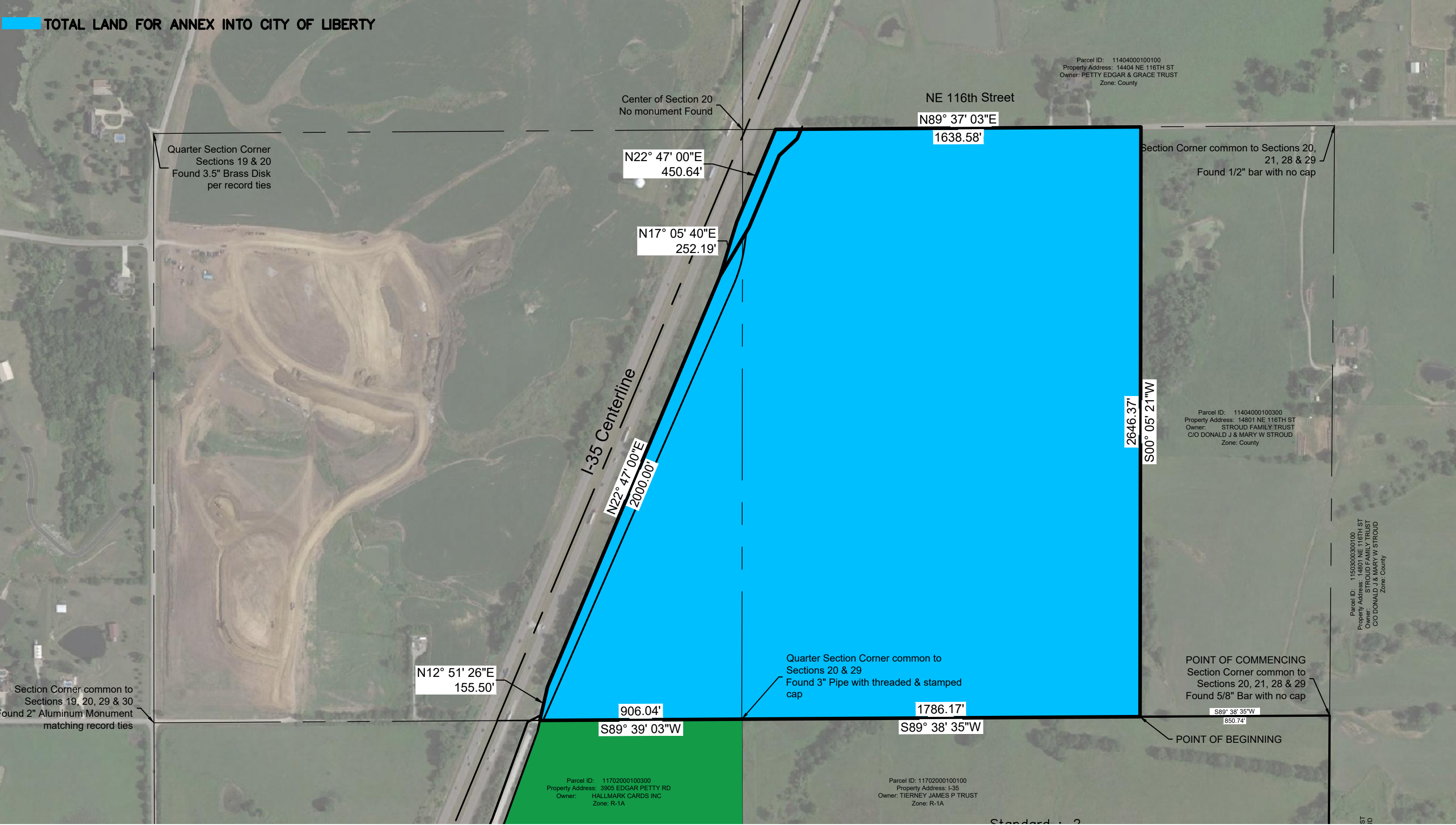
On this 20 day of September, 2021, before me, a Notary Public in and for said County and State, personally appeared Ann Tierney Prochnow, Co-Trustee of the James P. Tierney Trust u/t/a dated February 23, 1973, as amended, to me personally known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that she executed the foregoing instrument as her free act and deed for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Notary Stamp or Seal:

79809057.4





S:\01 PROJECTS\INDUSTRIAL\3360 NORTH LIBERTY LOGISTICS PARK (LIBERTY, MO)\07 SURVEYS\04 CAD\ANNEX 3 EXHIBIT.DWG



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 13, 2023

A/R No.: 2023-420

Department: Planning & Development

Submitted By: Jeanine Thill, Community
Development Manager

Subject: ORDINANCE APPROVING A CONTRACT WITH GUILD COMPANIES, LLC
FOR PROFESSIONAL SERVICES RELATING TO THE LOGO DEVELOPMENT AND
BRANDING OF LIBERTY ARTS COMMISSION FOR AN AMOUNT NOT TO EXCEED
\$8,000.00

Summary:

Ordinance approving a contact with Guild Companies, LLC for logo development and
brand collateral designs for the Liberty Arts Commission, an amount not to exceed
\$8,000.

Background:

With funds from the Transient Guest Tax, the Liberty Arts Commission will work with
Guild Companies, LLC to develop a new logo and brand collateral designs for the Arts
Commission. The current logo reflects the City Hall atrium windows, which will soon be
removed. The Commission desires a relevant and updated logo and guidance on
branding. Included in the deliverables are user-friendly file formats to be used in
marketing efforts.

Previous Action (if applicable):

None

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: Liberty Arts Commission	Completed/Recommended: February 9, 2023

Financial Considerations:

Budgeted:	Line Item:67.20.061.08.5389	Amount: \$8,000
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non- Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. _City of Liberty Marketing Services Agreement 2023 Agreement_.docx (1)

2. Ordinance Contract Guild Content 2023

Marketing Content Services Agreement

THIS MARKETING CONTENT SERVICES AGREEMENT (the “Agreement”) is made and entered into as of February 13, 2023 (the “Effective Date”), between **Guild Companies, LLC**, a Missouri limited liability company with an office at 4 East Franklin Street – Liberty, MO 64068 (“Guild”), and the following client (the “Client”):

Name:	City of Liberty
Contact Person:	Lyndell Brenton
Address:	101 E Kansas St Liberty, MO 64068
Contact Information:	(816) 439 - 4537 jthill@libertymo.gov

WHEREAS, Client desires to engage Guild as an independent contractor to provide content marketing services, and Guild desires to provide said content marketing services for Client, subject to the terms of this Agreement.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. **Services.** Client engages Guild to provide the Content development and preparation services described on Exhibit A attached hereto and incorporated herein by reference (the “Services”), and Guild accepts such engagement, and shall provide the Services, on the terms and conditions set forth in this Agreement. Guild reserves the right to perform the Services through subcontractors from time to time, in its sole discretion, to ensure quality and on-time completion of the Services. Guild will make reasonable efforts to meet agreed upon due dates; provided, however, Client’s failure to submit required information or materials or respond timely to submitted work may cause delays in the provision of Content.
2. **Content.**
 - (a) For purposes of this Agreement, “Content” means writings and strategic direction for campaign development, videography, photography, blogs, paid digital advertising, outdoor signage design, organic social media, and measurement and reporting of content.
 - (b) Client represents and warrants to Guild that Client owns or has license to use, as part of the Content in the manner contemplated by this Agreement, all copyrights, trademarks, trade dress, service marks, brand names or other intellectual or artistic property associated with, or incorporated into, the Content.
 - (c) Client shall have creative and editorial approval regarding all Content before it is published, posted or otherwise distributed. Client shall approve or reject all Content submissions made by Guild within three (3) business days after Guild’s submission; Client’s failure to approve or reject, or ask for more time in writing, within such time frame shall constitute Client’s acceptance of such submission.

- (d) Upon Guild's receipt of full payment from Client as provided in Paragraph 4 below, Guild will grant to Client all rights of ownership to the finished and unused Content, as work product, including but not limited to all rights in (i) creative advertising copy not utilized by Client, (ii) ideas and suggestions for content, campaigns and contests, (iii) keywords and (iv) other items used to stimulate interest in Client's business or the Content. Provided, however, that until payment in full is received from Client as provided in Paragraph 4 below, all finished and unused Content shall remain the property and Confidential Information of Guild.
3. **Access.** Client shall provide Guild with (a) access to Client's digital platforms, and other necessary online accounts; and (b) personnel and materials relating to Client's business (including, without limitation, pictures, catalogs, articles, campaigns and graphics), to the extent reasonably required to enable Guild to perform its obligations under this Agreement.
4. **Compensation.**
- (a) **Payment Amount:** Client shall compensate Guild for the Services by paying to Guild an amount equal to \$4,000 per month from March 15, 2023 through April 31, 2023, a total of \$8,000, for the scope of work as outlined on Exhibit A. Guild will provide Client with invoices in these amounts, but Client's payment obligation shall not be dependent on Client's receipt of such invoice.
- (b) **Due Date:** All payments shall be paid within thirty (30) days. Any failure of Client to make a payment within thirty (30) days shall result in a finance charge of one and one-half percent (1.5%) per month on the unpaid balance, plus any fees incurred by Guild to collect said amount(s) due, including reasonable attorney's fees and court costs.
- (c) **Credit Card Payments:** All payments made by credit card shall be subject to a three percent (3%) convenience fee.
5. **Term and Termination.** This Agreement will commence on the Effective Date and will continue through April 31, 2023. Either party may terminate this Agreement prior to the expiration of the Term set forth herein, in the event (1) the other party materially breaches any provision of this Agreement and (2) the breaching party fails to cure said breach within ten (10) days of its receipt of written notice thereof from the non-breaching party.
6. **Limitation of Liability.** GUILD WILL NOT BE LIABLE TO THE CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, UNREALIZED EXPECTATIONS OR LOSS OF GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. **Indemnification.** Client shall indemnify, defend and hold harmless Guild from and against all claims, damages, liabilities, complaints, promises (express or implied), losses, lost profits and related expenses (including, without limitation, attorneys' fees, court costs and investigative costs) ("Losses") arising from or relating to any breach by Client of its

obligations under this Agreement or any violation of copyright, trademark, trade dress, service mark, brand names or other rights to intellectual or artistic property associated with the Content.

8. Confidentiality.

- (a) Client and Guild will, during the Term and for so long thereafter as the information remains confidential, take all reasonable steps to safeguard the confidentiality of, and proprietary rights to, the confidential information of the other Party (“Confidential Information”) that is disclosed to either Party under this Agreement or during the term of this Agreement (including, without limitation, (i) creative advertising copy, (ii) ideas and suggestions for content, campaigns and contests, (iii) keywords and (iv) other items used to stimulate interest in Client’s business or the Content, all to the extent not submitted to or paid for by Client, as well as any information regarding Client’s business model, client lists, marketing strategies, and pricing, and as to both Parties, also including the terms of this Agreement).
- (b) Confidential Information does not include (i) information that was publicly known when disclosed to the receiving Party, (ii) information that receiving Party lawfully received from a third party not bound in a confidential relationship with the disclosing Party, (iii) information that receiving Party already knew before disclosed by the disclosing Party, or (iv) information that receiving Party independently develops or creates without the use of the Confidential Information.
- (c) Without disclosing Party’s prior written consent, receiving Party may not (i) use the Confidential Information for its own benefit or the benefit of any third party except for purposes expressly provided for in this Agreement, or (ii) disclose the Confidential Information to any third party. If either Party is required by law or court order to disclose any Confidential Information, receiving Party must, to the extent legally permissible, provide prompt notice to disclosing Party so that disclosing Party may seek a protective order or other appropriate remedy or waive compliance with this Section. If disclosing Party waives compliance or such protective measures are obtained, receiving Party will disclose only that portion of the Confidential Information that receiving Party must legally disclose as advised by legal counsel.

9. Other Provisions.

- (a) Independent Contractor. The Parties acknowledge their mutual understanding that the relationship created under this Agreement is one of independent contractor and that nothing contained in this Agreement is intended to be construed by either the Parties or any third person to create the relationship of partners, principal and agent, employer and employee, franchisor and franchisee or any association other than contracting parties. Except as expressly provided in this Agreement, Client has no right to control Guild as to the specific means or manner in which Guild discharges its duties under this Agreement. Guild has no power and is not authorized to bind or obligate Client in any manner whatsoever. Nothing in this Agreement prevents Guild from performing services for any other entity or engaging in other endeavors to the extent they do not interfere with the

Services that Guild has agreed to perform for Client. Client will not withhold any portion of the Guild's compensation for federal or state income tax purposes and will not pay any taxes based on the Federal Insurance Contributions Act or the Federal Unemployment Tax Act with respect to amounts paid to Guild or any state or local equivalents. Guild will not receive W-2 forms from Client but will receive IRS form 1099 reporting all compensation that Client pays to Guild under this Agreement.

- (b) Entire Agreement; Binding Effect; Assignment; Severability; Amendment. This Agreement (including Exhibit A) constitutes the full and entire understanding and agreement between the Parties concerning the subject matter set forth in this Agreement, and will not be varied by any alleged or actual oral statements or parole evidence whatsoever. The provisions of this Agreement bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights under this Agreement to a third party without the other Party's prior written consent. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law. If a court of competent jurisdiction holds any provision to be prohibited by or invalid under applicable law, the provision will be ineffective only to the extent of the prohibition or invalidity, without affecting the rest of this Agreement. But the Parties do not intend this severability if it would materially change the economic benefits of this Agreement to any Party. This Agreement may not be amended without the prior written consent of all Parties.
- (c) Descriptive Headings; Interpretation; Counterparts. The descriptive headings of this Agreement exist for convenience only and do not constitute a substantive part of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, the Parties intend that (i) this Agreement be construed as if they had jointly drafted it, and (ii) no presumption or burden of proof arise favoring or disfavoring any Party by virtue of its role in drafting any provision of this Agreement. The Parties may execute this Agreement in counterpart or duplicate copy and by facsimile signature, and any signed counterpart, duplicate or facsimile copy is equivalent to a signed original for all purposes.
- (d) Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement will be governed by and construed exclusively under the law of Missouri, without giving effect to any choice of law or conflict of law rules or provisions (whether of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Missouri.
- (e) Litigation Costs. In the event either party shall institute suit against the other due to non-performance, mis-performance, breach or default under this Agreement, then the party who are which substantially prevails in such suit shall be entitled to recover from the other party such substantially prevailing party's reasonable attorney's fees, court costs, and investigative expenses.
- (f) Notices. All communications to be given or delivered under or by reason of this Agreement must be in writing and will be deemed to have been given when (i) delivered personally to the recipient, (ii) sent to the recipient by reputable overnight courier service

(charges prepaid), or (iii) mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. All communications will be sent to the Parties at the addresses indicated in the Agreement or to the other address or to the attention of the other person that the receiving Party specifies by prior written notice to the sending Party.

- (g) Waivers; Delays or Omissions. Except as expressly provided in this Agreement, (i) no delay or omission to exercise any right, power or remedy accruing to any Party upon any breach or default of any other Party (A) will impair the non-defaulting Party's rights, powers or remedies, or (B) constitute a waiver of, or acquiescence in, the breach or default or any subsequent similar breach or default, and no waiver of any breach or default will constitute a waiver of any previous or subsequent similar breach or default; (ii) any Party's waiver, permit, consent or approval concerning any breach, default, provision or condition of or under this Agreement must be in writing and will be effective only to the extent specifically set forth in the writing; and (iii) all remedies, whether under this Agreement, applicable law or otherwise, will be cumulative and not alternative.
- (h) Force Majeure. A party shall not be considered in breach of or in default under this Agreement and shall not be liable to the other party for any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, pandemic, or similar event beyond that party's reasonable control.
- (i) Survival. These Terms and Conditions shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the undersigned, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

GUILD:

Guild Companies, LLC

By: _____

Name: _____

Title: _____

CLIENT:

City of Liberty

By: _____

Name: _____

Title: _____

Exhibit A
Description of Services

During the term of this Agreement, Guild will make reasonable efforts to provide Client with the following Content and marketing services:

1. Brand Identity Framework

- a. One (1) Total Brand Identity:
 - i. Logo Development
 - 1. Three (3) Concepts.
 - 2. Final Logo.
 - a. Primary Logo.
 - b. Icon.
 - 3. Color Palette
 - a. Three (3) Colors.
 - 4. Type
 - a. Primary.
 - b. Secondary.
 - c. Tertiary.
 - 5. Iconography
 - a. Up to five (5) icons.
 - 6. One (1) Page Style Guide
 - 7. Up to two (2) rounds of revisions among all Brand Identity components listed above.

2. Brand Collateral

- a. Three (3) brand collateral designs:
 - i. Guild to lead, direct, and organize collateral development including:
 - 1. Up to two (2) rounds of revisions among all Brand Collateral components listed above.

3. Additional Fees or Expenses:

- a. \$175 per hour for additional video projects
 - i. Client approval in advance
- b. \$175 per hour for additional graphic design
 - i. Client approval in advance
- c. \$175 per hour for additional copywriting
 - i. Client approval in advance
- d. \$175 per hour for additional creative team member involvement
 - i. Client approval in advance
- e. \$250 per hour for additional executive involvement
 - i. Client approval in advance

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH GUILD COMPANIES, LLC FOR
PROFESSIONAL SERVICES RELATING TO THE LOGO DEVELOPMENT AND
BRANDING OF LIBERTY ARTS COMMISSION IN AN
AMOUNT NOT TO EXCEED \$8,000.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an ordinance approving a contract by and between the City of Liberty, Clay County, Missouri and Guild Companies, LLC for administration and implementation of a marketing plan and photography / videography services for the Liberty Arts Commission in an amount not to exceed EIGHT THOUSAND AND NO/100 (\$8,000.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by 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: March 13, 2023

A/R No.: 2023-429

Department: Administration

Submitted By: Janet Pittman

Subject: ANIMAL CONTROL SERVICES

- 1. AN ORDINANCE AMENDING CHAPTER 4, "ANIMALS" OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI**
- 2. AN ORDINANCE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI, UPDATING AND ADDING FEES FOR THE ANIMAL SHELTER TO THE CITY'S SCHEDULE OF FEES**

Summary:

- Update of Chapter 4, Animals, of the City Code in order to clarify the powers of the Municipal Judge in deeming animals as aggressive/dangerous, and removing the role of an administrative hearing examiner.
- Updating language/terms to be consistent with those at the State level, as they pertain to citation charge codes.
- Addition of an animal to animal bite scale in addition to the animal to human (Dunbar) scale.
- Clarifying language regarding various fees and penalties assessed for repeat offenders.
- Provision that dogs and cats that are not vaccinated for rabies, and are impounded for a second time, will be vaccinated prior to release.
- Updated Fee Schedule for all Animal Control services.

Background:

Code Amendment - Animals

Chapter 4, Animals, of the City Code was updated in 2018 to incorporate language for deeming a dog dangerous in anticipation of the repeal of the Bit Pull ban. Since adoption of that amendment, there has been some confusion on the role of the Hearing Examiner versus the powers of the Municipal Judge, due to language contained within the chapter. The role of the Hearing Examiner is being removed (it has not been needed/utilized since implementation), and clarifying the powers of the Municipal Judge to deem an animal dangerous/aggressive. There is also the addition of a new animal to animal bite scale to assist the Municipal Judge in his determination. There are no changes to the criteria, conditions of release or fees for registering/licensing a dangerous/aggressive dog, if euthanization is not ordered by the Municipal Judge.

Animal Control Officers, like Police Officers, are required to list the section of the Municipal Code that is being violated as well as the State of Missouri charge code that corresponds to such offense, on all citations they issue. If the individual cited is found guilty, it's the State charge code that must be referenced. There are only a few State

charge codes to choose from, and language in the proposed code amendment is being updated to mirror the State's language so there is less room for error when Animal Control Officers are preparing citations.

State law requires that animals are to be vaccinated against rabies. This is a finger printable offense for violators. With the health and safety of citizens and animals in mind, those dogs and cats impounded a second time and found to still be unvaccinated, will be examined and have the rabies vaccine administered by a licensed veterinarian. Owners will agree to this condition of release, and the associated costs, when redeeming their animal at the time of the first offense. This process is not only beneficial for health and safety, it will also eliminate the issuance of multiple citations for the same violation, thus freeing up Animal Control Officer and Municipal Court time.

Animal Control Fee Schedule

The last time fees were modified was in 2004, nearly 20 years ago. No increases are being proposed for adoptions. The recommended fee increases more closely reflect the actual cost to perform the services, and are in line with other metro agencies (see attached fee comparison chart). For example, the cost associated with boarding a dangerous/aggressive dog is higher as it takes two Animal Control Officers to be able to safely move the animal for daily kennel cleaning etc.

Below is a list of the current and proposed fees:

<u>Animal Shelter - Fees</u>			
<u>Current</u>		<u>Proposed</u>	
<u>Adoption</u>		<u>Adoption</u>	
Dog	\$ 80.00	Dog	\$ 80.00
Cat	\$ 55.00	Cat	\$ 55.00
<u>License</u>		<u>License</u>	
Spayed/neutered	\$ 5.00	Spayed/neutered	\$ 10.00
Not spayed/neutered	\$ 10.00	Not spayed/neutered	\$ 20.00
Dangerous Dog	\$ 250.00	Dangerous Dog	\$ 250.00
Dangerous Dog (renewal)	\$ 125.00	Dangerous Dog (renewal)	\$ 125.00
Boarding	\$ 5.00	<u>Boarding</u>	\$ 10.00
		Aggressive/Dangerous	\$ 30.00

		Quarantine (Boarding)	\$ 30.00
<u>Redemption fee</u>		<u>Redemption fee</u>	
Resident - 1st occurrence	\$ 20.00	Altered - 1st occurrence	\$ 25.00
Resident - 2nd occurrence	\$ 40.00	Altered - 2nd occurrence	\$ 50.00
Resident - 3rd occurrence	\$ 60.00	Altered - 3rd occurrence	\$ 75.00
Non-resident - 1st occurrence	\$ 25.00	Intact - 1st occurrence	\$ 50.00
Non-resident - 2nd occurrence	\$ 50.00	Intact - 2nd occurrence	\$ 75.00
Non-resident - 3rd occurrence	\$ 75.00	Intact - 3rd occurrence	\$ 150.00
Surrender	\$ 25.00	<u>Surrender</u>	
		Resident	\$ 25 (plus actual costs)
		Non-resident	\$ 50 (plus actual costs)
Euthanasia	\$ 25.00	Euthanasia	\$ 25 (not for public)
		Dangerous Dog	\$ 125.00
Incineration	\$ 12.00	Incineration	\$ 25.00
		Unclaimed bite hold fee (Judge)	\$ 200.00
		Rabies Testing (Judge)	\$ 250.00
		<u>Actual costs comprised of:</u>	
		Altering, vaccinations,	

		exams, etc.		
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Animal Shelter Statistics

The overall number of intakes increased from 275 in 2020 to 626 in 2021, and to 779 in 2022.

- Cat intakes increased from 143 in 2020 to 351 in 2021, and to 464 in 2022.
- Dog intakes increased from 131 in 2020 to 273 in 2021, and to 314 in 2022.

2020 statistics were 90% Live Release with 29 total animals euthanized.

2021 statistics were 85% Live Release with 96 total animals euthanized.

2022 statistics were 90% Live Release with 73 total animals euthanized.

The break down of euthanasia in 2022:

- 26 dogs - 23 were due to temperament (including court order), and 3 due to illness.
- 47 total cats - 35 were feral, 7 temperament, 3 injured, and 2 were sick.

Previous Action (if applicable):

Chapter 4, Animals, of the City Code was updated in 2018 to incorporate language for deeming a dog dangerous in anticipation of the repeal of the Bit Pull ban.

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Animal Shelter Fee comparison
2. ORD_Chapter 4_Animals_amendment
3. ORD_Animal Shelter fees

Animal Shelter - Fee Comparison

	Liberty - Current		Liberty - Proposed		Gladstone	Lee's Summit	Blue Springs/Pawport	North KC	Excelsior	Midwest Rescue* / Raytown						
<u>Adoption</u>			<u>Adoption</u>													
Dog	\$	80.00	Dog	\$	80.00	56.70 to 176.70 *	\$	115.00	100-350	\$	105.00	125 to 135 **	125-450*			
Cat	\$	55.00	Cat	\$	55.00	69.20 to 154.20 *	\$	95.00	75-150	\$	95.00	70 to 90 **	25-75*			
<u>License</u>			<u>License</u>													
Spayed/neutered	\$	5.00	Spayed/neutered	\$	10.00	\$	10.00		na	\$	-	\$	10.00	\$	10.00	
Not spayed/neutered	\$	10.00	Not spayed/neutered	\$	20.00	\$	20.00	\$	45.00	\$	5.00	\$	20.00	\$	20.00	
Dangerous Dog	\$	250.00	Dangerous Dog	\$	250.00	\$	10.00	\$	10.00							
Dangerous Dog (renewal)	\$	125.00	Dangerous Dog (renewal)	\$	125.00	\$	10.00	\$	10.00							
Boarding	\$	5.00	<u>Boarding</u>	\$	10.00	\$	5.00	\$	10.00	\$	25.00	\$	10.00	\$	7.85	
			Aggressive/Dangerous	\$	30.00									\$	50.00	
	na		Quarantine (Boarding)	\$	30.00		55-65		na		na		na	\$	10.00	
															owners walk daily	
<u>Redemption fee</u>			<u>Redemption fee</u>													
Resident - 1st occurrence	\$	20.00	Altered - 1st occurrence	\$	25.00	\$	30.00	\$	20.00	\$	29.00	\$	25.00	\$	50.00	
Resident - 2nd occurrence	\$	40.00	Altered - 2nd occurrence	\$	50.00	\$	40.00			\$	50.00			\$	75.00	
Resident - 3rd occurrence	\$	60.00	Altered - 3rd occurrence	\$	75.00	\$	50.00							\$	150.00	
Non-resident - 1st occurrence	\$	25.00	Intact - 1st occurrence	\$	50.00		intact \$50		plus \$50 intact	\$	30.00	\$	25.00	\$	50.00	
Non-resident - 2nd occurrence	\$	50.00	Intact - 2nd occurrence	\$	75.00	\$	60.00							\$	75.00	
Non-resident - 3rd occurrence	\$	75.00	Intact - 3rd occurrence	\$	150.00	\$	70.00							\$	150.00	
Surrender	\$	25.00	<u>Surrender</u>			\$	30.00		\$35 proposed	\$	20.00	\$	25.00			
			Resident		\$25 (plus actual costs											
			Non-resident		\$50 (plus actual costs)											
Euthanasia	\$	25.00	Euthanasia		\$25 (not for public)	\$	15.00		na		na	\$10 not for public	\$	25.00	\$	25.00
			Dangerous Dog	\$	125.00									\$	300.00	
Incineration	\$	12.00	Incineration	\$	25.00	\$	25.00	\$	12.50		50+		na	\$	27.00	
			Unclaimed bite hold fee (Judge)	\$	200.00		200-300							\$	300.00	
			Rabies Testing (Judge)	\$	250.00		50							\$	294.00	
* altered vs not at time of adoption			<u>Actual costs comprised of:</u>			Seniors/seeing eye free		lifetime lic w/ chip \$50								
** male vs female			Altering, vaccinations, exams, etc.													
<u>OTHER</u>																
rabies vaccine fee						15		cited after 2 days				cited after 2 weeks	\$		17.00	
healthy animal intake dog/cat								20					\$		44.10	
injured and needs exam			owner pays				owner pays			owner pays		owner pays	\$		78.75	
microchip						10.5							\$		15.00	
breeder permit								350								
litter permit								20								
hobby kennel or cattery								40								

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING
CHAPTER 4, "ANIMALS"
OF THE CODE OF THE CITY OF LIBERTY,
CLAY COUNTY, MISSOURI

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

SECTION I

Chapter 4, "Animals", Sections 4-1 through 4-90 of the Code of the City of Liberty, Clay County, Missouri are hereby repealed and replaced as follows:

CHAPTER 4 - ANIMALS

ARTICLE I. - IN GENERAL

Section 4-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adequate care means normal and prudent attention to the needs of an animal, including wholesome food, clean water, shelter and health care as necessary to maintain good health in a specific species of animal.

Adequate food means the provision at suitable intervals of a quantity of wholesome foodstuffs, suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal, all of which foodstuffs is served in a safe receptacle, dish or container.

Adequate water means the continual access to a supply of clean, fresh, unfrozen, potable water provided in a sanitary manner suitable for the species, condition and age of the animal in sufficient amounts to maintain good health in the animal. Such water shall be provided in a secure manner so that the container cannot be overturned.

Adequate shelter means a structurally sound, properly ventilated, sanitary, dry and weatherproof shelter suitable for the species, age and condition of the animal, which is free of litter or hazardous substances and objects, contains clean and dry bedding material and which provides access to shade from direct sunlight and regress from exposure to inclement weather conditions. The shelter shall have at a minimum a floor, walls with an opening suitable for the size of the animal and a roof. Unacceptable shelter includes but is not limited to barrels, pipes, crates, cardboard boxes, pet carriers and tarpaulins.

Animal shall include livestock, creatures, fowl, dogs or cats.

Animal control authority means the animal control division of the department of administration of the City.

Animal Control Officer means any person employed by the animal control authority to enforce this chapter.

Approved vaccine means a rabies vaccine licensed by the United States Department of Agriculture and administered by a licensed veterinarian.

At large shall mean:

- (1) An animal freely roaming on the private property of another without the consent of the owner or person in control of the property or to be freely roaming on any public property, street or highway without consent of the public entity in control of the property, street or highway.
- (2) Every dog, when on any street, alley, park, school ground or other public place in the City, which is not attached to a leash, no greater than 6 feet in length, the other end of which is securely held by a person over the age of 18 years.
- (3) When an animal is unrestrained, and not under control of the owner, on private property within the City; and, when conditions are such that the animal can leave the premises on its own volition, the animal shall be deemed running at large.

Body harness means, a set of straps that extend around the chest and mid-section of the dog's body, so as to not tighten around the dog's neck when the dog pulls on the end of a tether.

Creature means a domesticated animal used as a household pet such as a hamster, gerbil or similar animal.

Dog means any member of the canine family.

Dogfighting paraphernalia means any instrument used to train animals, promote fights or observe, participate in or wager on any dog or animal fights including but not limited to treadmills, catmills, exercise wheels, hides or other material used as hanging devices to strengthen or condition dogs; collars, leashes, chains, and other devices used to exercise or restrain fighting dogs; wooden sticks or handles used to pry open dogs' jaws; magazines, photographs, film, videotapes, or writings that depict or promote dogfighting or training or conditioning of dogs for dogfighting; any still cameras or movie or video cameras used to record dogfighting activity; all portable carrying cases and pens; antibiotics, drugs, or vitamins used to treat injured dogs or to enhance their performance; needles and syringes used for the administration of such drugs; suture kits and other veterinary supplies; weapons, handguns, shotguns, or rifles used to protect the premises upon which illegal dogfighting occurs; computers and computer diskettes or other removable media containing information related to dogfighting; registration papers or other materials showing written materials showing ownership of pit bull dogs or other fighting dogs, including bills of sale, pedigrees, breeding records, and veterinary records; any dogfighting records, including name and telephone number lists of persons suspected of being dogfighters; any awards, trophies, plaques, or ribbons promoting or relating to dogfighting; any constructed enclosures or components of any pits or arenas used for the purpose of dogfighting or training dogs for fighting; any carpeting or other materials used on the floor of such pits; weight scales; any washtubs, buckets, pails, and sponges used to wash dogs; cash, currency and financial instruments; any rules, contracts, or other written agreements concerning the fighting of dogs.

Domesticated means trained or adapted for use in a human environment.

Euthanize means to put to death in a humane manner.

Exposed to rabies means when bitten by, or fought with, or has come in close contact with an animal showing symptoms of rabies.

Fowl means domesticated chickens, guineas, geese, ducks, turkeys or other domesticated bird.

Harbor means to feed or shelter an animal at the same location for three or more consecutive days.

Impound means to apprehend, catch, trap, net or, if necessary, euthanize any animal by the animal control authority or its agent.

Impounding facilities means any premises designated by the City for the purpose of impounding and caring for all animals found in violation of this chapter.

Impoundment fees means any redemption fee, boarding costs, licensing or veterinary expenses, paid to the city and/or veterinarian at the time of animal redemption.

Livestock means domestic animals, such as swine, horses, mules, asses, sheep, goats, cattle, ostriches or emus. When these terms are used herein it shall include any related member of the species whether specifically mentioned or not.

Non choke type collar means, a collar that, when worn by a dog, does not constrict or choke the dog, when the dog pulls or extends the attached tether.

Owner means any person owning, keeping or harboring an animal.

Poultry means domestic fowl such as chickens, turkeys, guineas, ducks or geese.

Registration and vaccination means the procedure of vaccinating for rabies and issuing an identification number and an appropriate certificate.

Tag means any object which bears a registration number and the words "registered and vaccinated for rabies," in the shape and color recognized by the National Association of State Public Health Veterinarians which has been issued by a veterinarian.

Tether means a rope, chain, or cable that is attached to an animal's collar or harness for purposes of restraining the animal.

Veterinarian means any veterinarian holding a current state license.

Section 4-2. Reckless owner defined.

It is hereby found and declared that certain persons have committed either such severe or repeated violations of this chapter that they are reckless owners, and a judgment of the Judge of the municipal court shall include revocation of the person's right to own, harbor or possess animals (with the type or types of animal to be determined by the Judge of the municipal court) for a specified amount of time.

- (1) A person may be found to be a reckless owner if:
 - a. The person has been convicted of one or more violations of this chapter on three separate occasions within a 24-month period; or

- b. Sufficient proof is presented that the person is guilty of animal cruelty under section 4-5; or
 - c. The person owns, harbors or possesses an animal that has been determined to be vicious and has not complied with the subsequent requirements of this chapter; or
 - d. The person owns, harbors or possesses an animal that has been accused of attacking a domestic animal or biting a person, and the owner, harborer, or possessor of such an animal fails to surrender the animal to the animal control authority or fails to comply with the requirements of this chapter.
- (2) It is unlawful for any person to violate any restriction imposed by this section after a person has been declared a reckless owner by order of the municipal court. It shall be unlawful for such owner to fail to surrender any or all animals within 24 hours or to subsequently own, possess, or have control over any animal for a period of 24 months from the date of entry of the declaration and order.
- a. Failure to surrender such animals is a violation that shall result in prosecution as well as immediate impoundment by the animal control authority upon issuance of a warrant of the municipal court for the authority to seize the animals. Such surrendered or impounded animals shall immediately become the property of the animal control authority and be disposed of pursuant to section 4-24 after the expiration of the appeal period.
- (3) Upon the filing of the affidavit of the Animal Control Officer, or of his designee, with the Municipal Prosecutor alleging a person is a reckless owner, and upon the motion of the Prosecutor, the Judge of the municipal court may order any of the following: that all domestic animals owned, possessed, or controlled by the person be seized and impounded during the pendency of charges and appeal and not be released while the charges or appeal are pending without order of the municipal Judge.

Section 4-3. - Limitation on number of cats or dogs kept as pets.

- (a) It shall be unlawful and a public nuisance for any person or occupier of land to own, keep or harbor more than a maximum total of four (4) dogs or cats, or in any combination thereof, over the age of four (4) months, except as a kennel regulated by the Unified Development Ordinance of the City of Liberty or when such owner or occupier of land resides on a tract of ground that is at least forty (40) acres or larger.
- (b) It shall be unlawful for any person to own, keep, or harbor more than one (1) animal deemed vicious in accordance with Section 4-30, within the City limits. In the event more than one (1) animal is deemed vicious within a household, the municipal Judge will accept the recommendation of the Animal Control Officer on disposition of the remaining animals.

Section 4-4. - Placing poison so as to constitute hazard to humans or animals.

No person shall feed or place so as to constitute a direct or obvious hazard to man or animal or shall offer or tempt any dog or animal with any liquid, meat or food product which shall:

- (1) Cause prostration, convulsion, pain or suffering as a prelude to death;
- (2) Cause death; or
- (3) Be proven to be toxic or lethal in the amount present to any man or domestic animal by competent medical or veterinary authority.

Section 4-5. – Animal Cruelty.

- (a) The owner of an animal shall provide it with humane shelter from heat, cold, rain, wind and snow, and shall give it food and water adequate to keep the animal in good health and comfort. Houses and kennels shall be soundly constructed, dry and provided in cold weather with clean bedding. It shall be unlawful for any person to torture, torment, deprive of necessary sustenance, cruelly beat, mutilate, cruelly kill or overdrive any animal, or who shall unnecessarily fail to provide the same with proper food, drink, shelter or protection from the weather, or shall cruelly work or drive same when unfit for labor, or cruelly abandon the same to die, or shall carry or cause the same to be carried on or in any vehicle or otherwise in an unnecessarily cruel or inhuman manner. All animals shall be given opportunity for daily exercise, and shall be provided by their owners with veterinary care when needed, and with kindly treatment.
- (b) It shall be unlawful to confine any animal in a motor vehicle or extension of said motor vehicle (i.e. attached trailer, etc.), under weather or other conditions that endanger its life. Whenever an animal is found to be in such circumstances that the Animal Control Officer or a Police Officer determines to be endangering to the animal's life, an Animal Control Officer and or a Police Officer, is authorized to enter such vehicle or extension of said motor vehicle (i.e. attached trailer, etc.) and remove the animal for impoundment, at the expense of the owner/operator. The City of Liberty shall in no way be financially or legally liable for damages caused as a result of removal of the animal by the above defined City of Liberty officials, under conditions that endanger the animal's life. A prominent written notice shall be left on or in the vehicle advising that the animal has been removed under the authority of this section and impounded in accordance with this section.
- (c) Any person found guilty of a violation prescribed in this section shall, upon conviction thereof, be punished as provided by sections 4-26 and 22-70, and each and every instance of violation shall be a separate offense.
 - (1) When the Judge of the municipal court grants return of such animal, the municipal court shall require that the owner pay a redemption fee, boarding and costs of care, plus any other license fees or immunization costs imposed under this chapter. Failure or refusal to pay such fees shall constitute abandonment of any ownership rights to the seized animal, and the Judge of the municipal court, in exercising authority granted in this section relative to the disposition of impounded animals, may authorize disposal pursuant to section 4-24.

Section 4-6. - Possession, display or sale of wild animals.

- (a) *Prohibited.* It shall be unlawful for any person to keep, possess, display or offer for sale any wild animal within the City. For the purpose of this section, the term "wild animals" shall include but not be limited to dangerous, zoonotic or exotic carnivorous animals and bats, nonhuman primates, dangerous or poisonous reptiles, foxes, raccoons, skunks, opossums and turtles, or any wild animal crossbred to domestic dogs or cats. Such wild animals will be subject to seizure and not returned.
- (b) *Exception.* This section shall not apply to common carriers transporting wild animals for hire in the usual course of their business, or to wild animals kept for exhibition purposes by circuses, zoos, scientific or educational institutions, research laboratories or veterinary hospitals, in accordance with state regulations.

Section 4-7. - Fighting Animals.

- (a) No person shall cause, instigate or permit any dogfight, cockfight or other combat between animals or between animals and humans; and any animal so used shall be seized, impounded and promptly humanely euthanized. In addition, no person shall place or attempt to place an animal in an enclosure or in any other place for the purpose of fighting or combat. No person shall attend such unlawful exhibition or be umpire, Judge or spectator at such exhibition.
- (b) No person shall train an animal to fight in the City of Liberty. Additionally, no person shall keep or harbor an animal that has been trained to fight.

Section 4-8. - Keeping poultry generally.

Regulated by City zoning regulations and Section 30-80.7, "Accessory Uses, Residential", keeping of livestock.

Section 4-9. - Animals at Large.

When not confined to residential property, the owner or keeper of an animal shall keep such animal under restraint at all times. Leashes are not to be longer than 6 feet in length. It shall be unlawful for any person owning, controlling, harboring, possessing, or having the management or care of any animal to permit such animal from escaping, straying or running at large.

Section 4-10. - Riding, etc., horses, etc., on sidewalks or pavements.

No person shall ride, drive or lead any horse, mare, mule, stallion, gelding or other animals upon any of the sidewalks or pavements within this City unless done as part of a licensed sight-seeing business, or temporary event license, as authorized by City Code.

Section 4-11. - Emergency impoundment of animals.

- (a) Animals may be impounded during an investigation for possible violations of RSMo 578.012, or section 4-5, for failure to provide adequate care to animals.
- (b) If the owner or person in control of an animal is arrested, is deceased or is otherwise incapacitated, the animal may be taken into protective custody free of charge for a

period of no more than 5 days, if no responsible party can be found to take control of the animal. Any unclaimed animal shall be disposed of pursuant to Section 4-24.

- (c) In the event any dog or other domesticated animal shall bite, injure or attack any person, the owner or harbinger of such animal shall take such animal to the City animal shelter or to a licensed veterinarian for observation (rabies quarantine).
- (d) Animals not licensed pursuant to this article, or found not under restraint, or abandoned, may be picked up and impounded by any Police Officer or Animal Control Officer. Impoundment may be in the City animal shelter or a licensed veterinary hospital.
- (e) Any animal impounded under this section shall be disposed of pursuant to Section 4-24

Section 4-12. – Animal Shelter fees, generally.

Fees for adoption, surrender, boarding, vicious animal boarding, quarantine and redemption fees, in addition to other services provided, shall be as established by ordinance and added to the City's Schedule of Fees. Medical costs of care are those established and levied by a licensed veterinarian.

Section 4-13. – Animal bites generally.

No person, whether an owner or other person having immediate charge or custody of an animal, shall suffer, allow or permit such animal to bite a human being or another animal, or fail to prevent such animal from biting a human being or another animal.

Section 4-14. – Animal Nuisance.

- (a) No owner shall permit any animal to habitually bark, howl, or in other ways (including property damage) be a public nuisance. An owner shall keep his animal under restraint at all times. Any animal not under restraint is subject to impoundment.
- (b) It shall be the duty of each person who owns, possesses or controls an animal to immediately remove and properly dispose of any feces left by his/her animal on any sidewalk, street, public area or private property, not owned by the person.

Section 4-15. – Vaccination required.

It shall be unlawful for any person to keep, harbor or own a dog or cat within the City, until and unless such person has the dog or cat vaccinated for rabies and secures a rabies vaccination certificate from any veterinarian who holds a current license from the state. Owners of dogs shall also secure a tag of registration vaccination issued from such veterinarian which shall be displayed on the dog for which it was issued. Owners of cats shall also secure a tag of registration, however, the tag shall not be required to be displayed on the cat, provided the owner of the cat shall be required to retain at all times a copy of the vaccination certificate or the tag.

- (1) Dogs or cats impounded will be released to the owner once payment has been made for the redemption fee, boarding costs, plus the cost of a city license (which may be picked up at the shelter once proof of vaccination is shown).

Owner shall also acknowledge that should they fail to get the dog or cat vaccinated, and it is impounded a second time, they agree to pay all costs previously outlined in addition to the cost of an exam and vaccination levied by the veterinarian, otherwise the dog or cat is deemed abandoned.

- (2) Should a dog or cat be impounded a second time, and no proof of vaccination is provided, owner will be required to pay boarding costs (including weekends) for the duration of time the dog or cat is held at the shelter, a redemption fee (higher fee for second offense, and includes cost to transport dog or cat for vaccination) and the cost of the exam and vaccination levied by the veterinarian. Once payment of fees is received, the dog or cat will be transported to the veterinarian who will administer the required vaccination. Owner shall pay cost of exam and vaccination at time of reclaiming the animal, either directly to the veterinarian or at the Animal Shelter, as a condition of release. Otherwise the dog or cat is deemed abandoned.

Section 4-16. - License required.

No person shall own, keep or harbor any dog or cat over the age of four (4) months within the City limits unless such dog or cat is licensed as provided in this article.

Section 4-17. - License application.

- (a) Written application for a license shall be made to the City's Finance Department or to any duly licensed veterinarian practicing within the City limits and shall state the name, address and telephone number (if any) of the owner and the name, breed, color, sex and any distinguishing marks on the dog or cat.
- (b) The license fee shall be paid to the City's Finance Department or duly licensed veterinarian as the case may be at the time of making application. If said application is made to a duly licensed veterinarian in the City, then such veterinarian may add one dollar (\$1.00) to the license fee to be retained by him as compensation for his service; the veterinarian shall remit the license fees for the application to the City on a month-to-month basis; provided that no application shall be received nor any license issued unless a signed certificate from a veterinarian shows that such dog or cat has been inoculated against rabies.

Section 4-18. - License fees; penalty for failure to pay when due.

- (a) The yearly license fees for a sterilized dog or cat; or, for an unsterilized dog or cat. are set out in the City's Schedule of Fees.
- (b) All licenses shall be issued for one year beginning the first day of the month that the animal is vaccinated for hydrophobia and rabies. The owner shall apply for the license within thirty (30) days of the date of the vaccination. If the application is made after thirty (30) days the appropriate license fee shall be increased by fifty (50) percent. A person who becomes a new owner of a dog or cat shall apply for a license within thirty (30) days of acquiring the animal. Failure to apply for a license within the thirty (30) days will result in the license fee being increased by fifty (50) percent.

Section 4-19. - Issuance of tags; attachment of tags to collar; lost, etc., tags; transferability of licenses.

- (a) The City's Finance Department or licensed veterinarian shall issue a receipt and a numbered, metallic or plastic tag. The City's Finance Department shall issue to the veterinarian tags and records as needed, and the veterinarian shall return all unused tags to the City's Finance Department on December thirty-first of each year. The City shall maintain for three (3) years two (2) records of such receipts and tags; one arranged alphabetically by name of owner and other arranged numerically by tag numbers. Such records shall be open to public inspection at all business hours.
- (b) The owner shall keep on the dog or cat, at all times when the animal is not inside a private building, a collar or harness, and the tag issued by the City shall be affixed to the collar or harness in such a manner that the tag can be easily seen.

Section 4-20. - Proper Enclosure and Location to Confine an animal (Pens, Kennels, Structures, and Fencing).

- (a) All fences constructed for the purpose of containing animals as provided in this chapter shall be composed of either posts and rails, posts and palings, posts and wire, or posts and boards and shall be at least 3 ½ feet in height, or higher if necessary to prevent the escape of the animal. All posts shall be set firmly into the ground, not more than eight feet apart, with rails, palings, wire or boards securely fastened thereto and placed a proper distance apart so as to resist the animals the fence is meant to contain. Fences composed of woven wire, wire netting or wire mesh shall be of sufficient closeness of mesh density, as to contain the intended animals.
- (b) If the animal is not under supervision while remaining in the yard of any property, the animal must be securely confined by enclosed fencing or in a securely enclosed and locked pen, kennel, structure, or run. Such fencing or pen, kennel, structure, or run must be suitable for preventing the animal from escaping. A locked pen, structure, or run must have minimum dimensions of five feet (5) by 10 feet and must have secure sides and a secure top. If it has no bottom secured to the sides, the sides must be embedded into the ground no less than two feet. The enclosure must also provide protection from the elements for the animal. The exterior boundary of which pen shall not be closer than 25 feet at the nearest point to the dwelling of another, a church, as school or a place of business of another. The maximum number of animals per enclosure must be in accordance with the United States Department of Agriculture (USDA) rules of health.

Section 4-21. - Tethering animals.

Any animal permitted to be kept within the City shall not be left unattended and chained, tied, fastened or otherwise tethered to any stationary or inanimate object as a means of confinement and restraint to property.

Section 4-22. - Female animals in heat.

The owner shall confine any female animal in heat within a building, in such a manner that the animal will not be accessible to other animals except for planned breeding, and will not attract males of the species.

Section 4-23. – Impoundment.

Animals not licensed pursuant to this article, or found at large, or abandoned, may be picked up and impounded by any Police Officer or Animal Control Officer. Impoundment may be in the City animal shelter or a licensed veterinary hospital.

Section 4-24. - Redeeming of impounded animals.

- (a) *Identifying the owner.* If the animal wears a license tag or if the owner can by any other reasonable means be identified and located, the owner shall be notified by the Animal Control Officer as soon as possible that the animal has been impounded. Animals that have not been vaccinated, or if no evidence of vaccination is present, will be vaccinated before release.
- (b) *Failure of owner to redeem.* If an animal is not redeemed by the owner within five (5) days after impoundment, the animal may be disposed of in one of the following ways, but no other ways: (1) release for adoption by a new approved applicant who shows evidence of ability and intention to provide the animal with an appropriate home and humane care and further agrees to have said animal sterilized; (2) release to City approved rescue organization, provided the organization agrees to have the animal sterilized and indemnify and hold harmless the City from any and all liabilities that might arise from such transaction; (3) euthanasia, using a method approved by the Humane Society of the United States.
- (c) *Fees.* An owner redeeming an animal from impoundment shall pay all boarding, licensing, redemption fees and any veterinarian costs of care, before the animal is released. Fees for impoundment, redemption, adoption, disposal of dogs and cats and cremation are based on the schedule of fees in full force and effect, having been approved by the City Council and on file in the office of the Deputy City Clerk. Such fees shall be paid to the Animal Control Officer or Shelter Attendant on duty at the shelter. The Animal Control Officer or Shelter Attendant shall issue a receipt for all monies collected and be responsible for securing the monies collected each day and depositing said money with the City Finance Department, according to written procedures. Additional costs of care for sick or injured animals may also include such charges levied by a licensed veterinarian.

Section 4-25. - Refusal to deliver animal to Animal Control Officer.

No person shall refuse to deliver up to the Animal Control Officer his animal when requested to do so, under the provisions of this chapter.

Section 4-26. – Minimum fine for repeat violations.

- (a) Any person who has violated provisions of this chapter more than three times in a 24-month period shall be fined a minimum of \$200.00 for the fourth offense and \$400.00 for the fifth offense and each offense thereafter occurring during a 24-month period

(violations one through three are subject to fines according to City Code). In addition to the fine, such person shall pay for all boarding, redemption fees and any additional costs of care for keeping the animal. All such animals shall be disposed of by the City in accordance with the procedures set forth in section 4-24 if the person charged fails to pay the minimum fine assessed by the court plus the impound and redemption fees and costs of keeping the animal as set forth in this chapter.

- (b) Criminal process. Any person found guilty of a violation by a Judge of the municipal court shall, upon conviction thereof, be punished as provided by section 22-70, and each and every instance of violation shall be a separate offense.

Section 4-27. - Reserves

Section 4-28. - Reserved

Section 4-29. - Reserved

ARTICLE II. Vicious animal

Section 4-30. – Vicious and dangerous animal.

The Judge of the municipal court may declare an animal vicious when:

- (a) Bite to a human
 - (1) When evidence shows an attack or bite to a human is a Level 4 or higher on the Dunbar scale, set forth in section 4-33; or
 - (2) When evidence shows an attack or bite to a human is less than a Level 4 on the Dunbar scale and pattern of vicious behavior such as habitually snapping, charging, growling, or otherwise manifests a disposition to bite, attack or injure any person, domestic animal or pet if afforded the opportunity, or if in the judgment of the court it causes any person to have a reasonable fear of immediate serious physical injury.
- (b) Bite to an animal

When evidence shows an attack upon another domestic animal is a Level 4 or higher on the Animal bite scale, set forth in section 4-34, and a pattern of vicious behavior such as habitually snapping, charging, growling, or otherwise manifests a disposition to bite, attack or injure any person or domestic animal or pet if afforded the opportunity, or if in the judgment of the court it causes any person to have a reasonable fear of immediate serious physical injury.
- (c) Has been previously found to be dangerous by another entity and the owner or keeper received notice of such.

Any animal, whether previously declared to be a vicious animal or not, responsible for a severe or fatal attack on a human being or another animal may be ordered humanely euthanized by the Judge of the municipal court upon the expiration of the appeal period.

- (a) In the event of a successful appeal, the Judge of the municipal court shall require that the owner pay all vicious animal boarding and redemption fees in addition to any other costs of care incurred, prior to the animal being released. Such amount

as established by ordinance from time to time, plus any other license fees or immunization costs imposed under this chapter. Failure or refusal to pay such fees shall constitute abandonment of any ownership rights to the seized animal, and the Judge shall immediately order the animal's disposal.

Sec. 4-30.1 - Upon recommendation by Animal Control.

Upon the filing of an affidavit of the Animal Control Officer with the municipal Prosecutor, alleging the animal should be deemed a vicious animal, and upon the request of the Prosecutor, the Judge of the municipal court may order any of the following: that the animal be seized and impounded, that the animal be impounded past the rabies observation period, or that the animal be impounded during the pendency of charges and appeal and not be released while the charges or appeal are pending.

Sec. 4-31. - Vicious and dangerous animal provisions, when euthanization not ordered.

It shall be unlawful for any person to own, harbor or possess a vicious or dangerous animal, except as allowed by the provisions of this section.

- (a) Fees – Animals impounded under section 4-30 are subject to a vicious animal boarding fee. An owner, when release is granted by the Judge of the municipal court, may redeem such animal from impoundment upon payment of all vicious animal boarding and redemption fees, license fee and any costs of care incurred. Fees for vicious animal impoundment, redemption, adoption, disposal of animals and cremation are based on the schedule of fees in full force and effect, having been approved by the City Council and on file in the office of the Deputy City Clerk.
- (b) Conditions of release - Any animal declared vicious by the Judge of the municipal court and not ordered euthanized shall, as a condition of residing within the corporate limits of the City, be required to meet the following mandated restrictions:
 - (1) Microchip. That a microchip has been placed into the animal by the Animal Control Authority for the purpose of registering such animal with the City. The microchip shall contain the owner's, keeper's or harborer's generated and assigned "vicious animal registration number" and such other information as required pursuant to the rules and regulations of the City. The Animal Control Authority shall keep records of the microchip placement and of the registration number.

It shall be a violation of this Code for a microchip to be removed unless it is for a medical reason and then only by a licensed practicing veterinarian. The Animal Control Authority must be notified immediately of said removal.
 - (2) The animal shall be securely confined indoors or in a securely enclosed and locked kennel or cage. The kennel or cage shall be the size appropriate to the size of the animal kept therein (minimum dimensions of five feet (5) by 10 feet) and shall provide adequate ventilation, shade from

the sun, and protection from the elements. In the event of a dispute over the appropriate size, the guidelines of the state department of agriculture regulations for animal care facilities shall apply. The kennel or cage must be constructed with nine-gauge steel chain link. Such kennel or cage must have secure sides, a secure top, and secure bottom or floor attached to the sides, or the sides must be embedded in the ground. In addition, the kennel or cage must have a double-blind entrance and must be locked with a key or combination lock when such animal is within the structure. Any such kennel or cage must be located at least 25 feet from the nearest point to the dwelling of another, a church, a school or a place of business of another and must comply with all zoning and building regulations of the City.

- i. Notice. A conspicuous notice, which shall be at least two feet by three feet, posted at the place of confinement and on the premises stating "Vicious Animal" in at least two-inch block letters and contain the international symbol for danger, as to warn the public of the nature of the animal therein confined.
 - ii. No vicious animal shall be confined by an electronic fence or an electric collar. Electronic collars may not be used to control a vicious animal when it is off the owner's, keeper's, harborer's or maintainer's property.
 - iii. No vicious animal may be kept on a porch, patio, or in any part of a house or structure that would allow the animal to exit such structure on its own volition. In addition, no vicious animal shall be kept in a house or structure when the windows are open or when screen windows or screen doors are the only barrier preventing the animal from exiting the structure.
- (3) No person shall permit a vicious animal to go outside its kennel, cage, or secure structure unless that person is age 18 or older, that person has the vicious animal securely leashed to a buckle collar and on a leash no longer than six feet in length, and that person has physical control of the animal. Such vicious animal shall not be leashed to inanimate objects such as trees, posts and buildings. Additionally, such vicious animal on a leash outside the animal's kennel, cage, or secure structure must be muzzled by a humane muzzling device sufficient to prevent the animal from biting persons or other animals.
- (4) The vicious animal shall not be allowed by remedy to be removed from the City to a location outside of the City limits, unless ordered by the municipal Judge.
- (5) Any animal declared vicious by the Judge of the municipal court cannot be sold, given away, or ownership otherwise transferred without the expressed permission of the Animal Control Authority.

- (6) Sterilization. That the animal has been sterilized by a licensed veterinarian and proof of such has been provided to the Animal Control Authority. Sterilization must be completed prior to the release of the animal to the owner, keeper or harbinger from impoundment due to rabies quarantine or immediately following the quarantine period, if animal is to be confined to owner's premises.

Exceptions:

- i. The animal is under eight (8) weeks of age;
- ii. The animal cannot be spayed or neutered without a high likelihood of suffering serious bodily harm or death due to a physical abnormality. A veterinarian must certify such condition and determine the time frame after which the animal can be spayed or neutered.

- (7) For a vicious animal a policy of liability insurance issued by an insurer authorized to do business in the state in an amount not less than \$300,000, insuring the owner or keeper for personal injuries inflicted by the animal. An insurance policy issued to satisfy the insurance requirements of this section shall provide for written notice to the City within 30 days of cancellation, reduction of limits, or termination of coverage.

- (8) Licensure required. Other than when a commissioned Police Officer is using an animal for law enforcement or when an animal is being held in quarantine pursuant to law by a licensed veterinarian, no person shall own, keep, harbor or allow to be upon any premises occupied by him or her or under his or her charge or control a vicious animal without first having obtained a license within 30 days of the date of declaration provided for by this section.

- ii. Licensure. The owner, keeper, or harbinger of a vicious animal shall obtain a vicious animal license from the Animal Control Authority for any such animal.

1. Licensure Fees

The owner, keeper, or harbinger shall pay the fee for such vicious animal license in the amount set forth in this section. In addition, the owner, keeper, or harbinger of such animal shall pay an annual renewal fee for such license in the amount set forth in this subsection. Annual renewal of any license shall be conditioned on compliance with the requirements of this section. The Animal Control Authority is authorized to pro rate the license fee for the remainder of the first year during which an animal becomes subject to the registration requirements, of this section.

2. Licensure Information

The owner, keeper, or harbinger of an animal that is subject to a vicious animal license shall furnish the following information along with the appropriate license fee: (1) the animal's age, weight, coloring, breed, and any other special identifying characteristics; (2) two 3" x 5" color photographs of the animal; (3) proof of current rabies vaccination for the animal; (4) a certification under penalty of perjury that the animal has not been previously found to be a potentially dangerous or dangerous animal by any other jurisdiction; and (5) a certification under penalty of perjury that the animal has not been removed from another jurisdiction to avoid any penalties arising from the animal's previous status.

3. Licensure Fee Amounts

The license fee for each vicious animal to be licensed pursuant to this section is \$250.00. The annual renewal fee for each vicious animal licensed pursuant to this subsection is \$125.00.

iii. Issuance of certificate of registration. A certificate of registration for a vicious animal shall be issued by the City upon a showing of compliance with the requirements of this Article:

1. Microchipped;
2. Secure Enclosure and Posted Notice;
3. Sterilization;
4. Liability Insurance; and
5. Vicious Animal License.

(9) Age Violation

It is a violation of this chapter for any person under the age of 18 years to own, keep, harbor or maintain control of a vicious animal, within the City limits.

Refusal or failure to comply with any of the mandated restrictions or authorized inspection shall constitute a violation of this section and, in addition, shall be considered as justifiable grounds for the Judge of the municipal court to order further restrictions or euthanization of the animal.

Section 4-32. - Criminal process.

Any person found guilty of a violation prescribed in this article by the Judge of the municipal court shall, upon conviction thereof, be punished as provided by section 22-70 and each and every instance of violation shall be a separate offense. In addition, the Judge of the municipal court may order such vicious, dangerous or aggressive animal to be euthanized.

Section 4-33. - Dunbar scale (bites human).

- (a) *Level 1.* Obnoxious or aggressive behavior but no skin-contact by teeth.
- (b) *Level 2.* Skin-contact by teeth but no skin-puncture. However, may be skin nicks (less than one-tenth of an inch deep) and slight bleeding caused by forward or lateral movement of teeth against skin, but no vertical punctures.
- (c) *Level 3.* One to four punctures from a single bite, which may have lacerations in a single direction, caused by victim pulling hand away, owner pulling dog away, or gravity (little dog jumps, bites and drops to floor).
- (d) *Level 4.* One to four punctures from a single bite, with deep bruising around the wound (such as when a dog held on and bore down) or lacerations in both directions (such as when a dog held on and shook its head from side to side).
- (e) *Level 5.* Multiple-bite incident with at least two Level 4 bites or multiple-attack incident with at least one Level 4 bite in each.
- (f) *Level 6.* Victim dead.

Section 4-34 – Animal bite scale.

- (a) *Level 1.* Growls, shows teeth, barks, hard stares, snaps, no contact by teeth.
- (b) *Level 2.* Single bite, saliva, no punctures, possible missing fur or scrapes.
- (c) *Level 3.* One to four punctures, bruising and swelling may be present.
- (d) *Level 4.* One to four punctures, lacerations or tearing, bruising, swelling, signs of shaking may be present.
- (e) *Level 5.* Same elements of level 4 may be present, consists of multiple bites, or internal injuries instead of or in addition to.
- (f) *Level 6.* Victim dead.

ARTICLE III. - RABIES CONTROL

Section 4-35 - Rabid animals.

- (a) Every rabid animal, or animal exposed to rabies, shall be immediately confined by the owner, who shall promptly notify a Police Officer or the Animal Control Officer. The owner shall surrender such animal for quarantine in the City animal shelter or a licensed veterinary hospital; provided that if the owner elects to place the animal in a hospital he shall be responsible for all costs. The animal may be quarantined a maximum of ten (10) days, but shall be released earlier if certified by a licensed veterinarian to be free of rabies.
- (b) No person shall euthanize a rabid animal, or an animal exposed to rabies; nor remove such an animal from the City, without permission from the Animal Control Authority, except when it is necessary to euthanize such animal to prevent it from escaping or from biting any other animal or person.

- (c) The body of any animal having been exposed to rabies prior to death shall be surrendered by the owner upon demand of the Animal Control Authority.

Section 4-36. - Impoundment of animal when person bitten.

In the event any animal shall bite, injure or attack any person, the owner or harbinger of such animal shall take such animal to the City animal shelter or to a licensed veterinarian for observation.

Section 4-37. - Animal to be released when there is no evidence of rabies.

If, within such period of observation, such animal or dog does not develop or manifest evidence of hydrophobia, or rabies, or other disease communicable to human beings, such animal may be redeemed by the owner upon the payment of boarding fees and quarantine costs as determined by the Animal Control Authority or veterinarian. All animals under clinical observation for rabies must fulfill all other conditions of this chapter prior to release. At the time of the biting, a summons shall be issued to the owner if in violation of any other parts of this chapter.

Section 4-38. - When animal to be confined on owner's premises.

If it be the judgment of a licensed veterinarian that confinement in the pound, or veterinarian hospital, would prove to be detrimental to the health of such dog or animal, then same shall be confined by the owner, keeper or harbinger upon his premises; provided, that such owner, keeper or harbinger shall deliver such dog or animal to such veterinarian for examination every other day during such observation period.

Section 4-39. - Disposition of diseased animals.

It is further provided that if such dog or animal does manifest symptoms of disease, as heretofore referred to, as determined by the Animal Control Officer or veterinarian, if it is then determined the dog or other animal shall be euthanized, the head and brain of such animal shall then be delivered to the Missouri Division of Health laboratory in Jefferson City, Missouri, for examination.

Section 4-40. - General quarantine of animals.

When the Animal Control Officer shall deem it necessary because of the prevalence of rabies among the animal population of the City, county or state, strict quarantine may be placed on any species or breed of animal in any designated area of the City. This proclamation shall be construed to mean that all dogs, cats or other animals shall be confined in the owner's home or tied up or placed on a leash and under the direct physical control of a person at least 18 years of age. Any dog, cat or other animal found otherwise during such a quarantine shall be impounded.

Section 4-41. - Entry on private property by animal control and public safety officers.

The Animal Control Officer or their designee shall have the right of entry to any property or premises for the purpose of examining and impounding any animal involved in a bite or scratch or exposed to or exhibiting clinical symptoms of rabies; provided, however, if time and circumstances warrant, the Animal Control Officer may apply to the municipal court for a search warrant for the purpose of seizing the animal which warrant shall be issued upon a showing that a person has been bitten or scratched by an animal and there is probable cause to believe that the animal is being harbored at the location, specified in the search warrant.

Section 4-42. - Exemption for police animals.

The provisions of this article shall not apply to any federal, state or local law enforcement agency or animal used by or belonging to such agency, provided that such animal shall be vaccinated for rabies as required by this article, and the animal handler shall have proof of such vaccination in his possession for display as may be required. Also, at any time such animal is off its leash or otherwise at large, it shall be under the control of or in the performance of functions of duties for a law enforcement officer or handler acting on behalf of a law enforcement agency.

Section 4-43. - Reserved

Section 4-44. - Reserved

ARTICLE IV. VIOLATIONS; PENALTY

Section. 4-45. - Penalty for violation of chapter.

Any person who shall violate any of the provisions of this chapter shall be punished in accordance fines stated herein as well as those as those provided for within section 22-70

SECTION II

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions 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 of the Mayor according to law.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____ (CONT.)

APPROVED by the Mayor this _____ day of _____, 2023

MAYOR

7

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI, UPDATING AND
ADDING FEES FOR THE ANIMAL SHELTER TO THE CITY'S SCHEDULE OF FEES

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

SECTION I

Such fees are hereby established by the City Council of the City of Liberty, Clay County,
Missouri and said fees to be added to the City's Schedule of Fees. Said fees herein may be
modified in the future of resolution of City Council.

Adoption

Dog	\$	80.00
Cat	\$	55.00

License

Spayed/neutered	\$	10.00
Not spayed/neutered	\$	20.00
Dangerous Dog	\$	250.00
Dangerous Dog (renewal)	\$	125.00

Boarding

Aggressive/Dangerous	\$	30.00
Quarantine (Boarding)	\$	30.00

Redemption fee

Altered - 1st occurrence	\$	25.00
Altered - 2nd occurrence	\$	50.00
Altered - 3rd occurrence	\$	75.00
Intact - 1st occurrence	\$	50.00
Intact - 2nd occurrence	\$	75.00
Intact - 3rd occurrence	\$	150.00

Surrender

Resident	\$	25 (plus actual costs)
Non-resident	\$	50 (plus actual costs)

ORDINANCE NO. _____ (CONT.)

Other fees

Euthanasia	\$	25 (not for public)
Dangerous Dog	\$	125.00
Incineration	\$	25.00
Unclaimed bite-hold fee		
(Judge)	\$	200.00
Rabies Testing (Judge)	\$	250.00

Actual costs comprised of:

Altering, vaccinations, exams,
etc.

SECTION II

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

PASSED by Council this _____ day of _____, 2023

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2023

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: March 13, 2023

A/R No.: 2023-421

Department: Administration

Submitted By: Janet Pittman

Subject: ORDINANCE AMENDING CHAPTER 18, "LICENSES", ADDING ARTICLE II, "MOBILE FOOD VENDING" AND AMENDING CHAPTER 15, 'FOOD ESTABLISHMENTS', SEC. 15-2. 'STORING, EXHIBITING, SELLING, ETC., FOOD FROM TRUCKS, ETC., PROHIBITED; EXCEPTION', OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

Summary:

- The initial two-year Pilot Program, concluded in November 2017, which allowed food trucks to vend in the Commercial and Industrial zoned areas within the City (some permits may include the provision to vend in residential neighborhoods).
- With limited participation and insufficient experience/feedback gathered, an extension to the program was granted to January 31, 2020, and then extended again to January 31, 2022.
- This action would now add the ability to vend from Mobile Food Units to the City's Code of Ordinances.
- Licenses may be revoked for conduct of the business in such a manner as to create a public nuisance, or constitute a danger to the public health, safety or welfare.
- No vending is allowed within City parks (unless part of a City sponsored/approved event).

Background:

A Pilot Program has been utilized from 2015 to current, and mobile food vending (food trucks) continues to be popular throughout the metro area; however, the City receives only a few vendors wishing to sell within the City of Liberty each year.

Approval of the ordinance will allow mobile vending in commercial, industrial and residential areas throughout the City, under the same provisions of those in the Pilot Program. Parameters regarding signage, Clay County Food Truck Permit requirements, insurance, vehicle inspections etc. included in the Pilot Program would continue. No alcohol or merchandise sales will be allowed by mobile vending.

Generally, mobile food units would be able to vend in any commercial or industrial area with the following stipulations:

- May not vend on any privately owned street (without owner's permission), or where parking/stopping is prohibited.
- Maintain 75 ft. distance from restaurant entrances and outdoor patios.
- Maintain 300 ft. distance from churches/funerals/schools (unless part of a sponsored event).

- Maintain 50 ft. distance from intersections.
- May vend on private property (with owner's permission); however, distances must still be maintained.
- Must park parallel to the curb and vend towards the sidewalk to maintain the safety of patrons and pedestrians.
- May set out small tables/chairs as long as pedestrian traffic is not impeded (commercial and industrial areas only).
- May remain in one location for no more than four hours per day.
- No vending in any City-owned park will be allowed (unless part of a City sponsored/approved event).

Mobile food units would also be authorized to vend in residential neighborhoods. The above stipulations will apply, in addition to the following:

- Vending in residential neighborhoods is limited to the hours of 11:00 a.m. to 8:00 p.m. (unless part of a sponsored event).
- May remain in one location for no more than two hours per day.
- The City will retain the authority to prohibit specified residential streets from inclusion in the program (based on safety complaints from neighbors or home owners' associations).

There were only a few concerns that were noted during the length of the Pilot Program. These included signs in the right-of-way and trucks being parked in driveways overnight. The Code Enforcement Officer reached out to the individuals and these issues were rectified. Staff from the Planning, Building and Fire Departments, in addition to the City's legal counsel, have reviewed the proposed program ordinance.

Previous Action (if applicable):

- June 8, 2020, City Council approved an ordinance extending the Food Truck Pilot Program again to January 31, 2022.
- March 26, 2018, City Council approved an ordinance further extending the Food Truck Pilot Program to January 31, 2020.
- July 13, 2015, City Council approved an ordinance extending and modifying the Food Truck Pilot Program for an additional two-year period.
- March 25, 2013, City Council approved an ordinance implementing a Food Truck Pilot Program that concluded in January, 2015.

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Mobile Vending_Ordinance

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, "LICENSES",
ADDING ARTICLE II, "MOBILE FOOD VENDING"
AND AMENDING CHAPTER 15, 'FOOD ESTABLISHMENTS', SEC. 15-2. 'STORING,
EXHIBITING, SELLING, ETC., FOOD FROM TRUCKS, ETC.,
PROHIBITED; EXCEPTION', OF THE CODE OF THE CITY OF LIBERTY, CLAY
COUNTY, MISSOURI

WHEREAS, a Mobile Food Vendors Pilot Program was approved and implemented within the Central Business District, during designated times, for the period of April 2013 to January 2015; and

WHEREAS, due to limited participation in the initial program, Ordinance No. 10406 approved an expanded Pilot Program that commenced on October 1, 2017, allowing Mobile Food Unit Business Licenses within designated areas of the City, while protecting the public health, safety, general welfare and interest of our citizens and businesses; and

WHEREAS, the expanded Pilot Program also had very limited participation, limiting the ability to gather valuable information to be used by the City in the future development of regulations, and the program was further extended to January 31, 2020; and

WHEREAS, due to ongoing limited participation in the Pilot Program, and business operation disruption resulting from the COVID-19 global pandemic, the ability to develop and discuss regulations was limited, and it was therefore recommended that the expanded Pilot Program be further extended to January 31, 2022;

WHEREAS, approval of this ordinance will incorporate mobile food vending into the City Code of the City of Liberty, Clay County, Missouri.

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

SECTION I

That Article II, 'Licensing for Farmers' Market', of the City Code of the City of Liberty is removed and replaced by Article III. Licensing for Farmers' Market as follows:

ARTICLE III. LICENSING FOR FARMERS' MARKET

Sec. 18-29. Purpose.

The City of Liberty hereby authorizes the streets and parking lots in the vicinity of downtown Liberty to be used for the weekend farmers market. Any weekend farmers market shall be restricted to the downtown area.

Sec. 18-30. Permit required.

Any farmers market within the City of Liberty shall obtain a temporary use permit from the department of planning and development, and shall comply with all city ordinances.

Sec. 18-31. Enforcement.

The enforcement and administration of this article shall be the responsibility of the director of planning and development or his/her designee.

Sec. 18-32. Penalties.

It is unlawful for any person, firm, or corporation to violate, disobey, omit, neglect or refuse to comply with, or to resist enforcement of any of the provisions of this Code or chapter; and any such person, firm or corporation shall, upon conviction, be punished as described in section 22-70.

SECTION II

That Article II, 'Mobile Food Vending', of the City Code of the City of Liberty is hereby added as follows:

ARTICLE II. MOBILE FOOD VENDING

Sec. 18-18 Definitions

- (a) *Mobile Food Vendor* is defined as persons selling food other than fresh fruit or vegetables from a mobile vendor unit. This definition shall not include solicitors, peddlers, or transient merchants.
- (b) *Mobile Food Vending Unit* is defined as a self-contained, vehicle/trailer-mounted food service unit that returns daily to its base of operation as approved by the Clay County Health Department, or the applicable health department of the resident county of the mobile food vendor, and is used for the preparation and/or sale of food products.

Sec. 18-19 Mobile Food Vending Regulations

- (a) **Mobile Food Unit Business License Required.** A valid Mobile Food Unit Business License issued by the Business Licensing division is required prior to setting up or selling merchandise. Licenses shall be attached to the Mobile Vending Unit where they are readily visible.
- (b) **Locations.** Mobile Food Vending is limited to Commercial and Industrial Zoned areas within the City on public streets; and, in

ORDINANCE NO. _____ (CONT.)

private parking lots and on private streets with the written permission of the property owner.

- (c) Residential Vending. Mobile Food Vending licenses will include the provision to vend in residential neighborhoods. Vending would be limited to the hours of 11:00 a.m. to 8:00 p.m. daily, and may only park in one location for no more than two hours at a time (unless part of a sponsored neighborhood event).
- (d) The City reserves the right to eliminate any streets and/or residential neighborhoods where mobile food units are allowed to vend if there are any traffic and/or pedestrians safety concerns.
- (e) City Parks. No Mobile Food Vending (unless part of a City-sponsored or approved event) will be allowed within any City-owned park.
- (f) Permitted Merchandise. Mobile Food Vending is limited to ready to eat food products, hot and cold beverages containing no alcohol, and items related to such merchandise.
- (g) Requirements.

- 1) **May only conduct business parallel towards the sidewalk/curb** (may not park in angled parking spots), from a licensed vehicle or trailer on a public street (four hour parking limit); or, in a private parking lot or on a private road, (with written permission) in Commercial and Industrial zoned areas of the City (special provision for Residential).
- 2) Parking. Required parking for the primary business(es) shall be minimally affected and shall not be brought below what is required by City Code Section 30-83.2.
- 3) Signage. Signage shall be permitted on the vehicle to identify the name of the product or the name of the vendor, and the posting of prices. A separate sandwich board is allowed; however, a single side of the sign shall not exceed six square feet in area. This sign must be located on the same property as and within close proximity to the mobile vending unit and should not be placed on the sidewalk or in the public right-of-way so as to impede pedestrian traffic.
- 4) Garbage disposal. Garbage and recycling receptacles must be made available for patron use and removed from the site daily by the vendor and not placed into City trash receptacles.
- 5) Vendors shall meet all applicable regulations for mobile food units and possess valid health permits from the Clay County Health Department or the applicable health department of the resident county of the mobile food vendor.
- 6) Routine inspections. Any Mobile Food Vendor or Vending

ORDINANCE NO. _____ (CONT.)

Unit that has been issued a notice of health violation by any Department of the State of Missouri which remains uncorrected upon a subsequent inspection shall have its Mobile Food Unit Business License revoked.

- 7) Fire Safety:
 - a. Mobile Food Units must comply with the most recently adopted version of the International Fire Code (IFC), International Mechanical Code (IMC), International Fuel Gas (IFG) and all NFPA standards (Section 319 of the IFC).
 - b. Mobile Food Units have to be inspected annually by a fire department within the metro area and have a current Heart of America Fire Marshal's Group inspection sticker.
 - c. Those units producing grease laden vapors require a fire dept. operational permit, and those with flat-top griddles and/or deep fat fryers shall have a Type 1 exhaust hood containing a code compliant fire suppression system.
- 8) License. All vendors must obtain from the City of Liberty a current Mobile Food Unit Business License.
- 9) Insurance. Applicants must provide proof of a \$1 million general liability insurance policy, issued by an insurance company licensed to do business in the State of Missouri, protecting the licensee and the city, including its officers and employees, from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the license. Such insurance shall not terminate or be cancelled prior to the expiration date without thirty (30) days' advance written notice to the city.

(h) Prohibited Conduct. No vendor shall:

- 1) Leave any vehicle unattended.
- 2) Store, park or leave any vehicle overnight on any street or sidewalk; or, in a driveway blocking the sidewalk.
- 3) Use portable signage, including feather flags or attention seeking devices.
- 4) Leave from any location without first picking up, removing and disposing of all trash or refuse remaining from sales made by the vendor.
- 5) Solicit or conduct business with persons other than pedestrians.
- 6) Place any chairs and/or tables on a public sidewalk so as to impede pedestrian traffic.
- 7) Sell anything other than that for which a license to vend has been issued.

ORDINANCE NO. _____ (CONT.)

- 8) Sound or permit the sounding of any device which produces a loud and raucous noise, or use or operate any loudspeaker, public address system, radio sound amplifier or similar device to attract the attention of the public.
- 9) Allow any item relating to the operation of the vending business to lean against or hang from any building or other structure lawfully placed on public property.
- 10) Discharge fat, oil, grease, or waste water into the sanitary sewer system. All waste shall be properly stored and disposed of at a properly designated disposal location.
- 11) Vend on any paved or traveled portion of a sidewalk or street where vending, parking or stopping is otherwise prohibited, or in any handicapped space, fire lane, or loading area; or any grass or landscaped area.
- 12) Violate any federal, state, county or city law or regulation that pertains to food, beverages or the preparation or selling thereof.
- 13) No vendor selling from a mobile food unit shall:
 - i. Vend on a **public or private street**, or **within a private parking lot that is** within seventy-five (75) feet of the main entrance of a restaurant/retail food establishment (including outdoor patio areas) during the establishment's business hours, unless the establishment gives written permission to the vendor.
 - ii. Vend within five (5) feet from any driveway, utility box or vault, handicapped ramp, building entrance or exit.
 - iii. Vend within eight (8) feet of any fire hydrant or fire escape.
 - iv. Operate within 50 ft. distance from intersections
 - v. Vend within seventy-five (75) feet of any church or funeral home, while such church or funeral home is holding a service.
 - vi. Vend within one-half mile of a special event venue/festival boundary requiring street closure, except when the vendor has written authorization from the festival/event coordinator to operate within the festival boundaries or within one-half mile thereof.
 - vii. Remain in one location for more than four (4) hours per day (unless in a private parking lot with appropriate permission) or for more than two (2) hours per day in residential areas (for selected permits).
- i. Not-for-profit exemption. Non-profit mobile food vendors must be in compliance with all sections of this ordinance; however, they shall be exempt from the license fee.
- j. Safety requirements. All mobile food vendors shall comply with the

ORDINANCE NO. _____ (CONT.)

following requirements: all equipment installed and utensils shall be secured in order to prevent movement during transit and to prevent detachment in the event of a collision or overturn.

- k. Fees. The fee for a revocable Mobile Food Unit Business License under this section shall be in accordance with the Business License Fee Schedule (Sec. 18-16). Payment and proof of insurance are required prior to issuance of the revocable Mobile Food Unit Business License.
- l. Penalties. Will be in accordance with Article I. Administration of Licenses in General.

Sec. 18-20 Mobile Food Unit Business License not required.

Mobile food vendors who sell within a special event venue such as Fall Festival, Liberty Arts Squared Festival, Taste of Liberty etc. are exempt from the requirements of obtaining a Mobile Food Unit Business License. Compliance with all health and safety requirements and regulations must be maintained.

Sec. 18-21 License denial, suspension or revocation.

Any Mobile Food Unit Business License may be denied, suspended or revoked for fraud or misrepresentation in the application for the license or in the conduct of the business, for conduct of the business in such a manner as to create a public nuisance, or constitute a danger to the public health, safety or welfare. Any mobile food vendor whose license is revoked pursuant to this section shall not have the license fee refunded.

Sec. 22-28 Reserved

SECTION III

That Chapter 15, 'Food Establishments', Sec. 15-2. 'Storing, exhibiting, selling, etc., food from trucks, etc., prohibited; exception' is hereby amended by adding the following text (text).

Sec. 15-2. Storing, exhibiting, selling, etc., food from trucks, etc., prohibited; exception.

No person shall store, exhibit or sell any food on or from a truck or any vehicle without first obtaining a Mobile Food Unit Business License, or on or from any open stand, basket or on the ground; except, that a person may sell produce raised by (remove: him on his) them on their own property for a period of thirty days after such food is ready for human consumption.

ORDINANCE NO. _____ (CONT.)

SECTION IV

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject: ADOPTION OF 2023 UTILITY RATES

- 1. ORDINANCE AMENDING SECTION 29-25 (a) “WATER RATES” OF THE CODE OF THE CITY OF LIBERTY, MISSOURI**
- 2. ORDINANCE AMENDING SECTION 29-49.1 “SANITARY SEWER RATES” OF THE CODE OF THE CITY OF LIBERTY, MISSOURI**
- 3. RESOLUTION ADOPTING SOLID WASTE (SANITATION) SERVICE CHARGES**

Summary:

- Bottom-line impact of recommendations equates to a 2.89% increase in all utility costs for the average residential customer on a rate year (April 1 to March 31st) basis
- The monetary increase for the average residential customer using 4,740 gallons of water per month and has a wastewater winter water average of 4,000 gallons equals \$3.49 per month

Background:

Based on the review of the 2023 Water, Wastewater and Solid Waste Fund expenditure budgets, the Budget Committee and staff are recommending an increase in utility rates within all three funds. They are as follows:

Rates

	2022 Rates	Proposed 2023 Rates
Water (4.0% Increase)		
Monthly Customer Charge	\$8.00	\$8.32
<i>Volume Charges</i>		
Minimum Volume Charge - under 1,001 Gals	\$3.36	\$3.49
1,001 to 2,000 Gallons	\$7.21/1,000 gals	\$7.50/1,000 gals
Next 18,000 Gallons	\$5.92/1,000 gals	\$6.16/1,000 gals

Next 80,000 Gallons	\$5.36/1,000 gals	\$5.57/1,000 gals
Over 100,000 Gallons	\$4.19/1,000 gals	\$4.36/1,000 gals

Wastewater (2.0% Increase)

Residential and Commercial Accounts

Monthly Customer Charge	\$8.98	\$9.16
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Volume Charges

Minimum Volume Charge	\$7.64	\$7.79
Over 1,000 Gallons	\$16.62/1,000 gals	\$16.95/1,000 gals

Car Washes

Monthly Customer Charge	\$8.98	\$9.16
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Volume Charges

Minimum Volume Charge	\$7.64	\$7.79
Over 1,000 Gallons	\$15.86/1,000 gals	\$16.95/1,000 gals

Solid Waste (4.0% Increase)	\$18.98/month	\$19.74/month
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Discussion

While water, wastewater and solid waste rates are recommended to increase in 2023, it should be noted that due to Council direction, Budget Committee review and implementation efforts by staff, many cost efficiencies have been incorporated into all three utility budgets. The 2023 rate recommendations within the wastewater fund continue to be lower than what the HDR study recommended. The HDR study was a feasibility study completed before the construction of the wastewater treatment plant in 2012.

Though certain costs in these funds have increased and will increase in the future, the implemented efficiencies have resulted in significant cost avoidance and the capacity of the utility funds to incorporate priority expenditures, such as capital replacement and system maintenance.

The Mayor and City Council, as well as the staff, are all committed to operating our utilities in an appropriate manner. It is paramount to document to Liberty residents that any increases in user rates show improvements to our infrastructure, as rehabilitation and repair of our aging utilities must be a priority. The City has implemented and must continue to seek additional operating efficiencies. Cost containment, when possible, must be factored into the budget, but such actions should not be done in a manner that sacrifices true requirements. Every effort must be made to act deliberately to ensure the fiscal and operational integrity of these community assets, while at the same time being sensitive to the cost to our residents.

Previous Action (if applicable):

Utility Rate Public Hearing held March 13, 2023

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X Budget Committee	Completed/Recommended: 10/19/2022
Other:	Completed/Recommended:

Financial Considerations:

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

Attachments:

1. Water Rate Ordinance 2023 Budget
2. Wastewater Rate Ordinance 2023 Budget
3. Solid Waste Rate Resolution 2023 Budget

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 29-25 (a) "WATER RATES"
OF THE CODE OF THE CITY OF LIBERTY, MISSOURI

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

SECTION I

Section 29-25 (a) "Water Rates" of the Code of the City of Liberty, Clay County, Missouri is hereby amended as follows:

Replace (a) Users inside city limits, with the following:

(a) Users inside the city limits:

WATER RATES

Effective with April 2023 water usage, the water rates for residential and commercial customers shall be:

Monthly Customer Charge	\$8.32
Volume Charges	
Minimum Volume Charge	\$3.49
1,001 to 2,000 Gallons	\$7.50 per 1,000 gallons
2,001 to 20,000 Gallons	\$6.16 per 1,000 gallons
20,001 to 100,000 Gallons	\$5.57 per 1,000 gallons
Over 100,000 Gallons	\$4.36 per 1,000 gallons

SECTION II

This ordinance shall be in full force and effect upon 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

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 29-49.1 "SANITARY SEWER RATES"
OF THE CODE OF THE CITY OF LIBERTY, MISSOURI

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

SECTION I

Section 29-49.1 "Sanitary Sewer Rates" of the Code of the City of Liberty; Clay County, Missouri is hereby amended so that the same shall read as follows:

WASTEWATER RATES

Effective with April 2023 water usage, the wastewater (sanitary sewer) user rates (per 1,000 gallons of water used) shall be:

Residential and Commercial Accounts

Monthly Customer Charge \$9.16

Volume Charges

Minimum Volume Charge \$7.79

1,001 and above Gallons \$16.95 per 1,000 gallons

Car Washes

Monthly Customer Charge \$9.16

Volume Charges

Minimum Volume Charge \$7.79

1,001 and above Gallons \$16.18 per 1,000 gallons

The wastewater (sewer) service charge for one and two family dwellings shall be determined by applying the current wastewater (sewer) service charge to the average water consumption as specified on the December, January, February and March water bills provided the customer currently occupying that unit has an established water service record for those months. The quantity established by averaging shall be recalculated each April.

The sewer service charge for all other customers shall be determined by applying the wastewater (sewer) service rate to the current month's water consumption.

SECTION II

This ordinance shall be in full force and effect upon 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

RESOLUTION NO. _____

RESOLUTION ADOPTING SOLID WASTE (SANITATION) SERVICE CHARGES

WHEREAS, the City Council of the City of Liberty, Missouri has determined that a service charge is necessary for the collection and disposal of solid waste materials; and

WHEREAS, service charge rates have been developed by the City through a cost analysis of providing services; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri as follows:

1. The rate for weekly residential curbside collections of solid waste materials shall be \$19.74 per month.
2. The solid waste exemption rate for individuals eligible under section 17-8 of the Code of Ordinances of the City of Liberty, Missouri shall be fifty percent (50%) of the non-recycling waste element of the solid waste rate.
3. The provisions of this resolution shall be effective on April 1, 2023.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



CITY COUNCIL ACTION REPORT

Meeting Date: [Click here to enter a date.](#)

A/R No.: [Click here to enter text.](#)

Department: Finance

Submitted by: Vicki McClure
Finance Director

SUBJECT: 2022 Encumbrances

Summary:

- Approve an Ordinance Amending Ordinance No. 11690 Adoption of the 2023 Budget for the City of Liberty, Missouri
- Approve an Ordinance Amending Ordinance No. 11691 Adoption of the 2023 Park Department Budget for the City of Liberty, Missouri
- The 2023 adopted budget does not include 2022 open encumbrances
- The 2022 encumbrances are 2022 commitments related to contracts for goods or services approved in 2022
- These commitments are a result of items appropriately approved either by Council or Administration in 2022
- The value of the goods and services were either partially received or not received in 2022 and, due to the status of receipt, the commitment was either partially or not paid out in 2022
- Remaining 2022 funds for the commitments are reserved as part of the end of the year close out process
- These reserved funds must be appropriated in 2022 and be available to incur the close of expenses associated with the 2022 commitments
- Approval of encumbrances is a housekeeping item that balances budgeted funds between fiscal years

Background:

The City's financial system uses an encumbrance process when purchase orders are issued. An encumbrance reserves the budgeted funds for each open purchase order. The City's purchasing policy requires a purchase order be issued for all projects and individual items in excess of \$5,000 and/or purchases that require a signed contract for any dollar amount.

As part of the year-end accounting process, Finance analyzes all open purchase orders to determine their year-end status. This analysis details which purchase orders need to be canceled (goods received/services complete) and which ones are to be classified as encumbrances.

Encumbrances result from an approved 2022 purchase which due to the timing of the receipt of the good or service cannot be paid by the end of the 2022 fiscal year, but will be paid in 2023 when

City Council Action Report

Page 2

the goods are received or the service completed. To ensure proper budgetary treatment of all encumbrances, open amounts are totaled by fund and reservations on fund balances are made during the 2022 year-end close.

In 2023, the bills are actually paid. Therefore, there is a need to appropriate the value of each item encumbered into the 2023 budget. The source of the additional budget appropriation is effectively from the reserved fund balance.

This sort of treatment is prescribed by accounting requirements, is a housekeeping item and does not represent new 2023 funds for departments to use. It only balances prior and current year budgetary actions brought on by end of the year close out requirements.

Adoption of this proposed ordinance approves the 2022 year-end open encumbrances in the amount of \$4,798,960.64 to be recorded as part of the 2023 budget. A complete detailed list of open encumbrances is attached.

Previous Action (if applicable):

City Council approved the 2023 fiscal year budget with Ordinance Number 11690 and 11691 in December 2022.

Policy/Committee Review:

☐ Citizen Sales Tax Oversight Committee	Completed/Recommended: Click here to enter a date.
☐ Public Safety Sales Tax Oversight Committee	Completed/Recommended: Click here to enter a date.
☐ Budget Committee	Completed/Recommended: Click here to enter a date.
☐ Other: Choose an item.	Completed/Recommended: Click here to enter a date.

Financial Considerations:

☐ Budgeted	Line Item: Click here to enter text. Line Item: Click here to enter text.	Amount: Click here to enter text. Amount: Click here to enter text.
	Revenue Line (if applicable): Click here to enter text.	Amount: Click here to enter text.
☐ Non-Budgeted	Line Item: Click here to enter text. Line Item: Click here to enter text.	Amount: Click here to enter text. Amount: Click here to enter text.
	Funding Source: Choose an item.	Amount: Click here to enter text.
☐ Not Applicable		

<u>Attachments:</u>
• • •
• Other: Click here to enter text.

ORDINANCE NO. _____

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. – 11690
ADOPTION OF THE 2023 BUDGET FOR THE CITY OF LIBERTY, MISSOURI

WHEREAS, Council adopted Ordinance No. 11690 Adoption of the 2023 Budget for the City of Liberty, Missouri; and,

WHEREAS, due to 2022 encumbrances not being expended in the year they were initially budgeted; and,

WHEREAS, there is a requirement to appropriate them into 2023;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby amends Ordinance No. 11690 as follows:

ORDINANCE NO. _____

2023 Budget Amendments - 2022 Encumbrances	Accounts	Amount	Budget Action	Debit/Credit
<u>General Fund</u>				
Police	10.40.500.18.5601	11,100.00	Increase	Debit
Police	10.40.500.18.5601	12,002.50	Increase	Debit
Police	10.40.500.18.5601	3,821.85	Increase	Debit
Police	10.40.500.18.5606	16,132.67	Increase	Debit
Police	10.40.500.36.7201	43,316.00	Increase	Debit
Police	10.40.501.04.5050	1,317.45	Increase	Debit
Police	10.40.501.04.5050	1,526.15	Increase	Debit
Police	10.40.501.04.5051	3,320.00	Increase	Debit
Fire	10.50.300.14.5553	173,620.94	Increase	Debit
Information Services	10.90.132.12.5455	6,577.41	Increase	Debit
Information Services	10.90.132.14.5555	5,316.00	Increase	Debit
Information Services	10.90.132.36.7201	3,721.00	Increase	Debit
Information Services	10.90.132.36.7201	7,974.00	Increase	Debit
City Wide	10.95.140.36.7201	69,146.29	Increase	Debit
City Wide	10.95.140.36.7201	3,078,269.00	Increase	Debit
City Wide	10.95.140.38.5989	5,574.00	Increase	Debit
City Wide	10.95.140.38.5989	5,910.64	Increase	Debit
Fund Balance	10.2950	3,448,645.90	Decrease	Credit
<u>ARPA Fund</u>				
Public Works	12.95.140.36.7201	329,998.00	Increase	Debit
Fund Balance	12.2950	329,998.00	Decrease	Credit
<u>Capital Sales Tax Fund</u>				
Public Works	50.70.201.36.7201	66,992.00	Increase	Debit
Public Works	50.70.201.36.7201	150,872.00	Increase	Debit
Public Works	50.75.606.14.5626	15,025.00	Increase	Debit
Public Works	50.77.653.08.7522	4,450.00	Increase	Debit
Public Works	50.77.653.36.7510	4,905.30	Increase	Debit
Fund Balance	50.2950	242,244.30	Decrease	Credit
<u>Transportation Sales Tax Fund</u>				
Public Works	52.75.607.14.5501	9,816.75	Increase	Debit
Public Works	52.75.607.14.5501	98,322.50	Increase	Debit
Public Works	52.75.607.14.5625	35,288.20	Increase	Debit
Public Works	52.75.607.14.5626	225,000.00	Increase	Debit
Fund Balance	52.2950	368,427.45	Decrease	Credit
<u>Economic Development Sales Tax</u>				
Economic Development Sales Tax	56.70.630.38.5850	36,535.86	Increase	Debit
Fund Balance	56.2950	36,535.86	Decrease	Credit
<u>Fire Sales Tax</u>				
Fire Sales Tax Fund	58.50.325.18.5601	20,005.69	Increase	Debit
Fire Sales Tax Fund	58.50.325.36.7202	4,040.46	Increase	Debit
Fund Balance	58.2950	24,046.15	Decrease	Credit
Total All Debits		4,449,897.66	Increase	Debit
Total All Credits		4,449,897.66	Decrease	Credit

SECTION II

The City Administrator is hereby authorized to expend the funds as set forth in the 2023 budget, as amended, in accordance with applicable ordinances or resolutions governing the purchases of goods and services.

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

ORDINANCE NO. _____ (CONT.)

CITY OF LIBERTY, MO						
OPEN ENCUMBRANCES AS OF 12/31/2022						
P.O.	START	ENCUMBRANCE	OUTSTANDING	VENDOR		
220136	11/18/2022	POL ASSUALT SHIELDS	11,100.00	286	ABM SUPPLY	10.40.500.18.5601
220144	12/7/2022	POL ANETNNA RADAR	12,002.50	6840	STALKER RADAR INC	10.40.500.18.5601
220150	12/30/2022	POL TASER CARTRIDGE ORDE	3,821.85	5393	AXON ENTERPRISES INC	10.40.500.18.5601
220119	9/9/2022	POL UPFITTING FOR VAN	16,132.67	487	VISION UPFITTERS	10.40.500.18.5606
220140	11/30/2022	POL BODY/VEHICLE CAMERAS	43,316.00	438	UTILITY ASSOCIATES	10.40.500.36.7201
220137	11/18/2022	POL SPONGE ROUND/FLASH	1,317.45	5587	911 CUSTOM LLC	10.40.501.04.5050
220143	12/7/2022	POL TACTICAL SUPPLIES	1,526.15	598	O P TACTICAL	10.40.501.04.5050
220145	12/7/2022	POL RIFLES	3,320.00	5090	ROCK RIVER ARMS INC	10.40.501.04.5051
220127	10/26/2022	FIRE NEW SIRENS	173,620.94	8345	FEDERAL SIGNAL CORPORATI	10.50.300.14.5553
210124	10/1/2021	IS CISCO 8300 ROUTERS	6,577.41	6410	CONVERGEONE INC	10.90.132.12.5455
220053	3/23/2022	IS MIGRATION FOR IPT	5,316.00	6410	CONVERGEONE INC	10.90.132.14.5555
220067	4/13/2022	IS CISCO UNIFIED PLATFOR	3,721.00	6410	CONVERGEONE INC	10.90.132.36.7201
220110	8/17/2022	IS VEEAM PRO SERVICES	7,974.00	6410	CONVERGEONE INC	10.90.132.36.7201
210137	10/29/2021	IS ARCTIC WOLF	69,146.29	4267	TECHNOLOGY GROUP Solutio	10.95.140.36.7201
220147	12/20/2022	CITY HALL ATRIUM	3,078,269.00	5678	J E DUNN CONSTRUCTION	10.95.140.36.7201
210145	11/29/2021	DESIGN/BUILD CITY HALL	5,574.00	5678	J E DUNN CONSTRUCTION	10.95.140.38.5989
220072	4/18/2022	PRKS MASTER PLAN PROJECT	5,910.64	504	LANDWORKS STUDIO, LLC	10.95.140.38.5989
			3,448,645.90			
220029	1/26/2022	CCTR NATATORIUM HVAC	329,998.00	5408	HEARTLAND MECHANICAL SER	12.95.140.36.7201
			329,998.00			
220039	2/22/2022	PW DUMP TRUCK CHASSIS	66,992.00	338	PREMIER TRUCK GROUP OF K	50.70.201.36.7201
220051	3/16/2022	PW DUMP BED, 2 SNOWPLOW	150,872.00	2545	KNAPHEIDE TRUCK EQUIPMEN	50.70.201.36.7201
210074	5/25/2021	TRAFFIC SIGNAL MAINT	15,025.00	6424	BLACK & MCDONALD ELECTRI	50.75.606.14.5626
220018	1/24/2022	STORMWATER PROGRAM	4,450.00	5913	LUEBBERT ENGINEERING	50.77.653.08.7522
210016	1/22/2021	PRESTON SKYLINE STORM	4,905.30	726	AGC ENGINEERS INC	50.77.653.36.7510
			242,244.30			
210008	1/19/2021	PW WITHER& HOLT TRAFFIC	9,816.75	6018	HDR ENGINEERING INC	52.75.607.14.5501
220134	11/16/2022	PW TASK ORDER #7	98,322.50	6018	HDR ENGINEERING INC	52.75.607.14.5501
220048	3/2/2022	SIDEWALK/ TRAIL PROJECT	35,288.20	471	VSM ENGINEERING LLC	52.75.607.14.5625
220135	11/16/2022	PW 291/BLUE JAY-STEWART	225,000.00	6939	TRANSYSTEMS	52.75.607.14.5626
			368,427.45			
220091	6/1/2022	P&D COMPREHENSIVE PLAN	36,535.86	9235	OLSSON ASSOCIATES	56.70.630.38.5850
			36,535.86			
210063	4/27/2021	FIRE BUNKER GEAR REPLACE	20,005.69	3684	CONRAD FIRE EQUIPMENT IN	58.50.325.18.5601
210112	9/14/2021	FIRE COMPUTER EQUIPMENT	4,040.46	4299	ZONES INC	58.50.325.36.7202
			24,046.15			
		Total All Debits	4,449,897.66			
		Total All Credits	4,449,897.66			

ORDINANCE NO. _____

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. – 11691 ADOPTING THE ANNUAL
PARK AND PARKS SALES TAX BUDGETS
FOR THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI
FOR THE FISCAL YEAR 2023

WHEREAS, Council adopted Ordinance No. 11691 Adoption of the 2023 Park Department Budget for the City of Liberty, Missouri; and,

WHEREAS, due to 2022 encumbrances not being expended in the year they were initially budgeted; and,

WHEREAS, there is a requirement to appropriate them into 2023;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby amends Ordinance No. 11691 as follows:

2023 Budget Amendments - 2022 Encumbrances	Accounts	Amount	Budget Action	Debit/Credit
<u>Parks Sales Tax Fund</u>				
Parks	54.60.415.36.7402	303,809.98	Increase	Debit
Fund Balance	54.2950	303,809.98	Decrease	Credit
<u>Sports Complex</u>				
Parks	61.60.458.36.7402	13,959.00	Increase	Debit
Parks	61.60.458.36.7402	19,854.00	Increase	Debit
Parks	61.60.458.36.7402	11,440.00	Increase	Debit
Fund Balance	61.2950	45,253.00	Decrease	Credit
Total All Debits		349,062.98	Increase	Debit
Total All Credits		349,062.98	Decrease	Credit

SECTION II

The City Administrator is hereby authorized to expend the funds as set forth in the 2023 budget, as amended, in accordance with applicable ordinances or resolutions governing the purchases of goods and services

ORDINANCE NO. _____ (CONT.)

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

ORDINANCE NO. _____ (CONT.)

CITY OF LIBERTY, MO						
OPEN ENCUMBRANCES AS OF 12/31/2022						
P.O.	START	ENCUMBRANCE	OUTSTANDING	VENDOR		
-----	-----	-----	-----	-----	-----	-----
220113	8/24/2022	PKS EXTERIOR IMPROVEMENT	303,809.98	8127	MTS CONTRACTING INC	54.60.415.36.7402
			303,809.98			
220128	10/26/2022	PRKS SCOREBOARD	13,959.00	5733	DAKTRONICS INC	61.60.458.36.7402
220129	11/8/2022	PRKS SIDEWALK	19,854.00	591	WIL-PAV, INC.	61.60.458.36.7402
220131	11/8/2022	PKS SIDEWALK	11,440.00	6607	DOWNEY CONSTRUCTION, INC	61.60.458.36.7402
			45,253.00			
		Total All Debits	349,062.98			
		Total All Credits	349,062.98			



CITY COUNCIL ACTION REPORT

Meeting Date: March 13, 2023

A/R No.: 2023-431

Department: Parks & Recreation

Submitted By: BJ Staab, Director Parks & Recreation

Subject: RESOLUTION ACCEPTING THE “IMAGINE LIBERTY 2032” PARKS AND RECREATION MASTER PLAN

Summary:

- Included as a part of the Council approved FY2022 budget was funding through the general fund for a Parks and Recreation master plan in an amount not to exceed \$75,000.
- Staff publicly advertised RFQ# 22-15 for a consultant to conduct a comprehensive master plan.
- Landworks Studio was selected and approved at the City Council meeting on April 11, 2022.
- Landworks Studio completed a 10-month planning process including an inventory and assessment of 13 parks, 11 trails, 2 recreational facilities and 87 recreational programs.
- Engagement efforts included direct participation by no fewer than 550 members of the public through physical, online, and in-person means.
- Statistically valid, data-driven recommendations were provided to span a 15-year horizon.
- The Master Plan details 5 main goals with multiple objectives within each.

Background:

The Liberty Parks and Recreation Board desires the park system to be a key player in the creation of a *destination community* that both retains current and attracts new residents, businesses, and visitors to Liberty. This master plan will develop a road map for the next 5-15 years for Liberty's park and recreation system.

Landworks Studio completed a 10-month process that included 5 phases: Initiation, Discovery, Analysis, Visioning, and Implementation. The Consultants inventoried and assessed parks, trails, facilities, and recreational programming throughout the process. Engagement efforts included direct participation by no fewer than 550 members of the public through physical, online, and in-person means.

The IMAGINE Liberty 2032 Parks and Recreation Master Plan Goals consists of 5 categories.

- Create Connections: trail development
- Gain Home Court Advantage: expand indoor recreation
- Rejuvenate Neighborhoods: improvements to existing neighborhood parks
- Return to Nature: development of natural areas

- Grow with Purpose: improvements to department operations aimed at long-term growth

Previous Action (if applicable):

- Park Board reviewed and approved the Master Plan at their March 2, 2023 meeting.
- City Council Study Session presentation on March 6, 2023.

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: 03/02/2023

Financial Considerations:

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

Attachments:

1. LPR Master Plan Resolution

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE “IMAGINE LIBERTY 2032”
PARKS AND RECREATION MASTER PLAN

WHEREAS, the City Council of the City of Liberty, Missouri (the “City”) is committed to providing the highest quality parks, programs, services and facilities; and

WHEREAS, the Parks and Recreation Master Plan will guide Staff, Park Board and City Council for the next 10 years; and

WHEREAS, the new Plan incorporates previously approved plans or related matters for the City while using new community feedback and statistically valid data to develop goals, objectives and action items; and

WHEREAS, the Plan resulted in five foundational goals: Create Connections, Gain Home Court Advantage, Rejuvenate Neighborhoods, Return to Nature, and Grow with Purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI, that the acceptance of the “IMAGINE LIBERTY 2032” PARKS AND RECREATION MASTER PLAN is hereby approved, incorporated by reference herein and available for review as required by law;

PASSED by the City Council and APPROVED by the Mayor of the City of Liberty, Missouri, this ____ day of _____, 2023.

Mayor

ATTEST:

Deputy City Clerk



CITY COUNCIL ACTION REPORT

Meeting Date: March 13, 2023

A/R No.: 2023-432

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant
Director Parks

Subject: ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT
WITH FRY AND ASSOCIATES, INC. FOR THE PURCHASE AND INSTALLATION
OF A NEW PLAYGROUND SAFETY SURFACE AT BENNETT PARK
PLAYGROUND IN AN AMOUNT NOT TO EXCEED \$44,126.50

Summary:

- Bennett Park Playground for 2-5-year-old children has reached its useful life and is due for replacement.
- Located near shelter #1 in Bennett Park.
- Included as a part of the Parks and Recreation Department FY2023 operation budget for equipment replacement.
- Staff utilized a cooperative pricing agreement to procure pricing for the new playground rubber safety surface.
- Staff secured a grant from The State of Missouri scrap tire grant program to help cover the cost of a new poured-in-place rubber playground safety surface.
- Resolution No. 3258 authorizing the filing of a grant application with the Missouri Department of Natural Resources was passed by City Council on July 11, 2022.
- This grant provided reimbursement for the costs associated with the use of recycled materials.

Background:

The Parks and Recreation Department continually reviews the playground inventory within the parks system, evaluating and prioritizing replacement and repair needs. The Bennett Park north playground equipment and safety surfacing was identified as the highest priority in need for replacement based on its age and increasing maintenance issues.

The current safety surface utilizes engineered wood fiber (EWF) which has a high level of regular maintenance, high lifetime costs and regularly exhibits a compromised accessible surface for children using mobility devices. An EWF surface often washes away and moves after each heavy rain creating the potential to reduce fall protection safety requirements, accessibility standards, areas of ponding water and mud holes.

Authorized by Resolution No. 3258, the Parks and Recreation Department applied to the State of Missouri scrap tire reimbursement grant program to help cover the cost of a poured-in-place rubber safety surface for the playground designed for the 2-5-year-old children's area at Bennett Park. Through this grant, the City was awarded a reimbursement grant of \$31,872 for the safety surface materials and installation.

Staff recommends the approval of an agreement with FRY and Associates Inc. for purchase and installation of playground safety surfacing utilizing the Greenbush Coop pricing agreement in the amount of \$44,126.50. This will be funded from the park operations budget. A reimbursement of \$31,872 from the Missouri Department of Natural Resources will be applied upon completion of the project.

Approved by the Park Board on Thursday, March 2, 2023.

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: March 2, 2023

Financial Considerations:

X	Budgeted:	Line Item: 60.60 420.14.5582	Amount: \$44,126.50
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. FRY rubber surface Ordinance
2. Contract -FRY- Bennett Park Safety Surface

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH FRY AND ASSOCIATES, INC. FOR THE PURCHASE AND INSTALLATION OF A NEW PLAYGROUND SAFETY SURFACE AT BENNETT PARK PLAYGROUND IN AN AMOUNT NOT TO EXCEED \$44,126.50

WHEREAS, the Liberty Parks and Recreation Department Capital Improvement budget was approved with funds to replace the Bennett Park small child playground in the 2023 budget; and

WHEREAS, the City of Liberty was awarded a Rubber Tire reimbursement grant to add a poured-in-place rubber safety surface to the small child playground at Bennett Park in the amount of \$31,872 (Approved Resolution No. 3258).

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 guaranteed pricing agreement by and between the City of Liberty and FRY and Associates, Inc., 101 E, 15th Ave., North Kansas City, MO 64116, in an amount not exceed FORTY-FOUR THOUSAND ONE HUNDRED TWENTY-SIX and 50/100 DOLLARS (\$44,126.50) for materials and installation at Bennett Park, 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 AGREEMENT WITH FRY AND ASSOCIATES, INC. FOR THE PURCHASE AND INSTALLATION OF A NEW PLAYGROUND SAFETY SURFACE AT BENNETT PARK PLAYGROUND IN AN AMOUNT NOT TO EXCEED \$44,126.50.

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

This agreement is made and entered into this **13th day of March, 2023**, by and between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, 101 E. Kansas St., a municipal corporation hereinafter referred to as CITY, and FRY and Associates Inc., **101 E. 15th Ave., North Kansas City, MO 64116**, hereinafter referred to as the Contractor.

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 was approved on **March 13, 2023** and is effective as of **March 13, 2023**, and shall remain in effect as described within.

**ARTICLE I
THE WORK**

Contractor agrees to perform all work and provide all materials as specified in Bid Request PK23-15 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 TIME OF COMMENCEMENT AND COMPLETION

The work must be completed with 120 days of notice to proceed. The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in an amount not to exceed **\$44,126.50**.

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

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

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

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in 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 his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

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

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

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

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

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

deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VIII 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 materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Clay County Annual Wage Order #24). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE IX TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this 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 X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion.

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI
NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIII
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: _____
Sarah Ranes, Deputy City Clerk

(SEAL)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A

Proposal Attached

**CITY OF LIBERTY, MISSOURI
PK23-15**

Appendix B

Standard Terms and Conditions

All bid/quote/RFQ/RFP 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 30 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

P. Prevailing Wage Requirements

1. **Not less** than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for the work under the contract, **must** be paid to all workers performing work under the contract.
2. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.
3. The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under section [292.675](#), RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.
4. The contractor will forfeit a penalty to the contracting public body of \$2,500 plus additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
5. Every transient employer, as defined in section [285.230](#), RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section [285.234](#), RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.



CITY COUNCIL ACTION REPORT

Meeting Date: March 13, 2023

A/R No.: 2023-433

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE APPROVING AN AGREEMENT WITH LUEBBERT
ENGINEERING FOR PROFESSIONAL STORM WATER CONSULTATION
SERVICES IN THE AMOUNT NOT TO EXCEED \$9,950.00

Summary:

- Acceptance of a sole service agreement in the amount of \$9,950.00 with Luebbert Engineering for Stormwater consultation.

Background:

Pursuant to the Federal Water Pollution Control Act and in compliance with the Missouri Clean Water Law, the City of Liberty holds and maintains General State Operating Permit MOR04C027 (NPDES MS4). This General Permit is both Liberty's federal discharge permit and state operating permit. This report involves the acceptance of an agreement for the consulting services of Luebbert Engineering.

Luebbert Engineering's proposal (attached) covers all of the compliance activity required for Liberty to maintain compliance with the above referenced permit. Funding for the agreement comes from 50.77.653.08.7522 "NPDES Expenses". Funds from this line item are typically allocated as follows:

- \$9,950 for stormwater consultant compliance contract. *Provides professional insight and assistance from Luebbert Engineering, a firm which specializes in NPDES MS4 StormWater permit compliance.*
- \$4,500 for annual renewal of MARC stormwater quality education committee. *Provides regional storm water quality insight and opportunities, contributes to satisfying stormwater quality education component and provides Liberty a committee vote.*
- Remaining balance is used as needed for re-supply of storm drain marking program supplies and misc expenses associated with the NPDES MS4 stormwater compliance annual report fees.

Luebbert Engineering's agreement is a sole service contract. Luebbert Engineering has provided consulting services to Liberty for the past 16 years and has been instrumental in building the City's StormWater Management Program and ensuring continued compliance. Luebbert Engineering provides a combination of professional insight and intimate knowledge of Liberty's Storm Water program that cannot be replicated or replaced.

Staff recommends the approval of a sole source consulting service agreement with Luebbert Engineering in the amount of \$9,950.00.

Previous Action (if applicable):

- 16 previous annual agreements for consulting services.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 50.77.653.08.7522	Amount: \$9,950.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2023-433 Approve Agreement Luebbert Engineering - ORD
2. Luebbert Engineering 2023 Proposal

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT WITH LUEBBERT ENGINEERING FOR
PROFESSIONAL STORM WATER CONSULTATION SERVICES IN THE AMOUNT
NOT TO EXCEED \$9,950.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement by and between the City of Liberty and Luebbert for Professional Storm Water Consultation Services in the amount not to exceed NINE THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$9,950.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

February 3, 2023

VIA E-MAIL

City of Liberty – Public Works
Attn: John Findlay, P.E.
101 E. Kansas Street
Liberty, Missouri 64068

**Re: Assistance with 2023 Stormwater Program (MS4 Permit Compliance)
Agreement for Professional Services**

Dear Mr. Findlay:

Thank you for considering Luebbert Engineering to provide professional services related to the City's stormwater program and MS4 permit compliance in 2023. I appreciate the long relationship we have had in this endeavor. Since 2007, Luebbert Engineering has provided a continuity for the stormwater program through multiple City Engineers and Public Works Directors. Over the years, we have weathered the storms of both a detailed EPA audit and in depth MDNR inspection, overhauled the stormwater ordinances (and other related ordinances and design guidance) to be compliant with the permit, implemented outfall inspections, developed documented policies and procedures as required by the permit, trained a wide variety of municipal employees on multiple water quality topics, inspected municipal maintenance facilities to ensure good housekeeping best management practices have been implemented, and completed numerous reports providing required documentation for the program. I am proud to have been a part of such an ongoing effort to protect the water quality of your community.

A detailed list of work to be completed during this fiscal year is listed below in the Basic Services Summary. Our total compensation, not including reimbursable expenses, for all of our services listed in the Basic Services Summary will not exceed **\$9950**. This amount will not be exceeded without prior written consent. Reimbursable expenses (out-of-pocket expenses such as printing and delivery charges) are not included in the \$9950 above and will be billed at actual cost as they occur. Alternatively, electronic files can be provided, and copies made by the City.

You will be invoiced within 60 days of completed services based on the number of hours expended toward completing the Basic Services. The hourly rate is \$125.00/hour for the principal engineer. All invoices are due and payable on receipt and will be considered past due if payment is not received within 30 days. Once invoices are past due, an interest charge will accrue to your account at the rate of one and one-half percent (1½%) per month, and we will retain the right to cease work until satisfactory arrangements are made to settle the account.

We expect to begin our services after receipt of your acceptance of this proposal. We will complete our work with all due diligence and in a timely manner. If there are protracted delays, for any reason, we will notify you immediately. You agree to provide all necessary information for the performance of our services within a reasonable time after it is requested, and Luebbert Engineering will be given timely access to any information, as necessary, to complete the Basic Services.

City of Liberty – Public Works
February 3, 2023
Page 2

The primary points of contact are listed below. Each of these contacts will receive all correspondence or notices regarding this project. The following indicates the preferred postal and email addresses as well as phone numbers for said contacts.

Luebbert Engineering
Christina Luebbert, P.E., LEED AP
304 Travis Court
Jefferson City, MO 65101
Phone: (573) 291-6567
E-mail: cluebbert6567@gmail.com

City of Liberty – Public Works
John Findlay, P.E.
101 E. Kansas Street
Liberty, MO 64068
Phone: (816) 439-4502
Email: jfindlay@libertymo.gov

This agreement, along with the attached Basic Services Summary and Terms and Conditions (2 pages), represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit Luebbert Engineering's liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If, after your review, you are not in agreement with any provision contained in the Terms and Conditions, please contact us so that we may address your concern. Otherwise, if these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this letter agreement in the space provided below and return it to us. This proposal is open for acceptance until February 28, 2023.

We appreciate this opportunity to provide you with this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

LUEBBERT ENGINEERING

By: Christina Luebbert
Christina L. Luebbert, P.E., LEED AP
Principal Engineer

Accepted this ____ day of _____, 2023.

CITY OF LIBERTY – PUBLIC WORKS

Name:

Title:

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated February 3, 2023, by and between City of Liberty - Public Works and Luebbert Engineering, in respect to the stormwater program and MS4 compliance assistance during 2023.

SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, Luebbert Engineering will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of Luebbert Engineering's work. Luebbert Engineering assumes no responsibility to perform any services not specifically listed.

- Status meeting (February 2023)
- Prepare annual report and associated submittal forms (due February 28, 2023)
- Assist with developing talking points for presentation to City Council on the status of the stormwater program
- Meeting with Building Inspectors and Public Works Inspectors to discuss best process to meet all permit requirements related to post-construction BMP inspections (aiming for March 2023)
- Coordinate with City GIS staff to review designation of "Waters of the State" and outfall designations; Review "priority areas" designation
- Work with City GIS and Engineering staff to review how other post-construction BMPs (other than detention basins) are to be inventoried and inspected
- Assist with miscellaneous compliance activities, inspections and training as needed

ADDITIONAL SERVICES

If agreed to by the client and Luebbert Engineering, we will provide Additional Services. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services as agreed to by the client and Luebbert Engineering.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 13, 2023

A/R No.: 2023-436

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE ACCEPTING A PUBLIC SANITARY SEWER MAIN
EASEMENT FOR A SANITARY SEWER MAIN EXTENSION

Summary:

- Public Sanitary Sewer Main Easement is required for a public sanitary sewer main extension

Background:

To facilitate a public sanitary sewer main extension for future development north of the South Liberty Parkway, such as the Prominence Commercial and Residential Developments, a sanitary sewer main easement is needed to allow for its construction and future extension. The public-main extension is from an off-site existing City of Liberty public sanitary sewer main, south of South Liberty Parkway. The connection will provide gravity sanitary sewer service to the proposed Prominence Commercial and residential developments. A Public Sanitary Sewer main easement has been dedicated by NP Liberty CC Building IV, LLC. The easement was obtained at no cost to the City. The easement will allow the first phase of the public-main extension to be constructed.

Staff recommends acceptance of the Public Sanitary Sewer Main Easement from NP Liberty CC Building IV, LLC.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. 2023-436 Accept Pub San NP_Davis ORD
2. 2022034042 Bk 9467 Pg 106 Sewer Easement (Northpoint)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PUBLIC SANITARY SEWER MAIN EASEMENT FOR A
SANITARY SEWER MAIN EXTENSION

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby accepts from
NP Liberty CC Building IV, LLC a public easement for sanitary sewer mains. Copies of said
public easements are attached hereto and made a part hereof as though more fully set out
herein.

SECTION III

The City Council of the City of Liberty, Clay County, Missouri, hereby directs public
easement to be filed with this ordinance after being recorded with the Office of the Recorder
of Deeds of Clay County, Missouri.

SECTION IV

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

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Recorded in Clay County, Missouri

Date and Time: 10/19/2022 at 03:56:33 PM

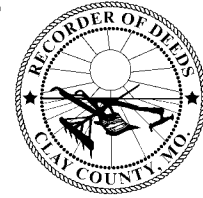
Instrument Number: 2022034042

Book: 9467 Page: 106

Instrument Type: EASE

Page Count: 8

Recording Fee: \$45.00 S



Electronically Recorded

Katee Porter, Recorder

Title of Document: Easement for Public Sanitary Sewer Mains

Date of Document: September 22, 2022

Grantor(s): NP Liberty CC Building IV, LLC, a Missouri limited liability company

Grantee(s): The Mayor, City Councilmen and the Citizens of the City of Liberty, a municipal corporation of the State of Missouri

Grantee's Mailing Address(es): 101 E. Kansas Street, Liberty, MO 64068

Legal Description:

SEE ATTACHED EXHIBIT "A"

Reference Book(s) and Page(s):

Katee Porter, Recorder of Deeds

EASEMENT FOR PUBLIC SANITARY SEWER MAINS

SEC 25 T 51N R 32W

THIS AGREEMENT, made this 22ND day of September, 2022, by and between: NP Liberty CC Building IV, LLC, a Missouri limited liability company, **GRANTOR**, and THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, **GRANTEE**, **GRANTEE'S mailing address 101 E. Kansas Street, Liberty, MO 64068.**

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged), does hereby grant, and convey, without warranty, unto **GRANTEE**, subject to matters of record and the existing rights of others affecting the rights and easement granted hereunder, if any, a non-exclusive permanent easement and right-of-way to locate, construct, reconstruct, maintain, remove, operate, replace and repair a public utility sanitary sewer, structure, conduit, and any and all appurtenances incident thereto over, upon, under, and through the tract owned by GRANTOR in said City of Liberty, Clay County, Missouri, legally described in Exhibit A attached hereto ("Grantor's Tract"). The sanitary sewer easement hereby granted is thirty-seven and one-half (37.5) feet on each side of the proposed centerline of the sanitary sewer as identified and depicted in Exhibit B attached hereto, and terminates at the property lines of Grantor's Tract.

Upon construction, completion and acceptance of such sanitary sewer main by the City of Liberty, Missouri, the easement hereby granted will automatically, and without further action, reduce to a minimum width of fifteen (15) feet on each side of the centerline of the sanitary sewer as constructed over, upon, under and through Grantor's Tract.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns, the **GRANTOR** hereby covenanting unto the **GRANTEE**, its successors and assigns as follows:

1. Said easement tract will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement or curbs or any currently existing building structures) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing and maintaining such sanitary sewer mains, structures, conduits and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with or jeopardize or threaten the normal and proper operation

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and maintenance of such sanitary sewer mains, structures, conduits and appurtenances.

2. The right of **GRANTEE**, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sanitary sewer mains, structures, conduits and all appurtenances incidental thereto.

3. The **GRANTEE**, its successors and assigns, shall be kept free of all claims for damages to trees, shrubs and all other things on said described area by reason of the rights herein conveyed by **GRANTOR**, and the **GRANTOR** does hereby covenant with the **GRANTEE** that **GRANTOR** is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that except as provided elsewhere in this document **GRANTOR** will forever warrant and defend the title thereto against the lawful claims of all persons claiming by, through or under Grantor, but none other, affecting the rights and easement granted hereunder.

4. For the same consideration, **GRANTEE** shall have the right at all times to go upon the land herein described to locate, construct, reconstruct, maintain, remove, operate, replace and repair such sanitary sewer mains, structures, conduits, and any and all appurtenances incident thereto.

5. In exercise of its rights hereunder, **GRANTEE** shall use then existing streets, roads, driveways and lanes whenever practicable; repair and restore then existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land or personal property on each entry.

[Signature page follows]

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IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.

NP Liberty CC Building IV, LLC,
a Missouri limited liability company

By: 
Name: JASON RIDGWAY
Title: SENIOR VICE PRESIDENT

STATE OF Missouri)
COUNTY OF St Louis)SS

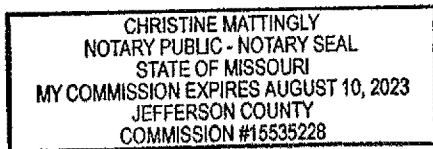
On this 4 day of October, 2022 before me, personally appeared Jason Ridgway, to me personally known, and who being by me duly sworn, did say that she is a Sr. Vice President of NP Liberty CC Building IV, LLC, a Missouri limited liability company, and that the instrument was signed on behalf of said company by authority duly conferred upon her/him by its Board of Directors and s/he acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St Louis MO the day and year last above written.

Christine Malle

Notary Public in and for said County and State

My term expires:



Katee Porter, Recorder of Deeds

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Exhibit A

A 63.875 acre tract lying in Section 25, Township 51 North, Range 32 West, all in the City of Liberty, Clay County Missouri and being a portion of the lands previously conveyed as follows:

Parent Tract Description:

Part of Section No. 25, Township No. 51, Range No. 32, described as follows:

Beginning at the Southwest corner of said section, thence East in said Section line 251.6 poles to a stake, thence North in subdivision line to Vandyke's line, thence North 75 degrees West to the center of a certain branch, thence up said branch in the general range thereof to the point where the Spring Branch empties in the same, thence South 75 degrees West 24 poles, thence South 2.25 degrees East 11 poles to the mouth of a lane, thence in the center of said lane North 64 degrees West, 36 poles, thence South 75 degrees West in said lane 88 poles to a stake, in the section line, thence in said section line South 236 poles to the beginning; "EXCEPT" that part conveyed by deed recorded in Book 824 at page 198 to the Mayor, Councilmen and citizens of the City of Liberty, Missouri, a municipal corporation, and except those parts in roads, streets, and except that part lying within the Railroad rights of way as same are now located, and except any part thereof lying east of the Chicago Milwaukee, St Paul and Pacific Railroad Company right of way in Liberty, Clay County, Missouri.

Said portion being more particularly described as follows:

Commencing at a 3/8" iron bar found at the West ¼ corner of Section 25;

Thence South 88° 42' 12" East along the East-West centerline of the Southwest 1/4 section, 2,431.95 feet to the East line of Liberty Commerce Center First Plat and the point of beginning of the tract herein described;

Thence Northerly along the East lines of said First Plat for the following six courses:

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North 30° 53' 35" West along said East line 472.79 feet;
North 35° 36' 43" East along said East line 129.27 feet;
North 58° 33' 26" West along said East line 34.60 feet;
North 22° 32' 09" East along said East line 175.76 feet;
North 67° 27' 51" West along said East line 243.53 feet to the East line of Withers Road;
North 00° 00' 00" East along said east lines 161.36 feet to a point of curvature, said curve being to the right and having a radius of 766.00 feet;

Thence Northerly along said curve 947.13 feet (Chord: North 35° 25' 20" East 887.94 feet), passing the Northeast corner of said First Plat and continuing along the proposed East line of Withers Road;

Thence North 70° 50' 39" East, along said East line, 53.98 feet to a point of curvature, said curve being to the left and having a radius of 834.00 feet;

Thence along said curve 281.47 feet (Chord: North 61° 10' 32" East 280.14 feet) to the centerline of the creek that is the common line between the parent tract and adjoining lands to the North;

Thence meandering along said creek for the following eleven courses:

South 70° 12' 13" East 22.47 feet;
South 71° 22' 26" East 147.29 feet;
South 71° 41' 16" East 137.45 feet;
South 25° 48' 11" East 112.48 feet;
South 75° 12' 58" East 187.69 feet;
North 89° 23' 46" East 92.98 feet;
South 67° 27' 13" East 96.76 feet;
North 81° 32' 02" East 76.14 feet;
North 68° 59' 07" East 67.21 feet;
North 80° 34' 58" East 67.24 feet;
South 52° 29' 15" East 38.03 feet to the West line of the Burlington Northern Railroad right of way;

Thence South 01° 49' 52" East 316.00 feet along the West line of the Burlington Northern Railroad right of way to a point of curvature being to the right and having a radius of 3133.23 feet;

Thence along said curve and right of way 1183.14 feet (Chord: South 08° 59' 12" West 1176.13);

Thence South 19° 48' 16" West along said right of way 424.91 feet to the North line of Liberty Commerce Center Second Plat;

Thence North 90° 00' 00" West 170.61 feet along said North line;

Thence North 52° 13' 03" West 429.82 feet along said North line;

Thence South 77° 58' 19" West 486.25 feet along said North line;

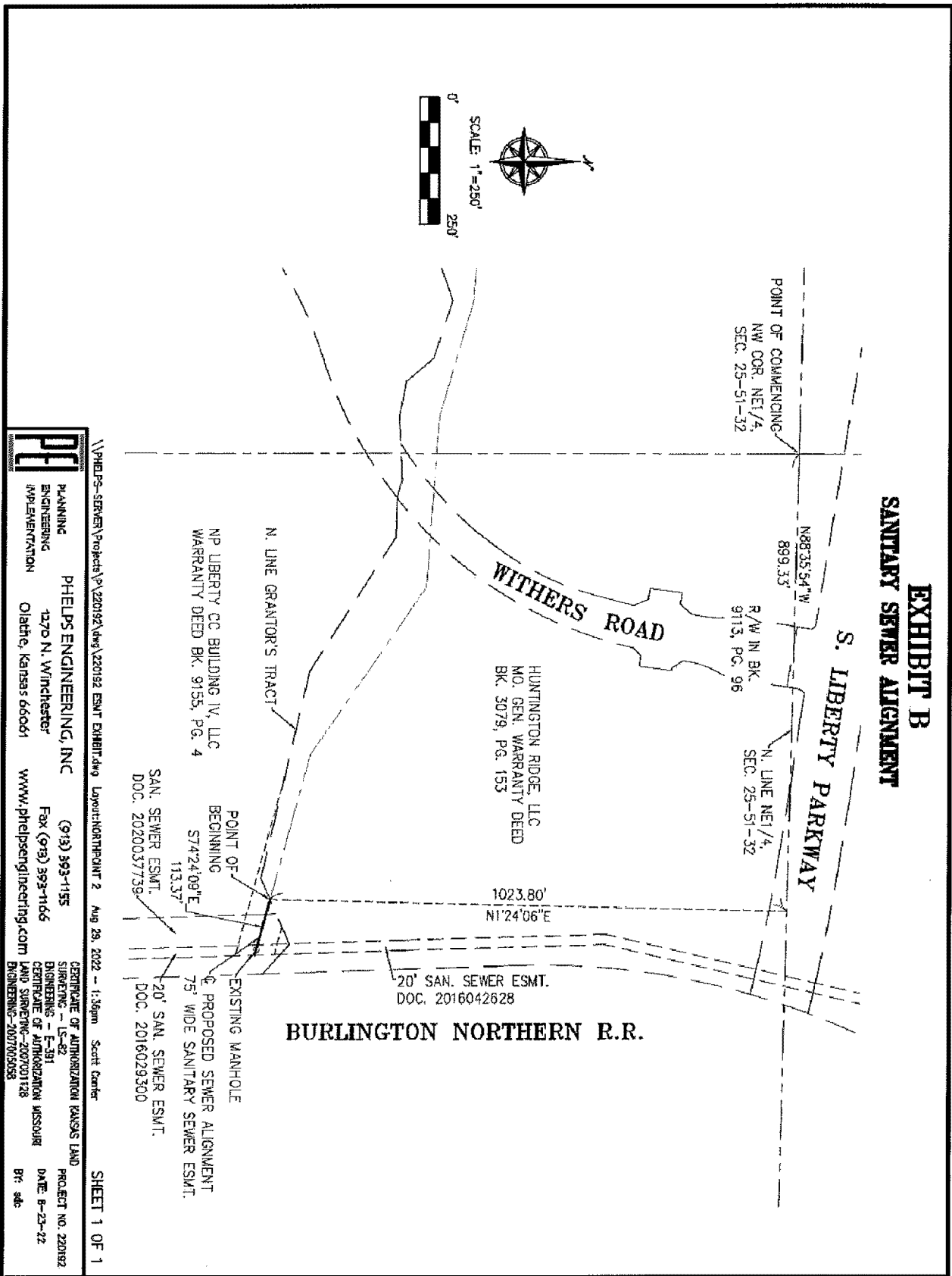
Thence North 30° 53' 35" West 178.32 feet to the point of beginning, said point being on the East-West centerline of said Section 25 and lying 362.76 feet Westerly of the center corner of Section 25, being monumented with a 5/8 inch rebar.

Note: The bearings herein are based on Missouri State Plane Grid North.

Subject to easements, reservations, restrictions, and covenants, if any of record.

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Exhibit B





CITY COUNCIL ACTION REPORT

Meeting Date: March 13, 2023

A/R No.: 2023-438

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE APPROVING A CONTRACT WITH CAPITAL ELECTRIC LINE BUILDERS, INC. FOR CITY OF LIBERTY PROJECT 21-001 WITHERS RD. AND HOLT DR. TRAFFIC SIGNAL IMPROVEMENT PHASE I IN AN AMOUNT NOT TO EXCEED \$457,334.00

Summary:

- Ordinance approving a contract between the City of Liberty and Capital Electric Line Builders, Inc for City of Liberty Project PW-CIP-21-0001 Withers Rd. and Holt Dr. Traffic Signal Improvement Phase I
- The scope of work provides for the construction and installation of a Traffic Signal at the intersection of Withers Rd. and Holt Dr. as well as associated pedestrian and ADA improvements.
- The Citizen Sales Tax Oversight Committee reviewed the project during the January 2021 meeting.

Background:

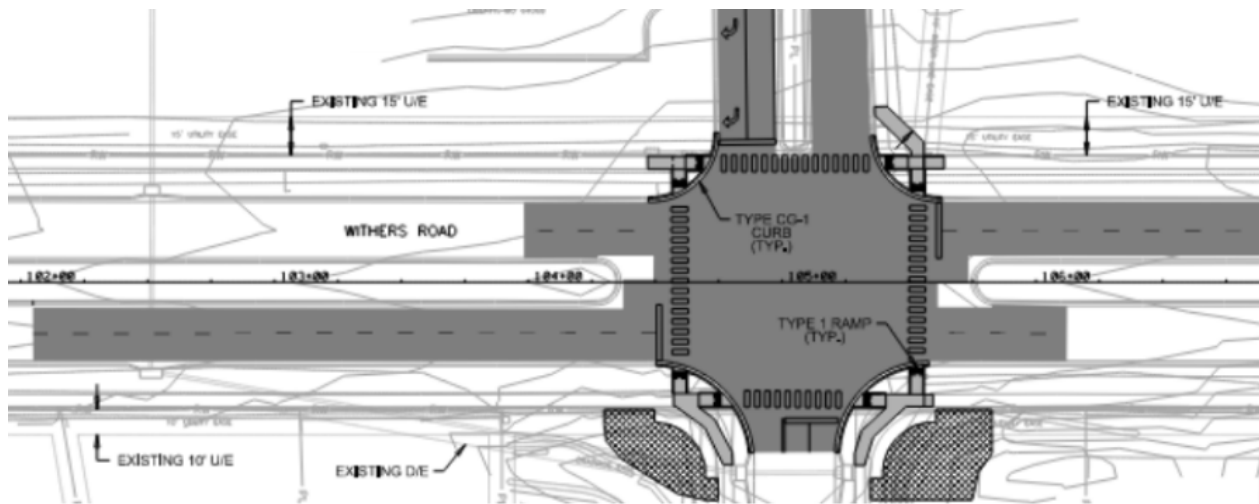
The City of Liberty is experiencing increasing traffic volumes with increasing delays and degrading safety at the intersection of Withers Rd. and Holt Dr. This intersection is adjacent to Liberty Middle School and the Community Center and experiences significant peak hour traffic volume surges due to ingress/egress to the school. Public Works began developing a project to upgrade the existing 4-way stop intersection with a traffic signal to address the peak traffic delays and provide an ADA-compliant, signal protected crossing of S. Withers Road for pedestrians.

In July of 2018, the City of Liberty was awarded \$275,000.00 in 2022 Congestion Mitigation and Air Quality (CMAQ) funds through the Mid American Regional Council (MARC) Surface Transportation Program Priorities Committee (STP). The funds are available as reimbursement for construction costs and required an agreement with the Missouri Department of Transportation (MoDOT) which was accepted by the Liberty City Council on April 12, 2021. Task order No. 6 with On-Call Engineering firm Henningson, Durham & Richardson, Inc. (HDR) was accepted by the Liberty City Council on December 21, 2020. City Engineering staff utilized Task Order No. 6 to evaluate the intersection, design the traffic signals and geometric improvements, develop construction plans and prepare bidding documents.

Final plans and MoDOT approval for bidding the project were received in 2022 and initial bids were opened on September 26, 2022. Two bids were received with the low bid coming at \$622,000.00. The Bids were deemed to be unbalanced and were therefore rejected. Following rejection of bids, the project was broken into (2) phases. Phase 1 involved all of the signal work and ADA and pedestrian upgrades required for

MoDOT funding. Phase 2 involves the earth work and paving work, which was determined to have caused unbalanced bids. This report deals with the acceptance of a contract for the award of Phase 1.

The image below shows the planned intersection work associated with Phase 1.



Phase 1 was advertised for bid beginning on 12-22-2022 and bids were opened on 01-27-2023 at 10:00 AM. The two bids received as well as the Consultants Engineered estimate are detailed below:

1. Custom Lighting Services, LLC. in the amount of \$428,349.55
2. Capital Electric Line Builders, Inc. in the amount of \$415,758.00
3. Consulting Engineers in the amount of \$379,033.87

The bids were deemed to be fair and reasonable with Capital Electric Line Builders having the low bid of \$415,758.00. This report and subsequent Ordinance requests approval of a contract with Capital Electric Line Builders, Inc. (attached to this report as an exhibit) in the amount of \$415,758.00, with authorization to spend up to \$457,334.00. The amount requested includes the low bid dollar amount and the addition of an approximate 10% contingency fee. Funds requested above the low bid are requested for the following reasons.:

- Final payments are based on actual quantities used during the project and may be more or less than estimated, resulting in fluctuations from bid price.
- Current market trends have been deemed highly volatile with rapid escalations in prices. A 10% contingency allows for flexibility in the event of a required unforeseen change order.

While the \$275,000.00 in federal funds are only available as reimbursement, they will in effect reduce City expenditures to \$140,758.00.

Staff recommends approval of a contract with Capital Electric Line Builders, Inc. for Public Works Project 21-001 in the amount of \$415,758.00 with authorization to spend \$457,334.00.

Previous Action (if applicable):

- Project awarded \$275,00.00 in CMAQ funds through MARC STP Committee in July 2018
- City Council Approved Task Order No. 6 with HDR for the design of signal improvements at Withers Rd. and Holt Dr. at the December 21, 2020 meeting.
- The Citizen Sales Tax Oversight Committee reviewed the project at the January 2021 meeting and determined it meets voter intent.
- City Council approved a CMAQ funding agreement with MoDOT at the April 12, 2021 meeting.

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: January 2021
X Public Safety Sales Tax Oversight Committee	Completed/Recommended: NA
X Budget Committee	Completed/Recommended: NA
X Other:	Completed/Recommended: NA

Financial Considerations:

X Budgeted:	Line Item: 52.75.607.14.5626	Amount: \$457,334.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2023-400 Approve Withers and Holt Contract - ORD
2. Executed Contract 21-001

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH CAPITAL ELECTRIC LINE BUILDERS, INC. FOR CITY OF LIBERTY PROJECT 21-001 WITHERS RD. AND HOLT DR. TRAFFIC SIGNAL IMPROVEMENT PHASE I IN AN AMOUNT NOT TO EXCEED \$457,334.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Capital Electric Line Builders, Inc. for City of Liberty Project 21-001 Withers Rd and Holt Dr Traffic Signal Improvement Phase I with a bid amount of FOUR HUNDRED FITEEN THOUSAND SEVEN HUNDRED FIFTY-EIGHT DOLLARS AND ZERO CENTS (\$415,758.00), with authorization to spend up to FOUR HUNDRED FIFTY-SEVEN THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS (\$457,334.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

The City of



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Withers Rd. and Holt Dr. Traffic Signal
Improvement

CMAQ-3392(406)
City Project No. 21-001

City of Liberty

101 East Kansas Street
Liberty, MO 64068
816-439-4500

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CMAQ-3392(406)

City of Liberty, Mo
101 E Kansas St, Liberty, Mo 64068

REQUEST FOR BID

BID OF

<MoDOT Vendor Number (if required) 0010135 >

Bidder Name Capital Electric Line Builders

Bidder Address 7050 Ensign Drive

Parkville, Missouri 64152

FOR

CONSTRUCTING OR IMPROVING

Upgrade a 4-way stop controlled intersection with a traffic signal and provide an ADA compliant, signal protected crossing of S. Withers Road for pedestrians.

101 E Kansas St, Liberty, Mo 64068
Clay County, Liberty Mo

January 2021

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Contract Forms

[Fig. 136.10.3 Sample Contract Agreement](#)

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[Fig. 136.10.5 Sample Contractors Acknowledgement](#)

January 2021

NOTICE TO CONTRACTORS

Sealed bids, addressed to the City of Liberty, Mo, 101 E Kansas St, Liberty Mo 64068 for the proposed work will be received by the City of Liberty until 10:00 AM (prevailing local time) on Friday January 27th, 2023, at the office of the City of Liberty, Mo, 101 E Kansas St, Liberty Mo 64068, and at that time will be publicly opened. Bids should be delivered to: 101 E Kansas St, Liberty Mo 64068.

- (1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The Project consists of upgrading a 4-way stop controlled intersection with a traffic signal and providing an ADA compliant, signal protected crossing of S. Withers Road for pedestrians and all other associated work.

- (2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including

- the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction" (if applicable), their revisions,
- the current version of the City of Liberty Design Criteria, Technical Specifications and Standard Details,
- the request for bid, including appendices,
- the special provisions and plans,

hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications
Supplemental Revisions to Missouri Standard Plans
For Highway Construction (if applicable)

The following documents are available on the City of Liberty, Mo web page at <https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications>

Design Criteria
Construction Specifications
Standard Details

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

In the event of a conflict between the MODOT specified and City of Liberty specified Design Criteria, Specifications or Standard Details the City of Liberty criteria shall take precedence.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Liberty, Mo", and the term "Engineer" is a reference to the Engineer of Record from Henningson Durham and Richardson (HDR).

The contracting authority for this contract is The City of Liberty, Mo.

- (3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

January 2021

Calendar Days: <# of calendar days>

Completion Date: Substantial Completion August 1, 2023

Final Completion December 1, 2023

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$700.00 and as further detailed in section 4.03 of the signed Agreement (C-520).

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). A project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- ☐ Paper Bid Bond
☐ Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 28", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

January 2021

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

<http://www.dhs.gov/files/programs/imm/1185221678150.shtm>

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Capital Electric Line Builders, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of Kansas

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 27th day of January 2023.

January 2021

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY



Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.



Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Kevin Minor, Vice-President

Please print or type name and title of person signing here

Attest:



Asst. Secretary of Corporation if Bidder is a Corporation Brittany Ledford

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be zero slots at 1000 hours per slot or zero hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect,

January 2021

and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** The City of Liberty, Mo, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

BID FORM

**CITY OF LIBERTY
LIBERTY, MISSOURI
WITHERS RD AND HOLT DR TRAFFIC SIGNAL IMPROVEMENT
CFDA PROJECT #20.205
CMAQ – 3392(406)
January 20, 2023**

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Liberty, 101 E. Kansas Street, Liberty, MO 64068
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	January 20, 2023
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization & Bonds (3% max)	1	LS	12,000.00	12,000.00
2	Construction Staking	1	LS	2,645.00	2,645.00
3	Site Demolition	1	LS	32,300.00	32,300.00
4	Clearing and Grubbing	1	LS	21,300.00	21,300.00
5	Traffic Control - Channelizers	52	EA	25.35	1,318.20
6	Traffic Control - Signs R9-9	4	EA	27.50	110.00
7	Traffic Control - Signs W021-5	4	EA	33.80	135.20
8	Traffic Control - Signs W020-1	8	EA	33.80	270.40
9	Traffic Control - Signs W020-5	2	EA	33.80	67.60
10	Traffic Control - Signs W020-6a	2	EA	33.80	67.60
11	Traffic Control - Signs R1-1	2	EA	46.50	93.00
12	Traffic Control Type III Barricades	10	EA	185.00	1,850.00
13	Aggregate Base (MoDOT Type 1) (6")	145	SY	39.00	5,655.00
14	Curb (Type CG-1)	130	LF	82.00	10,660.00
15	Sidewalk (4" thick)	80.3	SY	113.00	9,073.90
16	Concrete Curb Ramp (6" thick)	55.9	SY	225.00	12,577.50
17	Truncated Domes	80	SF	27.50	2,200.00
18	Luminaire, Class D - 150 Watt	4	EA	1,330.00	5,320.00
19	Cable, 8 AWG 1 Conductor, Luminaire Power	1900	LF	1.70	3,230.00
20	Cable, 12 AWG 1 Conductor, Pole & Bracket	480	LF	3.00	1,440.00
21	Signal Head, Type 3B	10	EA	1,270.00	12,700.00
22	Signal Head, Type 4B	2	EA	1,635.00	3,270.00
23	Signal Head, Type 1S	8	EA	910.00	7,280.00
24	Post, Signal 8 Ft.	4	EA	2,580.00	10,320.00
25	Post, Type CL, 32 Ft. Arm and 10 Ft. Luminaire Arm	1	EA	22,125.00	22,125.00
26	Post, Type CL, 36 Ft. Arm and 10 Ft. Luminaire Arm	1	EA	22,330.00	22,330.00
27	Post, Type CL, 38 Ft. Arm and 10 Ft. Luminaire Arm	1	EA	26,410.00	26,410.00
28	Post, Type CL, 40 Ft. Arm and 10 Ft. Luminaire Arm	1	EA	26,630.00	26,630.00

29	Controller Assembly Housing, NEMA TS2 Controller	1	EA	28,540.00	28,540.00
30	Radar Detection System	1	EA	29,010.00	29,010.00
31	Emergency Vehicle Preemption System	1	EA	13,315.00	13,315.00
32	Conduit, 2 In., Trench with Tracer Wire	189	LF	25.75	4,866.75
33	Conduit, 3 In., Trench with Tracer Wire	62	LF	32.15	1,993.30
34	Conduit, 4 In., Trench with Tracer Wire	106	LF	36.45	3,863.70
35	Conduit, 2 In., Pushed with Tracer Wire	91	LF	24.65	2,243.15
36	Conduit, 4 In., Pushed with Tracer Wire	241	LF	32.35	7,796.35
37	Conduit, 2 In., GRS External on Structure	10	LF	46.75	467.50
38	Cable, 2 AWG 1 Conductor, Power	730	LF	4.70	3,431.00
39	Cable, 6 AWG 1 Conductor, Power	80	LF	6.10	488.00
40	Cable, 14 AWG 2 Conductor	1350	LF	1.65	2,227.50
41	Cable, 14 AWG 5 Conductor	2930	LF	2.30	6,739.00
42	Cable, 14 AWG 7 Conductor	860	LF	2.70	2,322.00
43	Power Supply Assembly, Type 2 with 120 V Lighting Control Cabinet	1	EA	6,095.00	6,095.00
44	Pull Box, Preformed Class 2	4.0	EA	1,960.00	7,840.00
45	Pull Box, Preformed Class 3	1	EA	2,925.00	2,925.00
46	Base, Concrete	15.38	CY	405.00	6,228.90
47	Audible Pedestrian Pushbuttons and Signing (with Controller)	8	EA	1,415.00	11,320.00
48	SH-Flat Sheet - Signal Sign	57	SF	115.00	6,555.00
49	Signal Sign, Mounting Hardware	8	EA	180.00	1,440.00
50	Preformed Thermoplastic Pavement Marking, 4 In., White	208	LF	10.50	2,184.00
51	Preformed Thermoplastic Pavement Marking, 4 In., Yellow	27	LF	10.50	283.50
52	Preformed Thermoplastic Pavement Marking, 24 In., White	88	LF	52.85	4,650.80
53	Preformed Thermoplastic Pavement Marking, Left/Right Arrow	2	EA	420.00	840.00
54	Sediment Fence	121	LF	2.65	320.65
55	Inlet Protection	6	EA	79.25	475.50
56	Sod	80	SY	15.85	1,268.00
57	Seeding	100	SY	13.25	1,325.00
58	Mulch	100	SY	13.25	1,325.00
Total of All Unit Price Bid Items					415,758.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 415,758.00
Four Hundred Fifteen Thousand, Seven Hundred Fifty-Eight Dollars and no/100

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Contractor's License No. 1IC-08-22-0053 ~~or~~ Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Capital Electric Line Builders

By:

[Signature]



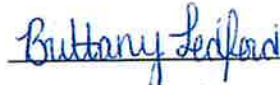
[Printed name]

Kevin Minor, Vice-President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Brittany Ledford

Title:

Asst. Secretary /Controller

Submittal Date:

January 27, 2023

Address for giving notices:

7050 Ensign Drive

Parkville, Missouri 64152

Telephone Number:

816-389-4000

Fax Number:

816-329-8260

Contact Name and e-mail address:

David Haggard

david.haggard@capitalelectric.com

Bidder's License No.:

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*



January 20, 2023

ADDENDUM NO. 1

This addendum is issued as part of the proposal documents entitled:

**REQUEST FOR BID
Withers Rd and Holt Dr Traffic Signal Improvement
CFDA Project #20.205
CMAQ – 3392(406)**

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the proposal documents and shall become part of the contract documents. Bidders shall acknowledge receipt of this Addendum No. 1 by signing this document and attaching it to the Bid Form.

C-410 Bid Form:

- **Reference:** C-410 Bid Form pages 1-6

Deletion: Deleted C-410 Bid Form pages 1-6 in their entirety.

Addition: Replace C-410 Bid Form pages 1-6 in its entirety with revised C-410 Bid Form dated January 20, 2023. Revised Bid Form is attached to this Addendum as Exhibit A.

Explanation: Bidder inquiry resulted in revisions to the traffic control plan and addition of separate curb ramp line items. Revisions required addition of new and modification of existing line items impacting Bid Form pages 3 and 4. Bid Form removed and replaced in its entirety for ease of documentation and submittal

Bid Exhibits were submitted by the contractor during the bid process. Exhibits have been fully incorporated within the Contract Documents. - Joshua Martinez 02-10-2023



C-810 Job Special Conditions:

- **Reference:** C-810 Job Special Conditions pages 1-14

Deletion: Deleted C-810 Job Special Conditions pages 1-14 in their entirety.

Addition: Replace C-810 Job Special Conditions pages 1-14 in its entirety with C-810 Job Special Conditions sealed 01-19-2023. **Revised Job Special Conditions is attached to this Addendum as Exhibit B.**

Explanation: Bidder inquiry resulted in revisions to the traffic control plan and addition of separate curb ramp line items. Revisions required addition of new and modification of existing line items impacting Revisions to quantities based on bidder inquiry resulted in changes to SPC-2.01 Measurement and Payment and SPC-13.01 Traffic Control and Routing. Job Special Conditions removed and replaced in its entirety for ease of documentation and submittal.

Contract Drawings for Withers Rd and Holt Dr Traffic Signal Improvement:

- **Reference:** Contract Drawings for Withers Rd and Holt Dr Traffic Signal Improvement

Deletion: Deletion of Sheet 00G-01 "General Notes and Summary of Quantities" and Sheet 01C-20 "Traffic Control Plan"

Addition: Replace Sheet 00G-01 and 01C-20 in their entirety with revised Sheet 00G-01 and 01C-20 sealed 01-19-2023. **Revised Sheets 00G-01 and 01C-20 are attached to this Addendum as Exhibit C.**

Explanation: Bidder inquiry resulted in revisions to the traffic control plan and addition of separate curb ramp line items. Revisions required addition of new and modification of existing line items impacting sheets 00G-01 and 01C-20.



END OF ADDENDUM NO. 1

RECEIPT ACKNOWLEDGEMENT – Sign this Addendum and attach it to the Proposal Pricing Form

BIDDER:

Capital Electric Line Builders

Name of Bidding Entity

A handwritten signature in blue ink, appearing to read "Kevin Minor", written over a horizontal line.

Signature

Kevin Minor, Vice-President

Printed Name

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS
FOR LOCAL PROGRAMS

1.0 Program Applicability. The subsequent sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal funded participation. Federal-aid or federal funded participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules.

2.0 DBE Program Distinguished From Other Affirmative Action Programs. The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Commission in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Commission and MoDOT, through and in conjunction with the FHWA, FTA and FAA, as a "recipient" defined in Title 49 CFR 26.5.

3.0 Policy Regarding DBE Firms. It is the policy of the U. S. Department of Transportation and MoDOT that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts funded in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Commission's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract funded in whole or part with federal funds.

4.0 Opportunity for DBEs to Participate. Each contractor, subcontractor and supplier working on a contract funded in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for and participate in performance on project contracts and subcontracts in which a DBE goal is established.

5.0 Required Contract Provision. The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

(a) The contractor, subrecipient or subcontractor shall not discriminate based on race, color, national origin, or gender in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.

In this provision, “contractor” will be defined as the contractor on the contract; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as “the recipient”. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

6.0 DBE Program Information. DBE Program information may be obtained from the MoDOT External Civil Rights Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail:

dbbe@modot.mo.gov. It will be the duty of each contractor, and for the contractor’s subcontractors to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm’s legal obligations and limitations under the DBE Program, as a requirement of program participation.

7.0 DBE Certification, and the Missouri Unified Certification Program. MoDOT and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor’s responsibility to ensure firms identified for participation are approved certified DBE firms.

The MRCC DBE Directory can be found at the following link:

<https://www.modot.org/welcome-external-civil-rights>

8.0 DBE Program-Related Certifications Made By Bidders and Contractors. If the bidder makes a written, express disclaimer of one or more certifications or assurances in the bid, the bid will be considered non-responsive. By submitting a bid on any project involving USDOT federal financial participation, and by entering into any contract on the basis of that bid, the contractor makes each of the following DBE Program-related certifications and assurances to USDOT, to the Commission, to MoDOT, and to the LPA:

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), , and the Commission’s DBE Program rules at Title 7 CSR Division 10, Chapter 8 (as amended).

(b) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or gender in the performance of the contract, or in the award of any subcontract.

(c) The bidder certifies that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms committed to with the awarded contract.

(d) The bidder certifies, that if awarded the federal-aid contract with less than the original DBE contract goal proposed by the Commission in the bid documents, as a result of an approved good faith effort, the revised lower amount shall become the final DBE goal, and that goal will be used to determine any liquidated damages to be assessed at the completion of the project.

(e) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, that if awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met at the project completion, and to assess against and withhold monetary damages from the contractor up to the full amount of that breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, for each federal-aid contract.

9.0 Designation of DBE firms to perform on contract. The bidder states and certifies that the DBE participation information submitted in the bid or within the contract designated time is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform or partially perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the bid line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed to the bidder that the DBE firm will participate in and perform the work, with the DBE's own forces.

(a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MoDOT. The bidder understands it must receive approval in writing from MoDOT for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract. Unless MoDOT's written consent is provided as outlined above, the bidder shall not be entitled to any payment of work or material unless it is performed or supplied by the listed DBE.

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm, at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's External Civil Rights Division. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

(2) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

10.0 Contract Goal, Good Faith Efforts Specified. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, all bidders shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

10.1 Good Faith Effort Submittal. If the bidder is not able to meet the Commission's DBE contract goal, the bidder has the opportunity to submit with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts taken to meet the DBE Contract Goal established in the bid documents. The bidder shall use the

“DBE Identification Submittal” sheets for any DBE participation that will be committed towards the goal and an explanation, with any supporting documentation, for the inability to meet the full goal established on the contract. Any Good Faith efforts shall be submitted as part of the bid or within the three business days after the bid opening.

10.2 Bidders Good Faith Effort Described. MoDOT will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made based upon 49 CFR Appendix A to Part 26 and the following additional efforts:

- (a) Providing documentation on any and all past GFE activities for review.
- (b) Past project DBE performance utilization.
- (c) Race neutral methods utilized on completed projects.

All good faith efforts are evaluated on a case-by-case basis whereas any of the numerous good faith elements listed individually or collectively is not a guarantee of approval.

10.3 Administrative Reconsideration of the Bidder’s Good Faith Efforts Made as a Part of the Bid Submittal. If MoDOT determines that the apparent low bidder has failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive.

10.4 Forfeiture of Bid Bond possible when: The failure of either the apparent low bidder to file the completed and executed “DBE Identification Submittal”, listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid. In addition, the bid surety bond or bid guaranty of the apparent low bidder will be forfeited to and become the property of the Local Agency upon demand, only if the contract is awarded

(a) Any bidder rejected for failure to submit the completed and executed “DBE Identification Submittal” information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

(b) The surety separately acknowledges the surety to be held and firmly bound to the Local Agency to immediately upon demand pay the face amount of the bid bond.

11.0 DBE Participation for Contract Goal Credit. In addition to participation outlined by 49 CFR part 26, the following shall apply:

In addition to allowances provided for in the Federal Regulations, a bidder may count toward the DBE contract goal the following expenditures to certified DBE firms that are not “regular dealers” or “manufacturers” for DBE program purposes:

- (1) A bidder may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the bidder shall determine, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.
- (2) The bidder will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MoDOT to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

12.0 DBE Required to Perform a Commercially Useful Function (CUF). The DBE CUF requirements are stated in 49 CFR Part 26, (26.55). Any questions or further information needed for CUF determinations should be directed to MoDOT’s External Civil Rights Division.

12.1 Quality Control (QC) and Quality Assurance (QA) Reviews. The prime contractor shall monitor their planned DBE project usage for CUF compliance and provide MoDOT information for areas of concern for further evaluation. MoDOT will perform a QA review, or compliance review, for DBE CUF and project documentation retained by the contractor through project completion. The contractor shall maintain all DBE related information it has received, documented and provided to MoDOT for a period of three years beyond the date of final inspection. MoDOT’s determination that a DBE’s participation may not count toward the project goal, or good faith effort level approved will be subject to administrative reconsideration.

12.2 MoDOT Makes Final Determination On Whether a CUF Is Performed. MoDOT will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract.

13.0 Verification of DBE Participation at project completion. (Assessment of Liquidated Damages Possible)

13.1 Prior to final payment by the Local Agency, the contractor shall file with the Local Agency a detailed list showing each DBE used on the contract work, and the work performed by each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MoDOT and the Commission will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

13.2 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

14.0 Miscellaneous DBE Program Requirements. In accordance with Title 49 CFR Part 26 and the Commission's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually, at the contractor's expense.

15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Borkering used and not used in bids during the reporting period. MoDOT is a recipient of federal funds and is required by 49 CFR

26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: CFDA#20.205 CMAQ339214061

Route: Withers Road and Holt Drive

County: Clay

Prime Contractor: Capital Electric Line Builders Contract Amount \$415,758.00

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is and the e-mail address for submittal is Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on eCR completion. This information must be received for each DBE utilized on the project.

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: Gunter Construction Co.

Address: 520 Division Street, Kansas City KS 66103

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item ID (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%/e)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
1	\$ 3,940.00	100%	\$ 3,940.00	1%	-	+
3	\$ 11,400.00	100%	\$ 11,400.00	3%	-	+
4	\$ 3,085.00	100%	\$ 3,085.00	1%	-	+
13	\$ 5,350.20	100%	\$ 5,350.20	1%	-	+
14	\$ 10,010.00	100%	\$ 10,010.00	2%	-	+
15	\$ 8,592.10	100%	\$ 8,592.10	2%	-	+
16	\$ 11,906.70	100%	\$ 11,906.70	3%	-	+
17	\$ 2,080.00	100%	\$ 2,080.00	1%	-	+
					-	+
					-	+
		\$ 56,364.00		Total% 14		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm. Allowed amount of participation will be in accordance with 49 CFR Part 26. Brokered services will only receive credit for fees.

Respectfully submitted:

Capital Electric Line Builders

Company Name (Prime Contractor)



Signed (Prime Contractor)

Kevin Minor, Vice President

Name / Title

Fig 136.9.9

2 of 3

Jul 2020

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Capital Electric Line Builders, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Capital Electric Line Builders, Inc.	
Name (Please Type or Print) Ronnie J Fletcher	Title
Signature Electronically Signed	Date 01/14/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/14/2009

Company ID Number: 180059

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Capital Electric Line Builders, Inc.
Company Facility Address	4400 NW MATTOX ROAD RIVERSIDE, MO 64150
Company Alternate Address	
County or Parish	PLATTE
Employer Identification Number	480771042
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	2

Company ID Number: 180059

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI	1 site(s)
OHIO	1 site(s)

Company ID Number: 180059

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Debbie Montford
Phone Number (816) 329 - 8218
Fax Number (816) 329 - 8260
Email Address lpayroll@capitalelectric.com

Name Brittany N Ledford
Phone Number (816) 329 - 8286
Fax Number (816) 329 - 8260
Email Address brittany.ledford@capitalelectric.com

Company ID Number: 180059

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Organization Name City of Liberty, Missouri

Project # CMAQ-3392(406)

Affirmative Statement for Contracted Parties

Capital Electric Line Builders

Contractor/Corporation

Upon penalty of perjury, I, Kevin Minor, Vice-President of
Corporate Officer Name Corporate Officer Title
Capital Electric Line Builders, do affirmatively state that all employees working for
Corporation Name
Capital Electric are lawfully present in the United States. I further attest,
Corporation Name
under penalty of perjury, that Capital Electric is not knowingly in violation
Corporation Name
of Section 285.530.1, RSMo, and shall not violate Section 285.530 during the length of the contract.

Kevin Minor, Vice-President
Corporate Officer Name & Title (Printed)


Signature Kevin Minor, Vice-President

STATE OF Missouri
COUNTY OF Platte

ss.

On this 1st day of February in the year 2023 before me, Sandy K. Johnson, a
Notary Public in and for said state, personally appeared Kevin Minor,
Corporate Officer Name
Vice-President of Capital Electric Line Builders, known to me to be the person
Corporate Officer Title Corporation/Limited Liability Corporation Name
who executed the within Agreement on behalf of said company and acknowledged to me that he or
she executed the same for the purposes therein stated.


Notary Public Sandy K. Johnson

SANDY K. JOHNSON
Notary Public - Notary Seal
STATE OF MISSOURI
Platte County
My Commission Expires: Feb. 04, 2027
Commission #15992914

My commission expires February 4, 2027

Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

April 15, 2022

Capital Electric Line Builders, Inc.
4400 NW Mattox Road
Riverside, MO 64150

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. As set forth in 7 CSR 10-15, your firm has been approved to bid as a prime contractor on highway projects of **any dollar amount**. The questionnaire submitted will be retained on file for one year, and will expire on 4/30/2023.

The Missouri Highways and Transportation Commission (the Commission) does not issue a gross qualification figure to prospective bidders. The lowest, responsive, responsible bidder for each project is determined by the Commission. The Commission reserves the right to reject any and all bids.

You have been assigned contractor vendor number **0010135**, to be used in the bidding process with MoDOT. In order to submit a bid on MoDOT road and bridge projects, you must have an active Bid Express account and a digital ID. Establishing a digital ID with Bid Express may take up to a week. A bidder must also download the current version of Expedite Bid software and the electronic bid submission (EBS) files from www.Bidx.com/mo/main.

All bidders are reminded that the Missouri Standard Specifications for Highway Construction Section 102 "Bidding Requirements and Conditions" includes important elements you should become familiar with prior to submitting a bid. Violation of this section is grounds to disqualify and reject bids by the Commission.

All successful bidders are required to remain in good standing with the Missouri Secretary of State to do business with the State of Missouri to be eligible to receive a contract for execution and during the performance of the contract.

MoDOT requires all successful bidders to be registered in MissouriBUYS. Registration with MissouriBUYS ensures prompt payment and allows vendors to update important information such as address changes or banking information. In addition, registration in MissouriBUYS allows contractors to view other bid opportunities with the State of Missouri. <https://missouribuyss.mo.gov/registration>

Please note that MoDOT road and bridge bidding opportunities remain located in MoDOT's Online Plans Room. <https://www.modot.org/modot-online-plans-room>

If you have any questions pertaining to filing questionnaires or to expiration dates, please call Jennifer Smith at 573-751-8305.

Sincerely yours,



David D. Ahlvers
State Construction and Materials Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org



CAPITAL ELECTRIC LINE BUILDERS, INC. OFFICERS AND DIRECTORS LISTING

MDU Resources Group, Inc.
1200 West Century Avenue
Bismarck, ND 58501
701-222-7900

Jon B. Hunke - Treasurer
Daniel S. Kuntz – Director – General Counsel and Secretary
Jeffrey S. Thiede – Director – Chairman of the Board and Chief Executive Officer

MDU Construction Services Group, Inc.
1200 West Century Avenue
Bismarck, ND 58501
701-222-7900

Jeffrey S. Thiede – President

Greg Darkenwald – President
Jeffrey S. Thiede – Chief Executive Officer

Capital Electric Line Builders Inc.
4400 N.W. Mattox Road
Riverside, MO 64150
816-389-4000

Greg Darkenwald – President
Jon B. Hunke - Treasurer
Daniel S. Kuntz – Director – General Counsel and Secretary
Thomas D. Nosbusch – Vice President – Business Development and Operations Support
Colby J. Atwell – Senior Vice President -Transmission and Distribution
Kevin Minor – Vice President - Signal and Lighting
Adam Bundy – Vice-President – Transmission and Distribution
Brittany Ledford – Controller & Assistant Secretary

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

CAPITAL ELECTRIC LINE BUILDERS, INC.

using in Missouri the name

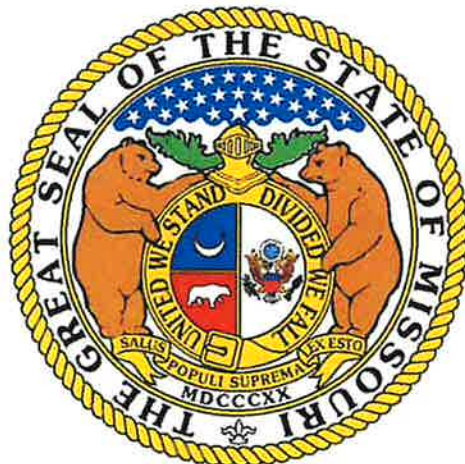
CAPITAL ELECTRIC LINE BUILDERS, INC.
F00147969

a KANSAS entity was created under the laws of this State on the 12th day of May, 1971, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 17th day of June, 2022.


Secretary of State

Certification Number: CERT-06172022-0025



City of



THIS LICENSE IS NOT TRANSFERABLE
Must be posted in a visible location in the business establishment

The State of Missouri

Occupation License

Sandy Johnson
LICENSEE

Capital Electric Line Builders, Inc.

7050 Ensign Drive
Parkville, MO 64152

is hereby issued a license in relation to: **Contractor**
Electrical N/A N/A

License Number: LIC-08-22-0053

Expires: 08/31/2023

Mayor

Deputy City Clerk

Date Issued

08/26/2022

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Mayor, City Council and the Citizens of the City of Liberty, Missouri, a Municipal Corporation ("Owner") and Capital Electric Line Builders, Inc ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Upgrading a 4-way stop controlled intersection with a traffic signal and providing an ADA compliant, signal protected crossing of S. Withers Road for pedestrians and all other associated work.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Wither Rd and Holt Dr Traffic Signal Improvement CMAW-3392(406)

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Henningson Durham and Richardson (HDR).
- 3.02 The Owner has retained The office of Henningson Durham and Richardson, Inc. (HDR) ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed ~~by the date established below days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment by the date established below in accordance with Paragraph 15.06 of the General Conditions within _____ days after the date when the Contract Times commence to run.~~
- B. **Earliest Construction Start Date: Upon Notice to Proceed**
- C. **Latest Substantial Completion: August 1, 2023**
- D. **Latest Final Completion Date: December 1, 2023**

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$700 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$700 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner \$100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work other than Unit Price Work, a lump sum of: See attached C-410 Bid Form.
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): See attached C-410 Bid Form.
The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) use words, \$415,758.00.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 100 percent of Work completed.
 - b. 100 percent of cost of materials and equipment not incorporated in the Work
- B. Owner shall reserve the right to withhold payment (retainage) for any of the following reasons or as determined by the engineer, in accordance with RsMO 34.057.
 - 1. Liquidated damages
 - 2. Unsatisfactory job progress
 - 3. Defective construction work or material not remedied
 - 4. Disputed work
 - 5. Failure to comply with any material provision of the contract
 - 6. 3rd part claims filed or reasonable evidence that a claim will be filed
 - 7. Failure to make timely payments for labor equipment or materials
 - 8. Damage to a contractor, subcontractor or material supplier
 - 9. Reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum
 - 10. Citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.
- C. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all, if any,: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. Notice to Contractor
 2. Proposal
 3. Acknowledgement
 4. This Agreement (pages 1 to 8, inclusive).
 5. Performance and Maintenance bond (pages ____ to ____, inclusive).
 6. Payment bond (pages ____ to ____, inclusive).
 7. General Conditions (pages 1 to 71, inclusive).
 8. Supplementary Conditions (pages 1 to 9, inclusive).
 9. Special Conditions (pages 1 to 14, inclusive).
 10. Specifications as listed in the table of contents of the Project Manual.
 11. Drawings (not attached but incorporated by reference) consisting of 25 sheets with each sheet listed on the sheet index.
 12. Addenda (1 as supplied during bid and incorporated within contract, inclusive).
 13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *General Conditions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

10.07 Indemnification

- A. The Contractor hereby expressly binds himself, herself, or itself to indemnify and save harmless the City and its officers and employees for any and all expenses, including reasonable attorney's fees, and against all damages, losses, claims, suites or actions of every kind and nature asserted, brought or which may be brought, asserted, incurred or sustained by any person, firm, or corporation, or persons, firms or corporations, in connection with or on account of the Contractor's work or in consequence of any negligence in connection with same, or on account of any poor workmanship, or on account of any act of commission or omission of the Contractor or his, her, its, or their subcontractors, agents or employees, or in connection with or on account of any other cause arising during the course of and related to construction, irrespective of the responsibility of third parties therefore.
- B. The Contractor shall further indemnify the City of Liberty for any and all expenses, including reasonable attorney's fees, incurred in the City's pursuing any remedial action required to correct deficiencies in the work on account of poor workmanship, the negligence or any act of omission of the Contractor or his, her, its, or their subcontracts, agents or employees.
- C. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the City.

ARTICLE 11 – ADDITIONAL CONTRACTOR UNDERSTANDING AND AGREEMENT

It is understood and agreed that, except as may be otherwise provided for by "Job Special Conditions," "General Conditions," and "Supplemental Conditions," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction" and the current version of the City of Liberty Design Criteria, Technical Specifications and Design Criteria. In the event of a conflict between the MODOT specified and City of Liberty specified Design Criteria, Specifications or Standards Details the City of Liberty criteria shall take precedence.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this

contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 02-28-2023 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By:

Title:

Attest:

Title:

Address for giving notices:

101 E Kansas St

Po Box 159

Liberty Mo 64062

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Capital Electric Line Builders

By:

Title:

Kevin Minor, Vice-President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Title:

Brittany Ledford, Controller/Asst. Secretary

Address for giving notices:

7050 Ensign Drive

Parkville, Missouri 64152

License No.: 08-22-0053 Liberty License
(where applicable)



An MDU Resources Company

CAPITAL ELECTRIC LINE BUILDERS, INC. OFFICERS AND DIRECTORS

Jeffrey S. Thiede
Chairman of the Board and Director
Chief Executive Officer
1250 W. Century Avenue
Bismarck, ND 58503

Greg Darkenwald
President
7050 Ensign Drive
Parkville, MO 64152

Jon B. Hunke
Treasurer
1250 W. Century Avenue
Bismarck, ND 58503

Colby Atwell
Vice-President, T&D
7050 Ensign Drive
Parkville, MO 64152

Daniel S. Kuntz
General Counsel & Secretary and Director
1250 W. Century Avenue
Bismarck, ND 58503

Kevin Minor
Vice-President, S&L
7050 Ensign Drive
Parkville, MO 64152

Thomas D. Nosbusch
Vice-President – Business
Development and Operations Support
1250 W. Century Avenue
Bismarck, ND 58503

Brittany Ledford
Asst. Secretary/Controller
7050 Ensign Drive
Parkville, MO 64152

Doran N. Schwartz
Director
1250 W. Century Avenue
Bismarck, ND 58503

Corporate Data Sheet Report as of February 12, 2023

1. Form to be used if Contractor is an individual.

State of _____)
County of _____) ss.

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal at _____, _____, the day and year first
above written.

(SEAL)

Notary Public

My commission expires _____, 20____

2. *Form to be used if Contractor is a partnership or unincorporated company.*

State of _____)
County of _____) ss.

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

Witness my hand and seal at _____, _____, the day and
year first above written.

(SEAL)

Notary Public

My commission expires _____, 20____

3. *Form to be used if Contractor is a corporation*

State of Missouri)
County of Platte) ss.

On this 21st day of February, 20 23, before me appeared Kevin Minor, to me personally known, who being by me duly sworn, did say that he/she is the Vice-President of Capital Electric Line Builders (the Contractor) and that the seal affixed to the foregoing agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal, contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority of its board of directors, and he/she acknowledges said instruments to be the free act and deed of said corporation.

Witness my hand and seal at Parkville, Missouri,



Sandy K. Johnson
Sandy K. Johnson Notary Public

My commission expires February 4, 20 27.

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we Capital Electric Line Builders, Inc.

as principle, and Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America
as surety, are held and firmly bound unto the City of Liberty, a Municipal Corporation
of the State of Missouri in the penal sum of: Four Hundred Fifteen Thousand Seven Hundred Fifty Eight and 00/100
DOLLARS (\$ 415,758.00) as the same may be increased by any and all changes in or additions to said contract
which may hereafter be made, lawful money of the United States, to be paid to the said City of Liberty or to its certain
agents, attorneys, assigns, or to the City of Liberty, Director of Public Works, for which sums of money, well and truly to
be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these
presents.

SEALED with our seals and dated February 28, 2023

The condition of this obligation is such that

WHEREAS, the said bounden principal has entered into a certain contract with the City of Liberty
acting by and through the City of Liberty, Director of Public Works, said contract being marked.

Withers Rd. and Holt Dr. Traffic Signal Improvement, CMAQ-3392(406), City Project No. 21-001

a copy of said contract being hereto attached and made a part hereof and bearing date of February 28, 2023

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract,
including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required
to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination,
and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without
any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said
contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed
and within the time mentioned in said contract, or within any additional time granted by the City of Liberty, which may be granted
without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery,
groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance
premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by
subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and
remain in full force and effect.

ATTEST: (SEAL)

Brittany Ledford
Asst. Secretary

Brittany Ledford

Capital Electric Line Builders, Inc.
Principal

By

Kevin Minor
Title Kevin Minor, Vice-President
Liberty Mutual Insurance Company &
Travelers Casualty and Surety Company of America
Surety

ATTEST: (SEAL)

Kerry Engbasser

By

Heather R. Goedtel
Title Heather R. Goedtel, Attorney-in-Fact

Address – Agent or Broker

8400 Normandale Lake Blvd., Suite 1700
Street

Bloomington, MN 55437
City

Name and Street Address of Agent to Whom All
Correspondence Should be Directed Relating to
Contract and Bond.

Heather R. Goedtel
Name

8400 Normandale Lake Blvd., Suite 1700
Street

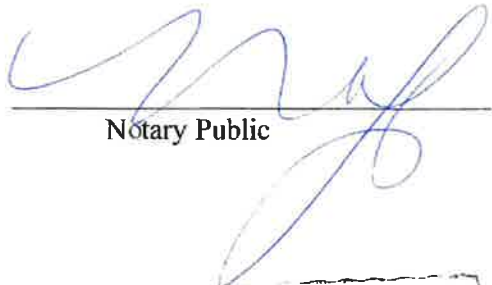
Bloomington, MN 55437
City, State

(2 of 2)

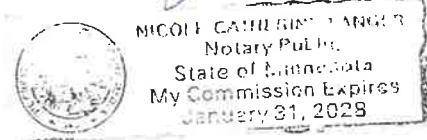
Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 28th day of February 2023, before me personally came Heather R. Goedtel, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209239-190003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Craig Olmstead, Erik T. Gunkel, Haley Pilug, Heather R. Goedel, Jessica Hoff, Kelly Nicole Enghausen, Laurie Pilug, Michelle Halter, Michelle Ward, Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of January, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of January, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of February, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, not an, letter of credit, currency rate, interest rate, individual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **HEATHER R GOEDEL** of **BLOOMINGTON**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **February**, **2023**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor five printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work with indication of critical path items, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other

- submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
 - C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. **Contractor's Responsibilities:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

- c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection

- with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
 - G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
 - H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
 - I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition

created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide bonds required under this Contract shall have an A.M. Best rating of A-VII or better.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG

20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has

been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. **Builder's Risk:** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be

specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not

identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times

resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone

employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
 1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors,

members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to

perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by

Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to

an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change

involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and

11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*:
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction,

the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the

Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer

(less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with

respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the

Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 2 – PRELIMINARY MATTERS

SC-2.07 Add the following new paragraph immediately after Paragraph 2.06:

“Owner is a municipality and Owner and Contractor acknowledge and agree that this Agreement constitutes a “Public Works Contract” as defined in Section 34.058 R.S.Mo. Notwithstanding anything else herein to the contrary, Owner and Contractor agree that the provisions contained in this Contract are subject to and superseded by the provisions of Section 34.058 R.S.Mo. Owner and Contractor both agree to conform to the legal requirements set forth in Section 34.057 R.S.Mo., which requirements shall supersede any provisions herein to the contrary.”

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05.C.2 Add the following language at the end of paragraph 4.05.C.2:

“Inclement weather is not considered as abnormal weather or an act of God. Extensions in Contract Time for abnormal weather shall be judged on the National Oceanic and Atmospheric Administration (NOAA) Local Climatological Data records for the area in which the project is being constructed. NOAA averages will be considered normal weather. Contractor shall be responsible for obtaining, preparing and presenting the appropriate weather data to support and substantiate Contractor’s request for an extension in Contract Time for abnormal weather.”

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**
- B. Not Used.**

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

- 1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months**

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

- 1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:

Statutory

Federal, if applicable (e.g., Longshoreman's): Statutory

Employer's Liability:

Bodily injury, each accident \$ 500,000

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$ 2,000,000

Products - Completed Operations Aggregate \$ 2,000,000

Personal and Advertising Injury
With employment exclusion deleted \$ 2,000,000

Each Occurrence (Bodily Injury and Property
Damage) \$ 2,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Combined Single Limit of \$ 2,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 2,000,000

General Aggregate \$ 2,000,000

5. Contractor's Pollution Liability:

Each Occurrence \$ Not Applicable

General Aggregate \$ Not Applicable

☒ If box is checked, Contractor is not required to provide Contractor's
Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: None.

7. Contractor's Professional Liability:

Each Claim \$ 2,000,000

Annual Aggregate \$ 2,000,000

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.01.C. Add the following new subparagraphs immediately after Paragraph 7.01.B:

The Contractor shall be responsible for the conduct of Contractor’s employees and the employees of Subcontractors and suppliers on the Work site. The Contractor shall take immediate steps to remedy any activity which may be construed as discriminatory or which creates a hostile Work environment. Activities covered by this provision include, but shall not be limited to, signs or language that is vulgar, profane, or racially or sexually derogatory.

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00 AM to 5:00 PM
2. Owner's legal holidays are:
 - a) New Year’s Day
 - b) Martin Luther King Jr. Day
 - c) President’s Day
 - d) Memorial Day
 - e) Juneteenth
 - f) Independence Day
 - g) Labor Day
 - h) Veterans’ Day
 - i) Thanksgiving Day
 - j) Day after Thanksgiving
 - k) Christmas Day

SC-7.02.B. Append Paragraph 7.02.B to state “No Sunday work shall be allowed.”

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Missouri and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. **General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents,

or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 14. **Completion:**
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

- SC 11.05** Add the following new sub-paragraph immediately after Paragraph 11.05.B
- SC-11.05.C** Adjustments in contract time due to extensive material lead time and/or availability shall follow the procedures defined within Article 11. Adjustments due to extensive lead time and/or availability shall require

documentation demonstrating that all other reasonable avenues have been explored prior to any adjustment in contract time.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.**
- 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Rental Rate Blue Book, FHWA Hourly Rate. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.**

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:**
- 1. if the extended price of a particular item of Unit Price Work amounts to 15 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and**
 - 2. if there is no corresponding adjustment with respect to any other item of Work; and**
 - 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.**

ARTICLE 15 – PAYMENT TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01.C.1 Amend the first sentence of Paragraph 15.08.A by replacing the words “10 days” with the words “20 days”.

SC-15.08.A Amend the first sentence of Paragraph 15.08.A by replacing the words “one year” with the words “two years”.

SC-15.08.D Amend the first sentence of Paragraph 15.08.D by replacing the words “one year” with the words “two years”.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC-16.02.D Add the following new sub-paragraph immediately after Paragraph 16.02.D.

SC-16.02.D.1 Contractor shall be deemed to have persistently failed to perform the Work in accordance with the Contract Documents, if Contractor has twice not timely cured failures of performance by Contractor which have been brought to the attention of Contractor by written notices of the Owner within the time specified in such notices and Owner gives a third notice to the Contractor of any such failure to perform.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Attorneys’ Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys’ fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties’ initial demand or defense positions in comparison with the final result.

SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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SPC-1.01 SCOPE OF WORK

- A. The work provided for in these specifications shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish construction of the improvements depicted on the drawings and described within these specifications. The scope of this work includes, but is not limited to, the following:
1. Site demolition. Demolition will consist of demolition and removal of the existing curb and gutter, asphalt pavement, curb ramps, sidewalk, and median trees within the limits shown on the drawings.
 2. Site clearing and grubbing. Contractor will be responsible for complete removal of trees in medians and turf around curb ramps. Contractor shall not clear or grub outside the limits of the temporary construction easement or outside of areas not to be disturbed without prior written approval from the city.
 3. Erosion and sediment control is the responsibility of the contractor for the duration of the project, from site mobilization to final project stabilization. At a minimum, erosion and sediment controls shall consist of inlet protection as shown in the plans and sediment fence for disturbed turf. Maintenance of installed measures are the sole responsibility of the contractor. Additional measures may be required to adequately prevent soil loss, and are the sole responsibility of the contractor.
 4. Earthworks. Contractor is responsible for excavation, filling, and compaction to reach the lines and grades shown on the drawings. Adequate compaction of embankments and gabion basket subgrades may require over-excavation in order to reach the minimum compaction requirements.
 5. New sidewalk/curb ramp construction shall ensure a smooth sidewalk transition to match the elevations and dimensions of the existing sidewalk.
 6. Other incidental and related work as set forth in these specifications and the detail drawings and as directed by the Engineer to make a complete and finished job.
- B. Work, including site access, conducted as part of this project shall be constrained to the existing right-of-way, easement for traffic control devices, and temporary construction easements.
- C. Final completion of project shall be no later than May 31st, 2023, unless previously approved by the Owner.

SPC-2.01 MEASUREMENT AND PAYMENT

- A. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the contract documents that will be directly paid for at the price bid per unit of measure.
- B. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted bidder. Unit price payments will be based upon the measurement of installed items. Unit prices and lump sums shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the contract documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price item to which it pertains.

Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids.

The following bid item additional information is included to provide payment calculation clarification for each listed bid item.

1. Bid Item #1 Mobilization and Bonds

- a. This work will not be measured for payment, but will be considered a lump sum price.
- b. Payment shall be full compensation for furnishing all bonds, materials, labor, equipment, and tools for the deployment of laborers and equipment to the site, site preparation, temporary utility installation, final site clean-up and demobilization. Payment of this item shall be lump sum by the following schedule:
 - 1) When 5 percent or more of the original contract amount is earned, 50 percent.
 - 2) When 10 percent or more of the original contract amount is earned, an additional 25 percent.
 - 3) When 25 percent or more of the original contract amount is earned, an additional 25 percent.

2. Bid Item #2 Construction Staking

- a. Payment will be made for Construction Staking at the contract Lump Sum price. Payment will be made for full compensation for providing all necessary construction staking and shall include all labor, equipment, materials and incidentals necessary to complete the work.
- b. Payment will be calculated based upon a percentage complete based upon the channel center line linear feet of the entire project.
- c. Incidental to this work shall be the re-setting of property corners that are removed, damaged, or dislocated by the Contractor's operation:
 - 1) The Contractor shall locate all existing property corners within the Project limits prior to commencing construction.
 - 2) All property corners that can be saved shall be marked and protected. Property corners anticipated to be disturbed during construction shall be located by ties and shall be reset by the Contractor at the termination of construction activities.
 - 3) All property corners surveying shall be performed by a qualified land surveyor registered in the State of Missouri.
 - 4) The property corner shall be a 1/2 IN DIA steel rod at least 2 FT in length.

3. Bid Item #3 Site Demolition

- a. Payment will be made for Demolition & Removal at the contract Lump Sum price. Payment will be made for full compensation for removing existing improvements within construction limits including but not limited to curb and gutter, asphalt pavement, sidewalk, etc., unless

otherwise noted on the plans and shall include all labor, equipment, excavation, disposal of and incidentals necessary to complete the work.

- b. Payment for the removal and furnishing of existing signs to the City of Liberty shall be included within the bid for Site Demolition.
- c. Payment will be calculated based upon a percentage complete based upon the project center line linear feet of the entire project.

4. Bid Item #4 Clearing & Grubbing

- a. Scope of Work. This work shall consist of clearing, grubbing, removing, and disposing of vegetation and trees within the limits of right-of-way and easement areas, except such vegetation as is designated to remain or to be selectively treated.
- b. Construction Requirements. The construction plans establish the right-of-way and construction lines and denotes all trees and turf areas to be removed. The Contractor shall preserve without damage any trees and all other vegetation and shrubs not denoted for removal. All trees and turf designated for removal shall be cleared and grubbed as required and shall be disposed of in an acceptable manner.

Stumps and roots for trees designed for removal shall be grubbed to a depth of not less than 16 inches below the existing earth grade. Stump holes shall be back-filled with suitable material and compacted to the approximate density of the adjacent area.

Burning of products from clearing and grubbing operations will not be permitted. The burial of stumps and debris will not be permitted on the right-of-way. Products of clearing and grubbing shall be removed from the right-of-way and disposed of out of sight from the roadway provided an acceptable written agreement with the property owner on whose property the products are placed is submitted by the Contractor.

Within the construction limits of the project, the Contractor shall trim any tree which does not provide 9 feet vertical clearance above any sidewalk and 14 feet vertical clearance above any street. Tree trimming shall be done before final payment and the trees shall be shaped at the direction of the Engineer. This tree trimming shall be considered incidental to the contract and no additional compensation shall be allowed.

Contractor shall protect and preserve the established reference points and property monuments and shall make no changes or relocations without the prior written approval of the Engineer. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

- c. Method of Measurement. No measurements will be made for clearing and grubbing.
- d. Basis of Payment. The accepted quantities of clearing and grubbing will be paid for at the lump sum contract price. Payment shall include all incidental items necessary to complete the Work.

5. Bid Item # 5 through #12 Traffic Control – Channelizers, Signs and Barricades

Refer to SPC-13.01

6. Bid Item #15 Sidewalk (4" thick)

- a. Final measured quantity will be in square yards.
- b. Payment for Sidewalk 4" thick shall be based on the unit price per square yard as set forth in the Proposal. Said price shall include all costs necessary to complete the work including, but not limited to, excavation, aggregate base, concrete reinforcement, concrete forming, concrete mix (pre-mix or mixed onsite), as well as all costs related to testing, curing, and finishing.

7. Bid Item #56 Sod

- a. Final measured quantity will be based on the square yard of the completed and installed item to the limits of the disturbed areas.
- b. Payment for sod shall be based on the unit price per square yard as set forth in the Proposal. Said price shall include all costs necessary to complete the work including, but not limited to, aeration, fertilization, mulching and watering, as required by the drawings and specifications. The pay limits of seeding shall be to the limits of the drainage easement.
- c. Contractor shall be responsible for all soil testing, topsoil and soil amendments/additives required to ensure the growth of an acceptable stand of vegetation.
- d. Maintenance of sod placed shall be in accordance with APWA Division II; Construction and Material Specifications, Section 2400; and Seeding and Sodding, Specification Section 2402.
- e. Contractor shall provide all hoses and sprinklers as necessary. Contractor may make arrangements with adjacent property owners to utilize outdoor water spigot connections. Compensation to property owners for water usages shall be incidental to this bid item.

8. Bid Item #57 Seeding & #58 Mulch

- a. Final measured quantity will be based on fully repairing disturbed turf area not included in the sodding areas and installed to the limits of the disturbed areas.
- b. Payment for seeding and mulch is based on the square yardage of fully completed turf repair per city specifications. Said price shall include all costs necessary to complete the work including, but not limited to, soil preparation (disking, tilling, etc.), seed mixes, fertilization, mulching and watering, as required by the drawings and specifications. The pay limits of seeding shall be for all disturbed turn areas not identified in the plans for sodding.
- c. Contractor shall be responsible for all soil testing, topsoil and soil amendments/additives required to ensure the growth of an acceptable stand of vegetation.
- d. Maintenance of seeded vegetation placed shall be in accordance with APWA Division II; Construction and Material Specifications, Section 2400; and Seeding and Sodding, Specification Section 2403.
- e. Contractor shall provide all hoses and sprinklers as necessary. Contractor may make arrangements with adjacent property owners to utilize outdoor water spigot connections. Compensation to property owners for water usages shall be incidental to this bid item.

SPC-3.01 PROJECT VIDEOTAPING

- A. Prior to construction, the Contractor shall videotape the entire extent of the project. The videotaping may be conducted on foot. The videotape shall show the existing conditions on the project. Details of such items as fences, sidewalks, landscaping, and driveways shall be clearly shown.
- B. After construction, the Contractor shall conduct a second videotaping, showing the same extents and level of detail as specified above. A copy of both video tapes shall be submitted to the Engineer for record keeping purposes. No direct payment will be made for project videotaping, but shall be considered subsidiary to the bid item, "Mobilization & Bonds."

SPC-4.01 SAFETY OF THE PUBLIC

The Contractor shall provide temporary walks, fencing, barricades or other protective measures as necessary to insure the safety of the public adjacent to the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the Contractor with due regard to location, appearance, and hazard potential to the traveling public.

SPC-5.01 FEES FOR CONSTRUCTION PERMITS

The City agrees to waive all fees for construction permits associated with the work to be done under this contract. Fees for occupation license, as required by the City, will be the responsibility of the Contractor and shall be subsidiary to the Contract.

SPC-6.01 MATERIALS TESTING

The Contractor shall provide a testing agency to perform all required testing services for soils and concrete installed as part of the Work. Testing requirements and frequency shall be per Section 9000 of the Technical Specifications. No direct payment will be made for materials testing, but shall be considered subsidiary to the applicable bid items, including Bid Items #7, #8, and #41.

SPC-7.01 TRAFFIC SIGNAL APPROVED PRODUCTS

The Contractor shall provide only traffic signal materials listed on the City of Liberty's Approved Materials list for Traffic Signals with the following noted exceptions:

- A. Traffic signal controller shall be Econolite brand Cobalt ATC controller or approved equal.
- B. Traffic signal cabinet shall be Econolite brand NEMA TS2 Type 2 Size 6 cabinet or approved equal.

Signal controller and cabinet shall match current City standards and types for ease of programming and maintenance. Approved equals shall be proposed to the City in writing no less than nine (9) business days prior to bid opening for consideration. Equal product submissions will be rejected if they do not meet the existing standards used by the City of Liberty.

SPC-8.01 CONTRACT SPECIAL CONDITIONS

The work shall conform to these special conditions and to the Liberty Technical Specifications as referenced herein. The Liberty Technical Specifications (Latest Edition) will govern as though it were repeated verbatim herein, except as modified or superseded by these special provisions.

In those instances where a conflict exists between MODOT and City of Liberty Standards, Specifications or Design Criteria the City of Liberty guidance shall be followed.

SPC-9.01 INSPECTIONS

MoDOT and FHWA may make inspections of the work and the contractor shall grant them access to all parts of the work.

SPC-10.01 SIGNING RESTRICTIONS

On site signage shall consist only of those information signs and traffic control devices deemed necessary. On site signage shall not include promotional or other information signs regarding such matters as identification of public officials, contractors, organizational affiliations, and related logos and symbols.

SPC-11.01 STANDARDIZED CHANGED CONDITION CLAUSES

Standardized changed condition clauses.

A. Differing site conditions.

- a. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- b. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- c. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- d. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

B. Suspensions of work ordered by the engineer.

- a. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

- b. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- c. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- d. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant changes in the character of work.

- a. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- b. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- d. The term "significant change" shall be construed to apply only to the following circumstances:
 - i. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - ii. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

SPC-12.01 ADA COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES

Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA

Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

A. ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website: http://www.modot.mo.gov/business/contractor_resources/forms.htm

- a. The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.
- b. It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

B. Coordination of Construction.

- a. Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour complaint with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.
- b. When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.
- c. When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

C. Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the

engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

- a. Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.
- D. Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.
- a. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

SPC-13.01 TRAFFIC CONTROL AND ROUTING

Payment will be made for:

- Line Item 5: Traffic Control Channelizers
- Line Item 6: Traffic Control – Signs R9-9
- Line Item 7: Traffic Control – Signs W021-5
- Line Item 8: Traffic Control – Signs W020-1
- Line Item 9: Traffic Control – Signs W020-5
- Line Item 10: Traffic Control – Signs W020-6a
- Line Item 11: Traffic Control – Signs R1-1
- Line Item 12: Traffic Control Type III Barricades

at the contract unit price. Unit pricing shall be the full payment for any and all associated routing, labor, equipment, materials and incidentals necessary to complete the work.

- A. Construction operations shall be coordinated to result in the least practicable delay to traffic. Traffic shall be carried through construction with a minimum of one lane open in each direction at all times. Access to adjoining businesses and residences will be maintained at all times.
- B. The Contractor shall utilize the traffic control plan provided within the contract plans. The plans are to be considered a minimum representation of the measures to be taken. Any additional traffic control plans, signs, barricades, warning lights, and all other equipment necessary to

direct and reroute traffic including flagmen and other personnel necessary to provide the required traffic control shall be provided at no additional cost.

- C. All signs and barricades used on the project shall conform to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) pertaining to traffic controls for street and highway construction. Sign Sizes are to be, at minimum, as defined within the MUTCD for Conventional Roads.
- D. Barricades and/or signs shall not be removed from a sidewalk until sidewalk is acceptable to be fully opened to traffic. Such determination will be made by the Engineer or his representative in the field.
- E. The Project Inspector and Contractor's representative on this project will make inspections of the traffic control devices installed as part of this contract and maintain record of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records.
- F. The Contractor will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of traffic lane closures for construction activities and to designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours. This information will be provided to the City Engineer.
- G. The City of Liberty, Missouri reserves the right to make adjustments or revisions in traffic handling requirements which may become necessary after construction on the project has started. These changes will be determined on the basis of periodic inspections throughout the duration of the project. Notice of such change will be transmitted to the Contractor and it will be his responsibility to make the necessary changes as soon as practicable after receipt of the notification.

SPC-14.01 SURFACE STRUCTURES AFFECTED BY CONSTRUCTION

All pavement, surfaces, driveways, curbs, walks, buildings, traffic signs, utility poles, guy wires and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards, parks and parking, shall be maintained and if removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such surface structures or parts thereof shall be made with new materials conforming to the requirements of these specifications or, if not specified, as approved by the Engineer, at the Contractor's own cost and expense, unless otherwise provided by the contract.

SPC-15.01 UTILITIES

For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>
City of Liberty, Water and Sanitary Sewer	No known adjustments needed.

Jason Thomas 2800 Riverview Rd, Liberty, MO 64068 Phone: (816) 985-7500	
Evergy Gwen Wyant 8325 N Platte Purchase, Dr Kansas City, Mo 64118 Phone: (816) 810-3204	Retire streetlight poles on the NE and SW corners of the intersection.
Spire Energy Chris Collins 7500 E. 35 th Ter, Kansas City, MO 64129 Phone: (816) 509-4400	Relocated N-S gas lines ~3-4' east to avoid signal poles 2 and 7
AT&T Mark Manion 500 E. 8 th St, Kansas City, MO 64106 Phone: (816) 772-0267	No known adjustments needed.
United Private Networks Harold Kalvei 950 W. 92 HWY, Kearney, MO 64060 Phone: (816) 500-3737	Relocate pullbox on NW corner ~3-4' southeast to planned signal conduit

- A. The existence and approximate location of utility facilities known to exist, as shown on the plans and bid documents, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.
- B. The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay

In their relocation and any cost to the contractor, it's subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

- C. The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or it's subcontractor's operation.
- D. Prior to beginning work, the contractor shall request locates from Missouri One Call.

- A. Basis of Payment. Any costs incurred by the contractor by reason of compliance with the above requirements shall be considered as included in and completely covered by the unit price bid for the various items of work included in the contract.

SPC-16.01 BUY AMERICA

In addition to Section 106.9 of the Missouri Standard Specifications for Highway Construction, the following requirements will also be in effect for this project.

- A. Description. The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021. The BIL includes Build America, Buy America Act Publication L. No. 117-58. This provision expands the Buy America requirements beyond what is currently only required for steel and iron products. The steel and iron provisions have not changed with the new bill. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. All other materials and manufactured products permanently incorporated into the project will be subject to Buy America requirements. There are three categories requiring Buy America Certification:
 - a. Iron and steel – no changes to the current specification requirements.
 - b. Manufactured products – these are currently exempted under the 1983 waiver from FHWA.
 - c. Construction materials consisting primarily of:
 - i. Non-ferrous metals;
 - ii. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - iii. Glass (including optic glass);
 - iv. Lumber; or
 - v. Drywall
- B. All products and or materials will only be classified under one of these categories and not under multiple categories. It is the prime contractor's responsibility to assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the job. The implementation of this policy will be in effect for all projects awarded after November 10, 2022.
- C. New items designated as construction materials under this requirement will require the prime contractor to submit a material of origin form certification prior to incorporation

into the project. The Certificate of Material origin form (https://modotgov.sharepoint.com/sites/cm/FormServerTemplates/CERTIFICATE_OF_MATERIALS_ORIGIN_NONIRON_STEEL.pdf) from the supplier and/or fabricator must show all steps of the manufacturing being completed in the United States. The Certificate of Material form shall be filed with the contract documents.

- D. Any minor miscellaneous construction material items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. The certification shall read "I certify all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically." The certification shall be signed by an authorized representative of the prime contractor.
- E. The National Transportation Product Evaluation Program (NTPEP) compliance program verifies that some non-iron and steel products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and an acceptable standard per 23 CFR 635.410(d). NTPEP compliant suppliers will not be required to submit step certification documentation with the shipment for some selected non-iron and steel materials. The NTPEP compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

- 1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be as follows:
- the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction" (if applicable) and their revisions,
 - the latest revision of the Design Criteria, Technical Specifications and Standard Details for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.
- 1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.
- 1.03 The aforementioned Technical Specifications are available online at:
- The Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.
 - <https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications>. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.
- 1.04 In the event of a conflict between the MODOT and City of Liberty specified Design Criteria, Specifications or Standard Details the City of Liberty criteria shall take precedence.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

- 2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.
- 2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 024
CLAY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$66.22
Boilermaker	\$31.44*
Bricklayer	\$59.38
Carpenter	\$59.64
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$54.27
Plasterer	
Communications Technician	\$55.20
Electrician (Inside Wireman)	\$65.94
Electrician Outside Lineman	\$31.44*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$31.44*
Glazier	\$31.44*
Ironworker	\$66.41
Laborer	\$47.56
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$60.02
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.94
Plumber	\$73.63
Pipe Fitter	
Roofer	\$57.74
Sheet Metal Worker	\$71.49
Sprinkler Fitter	\$31.44*
Truck Driver	\$31.44*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$57.92
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$31.44*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.24
General Laborer	
Skilled Laborer	
Operating Engineer	\$57.18
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$49.61
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half ($1\frac{1}{2}$) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

"General Decision Number: MO20230001 01/27/2023

Superseded General Decision Number: MO20220001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	- Executive Order 13658 generally applies to the contract. - The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/27/2023

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 39.94	19.50

CARP0005-006 05/01/2021

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 41.37	18.90
MILLWRIGHTS & PILEDRIVERS...	\$ 41.37	18.90

CARP0011-001 05/01/2022

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	\$ 34.06	19.20
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 32.43	19.20
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	\$ 34.07	19.20
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	\$ 32.00	19.20
BENTON, MORGAN AND PETTIS...	\$ 32.48	19.20
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 33.90	19.20
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 33.20	19.20
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 32.77	19.20
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS,		

PULASKI, REYNOLDS, SHANNON		
AND TEXAS COUNTIES.....	\$ 33.89	19.20
FRANKLIN COUNTY.....	\$ 37.59	19.20
JEFFERSON AND ST. CHARLES		
COUNTIES.....	\$ 39.94	19.50
LINCOLN COUNTY.....	\$ 35.91	19.20
PIKE, ST. FRANCOIS AND		
WASHINGTON COUNTIES.....	\$ 34.74	19.20
WARREN COUNTY.....	\$ 36.38	19.20

ELEC0001-002 07/17/2022

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN,
IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID,
PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,
WARREN, WASHINGTON AND WAYNE COUNTIES

	Rates	Fringes
Electricians.....	\$ 43.56	29.10

ELEC0002-001 09/04/2022

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON,
CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE,
HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN,
MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY,
MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM,
RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER,
SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND
WASHINGTON COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 44.16	23.14
Groundman & Truck Driver....	\$ 33.74	19.34
Lineman & Cable Splicer.....	\$ 51.45	25.81

ELEC0053-004 08/01/2021

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES)		
Groundman Powderman.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11

Line Construction; (BATES,
BENTON, CARROLL, CASS, CLAY,
HENRY, JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE,
RAY AND SALINE COUNTIES)

Groundman Powderman.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11

ELEC0095-001 06/01/2020

BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON,
ST CLAIR, AND VERNON COUNTIES

	Rates	Fringes
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Electricians:

Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 27.43	17.44

ELEC0124-007 09/28/2021

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON,
JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE
COUNTIES:

	Rates	Fringes
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Electricians.....	\$ 41.79	23.67
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ELEC0257-003 03/01/2021

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN,
CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES,
MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

	Rates	Fringes
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Electricians:

Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 34.60	16.38

ELEC0350-002 12/01/2022

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,
MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS,
SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

	Rates	Fringes
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Electricians.....	\$ 35.50	19.94
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* ELEC0453-001 09/01/2022

	Rates	Fringes
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Electricians:

CHRISITAN, DALLAS,
DOUGLAS, GREENE, HICKORY,
HOWELL, LACLEDE, OREGON,

OZARK, POLK, SHANNON,	
WEBSTER and WRIGHT COUNTIES..\$ 30.00	17.26
PULASKI and TEXAS COUNTIES..\$ 35.29	26.40
STONE and TANEY COUNTIES....\$ 25.88	16.45

ELEC0545-003 06/01/2022

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER,
GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY,
AND CALDWELL COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.00	16.39

ELEC0702-004 12/30/2019

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON,
MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE
COUNTIES

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	\$ 30.31	29% + 7.75
Groundman-Equipment		
Operator Class II (all		
other equipment).....	\$ 38.46	29% + 7.75
Heavy-Equipment Operator		
Class I (all crawler type		
equipment D-4 and larger)...	\$ 43.88	29% + 7.75
Lineman.....	\$ 53.51	29% + 7.75

ENGI0101-001 05/01/2020

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,
CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,
HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,
LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH
COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 34.73	18.20
GROUP 2.....	\$ 34.33	18.20
GROUP 3.....	\$ 32.33	18.20

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and
spreader; asphalt plant operator; auto grader or trimmer or
sub-grader; backhoe; blade operator (all types); boilers -
2; booster pump on dredge; bulldozer operator; boring
machine (truck or crane mounted); clamshell operator;
concrete mixer paver; concrete plant operator; concrete
pump operator; crane operator; derrick or derrick trucks;
ditching machine; dragline operator; dredge engineman;
dredge operator; drill cat with compressor mounted
(self-contained) or similar type self- propelled rotary
drill (not air tract); drilling or boring machine
(rotary-self-propelled); finishing machine operator;

greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: (a) Oiler;
 (b) Oiler driver
 (c) Mechanic.

DAILY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.75) ABOVE GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

 ENGI0101-005 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.42	20.44
GROUP 2.....	\$ 37.38	20.44
GROUP 3.....	\$ 32.91	20.44
GROUP 4.....	\$ 36.26	20.44

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2;

booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high pressure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$1.00) ABOVE GROUP 1 RATE:

Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;

Piledrivers 80 ft. of boom or over (including jib);

Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2019

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 31.72	14.88
GROUP 2.....	\$ 31.37	14.88
GROUP 3.....	\$ 31.17	14.88
GROUP 4.....	\$ 29.12	14.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$.25 above GROUP 1 rate:

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib);
 Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$.50 above GROUP

1 rate:

Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$.75 above GROUP 1 rate:

Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/05/2022

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.36	28.93
GROUP 2.....	\$ 38.36	28.93
GROUP 3.....	\$ 37.06	28.93
GROUP 4.....	\$ 36.61	28.93

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2""; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;
 Crane, climbing (such as Linden) - \$.50;
 Crane, Pile Driving and Extracting - \$.50
 Crane with boom (including job) over
 100 ft from pin to pin - add \$.01 per foot
 to maximum of \$4.00);
 Crane, using rock socket tool - \$.50;
 Derrick, diesel, gas or electric hoisting material
 and erecting steel (150 ft or more above ground) - \$.50;
 Dragline, 7 cu yds and over - \$.50;
 Hoist, Three or more drums in use - \$.50;
 Scoop, Tandem - \$.50;
 Shovel, Power - 7 cu yds and over - \$.50;
 Tractor, Tandem Crawler - \$.50;
 Tunnel, man assigned to work in tunnel or
 tunnel shaft - \$.50;
 Wrecking, when machines are working on
 second floor or higher - \$.50

ENGI0513-006 05/01/2022

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE
 GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN,
 GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES,
 MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY,
 MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS,
 PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST.
 FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON,
 SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

Rates

Fringes

Power equipment operators:

GROUP 1.....	\$ 33.24	28.75
GROUP 2.....	\$ 32.89	28.75
GROUP 3.....	\$ 32.69	28.75
GROUP 4.....	\$ 29.04	28.75

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; quad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE: HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under Without oiler - \$2.00
 Certified Crane Operator - \$1.50;
 Certified Hazardous Material Operator \$1.50;
 Crane, climbing (such as Linden) - \$0.50;

Crane, pile driving and extracting - \$0.50;
 Crane, with boom (including jib) over 100' from pin to pin
 add \$0.01 per foot to maximum of \$4.00;
 Crane, using rock socket tool - \$0.50;
 Derrick, diesel, gas or electric, hoisting material and
 erecting steel (150' or more above the ground) - \$0.50;
 Dragline, 7 cu. yds, and over - \$0.50;
 Hoist, three or more drums in use - \$0.50; Scoop, Tandem -
 \$0.50;
 Shovel, power - 7 cu. yds. or more - \$0.50;
 Tractor, tandem crawler - \$0.50;
 Tunnel, man assigned to work in tunnel or tunnel shaft -
 \$0.50;
 Wrecking, when machine is working on second floor or higher -
 \$0.50;

 ENGI0513-007 05/05/2022

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.36	28.93
GROUP 2.....	\$ 38.36	28.93
GROUP 3.....	\$ 37.06	28.93
GROUP 4.....	\$ 36.61	28.93

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane
 crawler or truck; crane, hydraulic-truck or cruiser mounted
 16 tons & over; crane locomotive; derrick, steam; derrick
 car & derrick boat; dragline; dredge; gradall, crawler or
 tire mounted; locomotive, gas, steam & other powers; pile
 driver, land or floating; scoop, skimmer; shovel, power
 (steam, gas, electric or other powers); switch boat;
 whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge;
 asphalt spreader; atthey force feeder loader (self-
 propelled); backfilling machine; backhoe-loader; boat
 operator-push boat or tow boat (job site); boiler, high
 pressure breaking in period; boom truck, placing or
 erecting; boring machine, footing foundation; bull- float;
 cherry picker; combination concrete hoist & mixer (such as
 mixer mobile); compressor (when operator runs throttle);
 concrete breaker (truck or tractor mounted); concrete pump,
 such as pump-crete machine; concrete saw (self-propelled),
 concrete spreader; conveyor, large (not self-propelled),
 hoisting or moving brick and concrete into, or into and on
 floor level, one or both; crane, hydraulic-rough terrain,
 self-propelled; crane hydraulic-truck or cruiser
 mounted-under 16 tons; drilling machines, self-powered use
 for earth or rock drilling or boring (wagon drills nd any
 hand drills obtaining power from other sources including
 concrete breakers, jackhammers and barco equipment-no
 engineer required); elevating grader; engineman, dredge;
 excavator or powerbelt machine; finishing machine,
 self-propelled oscillating screed; forklift; grader, road
 with power blade; highlift. greaser; hoist, stack,
 hydro-hammer; loading machine (such as barber-greene);
 machanic, on job site; mixer, pipe wrapping machines; plant
 asphalt; plant, concrete producing or ready-mix job site;

plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

IRON0010-012 04/01/2022

Rates Fringes

Ironworkers:

ANDREW, BARTON, BENTON,
CAMDEN, CEDAR, CHARITON,
CHRISTIAN, COOPER, DADE,

DALLAS, DAVIESS, DE KALB,
 GENTRY, GREENE, GRUNDY,
 HARRISON, HICKORY, HOLT,
 HOWARD, LACLEDE, LINN,
 LIVINGSTON, MERCER,
 MONITEAU, MORGAN, NODAWAY,
 PETTIS, POLK, PUTNAM,
 RANDLOPH, ST. CLAIR,
 SULLIVAN, TANEY, VERNON,
 WEBSTER, WRIGHT and WORTH
 Counties and portions of
 ADAIR, BOONE, MACON,
 MILLER and RANDOLPH
 Counties.....\$ 32.50 32.68
 ATCHISON, BATES, BUCHANAN,
 CALDWELL, CARROLL, CASS,
 CLAY, CLINTON, HENRY,
 JACKSON, JOHNSON,
 LAFAYETTE, PETTIS, PLATTE,
 SALINE, AND RAY COUNTIES....\$ 35.50 32.68

IRON0321-002 08/01/2022

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 23.50	19.96

IRON0396-004 08/04/2021

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,
 FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE.
 GENEVIEVE, and REYNOLDS Counties; and portions of MADISON,
 PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	\$ 36.71	28.96

IRON0396-009 08/04/2021

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES,
 MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT
 Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL,
 LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

	Rates	Fringes
Ironworker.....	\$ 32.24	28.96

IRON0577-005 06/01/2022

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS,
 SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
Ironworker.....	\$ 28.80	25.05

IRON0584-004 06/01/2022

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

	Rates	Fringes
Ironworkers:.....	\$ 28.00	16.00

IRON0782-003 08/01/2022

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD
Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN,
MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....	\$ 35.13	28.27
All Other Work.....	\$ 30.73	24.12

LAB00042-003 03/02/2022

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	\$ 35.80	16.77

LAB00042-005 03/02/2022

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman.....	\$ 35.80	16.77
Laborers, Flaggers.....	\$ 35.80	16.77
Wrecking.....	\$ 35.80	16.77

LAB00110-005 05/01/2022

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1.....	\$ 34.49	15.42
GROUP 2.....	\$ 35.09	15.42
LABORER (Washington County)		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders;
salamander Tenders; Dump Man; Ticket Takers; loading trucks
under bins, hoppers, and conveyors; track man; cement
handler; dump man on earth fill; georgie buggy man;
material batch hopper man; spreader on asphalt machine;
material mixer man (except on manholes); coffer dams;
riprap pavers rock, block or brick; scaffolds over ten feet
not self-supported from ground up; skip man on concrete

paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LAB00579-005 05/01/2022

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1.....	\$ 28.29	16.34
GROUP 2.....	\$ 28.64	16.34
LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, T. CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)		
GROUP 1.....	\$ 27.28	15.55
GROUP 2.....	\$ 27.83	15.55
LABORER (LAFAYETTE COUNTY)		

GROUP 1.....	\$ 28.83	15.80
GROUP 2.....	\$ 29.18	15.80

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LAB00660-004 05/01/2022

Clark, Knox, Lewis, Marion, Pike, Ralls, Scotland, Shelby Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement

handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LAB00660-006 06/01/2022

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 35.91	15.42

LAB00662-001 05/01/2022

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders;

salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LAB00663-002 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 33.05	16.81
GROUP 2.....	\$ 34.26	16.81

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier

hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzle man, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), toppler of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditch liners, pressure groutmen, caulker and chain or concrete saw, cliff scalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

LAB00840-011 05/01/2022

Crawford, Dent, Franklin, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties

	Rates	Fringes
LABORER (Crawford, Dent, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties)		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42
LABORER (Franklin County)		
GROUP 1.....	\$ 34.44	15.42
GROUP 2.....	\$ 35.04	15.42

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine;

material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LABO0955-012 05/01/2022

Adair, Audrain, Boone, Chariton, Cooper, Howard, Linn, Macon, Monroe, Putnam, Randolph, Schuyler and Sullivan Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in

connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LAB01104-005 05/01/2022

Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, Scott, St Francois, Ste Genevieve, Stoddard and Wayne Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe

lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

PAIN0002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller; Taper.....	\$ 28.61	10.24
High work over 60 feet.....	\$ 29.11	10.24
Lead Abatement.....	\$ 29.36	10.24
Pressure Roller; High work under 60 ft.....	\$ 28.86	10.24
Spray & Abrasive Blasting; Water Blasting (Over 5000 PSI).....	\$ 30.61	10.24
Taper (Ames Tools & Bazooka).....	\$ 30.21	10.24

PAIN0002-006 04/01/2020

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.

	Rates	Fringes
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Painters:

Bridges, Dams, Locks or Powerhouses.....	\$ 26.64	13.98
Brush and Roll; Taping, Paperhanging.....	\$ 24.64	13.98
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....	\$ 25.64	13.98
Spray; Structural Steel (over 50 feet).....	\$ 24.64	13.98
Tapers using Ames or Comparable Tools.....	\$ 25.39	13.98

PAIN0003-004 04/01/2019

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES

	Rates	Fringes
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Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 33.41	17.76
Brush & Roller.....	\$ 30.54	17.76
Drywall.....	\$ 31.74	17.76
Paper Hanger.....	\$ 31.04	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...	\$ 32.41	17.76
Steeplejack.....	\$ 36.98	17.76

PAIN0003-011 04/01/2019

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES

	Rates	Fringes
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Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 26.73	17.76
Brush & Roller.....	\$ 24.43	17.76
Drywall.....	\$ 25.39	17.76
Paper Hanger.....	\$ 24.83	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...	\$ 26.35	17.76
Steeplejack.....	\$ 29.58	17.76

PAIN0203-001 04/01/2012

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT

COUNTIES

	Rates	Fringes
Painters:		
Finisher.....	\$ 20.18	11.33
Painter.....	\$ 19.75	11.76
Sandblaster, High Man, Spray Man, Vinyl Hanger, Tool Operator.....	\$ 21.18	11.33

PAIN1185-008 04/01/2022

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS,
PULASKI AND TEXAS COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 31.28	14.58
Floor Work.....	\$ 32.28	14.58
Lead Abatement.....	\$ 32.28	14.58
Spray.....	\$ 32.28	14.58
Structural Steel, Sandblasting and All Tank Work.....	\$ 33.28	14.58
Taping, Paperhanging.....	\$ 32.28	14.58

PAIN1292-002 09/01/2022

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 31.58	15.36

Height Rates (All Areas):
Over 60 ft. \$0.50 per hour.
Under 60 ft. \$0.25 per hour.

PAIN1292-003 09/01/2022

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON
COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 31.58	15.36

Height Rates (All Areas):
Over 60 ft. \$0.50 per hour
Under 60 ft. \$0.25 per hour.

PAIN2012-001 04/20/2022

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY &
WORTH COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 33.35	18.73
Sandblaster.....	\$ 37.27	18.73
Steeplejack.....	\$ 40.84	18.73

PLAS0518-006 03/01/2022

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK,
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.77	12.43

PLAS0518-007 04/01/2022

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY
COUNTIES

	Rates	Fringes
Cement Masons:.....	\$ 35.12	18.30

PLAS0518-011 04/01/2022

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY,
HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.93	20.50

PLAS0527-001 04/01/2021

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND WARREN COUNTIES.....	\$ 34.79	19.58
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County).....	\$ 35.96	19.56

PLAS0527-004 06/01/2021

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI,

RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS,
WASHINGTON COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 30.30	19.48

PLAS0908-001 05/01/2021

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY,
SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 30.30	17.53

PLAS0908-005 05/01/2021

BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,
GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,
MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 30.30	17.53

PLUM0008-003 06/01/2022

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 51.28	23.29

PLUM0008-017 06/01/2022

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY,
ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
Plumbers.....	\$ 51.28	23.29

PLUM0045-003 08/01/2022

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB,
GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 41.35	25.45

PLUM0178-003 11/01/2022

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND
WRIGHT COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.75	15.32

PLUM0178-006 11/01/2022

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects \$750,000 & under...	\$ 32.78	15.32
Projects over \$750,000.....	\$ 35.75	15.32

PLUM0533-004 06/01/2022

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

	Rates	Fringes
Pipefitters.....	\$ 51.43	23.35

PLUM0562-004 07/01/2022

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

	Rates	Fringes
Plumbers and Pipefitters		
Mechanical Contracts		
including all piping and		
temperature control work		
\$7.0 million & under.....	\$ 44.66	21.49
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....	\$ 44.66	21.49

PLUM0562-016 07/01/2022

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City and County), WARREN and WASHINGTON COUNTIES

	Rates	Fringes
Plumbers		
Mechanical Contracts		
including all piping and		
temperature control work		
\$7.0 million & under.....	\$ 44.66	21.49

Mechanical Contracts
including all piping and
temperature control work
over \$7.0 million.....\$ 44.66 21.49

TEAM0013-001 05/01/2022

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....	\$ 32.44	14.75
GROUP 2.....	\$ 32.60	14.75
GROUP 3.....	\$ 32.59	14.75
GROUP 4.....	\$ 32.71	14.75
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1.....	\$ 33.17	14.75
GROUP 2.....	\$ 33.33	14.75
GROUP 3.....	\$ 33.32	14.75
GROUP 4.....	\$ 33.44	14.75
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1.....	\$ 35.53	14.75
GROUP 2.....	\$ 35.64	14.75
GROUP 3.....	\$ 35.68	14.75
GROUP 4.....	\$ 35.75	14.75
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1.....	\$ 35.18	14.75
GROUP 2.....	\$ 34.29	14.75
GROUP 3.....	\$ 35.33	14.75
GROUP 4.....	\$ 34.40	14.75

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons;
Pickup Trucks; Material Trucks, Single Axle; Tank Wagon,
Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump
Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem
Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel
Trucks; Distributor Drivers and Operators; Tank Wagon,
Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks,

Speedace, Euclids and other similar equipment; A-Frame and
Derrick Trucks; Float or Low Boy

TEAM0056-001 05/01/2020

	Rates	Fringes
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Truck drivers (ANDREW,
BARTON, BATES, BENTON,
CALDWELL, CAMDEN, CARROLL,
CEDAR, CHARITON, CHRISTIAN,
CLINTON, COOPER, DADE,
DALLAS, DAVIESS, DEKALB,
DOUGLAS, GREENE, HENRY,
HICKORY, HOWARD, JASPER,
LACLEDE, LAWRENCE, LINN,
LIVINGSTON, MONITEAU, MORGAN,
NEWTON, PETTIS, POLK,
RANDOLPH, ST. CLAIR, SALINE,
VERNON, WEBSTER AND WRIGHT
COUNTIES)

GROUP 1.....	\$ 31.37	14.25
GROUP 2.....	\$ 31.53	14.25
GROUP 3.....	\$ 31.52	14.25
GROUP 4.....	\$ 31.64	14.25

Truck drivers: (ATCHISON,
BARRY, GENTRY, GRUNDY,
HARRISON, HOLT, MCDONALD,
MERCER, NODAWAY, OZARK,
STONE, SULLIVAN, TANEY AND
NORTH COUNTIES)

GROUP 1.....	\$ 30.64	14.25
GROUP 2.....	\$ 30.80	14.25
GROUP 3.....	\$ 30.79	14.25
GROUP 4.....	\$ 30.91	14.25

Truck drivers; (BUCHANAN,
JOHNSON AND LAFAYETTE
COUNTIES)

GROUP 1.....	\$ 32.58	14.25
GROUP 2.....	\$ 32.69	14.25
GROUP 3.....	\$ 32.73	14.25
GROUP 4.....	\$ 32.80	14.25

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup
trucks; material trucks single axle; tank wagons single
axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump
trucks; material trucks tandem axle; tank wagons tandem
axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel
trucks; distributor drivers & operators; tank wagons semi-
trailer; insley wagons, dumpsters, half-tracks, speedace,
euclids & other similar equipment; A-frames and derrick
trucks; float or low boy.

TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS,
 GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD,
 MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE,
 TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
--	-------	---------

Truck drivers:

Traffic Control Service		
Driver.....	\$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th,
 Labor Day, Thanksgiving Day, Christmas Day, employee's
 birthday and 2 personal days.

TEAM0541-001 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
--	-------	---------

Truck drivers:

GROUP 1.....	\$ 34.71	16.75
GROUP 2.....	\$ 34.14	16.75
GROUP 3.....	\$ 33.62	16.75

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom
 ruck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks,
 Excavating, 5 cu yds and over; Dumpsters; Half-Tracks:
 Speedace: Euclids & similar excavating equipment Material
 trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork
 trucks; Distributor Drivers and Operators; Agitator and
 Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team;
 Station Wagons; Pickup Trucks; Material Trucks, Single
 Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2017

ST LOUIS CITY AND COUNTY

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 33.30	13.79+a+b+c+d
GROUP 2.....	\$ 33.50	13.79+a+b+c+d
GROUP 3.....	\$ 33.60	13.79+a+b+c+d

a. PENSION: 5/1/2012 - \$182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is
 required by a state or federal agency or requested by
 project owner or by the employer, employees on that job
 site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"



MISSOURI PROJECT EXEMPTION CERTIFICATE

AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: 02-07-2023

CONTRACTOR: Capital Electric Line Builders, Inc.

ADDRESS: 4400 NW Mattox Rd

CITY/STATE/ZIP: Riverside, MO 64150

NAME OF PERSON TO CONTACT AND PHONE #, IF QUESTIONS: John Findlay, City Engineer - 816.439.4507

PROJECT # ASSIGNED: 21-001

PROJECT DESCRIPTION: Withers Rd. and Holt Dr. Traffic Signal Improvement

PROJECT LOCATION: City of Liberty, Missouri - Intersection of Withers Rd. and Holt Dr.

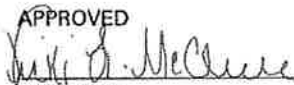
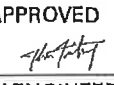
DATE OF CONTRACT: 02-28-2023 DATE PROJECT TO BEGIN: 2/28/2023

ESTIMATED PROJECT COMPLETION DATE: 12/1/2023 REVISED COMPLETION DATE: _____

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

ATTACHED IS THE STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

APPROVED  _____ DIRECTOR OF FINANCE	<u>2.10.23</u> _____ DATE	APPROVED  _____ CITY ENGINEER	John Findlay, P.E. 2023.02.07 15:52:42-06'00' _____ DATE
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INSTRUCTIONS

EXEMPT ENTITY-A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Certificate Expiration Date.

CONTRACTOR/SUBCONTRACTOR- The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase on behalf of the exempt entity, all tangible personal property to be incorporated or consumed in the construction of that project and no other on a tax exempt basis. **A COPY OF EACH CERTIFICATE MUST BE RETAINED BY THE PURCHASER FOR A PERIOD OF FIVE YEARS.**

MATERIAL SUPPLIER-A completed copy of this exemption certificate along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF LIBERTY
101 E KANSAS ST
LIBERTY MO 64068

Missouri Tax ID
Number: 12490938

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

This RER is being processed, it can still be edited. You will be notified when it is completed.

Date Updated: 12/01/2021
Updated By: Mark Sowers

Request for Environmental Review Form#:2022-08-00022

Alternative Project Delivery Method (such as Design/Build)

▼ Project Information

Prefix:	CMAQ	Project Number:	3392406	Bridge Number:	
District:	Kansas City	County:	CLAY	Sponsor:	City of Liberty
				Sponsor Email:	jfindlay@libertymo.
TIP Number:		Rte/Street:	Withers and Holt		
MoDOT Job Number:		TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	No
Location/Stream Crossing :	WITHER & HOLT SIGNAL				
TMS Project Description - termini (no stations):					
Describe RER project improvements in full detail:	The City of Liberty is experiencing increasing traffic volumes with increasing delay and degrading safety at the intersection of Withers Road and Holt Drive. This intersection is adjacent to Liberty Middle School and experiences significant peak hour traffic volume surges due to ingress / egress to the school. The need for a traffic signal at this intersection has been verified, along with geometric improvements to the intersection. The project includes installation of a traffic signal, the addition of left turn lanes in the median, and rebuilding of the adjacent sidewalks to accommodate the proposed improvements and to install ADA-compliant ramps. The project has received CMAQ funding.				
District Liaison:	Marisela Ward - 816-607-2252	Contact:	None selected		
Email:	Marisela.Ward@modot.mo.gov	Email:			
Contact:	None selected	Contact:	None selected		
Email:		Email:			
Date Desired:	09/16/2021	Submit Date:	08/17/2021		
Desired A-Date:					
Responsible Individual:	Jennifer Schwaller - (8/17/2021 2:33:12 PM) - 816-412-1310		Submitted By:	Jennifer Schwaller - (8/17/2021 12:00:00 AM) - 816-412-1310	
Existing Condition					
ADT:	6150	Speed Limit:	35		
Number of Travel Lanes:	4	Lane Width:	11		
Shoulder Width:	0	Curb and Gutter:	No		
Bridge width, measured from gutterline to gutterline:	0	Sidewalks:	Both		
Proposed Design Improvement					
ADT:	7500	Speed Limit:	35	Design Speed:	40
Number of Travel Lanes:	4	Lane Width:	11		
Shoulder Width:	0	Curb and Gutter:	No		

Bridge width, measured from gutterline to gutterline: 0

Sidewalks: Both

Bridge Length: 0

Roadway length: 0

Railroad Crossing No

Drainage District (If Applicable): Choose One...

Program Year:

Preliminary Engineering: 2021

Right of Way: N/A

Construction: 2022

Has the sponsor documented that the project has: 1. Independent utility, 2. Logical termini, and 3. Does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements?: ☐ Yes ☒ No

Project breakout from previous or larger project? *If checked explain:*

Acres - From all sources (e.g. donated from public or private entities):

Additional R/W (acres): 0

Temp Easement (acres): .01

Permanent Easement (acres): .10

ROW may be needed, but, not yet determined? No

Is ANY Federally-owned land impacted by the project? Yes ☐ No ☒

Land Disturbance:

Will project involve 1 acre or more: No

Acres of Tree Clearing: 0 acres

DO NOT CLEAR TREES W/O MODOT'S PRIOR WRITTEN APPROVAL

Number of Displacements(do not include partial takes that do not displace):

Residential: Yes ☐ No ☒

Commercial: Yes ☐ No ☒

No. of People:

Residences:

No. of Employees:

Businesses:

Any Public Involvement planned or completed:

none

Average Daily Traffic:

ADT Construction Year: 7500

ADT Design Year: 6150

Traffic Impacts:Road Closure Planned: Yes ☐ NoBridge Closure Planned: Yes ☐ No

Days/Months Closed:

Detour > 25 mi rural Yes ☐ NoDetour > 5 mi urban
(inside MPO) Yes ☐ No

Detour Info:

Bicycle / Pedestrian ConsiderationPedestrian facilities
considered: YesBicycle facilities
considered: No**National Flood Insurance Program (NFIP) and Hydraulic Design Data:**Project is in a FEMA-
identified zone "subject
to 100-year flooding":
*If so, what zone?:*Project is in a FEMA-
defined "floodway" No

Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property)

If checked, give details:

Is ANY construction taking place on MoDOT owned property under this project?

Yes ☐ No

Is highway improvement located within 4 miles of an existing airport?

Known Concerns: Provide information you have about these resources that you have observed in the area.

Parkland: There are no parklands adjacent to the Withers and Holt intersection.

Wetland/404 Permit: There are no wetlands adjacent to the Withers and Holt intersection

Land Disturbance /
Stormwater: Total land disturbance is approximately 5,000 square feet; and of that, approximately 3,592 square feet consists of
existing pervious surface (grassed median) that would be converted to impervious surface (left turn lane). The proposed
project does not involve any stormwater modifications or improvements.Farmland: The surrounding soils are comprised of Sharpsburg-Urban land complex, 2 to 5 percent slopes and 5 to 9 percent
slopes. These soils are Prime Farmlands and Farmlands of Statewide Importance. However, none of the land adjacent
to the intersection is used for farming purposes.Threatened &
Endangered Species: There are three bat species that could be potentially be located near to the project: the gray bat, northern long-eared
bat, and Indiana bat. The project would not involve any tree clearing. There are no critical habitats within near proximity
of the intersection.Migratory Birds: Are
there birds nesting on
the structure? No, There are no bridge or culvert structures at the intersection.Hazardous Waste: There are no known potential hazardous waste sites at the intersection. Adjacent land uses consists of educational
buildings, a library, and residential development.Cultural Resources: The proposed project would not impact previously undisturbed soils. Surrounding development is not greater than 50
years old. There are no historic districts and no NRHP-listed properties near to the intersection.

LPA Comments:

Project Attachments:

****NOTE: If making updates to an attachment, please use a different filename than the original.**
****The combined size of attachments in one upload must be less than 100MB**

Attachments:

- ✖ Letter - RER Social Justice.pdf
- ✖ Withers&Holt_ProtectedSpeciesMemo.pdf
- ✖ Withers&Holt_ProjectLocationMap.pdf
- ✖ Withers&Holt_Soil_Map_08.2021.pdf
- ✖ Withers&Holt_Species List_Missouri Ecological Services Field Office.pdf
- ✖ Withers & Holt-Prelim_2021-08-02.pdf

Required Information to be attached for each RER stage:

- Location map (county map, topographic map or aerial map) showing the project limits
- plan sheets
- KMZ files showing tree clearing limits and/or plans
- permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 Project Information Form for review, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)

RER Environmental Screenings

Farmland Impact

Status Information:

• N/A Pending Cleared

Clearance Date:

Environmental Response: The project is in a designated urbanized area (Kansas City, MO-KS 43912) as indicated on the U.S. Census Bureau Urban Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.

LPA Action: None

Attachments:

- ✓ Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 8/20/2021 1:29:26 PM

Floodplain/Regulatory Floodway

Status Information:

• N/A Pending Cleared

Clearance Date:

Environmental Response: According to the attached FEMA floodplain map, the project is not located in the 100-year floodplain or the regulatory floodway. The project is not subject to floodplain permitting requirements.

LPA Action: None

Attachments:

- ✖ FIRMETTE_Withers-Holt.pdf

- ✓ Floodplain/Regulatory Floodway Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 8/20/2021 1:29:34 PM

► Land Disturbance / Stormwater

Status Information:

• N/A Possible Issues Noted

Clearance Date:

Environmental Response: From RER submission: Total land disturbance is approximately 5,000 square feet; and of that, approximately 3,592 square feet consists of existing pervious surface (grassed median) that would be converted to impervious surface (left turn lane). The proposed project does not involve any stormwater modifications or improvements. If the project is in a regulated MS4 area, adhere to the MS4 requirements as defined in the MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Any project with land disturbance of 1-acre or more requires a NPDES land disturbance permit from MDNR.

LPA Action: If the project will disturb 1-acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act.

Attachments:

✓ Land Disturbance / Stormwater Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 8/20/2021 1:30:31 PM

► FEMA/SEMA Buyout

Status Information:

• N/A Pending Cleared

Clearance Date:

Environmental Response: According to the ArcMap GIS FEMA buyout layer, there are no flood buyout sites in the vicinity of the project area. The project will not result in development on any FEMA buyout properties.

LPA Action: None

Attachments:

✓ FEMA/SEMA Buyout Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 8/20/2021 1:30:40 PM

► Socioeconomic Impact

Status Information:

N/A Pending • Cleared

Clearance Date:

12/01/2021

Environmental Response: UPDATE 12/1/21: The sponsor provided a memo addressing public involvement. No public meeting or comment period is planned due to the limited size and anticipated impact of the proposed project. However, the City of Liberty has installed informational signage at the intersection indicating that the traffic signals at the intersection of Withers Road and Holt Drive are coming in 2022. INITIAL: The project does not require commercial or residential displacements and no new right of way, but does require small amounts of new temporary and permanent easements that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Road closures and detours will not be necessary during construction. More information is required.

LPA Action: COMPLETE: Provide information about public involvement (public meetings, comment periods, press releases, etc.) regarding the project. Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Provide sufficient public notice of construction work and traffic management plans consistent with MoDOT's and local public involvement policies and procedures.

Attachments:

✓ Socioeconomic Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 12/1/2021 3:41:43 PM

Threatened & Endangered Species

Status Information:

• No Effect Pending Cleared

Clearance Date:

10/11/2021

Environmental Response: UPDATE 10/11/2021: MoDOT has completed a TE review for the project (effects determination attached). The USFWS IPaC lists the following species for the project area: gray bat, Indiana bat, and northern long-eared bat. There are no critical habitats located within the project limits. The consultant had not yet received the follow-up MDC report at the time this effects determination was completed. In lieu of the follow-up report, the MoDOT contractor reviewed the NHD for known occurrences of state-listed species and species of conservation concern within 1 mile of the project. No occurrences were documented within this distance; therefore, no impacts to state-listed or state-ranked species are anticipated. As the designated non-federal representative of FHWA for USFWS Section 7 ESA requirements, MoDOT has determined the project will have No Effect on the gray bat, Indiana bat, and northern long-eared bat. This completes the TE review process for this project. The follow-up MDC report should be uploaded to the RER, when received. UPDATE 10/7/2021: Consultant has provided TE memo. MoDOT is completing a TE review based on this information and will notify the sponsor and consultant when complete. INITIAL: Impacts to threatened and endangered species must be assessed for this project.

LPA Action: UPDATE 10/7/2021: Based on the Level 2 findings of the MDC Natural Heritage Review report, please contact MDC for a follow-up report. Contact information for MDC staff is provided on Pg. 4 of the MDC report. INITIAL: COMPLETE 1. Access the US Fish and Wildlife Service (USFWS) IPAC online tool at <http://ecos.fws.gov/ipac/> to obtain the official list of species for your county. 2. Access the MO Department of Conservation (MDC) online Natural Heritage Review website at <https://naturalheritagereview.mdc.mo.gov/> and generate a report. Contact MDC if the report indicates to do so. Submit the report, and MDC response, if required, to MoDOT. NO TREE CLEARING ACCORDING TO RER SUBMISSION 3. Provide the amount, location, and time of year for tree clearing, or indicate there will be no tree clearing. N/A 4. If there will be tree clearing, photograph the trees so that bark characteristics of the main trunk and large branches, along with any cavities, are clearly illustrated. N/A 5. If the project involves bridgework, photograph the undersides of bridges illustrating any bird nests or unusual staining on the substructure or underside of the deck. 6. It is the responsibility of the LPA to make a written determination of their project impacts on each species listed from the IPaC. Further, the LPA must assess effects on any MDC listed species (endangered or species of conservation concern). If no effects are anticipated for a particular species, state the reason(s) why. For example: This project does not involve any tree clearing so there will be no effects on summer roosting habitat for listed bat species or this project does not impact any aquatic habitats so there will be no effects on listed fish or mussel species. 7. Submit the full project limits, easements, access, construction date, and ground disturbance information.

Attachments:

✖ Email_TE Complete - No Effect CMAQ-3392(406) Clay Withers and Holt Signal.pdf
✖ CMAQ-3392(406)_MoDOT Effects Determination_Clay Withers-Holt_FINAL.pdf

✔ Threatened & Endangered Species Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 10/11/2021 10:59:43 AM

Migratory Birds

Status Information:

• N/A Pending Cleared

Clearance Date:

Environmental Response: Based on the information provided by the consultant in the RER submission, no bridges or other structures will be impacted by the project. Therefore, there are no conflicts or concerns regarding the Migratory Bird Treaty Act.

LPA Action: None

Attachments:

✔ Migratory Birds Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 8/20/2021 1:31:22 PM

Hazardous Waste Impact

Status Information:

▫ N/A Pending Cleared

Clearance Date:

Environmental Response: According to the attached DNR E-START map, there are no Hazardous Substance Investigation and Cleanup Sites and no Regulated Petroleum and Hazardous Substance Storage Tank Facilities in the vicinity of the project area. There are no hazardous waste site concerns based on this information. However, the potential to encounter hazardous wastes from sites unknown to the LPA and MoDOT should always be a consideration. If there is any hydroblasting, grooving, milling or diamond grinding related to the project, residue and associated water must be prevented from being released to waterways or adjacent wetlands.

LPA Action: Any hazardous waste sites that are found during project construction will be addressed by the LPA sponsor in accordance with Federal and State Laws and Regulations. If any hazardous waste concerns arise, notify MoDOT's environmental specialist as soon as possible.

Attachments:

✕ [ESTART-Withers-Holt.PNG](#)

✓ Hazardous Waste Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 8/20/2021 1:31:28 PM

Wetland Impact (Section 404/401)

Status Information:

▫ N/A Pending Cleared

Clearance Date:

Environmental Response: According to the attached USFWS National Wetlands Inventory map, and Google Earth imagery, there are no wetlands, blue line streams, lakes, ponds, or other waters of the U.S. in or around the project area. The project is not anticipated to impact wetlands or waters of the U.S.

LPA Action: None

Wetland Permit Information:

404 Permit Number

Permit Submitted

Permit Received

Permit Expiration

Compliance Certification Sent

Compliance Certification Received

Attachments:

✕ [NWI-Withers-Holt.pdf](#)

✓ Wetland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 8/20/2021 1:31:37 PM

Noise Impact

Status Information:

▫ N/A Pending Cleared

Clearance Date:

Environmental Response: This is a Type III project and a noise analysis is not required.

LPA Action: None

Attachments:

✓ Noise Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 8/20/2021 1:31:46 PM

► Cultural Resources Impact (Section 106/Historic 4f)

Status Information:

Pending * Cleared

Clearance Date:

08/26/2021

Environmental Response: MoDOT has determined that the project is covered by Section IV, Item 11 and Section V, Item 8 of the Programmatic Agreement Among the Federal Highway Administration, the Missouri Highway and Transportation Commission, the Advisory Council on Historic Preservation, and the Missouri State Historic Preservation Office for Minor Highway Projects. The project will result in No Historic Properties Affected and no additional Section 106 consultation is required at this time.

LPA Action: No action is needed at this time. Be advised that if changes are made to the project (including but not limited to the addition of new right of way or easements, or the changing of the scope) the project will need to be reevaluated and additional clearances may be required.

Attachments:

Adverse Effect or Conditional No Adverse Effect

✓ Based on the review of the project location and description noted above, there are no identified historic 4(f) resources affected that would preclude the setting of an A-date.

Checked by: Elizabeth Heavrin

on 08/26/2021

NA

▼ Approved on:

✓ Cultural Resources Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Elizabeth Heavrin - 8/26/2021 11:06:19 AM

► Public Land Impact (Section 4f/6f)

Status Information:

* N/A Pending Cleared

Clearance Date:

Environmental Response: According to Google Earth imagery and ArcMap GIS public lands layers, the Liberty Community Center and its associated recreational facilities, owned by City of Liberty Parks and Recreation, is located adjacent to the project to the west. However, the project does not require new right of way or easements from and will not restrict access to this resource. The project will not result in a use to any Section 4(f) properties and no conversion of any Section 6(f) lands.

LPA Action: None

Attachments:

Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by:

on

✓ Public Land Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 8/20/2021 1:31:54 PM

► Other

Status Information:

* N/A Pending Cleared

Clearance Date:

Environmental Response: There are no additional resource impacts associated with this project.

LPA Action: None

Attachments:

✓ Other Screening Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 8/20/2021 1:32:00 PM

NEPA Classification

NEPA Right-Of-Way Permission:	Not Applicable	as determined or approved by:	KYLE.GRAYSON@MODOT.MO.GOV
NEPA Approval/Proceed to A-date Request:	12/02/2021	Re-evaluation Date:	
NEPA Classification:	PCE		
This project qualifies for the programmatic categorical exclusion under Item#:	8	All Environmental Issues Cleared:	12/01/2021
Commitments and/or Comments to Sponsor:	UPDATE 12/1/2021: This project qualifies for a PCE NEPA classification. If there are any changes in the scope of the project, the Environmental Section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws. A Programmatic Categorical Exclusion (PCE) NEPA classification is anticipated for this proposed project. The NEPA approval date will be given once public involvement information is provided. THE LPA/CONSULTANT SHOULD REVIEW ALL SECTIONS ABOVE INCLUDING THOSE MARKED AS CLEARED/GREEN.		

Attachments:

Last Submitted: 12/01/2021 by [Mark Sowers](#)



RIGHT OF WAY CLEARANCE CERTIFICATION STATEMENT

DATE: August 12, 2022
TO: District Right of Way Manager
FROM: John Findlay, City Engineer, City of Liberty Mo

Gregory
S. Wood

Digitally signed by
Gregory S. Wood
Date: 2022.08.12
11:12:19 -05'00'

SUBJECT: Right of Way Clearance Certification
December/01/2021 Date of NEPA Clearance
Entire Project Extent of Clearance
City of Liberty, Mo Name of Sponsor
Withers Rd and Holt Project Name
Dr Traffic Signal Improvement
CMAQ-3392(406) Federal Project Number
102+04.81 to 108+05.85 Termini of the Entire Right of Way Project
102+04.81 to 108+05.85 Termini of the Portion of Project Being Cleared

The above referenced city certifies the following:

- A. Right of Way Required - No Personal Property Moved - No Relocation Assistance Required
1. We certify that all necessary right of way, easements and access rights have been acquired in accordance with the Titles 49 and 23 CFR.
 2. Legal and physical possession of all parcels has been obtained.
 3. The steps relative to relocation advisory assistance and payments were not required.

Parcel Acquisition Detail:

There were (3) parcels on this project that required the acquisition of right of way, easements and/or access rights.

There were (2) parcels acquired by negotiation.

There were (1) parcels acquired by donation.

There were (0) parcels that were acquired by condemnation.

There were (0) parcels settled administratively for an amount other than the approved offer.

There were (0) parcels that were appraised and subsequently voided and not acquired.

There were (0) parcels that were deleted from the project, if any.

Responsibility of Parcel Acquisition:

There were (0) parcels that were acquired by MoDOT personnel.

There were (3) parcels that were acquired by Local Public Agency personnel.

There were (0) parcels that were acquired by Contract Negotiator(s) on the MoDOT Roster.

Expenditure Detail

There was \$2,000.00 spent on total Acquisition of land, realty rights, and improvements.



LPA Agency Signature

08/12/2022

Date

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 8th day of August, 2022, by and between: Dilsy Jackeli Lopez Alvarado, a single person, 1604 Ashton Cir. Liberty, MO 64068, **GRANTOR**, Grantee's and the Mayor, City Councilmen and the Citizens of the City of Liberty, a Municipal Corporation of the State of Missouri, **GRANTEE**, **GRANTEE'S** mailing address **101 E. Kansas Street, Liberty, MO 64068**.

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) and for other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged), does hereby grant, and convey unto **GRANTEE**, a temporary construction easement for the storage of materials, the operation of equipment, and the movement of a working force, in connection with the following described construction project, Withers Road and Holt Drive Traffic Signal Improvement, Federal Aid Project No. CMAW-3392(406) over, upon and across the following tracts of land situated in Liberty, Clay County, and State of Missouri, to-wit:

SEE EXHIBIT "A"

Said temporary construction easement shall terminate two (2) years from date of completion and acceptance of the improvements by the City Engineer and the City of Liberty, who shall cause the surface of lands lying within said temporary easement to be restored to substantially the same physical condition that existed at the time the **GRANTEE** or its agents entered upon it.

IN TESTIMONY WHEREOF, the said **GRANTOR** has hereunto set hand and seal the day and year first above written.

By: Dilsy Jackeli Lopez Alvarado
Print Name: Dilsy Jackeli Lopez Alvarado



By: _____
Print Name: _____

STATE OF Missouri)
) SS

COUNTY OF Clay)

On this 8th day of August, 20 22, before me, personally appeared Dilsy Jackeli Lopez Alvarado, a single person, to me known to be the person(s) described in and who executed the foregoing instrument; and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Liberty the day and year last above written.

Nicole Robinson

Notary Public in and for said County and State

My term expires: 12-28-2025



EXHIBIT "A"

**TEMPORARY CONSTRUCTION EASEMENT
OWNER: DILSY JACKELI LOPEZ ALVARADO
1604 ASHTON CR
LOT 1, HUNTINGTON RIDGE FIRST PLAT**

Project: Withers Road & Holt Drive Traffic Signal Improvement
Project No. 10279433
Date: July 06, 2021

Description:

All that part of LOT 1, HUNTINGTON RIDGE FIRST PLAT, a subdivision in Liberty, Clay County, Missouri, more particularly described as follows;

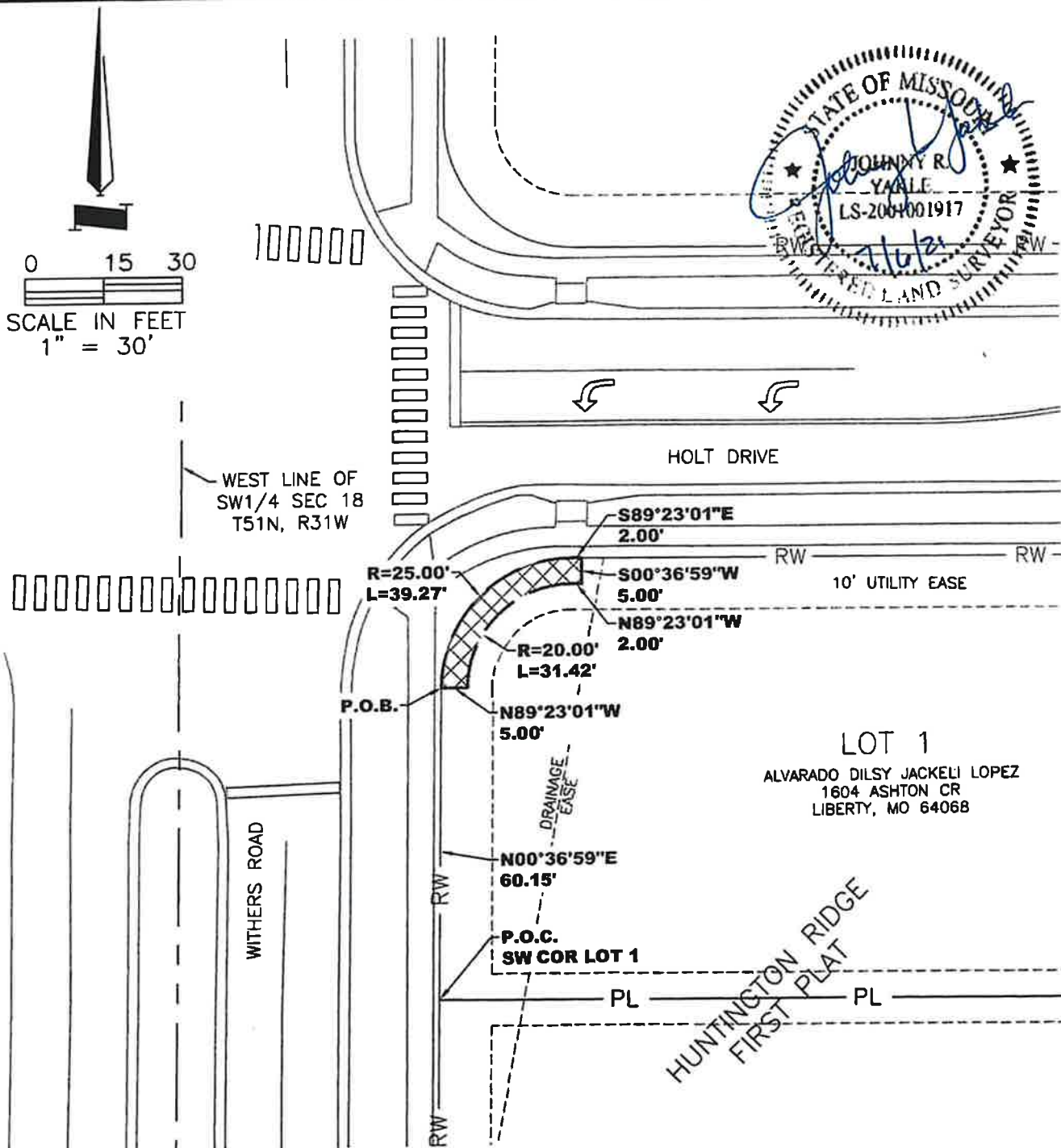
Commencing at the southwest corner of said Lot 1; thence N00°36'59"E, along the west line thereof, 60.15 feet to the Point of Beginning; thence northeasterly, along a curve to the right being tangent to the last described course and having a radius of 25.00 feet, an arc distance of 39.27 feet; thence S89°23'01"E, along the north line of said Lot 1, 2.00 feet; thence departing said north line, S00°36'59"W, 5.00 feet; thence N89°23'01"W, 2.00 feet; thence southwesterly, along a curve to the left being tangent to the last described course and having a radius of 20.00 feet, an arc distance of 31.42 feet; thence N89°23'01"W, 5.00 feet to the Point of Beginning.

Containing in all, 187 square feet, more or less.

*I hereby certify this description was prepared
by me or under my direct supervision.*

Johnny Yakle, MO LS No.2001001917
HDR Engineering
10450 Holmes Road
Kansas City, Mo. 64131
(816)360-2700





LEGEND

TEMPORARY CONSTRUCTION ESMT
AREA: 187 SQUARE FEET



HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MISSOURI CERTIFICATE OF AUTHORITY
LICENSE NUMBER 000856

EXHIBIT "A"

OWNER: DILSY JACKELI LOPEZ ALVARADO
SITUS ADDRESS: 1604 ASHTON CR
PARCEL ID NO: 15409001000100

TEMPORARY CONSTRUCTION ESMT
CITY OF LIBERTY, CLAY COUNTY, MISSOURI
PROJECT NAME: WITHERS ROAD & HOLT DRIVE
TRAFFIC SIGNAL IMPROVEMENT

TBS
JRY



Recording Date/Time: 08/11/2022 at 02:27:22 PM

Instr #: 2022026644

Book: 9426

Page: 152

Type: EASE

Pages: 4

Fee: \$33.00 S 20220023478

Katee Porter
Recorder of DeedsEASEMENT FOR TRAFFIC CONTROL DEVICES

THIS INDENTURE, made this 22 day of March, 2022, by and between LIBERTY PUBLIC SCHOOL DISTRICT #53, hereinafter called the "Grantor" (whether in the singular or plural), and THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, hereinafter called "Grantee". The mailing address of the Grantee is 101 E. Kansas Street, Liberty, Missouri 64068.

WITNESSETH: that said Grantor, in consideration of the sum of One Dollar and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, a non-exclusive traffic control device easement located in Clay County, State of Missouri, as described in Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easement on, over, under and across the full length and width of premises herein described unto said Grantee and Grantee, its successors, assigns, agents, contractors, subcontractors and employees, to enter and to construct, maintain, operate, replace, repair, remove or modify traffic control devices and their appurtenant structures including temporary or permanent traffic count equipment to verify signal timing. For purposes of this easement agreement, traffic control devices include curbing, pavement markings, traffic signs, and traffic signal equipment including but not limited to signal controller and controller bases, power supply, vehicle detectors, hand-holes, fiber optic splice cabinets, signal poles and arms, signal pole bases, signal heads, conduits and wiring, or similar equipment for the same purpose. Grantee may remove any or all traffic control devices if the devices are not warranted or if the access is closed. This easement may be relinquished by the Grantee if all traffic control devices are removed. All traffic control devices are property of the Grantee and will be retained by the Grantee following any such removal of devices.

Grantor shall be responsible to the City for the cost of repairs or replacement of all traffic control devices within the easement damaged by any excavation, milling or other activities of Grantor, or on the Grantor's behalf, other than those conducted by the City, or on the City's behalf. Grantor shall maintain in good condition and repair any medians, curbs or pavement, pavement markings, and signage within the easement. Grantor shall not allow or cause the closure or alteration in the number of functioning access lanes or the direction of travel within the easement without the written consent of the Director of Public Works of the City of Liberty. Grantor shall defend, indemnify and hold harmless, the City, its officials and employees from all claims and liabilities of personal injury (including death) and property damage to any person arising from an occurrence caused, in whole or in part, by Grantor's breach of the covenants contained herein, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on his part and on behalf of his heirs and

RL -

City of Liberty

Katee Porter, Recorder of Deeds

Web Copy

assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

IN WITNESS WHEREOF, the said Grantor has executed this instrument the day and year first above written.

GRANTOR:



By: Steven Anderson
Chief Operations Officer
Title: Liberty Public School District No. 53

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 23 of March, before me personally appeared Steven Anderson, to me personally known, who being by me duly sworn, did state that he is the Chief Operations Officer of the Liberty School District, a corporation, and that the foregoing instrument was signed on behalf of the said corporation under the authority of its Board of Directors; and the said District acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Liberty, Clay County, Missouri, the day and year first above written.



CRYSTAL HOLTHOUSE
My Commission Expires
May 24, 2024
Clay County
Commission #16349002


Notary Public

Katee Porter, Recorder of Deeds

EXHIBIT "A"

EASEMENT FOR TRAFFIC CONTROL DEVICES

OWNER: SCHOOL DISTRICT 53

1500 S WITHERS RD

LOT 2, COMMUNITY CENTER AND MIDDLE SCHOOL

Project: Withers Road & Holt Drive Traffic Signal Improvement

Project No. 10279433

Date: August 16, 2021

Description:

All that part of LOT 2, COMMUNITY CENTER AND MIDDLE SCHOOL, a subdivision in Liberty, Clay County, Missouri, more particularly described as follows:

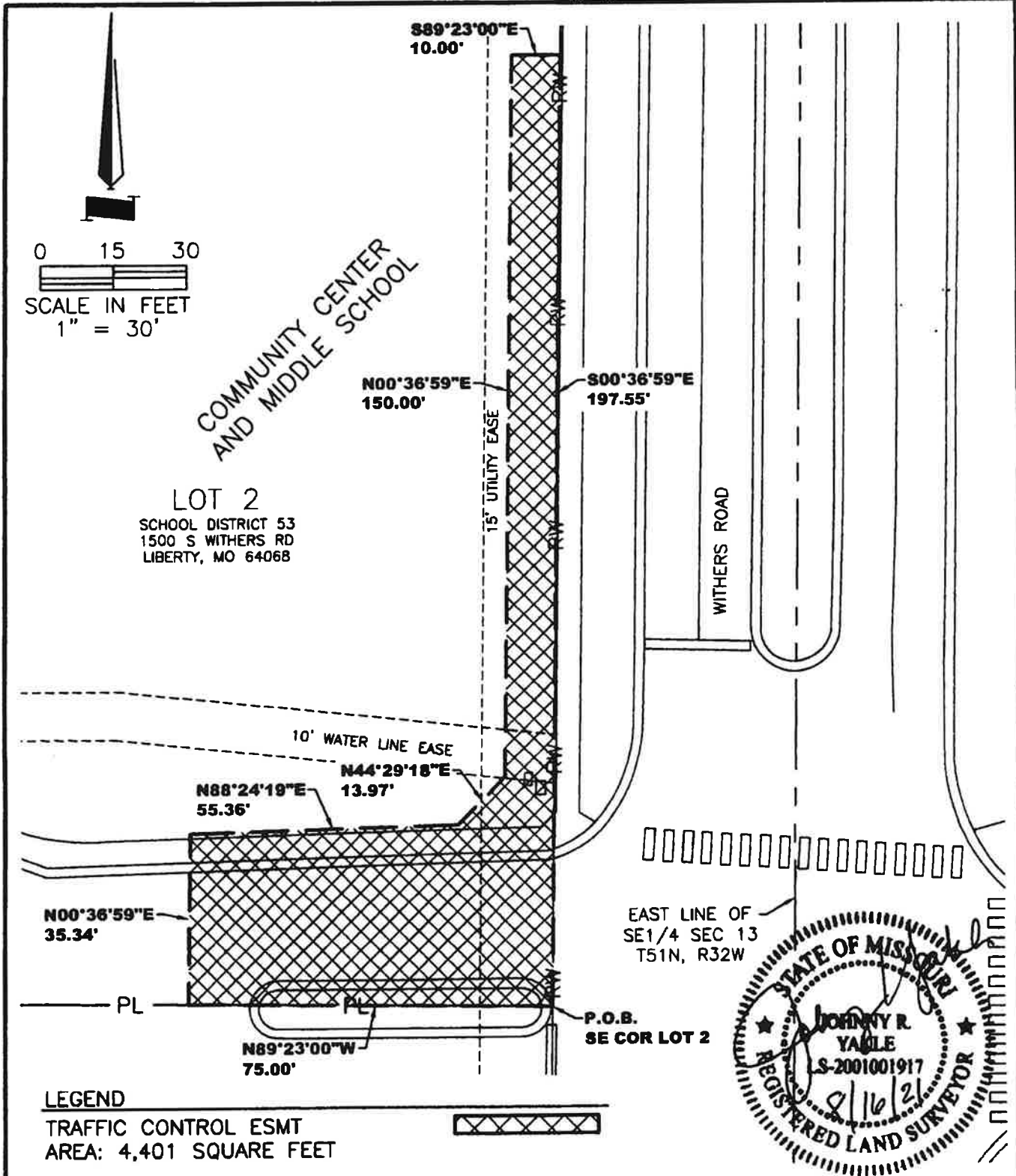
Beginning at the southeast corner of said Lot 2; thence N89°23'00"W, along the south line thereof, 75.00 feet; thence departing said south line; N00°36'59"E, 35.34 feet; thence N88°24'19"E, 55.36 feet; thence N44°29'18"E, 13.97 feet; thence N00°36'59"E, 150.00 feet, thence S89°23'00"E, 10.00 feet to the east line of said Lot 2; thence S00°36'59"E, along said east line, 197.55 feet to the Point of Beginning.

Containing in all 4,401 square feet, more or less.

*I hereby certify this description was prepared
by me or under my direct supervision.*

Johnny Yakle, MO LS No.2001001917
HDR Engineering
10450 Holmes Road
Kansas City, Mo. 64131
(816)360-2700





HDR HDR ENGINEERING, INC. 10450 HOLMES ROAD, SUITE 600, KANSAS CITY, MO 64131 - PH:816-360-2700 MISSOURI CERTIFICATE OF AUTHORITY LICENSE NUMBER 000856	EXHIBIT "A" OWNER: SCHOOL DISTRICT 53 SITUS ADDRESS: 1500 S WITHERS RD PARCEL ID NO: 14612001200200 EASEMENT FOR TRAFFIC CONTROL DEVICES CITY OF LIBERTY, CLAY COUNTY, MISSOURI PROJECT NAME: WITHERS ROAD & HOLT DRIVE TRAFFIC SIGNAL IMPROVEMENT	TBS JRY
--	--	--------------------

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 8th day of August, 2022, by and between: Irving Leonard and Queenell Leonard, Husband and Wife, 1584 Ashton Dr. Liberty, MO 64068, **GRANTOR**, Grantee's and the Mayor, City Councilmen and the Citizens of the City of Liberty, a Municipal Corporation of the State of Missouri, **GRANTEE**, **GRANTEE'S mailing address 101 E. Kansas Street, Liberty, MO 64068**.

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) and for other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged), does hereby grant, and convey unto **GRANTEE**, a temporary construction easement for the storage of materials, the operation of equipment, and the movement of a working force, in connection with the following described construction project, Withers Road and Holt Drive Traffic Signal Improvement, Federal Aid Project No. CMAW-3392(406) over, upon and across the following tracts of land situated in Liberty, Clay County, and State of Missouri, to-wit:

SEE EXHIBIT "A"

Said temporary construction easement shall terminate two (2) years from date of completion and acceptance of the improvements by the City Engineer and the City of Liberty, who shall cause the surface of lands lying within said temporary easement to be restored to substantially the same physical condition that existed at the time the **GRANTEE** or its agents entered upon it.

IN TESTIMONY WHEREOF, the said **GRANTOR** has hereunto set hand and seal the day and year first above written.

By: Irving Leonard
Print Name: Irving Leonard

By: Queenell Leonard
Print Name: Queenell Leonard

STATE OF Missouri
) SS

COUNTY OF Clay

On this 8th day of August, 20 22, before me, personally appeared Irving Leonard and Queenell Leonard, Husband and Wife to me known to be the person(s) described in and who executed the foregoing instrument; and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Liberty the day and year last above written.

Nicole Robinson

Notary Public in and for said County and State

My term expires: 12-28-2025



EXHIBIT "A"

**TEMPORARY CONSTRUCTION EASEMENT
OWNER: IRVING & QUEENELL LEONARD
1584 ASHTON DR
LOT 13, HUNTINGTON RIDGE FIRST PLAT**

Project: Withers Road & Holt Drive Traffic Signal Improvement

Project No. 10279433

Date: July 06, 2021

Description:

All that part of LOT 13, HUNTINGTON RIDGE FIRST PLAT, a subdivision in Liberty, Clay County, Missouri, more particularly described as follows;

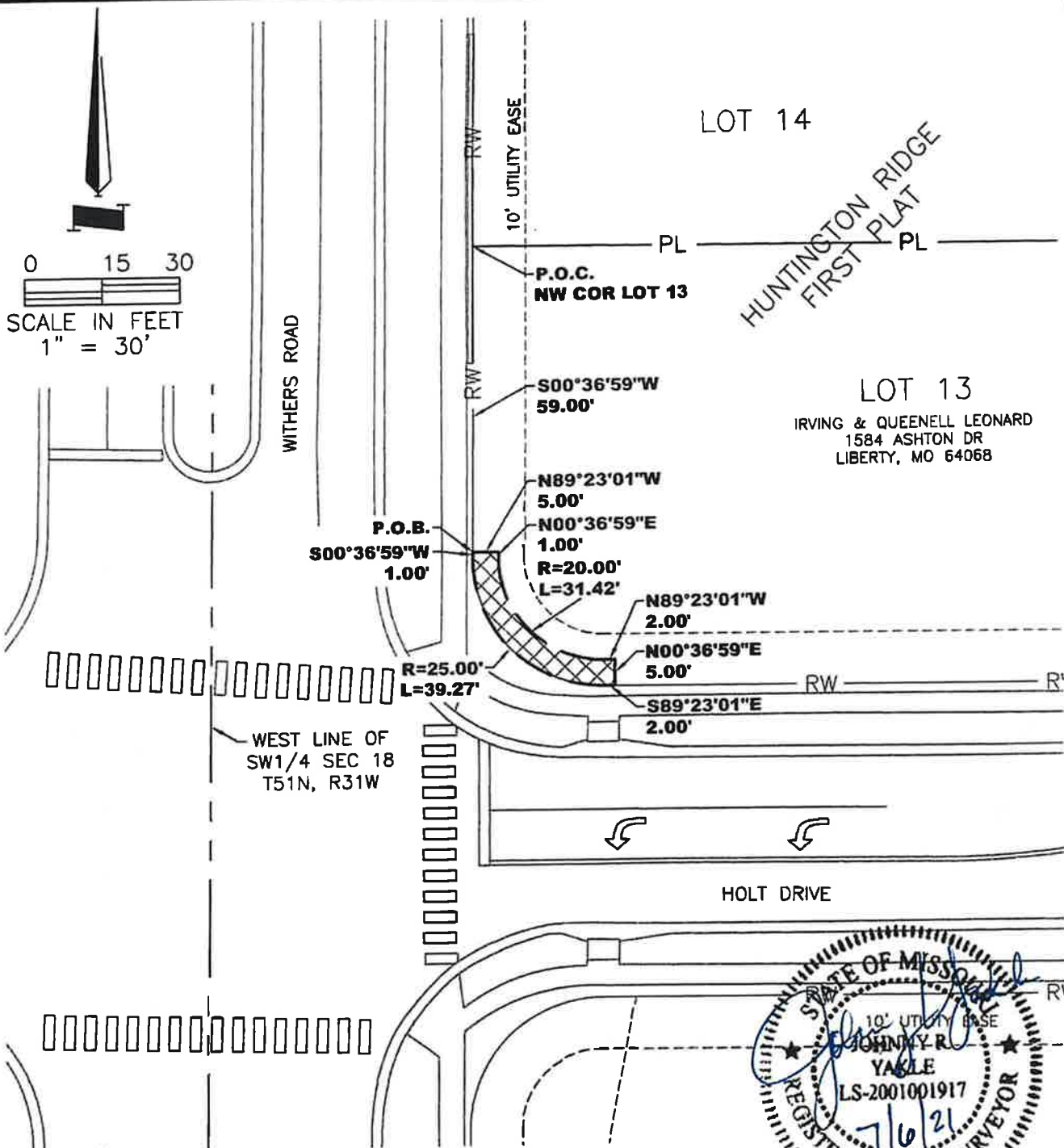
Commencing at the northwest corner of said Lot 13; thence $S00^{\circ}36'59''W$, along the west line thereof, 59.00 feet to the Point of Beginning; thence continue $S00^{\circ}36'59''W$, 1.00 feet; thence southeasterly, along a curve to the left being tangent to the last described course and having a radius of 25.00 feet, an arc distance of 39.27 feet; thence $S89^{\circ}23'01''E$, along the south line of said Lot 13, 2.00 feet; thence departing said south line, $N00^{\circ}36'59''E$, 5.00 feet; thence $N89^{\circ}23'01''W$, 2.00 feet; thence northwesterly, along a curve to the right being tangent to the last described course and having a radius of 20.00 feet, an arc distance of 31.42 feet; thence $N00^{\circ}36'59''E$, 1.00 feet; thence $N89^{\circ}23'01''W$, 5.00 feet to the Point of Beginning.

Containing in all, 192 square feet, more or less.

*I hereby certify this description was prepared
by me or under my direct supervision.*

Johnny Yakle, MO LS No.2001001917
HDR Engineering
10450 Holmes Road
Kansas City, Mo. 64131
(816)360-2700





HDR
 HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MISSOURI CERTIFICATE OF AUTHORITY
 LICENSE NUMBER 000856

TBS
JRY

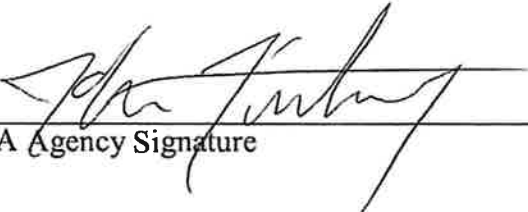


LETTER OF NO IMPACT TO RAILROADS

DATE: June 29, 2022
TO: District Right of Way Manager
FROM: John Findlay, City Engineer, City of Liberty Mo
SUBJECT: Statement of No Impact to Railroads for Withers Rd and Holt Dr Traffic Signal Improvement: CMAQ-3392(406)

The City of Liberty certifies that the above referenced project has no discernable impact on railroads.




LPA Agency Signature

Date

Liberty City Hall • 101 E. Kansas • Liberty, MO 64068
T: 816.439.4400 • F: 816.439.4419 • W: www.ci.liberty.mo.us



Date: December 2, 2022

To: District Liaison Engineer, Design
MoDOT

SUBJECT: Withers Rd and Holt Dr Traffic Signal Improvement, City of Liberty Mo
Job No. CMAQ-3392(406)
Utility - Letter of Certification

LETTER OF CERTIFICATION UTILITIES "STATUS"

This project is scheduled to be let on **January 27, 2023**. Scope of work: Upgrade a 4-way stop controlled intersection with a traffic signal and provide an ADA compliant, signal protected crossing of S. Withers Road for pedestrians. The utility status is as follows:

City of Liberty, MO operates and maintains sanitary sewers and water mains throughout the city. No sanitary sewers existing in the project intersection. There is one water main running north-south on the west side of the project intersection with a main teeing east from that westerly line through the middle of the project intersection. There are no conflicts between water mains and the planned signal infrastructure. No relocations needed.

AT&T has several communications lines throughout the project area. Only one pullbox located at station 105+56.2, 37.1' RT has been identified in conflict with signal pole 3 and will require relocation. AT&T has developed the attached plans to move the pullbox approximately twenty (20) feet North at the start of construction. All other AT&T conduits and pullboxes have been determined to not be in conflict with the planned signal installation. The City of Liberty, MO is not obligated for any of the relocation costs.

United Private Networks (UPN) has one communication conduit running north-south on the west side of the project intersection. UPN has one pullbox on the northwest corner located at station 105+50.3, 52.8' LT that has been identified in conflict with a planned signal conduit. UPN has emailed a plan to move the pullbox approximately 3-4 feet southeast and locate it immediately west of the ADA ramp and just north of signal pole 1 at the start of construction. The City of Liberty, MO is not obligated for any of the relocation costs.

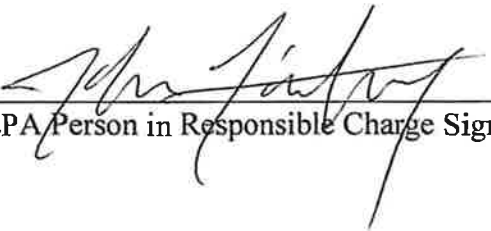
Evergy maintains streetlights for the City of Liberty. Existing streetlights are in conflict on the northeast and southwest corners of the project intersection. Per agreement, the City of Liberty will complete a form and send to Evergy requesting those two lights be retired prior to the start of construction. Evergy will bill the City following removal.

Spire Energy has a gas line running north-south on the west side of the project intersection. They have one line teeing east from that westerly line through the middle of the project intersection. Conflicts with the north-south line have been identified with signal poles 2 and 7. Spire Energy is currently developing relocation plans and will relocate prior to, or at the beginning, of construction.

Spectrum (Charter Communications) has one communications conduit running north-south on the west side of the intersection that is not in conflict with any new project infrastructure. No relocation needed.

Utility information and planned relocations are shown in the attached sketch map.

Based on the above information, utility work will not impact the road contractor's progress for this project. We recommend approval of the PS&E on this project.



LPA Person in Responsible Charge Signature

12

HDR
MISSOURI CERTIFICATE OF
AUTHORITY #: 000556
10450 HOLMES ROAD, SUITE 600
KANSAS CITY, MO 64131
816-247-1700

Q	DATE	DESCRIPTION
0	04/07/27	124 0-1

PROJECT NUMBER: 10011111

The City of
Liberty
MISSOURI

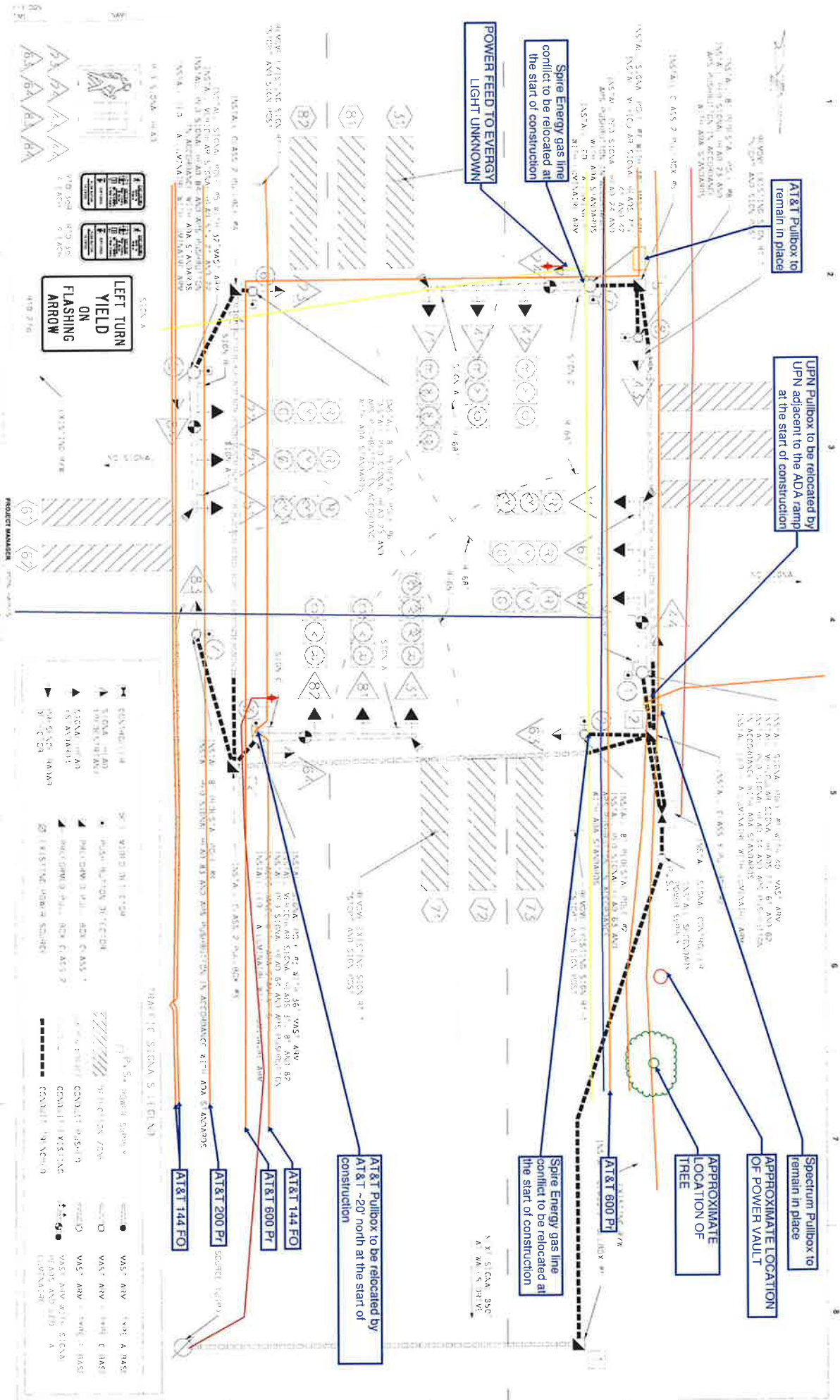
CITY OF LIBERTY, MISSOURI
WITHERS AND HOLT
SIGNAL IMPROVEMENTS
CITY PROJECT NO. 20-205

SIGNAL PLAN

FILENAME: 01C-05.dgn

SCALE: 1"=10'

SHEET
01C-05



PROJECT LAYOUT WITH UTILITY INFO

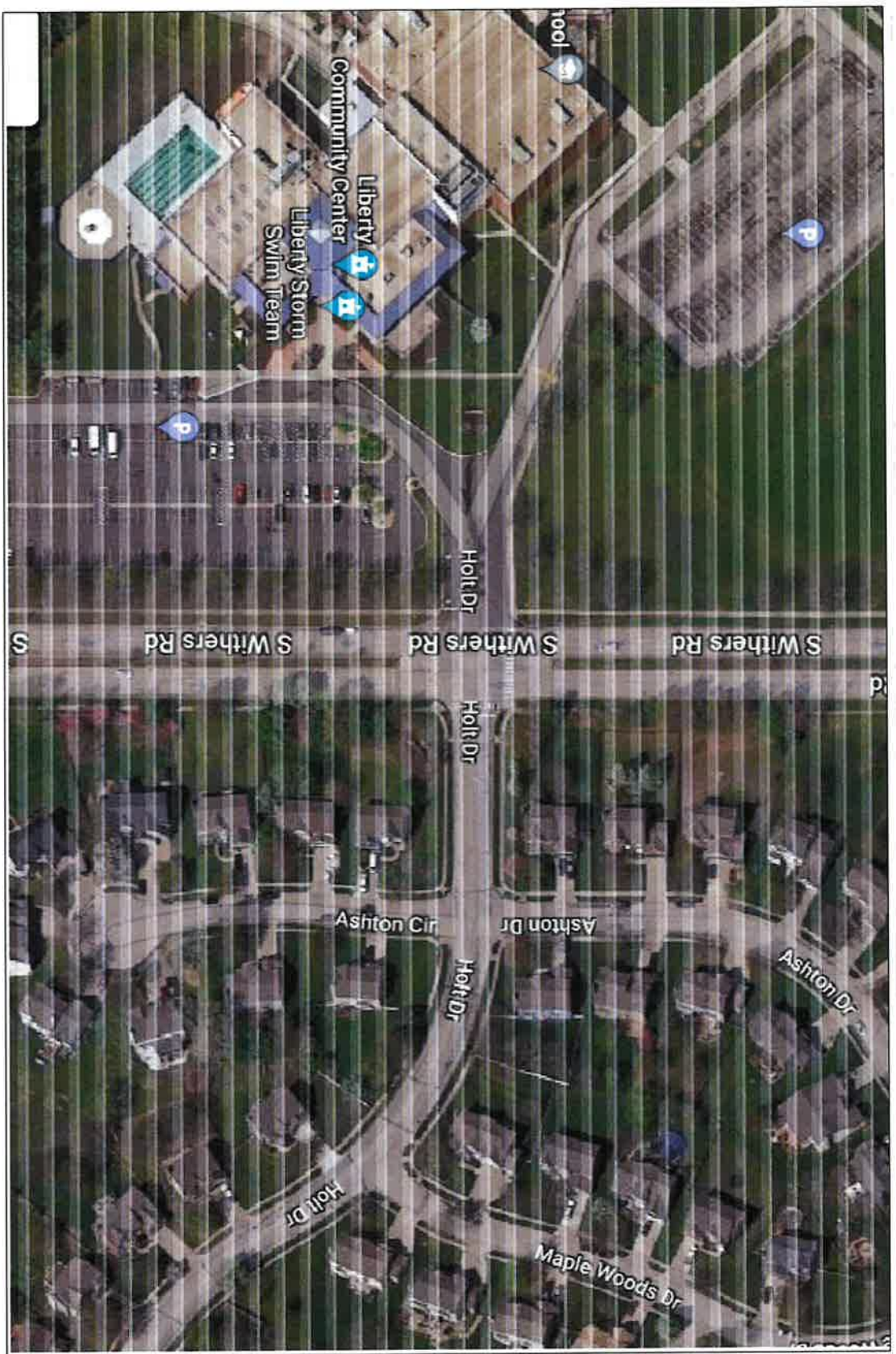
845C
 1 READY FOR SERVICE TRIGGER

SCOPE OF WORK

CONTRACT ENGINEER
 BYERS/CHANG PERKINS
 816-416-6688

CITY OF LIBERTY
 TRAFFIC SIGNAL IMPROVEMENT
 S WITHERS & HOLT DR

CONTRACTOR IS RESPONSIBLE
 FOR STAKING OF ALL
 RIGHT OF WAY & EASEMENTS



PROJECT #
A02C7AB DATE SVC REQD
 07/05/2022

NPANKX GEO LOC CUU
 816781 EE8226 KSCYMO42

PRIMARY ENGR: MANION, MARK A

ENGR. ID: MM256T PERMIT REQD. N

PHONE # 8167720267 PRINT 1 OF 3

AT&T RELOCATION PLANS

- 4 B45M
1 SVA ONLY - VACUUM EXCAVAT
- 5 B45M
3 SVA ONLY - ADDITIONAL VAC

DEPTH TO TOP OF CBL =

HOLT DR

TO FLD

CONTRACTOR NOTE:
THERE IS A 48 FIBER ON RECORDS
THAT WE THINK MAY NOT HAVE BEEN
PLACED IN 2015. ON RECORDS IT IS ON
SAME ROUTE AS REFERENCES 51 & 52
THIS IS FYI IF USIC CANT FIND TO LOCATE.

TO PFP

DEPTH TO TOP OF CBL =

TO FLD

TO SAI
SIDEWALK

TO FLD
SIDEWALK

TO CO

TO FLD

S. WITHERS RD

TO SAI

TO FLD

SIDEWALK

SIDEWALK

CONTRACTOR NOTE:
VERIFY ACCURACY OF
LOCATES AND MESUREMENTS
PROVIDED ON THIS PRINT.
USIC LOCATES WERE INCOMPLETE
WHEN REQUESTED BY CONTRACT
ENGINEER AND MUST BE VERIFIED.
PROVIDE RESULTS TO ENGINEERING.
ACTUAL RESULTS IF DIFFERENT MAY REQUIRE FURTHER
RELOCATIONS.

CONTRACTOR NOTE:
MOVE EXISTING HANDHOLE
20 FT NORTH AND PLACE
1 FT OFF OF CURB. HAND TRENCH
PIPE 1 FT OFF OF CURB. SLACK IS
AVAILABLE IN EXISTING HH.

SIDEWALK

HOLT DR

- 49 (1999) 45C 1222
ANMW-200
1101W, 1-125
1101W, 126-200
- (2019) 845C 0'
FMAP-CBL-144-T
B, 1-60
POM1101W, 701-864
- 52 (2017) 845C 4197
5802MT-144
L1010, 445-450
C-7-144

PROJECT #
A02C7AB

DATE SVC RECD
07/05/2022

NPANNX
816781

GEO LOC
EE8226

CUU
KSCYMO42

PRIMARY ENGR: MANION, MARK A

ENGR ID: MM256T

PERMIT RECD: N

PHONE #: 8167720267

PRINT 2 OF 3



CITY OF LIBERTY, MISSOURI
WITHERS AND HOLT
SIGNAL IMPROVEMENTS
CITY PROJECT NO. 204205

SIGNAL PLAN

Scale	1' - 10'
-------	----------

01C-05

PROJECT #	DATE SVC REQ'D
A02C7AB	07/05/2022

NPANXX	GEO LOC	CLI
816781	EE8226	KSCYMO42

PRIMARY ENGR: MANION, MARK A

ENGR ID	MM256T	PERMIT REC'D.	
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PHONE # 8167720267 PRINT 3 OF 3



Public Interest Finding: Emergency Vehicle Preemption System
Withers Rd and Holt Dr Traffic Signal Improvement: CMAQ 3392(406)

Introduction

Traffic signal preemption equipment is within the City of Liberty, MO. An emitter mounted on a priority vehicle (typically Fire Department equipment) generates an optical pulse that is sensed by a detector mounted at the signalized intersection. After receiving a valid pulse, traffic signal controller equipment ends all conflicting traffic phases and provides a green indication for the approaching priority vehicle.

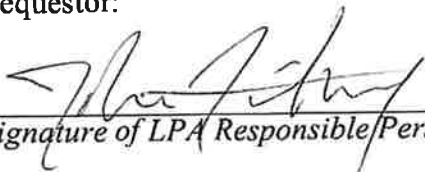
Justification for Public Interest Finding

There are at least (3) companies that offer traffic signal preemption systems: Opticom, Tomar Strobacom, EMTRAC. The equipment for these systems is not interchangeable, nor are they fully operationally compatible. The City of Liberty already uses the Opticom system. Introducing another manufacturer's system into the current network would have several Implications:

- In order to retain vehicle logging capabilities and support high/low preemption priority levels, each priority vehicle would have to have emitters from each of the separate systems (which are generally purchased by local government)
- Traffic signal maintenance crews would need to train for, stockpile replacement parts for, and operate and maintain each of these separate systems.
- Accommodating multiple systems would require additional equipment in signal controller cabinets, most of which existing today may not have the physical space to allow for such additional equipment, thus requiring replacement of signal controller cabinets.
- Use of multiple systems would require purchase and training of multiple other monitoring software's (if available) and running multiple systems has a potential to lead to confusion.

Approval of this Public Interest finding will allow for the City of Liberty, MO to specify use of proprietary Opticom preemption system for our current design, construction, and maintenance activities. It is hereby found to be in the best public interest, and consistent with the MODOT Engineering Policy Guide 131.2 Proprietary Items and Public Interest Findings and 136.7.2.8 Proprietary Items. Therefore, it is requested that the City of Liberty, MO be allowed the use of the proprietary Opticom system on projects using Federal-aid highway funds.

Requestor:


Signature of LPA Responsible Person in Charge

Date

John Findlay, City Engineer

Printed Name and Title of LPA Responsible Person in Charge



Joshua Martinez <jmartinez@libertymo.gov>

FW: Proprietary Item Approvals - CMAQ-3392(406) - PIF 1.pdf

1 message

Rachel R. Thomas <Rachel.Thomas@modot.mo.gov>
To: Joshua Martinez <jmartinez@libertymo.gov>

Mon, Jul 18, 2022 at 4:19 PM

Josh,

The PIF for the traffic signal preemption equipment systems has been approved.

Thanks,

Rachel

From: Jennifer N. Haller <Jennifer.Haller@modot.mo.gov>
Sent: Monday, July 18, 2022 1:22 PM
To: Rachel R. Thomas <Rachel.Thomas@modot.mo.gov>
Cc: Sarah Kleinschmit <Sarah.Kleinschmit@modot.mo.gov>
Subject: FW: Proprietary Item Approvals - CMAQ-3392(406) - PIF 1.pdf

Rachel,

The following proprietary item letter has been approved. If you have questions, please contact Sarah Kleinschmit or myself.

Thanks,

Jen

Jen Haller

MODOT- Central Office- Design

Standards Specialist

jennifer.haller@modot.mo.gov

573-526-2918

From: Design <no-reply@sharepointonline.com>
Sent: Monday, July 18, 2022 1:18 PM
To: Jennifer N. Haller <Jennifer.Haller@modot.mo.gov>
Subject: Proprietary Item Approvals - CMAQ-3392(406) - PIF 1.pdf

 CMAQ-3392(406) - PIF 1.pdf has been changed



Jennifer N. Haller

7/18/2022 1:17 PM

Approver Comments

Title CMAQ-3392(406) - PIF

ApprovalDate 7/18/2022

Entity Requesting City of Liberty

Job/Project Number CMAQ-3392(406)

Product Traffic Signal Preemption Equipment Systems

District KC

Approval Status Approved

[Modify my alert settings](#) | [View Proprietary Item Approvals](#)



Proprietary Item Certification:

Econolite Brand Cobalt ATC Controller
&
Econolite Brand NEMA TS2 Type 2 Size 6 Cabinet

Withers Rd and Holt Dr Traffic Signal Improvement: CMAQ 3392(406)

Introduction

The purpose of this Proprietary Item Certification is to demonstrate that the proprietary Econolite Brand Cobalt ATC Controller and Econolite Brand NEMA TS2 Type 2 Size 6 Cabinet are essential for synchronization with existing facilities for the City of Liberty.

Synchronization with Existing Facilities

The City specifies usage of Econolite Brand Cobalt ATC Controllers and Econolite Brand NEMA TS2 Type 2 Size 6 Cabinets as part of an "Approved Materials List for Traffic Signals". All signalized intersections within the City of Liberty are required to comply with the City of Liberty standards to provide a uniform integrated traffic control system throughout the city.

The Econolite Brand Cobalt ATC Controller and NEMA TS2 Type 2 Size 6 Cabinets seamlessly integrate with the City's existing software and *includes a peer to peer feature, which the City specifically utilizes for coordination between traffic signals.*

A different model would require additional software package upgrades for integration into the existing City software system, reprogramming the City ITS, and retraining traffic signal maintenance staff.

Maintenance Requirements

Traffic signal maintenance crews would need to train for, stockpile replacement parts for, and operate and maintain multiple systems if the City of Liberty specified Controller and Cabinet are not utilized. The deployment of City specified equipment creates allows for an efficient and effective maintenance program.

Impacts on Safety

Having equipment uniformity throughout the City will reduce equipment downtime when repairs or servicing is required. A knowledgeable and efficient traffic signal maintenance staff benefits both the City ITS and the traveling public. Additionally, the functionality and interface between the equipment and the City ITS central software system is uniform, which eliminates issues with using multiple software packages that staff is not familiar with. The system uniformity created by using the listed equipment creates a safer traffic system for traveling public within the City of

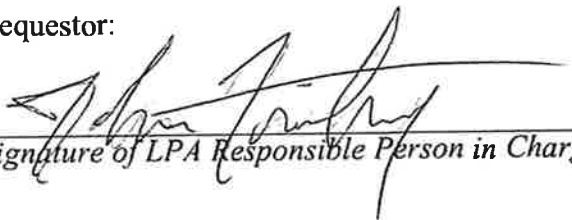
Liberty.

The justifications listed above create a situation where it is essential for the City to specify the Econolite Brand Cobalt ATC Controller and NMA TS2 Type 2 Size 6 Cabinets for proper synchronization with existing facilities.

Conclusion

Approval of this Proprietary Item Certification will allow for the City of Liberty, MO to specify use of the proprietary Econolite Brand Cobalt ATC Controllers and Econolite Brand NEMA TS2 Type 2 Size 6 Cabinets for our current design, construction, and maintenance activities. It is hereby found to be in the best public interest, and consistent with the MODOT Engineering Policy Guide 131.2 Proprietary Items and Public Interest Findings and 136.7.2.8 Proprietary Items. Therefore, it is requested that the City of Liberty, MO be allowed the use of the proprietary Opticom system on projects using Federal-aid highway funds.

Requestor:


Signature of LPA Responsible Person in Charge

Date

John Findlay, City Engineer
Printed Name and Title of LPA Responsible Person in Charge



Joshua Martinez <jmartinez@libertymo.gov>

FW: Proprietary Item Approvals - CMAQ-3392(406) - PIF 2.pdf

2 messages

Rachel R. Thomas <Rachel.Thomas@modot.mo.gov>

Mon, Jul 18, 2022 at 4:20 PM

To: Joshua Martinez <jmartinez@libertymo.gov>

Josh,

The PIF for the Econolite brand cobalt ATC controller & Econolite brand NEMA TS2 type 2 size 6 cabinet has been approved.

Thanks,

Rachel

From: Jennifer N. Haller <Jennifer.Haller@modot.mo.gov>

Sent: Monday, July 18, 2022 1:22 PM

To: Rachel R. Thomas <Rachel.Thomas@modot.mo.gov>

Cc: Sarah Kleinschmit <Sarah.Kleinschmit@modot.mo.gov>

Subject: FW: Proprietary Item Approvals - CMAQ-3392(406) - PIF 2.pdf

Rachel,

The following proprietary item letter has been approved. If you have questions, please contact Sarah Kleinschmit or myself.

Thanks,

Jen

Jen Haller

MODOT- Central Office- Design

Standards Specialist

jennifer.haller@modot.mo.gov

573-526-2918

From: Design <no-reply@sharepointonline.com>
Sent: Monday, July 18, 2022 1:18 PM
To: Jennifer N. Haller <Jennifer.Haller@modot.mo.gov>
Subject: Proprietary Item Approvals - CMAQ-3392(406) - PIF 2.pdf

 CMAQ-3392(406) - PIF 2.pdf has been changed



Jennifer N. Haller

7/18/2022 1:17 PM

Approver Comments

Title CMAQ-3392(406) - PIF 2

ApprovalDate 7/18/2022

Entity Requesting City of Liberty

Job/Project Number CMAQ-3392(406)

Product Econolite Brand Cobalt ATC Controller & Econolite Brand NEMA TS2 Type 2 Size 6 Cabinet

District KC

Approval Status Approved

Joshua Martinez <jmartinez@libertymo.gov>
To: "Rachel R. Thomas" <Rachel.Thomas@modot.mo.gov>

Tue, Jul 19, 2022 at 7:36 AM

Awesome, thank you Rachel!
[Quoted text hidden]

Sincerely,

Joshua Martinez, I.E. | Capital Projects Engineer

w. 816-439-4502 | c. 816-681-5621

e. jmartinez@libertymo.gov | www.libertymissouri.gov

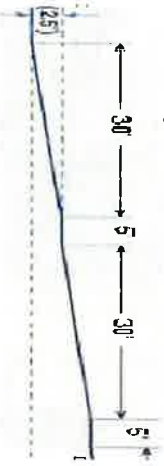
City of Liberty, Missouri · Public Works

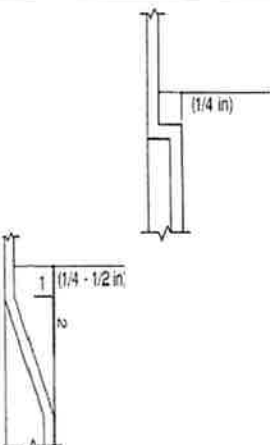
ADA CHECKLIST

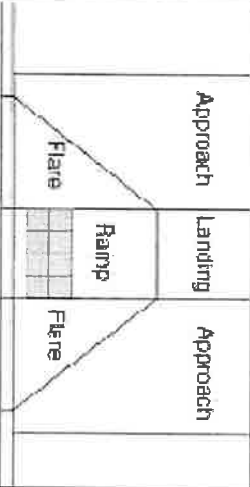


Job No. _____ Route _____ County _____ Location _____

Pedestrian Access Route (PROWAG R204)		Requirements ¹		
Figures/Examples		YES	NO	NA
Sidewalk Width 	- The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. - The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space. - MoDOT Sidewalks shall be 5 feet wide minimum.² - MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb.² - Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum.² - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
Passing Spaces	- Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum. - Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.			
Sidewalk Running Slope The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.	- The running slope of a pedestrian access route shall be 5 percent maximum. Roadway Grade Exception: Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway. - Running Slopes shall be measured using a calibrated 2 foot long digital level.			

Figures/Examples	Requirements ¹	YES	NO	NA
Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.	- The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered) 2010 ADA/ABA allows for cross slopes of up to 1/4 inch per foot (2.08 percent). In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant. - Cross Slopes shall be measured using a calibrated 2 foot long digital level.			
Sidewalk Ramps For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run. 	- A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp. - The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. - Cross slope of ramp runs shall be 2 percent maximum. - The rise for any ramp run shall be 30 inches maximum. - Ramps shall have landings at the top and the bottom of each ramp run. - Ramp runs with a rise greater than 6 inches shall have handrails. - Handrails shall be provided on both sides of stairs and ramps. - Edge protection shall be provided on each side of ramp runs. - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. - Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

Figures/Examples	Requirements ¹	YES	NO	NA
Vertical Alignment	• Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. • Grade breaks shall be flush. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. • Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.			
Changes in Level  	• Changes in level at grade breaks shall be flush. • Changes in level of ¼ inch high maximum shall be permitted to be vertical. • Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h. • The bevel shall be applied across the entire level change. • Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.			

Figures/Examples	Requirements ¹	YES	NO	NA
Landing A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user. Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched. 	• The landing clear width shall be at least as wide as the widest ramp run leading to the landing. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum. • The landing clear length shall be 5 feet long minimum. • Landing slopes shall be 2 percent maximum. • Changes in level at grade breaks shall be flush. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.			

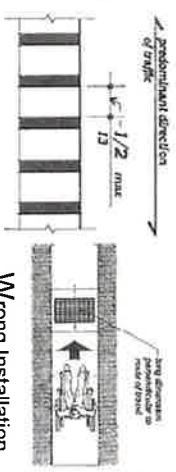
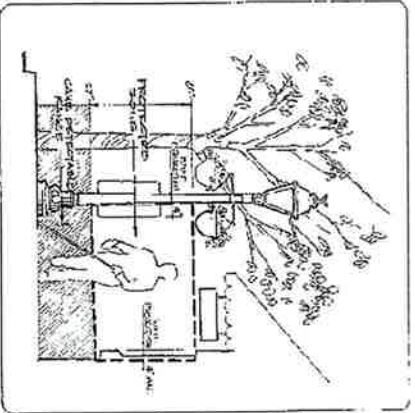
Figures/Examples

Requirements¹

YES

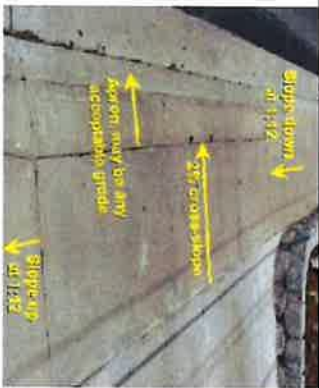
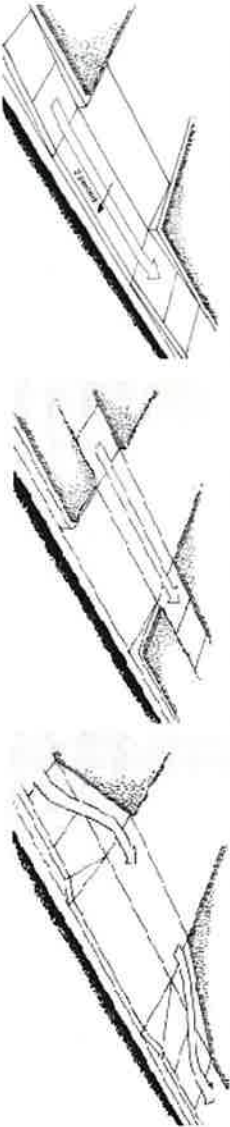
NO

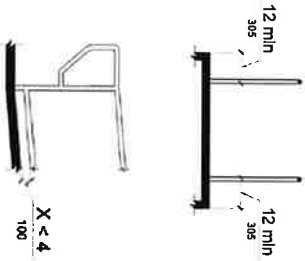
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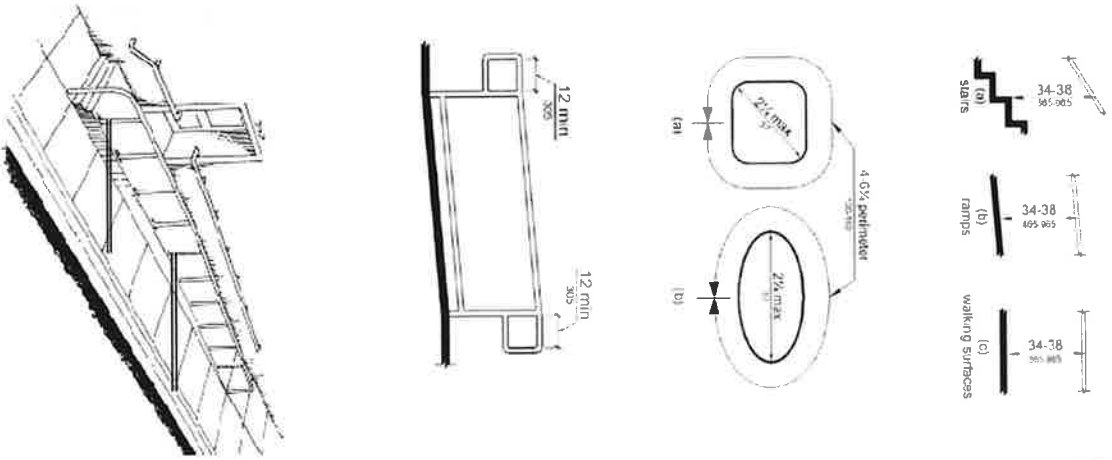
Wrong Installation

- Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.
- Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path.
- Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAGR402.3)
- Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground.
- Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground.
- Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.
- Openings in floor and ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Lift holes for manhole/utility covers shall not have an opening greater than ½ inch. Plugging of holes greater than ½ inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.

ENTRANCES (PROWAG R301)				
Figures/Examples	Requirements ¹	YES	NO	NA
	• The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum. • Cross slope shall be 2 percent maximum. • Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition.² 			

EDGE PROTECTION (PROWAG R406.8)				
Figures/Examples	Requirements ¹	YES	NO	NA
	• Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. • A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. • Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail. • Edge protection shall not be required on curb ramps and their landings. • Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10. • Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area.			

Figures/Examples



HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)

Requirements¹

- The clear width of walking surfaces shall be 4.0 feet minimum.
- Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps.
- Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.
- Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.
- Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum.
- Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.
- Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum.
- Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.
- Handrails shall not rotate within their fittings.
- Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.
- At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.
- At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.
- See Edge Protection section above (also PROWAG 406.8) for additional details.

YES NO NA

Figures/Examples



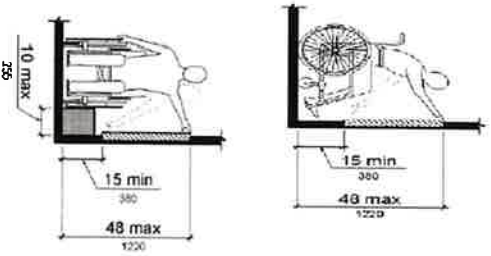
STAIRWAYS (PROWAG R407)

Requirements¹

- All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum.
- Open risers are not permitted.
- The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below.
- Stairs shall have handrails complying with PROWAG 2005 R408.

YES NO NA

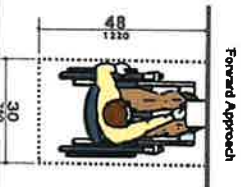
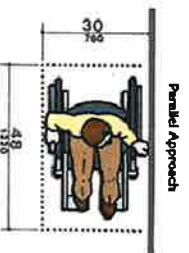
Figures/Examples



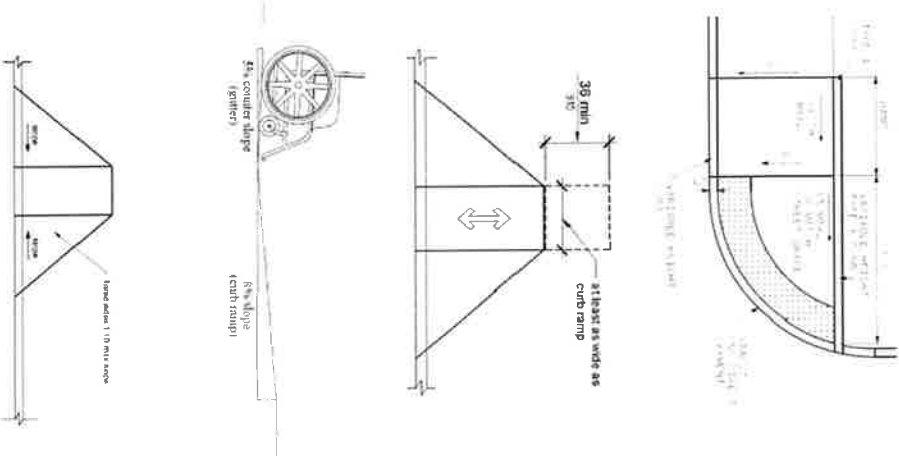
UNOBSTRUCTED REACH RANGES (PROWAG R406)

Requirements¹

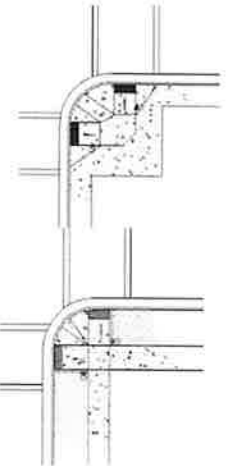
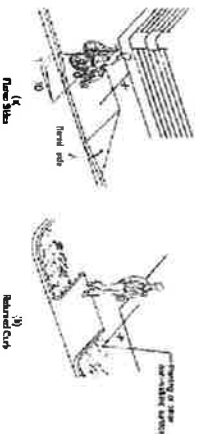
- **Forward Reach**
 - Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground.
- **Side Reach**
 - Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground.
 - **EXCEPTION:** An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3)



YES NO NA

CURB RAMPS (PROWAG R303)			
Figures/Examples	Requirements ¹	YES	NO
A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing. 	- The clear width of ramps, excluding the flares, shall be 4.0 feet minimum. - Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. Exception: 15 Foot Rule: The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length. - Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered) - The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. - Ramps shall have landings at the top and the bottom of each ramp run. - The landing clear width shall be at least as wide as the widest ramp run leading to the landing. - The landing clear length shall be 5.0 feet long minimum. - Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum. - Handrails and Edge protection shall not be required on curb ramps and their landings. - Curb height = 0 inches within curb ramp spaces. 2 - Curb ramps must be flush with street. - The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5) - The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level. - Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp. - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12. - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. - Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.		

15 Foot Rule: For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.

Figures/Examples	Requirements ¹	YES	NO	NA
 Perpendicular Ramps  Flared Sides in Pathway Flared Sides Not in Pathway Roadway Grade Exception: Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway. 	- Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles. - The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. - The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. - The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered) - The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. - A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space. - Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp. - If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.) - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. - Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.			

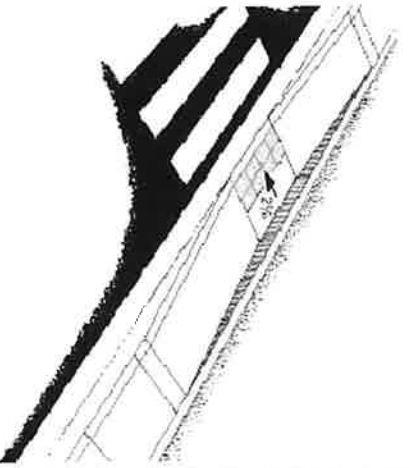
Figures/Examples

Requirements¹

YES

NO

NA



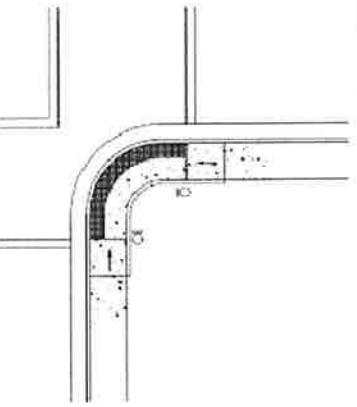
Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.

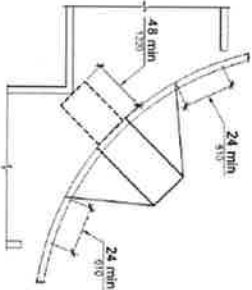
- **Parallel curb ramps** shall have a running slope that is in-line with the direction of sidewalk travel.
- The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.
- The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.
- The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered)

Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

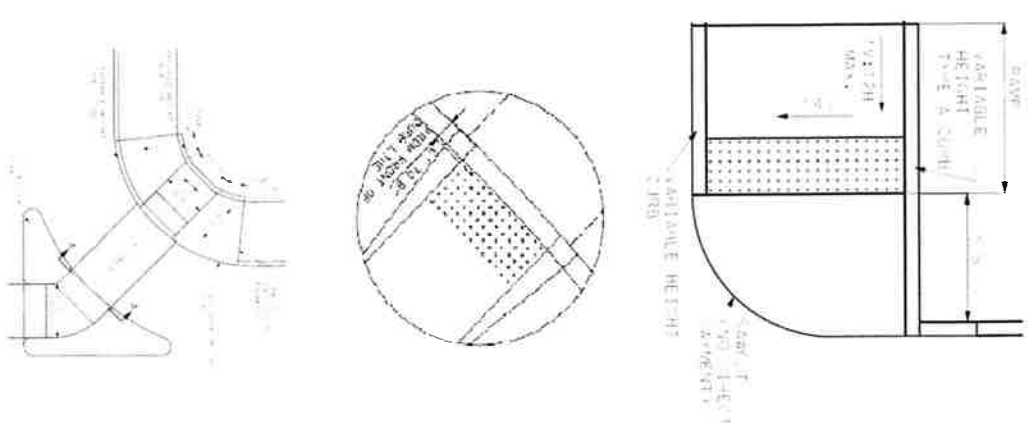
- A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space.
- Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.

- **Blended Transitions** shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.
- The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.
- Detectable warning surfaces shall be provided where a blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.
- Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.



Figures/Examples	Requirements ¹	YES	NO	NA
 	• Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board. • Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. • The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway. • Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings. • Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing. Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.			

DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)

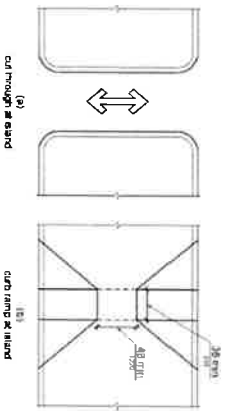
Figures/Examples	DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)	Requirements ¹	YES	NO	NA
A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way. 	• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light. • Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street. • Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing. • Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb. • Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition.² • Detectable warnings shall not be stamped into concrete.				

ISLANDS AND MEDIANS (PROWAG R305.4)

Figures/Examples

Requirements ¹

YES NO NA



- Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.
- Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides.
- All median island passage spaces shall provide a clear width of 5 feet minimum. ²
- Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.

Roadway Grade Exception: The grade of pedestrian access routes within

sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

- Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings.
- Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions.
- Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306 and EPG 902.6.1 – EPG 902.6.15)

Figures/Examples	Requirements ¹	YES	NO	NA
    	- Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval at new signalized intersections and shall be considered at existing intersections being altered or are needing maintenance applications. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. - Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line. - Accessible pedestrian pushbuttons shall be located within a reach range complying with EPG 642. - A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. Roadway Grade Exception: Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route. - Pedestrian signals shall comply with PROWAG 2005 R306 and EPG 902.6.1 through 902.6.15. - Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 3.5 pounds to activate operable parts. - The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves. - The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 48-inches minimum to 6 feet maximum from the curb line. - For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart. - Pushbuttons are located at a height of approximately 42 inches, but no higher than 48 inches from the ground and within 10 inch reach from a level paved clear floor or ground space with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches. - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.			

PEDESTRIAN STREET CROSSINGS (PROWAG R305 and EPG 642)				
Figures/Examples	Requirements ¹	YES	NO	NA
 	• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island. • Marked crosswalks shall be 6 feet wide minimum. • The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. • A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control. • Crossings with Stop Control: The cross slope shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk. • Accessible pedestrian signals and pedestrian pushbuttons provided at pedestrian crossings with pedestrian signals (See EPG 642 for applicability) shall comply with EPG 902.6.8 through 902.6.15. Operable parts shall comply with EPG 902.6.9 – 902.6.15. • Crosswalk pavement marking is 6 inches wide white. • Stop bar is at minimum 4 feet from the crosswalk. • Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.			

Figures/Examples



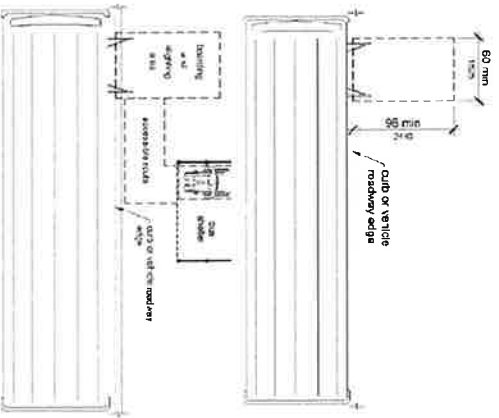
ALTERNATE CIRCULATION PATH (PROWAG R302)

Requirements¹

- Alternate circulation paths shall contain a pedestrian access route.
- To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route.
- Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66.
- Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4).
- A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface.
- Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface.
- Support members shall not protrude into the alternate circulation path.

YES NO NA

Figures/Examples



BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)

Requirements¹

- Bus stop boarding and alighting areas shall have a firm, stable surface.
- Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway.
- Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route.
- Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent.
- Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter.
- Bus shelters shall be connected by an accessible route to a boarding and alighting area.

YES NO NA

¹ Any "NO" answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked "NO". These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

² A MoDOT requirement.

Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

US Access Board PROWAG

R202.3.1 Prohibited Reduction in Required Access. An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

Inspector Name: _____	
Inspector Signature: _____	Date: _____
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date: _____
Distribution: ☐ Project Office ☐ District Permit Office	

SAMPLE

ADA EXCEPTIONS DOCUMENTATION

Job No. _____ Route _____ County _____ Location _____

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

Inspector Name: _____	
Inspector Signature: _____	Date: _____
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date: _____
Distribution: ☐ Project Office ☐ District Permit Office	