Agenda

City Council Regular Session

Monday, March 27, 2023 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. COUNCIL MEMBER KEVIN GRAHAM

III. Roll Call

IV. Approve Minutes and Summaries

V. Citizens' Participation

VI. Meeting Schedule

VII. Consent Agenda

A. RESOLUTION ESTABLISHING A POLICY FOR THE USE OF THE ONE-TIME USE TAX REVENUES RECEIVED

B. MOTION TO APPROVE BENEFIT EXPENDITURES IN THE AMOUNT OF $5,740,000 THROUGH MIDWEST PUBLIC RISK (MPR) WHICH PROVIDES EMPLOYEE MEDICAL, DENTAL AND VISION COVERAGE TO THE CITY OF LIBERTY

C. MOTION TO APPROVE THE PURCHASE OF A MODEL PRO 6W6 DELUXE ANIMAL TRANSPORT UNIT W / REAR STORAGE FROM BOWIE INTERNATIONAL, LLC (CUSTOM FIBERGLASS COACHES) FOR AN AMOUNT NOT TO EXCEED $21,245.000

D. BOARDS AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS

1. Board of Zoning Adjustments
   a. Appoint Paul Victor as an Alternate for a term expiring 4/1/2027

2. Board of Appeals
   a. Appoint Aimee Gray as an Alternate for a term expiring 12/30/2024
   b. Appoint Ken Personett as an Alternate for a term expiring 12/30/2024
   c. Appoint Larry Gregory as an Alternate for a term expiring 12/30/2023

3. Parks & Recreation Foundation
   a. Appoint Kate Brown for a term expiring 1/1/2026

4. Historic District Review Commission
   a. Appoint Paemon Lee Honest Aramjoo to a term expiring 7/1/2025

5. Board of Zoning Adjustments
   a. Reappoint Paul Fessler for a term expiring 4/1/2028

b. Reappoint Dave Heston for a term expiring 4/1/2028
c. Reappoint Larry Gregory for a term expiring 4/1/2028

6. Parks & Recreation Foundation
   a. Reappoint Matt Sameck for a term expiring 1/1/2026

VIII. Public Hearings

A. ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE PROMINENCE HOLDINGS PROJECT; AUTHORIZING THE CITY OF LIBERTY, MISSOURI TO ISSUE A SERIES OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $79,050,000; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

B. ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE GFI CAPITAL PROJECT; AUTHORIZING THE CITY OF LIBERTY, MISSOURI TO ISSUE A SERIES OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $73,400,000.00; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

C. ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING 24.69 ACRES NORTH OF GARRISON ROAD BETWEEN HUGHES AND SOUTH WITHERS, SOUTH OF SOUTH LIBERTY PARKWAY TO M-1 “LIGHT INDUSTRIAL” DISTRICT FOR 781 LOGISTICS (P&Z CASE 23-07R&PDP)

D. RESOLUTION APPROVING A PRELIMINARY PLAT FOR 781 LOGISTICS, 1 LOT ON 24.69 ACRES NORTH OF GARRISON ROAD BETWEEN HUGHES AND SOUTH WITHERS, SOUTH OF SOUTH LIBERTY PARKWAY, A SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 23-08PP)

E. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI ADOPTING THE COMPREHENSIVE PLAN FOR THE CITY (P&Z CASE 23-09A)

IX. Ordinances, Contracts and Resolutions

A. ACKNOWLEDGMENT OF VENDOR PAYMENTS FOR THE PERIOD OF MARCH 3, 2023 TO MARCH 17, 2023

B. ORDINANCE APPROVING MISSOURI EMPLOYER'S MUTUAL AS THE CITY OF LIBERTY'S WORKER'S COMPENSATION CARRIER

C. ORDINANCE APPROPRIATING $2,500,000 FOR THE DESIGN AND CONSTRUCTION OF AN EXTENSION OF PUBLIC SANITARY SEWER INTERCEPTOR AND AUTHORIZING A CONTRCT WITH PROMINENCE HOLDINGS, LLC, FOR CONSTRUCTION OF SAID SEWER INTECEPTOR

D. ORDINANCE APPROVING A FIVE-YEAR AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS WITH

CRAWFORD, MURPHY & TILLY, INC. (CMT)

E. ORDINANCE OF THE CITY OF LIBERTY APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE GREAT AMERICANS PROJECT PERTAINING TO THE INSTALLATION AND MAINTENANCE OF SCULPTURES ON CITY OWNED PROPERTY

F. ORDINANCE APPROVING AN ON-CALL PROFESSIONAL ENGINEERING TASK ORDER #8 WITH HDR ENGINEERING, INC. FOR THE SHEPHERD ROAD CONCEPTUAL ROADWAY STUDY FOR AN AMOUNT NOT TO EXCEED $100,220.00

G. ORDINANCE AMENDING ORDINANCE NO. 11521, ADOPTION OF THE 2022 BUDGET FOR THE CITY OF LIBERTY, MISSOURI

H. ORDINANCE APPROVING A CONTRACT WITH CURT HEISINGER FOR THE STABILIZATION OF HEADSTONES IN CITY CEMETERIES FOR AN AMOUNT NOT TO EXCEED $25,000.00

I. ORDINANCE APPROVING AN AGREEMENT WITH MCCONNELL AND ASSOCIATES, CORP FOR THE DESIGN AND CONSTRUCTION OF FOUR (4) NEW PICKLEBALL COURTS INCLUDING ASSOCIATED COURT EQUIPMENT AND FENCING, NEW PARKING SPACES AND PEDESTRIAN SIDEWALKS

J. ORDINANCE APPROVING AN AGREEMENT WITH THE STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY FOR THE 2023 AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) FIRE PROTECTION GRANT (FPG)

X. Other Business

A. FAIRVIEW CEMETERY/BLOCK 174

XI. Miscellaneous Matters from City Administrator

XII. Miscellaneous Matters from Mayor and City Council

XIII. Adjournment

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

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: March 27, 2023
A/R No.: 2023-446

Department: Finance

Submitted By: Ashley Comer, Accounting Manager

Subject: RESOLUTION ESTABLISHING A POLICY FOR THE USE OF THE ONE-TIME USE TAX REVENUES RECEIVED

Summary:

- This policy allows for the City of Liberty Staff and the members of the Budget Committee to review the revenues received from the One-Time Use Tax Revenues and assign them to projects/purchases that have been compiled into a working list by each department.
- These revenues would be transferred by "assigning" them to selected items from the working list. The City is required to "assign" these funds to specific projects to allow the funds to be transferred from the General Fund and into Fund 11 Limited Liability Capital Fund per auditing standards.
- These funds will not be considered "committed" until there is a Purchase Order that has been recommended by the Budget Committee and then taken to Council for final approval.
- If these purchases or projects are not completed in the current budget year, these funds can be reassigned to other projects as part of the annual budget process.
- If funds have been committed and a purchase order has been created, but the project has not been completed, these funds will follow our normal encumbrance process.
- Each year as part of the Budget Process, the Budget Committee will review the forecasted Use Tax Revenue that is one time in nature along with any projects that weren't completed and determine any new transfers into the Limited Liability Capital Fund 11 and reassign the Funds to new Projects or return the funds to the General Fund.

Background:

The City would like to establish a policy to annually determine how much use tax was received during the fiscal year that management has determined to be one-time revenues and for which the City has not already encumbered. From these one-time revenues, management will recommend the Budget Committee endorsement of a portion of these to be assigned for specific non-repetitive and limited in time and scope purposes.

When these specific purposes are capital in nature, management will request approval to transfer these funds from the General Fund to the Limited Liability Capital Fund (Fund 11) and will assign these funds (recommendation required by the Budget Committee) which will result in these funds being assigned for reporting purposes within the Annual Comprehensive Financial Report (ACFR).

Once the project has gone to Council, if over $20,000, the funds will officially be encumbered via a Purchase Order. If any residual balance remains in the Limited Liability Capital Fund from these transfers after the specific contracts are completed, the unneeded resources at the end of the project will be a) returned to the General Fund or b) transferred to other capital in natural projects/purchases.

Previous Action (if applicable):

Policy/Committee Review:

	Citizen Sales Tax Oversight Committee	Completed/Recommended:
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X	Budget Committee	Completed/Recommended: 03/09/2023
	Other:	Completed/Recommended:

Financial Considerations:

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

Attachments:

1. Resolution for the Use Tax One-Time Revenue Policy

RESOLUTION NO. __________

RESOLUTION ESTABLISHING A POLICY FOR THE USE OF THE ONE-TIME USE TAX REVENUES

WHEREAS, a policy for the use of One-Time Use Tax revenues has been properly presented to City Council; and

WHEREAS, the attached policy has been reviewed and recommended for approval by the City of Liberty Budget Committee; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a policy defining the process of handling One-Time Use Tax Revenues is as follows:

The City would like to establish a policy to annually determine how much use tax was received during the fiscal year that management has determined to be one-time revenues and for which the City has not already encumbered. From these one-time revenues management will recommend for the Budget Committee endorsement of a portion of these to be assigned for specific non-repetitive and limited in time and scope purposes.

When these specific purposes are capital in nature management will request approval to transfer these funds from the General Fund to the Limited Liability Capital Fund (Fund 11) and will assign these funds (recommendation required by the Budget Committee) which will result in these funds being assigned for reporting purposes within the Annual Comprehensive Financial Report (ACFR).

Once the project has gone to Council if over $20,000, the funds will officially be encumbered via a Purchase Order. If any residual balance remains in the Limited Capital Fund from these transfers after the specific contracts are completed the unneeded resources at the end of the project will be a) returned to the general fund or b) transferred to other capital in nature projects projects/purchases

BE IT FURTHER RESOLVED that said policy is a guide on how the City will distribute and spend current and future One-Time Use Tax revenues.

Resolution_________(Cont'd)

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

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

The City of Liberty missouri

CITY COUNCIL
ACTION REPORT

Meeting Date: March 27, 2023
A/R No.: 2023-445

Department: Human Resources & Risk Management

Submitted By: Amy Blake, Director HR & Risk Management

Subject: MOTION TO APPROVE BENEFIT EXPENDITURES IN THE AMOUNT OF $5,740,000 THROUGH MIDWEST PUBLIC RISK (MPR) WHICH PROVIDES EMPLOYEE MEDICAL, DENTAL AND VISION COVERAGE TO THE CITY OF LIBERTY

Summary:

Motion to approve benefit expenditures through Midwest Public Risk (MPR), which provides employee medical, dental and vision coverage to the City of Liberty.

Background:

As part of the 2023 budget process, Council approved a 10% increase for health benefit renewal costs. Actual increases for have come in favorable when compared to those projections, with a 0% increase. For the 2023-2024 renewal process, the high deductible plan will continue to be the base plan and the HMO will be the buy-up plan. The HSA payment process will continue with 50% preloaded in July 2023 and 50% in January 2024. This benefit structure is designed and recommended by City Management.

The City chose to remain with all other ancillary coverages as each carrier provided a 0% increase.

The City of Liberty chose to maintain medical (new carrier through MPR-United Medical Resources - UMR-), dental (Delta) and vision (VSP) coverage with Midwest Public Risk (MPR). There were no increases in these plan premiums, despite the change of a medical carrier.

FINANCIAL

Due to the 0% increase, there is no comparison of premium costs to provide. The following recap shows the continued costs into the new plan year:

The following is a recap of this plan year's total premium costs as compared to those for the previous plan year.

Cost share with premium incentive for those compliant with additional requirements:

Plan	Total Monthly	Employer Cost	Employee Cost
HMO (EE Only)	$1,014	$802	$212
HMO (2nd Tier)	$2,392	$1,828	$654
HMO (Family)	$2,674	$2,124	$550
HMO (Multiple E)1	$2,674	$2,124	$550
HDHP (EE Only)	$702	$702	$0
HDHP (2nd Tier)	$1,628	$1,628	$0
HDHP (Family)	$1,924	$1,924	$0
HDHP (Mult E)1	$1,924	$1,924	$0

HDHP (EE Only)	HSA Payment	$100	Total City Cost - $802
HDHP (2nd Tier)	HSA Payment	$200	Total City Cost - $1,828
HDHP (Family)	HSA Payment	$200	Total City Cost - $2,124
HDHP (Mult E)1	HSA Payment	$200	Total City Cost - $2,124

(1) Rate for married couples who are both employees
Opt Out $291

VSP (EE Only)	$8.00	$7.00	$1.00
VSP (2nd Tier)	$16.00	$12.00	$4.00
VSP (Family)	$22.00	$17.00	$5.00
Dental (EE Only)	$36.00	$36.00	$0.00
Dental (Family)	$90.00	$52.00	38.00
Life & ADD	$2.40	$2.40	$0
STD	$5.75	$3.15	$2.60

Cost share without incentive for those NOT compliant with additional requirements:

Plan	Total Monthly	Employer Cost	Employee Cost
HMO (EE Only)	$1,014	$762	$252
HMO (2nd Tier)	$2,392	$1,737	$655
HMO (Family)	$2,674	$2,018	$655
HMO (Multiple E)1	$2,674	$2,018	$655
HDHP (EE Only)	$702	$702	$0
HDHP (2nd Tier)	$1,628	$1,628	$0
HDHP (Family)	$1,924	$1,924	$0
HDHP (Mult E)1	$1,924	$1,924	$0
HDHP (EE Only)	HSA Payment	$60	Total City Cost - $762
HDHP (2nd Tier)	HSA Payment	$109	Total City Cost - $1,737
HDHP (Family)	HSA Payment	$94	Total City Cost - $2,018
HDHP (Mult E)1	HSA Payment	$94	Total City Cost - $2,018

Opt Out $276.00

Since the Council approved the 2023 budget, and benefit renewals came in below the set funding within the 2023 budget, this action report seeks continued support in the benefit plans that management designs and approval of the expenditure structure. As in recent previous years, the approved budget includes forecasting in a conservative manner (full staffing for a full year/all employees receiving the premium rates/vacant positions choosing family coverage). This method indicates the 2023 budget across all funds will show a $252,044 favorable end of the year balance.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

X **Budgeted:**	Line Item: Across all funds Line Item:	Amount:5,740,000 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:
None

CITY COUNCIL
ACTION REPORT

Meeting Date: March 27, 2023
A/R No.: 2023-451

Department: Administration

Submitted By: Shawnna Funderburk, Chief Strategic Operations Officer

Subject: MOTION TO APPROVE THE PURCHASE OF A MODEL PRO 6W6 DELUXE ANIMAL TRANSPORT UNIT W / REAR STORAGE FROM BOWIE INTERNATIONAL, LLC (CUSTOM FIBERGLASS COACHES) FOR AN AMOUNT NOT TO EXCEED $21,245.000

Summary:

- Purchase one Model Pro 6W6 Deluxe Animal Transport Unit w / Rear Storage from Bowie International, LLC (Custom Fiberglass Coaches) for $21,245.00.
- Quotes received from Deerskin Manufacturing, Inc.; Diamond Truck Body Mfg. Company, Inc.; SWAB Wagon Company; and Custom Fiberglass Coaches.
- Custom Fiberglass Coaches was selected due to cost, offering a fiberglass body versus an aluminum body, a customizable pro-series line and a location in Iowa for collection or servicing of the unit.
- Animal Control staff is awaiting the delivery of two new Ford F250 trucks.
- The new Ford F250 trucks will require animal transport units to be added for transport of animals within our Animal Control Division's care.
- Staff recommends the purchase of one animal transport unit from Custom Fiberglass Coaches at this time for the first Ford F250 currently being built.

Background:

Animal Control staff is awaiting the delivery of two new Ford F250 trucks. The new Ford F250 trucks will require animal transport units to be added for transport of animals within our Animal Control Division's care. Staff recommends the purchase of one animal transport unit from Custom Fiberglass Coaches at this time for the first Ford F250 currently being built. At a future date, staff will bring forward the request to purchase a second animal transport unit from Custom Fiberglass Coaches once we are notified the second Ford F250 truck is being built. Quotes were received from Deerskin Manufacturing, Inc.; Diamond Truck Body Mfg. Company, Inc.; SWAB Wagon Company; and Custom Fiberglass Coaches.

Custom Fiberglass Coaches have the best features, cost and delivery. Custom Fiberglass Coaches provided an estimate for their PRO 6W6 model that included six animal compartments of the preferred size with a pass-through door on the front compartments, roof rack, LED lights, back up alarm and floor drainage trough. Additional options were added to include air conditioning and heating system with digital temperature monitoring in the cab, pull out ramp for front passenger compartment, blind spot mirror, catch pole holder with locking access door and relocating rear vision camera from tailgate to body. The quote totaled $21,245.00. Custom Fiberglass Coaches is in Lake City, IA with an original estimated build time of

10 months that has been increased to 12 to 13 months from order.

Deerskin Manufacturing, Inc. quoted an aluminum bed with eight compartments with smaller dimensions than preferred. The quote of $26,080.00 included installation, shipping and the minimal options of an exhaust fan, interior lights, swinging partitions and a step bumper. It was noted the backup camera would require additional fees. Deerskin Manufacturing is in Springtown, TX and informed us that the build time was 12 months out from ordering.

Diamond Truck Body Mfg. Company, Inc. quoted a steel bed that would be painted white with eight compartments with smaller dimensions than preferred. The base price of $25,342.50 was given with multiple options that increased the price. Diamond Truck Body Mfg. Company, Inc. is in Stockton, CA with an estimated build time of four to six months out but the noted build time could change at any time.

SWAB Wagon Company supplied a quote for the ARF.95 fiberglass model with options for air conditioning, heating, roof rack and wear strips, catch pole holder, back up alarm and slide out trays totaling $22,740.00. SWAB Wagon Company is in Elizabethville, PA with an estimated build time of six months out, and build time could be lengthened at any time.

Throughout the research process, it was learned that the aluminum and steel bodies were heavier, which adds more wear and strain to the vehicle. The steel body could be victim to rust and paint imperfections due to the winter in this area. The option for air conditioning and heating was recommended to improve riders' comfort, especially in this area where weather can be unpredictable. The dimensions of the Custom Fiberglass Coaches compartments were preferred due to it being larger to accommodate larger breed canines more comfortably. With the location of Custom Fiberglass Coaches being approximately three hours from Liberty, it would be reasonable to pick up the truck when completed and eliminate a transport fee.

In summary, Custom Fiberglass Coaches was selected due to cost, offering a fiberglass body versus an aluminum body, a customizable pro-series line and a location in Iowa for collection or servicing of the unit. Each compartment is keyed, fully enclosed and may be sanitized, eliminating the potential spread of illness or disease.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 50.20.132.36.7201 Line Item:	Amount: $21,245.00 Amount:
	Revenue Line (if applicable):	Amount:

Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. AC Truck Box Specifications-6W6 (1)
2. AC Truck Box Specs 6w6
3. AC Truck Box City of Liberty-MO_6W6(1)
4. AC Brochure_PRO Series_2

MODEL PRO 6W6

Specifications

Manufacturer: Custom Fiberglass Coaches

Model: PRO 6W6

Description: A fiberglass one-piece molded animal transportation unit with (6) six animal compartments. Standard features include a fresh air ventilation system vented to each compartment, a pass-through swing door in the front compartment, bright white LED lighting in each compartment, solid partitions creating 6 individual compartments, sloped floor drainage system, back up alarm, high-low brake lights and flashers, and Ultimate Safety doors with large adjustable louvers.

Construction: Reinforced One-Piece Molded Fiberglass Construction with a bright white gel coat high gloss exterior finish. Steel tube frame lines interior around the entire bottom of the unit with cross members to provide a solid mounting structure. All the steel under structure is completely sealed in fiberglass.

Body Dimensions: 80" Wide x 45" High x 110" Long

Weight: Approximately 1100 lbs.

Truck Chassis: Must be a standard long bed truck chassis with a 56" cab-to-axle (CA) measurement. And it must have single rear wheels.

Animal Compartment Sizes: Measured from center of partitions

Street Side: Front 36" Wide x 36" High x 39" Deep (w/ pass through door open 36" Wide x 78" Deep)

Center 36" Wide x 36" High x 39" Deep

Rear 38" Wide x 36" High x 39" Deep

Curb Side: Front 36" Wide x 36" High x 39" Deep (w/ pass through door open 36" Wide x 78" Deep)

Center 36" Wide x 36" High x 39" Deep

Rear 38" Wide x 36" High x 39" Deep

Under Structure: Framed with 1.5" x 2" 14 gauge high strength tubular steel on all sides with two 2" x 3" 11 gauge high strength tubular cross members. Four 5" x 5" x .375" solid steel angle mounts are installed for easy mounting on the vehicle frame using grade 8 bolts. All steel is completely sealed in fiberglass to minimize exposure to the elements and reduce rust and deterioration.

Floor: Constructed using a .75" foam composite board molded and sealed into the unit with three layers of fiberglass. The top layer thickness is .1875" and the bottom layers are .15625" and .1875" in thickness. Floors have a .75” recess creating a trough under the unit with individual drain capabilities. The floor is sloped to the center, so drainage flow is directed to the drain holes and into the trough under the unit keeping compartment floors dry and clean. The undercarriage is sealed with fiberglass which provides maximum insulation preventing heat from rising through the floor.

Compartments: Walls and ceilings are gel coat sealed and webbed to provide a smooth, easy to clean finish in the compartments. (Note: Bodies can be made to your specifications and partitions can be made with wire)

Doors: Doors are constructed of a reinforced aluminum fabricated frame and are 21” wide x 31.75” high. Aluminum jalousie is 13.5” wide x 24 7/8” high with (6) six louvers split (3) three on top and (3) three on the bottom with welded wire behind the louver. A stainless steel continuous hinge (1.5”) (20 Gauge) connects the door to a fiberglass frame molded into the body. Aluminum drip shields are placed over all doors. A keyed alike stainless steel recessed folding ‘T’ latch locking handle is used.

Extra Large Doors: Come standard in the front passenger and front driver side compartments. The XL door is 25.75” wide by 31.75” high with an aluminum jalousie.

Catch Pole Doors: Doors can have a catch pole door within the door measuring 4” wide x 3.75” high. If the unit is ordered without interior safety doors.

Interior Safety Door: Heavy duty wire interior safety door with an arm and catch pole opening on the latch side. Door is constructed of 3/8" frame and 3/8” horizontal rods with 1/4" vertical rods welded at all intersections. A heavy duty ½” spring loaded bolt latch is used to provide a positive latching system and the door is mounted with stainless steel hinges. The interior safety door is installed inside the outer door to keep the animal secured in the compartment when the outer door is opened protecting the operator and allowing full vision of the compartment. *Available in steel with a powdercoated black finish or in Stainless Steel.*

Ventilation: Forced fresh air ventilation system provides 580 CFM airflow with a dual fan blower and is vented to each of the individual compartments. A 4” high x 18” wide fiberglass air duct is installed in the ceiling of the unit and runs down the center the full length of the unit. The blower is installed inside the rear of the unit in the housing at the end of the air duct and forces air through the duct. Fresh air is drawn in from outside and is vented to each of the individual compartments blowing stale air from the compartments and providing fresh air. The forced air is distributed equally to all compartments and does not circulate from one compartment to another. The blower is operated with a switch and indicator light in the cab.

Roof: Roof is backed by .5” high density composite board with a .15625” layer of fiberglass applied to the ceiling of the unit. The composite board is completely glassed in providing maximum insulation and strength. Roof of the compartments are gel coat sealed and webbed.

Roof Rack: Stainless steel tube and stanchions.

Lights: All LED bright white lights in individual compartments minimizes power draw on vehicle. Rubber mounted LED running, stop, turn and back up lights. Side mounted clearance lights installed away from gas tank filling areas in accordance with FMVSS.

Back Up Alarm: 105 D.B. back up alarm mounted under the unit at the rear.

Bumper: Steel step bumper with tread plate top, powdercoated black.

Ground Effects: Molded fiberglass skirting is installed along the bottom of the unit with openings centered over rear tires and sized large enough for easy tire removal when necessary. Ground effects are constructed of fiberglass and have a bright white gel coat high gloss finish.

Installation: Mounts easily to the truck frame with bolts using 5" mounting plates welded to the cross members of the unit. Unit is easily transferred from one vehicle to another. Installation costs for mounting at our facility in Lake City, Iowa, are included in the pricing.

Color: Bright white gel coat high gloss finish.

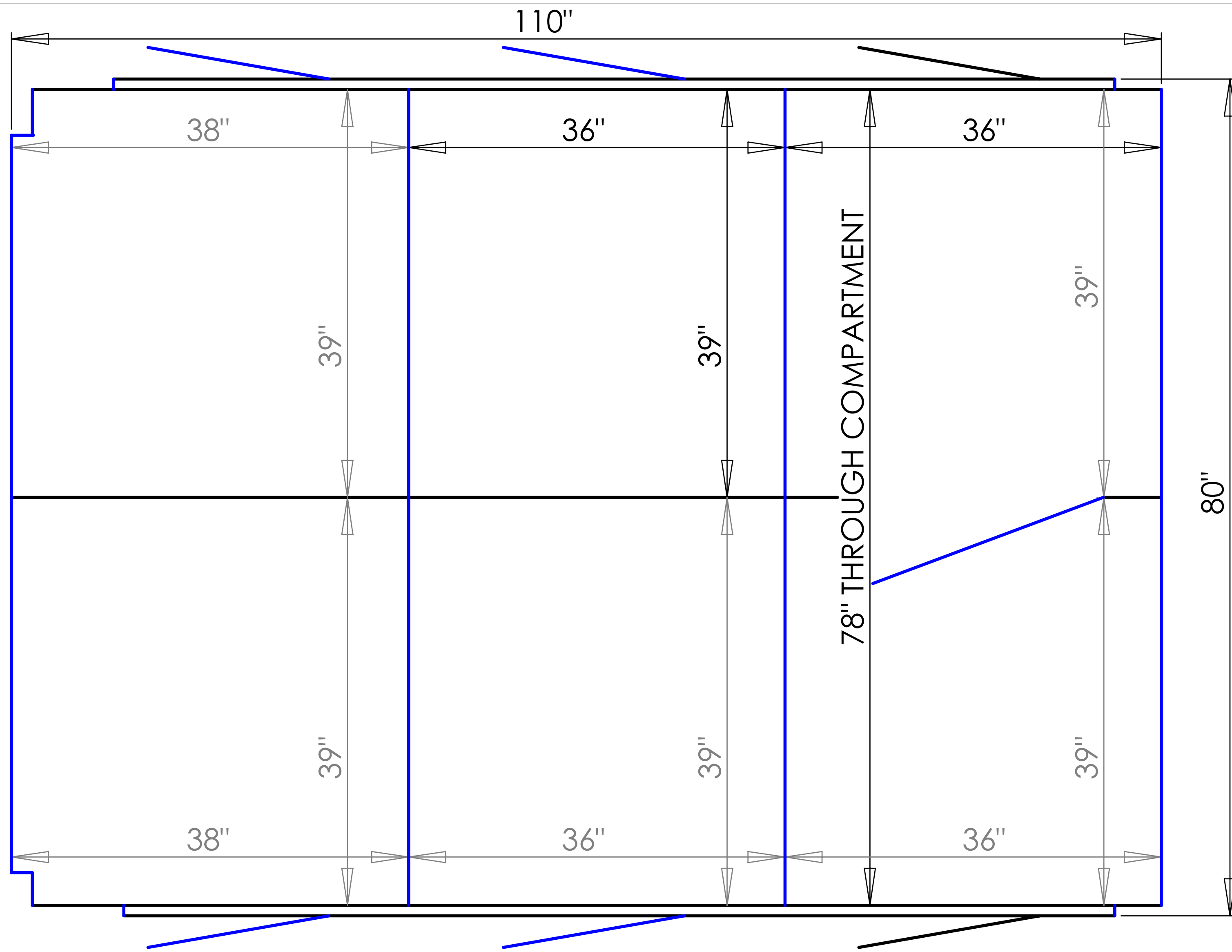
Fuel Cap: Recessed.

Rust Proofing: Unit is manufactured from fiberglass which will not rust or corrode and steel components are glassed in minimizing exposure to the elements.

Wiring: All wiring is color coded, run in conduit and glassed in so the wiring is not exposed to the animals. Wiring is easily accessed in junction boxes for future modifications or add on optional equipment installations.

Available Options:

- Interior Safety Doors (Available in Powdercoated Black Steel or Stainless Steel)
- Air Conditioning and Heating (Tie-In System)
- High Capacity Air Conditioning and Heating (Tie-In System)
- Dedicated Air Conditioning and Heating with auxiliary compressor and roof top condenser
- Digital temperature monitoring
- Pull Out Ramp
- Drop Down Steps
- Hoist Back Saver with cage
- Tube Style Catch pole holder
- Light bar (Various styles for the truck cab, or the roof of the unit)
- Strobe lights
- Work lights
- GoLight remote controlled spotlight
- Customized lighting packages
- Rear blind spot mirror
- Pet Step folding ramp



TITLE: 6w6 Animal Control Truck Body Compartment Layout

PROPRIETARY AND CONFIDENTIAL

Bowie International, LLC.
Lake City, IA 51449

SIZE	DWG. NO.	REV
A	6w6	A
SCALE: NOT TO SCALE	Apr. 21, 2009	

5 4 3 2 1

Custom Fiberglass COACHES

QUOTATION

Bowie International, LLC
313 South Hancock
Lake City, IA 51449
P: 800-831-0960 F: 712-464-8601

QUOTATION NO. 031423-1
DATE March 14, 2023
CUSTOMER ID Liberty, MO

TO

Samantha Lehman
Liberty Animal Control
2801 Riverview Road
Liberty, MO 64068
816-439-4791

BOWIE™
A Higher Standard of Excellence

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Steve Sinnard		Net 30	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Model PRO 6W6 Deluxe Animal Transport Unit w/ rear storage	$ 14,250.00	14,250.00
	Includes: Roof rack, all L.E.D. Lighted compartments, back-up		
	alarm, Hi-Lo brake lights, bumper extensions, Ultimate Safety		
	Doors, stainless steel T-Lock handles, keyed alike locks, ground		
	effects, solid partitions, gel coat sealed and webbed interior		
	clearance lights, pass through swing door in front compartment		
	floor drainage trough, step bumper with tread plate top, 12V		
	forced air ventilation system, step bumper with tread plate top		
1.00	Heavy Duty Interior Safety Door - stainless steel (set of 6)	1,350.00	1,350.00
1.00	Pull Out Ramp - front passenger compartment	495.00	495.00
1.00	Whelen Justice Lightbar: Red / Blue w/ alleys and takedowns¤	2,595.00	2,595.00
1.00	Blind Spot Mirror	140.00	140.00
1.00	AC & Heating System w/ digital temp monitoring in cab	2,600.00	2,600.00
1.00	Tube Style Catch Pole Holder w/ locking access door	240.00	240.00
1.00	Relocate rear vision camera from tailgate to body	75.00	75.00
1.00	Pickup Bed Credit - remove pickup bed	(500.00)	(500.00)
	Drop Ship Truck: Code 53Y600		
	Delivery - To Be Determined		
	To be installed on standard long bed pickup with 56" cab to axle		
		SUBTOTAL	$ 21,245.00
		SALES TAX	
		TOTAL	**$ 21,245.00**

Custom Fiberglass Coaches is a subsidiary of Bowie International, LLC

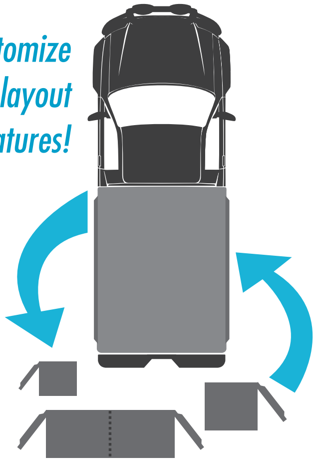
Make all purchase orders and checks to Bowie International, LLC
www.customfiberglasscoaches.com **email: ask@customfiberglasscoaches.com**

ANIMAL TRANSPORT UNITS
A subsidiary of Bowie International, LLC BOWIE

PRO SERIES

The ultimate in customization and innovative features for the most demanding animal care professionals

Customize your layout & features!



Known as the toughest, longest lasting animal transport units available, the PRO Series is also the most customizable unit in the industry. Choose from many layouts and options to fit your needs.

Key features include:

- Nearly unlimited customization options
- Ultimate safety doors with large louvers and small catch pole door within door
- Fresh air ventilation system vented to each compartment
- LED compartment lighting
- Back-up alarm and four-way flashers

See other side for more features

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PRO-SERIES SPECIFICATIONS

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Standard Equipment

Construction & Finish

- Reinforced one-piece molded fiberglass construction
- Ultimate safety doors with large louvers and small catch pole door within door
- Bright white gelcoat high gloss exterior finish
- Molded fiberglass ground effects
- Step bumper with tread plate top
- Stainless steel hardware throughout

Design Features

- Sloped floor drainage system
- Pass-through swing door in the front compartment
- Storage compartment with rear access and catch pole holder
- Stainless steel tube roof rack
- User friendly and easy to clean

Ventilation

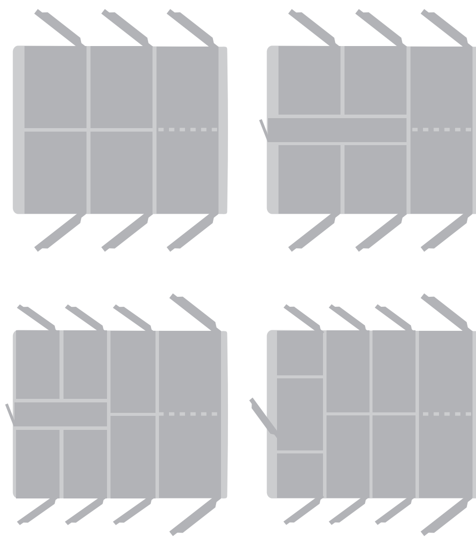
- Fresh air ventilation system vented to each compartment
- Adjustable aluminum louvers to control airflow

Wiring & Lighting

- Bright white L.E.D. lighting in compartments
- L.E.D. brake, running and reverse lights
- All wiring color-coded & in conduit to protect from animals
- Easily-accessible junction boxes for future options, etc.

Layout Configurations

Configure your compartments nearly any way you choose!



Choose from:

- *Animal compartments*
- *Pass-through front compartments*
- *Storage compartments*
- *Deceased animal quarantine compartments*
- *Hoist compartments*

Optional Equipment

Pull-Out Ramp

Backsaver Hoist

Other optional equipment

- Air Conditioning and Heating
  w/ Digital temperature monitoring
- Heavy Duty Interior Safety Doors
  powdercoated black or stainless steel
- Additional catch pole holder
- Additional work & safety lights
- Rear blind spot mirror
- Removable Shelves
- Rear vision camera system
- Drop Down Steps
- Pull-Out Ramp

More options available. Call for details!

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The City of Liberty missouri

To: City Council Members
From: Lyndell Brenton, Mayor
Subject: Boards and Commissions Appointments
Date: March 27, 2023

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

1. Board of Zoning Adjustments

    a. Appoint Paul Victor as an Alternate to a term expiring 4/1/2027

2. Board of Appeals

    a. Appoint Aimee Gray as an Alternate to a term expiring 12/30/2024
    b. Appoint Ken Personett as an Alternate to a term expiring 12/30/2024
    c. Appoint Larry Gregory as an Alternate to a term expiring 12/30/2023

3. Parks & Recreation Foundation

    a. Appoint Kate Brown to a term expiring 1/1/2026

4. Historic District Review Commission

    a. Appoint Paemon Lee Honest Aramjoo to a term expiring 7/1/2025

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

1. Board of Zoning Adjustments

    a. Reappoint Paul Fessler to a term expiring 4/1/2028
    b. Reappoint Dave Heston to a term expiring 4/1/2028
    c. Reappoint Larry Gregory to a term expiring 4/1/2028

2. Parks & Recreation Foundation

    a. Reappoint Matt Sameck to a term expiring 1/1/2026

CITY COUNCIL
ACTION REPORT

Meeting Date: March 27, 2023
A/R No.: 2023-455

Department: Administration

Submitted By: Brandon Smith, Economic & Business Development Manager

Subject: ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE PROMINENCE HOLDINGS PROJECT; AUTHORIZING THE CITY OF LIBERTY, MISSOURI TO ISSUE A SERIES OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $79,050,000; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

Summary:

- The project is to be financed by $79,050,000.00 in Bonds and consists of up to 478 units distributed throughout up to 11 apartment buildings.
- The buildings will consist of a market-driven mix of one, two and three-bedroom units.
- This Class A apartment community will be constructed of high-quality exterior materials comprised primarily of horizontal lap siding, vertical board and batten siding, and stone accents.
- The buildings will generally be four stories in height with various buildings having walkout basement levels to facilitate topography and grade transitions throughout the site.
- The buildings will include “tuck under” garages on one side, and the combined garage parking and surface parking will maintain a 1.7 parking stall per dwelling unit parking ratio. Also included will be a community clubhouse, fitness facility, gathering and workspaces, pool, outdoor kitchen, and sport court.
- It is anticipated that approximately 352 units will be completed by 2027.
- The Company may, at its option, continue to construct buildings throughout the abatement period, up to an additional 126 units, to reach a total of up to 478 units.
- The project will be situated on approximately 19.8 acres of a larger 62-acre tract located to the east of the intersection of Plummer Road and South Liberty Parkway in the City.

Background:

- The project has been approved by the City Council regarding the rezoning and preliminary plat.
- The City Council, the Planning Commission and City Staff all recommended approval of this project.
- The Project is expected to cost approximately $79,050,000.00. The investments are anticipated to be made as shown in the attached Cost-Benefit Analysis, although the actual years of investment may vary based on Project

implementation.

- The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed $79,050,000.00, to be issued by the City and purchased by the Company and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project. The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.
- Taxes on the existing site without the project total $2,308.00.
- Projected taxes (PILOT) with abatement total $6,137,753.00 over the life of the abatment.
- Projected abatement totals $6,140,454.00 over the life of the abatement.

Previous Action (if applicable):
Rezoning and preliminary plats have already been approved by City Council.

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

Attachments:
1. Ordinance (Prominence) v1
2. Plan v1 - FINAL - AS MAILED (Prominence)

Document No. __________

ORDINANCE NO. __________

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE PROMINENCE HOLDINGS PROJECT; AUTHORIZING THE CITY OF LIBERTY, MISSOURI TO ISSUE A SERIES OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $79,050,000; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Liberty, Missouri (the "City") is a special charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the leasing of residential property for a profit is a commercial undertaking; and

WHEREAS, the City has received a proposal for a development consisting of acquiring, constructing and improving an apartment complex of up to 478 units to be situated on approximately 19.8 acres of a larger 62-acre tract located to the east of the intersection of Plummer Road and South Liberty Parkway in the City (the "Project"); and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for an industrial development project (the "Plan"), gave notice of the Plan by mail to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on March 27, 2023; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to provide tax abatement and sales tax exemption on construction materials for the Project through the proceeds of a series of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, because the Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of the Project to Prominence Holdings, LLC, a Missouri limited liability company, or its designee (the "Company"), and from no other source, the City has determined that it is appropriate that the Bonds be sold to the Company pursuant to Section 108.170 of the Revised Statutes of Missouri, as amended, which provides that notwithstanding any other provisions of any law or any charter provision to the contrary, industrial development revenue bonds may be sold at private sale; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI, AS FOLLOWS:

SECTION I

Promotion of Economic Development and Commercial Nature of Project. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Council finds that the Project consists of commercial facilities for purposes of the Act.

SECTION II

Approval of Plan. The Council hereby approves the Plan attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

SECTION III

Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Prominence Holdings Project) in an aggregate principal amount not to exceed $79,050,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The sale of the Bonds to the Company at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

SECTION IV

Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

SECTION V

Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and the bond trustee named therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will provide funds for the construction and improvement of the Project and lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, and under which the Company agrees to pay certain payments in lieu of taxes; and

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agree to purchase the Bonds.

SECTION VI

Execution of Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Trust Indenture. The Mayor, City Administrator or Assistant City Administrator of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The Deputy City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION VII

Further Authority. The Mayor, City Administrator, Assistant City Administrator, Deputy City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor, City Administrator, Assistant City Administrator, and Deputy City Clerk are specifically authorized to execute any documents necessary with respect to the financing of the Project by the Company, the sales tax exemption certificate to be delivered to the Company in connection with the Project and the Bonds, and the subleasing of the Project by the Company.

ORDINANCE NO. _______

SECTION VIII

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

PASSED by the City Council of the City of Liberty, Missouri, this _______ day of __________, 2023.

____
[SEAL] MAYOR

ATTEST:

____
DEPUTY CITY CLERK

APPROVED by the Mayor this _______ day of __________, 2023.

____
MAYOR

EXHIBIT A
TO ORDINANCE NO. __________

PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

CITY OF LIBERTY, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS

FOR THE

PROMINENCE HOLDINGS PROJECT

MAILED: MARCH 6, 2023

I. PURPOSE OF THIS PLAN

The City Council of the City of Liberty, Missouri (the "City") will consider an ordinance approving this Plan (defined below) and authorizing the issuance by the City of its taxable industrial development revenue bonds in the aggregate principal amount of not to exceed $79,050,000 (the "Bonds"), to finance costs of an apartment project (the "Project") for Prominence Holdings, LLC, or its assignee or designee (the "Company") as more fully described herein. The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the "Act").

This Plan for an Industrial Development Project and Cost-Benefit Analysis (the "Plan") has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. The leasing of residential property for a profit is a commercial undertaking.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of a series of the bonds, the landowner will convey to the municipality title to the property included in the project. At the same time, the municipality will lease the property, including the project, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

Under the lease agreement, the benefitted company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all un-abated taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company. Under this Plan, the Company will agree to make "payments in lieu of taxes" in an amount calculated to equal a portion of the taxes that would be due on the Project were it not for ownership by the City. The payments in lieu of taxes are payable in December of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the Project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

The Company. Prominence Holdings, LLC ("Prominence Holdings") is a Missouri limited liability company located in Liberty, Missouri. Prominence Holdings was formed in 2022 for the purpose of investing in the Project.

City of Liberty, Missouri. The City is a special charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project to be financed by the Bonds consists of up to 478 units distributed throughout up to 11 apartment buildings. The buildings will consist of a market driven mix of one, two and three-bedroom units. This Class A apartment community will be constructed of high-quality exterior materials comprised primarily of horizontal lap siding, vertical board and batten siding, and stone accents. The buildings will generally be 4 stories in height with various buildings having walkout basement levels to facilitate topography and grade transitions throughout the site. The buildings will include "tuck under" garages on one side, and the combined garage parking and surface parking will maintain a 1.7 parking stall per dwelling unit parking ratio. Also included will be a community clubhouse, fitness facility, gathering and workspaces, pool, outdoor kitchen, and sport court. It is anticipated that approximately 352 units will be completed by 2027. The Company may, at its option, continue to construct buildings throughout the abatement period, up to an additional 126 units, to reach a total of up to 478 units.

The Project will be situated on approximately 19.8 acres of a larger 62-acre tract located to the east of the intersection of Plummer Road and South Liberty Parkway in the City. A map of the approximate site location for the Project is shown below:

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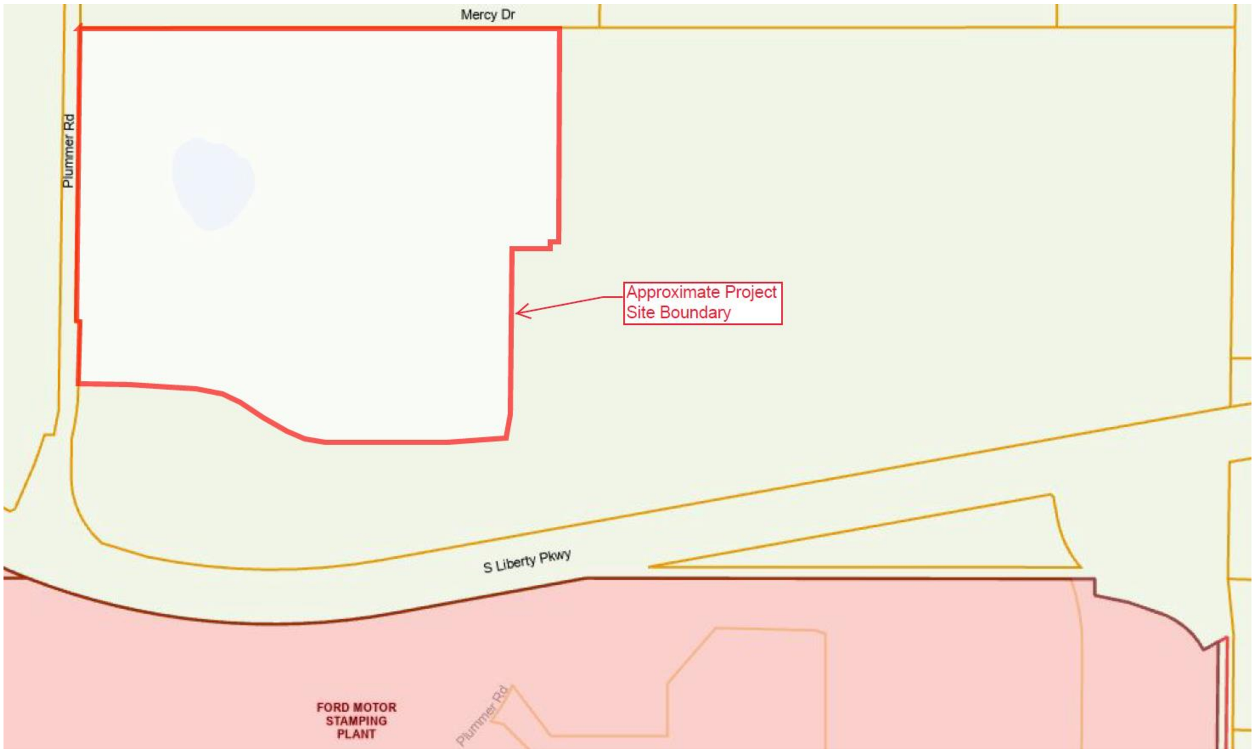

Estimate of the Costs of the Project. The Project is expected to cost approximately $79,050,000. The investments are anticipated to be made as shown in the attached Cost-Benefit Analysis, although the actual years of investment may vary based on Project implementation.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed $79,050,000, to be issued by the City and purchased by the Company and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project. The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold title to the Project site under the Chapter 100 transactions. The City will lease the Project to the Company for lease payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease.

Affected Taxing Districts. The Liberty School District, Clay County, Missouri, Metropolitan Community College (the Junior College District of Metropolitan Kansas City, Missouri) and the City will be affected by the Project. No ambulance district board operating under chapter 190 or fire protection district board operating under chapter 321 is affected by the Project. Other taxing jurisdictions affected by the Project are set out in the Cost-Benefit Analysis attached hereto.

Assessed Valuation. The most recent equalized assessed valuation of the Project site is estimated at $1,901 (using an acreage-based allocation of assessed value to land that constitutes a portion of a larger tax parcel). The estimated total equalized assessed valuation of the Project site after the initial development of the Project (approximately 352 units) is $11,543,163 and after the additional development allowed under this Plan (approximately 126 more units) is $17,127,345.

Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds in 2023 or 2024. The Company will make payments in lieu of taxes ("PILOTS") for the Project as follows: (1) prior to construction, the amount calculated to equal the taxes that would have been due on the unimproved land were it in private ownership, (2) for each building under construction, an amount calculated from a starting point of $1,224 dollars per door, with an inflation adjustment of 3.0% in each odd year starting with 2025, for units under construction, pro-rated by percentage of completion of such building, and (3) for each completed building (as evidenced by a certificate of occupancy having been granted by the City for such building), an amount calculated from a starting point of $1,224 dollars per door, with an inflation adjustment of 3.0% in each odd year starting with 2025. The inflation adjustment shall accrue from 2025 for all buildings regardless of whether construction has commenced on all or any part of the Project. The last year of the abatement period shall be 2036 and no building shall receive abatement for more than 10 years after completion.

The total PILOT payments are estimated in the Cost-Benefit Analysis attached hereto. The actual Project implementation and abatement timing may vary from what is shown in the Cost-Benefit Analysis. PILOT payments will be distributed to the taxing jurisdictions by or at the direction of the City.

Cost-Benefit Analysis. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the Project. This Plan does not attempt to quantify the overall economic impact of the Project. The tax rates used in this Plan reflect the rates in effect for the tax year 2022. The actual years and PILOT amounts may vary based on Project implementation.

V. SALES AND USE TAX EXEMPTION

***Sales and Use Tax Exemption on Construction Materials*.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that the total amount of qualified building materials purchased will be $36,750,000. Certain assumptions have been made regarding the situs of sale for such purchases. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

[remainder of page intentionally left blank]

	Sales Tax Rate	Use Tax Rate	Estimated Sales and Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	4.225%	$1,552,688
City of Liberty			
General revenue	1.000	1.000	367,500
Transportation	0.500	0.500	183,750
Capital Improvement	0.500	0.500	183,750
Parks	0.250	0.250	91,875
Fire protection	0.250	0.250	91,875
Economic development	0.375	0.375	137,813
Public safety	0.500	0.500	183,750
Clay County			
General revenue	0.750	0.750	275,625
Public Safety	0.125	0.125	45,938
Children's Service	0.250	0.250	91,875
Zoological District	0.125	n/a	43,641
Total	8.850%	8.725%	$3,250,078

* * *

City of Liberty, Missouri
(Prominence Holdings Project)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

GILMORE BELL
GILMORE & BELL, PC

Table of Contents

Project Assumptions

- Initial year taxes assessed (Existing Site) — 2023
- Estimated Assessed Value of Existing Site without Project Improvements in 2023 (Agricultural Use) — $ 1,901
- Biennial growth rate of Existing Site without Project Improvements — 3.0%
- Estimated Assessed Value of Site at start of Project (Residential Use) — $ 3,010
- Starting point for calculation of Assessed Value of Project Improvements

Units	$ per Door	Assessed Value
478	$ 2,448	$ 14,771,188 *

- Percent Complete

Initial 352 Units		
	1/1/2024	0%
	1/1/2025	20%
	1/1/2026	67%
	1/1/2027	100%
Additional 126 Units		
	1/1/2031	33%
	1/1/2032	66%
	1/1/2033	100%

- Biennial growth rate of appraised value of real property — 3.0%
- Fixed PILOT as described below:

Abatement Year	Calendar Year	PILOT
	2023	238
	2024	238
	2025	88,755
	2026	297,328
1	2027	457,087
2	2028	457,087
3	2029	470,799
4	2030	470,799
5	2031	542,205
6	2032	599,486
7	2033	678,259
8	2034	678,259
9	2035	698,607
10	2036	698,607

* 3.0% biennial growth rate applied starting in 2025. 352 units projected for completion by 1/1/2027. Additional 126 units projected for completion by 1/1/2033.

Taxing Jurisdiction	Tax Rate	Taxes on Existing Site without Project Improvements	Projected Taxes without Abatement	Projected PILOTS	Projected Abatement
Clay County	0.0250	$ 7	$ 38,748	$ 19,370	$ 19,378
Clay County Road and Bridge	0.0697	20	108,030	54,003	54,027
Clay County Senior Services	0.0427	12	66,182	33,084	33,098
Clay County Health Center	0.0857	25	132,829	66,400	66,429
Liberty Hospital District	0.1352	39	209,550	104,752	104,798
Liberty School District	5.9277	1,727	9,187,499	4,592,739	4,594,760
Mid Continent Public Library	0.3240	94	502,176	251,033	251,143
Tri-County Mental Health	0.0857	25	132,829	66,400	66,429
City of Liberty, Missouri	0.8905	259	1,380,210	689,953	690,257
Developmental Disability Board	0.1028	30	159,332	79,649	79,684
Metropolitan Community College	0.2028	59	314,325	157,128	157,197
State of Missouri	0.0300	9	46,498	23,244	23,254
	7.9218	$ 2,308	$ 12,278,208	$ 6,137,753	$ 6,140,454

Estimated Assessed Value of Existing Site without Project Improvements		$ 1,901	$ 1,901	$ 1,958	$ 1,958	$ 2,017	$ 2,017	$ 2,078
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029
Clay County	0.0250	$ 0	$ 0	$ 0	$ 0	$ 1	$ 1	$ 1
Clay County Road and Bridge	0.0697	1	1	1	1	1	1	1
Clay County Senior Services	0.0427	1	1	1	1	1	1	1
Clay County Health Center	0.0857	2	2	2	2	2	2	2
Liberty Hospital District	0.1352	3	3	3	3	3	3	3
Liberty School District	5.9277	113	113	116	116	120	120	123
Mid Continent Public Library	0.3240	6	6	6	6	7	7	7
Tri-County Mental Health	0.0857	2	2	2	2	2	2	2
City of Liberty, Missouri	0.8905	17	17	17	17	18	18	19
Developmental Disability Board	0.1028	2	2	2	2	2	2	2
Metropolitan Community College	0.2028	4	4	4	4	4	4	4
State of Missouri	0.0300	1	1	1	1	1	1	1
	7.9218	$ 151	$ 151	$ 155	$ 155	$ 160	$ 160	$ 165

Estimated Assessed Value of Existing Site without Project Improvements		$ 2,078	$ 2,140	$ 2,140	$ 2,204	$ 2,204	$ 2,270	$ 2,270	
Taxing Jurisdiction	Tax Rate per $100	2030	2031	2032	2033	2034	2035	2036	Total
Clay County	0.0250	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 7
Clay County Road and Bridge	0.0697	1	1	1	2	2	2	2	20
Clay County Senior Services	0.0427	1	1	1	1	1	1	1	12
Clay County Health Center	0.0857	2	2	2	2	2	2	2	25
Liberty Hospital District	0.1352	3	3	3	3	3	3	3	39
Liberty School District	5.9277	123	127	127	131	131	135	135	1,727
Mid Continent Public Library	0.3240	7	7	7	7	7	7	7	94
Tri-County Mental Health	0.0857	2	2	2	2	2	2	2	25
City of Liberty, Missouri	0.8905	19	19	19	20	20	20	20	259
Developmental Disability Board	0.1028	2	2	2	2	2	2	2	30
Metropolitan Community College	0.2028	4	4	4	4	4	5	5	59
State of Missouri	0.0300	1	1	1	1	1	1	1	9
	7.9218	$ 165	$ 170	$ 170	$ 175	$ 175	$ 180	$ 180	$ 2,308

Projected Taxes Without Abatement

Estimated Assessed Value of Improvements		$ 3,010	$ 3,010	$ 2,243,871	$ 7,509,683	$11,543,163	$11,543,163	$11,889,458
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029
Clay County	0.0250	$ 1	$ 1	$ 561	$ 1,877	$ 2,886	$ 2,886	$ 2,972
Clay County Road and Bridge	0.0697	2	2	1,564	5,234	8,046	8,046	8,287
Clay County Senior Services	0.0427	1	1	958	3,207	4,929	4,929	5,077
Clay County Health Center	0.0857	3	3	1,923	6,436	9,892	9,892	10,189
Liberty Hospital District	0.1352	4	4	3,034	10,153	15,606	15,606	16,075
Liberty School District	5.9277	178	178	133,010	445,151	684,244	684,244	704,771
Mid Continent Public Library	0.3240	10	10	7,270	24,331	37,400	37,400	38,522
Tri-County Mental Health	0.0857	3	3	1,923	6,436	9,892	9,892	10,189
City of Liberty, Missouri	0.8905	27	27	19,982	66,874	102,792	102,792	105,876
Developmental Disability Board	0.1028	3	3	2,307	7,720	11,866	11,866	12,222
Metropolitan Community College	0.2028	6	6	4,551	15,230	23,410	23,410	24,112
State of Missouri	0.0300	1	1	673	2,253	3,463	3,463	3,567
	7.9218	$ 238	$ 238	$ 177,755	$ 594,902	$ 914,426	$ 914,426	$ 941,859

Estimated Assessed Value of Improvements		$ 11,889,458	$13,692,317	$15,138,492	$17,127,345	$17,127,345	$17,641,166	$17,641,166	
Taxing Jurisdiction	Tax Rate per $100	2030	2031	2032	2033	2034	2035	2036	Total
Clay County	0.0250	$ 2,972	$ 3,423	$ 3,785	$ 4,282	$ 4,282	$ 4,410	$ 4,410	$ 38,748
Clay County Road and Bridge	0.0697	8,287	9,544	10,552	11,938	11,938	12,296	12,296	108,030
Clay County Senior Services	0.0427	5,077	5,847	6,464	7,313	7,313	7,533	7,533	66,182
Clay County Health Center	0.0857	10,189	11,734	12,974	14,678	14,678	15,118	15,118	132,829
Liberty Hospital District	0.1352	16,075	18,512	20,467	23,156	23,156	23,851	23,851	209,550
Liberty School District	5.9277	704,771	811,639	897,364	1,015,258	1,015,258	1,045,715	1,045,715	9,187,499
Mid Continent Public Library	0.3240	38,522	44,363	49,049	55,493	55,493	57,157	57,157	502,176
Tri-County Mental Health	0.0857	10,189	11,734	12,974	14,678	14,678	15,118	15,118	132,829
City of Liberty, Missouri	0.8905	105,876	121,930	134,808	152,519	152,519	157,095	157,095	1,380,210
Developmental Disability Board	0.1028	12,222	14,076	15,562	17,607	17,607	18,135	18,135	159,332
Metropolitan Community College	0.2028	24,112	27,768	30,701	34,734	34,734	35,776	35,776	314,325
State of Missouri	0.0300	3,567	4,108	4,542	5,138	5,138	5,292	5,292	46,498
	7.9218	$ 941,859	$ 1,084,678	$ 1,199,241	$ 1,356,794	$ 1,356,794	$ 1,397,498	$ 1,397,498	$12,278,208

Projected PILOTS

Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029
Estimated Assessed Value of Improvements		$ 3,010	$ 3,010	$ 2,243,871	$ 7,509,683	$11,543,163	$11,543,163	$11,889,458
PILOT Amount		$ 238	$ 238	$ 88,755	$ 297,328	$ 457,087	$ 457,087	$ 470,799
Clay County	0.0250	$ 1	$ 1	$ 280	$ 938	$ 1,442	$ 1,442	$ 1,486
Clay County Road and Bridge	0.0697	2	2	781	2,616	4,022	4,022	4,142
Clay County Senior Services	0.0427	1	1	478	1,603	2,464	2,464	2,538
Clay County Health Center	0.0857	3	3	960	3,217	4,945	4,945	5,093
Liberty Hospital District	0.1352	4	4	1,515	5,074	7,801	7,801	8,035
Liberty School District	5.9277	178	178	66,413	222,484	342,027	342,027	352,288
Mid Continent Public Library	0.3240	10	10	3,630	12,161	18,695	18,695	19,256
Tri-County Mental Health	0.0857	3	3	960	3,217	4,945	4,945	5,093
City of Liberty, Missouri	0.8905	27	27	9,977	33,423	51,382	51,382	52,923
Developmental Disability Board	0.1028	3	3	1,152	3,858	5,932	5,932	6,109
Metropolitan Community College	0.2028	6	6	2,272	7,612	11,702	11,702	12,053
State of Missouri	0.0300	1	1	336	1,126	1,731	1,731	1,783
	7.9218	$ 238	$ 238	$ 88,755	$ 297,328	$ 457,087	$ 457,087	$ 470,799

Taxing Jurisdiction	Tax Rate per $100	2030	2031	2032	2033	2034	2035	2036	Total
Estimated Assessed Value of Improvements		$ 11,889,458	$ 13,692,317	$ 15,138,492	$ 17,127,345	$ 17,127,345	$ 17,641,166	$ 17,641,166	
PILOT Amount		$ 470,799	$ 542,205	$ 599,486	$ 678,259	$ 678,259	$ 698,607	$ 698,607	
Clay County	0.0250	$ 1,486	$ 1,711	$ 1,892	$ 2,140	$ 2,140	$ 2,205	$ 2,205	$ 19,370
Clay County Road and Bridge	0.0697	4,142	4,771	5,275	5,968	5,968	6,147	6,147	54,003
Clay County Senior Services	0.0427	2,538	2,923	3,231	3,656	3,656	3,766	3,766	33,084
Clay County Health Center	0.0857	5,093	5,866	6,485	7,338	7,338	7,558	7,558	66,400
Liberty Hospital District	0.1352	8,035	9,254	10,231	11,576	11,576	11,923	11,923	104,752
Liberty School District	5.9277	352,288	405,719	448,582	507,525	507,525	522,751	522,751	4,592,739
Mid Continent Public Library	0.3240	19,256	22,176	24,519	27,741	27,741	28,573	28,573	251,033
Tri-County Mental Health	0.0857	5,093	5,866	6,485	7,338	7,338	7,558	7,558	66,400
City of Liberty, Missouri	0.8905	52,923	60,950	67,389	76,244	76,244	78,531	78,531	689,953
Developmental Disability Board	0.1028	6,109	7,036	7,779	8,802	8,802	9,066	9,066	79,649
Metropolitan Community College	0.2028	12,053	13,881	15,347	17,364	17,364	17,884	17,884	157,128
State of Missouri	0.0300	1,783	2,053	2,270	2,569	2,569	2,646	2,646	23,244
	7.9218	$ 470,799	$ 542,205	$ 599,486	$ 678,259	$ 678,259	$ 698,607	$ 698,607	$6,137,753

Projected Abatement

Estimated Assessed Value of Improvements		$ 3,010	$ 3,010	$ 2,243,871	$ 7,509,683	$11,543,163	$11,543,163	$11,889,458
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029
Clay County	0.0250	$ -	$ -	$ 281	$ 939	$ 1,443	$ 1,443	$ 1,487
Clay County Road and Bridge	0.0697	-	-	783	2,618	4,024	4,024	4,145
Clay County Senior Services	0.0427	-	-	480	1,604	2,465	2,465	2,539
Clay County Health Center	0.0857	-	-	963	3,219	4,948	4,948	5,096
Liberty Hospital District	0.1352	-	-	1,519	5,079	7,805	7,805	8,039
Liberty School District	5.9277	-	-	66,597	222,668	342,217	342,217	352,483
Mid Continent Public Library	0.3240	-	-	3,640	12,171	18,705	18,705	19,266
Tri-County Mental Health	0.0857	-	-	963	3,219	4,948	4,948	5,096
City of Liberty, Missouri	0.8905	-	-	10,005	33,451	51,410	51,410	52,952
Developmental Disability Board	0.1028	-	-	1,155	3,862	5,935	5,935	6,113
Metropolitan Community College	0.2028	-	-	2,278	7,618	11,708	11,708	12,059
State of Missouri	0.0300	-	-	337	1,127	1,732	1,732	1,784
	7.9218	$ -	$ -	$ 89,000	$ 297,574	$ 457,340	$ 457,340	$ 471,060

Estimated Assessed Value of Improvements		$11,889,458	$13,692,317	$15,138,492	$17,127,345	$17,127,345	$17,641,166	$17,641,166	
Taxing Jurisdiction	Tax Rate per $100	2030	2031	2032	2033	2034	2035	2036	Total
Clay County	0.0250	$ 1,487	$ 1,712	$ 1,893	$ 2,141	$ 2,141	$ 2,206	$ 2,206	$ 19,378
Clay County Road and Bridge	0.0697	4,145	4,773	5,277	5,970	5,970	6,149	6,149	54,027
Clay County Senior Services	0.0427	2,539	2,924	3,233	3,657	3,657	3,767	3,767	33,098
Clay County Health Center	0.0857	5,096	5,869	6,488	7,341	7,341	7,561	7,561	66,429
Liberty Hospital District	0.1352	8,039	9,258	10,236	11,580	11,580	11,928	11,928	104,798
Liberty School District	5.9277	352,483	405,920	448,783	507,732	507,732	522,964	522,964	4,594,760
Mid Continent Public Library	0.3240	19,266	22,187	24,530	27,752	27,752	28,585	28,585	251,143
Tri-County Mental Health	0.0857	5,096	5,869	6,488	7,341	7,341	7,561	7,561	66,429
City of Liberty, Missouri	0.8905	52,952	60,980	67,419	76,275	76,275	78,563	78,563	690,257
Developmental Disability Board	0.1028	6,113	7,040	7,783	8,805	8,805	9,069	9,069	79,684
Metropolitan Community College	0.2028	12,059	13,887	15,354	17,371	17,371	17,892	17,892	157,197
State of Missouri	0.0300	1,784	2,054	2,271	2,570	2,570	2,647	2,647	23,254
	7.9218	$ 471,060	$ 542,473	$ 599,755	$ 678,535	$ 678,535	$ 698,891	$ 698,891	$6,140,454

The City of Liberty missouri

CITY COUNCIL
ACTION REPORT
Meeting Date: March 27, 2023
A/R No.: 2023-456

Department: Administration

Submitted By: Brandon Smith, Economic & Business Development Manager

Subject: ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE GFI CAPITAL PROJECT; AUTHORIZING THE CITY OF LIBERTY, MISSOURI TO ISSUE A SERIES OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $73,400,000.00; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

Summary:

- The project will be financed by $73,400,000.00 in Bonds and consists of a seven-building, multi-story apartment complex with buildings faced in vertical and horizontal lap board and batten siding, stone accents and asphalt composed roofing.
- The project will contain approximately 328 units, consisting of a 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 will be situated around the perimeter of the site to provide open space between the buildings.
- The project will provide a total of approximately 597 parking spaces, comprising electronic vehicle charging stations, approximately 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.
- Related public improvements, including street and utility improvements, will also be constructed as part of the project.
- The project will be situated on approximately 15 acres located to the east of the intersection of Flintlock Road and South Liberty Parkway in the City. A map of the approximate location for the project site is included.

Background:

- The Project is expected to cost approximately $73,400,000.00. The investments are anticipated to be made in 2023, 2024 and 2025, as shown in the Cost-Benefit Analysis, although the actual years of investment may vary based on Project implementation.
- The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed $73,400,000.00, to be issued by the City and purchased by the Company and, if needed, other available funds of the

Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project. The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

- Taxes on site without the project total $1,845.00.
- Taxes on site with the project abated (PILOTS) total $4,862,302 over the life of the abatement.
- Projected abatement totals $4,864,810 over the life of the abatement.

Previous Action (if applicable):
The property has already been rezoned and a preliminary plat has been approved.

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

Attachments:
1. Ordinance (GFI)
2. Plan v2 - FINAL - AS MAILED (GFI)

Document No. __________

ORDINANCE NO. __________

ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE GFI CAPITAL PROJECT; AUTHORIZING THE CITY OF LIBERTY, MISSOURI TO ISSUE A SERIES OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $73,400,000; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Liberty, Missouri (the "City") is a special charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the leasing of residential property for a profit is a commercial undertaking; and

WHEREAS, the City has received a proposal for a development consisting of acquiring, constructing and improving an apartment complex of approximately 328 units to be situated on approximately 15 acres located to the east of the intersection of Flintlock Road and South Liberty Parkway in the City (the "Project"); and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for an industrial development project (the "Plan"), gave notice of the Plan by mail to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on March 27, 2023; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to provide tax abatement and sales tax exemption on construction materials for the Project through the proceeds of a series of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, because the Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of the Project to GFI Capital Holdings, LLC, a New York limited liability company, or its designee (the "Company"), and from no other source, the City has determined that it is appropriate that the Bonds be sold to the Company pursuant to Section 108.170 of the Revised Statutes of Missouri, as amended, which provides that notwithstanding any other provisions of any law or any charter provision to the contrary, industrial development revenue bonds may be sold at private sale; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI, AS FOLLOWS:

SECTION I

Promotion of Economic Development and Commercial Nature of Project. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Council finds that the Project consists of commercial facilities for purposes of the Act.

SECTION II

Approval of Plan. The Council hereby approves the Plan attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

SECTION III

Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (GFI Capital Project) in an aggregate principal amount not to exceed $73,400,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The sale of the Bonds to the Company at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

SECTION IV

Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

SECTION V

Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and the bond trustee named therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will provide funds for the construction and improvement of the Project and lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, and under which the Company agrees to pay certain payments in lieu of taxes; and

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agree to purchase the Bonds.

SECTION VI

Execution of Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Trust Indenture. The Mayor, City Administrator or Assistant City Administrator of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The Deputy City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION VII

Further Authority. The Mayor, City Administrator, Assistant City Administrator, Deputy City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor, City Administrator, Assistant City Administrator, and Deputy City Clerk are specifically authorized to execute any documents necessary with respect to the financing of the Project by the Company, the sales tax exemption certificate to be delivered to the Company in connection with the Project and the Bonds, and the subleasing of the Project by the Company.

SECTION VIII

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

PASSED by the City Council of the City of Liberty, Missouri, this _______ day of __________, 2023.

____
[SEAL] MAYOR

ATTEST:

____
DEPUTY CITY CLERK

APPROVED by the Mayor this _______ day of __________, 2023.

____
MAYOR

EXHIBIT A
TO ORDINANCE NO. __________

PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

CITY OF LIBERTY, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS

FOR THE

GFI CAPITAL PROJECT

MAILED: MARCH 6, 2023

I. PURPOSE OF THIS PLAN

The City Council of the City of Liberty, Missouri (the “City”) will consider an ordinance approving this Plan (defined below) and authorizing the issuance by the City of its taxable industrial development revenue bonds in the aggregate principal amount of not to exceed $73,400,000 (the “Bonds”), to finance costs of an apartment project (the “Project”) for GFI Capital Holdings, LLC, or its assignee or designee (the “Company”) as more fully described herein. The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the “Act”).

This Plan for an Industrial Development Project and Cost-Benefit Analysis (the “Plan”) has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. The leasing of residential property for a profit is a commercial undertaking.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of a series of the bonds, the landowner will convey to the municipality title to the property included in the project. At the same time, the municipality will lease the property, including the project, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

Under the lease agreement, the benefitted company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all un-abated taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company. Under this Plan, the Company will agree to make “payments in lieu of taxes” in an amount calculated to equal a portion of the taxes that would be due on the Project were it not for ownership by the City. The payments in lieu of taxes are payable in December of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the Project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

The Company. GFI Capital Holdings, LLC ("GFI Capital") is a Delaware limited liability company headquartered in New York City. GFI Capital, through its affiliates, is a provider of real estate development, management, hospitality, construction and insurance services to clients across the United States. Since its inception in 1983, GFI Capital has successfully acquired, developed, repositioned, operated and dispositioned over $3 billion in real estate assets. The firm currently holds over $2 billion in assets under management with a concentration of multifamily and development activities in the Kansas City area.

City of Liberty, Missouri. The City is a special charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project to be financed by the Bonds consists of a seven-building, multi-story apartment complex with buildings faced in vertical and horizontal lap board and batten siding, stone accents and asphalt composition roofing. The Project will contain approximately 328 units, consisting of a 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 will be situated around the perimeter of the site to provide open space between the buildings. The Project will provide a total of approximately 597 parking spaces, comprised of electronic vehicle charging stations, approximately 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. Related public improvements, including street and utility improvements, will also be constructed as part of the Project.

The Project will be situated on approximately 15 acres located to the east of the intersection of Flintlock Road and South Liberty Parkway in the City. A map of the approximate location for the Project site is shown below:

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Estimate of the Costs of the Project. The Project is expected to cost approximately $73,400,000. The investments are anticipated to be made in 2023, 2024 and 2025, as shown in the attached Cost-Benefit Analysis, although the actual years of investment may vary based on Project implementation.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed $73,400,000, to be issued by the City and purchased by the Company and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project. The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold title to the Project site under the Chapter 100 transactions. The City will lease the

Project to the Company for lease payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease.

Affected Taxing Districts. The Liberty School District, Clay County, Missouri, Metropolitan Community College (the Junior College District of Metropolitan Kansas City, Missouri) and the City will be affected by the Project. No ambulance district board operating under chapter 190 or fire protection district board operating under chapter 321 is affected by the Project. Other taxing jurisdictions affected by the Project are set out in the Cost-Benefit Analysis attached hereto.

Assessed Valuation. The most recent equalized assessed valuation of the Project site is $1,600. The estimated total equalized assessed valuation of the Project site after development of the Project is $10,442,642.

Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds in 2023. The Company will make payments in lieu of taxes ("PILOTS") for the Project as follows: (1) prior to construction, the amount calculated to equal the taxes that would have been due on the unimproved land were it in private ownership, (2) during construction, an amount calculated from a starting point of $1,224 dollars per door, with an inflation adjustment of 3.0% in each odd year starting with 2025, for units under construction, pro-rated by percentage of completion, and (3) from and after completion, for a period of 10 years, a fixed PILOT calculated from a starting point of $1,224 dollars per door, with an inflation adjustment of 3.0% in each odd year starting with 2025.

The total PILOT payments are estimated in the Cost-Benefit Analysis attached hereto. The actual Project implementation and abatement timing may vary from what is shown in the Cost-Benefit Analysis. PILOT payments will be distributed to the taxing jurisdictions by or at the direction of the City.

Cost-Benefit Analysis. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the Project. This Plan does not attempt to quantify the overall economic impact of the Project. The tax rates used in this Plan reflect the rates in effect for the tax year 2022. The actual years and PILOT amounts may vary based on Project implementation.

V. SALES AND USE TAX EXEMPTION

Sales and Use Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that the total amount of qualified building materials purchased will be $35,400,000. Certain assumptions have been made regarding the situs of sale for such purchases. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

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	Sales Tax Rate	Use Tax Rate	Estimated Sales and Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	4.225%	$1,495,650
City of Liberty			
General revenue	1.000	1.000	354,000
Transportation	0.500	0.500	177,000
Capital Improvement	0.500	0.500	177,000
Parks	0.250	0.250	88,500
Fire protection	0.250	0.250	88,500
Economic development	0.375	0.375	132,750
Public safety	0.500	0.500	177,000
Clay County			
General revenue	0.750	0.750	265,500
Public Safety	0.125	0.125	44,250
Children's Service	0.250	0.250	88,500
Zoological District	0.125	n/a	2,213
Total	8.850%	8.725%	$3,090,863

Note: The majority of taxable sales relating to the Project are anticipated to be conducted by out-of-state vendors, resulting in significantly more use tax savings than sales tax savings.

* * *

City of Liberty, Missouri
(GFI Capital Project)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

GILMORE BELL

GILMORE & BELL, PC

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Project Assumptions

- Initial year taxes assessed (Existing Site) 2023
- Estimated Assessed Value of Existing Site without Project Improvements in 2023 (agricultural use) $ 1,648
- Biennial growth rate of Existing Site without Project Improvements 3.0%
- Estimated Assessed Value of Site at start of Project (residential use) $ 2,609
- Starting Point for Calculation of Assessed Value of Improvements

Units	$ per Door	Assessed Value	
328	$ 2,448	$ 10,135,878	*

- Percent Complete

1/1/2024	33%
1/1/2025	66%
1/1/2026	100%

- Biennial growth rate of appraised value of real property 3.0%
- Fixed PILOT as described below:

Abatement Year	Calendar Year	PILOT **
	2023	207
	2024	132,486
	2025	272,921
1	2026	413,516
2	2027	425,922
3	2028	425,922
4	2029	438,699
5	2030	438,699
6	2031	451,860
7	2032	451,860
8	2033	465,416
9	2034	465,416
10	2035	479,379

* 3.0% biennial growth rate applied starting in 2025.

Summary of Cost Benefit Analysis

Taxing Jurisdiction	Tax Rate	Taxes on Existing Site without Project Improvements	Projected Taxes without Abatement	Projected PILOTS	Projected Abatement
Clay County	0.0250	$ 6	$ 30,697	$ 15,345	$ 15,353
Clay County Road and Bridge	0.0697	16	85,584	42,781	42,803
Clay County Senior Services	0.0427	10	52,431	26,209	26,222
Clay County Health Center	0.0857	20	105,230	52,602	52,629
Liberty Hospital District	0.1352	31	166,011	82,984	83,027
Liberty School District	5.9277	1,380	7,278,574	3,638,349	3,640,225
Mid Continent Public Library	0.3240	75	397,837	198,867	198,970
Tri-County Mental Health	0.0857	20	105,230	52,602	52,629
City of Liberty, Missouri	0.8905	207	1,093,438	546,578	546,860
Developmental Disability Board	0.1028	24	126,227	63,097	63,130
Metropolitan Community College	0.2028	47	249,016	124,476	124,540
State of Missouri	0.0300	7	36,837	18,414	18,423
	7.9218	$ 1,845	$ 9,727,112	$ 4,862,302	$ 4,864,810

Taxes on Existing Site without Project Improvements

Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029
Estimated Assessed Value of Existing Site without Project Improvements		$ 1,648	$ 1,648	$ 1,697	$ 1,697	$ 1,748	$ 1,748	$ 1,801
Clay County	0.0250	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Clay County Road and Bridge	0.0697	1	1	1	1	1	1	1
Clay County Senior Services	0.0427	1	1	1	1	1	1	1
Clay County Health Center	0.0857	1	1	1	1	2	2	2
Liberty Hospital District	0.1352	2	2	2	2	2	2	2
Liberty School District	5.9277	98	98	101	101	104	104	107
Mid Continent Public Library	0.3240	5	5	6	6	6	6	6
Tri-County Mental Health	0.0857	1	1	1	1	2	2	2
City of Liberty, Missouri	0.8905	15	15	15	15	16	16	16
Developmental Disability Board	0.1028	2	2	2	2	2	2	2
Metropolitan Community College	0.2028	3	3	3	3	4	4	4
State of Missouri	0.0300	0	0	1	1	1	1	1
	7.9218	$ 131	$ 131	$ 134	$ 134	$ 139	$ 139	$ 143

Taxing Jurisdiction	Tax Rate per $100	2030	2031	2032	2033	2034	2035	Total
Estimated Assessed Value of Existing Site without Project Improvements		$ 1,801	$ 1,855	$ 1,855	$ 1,910	$ 1,910	$ 1,968	
Clay County	0.0250	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 6
Clay County Road and Bridge	0.0697	1	1	1	1	1	1	16
Clay County Senior Services	0.0427	1	1	1	1	1	1	10
Clay County Health Center	0.0857	2	2	2	2	2	2	20
Liberty Hospital District	0.1352	2	3	3	3	3	3	31
Liberty School District	5.9277	107	110	110	113	113	117	1,380
Mid Continent Public Library	0.3240	6	6	6	6	6	6	75
Tri-County Mental Health	0.0857	2	2	2	2	2	2	20
City of Liberty, Missouri	0.8905	16	17	17	17	17	18	207
Developmental Disability Board	0.1028	2	2	2	2	2	2	24
Metropolitan Community College	0.2028	4	4	4	4	4	4	47
State of Missouri	0.0300	1	1	1	1	1	1	7
	7.9218	$ 143	$ 147	$ 147	$ 151	$ 151	$ 156	$ 1,845

Projected Taxes Without Abatement

Estimated Assessed Value of Improvements		$ 2,609	$ 3,347,449	$ 6,893,058	$ 10,442,642	$ 10,755,921	$ 10,755,921	$ 11,078,599
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029
Clay County	0.0250	$ 1	$ 837	$ 1,723	$ 2,611	$ 2,689	$ 2,689	$ 2,770
Clay County Road and Bridge	0.0697	2	2,333	4,804	7,279	7,497	7,497	7,722
Clay County Senior Services	0.0427	1	1,429	2,943	4,459	4,593	4,593	4,731
Clay County Health Center	0.0857	2	2,869	5,907	8,949	9,218	9,218	9,494
Liberty Hospital District	0.1352	4	4,526	9,319	14,118	14,542	14,542	14,978
Liberty School District	5.9277	155	198,427	408,600	619,009	637,579	637,579	656,706
Mid Continent Public Library	0.3240	8	10,846	22,334	33,834	34,849	34,849	35,895
Tri-County Mental Health	0.0857	2	2,869	5,907	8,949	9,218	9,218	9,494
City of Liberty, Missouri	0.8905	23	29,809	61,383	92,992	95,781	95,781	98,655
Developmental Disability Board	0.1028	3	3,441	7,086	10,735	11,057	11,057	11,389
Metropolitan Community College	0.2028	5	6,789	13,979	21,178	21,813	21,813	22,467
State of Missouri	0.0300	1	1,004	2,068	3,133	3,227	3,227	3,324
	7.9218	$ 207	$ 265,178	$ 546,054	$ 827,245	$ 852,063	$ 852,063	$ 877,624

Estimated Assessed Value of Improvements		$ 11,078,599	$ 11,410,957	$ 11,410,957	$ 11,753,286	$ 11,753,286	$ 12,105,884	
Taxing Jurisdiction	Tax Rate per $100	2030	2031	2032	2033	2034	2035	Total
Clay County	0.0250	$ 2,770	$ 2,853	$ 2,853	$ 2,938	$ 2,938	$ 3,026	$ 30,697
Clay County Road and Bridge	0.0697	7,722	7,953	7,953	8,192	8,192	8,438	85,584
Clay County Senior Services	0.0427	4,731	4,872	4,872	5,019	5,019	5,169	52,431
Clay County Health Center	0.0857	9,494	9,779	9,779	10,073	10,073	10,375	105,230
Liberty Hospital District	0.1352	14,978	15,428	15,428	15,890	15,890	16,367	166,011
Liberty School District	5.9277	656,706	676,407	676,407	696,700	696,700	717,601	7,278,574
Mid Continent Public Library	0.3240	35,895	36,972	36,972	38,081	38,081	39,223	397,837
Tri-County Mental Health	0.0857	9,494	9,779	9,779	10,073	10,073	10,375	105,230
City of Liberty, Missouri	0.8905	98,655	101,615	101,615	104,663	104,663	107,803	1,093,438
Developmental Disability Board	0.1028	11,389	11,730	11,730	12,082	12,082	12,445	126,227
Metropolitan Community College	0.2028	22,467	23,141	23,141	23,836	23,836	24,551	249,016
State of Missouri	0.0300	3,324	3,423	3,423	3,526	3,526	3,632	36,837
	7.9218	$ 877,624	$ 903,953	$ 903,953	$ 931,072	$ 931,072	$ 959,004	$ 9,727,112

Projected PILOTS

		2023	2024	2025	2026	2027	2028	2029
Estimated Assessed Value of Improvements		$ 2,609	$ 3,347,449	$ 6,893,058	$ 10,442,642	$ 10,755,921	$ 10,755,921	$ 11,078,599
PILOT Amount		$ 207	$ 132,486	$ 272,921	$ 413,516	$ 425,922	$ 425,922	$ 438,699
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029
Clay County	0.0250	$ 1	$ 418	$ 861	$ 1,305	$ 1,344	$ 1,344	$ 1,384
Clay County Road and Bridge	0.0697	2	1,166	2,401	3,638	3,747	3,747	3,860
Clay County Senior Services	0.0427	1	714	1,471	2,229	2,296	2,296	2,365
Clay County Health Center	0.0857	2	1,433	2,953	4,474	4,608	4,608	4,746
Liberty Hospital District	0.1352	4	2,261	4,658	7,057	7,269	7,269	7,487
Liberty School District	5.9277	155	99,136	204,220	309,425	318,707	318,707	328,269
Mid Continent Public Library	0.3240	8	5,419	11,162	16,913	17,420	17,420	17,943
Tri-County Mental Health	0.0857	2	1,433	2,953	4,474	4,608	4,608	4,746
City of Liberty, Missouri	0.8905	23	14,893	30,679	46,484	47,878	47,878	49,315
Developmental Disability Board	0.1028	3	1,719	3,542	5,366	5,527	5,527	5,693
Metropolitan Community College	0.2028	5	3,392	6,987	10,586	10,904	10,904	11,231
State of Missouri	0.0300	1	502	1,034	1,566	1,613	1,613	1,661
	7.9218	$ 207	$ 132,486	$ 272,921	$ 413,516	$ 425,922	$ 425,922	$ 438,699

		2030	2031	2032	2033	2034	2035	Total
Estimated Assessed Value of Improvements		$ 11,078,599	$ 11,410,957	$ 11,410,957	$ 11,753,286	$ 11,753,286	$ 12,105,884	
PILOT Amount		$ 438,699	$ 451,860	$ 451,860	$ 465,416	$ 465,416	$ 479,379	
Taxing Jurisdiction	Tax Rate per $100	2030	2031	2032	2033	2034	2035	Total
Clay County	0.0250	$ 1,384	$ 1,426	$ 1,426	$ 1,469	$ 1,469	$ 1,513	$ 15,345
Clay County Road and Bridge	0.0697	3,860	3,976	3,976	4,095	4,095	4,218	42,781
Clay County Senior Services	0.0427	2,365	2,436	2,436	2,509	2,509	2,584	26,209
Clay County Health Center	0.0857	4,746	4,888	4,888	5,035	5,035	5,186	52,602
Liberty Hospital District	0.1352	7,487	7,712	7,712	7,943	7,943	8,181	82,984
Liberty School District	5.9277	328,269	338,117	338,117	348,260	348,260	358,708	3,638,349
Mid Continent Public Library	0.3240	17,943	18,481	18,481	19,035	19,035	19,606	198,867
Tri-County Mental Health	0.0857	4,746	4,888	4,888	5,035	5,035	5,186	52,602
City of Liberty, Missouri	0.8905	49,315	50,794	50,794	52,318	52,318	53,888	546,578
Developmental Disability Board	0.1028	5,693	5,864	5,864	6,040	6,040	6,221	63,097
Metropolitan Community College	0.2028	11,231	11,568	11,568	11,915	11,915	12,272	124,476
State of Missouri	0.0300	1,661	1,711	1,711	1,763	1,763	1,815	18,414
	7.9218	$ 438,699	$ 451,860	$ 451,860	$ 465,416	$ 465,416	$ 479,379	$ 4,862,302

Projected Abatement

Estimated Assessed Value of Improvements		$ 2,609	$ 3,347,449	$ 6,893,058	$ 10,442,642	$ 10,755,921	$ 10,755,921	$ 11,078,599
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029
Clay County	0.0250	$ -	$ 419	$ 862	$ 1,306	$ 1,345	$ 1,345	$ 1,385
Clay County Road and Bridge	0.0697	-	1,167	2,403	3,640	3,749	3,749	3,862
Clay County Senior Services	0.0427	-	715	1,472	2,230	2,297	2,297	2,366
Clay County Health Center	0.0857	-	1,435	2,955	4,476	4,610	4,610	4,748
Liberty Hospital District	0.1352	-	2,265	4,662	7,061	7,273	7,273	7,491
Liberty School District	5.9277	-	99,291	204,380	309,584	318,871	318,871	328,438
Mid Continent Public Library	0.3240	-	5,427	11,171	16,921	17,429	17,429	17,952
Tri-County Mental Health	0.0857	-	1,435	2,955	4,476	4,610	4,610	4,748
City of Liberty, Missouri	0.8905	-	14,916	30,703	46,508	47,903	47,903	49,340
Developmental Disability Board	0.1028	-	1,722	3,544	5,369	5,530	5,530	5,696
Metropolitan Community College	0.2028	-	3,397	6,992	10,592	10,909	10,909	11,237
State of Missouri	0.0300	-	503	1,034	1,567	1,614	1,614	1,662
	7.9218	$ -	$ 132,692	$ 273,134	$ 413,729	$ 426,141	$ 426,141	$ 438,925

Estimated Assessed Value of Improvements		$ 11,078,599	$ 11,410,957	$ 11,410,957	$ 11,753,286	$ 11,753,286	$ 12,105,884	
Taxing Jurisdiction	Tax Rate per $100	2030	2031	2032	2033	2034	2035	Total
Clay County	0.0250	$ 1,385	$ 1,427	$ 1,427	$ 1,470	$ 1,470	$ 1,514	$ 15,353
Clay County Road and Bridge	0.0697	3,862	3,978	3,978	4,097	4,097	4,220	42,803
Clay County Senior Services	0.0427	2,366	2,437	2,437	2,510	2,510	2,585	26,222
Clay County Health Center	0.0857	4,748	4,891	4,891	5,038	5,038	5,189	52,629
Liberty Hospital District	0.1352	7,491	7,716	7,716	7,947	7,947	8,186	83,027
Liberty School District	5.9277	328,438	338,291	338,291	348,439	348,439	358,893	3,640,225
Mid Continent Public Library	0.3240	17,952	18,491	18,491	19,045	19,045	19,617	198,970
Tri-County Mental Health	0.0857	4,748	4,891	4,891	5,038	5,038	5,189	52,629
City of Liberty, Missouri	0.8905	49,340	50,820	50,820	52,345	52,345	53,915	546,860
Developmental Disability Board	0.1028	5,696	5,867	5,867	6,043	6,043	6,224	63,130
Metropolitan Community College	0.2028	11,237	11,574	11,574	11,921	11,921	12,279	124,540
State of Missouri	0.0300	1,662	1,712	1,712	1,763	1,763	1,816	18,423
	7.9218	$ 438,925	$ 452,093	$ 452,093	$ 465,656	$ 465,656	$ 479,625	$ 4,864,810

CITY COUNCIL ACTION REPORT

Meeting Date: March 27, 2023
A/R No.: 2023-406

Department: Human Resources & Risk Management

Submitted By: Amy Blake, Director HR & Risk Management

Subject: ORDINANCE APPROVING MISSOURI EMPLOYER'S MUTUAL AS THE CITY OF LIBERTY'S WORKER'S COMPENSATION CARRIER

Summary:
For the 2022-2023 plan year, the City's current worker's compensation provider Missouri Rural Services (MRS) worker's compensation costs were $870,271.00. For the 2023-2024 renewal, MRS came in at $700,566.00. The 2023-2024 MRS renewal amount was still higher than Missouri Employer's Mutual (MEM), whose bid came in at $667,480.00. On an ongoing basis, contracting with MEM will represent savings across all City budget funds totalling $30,086.00 when compared to our current premium through MRS.

Based on MRS having a different plan year than the City's fiscal year, MEM will scale the premium for April 1, 2023 to December 31, 2023 to $504,811.00 to allow our worker's compensation coverage to align with our fiscal year. Renewal with MEM will take place January 1, 2024 with estimated costs near the original bid amount of $667,480.00, dependent upon experience rating and mod (the rates the State assigns to each position).

Background:
City Management believes it is our fiduciary responsibility to work with our broker, CBIZ, to seek alternative carriers for our worker's compensation coverage every three years. The goal is to continue to find ways to lower premium costs while still providing quality customer service to employees who utilize the worker's compensation benefit.

Many entities throughout Missouri use MEM for this coverage and MEM is highly recommended by our broker.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

Budgeted: T	Line Item:	Amount:

he cost of the City's portion of worker's compensation coverage is budgeted by line item per department.	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:
1. Ordinance - Work Comp
2. 23-24 Business Insurance Proposal - City of Liberty Missouri

Document No. _______

ORDINANCE NO. _______

ORDINANCE APPROVING A CONTRACT WITH MISSOURI EMPLOYER'S MUTUAL TO PROVIDE WORKER'S COMPENSATION INSURANCE COVERAGE FOR THE CITY OF LIBERTY

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby accepts and approves Missouri Employer's Mutual to provide worker's compensation insurance for the City of Liberty for the plan year April 2023 through December 2024, a copy of said terms attached as Exhibit A.

SECTION II

The City Council authorizes the Mayor to sign any related documents more fully described in Section I of this ordinance.

SECTION III

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

BUSINESS INSURANCE PROPOSAL

Presented to:

Liberty missouri

City of Liberty
101 E Kansas Street
Kansas City, MO 64112

CBIZ

CBIZ Insurance Services, Inc.

CBIZ Your Team.

NYSE: CBZ

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[1]Inside Public Accounting (IPA) – August 2020 [2]Business Insurance magazine – July/August 2020 [3]Rankings/recognition by unaffiliated rating services/publications should not be construed as a guarantee of a certain level of results if CBIZ Retirement Plan Services (CBIZ Financial Solutions, Inc. or CBIZ Investment Advisory Services, LLC) is engaged, or continues to be engaged, to provide investment advisory services. The "PLANADVISER top 100 Retirement Plan Advisers" list is compiled from responses to the PLANADVISER Retirement Plan Adviser Survey. The list is drawn solely from a set of quantitative variables and information in the survey is supplied by the advisers themselves.

CBIZ SERVICE TEAM

INDIVIDUAL / TITLE	FUNCTIONAL POSITION
TEAM LEADER Tom McGuire Direct Line: 816-945-5293 Cell: 913-307-6048 Fax: 816-897-1127 E-mail: TFMcGuire@CBIZ.com	Your account representative responsible for overall delivery of excellent service.
LEAD ACCOUNT EXECUTIVE Erik Hage, CPCU, ARM Direct Line: 816-841-4005 Cell: 612-251-7129 E-mail: ehage@cbiz.com	Your primary contact and the senior person responsible for coordinating and implementing the activities of the various specialists who will provide for your service needs. This includes the coordination of technical services, program services, claims management and claim reviews.
SENIOR ACCOUNT MANAGER Nate Byarlay, MBA, ARM, AINS Direct Line: 816-945-5514 Fax: 816-897-1222 E-mail: nbyarlay@cbiz.com	Responsible for day-to-day service activities, correspondence, account file maintenance, certificates, invoicing, financial accounting, etc.
ACCOUNT MANAGER Anna Rivas Direct Line: 816-841-2273 E-mail: anna.rivas@CBIZ.com	Responsible for day-to-day service activities, correspondence, account file maintenance, certificates, invoicing, financial accounting, etc.
CBIZ CLAIMS DEPARTMENT Amanda Miller Direct Line: 816-945-5255 Fax: 816-233-5563 E-mail: agmiller@cbiz.com	Responsible for the reporting of claims to carriers. Involved in initial submission of claims and follow-up with insurance company claims personnel.
LOSS CONTROL Jason Walker Cell: 903-449-6968 E-mail: Jason.walker@cbiz.com	Coordinates carrier and in house loss control services.

This is a summary of your insurance coverages. It is designed for your convenience. It does not alter or extend coverage in any way. Please consult your insurance contract for specific policy terms, conditions, or exclusions.

MARKETING EFFORTS

Carrier	Line of Business	Indication
Missouri Rural Services	Workers Compensation	Quoted - $700,566
MEM	Workers Compensation	Quoted - $667,480
Travelers	Workers Compensation	Indication - $800,000+ Subject to on-site loss assessment

FIRST NAMED INSURED

Named Insured & FEIN	Workers Compensation
City of Liberty **446000213**	X

LOCATION SCHEDULE

Loc #	Bldg #	Address	City	State	Zip Code	Notes
1	1	101 E Kansas Street	Kansas City	MO	64112	

WORKERS COMPENSATION

Company:	Missouri Employers Mutual Insurance Company
A.M. Best Rating	A-; IX
Policy Period:	April 01, 2023 – April 01, 2024

Coverage A: Workers Compensation - Statutory Limits Apply MO

Coverage B: Employers Liability:

Coverage	Limits
Bodily Injury - Each Accident	$1,000,000
Bodily Injury by Disease - Policy Limit	$1,000,000
Bodily Injury by Disease - Each Employee	$1,000,000

Coverage C: Other States Insurance applies to the states, if any listed: If Any

Scheduled States:
MO

Experience Modification – Final/Tentative:
2023 – 1.00
2022 – 1.00
2021 – 1.00

Officers Included:

Officers Excluded:

Premium Audit
This policy will be audited at end of the term. The final premium will be based on your actual exposure subject to the policy minimum premium.

Payments to sub-contractors will be included in your audited payroll unless you obtain a valid certificate of insurance from the sub-contractor indicating they have workers compensation insurance. If the sub-contractor is a sole proprietor or LLC (Limited Liability Company), the certificate must state that the owners are covered by the workers compensation to be excluded from the audit.

WORKERS COMPENSATION, CONTINUED

Rating Basis:

State	Class Code	Description	2022/2023 Payroll	2022/2023 Rates	2023/2024 Payroll	2023/2024 Rates
MO	7580	Sewage Disposal Plant Operation & Drivers	$137,492	$4.35	$478,886	$3.60
MO	7710	Firefighters & Drivers	$3,280,977	$8.08	$4,986,984	$6.68
MO	7720	Police Officers & Drivers	$2,892,383	$5.04	$3,460,935	$4.85
MO	8601	Architectural Or Engineering Firm	$257,776	$0.44	$567,405	$0.34
MO	8810	Clerical Office Employees NOC	$4,433,207	$0.22	$5,300,065	$0.18
MO	8820	Attorney-All Employees & Clerical, Messengers,	$40,170	$0.20	$42,109	$0.15
MO	8831	Hospital-Veterinary & Drivers	$108,260	$1.98	$235,586	$1.59
MO	9015	Building Or Property Management-All Other	$396,981	$5.25	$282,319	$4.27
MO	9061	Club-NOC & Clerical	$100,335	$2.19	$33,124	$1.68
MO	9063	YMCA, YWCA, YMHA, Or YWHA, Institution	$338,318	$1.36	$975,000	$1.07
MO	9102	Lawn Maintenance-Commercial Or Domestic & Drivers	$437,948	$4.71	$676,804	$3.78
MO	9154	Theater NOC All Other Employees	$110,106	$2.85	$106,378	$2.36
MO	9410	Municipal, Township, County, Or State Employee	$240,281	$5.21	$555,244	$4.40
MO	5506	Street or Road Construction: Paving or Repaving	$470,629	$8.60	$587,164	$6.56
MO	6306	Sewer Construction – All Operations & Drivers	$218,493	$8.42	-	-

State	Class Code	Description	2022/2023 Payroll	2022/2023 Rates	2023/2024 Payroll	2023/2024 Rates
MO	9402	Street Cleaning & Driver	$303,099	$7.98	-	-
MO	9083	Restaurant: Fast Food	$44,201	$1.84	-	-
MO	8869	Child Care Center – All Employees	$29,508	$1.66	-	-
MO	8017	Store: Retail NOC	$29,928	$2.31	-	-
MO	8391	Auto Repair Shop & Parts Dept Employees & Driver	$88,399	$3.75	-	-
MO	8868	College: Professional Employees & Clerical	$159,787	$0.76	-	-
MO	6319	Gas Main or Connection Construction & Drivers	$333,333	$6.22	-	-
MO	7380	Drivers Chauffeurs Messengers & Their Helpers NOC	$51,300	$9.30	$62,808	$8.09
MO	7520	Waterworks Operation & Drivers	$592,245	$4.80	$1,492,685	$3.68

PREMIUM SUMMARY

Coverage	2021/2022 Audited Premium	2022/2023 Estimated Premium	2023/2024 Estimated Premium
Workers Compensation	$908,886	$870,271	$667,480
Total Premium	**$908,886**	**$870,271**	**$667,480**

Coverage Options:

- Short-term quote (4/1/2023-1/1/2024) - $504,811

PAYMENT PLANS & TERMS

Payment of Premiums:

If your policies are billed by CBIZ and not directly from the carrier, payment is due the later of the effective date or 30 days after the invoice date.

For certain policies, normal credit terms are not available and payment must be received **before** the insurance carrier will issue your policy. Your Service Team will inform you of such exceptions.

COMPENSATION DISCLOSURE

The purpose of this disclosure is to explain to you how we are compensated for our work.

Compensation Disclosure – Commission Only Basis

For the placement and service of your insurance program, CBIZ will receive commission-based compensation from selected insurance companies and/or wholesale intermediaries.

CBIZ Insurance Services has been and will continue to be committed to acting in our client's best interest by providing services and products that meet our clients' needs as communicated to CBIZ. From time to time, CBIZ may participate in agreements with one or more insurance companies or third party vendors, in connection with the insurance related transactions, to receive additional compensation or consideration. These compensation arrangements are provided to CBIZ as a result of the performance and expertise by which products and services are provided to the client and may result in enhancing CBIZ's ability to access certain markets and services on behalf of CBIZ clients. More information regarding these agreements and the consideration received pursuant to these agreements is available upon written request.

A.M. BEST COMPANY RATING INFORMATION

Each year the A.M. Best Company reviews the financial status of thousands of insurers, culminating the assignment of Best's ratings. These ratings reflect their current opinion of the relative financial strength and operating performance of an insurance company in comparison to the norms of the property/casualty insurance industry. Ratings are assigned after extensive analysis measuring the performance of each company is such vital areas as: Competency of Underwriting, Control of Expenses, Adequacy of Reserves, Soundness of Investments, and Capital Sufficiency.

Rating Guide:

A++, A+ (Superior)	A & A- (Excellent)	B++, B+ (Good)
B, B- (Fair)	C++, C+ (Marginal)	C, C- (Weak)
D (Poor)	E (Under Regulatory Supervision)	F (In Liquidation)

Financial Size Category: (In $000 of Reported Policyholders' Surplus Conditional Reserve Funds)

I	Less than 1,000	VIII	100,000 to 250,000
II	1,000 to 2,000	IX	250,000 to 500,000
III	2,000 to 5,000	X	500,000 to 750,000
IV	5,000 to 10,000	XI	750,000 to 1,000,000
V	10,000 to 25,000	XII	1,000,000 to 1,250,000
VI	25,000 to 50,000	XIII	1,250,000 to 1,500,000
VII	50,000 to 100,000	XIV	1,500,000 to 2,000,000
		XV	2,000,000 or greater

TERRORISM NOTICE

On January 12, 2015, the President signed into law the Terrorism Risk Insurance Program Reauthorization Act of 2015.
This Act amends the Terrorism Risk Insurance Act of 2002 (TRIA) to extend the Terrorism Insurance Program through December 31, 2020, with modifications.

Modifications include:

a. A change in the federal share of payments beginning on January 1, 2016, for acts of terrorism, to be reduced annually to 80% of insured losses.
b. Specifies the aggregate industry insured losses resulting from certified acts of terror will, beginning calendar years 2015-2019, trigger the federal share of compensation under the Program as: (1) $100 million for 2015; (2) $120 million for 2016; (3) $140 million for 2017; (4) $160 million for 2018, (5) $180 million for 2019; and (6) $200 million for 2020 and thereafter.
c. Revises requirements for mandatory recoupment from insurers and the formula used to determine the insurance marketplace aggregate retention amount.
d. Redefines "an act of terrorism" as one that is certified as such by the Secretary of the Treasury in consultation with the Secretary of Homeland Security (previously, in concurrence with the Secretary of State).

We encourage you to visit GovTrack.us for a detailed summary of the reauthorization act.
https://www.congress.gov/116/plaws/publ94/PLAW-116publ94.pdf
https://content.naic.org/cipr_topics/topic_terrorism_risk_insurance_act_tria.htm

IMPORTANT ISSUES – PLEASE READ

The property and liability limits that we illustrate in this proposal are options only. We can provide additional alternative limit options if you request. The selection of limits is solely your decision.

Our relationship with you is based on trust and we do our best to make no representation that would mislead anyone about any aspect of the products or services we offer. We value your trust. Therefore, we will continue to do all that we can to fully represent you in the insurance market place.

Loss Control

Loss control is a daily responsibility of your management. Our visits are not a substitute for your own loss control program. Recommendations are developed from conditions observed at the time of our visit. They do not include every possible loss potential, code violation, or exception to good practice.

Our inspections, reports and recommendations are provided to assist in your efforts to establish and maintain a safe workplace and do not warrant workplace safety or compliance with applicable laws, regulations or standards. Our observations and suggestions are not a substitute for legal advice. You are encouraged to seek appropriate legal counsel when implementing a program or process to maintain a comprehensive workplace safety program.

FEMA Flood Zone

If Flood coverage is included in this proposal it is based on information regarding the FEMA Flood zone determination for your property that is currently available to the proposed insurance carrier. Such determinations are subject to change at any time and CBIZ cannot be held responsible for any changes in the flood zone determination reflected herein subsequent to the date of this proposal.

Consider buying flood and earthquake coverage. Neither flood loss nor earthquake loss are covered under standard property policies. All of us have exposure to floods, sewer backup and earthquakes.

State Assessments and Surcharges

Your policy may be subject to state assessments and surcharges that may alter your base premium. Although we routinely try to gather this information in the quotation process, it is not always available.

Claim Reporting Requirements

Changing market conditions have had an adverse effect on many carriers' claim reporting terms and conditions. Many policy forms now include verbiage that severely restricts or negates coverage should a carrier not be immediately notified of a claim or potential claim. Refer to your policies for a more complete explanation of your carrier's reporting requirements.

Confidentiality

We will treat information you provide us in the course of our professional relationship as confidential and will use it only in performing services for you. We may share this information with third parties as may be required to provide services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. Records you provide us will remain your property and will be returned to you upon request. You will treat any information we provide to you, including data, recommendations, proposals or reports as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all of our propriety computer programs, systems, methods and procedures and to all files developed by us.

IMPORTANT ISSUES, CONTINUED

Payment of Premiums

If your policies are billed by CBIZ and not directly from the insurance carrier, payment is due the later of the effective date or 30 days after the invoice date.

Premium Financing

You may choose to use a premium finance company in connection with the insurance coverages we place for you or the services we provide to you. Premium finance options are not always available. Where permitted by law, we may receive a fee for the administrative services we provide those companies. These services include processing the premium finance applications and marketing and sales support they do not have.

Vacancy Restrictions

Most property insurance policies restrict coverage on buildings that have been vacant beyond a specified period of time (usually 30 or 60 days). For example, a standard commercial property policy does not cover losses arising from vandalism, sprinkler leakage (unless the system has been protected from freezing), building glass breakage, theft, or attempted theft if the building where the loss occurs has been vacant for more than 60 consecutive days before the loss. Recovery for other insured losses is reduced by 15 percent under the same circumstances. It is also important to be aware of the policy's definition of "vacancy." Under a standard commercial property policy, if the insured is a building owner or general lessee, a building is considered vacant unless at least 31 percent of its total square footage is used by the building owner, a lessee, or a sub lessee to conduct their customary operations. If the insured is a tenant, the vacancy provision applies only to the space leased to the insured, and this space is considered vacant when it does not have enough contents for the insured to carry on normal business operations.

Exposure Changes

In evaluating your exposures to loss, we are dependent upon information provided by you. You ultimately choose the values elected. If there are any areas that need to be evaluated prior to binding coverage, or should any of your exposures change after coverage is bound, such as the beginning of new operations, hiring employees in new states, buying additional property, autos, equipment, etc., please let us know so coverage can be discussed. While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

In order to ensure that your important changes are properly communicated, the binding or altering of coverage must be confirmed in writing by agency personnel.

The changes in exposure that have an impact on your insurance program include, but are not limited to, those listed below:

1. Changes to any operation such as expansion to other state, new products, etc.
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements
4. Circumstances which may require an increase in liability insurance limits
5. Any changes to fire or theft protection, such as installation or disconnection of sprinkler system, burglar alarms, etc. This includes alterations to same.
6. Any changes to scheduled equipment such as contractors' equipment, computer equipment, etc.
7. Property, of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises purchased, constructed, or occupied.
9. Any new exposures or plans for foreign travel or operations

Please notify us throughout the year of changes to your business that may affect your exposure to risk. Failure to do so may result in uncovered losses.

ORDER TO BIND

Please bind the coverage

______ As set forth in the quotes recommended by CBIZ Insurance Services, Inc.

Or

______ As follows:

(Insert complete instructions for binding including carrier, limits, options, etc)

City of Liberty

Signature: ______________________

Name: ______________________

Title: ______________________

Date: ______________________

CITY COUNCIL
ACTION REPORT

Meeting Date: March 27, 2023
A/R No.: 2023-457

Department: Administration

Submitted By: Brandon Smith, Economic & Business Development Manager

Subject: ORDINANCE APPROPRIATING $2,500,000 FOR THE DESIGN AND CONSTRUCTION OF AN EXTENSION OF PUBLIC SANITARY SEWER INTERCEPTOR AND AUTHORIZING A CONTRCT WITH PROMINENCE HOLDINGS, LLC, FOR CONSTRUCTION OF SAID SEWER INTECEPTOR

Summary:

- The project is located on 62 acres at the Northeast corner of South Liberty Parkway and Plummer Road.
- The proposed sanitary sewer interceptor extension of 4,400 linear feet (a public infrastructure improvement) will create an opportunity for future economic development projects on almost 300 additional acres along South Liberty Parkway.
- The extension is an investment that will create hundreds of millions of dollars in future residential and commercial development that encompasses a mile-long segment of South Liberty Parkway generally from Plummer Road to South Withers Road.
- All necessary easements have been secured from multiple property owners to facilitate the construction of the proposed sanitary sewer extension by the developer.
- The $2,500,000.00 will be appropriated from the Wastewater Fund with $1,000,000.00 to be reimbursed to the Wastewater Fund at the completion of the project, by the Economic Development Sales Tax Fund, dependent upon an Economic Development Sales Tax Fund minimum fund balance of $1,500,000.00.

Background:

- The Economic Development Sales Tax was approved by the voters on 11/4/2014.
- The project was presented to the Economic Development Sales Tax Committee for their review and recommendation on 3/23/2023.
- The intent of the Economic Development Sales Tax was for the development of South Liberty Parkway and for Downtown reconstruction projects.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:

	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
X	Other: Economic Development Sales Tax Committee	Completed/Recommended: 3/23/2023

Financial Considerations:

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

Attachments:

1. Ordinance for Public Sanitary Sewer

Document No._______________

ORDINANCE NO. ___________

ORDINANCE APPROPRIATING $2,500,000 FOR THE DESIGN AND CONSTRUCTION OF AN EXTENSION OF PUBLIC SANITARY SEWER INTERCEPTOR AND AUTHORIZING A CONTRCT WITH PROMINENCE HOLDINGS, LLC, FOR CONSTRUCTION OF SAID SEWER INTECEPTOR

WHEREAS, the Economic Development Sales Tax was approved by voters on November 4, 2014; and

WHEREAS, the extension of an approximately 4,400 linear feet of sanitary sewer interceptor has been contemplated and is within the purpose of the Economic Development Sales Tax; and

WHEREAS, the extension will benefit multiple properties and support future residential, commercial and industrial along South Liberty Parkway generally between Plummer Road and South Withers Road;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LIBERTY, MISSOURI, AS FOLLOWS:

SECTION I

The City Council hereby appropriates $2,500,000 from the Wastewater Fund with $1,000,000 being reimbursed at the completion of the project by the Economic Development Sales Tax Fund dependent upon an Economic Development Sales Tax Fund minimum fund balance of $1,500,000, for the design and construction of an extension of public sanitary sewer interceptor near South Liberty Parkway.

SECTION II

The City Council hereby authorizes the Mayor to sign a contract with Prominence Holdings, LLC, in a total amount up to $1,000,000 from the Economic Development Sales Tax Fund to fund the improvements described in Section I of this Ordinance.

SECTION III

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

PASSED by the City Council this _____day of ____________________,2023.

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

APPROVED by the Mayor this _________day of _________________,2023.

____
MAYOR

CITY COUNCIL
ACTION REPORT
Meeting Date: March 27, 2023
A/R No.: 2023-384

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: ORDINANCE APPROVING A FIVE-YEAR AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS WITH CRAWFORD, MURPHY & TILLY, INC. (CMT)

Summary:

- This agreement allows for the City of Liberty Public Works Department to request Professional Engineering Services from Crawford, Murphy & Tilly Inc. (CMT) as part of an On-Call Contract for 5 years.
- This agreement does not obligate any City of Liberty funds.

Background:
The City of Liberty Public Works Department has developed an On-Call Engineering Contract with Crawford, Murphy & Tilly Inc. (CMT). The intent of the contract is to allow Liberty Public Works to seek Professional Engineering Services from CMT on an as-needed basis. An On-Call Contract does not obligate Liberty Public Works to select CMT for any work. However, an On-Call Contract makes it much easier for the City of Liberty to initiate work on small projects and projects that have very short timeframes.

CMT was selected for an On-Call Contract after they participated in a Request for Qualifications (RFQ) process for a City of Liberty Project.

The attached On-Call Contract will allow Public Works to select CMT for storm water and traffic; storm water engineering including drainage analysis, drainage design and/or review, and storm water quality analysis; water system engineering including distribution design, review and assessment; sanitary sewer engineering including collection system design, review and assessment; right of way appraisal and negotiations; bridge engineering including inspection, design and maintenance & repair plan/design; transportation engineering including roadway design, traffic analysis, traffic study review, traffic signal design & timing; and utility coordination. The contract is valid for 5 years from the date of City Council acceptance.

Prior to the issuance of work, the On-Call Contract requires that an individual Task Order, defining the Scope of Work and fees associated, be issued. Individual Task Orders are required to be approved by Council as amendments to this On-Call contract.

This On-Call Contract has been reviewed and found to be suitable for issuance by both Public Works Engineering Staff and City Legal Counsel.

City Staff recommends the acceptance of this Ordinance establishing an On-Call Contract with Crawford, Murphy & Tilly Inc. (CMT)

Previous Action (if applicable):
NA

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:
1. ORD - On Call CMT 2023-384
2. Liberty On Call Service Agreement_CMT Signed

Document No. _________

ORDINANCE NO. ________

ORDINANCE APPROVING A FIVE-YEAR AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS WITH CRAWFORD, MURPHY & TILLY, INC. (CMT)

WHEREAS, Task Orders have been established as the mechanism to reflect services performed under this On-Call Professional Engineering Services Agreement; and

WHEREAS, such future Task Orders will be approved by Ordinance, amending this Ordinance that approves the Agreement;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an Agreement for On-Call Professional Engineering Services by and between the City of Liberty and Crawford, Murphy & Tilly, Inc. (CMT) for use by the Public Works Department for a duration of five (5) years from the date of this Ordinance, 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

AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES
LIBERTY, MISSOURI

THIS IS AN AGREEMENT made as of ________________, 2023 between Mayor, City Council, and the Citizens of the City of Liberty, Missouri, a municipal corporation (OWNER) and Crawford, Murphy & Tilly, Inc. (ENGINEER) for On-Call Professional Engineering Services.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of on-call professional engineering services by ENGINEER with respect to Projects and the payment for those services by OWNER as set forth below. This Agreement will become effective on the date first above written.

Notwithstanding the foregoing, this Agreement shall not become effective, nor shall ENGINEER proceed with the performance of any services hereunder until the City Council of Owner has duly approved this Agreement by Ordinance adopted as provided by law.

ENGINEER represents and warrants that ENGINEER is registered as a professional engineer and authorized to otherwise do business in accordance with the laws of the State of Missouri.

SECTION 1 GENERAL

1.1. Standard of Care.

On-Call ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all projects to which this Agreement applies as herein-after provided. ENGINEER may employ such ENGINEER's Consultants as OWNER approves in advance in writing to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

1.2 Coordination with Other Documents.

It is the intention of the parties that the Standard General Conditions will be used as the General Conditions for projects and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

1.3. Definitions

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.3.1. Agreement. Agreement means this Contract for On-Call Professional Engineering Services between OWNER and ENGINEER including those exhibits listed in Section 7 of this Agreement.

1.3.2. Services. Services means the on-call services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.3.3. Contractor. Contractor means the person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

1.3.4. ENGINEER's Consultant. ENGINEER's Consultant means a person or entity having a contract with ENGINEER to perform Services as the on-call ENGINEER's independent professional associate or consultant engaged directly for a Project that is licensed to provide such services within the State of Missouri.

1.3.5. Standard General Conditions. Standard General Conditions mean the OWNER'S Standard General Conditions of the Construction Contract commonly supplemented and amended by OWNER'S typical Supplementary Conditions.

1.3.6. Task Order. Contract for services that provides for the issuance of orders for the performance of tasks during the period of the Agreement.

1.4 Agreement Period (Sunset Clause)

This agreement shall immediately expire five (5) years from the date of this agreement, which has been established as ________________, 2023.

Task Orders which are still in progress at the time of expiration shall proceed under the authority of this agreement until such time as they are completed.

SECTION 2 ON-CALL PROFESSIONAL SERVICES OF ENGINEER

2.1. Services of Engineer.

The engineering consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

ENGINEER shall perform engineering master-planning including storm water and traffic; storm water engineering including drainage analysis, drainage design and/or review, and storm water quality analysis; water system engineering including distribution design, review and assessment; sanitary sewer engineering including collection system design, review and assessment; right of way appraisal and negotiations; bridge engineering including inspection, design and maintenance & repair plan/design;

transportation engineering including roadway design, traffic analysis, traffic study review, traffic signal design & timing; and utility coordination.

2.1.1. ENGINEER shall be prepared to provide the services in a timely and comprehensive manner.

2.1.2. ENGINEER shall sign and seal all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by ENGINEER. All ENGINEER's subconsultants as appropriate shall sign and seal their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

2.1.3. ENGINEER shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by ENGINEER.

2.1.4. The City reserves the right to utilize any combination of Engineers in a nonexclusive and cooperative/collaborative basis as needed to complete engineering services for particular assignments.

SECTION 3 OWNER'S RESPONSIBILITIES

3.1. Owner's Responsibilities

Except as otherwise provided each Task Order, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

3.1.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for Projects.

3.1.2. Provide all criteria and full information as to OWNER's requirements for Projects, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all available design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.1.3. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to Projects including previous reports and any other data relative to design or construction of projects.

3.1.4. ENGINEER may not rely upon or make any claim against OWNER with respect to the following:

> 3.1.4.1. The completeness of such reports and drawings for ENGINEER'S purposes, including, but not limited to, any aspects of the means, methods,

techniques, sequences and procedures to be employed by ENGINEER and safety programs incident thereto, or

3.1.4.2. Data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

3.1.4.3. Any ENGINEER interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

3.1.5. Arrange for access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under this Agreement.

3.1.6. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

3.6. Provide, as may be required for Projects:

3.6.1. accounting, bond and financial advisory, and insurance counseling services;

3.6.2. such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to Projects, including any that may be raised by Contractor; and

3.6.3. such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

3.7. Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

3.7.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work.

3.8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other Project related meetings and Substantial Completion and final payment inspections.

3.9. Give prompt notice in writing or by electronic means that are permanently preserved to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.

3.10. Provide ENGINEER with a fully executed City Ordinance awarding the Agreement to the ENGINEER.

SECTION 4 TIMES FOR RENDERING SERVICES

4.1. Task Orders

4.1.1. Task Orders shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Orders shall be in the general form shown in Exhibit A, attached hereto. Each Task Order shall govern the parties' rights and obligations with respect to each assignment. Each Task Order shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Order shall be incorporated into this Agreement.

4.1.2. Each Task Order shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council approval, and according to the most current policy as stated in the City of Liberty's Code of Ordinances.

4.1.3. City shall have the right to inspect and review the work being done and to consult with ENGINEER at any reasonable time. Conferences will be held at the request of City or ENGINEER.

4.1.4. If it is determined to be in the best interest of the work, ENGINEER shall replace the project manager or any other employee of the ENGINEER, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.

4.5. ENGINEER shall notify the City if ENGINEER encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Order.

SECTION 5 PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. The maximum amount that the City shall pay the ENGINEER under this Agreement shall be in accordance with the terms of each Task Order. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Order using the Schedule of Hourly Rates and Expenses attached hereto in Exhibit B.

5.1.2. A schedule of expenses and position classifications and the salary range for each expense and position of the ENGINEER, including the approved subcontractors of the ENGINEER is included as part of Exhibit B. ENGINEER and the ENGINEER's approved subcontractors may negotiate to revise their Schedule of Hourly Rates and Expenses annually. The ENGINEER will submit the revised Schedule of Hourly Rates and Expenses to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the services performed under any subsequent Task Order on January 1st of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Orders. In the event the revised Schedule of Hourly Rates and Expenses is not approved, ENGINEER and City shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Orders during negotiations.

5.1.3. Actual reasonable expenses incurred by the ENGINEER directly related to the ENGINEER’s performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:

- Printing, Plotting, Copying, Mailings (actual costs)
- Newspaper Advertising (actual costs)
- Mileage (current IRS rate per mile)
- Geotechnical Services (actual costs)
- Rental of Special Equipment

5.1.4. City is not liable for any obligation incurred by the ENGINEER except as approved under the provisions of this Agreement.

5.1.5. Project-related federal, state and local permit costs will be paid for directly by the City.

5.2. Other Provisions Concerning Payments.

5.2.1. Preparation of Invoices. Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Services in each invoice will be calculated on the basis set forth in Exhibit B and attributable to each Task Order. In addition, a cover letter with a brief statement describing the work performed under each invoice shall accompany each invoice. Invoices are due and payable on receipt.

5.2.2. Unpaid Invoices. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested together with such sums as may be necessary to correct defective work and pay liquidated damages (if applicable) may be withheld from payment, and the undisputed portion will be paid.

5.2.3. Payments Upon Termination.

5.2.3.1. Termination by OWNER for Cause. In the event of termination by OWNER for cause under paragraph 6.1.1:

5.2.3.1. For any effective Task Orders, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER through the date of termination on the basis specified in Exhibit B. ENGINEER also will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination.

5.2.3.2. Termination by OWNER for Convenience. In the event of termination by OWNER under paragraph 6.1.2.:

5.2.3.2.1. Upon the completion of any Services associated with a Task Order, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants will constitute total payment for such services. ENGINEER also will be paid for termination expenses under subparagraph 5.2.3.2.3 below.

5.2.3.2.2. In the event of termination by OWNER for convenience during or at completion of any Services, OWNER shall pay ENGINEER's reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of Services measured from the date of termination. Notwithstanding any other provision of this agreement, under no circumstances shall ENGINEER be paid on the basis of anticipated profits in the event of termination for any reason, including but not limited to termination for default which was later determined to be unjustified.

5.2.3.3. Termination By ENGINEER for Cause. In the event of termination by ENGINEER for cause under paragraph 6.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 5.2.3.2.

5.2.4. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices.

SECTION 6 GENERAL CONSIDERATIONS

6.1. Dispute Resolution.

6.1.1. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.

6.1.2. If the Parties fail to resolve a dispute through negotiation under Section 6.1.1., then either or both may invoke in the procedures of Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.

6.1.3. Mediation Provision: OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and ENGINEER agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) Either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.2. Termination.

The obligation to provide further services under this Agreement may be terminated:

6.2.1. For cause,

6.2.1.1. by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof and failure to cure within a specified reasonable cure period set forth in an initial notice of default, conditioned upon no fault of the terminating party.

6.2.1.2. by ENGINEER:

6.2.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

6.2.2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

6.3. Ownership of Instruments of Service

The OWNER acknowledges the ENGINEER's construction documents, including electronic files, as the work papers of the ENGINEER and the ENGINEER's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the ENGINEER, the OWNER shall receive ownership of the final construction documents prepared under this Agreement. The OWNER shall not reuse or make any modification to the construction documents without the prior written authorization of the ENGINEER. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants (collectively, ENGINEER) against any damages, liabilities or costs, including reasonable lawyers' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ENGINEER.

Under no circumstances shall the transfer of ownership of the ENGINEER's drawings, specifications, electronic files, or other instruments of service be deemed a sale by the ENGINEER, and the ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the ENGINEER's copyrights in any of the foregoing, full ownership of which shall remain with the ENGINEER, absent the ENGINEER's express prior written consent.

6.4. Insurance.

6.4.1. ENGINEER shall procure and maintain professional liability insurance to protect the ENGINEER against the negligent acts, errors or omissions of the ENGINEER and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement. The ENGINEER's insurance coverage shall not be for less than $2,000,000, each claim and in the annual aggregate.

6.4.2. ENGINEER shall also procure and maintain the following insurance.

> 6.4.2.1. General Liability Insurance, with a combined single limit of $2,000,000 per occurrence and $2,000,000 annual aggregate.
>
> 6.4.2.2. Automobile Liability Insurance, with a combined single limit of $2,000,000 for each person and $2,000,000 for each accident.
>
> 6.4.2.3. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of $500,000 for each occurrence.

6.5. Controlling Law.

This Agreement is to be governed by the law of the State of Missouri.

6.6. Successors and Assigns.

6.6.1. OWNER and ENGINEER each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.6.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 this Agreement.

6.6.3. Unless expressly provided otherwise in this Agreement:

> 6.6.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
>
> 6.6.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in any Contract Documents.

6.7. Allocation of Risks--Indemnification.

6.7.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and 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) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.8. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested or by a nationally recognized overnight courier service, provided, however, that in the case of OWNER, a copy of such notice must also be mailed by first class mail to GEORGE E. KAPKE, KAPKE & WILLERTH, L.L.C, 3304 NE Ralph Powell Road, Lee's Summit, Missouri 64064. All notices shall be effective on the date of receipt, if given personally, and on the third day following placing of such notice in the U.S. Mail or the delivery of such notice to a nationally recognized overnight courier service.

6.9. Survival.

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

6.10. Severability.

Any provision or part of the Agreement 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 ENGINEER, who agree that the Agreement 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.

6.11. Attorney's Fees.

Should any litigation be commenced between the parties hereto concerning the subject of this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

6.12. Audit

6.12.1. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.

6.12.2. ENGINEER shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.

6.12.3. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made. Said documents shall be available for review at ENGINEER's offices during normal business hours.

6.13. Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than $5,000.00, ENGINEER shall enroll in or be enrolled in a Federal Work Authorization Program. ENGINEER shall deliver to the OWNER an Affidavit of Enrollment in a Federal Work Authorization Program, Exhibit C, stating the ENGINEER is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and ENGINEER does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

SECTION 7 EXHIBITS AND SPECIAL PROVISIONS

7.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

7.1.1. Exhibit A, "Sample Task Order", consisting of 1 pages.

7.1.2. Exhibit B, "Schedule of Hourly Rates", consisting of 1 pages.

7.1.3. Exhibit C, “Affidavit of Enrollment in Federal Authorization Program”

7.1.4. Exhibit D, Certificate of Insurance Form

7.2. This Agreement and the Exhibits identified above constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER

City of Liberty, Missouri

By: ______________________________
Lyndell Brenton, Mayor

Attest: ______________________________
Deputy City Clerk

Address for giving notices
Public Works Director
101 E. Kansas
Liberty, Missouri, 64068

ENGINEER

Crawford, Murphy & Tilly, Inc.

By: ______________________________
Steve Prange, Vice President

Attest: ______________________________

Address for giving notices
1631 W Elfindale Street
Springfield, MO 65807

Task Order

Task Order No. XX, consisting of XX pages.

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

1. **Specific Project Data**
   a. Title: ________________________
   b. Description: __________________

2. **Services of Engineer**
   Engineer shall have those responsibilities set forth in Exhibit A.

3. **Owner's Responsibilities**
   Owner shall have those responsibilities set forth in Exhibit B.

4. **Times for Rendering Services**

5. **Payments to Engineer**
   a. Owner shall pay Engineer for services rendered as follows:

   b. The terms of payment are set forth in Section 5 of the Agreement and in Exhibit X.
   c. Reimbursable Expenses: Includes fees charged by outside entities having review authority over the project, govern agency fees, and advertising fees. See Exhibit X "Reimbursable Expenses Schedule".

6. **Consultant (s) (including subs):**

7. **Other Modifications to Agreement:**

8. **Attachments:**

9. **Documents Incorporated by Reference:** Agreement for On-Call Professional Engineering Services dated __________. This includes all Attachments to that Agreement (Attachment A – Attachment X inclusive).

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

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

The Effective Date of the Task Order is ______________,_____.

OWNER:	ENGINEER
By: City of Liberty	______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
	Engineer License or Firm's Certificate No. ______________ State of: ______________
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Address: ______________________	Address: ______________________
E-Mail Address: ______________________	E-Mail Address: ______________________
Phone: ______________________	Phone: ______________________
Fax: ______________________	Fax: ______________________

Exhibit B

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2023

Classification	Regular Rate
Principal	$ 275
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II Project Structural Engineer II	$ 265
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	$ 230
Sr. Structural Engineer II	$ 215
Sr. Technician II	$ 190
Aerial Mapping Specialist	$ 185
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	$ 185
Technical Manager II Environmental Scientist III	$ 170
Sr. Technician I	$ 165
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	$ 165
Environmental Scientist II Technician II	$ 140
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	$ 120
Administrative/Accounting Assistant	$ 80

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2024.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

11/3/2022

Exhibit C

FEDERAL WORK AUTHORIZATION

STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

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 ________________

KRISTINE M. ALLEN, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Kristine M Allen and I am currently the Director of

Human Resources of _Crawford, Murphy & Tilly, Inc. hereinafter "Contractor"), whose

business address is 2750 W Washington, Springfield, IL 62702 and I am authorized to make this

Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. 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, MO for roadway engineering on-call services as described in this contract.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. 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.

Further, Affiant saith not.

Kristine M. Allen

(SIGNATURE)

Kristine M. Allen, Affiant

Subscribed and sworn to before me this 19th day of JANUARY, 2023

JENNIFER L. SALLS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: March 26, 2023
Commission Number: 15390729

Jennifer L Salls
Notary Public State of Missouri

My Commission Expires: 3/26/2023
Commissioned in JEFFERSON County
Commission #: 15390729

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, and the Department of Homeland Security – Verification Division.

Company ID Number: 181553

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 Crawford, Murphy & Tilly, 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.

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 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

(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

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.

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

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

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

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

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, 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.

Company ID Number: 181553

Approved by:

Employer	
Crawford, Murphy & Tilly, Inc.	
Name (Please Type or Print) Susan J Trello	Title
Signature Electronically Signed	Date 01/16/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/16/2009

Company ID Number: 181553

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Crawford, Murphy & Tilly, Inc.
Company Facility Address	2750 West Washington Street Springfield, IL 62702
Company Alternate Address	
County or Parish	SANGAMON
Employer Identification Number	370844662
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	26 site(s)

Company ID Number: 181553

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

CO	1
FL	3
GA	1
IL	8
IN	3
KY	1
MO	4
OH	4
TN	1

Company ID Number: 181553

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Tom W Roy
Phone Number	2175721035
Fax	2177874183
Email	troy@cmtengr.com

Name	Kristine M Allen
Phone Number	2175721129
Fax	2177874183
Email	kallen@cmtengr.com

This list represents the first 20 Program Administrators listed for this company.

Exhibit D

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-527-9049	CONTACT NAME: Audrey McNeill	
Holmes Murphy & Associates - IL 6035 N. Knoxville Suite 103A Peoria, IL 61614	PHONE (A/C, No, Ext): 309-282-3907	FAX (A/C, No): 866-501-3945
	E-MAIL ADDRESS: amcneill@holmesmurphy.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : EMPLOYERS MUT CAS CO	21415
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield, IL 62702	INSURER B : TRAVELERS PROP CAS CO OF AMER	25674
	INSURER C : COLONY INS CO	39993
	INSURER D : XL SPECIALTY INS CO	37885
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 67586294 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5D57480	01/01/23	01/01/24	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Sev of Int						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Valuable Papers	$ 1,000,000
A	AUTOMOBILE LIABILITY			5E57480	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			5J57480	01/01/23	01/01/24	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5M57480 (FL)	01/01/23	01/01/24	X PER STATUTE / OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		5H57480	01/01/23	01/01/24	E.L. EACH ACCIDENT	$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			6JUB6R19963 (IL)	01/01/23	01/01/24	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
A				5T57480 (NJ)	01/01/23	01/01/24	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability			CSP4223613	01/01/23	01/01/24	Claim / Aggregate	2,000,000
D	Professional Liability			DPR5006413	01/01/23	01/01/24	Each Claim	5,000,000
	Each Claim						Aggregate	7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF LIBERTY, MO IS NAMED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.
A 30 DAY NOTICE OF CANCELLATION APPLIES TO THE GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY, AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER	CANCELLATION
CITY OF LIBERTY, MO 101 E. KANSAS LIBERTY, MO 64068 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Paula A. Dixon

AR070002
67586294

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. “Bodily injury” or “property damage” occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or

2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

The City of Liberty missouri

CITY COUNCIL
ACTION REPORT
Meeting Date: March 27, 2023
A/R No.: 2023-449

Department: Planning & Development

Submitted By: Jeanine Thill, Community Development Manager

Subject: ORDINANCE OF THE CITY OF LIBERTY APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE GREAT AMERICANS PROJECT PERTAINING TO THE INSTALLATION AND MAINTENANCE OF SCULPTURES ON CITY OWNED PROPERTY

Summary:

- A Memorandum of Understanding (MOU) outlining the relationship between the City of Liberty and the Great Americans Project (GAP) regarding the placement, care, and maintenance of the George Washington sculpture was approved by City Council in 2013 and was amended in 2015 by adding the second sculpture that was placed in the City-owned parking lot at the corner of Missouri and Kansas Streets. The 2015 amended MOU extended the agreement for another 5-year term.
- A new MOU has been developed that adds language if GAP desires to add sculptures to the agreement and extends the term of agreement for a period of five years from the date of execution of the amendment, beginning in 2023. The terms and conditions include a maximum price escalation of 3% annually for cleaning and maintenance of the sculptures on City-owned property, anticipated to be less than $1,500 per year for each sculpture.
- The proposed 2023 MOU outlines the relationship between the City and GAP regarding the placement, care, and maintenance of current and future sculptures placed on city-owned property.
- The GAP intends to continue to raise funds through private donations for additional sculptures to potentially be placed on city-owned property, with the locations to be determined.

Background:

The Great Americans Project (GAP) has endeavored to and succeeded in raising funds for the purchase of Great Americans sculptures through private donations. The first sculpture, of George Washington, was installed in June 2013 on the City property at the corner of Mill and Leonard Streets. A second sculpture, of Mark Twain, was installed on City property in 2015 at the corner of the parking lot at Missouri and Kansas Streets. A third sculpture, of Susan B. Anthony, was added in 2019 on Clay County property at the corner of Kansas and Water streets. The Great Americans sculptures add to the richness and variety of the City's public art collection and to the vitality of downtown Liberty.

An original MOU outlining the relationship between the City and GAP regarding the placement, care, and maintenance of the sculpture was approved by City Council in 2013. The MOU set an initial term of agreement of 5 years. The Parks and Recreation

Department worked with Public Works on the improvements to the surrounding area. The original MOU was amended to reflect the addition of the second sculpture in 2015. The amendment extended the term of agreement to a new five-year period beginning in 2015 and continued the same terms and conditions from the 2013 MOU. It was not amended when the third sculpture was added as it is located on County property.

Having surpassed the five-year extension, staff is proposing a new MOU that has been reviewed by the GAP. The 2023 MOU includes a section on Additional Sculptures and clarification and expansion of the Use and Maintenance sections of the agreement. The Additional Sculptures section states that the City Council reserves the right to review placement locations and associated footprints prior to acceptance of any additional sculptures.

The Use and Maintenance section changes specify:

- The City's engagement of a qualified sculpture maintenance expert to recommend needed maintenance actions on all GAP sculptures located on City of Liberty property
- The cost and coordination of such maintenance shall be borne by the City of Liberty through the Transient Guest Tax, as long as costs do not exceed $1,265 per sculpture (with a 3% escalator will be applied each subsequent year).

Per the MOU as drafted, property/liability insurance continues to be the responsibility of the City for the five-year term. Staff does not anticipate an increase in the cost for the sculptures to be added to the City's insurance.

The proposed amendment extends the term of the agreement to a new five-year period beginning in 2023.

<u>Previous Action</u> (if applicable):

June 2013 - Memorandum of Understanding for the George Washington Sculpture at Railway Plaza was approved by ordinance in June, 2013.
September 2015 - Amendment to the GAP MOU by ordinance in September, 2015

<u>Policy/Committee Review</u>:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: Transient Guest Tax Committee	Completed/Recommended: December 2022

<u>Financial Considerations</u>:

Budgeted:	Line Item:67.20.061.14.5548 Line Item:	Amount: $3,000 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:

	Funding Source:	Amount:

Attachments:
1. Ordinance - City & GAP MOU
2. Great American Project - master MOU 2023
3. Attachment 1GAPMap (1)

Document No.________________

ORDINANCE NO. __________

ORDINANCE OF THE CITY OF LIBERTY APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE GREAT AMERICANS PROJECT PERTAINING TO THE INSTALLATION AND MAINTENANCE OF SCULPTURES ON CITY OWNED PROPERTY

WHEREAS, in June 2013 a Memorandum of Understanding with the Great Americans Project (GAP) for the George Washington Sculpture at Railway Plaza was approved by Ordinance; and

WHEREAS, in September 2015 an Amendment to the GAP Memorandum of Understanding was approved by Ordinance to reflect the addition of the Mark Twain sculpture located at the corner of Missouri and Kansas Street;

WHEREAS, this Memorandum of Understanding is for a term of five years and clarifies language pertaining to the maintenance responsibilities of the City and GAP, and the City Council's role in approving the location(s) of any additional GAP sculptures;

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 Memorandum of Understanding by and between the City of Liberty and the Great Americans Project, pertaining to the installation and maintenance of sculptures on City-owned property for a term of five (5) years. A copy of said Memorandum of Understanding 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 memorandum 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 OF LIBERTY AND GREAT AMERICANS PROJECT
Memorandum of Understanding for placed
GAP Sculptures

This agreement is made this 27th day of March, 2023, by and between the City of Liberty, Missouri, hereinafter referred to as the "City" and The Great Americans Project hereinafter referred to as "GAP".

WITNESSETH:

WHEREAS, the City and GAP are dedicated to the beautification of the City and its grounds; and

WHEREAS, the City and GAP have agreed to partner together to bring sculptures of historic significance to downtown Liberty; and

WHEREAS, the City and GAP desire to maintain and protect the sculptures in perpetuity; and

WHEREAS, GAP has purchased and owns a series of sculptures that have been placed at various locations within the City as described in Attachment 1.

NOW THEREFORE, the parties agree as follows:

Purpose of this MOU: The purpose of this MOU is to formally set forth the respective roles, responsibilities and priorities between the City and GAP with regard to the placement and care of current and future GAP sculptures within the City.

Term and Renewal: This agreement shall be binding on both the City and GAP on an automatic renewable term of five (5) years from the effective date of this MOU. This agreement and any successive term(s) shall be predicated upon mutually agreed upon review of the terms and conditions set forth herein and modified from time to time as appropriate. If any of the parties desire to terminate this MOU, they will provide the other party said notice of termination in writing sixty (60) days prior to the then renewal date. If the MOU is not renewed the sculptures will be removed at the expense of GAP.

Additional Sculptures: If the GAP desires to add additional sculptures dedicated to City use that are to be placed on City property, said sculptures will be amended onto Attachment 1 upon acceptance by the City Council of Liberty. The City Council reserves the right to review placement locations and associated footprints prior to acceptance of any additional sculptures.

Use and maintenance of Placed Sculptures: The City and GAP agree the locations described in Attachment 1 are public spaces that will be used by the general public.

The City and GAP jointly agree to maintain the sculpture locations described in Attachment 1 in good condition consistent with the City of Liberty's service level standards for its public owned parks and GAP sculpture maintenance requirements as follows:

The City of Liberty will maintain the public portion of the properties to include any turfed areas, landscape beds, trees, and the plaza seating and pergola to include mowing, weed trimming, landscaping, trash removal, repair and maintenance of the plaza concrete area and other City-owned public amenities. The cost of such maintenance shall be borne by the City.

By June 30 of each year, documentation will be provided to the City of Liberty Parks and Open Space Manager by the GAP identifying necessary repairs and improvements requested to be completed by the City in the City-owned public space.

The City will endeavor to communicate with the County on maintenance issues identified on the Clay County property adjacent to Railway Plaza. The City is not responsible for any such costs associated with County maintenance issues.

Annually, the City, at its cost, will engage a qualified sculpture maintenance expert to recommend needed maintenance actions on all GAP sculptures located on City of Liberty property and provide the same to GAP. The City will be responsible for improvements, cleaning and repairs to the sculptures on City of Liberty property, their bases, and footings. The City may follow the sculpture manufacturer's maintenance requirements or the recommendations of a qualified sculpture maintenance expert in coordination with the sculpture manufacturer. The cost and coordination of such maintenances shall be borne by the City of Liberty through the Transient Guest Tax, as long as costs do not exceed $1,265 per sculpture (a 3% escalator will be applied each subsequent year). Any repairs or cleaning costs above and beyond the annual cost with escalator will be borne by the GAP.

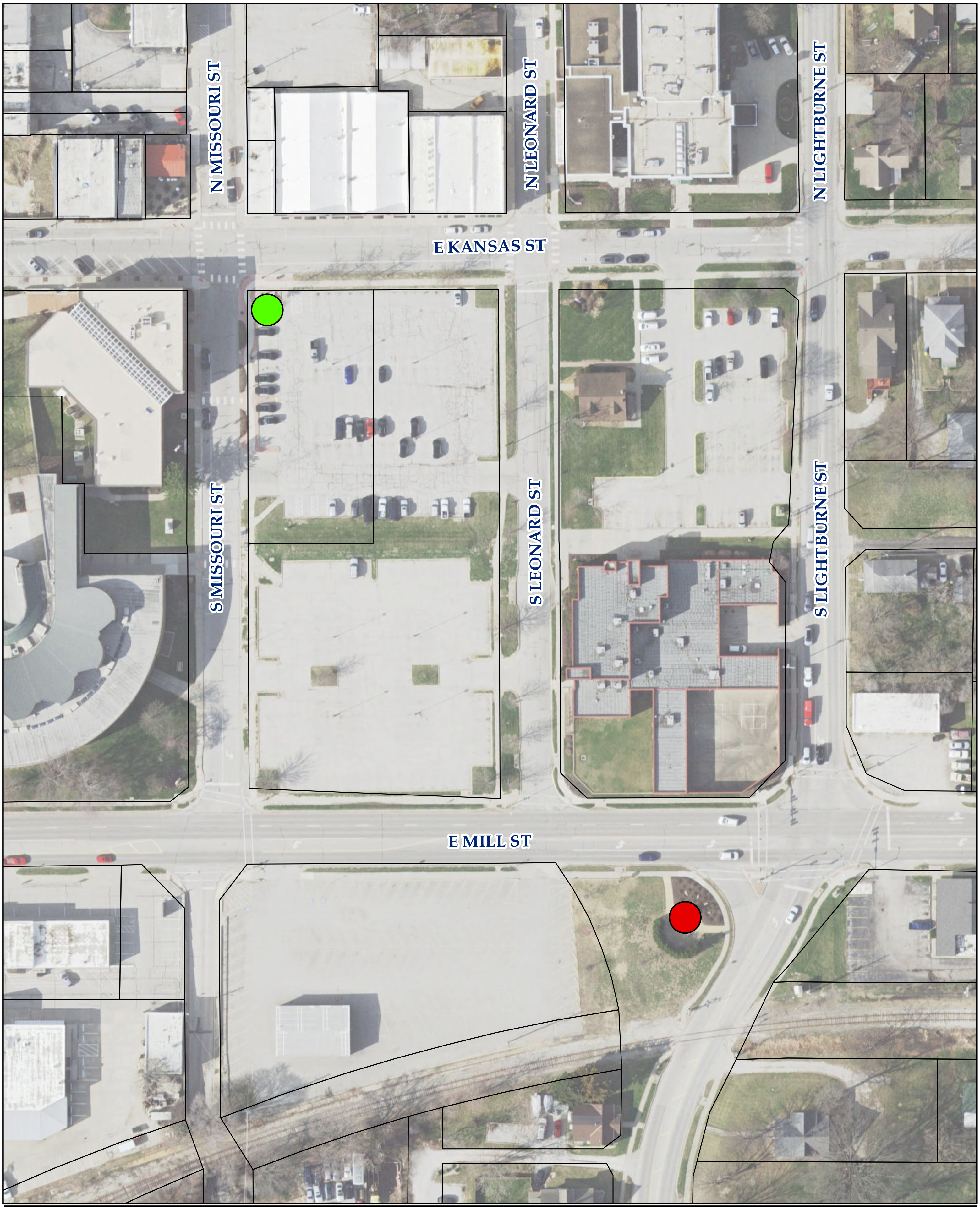
Both the City and GAP will report incidents involving the sculptures, whether vandalism or acts of God, to the other party as soon as reasonably expected following any incident.

Neither the City nor GAP shall transfer any rights obtained under this agreement without the expressed written consent of the other.

Liability Assignment: GAP sculptures and locations that are on City property will be included in the City of Liberty's property and general liability schedule per current limits and guidelines. GAP will provide the values for insurance purposes. The cost of insurance will be an expense of the City.

IN WITNESS WHEREOF the parties have hereunto affixed their signature on the 27th day of March, 2023, and further by affixing their signatures hereto do acknowledge receipt of a completed copy of this agreement.

MAYOR, COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY	GREAT AMERICANS PROJECT
By:____________________________	By: _______________
Lyndell Brenton, Mayor	Greg Canuteson, President
Date: _______________________	Date: _________________
ATTEST:___________________	ATTEST:________________



City of Liberty missouri

Mark Twain

George Washington

Parcels

0 50 100

Feet

DRAFT: For Informational Purposes Only. Not Survey Accurate.

Date: 3/2/2023

Attachment 1

CITY COUNCIL
ACTION REPORT

Meeting Date: March 27, 2023
A/R No.: 2023-450

Department: Public Works **Submitted By:** John Findlay, City Engineer

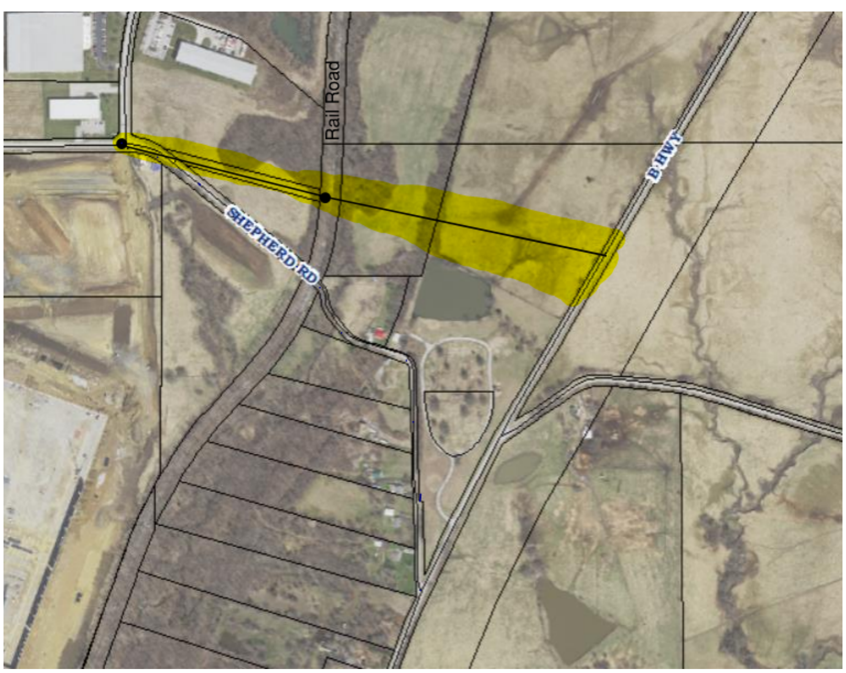
Subject: ORDINANCE APPROVING AN ON-CALL PROFESSIONAL ENGINEERING TASK ORDER #8 WITH HDR ENGINEERING, INC. FOR THE SHEPHERD ROAD CONCEPTUAL ROADWAY STUDY FOR AN AMOUNT NOT TO EXCEED $100,220.00

Summary:

- Shepherd Road east of Heartland Meadows Drive is a narrow, winding road that crosses at-grade railroad tracks and a low water creek crossing.
- This task will study a couple of horizontal and vertical alignments for a new bridge over the railroad and new roadway improvements, evaluate the environmental impacts, and provide an estimate of cost for construction of a new bridge and roadway.
- A Task Order with the On-Call Professional Engineer, HDR Engineering, Inc. has been negotiated.
- HDR is a pre-qualified on-call engineering firm for the City.
- Recommend approval of an ordinance for conceptual study services.

Background:

Shepherd Road, from East Heartland Drive to B Highway, exists along a narrow winding low-water crossing and an at-grade railroad crossing.



Preliminary Shepherd Road Grade Separation and Corridor Study

There is existing right-of-way dedicated for a new alignment from East Heartland Drive to the rail road property. The project will look at a couple of horizontal and vertical alignments for a new bridge and roadway and evaluate the environmental impacts, and provide an estimate of cost for construction of a new bridge and roadway improvements.

The City selected HDR Engineering as a pre-qualified on-call engineering firm selected from a number of firms through a qualifications process. A five-year on-call professional services agreement with HDR was approved by City council on February 12, 2018. The City utilizes a "Task Order" process which defines the scope and cost of the on-call professional engineering services requested as individual projects.

The City will utilize on-call engineering consultant, HDR, Inc., to assist in preparing the conceptual alignment and rail road bridge to position the City in identifying and applying for federal grant funding, and future development considerations. This is estimated to be a multiple-year process to produce a preliminary design, apply for grant funding, produce final plans, and construct a flyover bridge and corresponding realignment of Shepherd Road. The current proposal for conceptual work is proposed at $100,220.00.

City staff recommends approving an ordinance approving an on-call engineering Task Order #8 with HDR Engineering, Inc. for the Shepherd Road Conceptual Roadway Study in the amount not to exceed $100,220.00.

<u>Previous Action</u> (if applicable):

- **5-year agreement for On-Call Professional Service**s with HDR Engineering, Inc. was approved on February 12, 2018 by Ordinance No. 10872
- Task Order No. 1, in an amount not to exceed $8,860.00 for South Liberty Parkway Bridge Design Build Review was executed on February 22, 2018 with administrative approval
- **Task Order No. 2**, in an amount not to exceed $19,360.00 for Camelot Estates Neighborhood Stream Bank Topographic Survey was executed on March 19, 2018 with administrative approval
- **Task Order No. 3**, in an amount not to exceed $58,450.00 for Design and Construction Services for the Clayview/Lancelot Stream Stabilization Project was approved by Resolution No. 2969 on March 26, 2018
- **Task Order No. 4**, in an amount not to exceed $124,490.00 for the Amesbury Creek Stabilization Project was approved by Resolution No. 3055 on July 22, 2019
- **Task Order No. 5**, in an amount not to exceed $4,840.00 for Review of the Liberty Logistics Parks Traffic Impact Study was executed on August 29, 2019 with administrative approval
- **Task Order No. 6**, in an amount not to exceed $99,915.00 for the Design of South Withers and Holt Drive Traffic Signals was approved by Resolution No. 3153 on December 21, 2020
- **Task Order No. 7**, in an amount not to exceed $99,210.00 for the Conceptual Design of Birmingham Road Grade Separation Over Canadian Pacific Railroad was approved by Resolution No. 3284 on November 14, 2022
- **Task Order No. 7 Amendment**, in an additional amount of $19,920.00 for a new total amount not to exceed $110,130.00 to include Environmental Services and

Utility Review to the Original Contract was approved by Resolution 3300 on January 23, 2023, and

Policy/Committee Review:

x	Citizen Sales Tax Oversight Committee	Completed/Recommended: **Meets Voter Intent - January 11, 2023**
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
x	Budget Committee	Completed/Recommended: **March 9, 2023**
	Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: Line Item:	Amount: Amount:
	Revenue Line (if applicable):	Amount:
x **Non-Budgeted**	Line Item: **11.70.225.36.7501** Line Item:	Amount: **$100,220.00**
	Funding Source:	Amount:

Attachments:

1. 2023-450 Approve HDR Task Order #8 Shepherd Rd ORD (2)
2. Liberty On Call Task Order Task Order No. 8_HDR

Document No. _________

ORDINANCE NO. ________

ORDINANCE APPROVING AN ON-CALL PROFESSIONAL ENGINEERING TASK ORDER #8 WITH HDR ENGINEERING, INC. FOR THE SHEPHERD ROAD CONCEPTUAL ROADWAY STUDY

WHEREAS, a five-year agreement for On-Call Professional Services with HDR Engineering, Inc. was approved on February 12, 2018 by Ordinance No. 10872; and

WHEREAS, Task Orders have been established as the mechanism to reflect services performed under this On-Call Professional Services Agreement; and

WHEREAS, Task Order No. 1, in an amount not to exceed $8,860.00 for South Liberty Parkway Bridge Design Build Review was executed on February 22, 2018 with administrative approval, and

WHEREAS, Task Order No. 2, in an amount not to exceed $19,360.00 for Camelot Estates Neighborhood Stream Bank Topographic Survey was executed on March 19, 2018 with administrative approval, and

WHEREAS, Task Order No. 3, in an amount not to exceed $58,450.00 for Design and Construction Services for the Clayview/Lancelot Stream Stabilization Project was approved by Resolution No. 2969 on March 26, 2018, and

WHEREAS, Task Order No. 4, in an amount not to exceed $124,490.00 for the Amesbury Creek Stabilization Project was approved by Resolution No. 3055 on July 22, 2019, and

WHEREAS, Task Order No. 5, in an amount not to exceed $4,840.00 for Review of the Liberty Logistics Parks Traffic Impact Study was executed on August 29, 2019 with administrative approval, and

WHEREAS, Task Order No. 6, in an amount not to exceed $99,915.00 for the Design of South Withers and Holt Drive Traffic Signals was approved by Resolution No. 3153 on December 21, 2020, and

WHEREAS, Task Order No. 7, in an amount not to exceed $99,210.00 for the Conceptual Design of Birmingham Road Grade Separation Over Canadian Pacific Railroad was approved by Resolution No. 3284 on November 14, 2022, and

WHEREAS, Task Order No. 7 Amendment, in an additional amount of $19,920.00 for a new total amount not to exceed $110,130.00 to include Environmental Services and Utility Review to the Original Contract was approved by Resolution 3300 on January 23, 2023, and

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

Ordinance No.___________(Cont'd)

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an on-call professional engineering Task Order #8 agreement by and between the City of Liberty and HDR Engineering, Inc. for the Shepherd Road Conceptual Roadway Study in an amount not to exceed ONE HUNDRED THOUSAND TWO HUNDRED TWENTY AND 00/100 DOLLARS ($100,220.00), a copy of said Task Order #8 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

Task Order No. 08
consisting of 8 pages.

Task Order

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

1. **Specific Project Data**
   a. Title: Shepard Road Grade Separation and Corridor Study
   b. Description: The City of Liberty desires a concept level corridor study for Shepard Road from Heartland Drive to Route B. Study would involve potential grade separation for Shepard Road over the RR and creek and new tie into Route B. Concept study is shown in Task 2. This Concept study will also include assistance with any environmental assessments and utility information. These are included as Task 3 and 4.

2. **Services of Engineer**

Task 1 – Project Management Services

HDR will perform project management and administration activities including initial project set up, internal project controls and monitoring, and monthly invoice preparation and close out. A Quality Management Plan as well as quality control and assurance activities will be provided under this task. Invoicing will occur monthly. The length of this initial work order is for 6 months from the date of notice to proceed.

Deliverables:

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

Task 2 – Shepard Road Grade Separation and Corridor Study

The Shepard Road Corridor Study will evaluate up to two vertical and horizontal alignment alternatives to provide a grade separation structure on Shepard Road over the railroad tracks and creek just east of Heartland Drive. The study area will extend from Heartland Drive on the west end to Route B on the East to address the tie in of Shepard Road. The project will be managed by City of Liberty with potential interaction with the railroad.

Study Requirements

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

Detailed Scope

Task 2A - Data Collection and meetings

A. Gather GIS and AIMS mapping as needed.

B. Attend kickoff meeting to discuss project objectives, confirm criteria (roadway cross-section, design speeds, etc.), and understand conceptual layout expectations.

C. Prepare one progress summary prior to the draft report and one potential "check-in" WebEx call.

Task 2B - Conceptual Alignment Alternatives

A. Develop conceptual plan and profile drawings using AIMS/GIS mapping with the recommended typical section for up to two alternatives, considering the following elements at a minimum:
   a. Shepard Road as a 28' wide two-lane road with curb and gutter (C/G). Allow for future widening as needed (assume 60' R/W to allow for turn lane at Route B and sidewalks).
   b. Assumes no side roads will tie in.
   c. Shepard Road overpass over railroad and creek.
   d. Vertical and horizontal alignments are to evaluate impacted roadways including Shepard Road, Heartland Drive and Route B.
   e. Review traffic needs at intersection of Shepard Road and Route B to determine exact intersection configuration.
   f. Study does not contemplate any future development in the project area. Corridor study will assume 2 lane road with future sidewalks but no additional tie in or future widening.
   g. Floodplain impacts will be reviewed using existing mapping. Every attempt should be made to minimize impacts.
   h. Stormwater management shall be analyzed at a concept level, including approximate structure sizing, for cost analysis.
   i. Design speed options for Shepard Road will be determined at the kick-off meeting.

Task 2C - Alternatives Analysis

A. Develop preliminary construction limits and Engineer's opinion of probable construction costs for each alternative.

B. Identify data and technical gaps/limitations that could impact the alternatives.

C. Develop a list of advantages/disadvantages for each alternative, including overall traffic flow, constructability, feasibility, permitting, construction traffic impacts, and cost.

Task 2D - Prepare Summary Report

A. Meet with the City project team to discuss the draft results.

B. Provide draft report to the City project team for review.

C. Address comments and submit final report.

Project Conditions, Assumptions and exclusions

- No enclosed storm sewer analysis is included in this scope.
- New bridge on Shepard Road will span the RR ROW and floodway and limit impacts to the floodplain.
- Any Floodplain improvements are not part of this scope
- Any additional stormwater crossings on Shepard Road or side roads will match existing. Floodplain improvements are not part of this scope
- New RCB or special drainage structure design included.
- No traffic models will be created or utilized, nor will any counts be conducted. Traffic review will be based solely on the assumed roadway and lane number assumptions provided by the City. Assumptions will be reviewed at kick off meeting.
- Intersections to be laid out at concept and geometric level.
- Traffic modeling/analysis is considered out of scope but can be added by supplement.
- Scope does not include design of traffic signals, signing, street lighting, communication fiber, or detailed pavement marking.
- Grade separation bridge layout will assume one steel girder span alternative and one concrete girder span alternative
- Grade separation will have piers located to allow bridge to span the RR ROW (Unless modified by client at kick off meeting).
- Bridge will assume sidewalks are carried across the bridge. Even if sidewalks are omitted from roadway typical section (Will review at kick off meeting), they will be taken across the grade separation.
- Bridge grade will be based on current PROWAG requirements (5% or 6% max grade to be reviewed at kick off meeting).
- Grade separation concept will follow RR guidelines for clearances and fencing required.
- No RR review included as part of the scope.
- Bridge costs will be based on a per SF assumed cost agreed upon at the kickoff meeting. No in-depth quantities or cost estimates will be utilized on the grade separation.
- Roadway alternatives limited to 2 options. One option will assume “near” existing alignment for Shepard Road and the other option would go north of the pond and tie in at new location along Route B. The alternatives will be discussed at the kickoff meeting and a maximum of two will be carried forward for review.
- There will be no survey as part of this project.
- AIMS data and existing roadway plans provided by the City team will be utilized to determine curve information and vertical datum.

- Alternatives to assume Shepard Road to be the main through movement. Other future streets to tie into Shepard Road.
- Assumes no retaining wall design or plans. Layout for cost estimates only required at this concept stage.
- Only simplified roadway models and typical sections will be utilized. Modeling will be limited to detail to determine ROW impacts and provide data for concept for the City to determine ROW cost estimates.
- ROW impacts only noted by area impacted.
- No environmental or permitting is included as part of this scope.
- No utility review or impacts to be considered with this concept study by HDR. City project team will provide utility conflicts or a cost/percentage to include in the estimate
- Utility relocation or Utility coordination is not part of this scope.

Deliverables:

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

Task 3 – Environmental Services

Sub tasks that will be part of this Scope are:

Task 3a: Field Review and Technical Report Updates

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

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

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

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

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

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

Task 3b: NEPA Documentation
It is anticipated that the project will be processed as a Programmatic Categorical Exclusion. HDR will coordinate submittals with City Staff. This will include completing the Request for Environmental Review (RER) online submittal through MoDOT's LPA website. The completed Section 106 (historic resources) and protected species information will be included.
If the NEPA clearance level is adjusted by MoDOT, additional scope may be necessary and can be provided.

The hours associated with this task shall not exceed 86 hours without prior approval from the City. In no instance shall the cumulative fee for all work under this contract exceed the maximum value of the contract.

Deliverables:

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

Task 5 – Utility Review

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

The hours associated with this task shall not exceed 20 hours without prior approval from the City. In no instance shall the cumulative fee for all work under this contract exceed the maximum value of the contract.

Deliverables:

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

Task Order

3. Owner's Responsibilities

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

- Current aerial photography and any AIMS GIS datasets.
- Recent plats and pertinent right-of-way and easement data that may not be reflected in AIMS.
- Any potential development plans within the project limits.

4. Times for Rendering Services

Anticipated schedule is as follows:

NTP:	Jan. 15 (Assumed)
Kickoff meeting:	Feb 1, 2022
Traffic Review:	March 2023
Grade Sep Draft results, cost estimate and Draft Report:	May 2023
Grade Sep Final Conceptual Report and Estimate:	June 2023

5. Payments to Engineer

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

6. Consultant (s) (including subs):

a. All services to be performed by HDR.

7. Other Modifications to Agreement:

8. Attachments: Exhibit E – Task 008 Scope and Fee Spreadsheet

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

10. Ordinance or Resolution (if applicable):

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

The Effective Date of the Task Order is ______________,_____.

OWNER:	ENGINEER
By: City of Liberty	HDR Engineering, Inc.
Name: ______________________	Name: Joseph Drimmel (Nov 30, 2022 10:49 CST) Joseph E. Drimmel
Title: ______________________	Title: Senior Vice President
	Engineer License or Firm's Certificate No. State of: 000856
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: ______________________	Name: Chad D Hall
Title: ______________________	Title: Project Manager
Address: ______________________	Address: 10450 Holmes Road, Suite 600 Kansas City, MO 64131
E-Mail Address: ______________________	E-Mail Address: chad.hall@hdrinc.com
Phone: ______________________	Phone: O: 816-360-2731, D: 816-522-4685
Fax: ______________________	Fax: ______________________

TASK ORDER 8 - SHEPARD ROAD GRADE SEPARATION AND CORRIDOR STUDY
City of Liberty, MO - On Call Engineering Services
12/5/2022
Exhibit E - Scope & Fee

HDR Fee Proposal - City of Liberty, MO (Corridor Study with Grade Separation)

ASSIGNED PERSONNEL (tent.)	Aaron Bresette	Chad Hall	Lynn Machado	Renee Spiers	Shannon McCauley	Jennifer Schwaller	Ian Waters	Johnny Yakle	Marsha Leffert	Jason Haynes	Taylor Smith	Madison Gehl	Julie Hoverson	Andrew Foerester	
CONTRACT CATEGORY TITLE	**Sr. Tech. Specialist (Proj. Principal)**	**Sr. Project Manager III**	**Project Assist. (Project Admin.)**	**Project Accountant II**	**Tech. Specialist (Sr. Rail Advisor)**	**Tech. Specialist (Environmental)**	**Env. Scientist I (Environmental Support)**	**Sr. Land Surveyor (Survey/Utilities)**	**Engineer V (Water)**	**Engineer VI (Sr. Traffic)**	**Engineer VI (Sr. Roadway)**	**Engineer III (Roadway)**	**CAD/Technician IV (CAD)**	**Engineer III (Bridge)**	**TOTAL**
CONTRACT RATES	$280.00	$280.00	$95.00	$115.00	$280.00	$280.00	$155.00	$170.00	$200.00	$230.00	$230.00	$150.00	$145.00	$150.00	
Task 1 - Project Management and Admin.	2	16	6	8		20	64								**116**
	$560.00	$4,480.00	$570.00	$920.00	$0.00	$5,600.00	$9,920.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$22,050**
Task 2 - Corridor Study and Grade Separation		32			6			16	10	10	40	120	32	56	**322**
	$0.00	$8,960.00	$0.00	$0.00	$1,680.00	$0.00	$0.00	$2,720.00	$2,000.00	$2,300.00	$9,200.00	$18,000.00	$4,640.00	$8,400.00	**$57,900**
Task 3 - Environmental Services		2				20	64								**86**
	$0.00	$560.00	$0.00	$0.00	$0.00	$5,600.00	$9,920.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$16,080**
Task 4 - Utility Review		4						16							**20**
	$0.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$3,840**
SUBTOTAL	**2**	**54**	**6**	**8**	**6**	**40**	**128**	**32**	**10**	**10**	**40**	**120**	**32**	**56**	**544**
	$560.00	**$15,120.00**	**$570.00**	**$920.00**	**$1,680.00**	**$11,200.00**	**$19,840.00**	**$5,440.00**	**$2,000.00**	**$2,300.00**	**$9,200.00**	**$18,000.00**	**$4,640.00**	**$8,400.00**	**$99,870.00**
PROJECT TOTAL															**$99,870.00**

Fee Schedule:		Hours:
HDR	$99,870	544
ODC	$350	
PROJ. TOTAL	$100,220	

The City of Liberty missouri

CITY COUNCIL
ACTION REPORT
Meeting Date: March 27, 2023
A/R No.: 2023-461

Department: Finance

Submitted By: Vicki McClure, Director Finance

Subject: ORDINANCE AMENDING ORDINANCE NO. 11521, ADOPTION OF THE 2022 BUDGET FOR THE CITY OF LIBERTY, MISSOURI

Summary:

- The preliminary ending General Fund fund balance for 2022 is $5.5M and is equivalent to 21.27%.
- The City's General Fund fund policy range pertaining to fund balance percentages is 18% – 22% with 20% identified as the ideal percentage.
- The Budget Committee recommends maintaining the General Fund fund Balance at 20%.
- On March 9, 2023 budget committee recommended a transfer to the Cemetery Maintenance Fund from the General Fund in the amount of $25,000.
- This transfer will provide additional funding for maintenance and stabilization of headstones.

Background:

The General Fund fund balance has continued to increase due to financial stewardship and financial prudence. As seen in the fund balance recap below, the General Fund fund balance percentage for Year-end 2022 indicates that it will be a little higher than the Budget Committee's desire. Our Cemetery Sexton has completed a review of all headstones within both cemeteries and requested additional funds. Since the fund balance is in a good place, staff would like to transfer an amount not to exceed $25,000 from the General Fund to the Cemetery Maintenance Fund.

In April 2022, the City hired Curt Heisinger to stabilize and repair approximately 150 headstones throughout Fairview and New Hope Cemeteries. As Mr. Heisinger was the only contractor to submit a bid in 2022 and completed high quality work. The City would like to extend his contract at the same rates for 2023.

The Cemetery Sexton will provide a list of stones in need of repair which will allow the contractor to quickly begin work without needing to assess large sections of the cemetery themselves. The proposed list will be an updated version of the list built by City Staff and the Cemetery Advisory Committee in 2022.

Staff and the Cemetery Advisory Committee were happy with the work done by Mr. Heisinger in 2022. Staff recommends hiring Mr. Heisinger to work on stones in Mt. Memorial, Fairview and New Hope Cemeteries in 2023. Staff also recommends this project be managed by the Cemetery Sexton.

General Fund Recap			
	2020 Final	2021 Final	2022 Preliminary Final
Total Current Core Revenue	20,014,287	24,336,299	25,946,515
From Transfers In	1,330,420	1,330,420	1,330,420
Total Core Revenue with Transfers In	21,344,707	25,666,719	27,276,935
From One Time	955,000	678,000	-
Total Revenue	**25,231,102**	**26,344,719**	**27,276,935**
Salary and Non-Salary Expenditures	17,891,937	20,296,350	22,627,309
One time projects from 2021	-		-
Capital Expenditures	2,073,740	2,158,358	1,744,187
Transfer from GF to PSST			-
2021 ONE TIME USE TAX - Transferred from GF to Special Revenue Fund	1,774,840	-	960,000
Additional cost for the City Hall Atrium	178,390	-	
$3,000 per employee LUMP SUM payment in October 2022	978,165	-	-
Transfer from GF to Cemetery Maintenance for Headstone Maintenance			25,000
Prior Year Encumbrances			3,514,984
Parks Transfer for Non-Fee Amenities (Trails/Parks)			
Total Expenditures	22,897,072	22,454,708	28,871,480
GF Transfer to PSST	600,000	702,905	589,281
Transfers Out - Parks Wellness		1,500	1,500
Transfers Out	67,750	92,750	67,750
Transfer Out to Parks - Comm Ctr Passes			90,000
Transfer Out to Park Maintenance - Non-Fee Producing Amenities (Trails/Parks)			
Total Expenditure and Transfers	**23,564,822**	**23,251,863**	**29,620,011**
Total Revenue Less Total Expenditures and Transfers	1,666,280	3,092,856	(2,343,075)
Total Ending Fund Balance	**6,012,024**	**9,735,204**	**5,517,802**
Fund Balance Percentage	**29.9%**	**40.00%**	**21.27%**

Staff requests approval of the ordinance

Previous Action (if applicable):

Policy/Committee Review:

	Citizen Sales Tax Oversight Committee	Completed/Recommended:
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X	Budget Committee	Completed/Recommended: 3/09/2023
	Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:10.95.140.42.5999 Line Item:	Amount:25,000 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Budget Amendment Cemetery transfer ord Final (1) (4)

Document No. _______

ORDINANCE NO. ____________

ORDINANCE AMENDING ORDINANCE NO. 11521, ADOPTION OF THE 2022 BUDGET FOR THE CITY OF LIBERTY, MISSOURI

WHEREAS, Council adopted Ordinance No. 11521, Adoption of the 2022 Budget for the City of Liberty, Missouri on December 31, 2022; and,

WHEREAS, on March 28, 2022, Council approved Ordinance No. 11569 amending Ordinance No. 11521 due to 2021 encumbrances not being expended in the year they were initially budgeted; and,

WHEREAS, approval of this ordinance will authorize the transfer of these funds from the General Fund to the Cemetery Maintenance Fund from fund balance in 2022;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby amends Ordinance No. 11521, adoption of initial 2022 budget, hereby authorizing the spend down of fund balance in 2022 as follows:

2022 Budget Amendments - Transfer of Revenue from GF to Cemetery Maintenance Fund	**Accounts**	**Amount**	**Budget Action**	**Debit/Credit**
General Fund				
General Fund	10.95.140.42.5999	25,000.00	Increase	Debit
Fund Balance	10.2950	25,000.00	Decrease	Credit
Total All Debits		25,000.00	Increase	Debit
Total All Credits		25,000.00	Decrease	Credit

SECTION II

The City Administrator is hereby authorized to expend the funds as set forth in the Amended 2022 budget and Section I of this ordinance, 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

CITY COUNCIL
ACTION REPORT
Meeting Date: March 27, 2023
A/R No.: 2023-452

Department: Parks & Recreation

Submitted By: BJ Staab, Director Parks & Recreation

Subject: ORDINANCE APPROVING A CONTRACT WITH CURT HEISINGER FOR THE STABILIZATION OF HEADSTONES IN CITY CEMETERIES FOR AN AMOUNT NOT TO EXCEED $25,000.00

Summary:

- City staff have investigated and determined an ongoing need to repair and stabilize headstones throughout the city-owned cemeteries.
- City staff recommends extending the 2022 contract with Mr. Heisinger for repairs and stabilization of headstones for 2023.
- A list of priority stones for stabilization and repair in all three city-owned cemeteries will be provided to the contractor by the Cemetery Sexton.
- Mt. Memorial Cemetery will be the primary focus in 2023.

Background:

In 2022, the City hired Curt Heisinger to stabilize and repair approximately 300 headstones throughout Fairview and New Hope Cemeteries. As Mr. Heisinger was the only contractor to submit a bid in 2022 and completed high quality work, the City would like to extend his contract at the same rates for 2023.

The City has had a dedicated volunteer base for years that has worked to stabilize and reset stones throughout the city-owned cemeteries. Hiring Mr. Heisinger continues these efforts and provides the expertise needed to stabilize and repair stones that are beyond the City's volunteer capacity.

The Cemetery Sexton will provide a list of stones in need of repair which will allow the contractor to quickly begin work without needing to assess large sections of the cemeteries themselves. The proposed list will be an updated version of the list built by City Staff and the Cemetery Advisory Committee in 2022.

Mr. Curt Heisinger has completed several of these types of projects in Missouri and Iowa. Mr. Heisinger's references included work for the City of Kirksville, Missouri and the City of Des Moines, Iowa.

Staff and the Cemetery Advisory Committee were happy with the work done by Mr. Heisinger in 2022. Staff recommends hiring Mr. Heisinger to work on stones in Mt. Memorial, Fairview and New Hope Cemeteries in 2023. The primary focus in 2023 will be Mt. Memorial. However, the Cemetery Sexton has identified a handful of stones in Fairview/New Hope that will be addressed this year as well. Staff also recommends this project be managed by the Cemetery Sexton.

<u>Previous Action</u> (if applicable):
Mr. Curt Heisinger was contacted on March 7, 2023 and he confirmed that he is willing to extend the existing contract at the same rates for work completed during 2022.

He also shared that he has availability in the spring and summer months of 2023 and is looking forward to continuing his work in Fairview and New Hope Cemeteries and beginning work in Mt. Memorial Cemetery.

<u>Policy/Committee Review</u>:

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

<u>Financial Considerations</u>:

Budgeted:	Line Item: Line Item:	Amount: Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: 73.70.226.14.5579 Line Item:	Amount: $25,000.00
	Funding Source:	Amount:

<u>Attachments</u>:
1. Ordinance - Cemetery Headstone Stabilization Project 2023
2. Cemetery Headstone Stabilization Contract 2023

Document No. _______

ORDINANCE NO. __________

ORDINANCE APPROVING A CONTRACT WITH CURT HEISINGER FOR THE STABILIZATION OF HEADSTONES IN CITY CEMETERIES FOR AN AMOUNT NOT TO EXCEED $25,000.00

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 a certain agreement by and between the City of Liberty and Curt Heisinger, 6410 Wade Road, Jefferson City, MO, 65109, for an amount not to exceed TWENTY FIVE THOUSAND DOLLARS AND NO/100 ($25,000.00) for headstone stabilization in City Cemeteries, 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

CONTRACT FOR SERVICES

Fairview, New Hope, Mt. Memorial Headstone Stabilization Project

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 27th day of March, 2023, between **Curt Heisinger**, an entity organized and existing under the laws of the State of Missouri, with its principal office located at **6410 Wade Road, Jefferson City, MO, 65109**, hereafter referred to as the Contractor, and Mayor, Councilmen, and Citizens of the City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

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

This contract approved on March 27, 2023 and is effective as of April 1, 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 Request for Proposal PK23 – 18 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 shall take a maximum of **150** calendar days. *(This can be negotiated with selected contractor)* 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 $25,000.00.

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 VII
RESPONSIBILITIES

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

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

Contractor agrees to provide all 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.

ARTICLE VIII
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 IX
ARBITRATION

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

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 twelve (12) months from the date of substantial completion.

Contactor 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

E. 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 XIV
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
Scope of Work and Special Provisions
Fairview/New Hope/Mt. Memorial Cemeteries Headstone Stabilization and Alignment Project

The Project will include identification of headstones that have shifted off base, tilting and or stones that have fallen over. Contractor will work with staff to identify the most critical areas with stones that are in need of stabilization. While working on stabilizing a stone the contractor will realign the stones in the immediate block to create a uniform look and allow mowers better access to maintain the lawn. Contractor will take great care as to do no damage to the stones and be responsible should any damage occur, to alert City Staff of any damage and provide options to repair damage at contractor's expense. Contractor will provide all tools and equipment. A Heavy-Duty Monument Jack and Tombstone Jack capable of lifting 9600 pounds are necessary to reset monuments.

1. All head markers, foot markers, and monuments erected in City Cemeteries shall have a concrete foundation extended below the surface of the ground.

    a. For those with a base of 288 square inches or larger, the foundation must extend below the surface of the ground a minimum of three (3) feet.
    b. For those with a base of less than 288 inches, the foundation must extend below the surface of the ground a minimum of eighteen (18) inches.
    c. For exceptionally large monuments, installation specifications must be submitted to the City for approval prior to installation. Foundations must be proportional in size to the monument proposed for installation.
    d. All such foundations shall extend beyond the perimeter of the monument/base for a distance of at least 2 inches on all sides and shall be composed of concrete.
    e. Foundations and/or bases shall be installed even with the ground level.

2. Sealant shall be used between markers, bases, and foundations to protect markers and monuments from damage due to weather. All stones to be repaired with adhesive must first be washed, dried and not touched. Epoxies rather than cement or lime mortar are required for the adhesive or the use of a commercial grade monument setting compound. The adhesive should be kept back from the edge of the stone by at least ¼". The grave stone is then clamped and braced for the recommended curing time. An industrial grade structural fill must be applied to the remaining crack to seal the stone in place. Please specify what sealants, adhesives to be used.

The Contractor may use designated areas within the cemetery for equipment parking and material storage. All equipment and storage must leave adequate passage for people or vehicles, as applicable. Any other arrangements need to be made with the Cemetery Sexton or designated Parks and Recreation Department contact person. The City is not liable for equipment left onsite.

Any materials used to level and straighten the monuments must be consistent in make-up, texture, and color to the monument being repaired.

Any inscription on the monuments, which may be damaged, must be replaced exactly as the original.

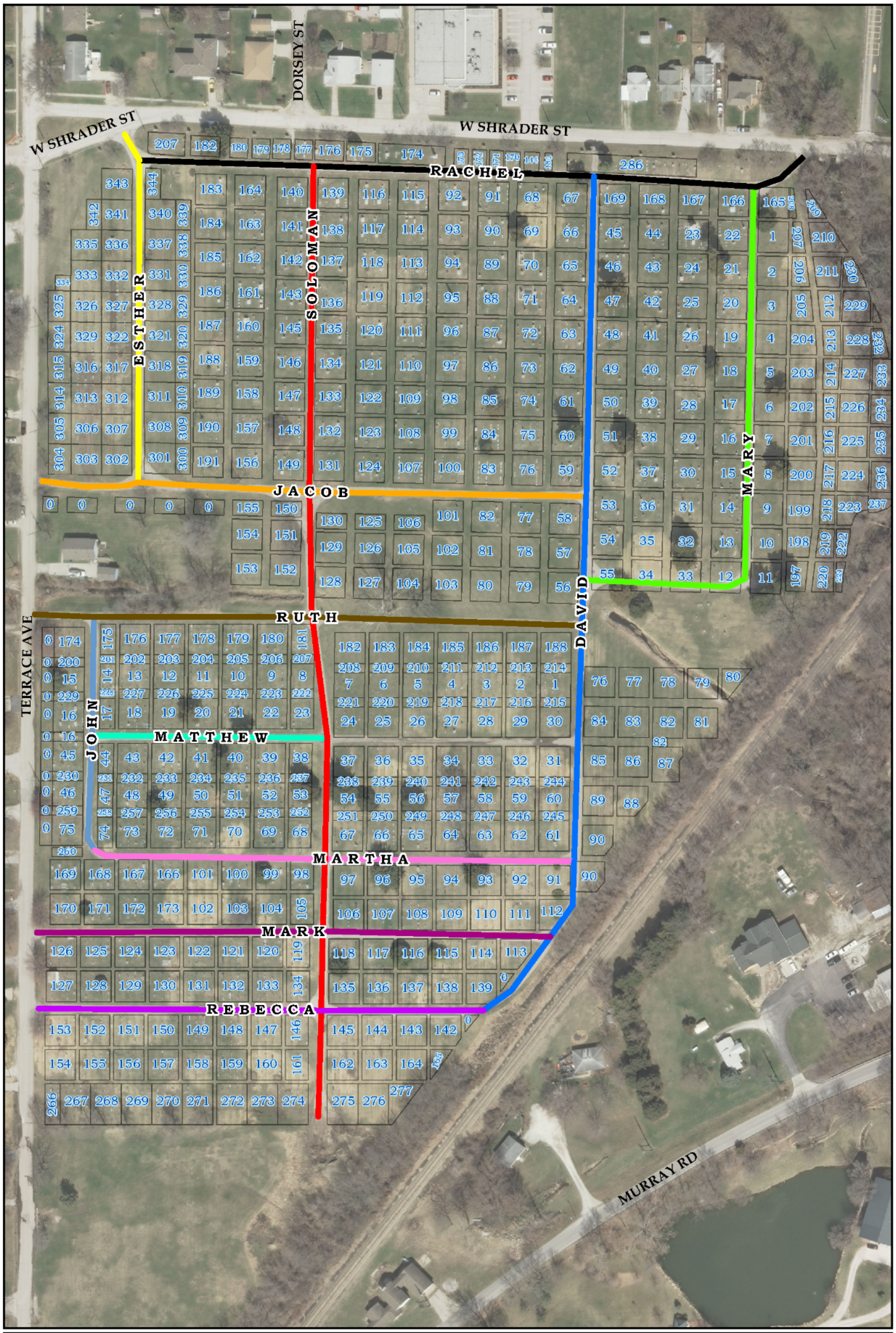
Monument must be **leveled** at the top (horizontally) and **straight up and down** (vertically.)

STAGING

Contractor shall maintain the site in a safe manner. Contractor is responsible for control of the repair site during working hours. Tools and equipment shall not be left unattended. Contractor shall remove all rubbish, materials and equipment leaving a neat, clean and orderly site acceptable to the Parks and Recreation contact person upon completion of work. Any other areas disturbed during the process must be returned to their original conditions (i.e. contractor must replace or repair concrete, grass or other landscaping, or any other item or element which may become damaged during repair work).

BIDDING

Bidders shall submit a quote as a fee per monument using the following format:
Number of monuments multiplied by price per monument = total price.
Pricing shall be held firm for one year from the date stated on the purchase order as the City reserves the right to increase the number of monuments to be repaired.
All prices bid shall include all products and complete installation and any other associated work or materials necessary or incidental to complete the work as specified.



Fairview & New Hope Cemetery

CITY COUNCIL
ACTION REPORT

Meeting Date: March 27, 2023
A/R No.: 2023-453

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant Director Parks

Subject: ORDINANCE APPROVING AN AGREEMENT WITH MCCONNELL AND ASSOCIATES, CORP FOR THE DESIGN AND CONSTRUCTION OF FOUR (4) NEW PICKLEBALL COURTS INCLUDING ASSOCIATED COURT EQUIPMENT AND FENCING, NEW PARKING SPACES AND PEDESTRIAN SIDEWALKS

Summary:

- Since the existing pickleball facility opened, the Parks and Recreation Department has experienced a dramatic growth in the popularity of pickleball, including the call for additional courts, parking, instructional opportunities and tournament space.
- Park staff is proposing to use McConnell and Associates for pickleball court and parking lot construction for this project.
- McConnell and Associates has a cooperative pricing agreement through The Interlocal Purchasing System and has completed pickleball courts for the City of Blue Springs, Missouri.
- In 2019, the Use Tax funded the initial construction of four pickleball courts.
- This project was part of the FY2023 Park Sales Tax Fund budget.
- The City has one-time Use Tax revenues to add four more pickleball courts and additional parking for a cost not to exceed $364,333.00. This funding will be used instead of the Park Sales Tax Fund budget.

Background:

In 2019, four pickleball courts were constructed at Westboro/Canterbury Park. Since that time, the community demand for pickleball has increased significantly including public leisure play, organized leagues, instructional opportunities and competitive tournaments. The call for additional parking and surface access sidewalks and crosswalks is additionally the most requested component of this facility.

The requests for additional programming at the existing facility, such as tournaments and instructional classes, would overwhelm the carrying capacity of the facility and create space issues for the general public. Additional courts would allow more open play space for non-participants and provide important program opportunities.

Staff reviewed the needs and have proposed expansion of four additional courts to provide a total of eight courts. City Planning & Development staff reviewed the proposed layout of the additional courts and parking spaces and noted no concerns. There was a recommendation to consider providing pedestrian crosswalks across South Withers Road located just north of Progress Street.

Park's staff is proposing to utilize a cooperative bidding service for the construction of four new pickleball courts. McConnell and Associates has a cooperative pricing agreement through The Interlocal Purchasing System (TIPS) and has successfully constructed pickleball courts for the City of Blue Springs, Missouri. The City of Liberty has an established relationship with McConnell and Associates as the company that installed nets and surface paint on the existing courts. Reference calls were favorable and McConnell and Associates met all requirements for this project. McConnell and Associates has provided a proposal for full construction of four additional courts for a cost not to exceed $364,333.00.

Previous Action (if applicable):

Park Board recommended approval via email on March 15, 2023.

Policy/Committee Review:

	Citizen Sales Tax Oversight Committee	Completed/Recommended:
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
x	Other: Park Board	Completed/Recommended: 3/15/2023

Financial Considerations:

Budgeted:	Line Item: 11.60.415.36.7307 Line Item:	Amount: $364,333.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Ordinance - Pickle Ball Courts and parking lot McConnell

Document No. _______

ORDINANCE NO. _________

ORDINANCE APPROVING AN AGREEMENT WITH MCCONNELL AND ASSOCIATES, CORP FOR THE DESIGN AND CONSTRUCTION OF FOUR (4) NEW PICKLEBALL COURTS INCLUDING ASSOCIATED COURT EQUIPMENT AND FENCING, NEW PARKING SPACES AND PEDESTRIAN SIDEWALKS

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and McConnell & Associates, 1225 Iron, North Kansas City, MO 64116, for an amount not to exceed THREE HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED THIRTY THREE DOLLARS AND NO/100 ($364,333.00), for the design and construction of four new pickleball courts and a parking lot at Westboro/Canterbury 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

CITY COUNCIL ACTION REPORT

Meeting Date: March 27, 2023
A/R No.: 2023-460

Department: Fire **Submitted By:**

Subject: ORDINANCE APPROVING AN AGREEMENT WITH THE STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY FOR THE 2023 AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) FIRE PROTECTION GRANT (FPG)

Summary:

- Approve an Ordinance authorizing a Grant Funding Agreement with the Missouri Department of Public Safety for State 2023 American Rescue Plan Act (ARPA) funds for firefighting personal protection Bunker Gear.
- The Fire Department will receive $20,000 to assist with Bunker Gear replacement with a $20,000 required in City matching funds.
- This grant will allow the Fire Department to purchase an additional six sets of Bunker Gear this year.

Background:

In late 2022, The State of Missouri Department of Public Safety opened up an opportunity for Fire Departments in the State to apply for up to $20,000 in matching funds with the State's 2023 American Rescue Plan Act (ARPA) Grants. These funds could be for any needs within the Fire Department. With the $20,000 match, we identified Bunker Gear as a necessity. With the Fire Department adding new personnel in the last two years, staff felt that Bunker Gear is where this money could benefit the Fire Department the most.

The Fire Department budgeted $50,000 in 2023 to replace 13 sets of gear. With this additional $20,000, staff will be able to ensure the Fire Department keeps up with the required replacement cycle the Fire Department has in place; and to help address protection needs for the new Fire Department staff added in the last two years.

This grant will have to be accepted by March 28, 2023 to ensure staff receives the funding within the required timeframe.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:58.50.325.18.5601 Line Item:	Amount:$ 50,000 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. ARPA Grant Ord (2)
2. SFY 2023 ARPA FPG Liberty Fire Department (1)

Document No.____________

Ordinance No.______________

ORDINANCE APPROVING AN AGREEMENT WITH THE STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY FOR THE 2023 AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) FIRE PROTECTION GRANT (FPG)

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 Grant Funding Agreement by and between the City of Liberty Fire Department and The State of Missouri Department of Public Safety P.O. Box 749, Jefferson City, Missouri 65101-0749, pertaining to grant fund matching in the amount of TWENTY THOUSAND DOLLARS AND 00 CENTS ($20,000.00), a copy of said partnership agreement bine incorporated by reference herein and available for review as required by law.

Section II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the City Administrator to sign the agreement described in Section I of the 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 Council this _____day of__________________, 2023

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

APPROVED by the Mayor this _____day of______________,2023

____
MAYOR

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director

Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

March 2, 2023

Mr. Curt Wenson, City Administrator
City of Liberty Fire Department
200 W. Mississippi
Liberty, MO 64068

RE: SFY 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF)
Fire Protection Grant (FPG)
Award #SLFRP4542-FPG135

Dear Mr. Wenson:

Thank you for your recent application submission to the SFY 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Fire Protection Grant (FPG). Your application has been selected for funding in the amount of $20,000.00. As a condition of the award, you are required to contribute a cost match in the amount of $20,000.00 of non-Federal funds, or fifty (50) percent of the total approved project costs of $40,000.00. Please note, total projects costs may exceed the amount listed in this letter as the maximum amount of cost match required to receive the maximum award is $20,000.00.

Enclosed is the SFY 2023 ARPA SLFRF FPG Subaward Agreement for Liberty Fire Department. The Missouri Department of Public Safety asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office no later than April 2, 2023.

The project period of performance for this award begins December 1, 2022 and ends June 30, 2026.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.332. Liberty Fire Department received a total score of nine (9), which classifies the agency as a low risk subrecipient of noncompliance with the SFY 2023 ARPA SLFRF FPG.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Joanne Talleur at (573) 522-2851 or Joanne.Talleur@dps.mo.gov.

Sincerely,

Joni McCarter, Program Manager
Missouri Department of Public Safety
Office of Homeland Security

Attachment(s): Subaward Agreement
Articles of Agreement/Special Conditions

Missouri Department of Public Safety
Office of Homeland Security
Division of Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

DATE 03/02/2023	
FEDERAL IDENTIFICATION NUMBER SLFRP4542	OHS CONTROL NUMBER FPG135

SUBRECIPIENT NAME Liberty Fire Department		UEI NUMBER ERLAFDN1KNL1	
ADDRESS 200 W Mississippi			
CITY Liberty		STATE MO	ZIP CODE 64068
TOTAL AMOUNT OF THE FEDERAL AWARD $40,000.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION $20,000.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT $20,000.00		TOTAL APPROVED COST SHARING OR MATCHING $20,000.00	
PROJECT PERIOD FROM 12/1/2022	PROJECT PERIOD TO 06/30/2026	FEDERAL AWARD DATE 05/10/2021	
PROJECT TITLE SFY23 ARPA FPG - Liberty Fire Department		FUNDED BY American Rescue Plan Act	
FEDERAL AWARDING AGENCY Department of Treasury	PASS THROUGH ENITITY MO Office of Administration/MO Department of Public Safety	IS THIS AWARD R&D YES ☐ NO ☒	INDIRECT COST RATE YES ☐ NO ☒
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 21.027		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

OHS GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Joanne Talleur	NAME John Mills, Chief	
E-MAIL ADDRESS Joanne.Talleur@dps.mo.gov	ADDRESS (If different from above) 200 West Mississippi	
TELEPHONE (573) 522-2851	CITY, STATE AND ZIP CODE Liberty, MO 64068	
PROGRAM MANAGER Joni McCarter	TELEPHONE 816-439-4310	E-MAIL ADDRESS jmills@libertymo.gov

SUMMARY DESCRIPTION OF PROJECT

The American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Fire Protection Grant (FPG) provides grant funding for fire protection entities for fire protection/service activities.

AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Curt Wenson, City Administrator	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

Article I – Missouri Department of Public Safety, Specific
By accepting this award, the subrecipient agrees:

1. All contractual provisions required by the Missouri Office of Administration and Department of Treasury are set forth in the Memorandum of Agreement (MOA) in Appendix I. Subrecipients shall comply and include each of these provisions in any subcontract that subrecipient enters into under this subaward. Except when the subaward provides more restrictive terms, all of the Missouri Office of Administration and Department of Treasury mandated terms will be deemed to control in the event of a conflict with other provisions contained in the subaward. Subrecipients shall not perform any act, fail to perform any act, or refuse to comply with any Missouri Department of Public Safety (DPS) requests that would cause the DPS to be in violation of Appendix I.

2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS, you must request instructions from DPS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.

3. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.

4. For Contractual Services the following general requirements must be followed when subcontracting for work or services contained in this grant award:

   a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period and contain all applicable Federal contract provisions as found in 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

   b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS for review or be readily available for review prior to execution of the contract.

5. DPS reserves the right to terminate any contract entered into as a result of this award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all

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documents, data, and reports prepared by the subrecipient under the contract shall, at the option of DPS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

6. In the event DPS determines that changes are necessary to the subaward document after a subaward has been made, including changes to the period of performance or terms and conditions, the subrecipient will be notified of the changes in writing. Once the notification has been made, any subsequent request for funds will indicate the subrecipient’s acceptance of the changes to the subaward.

7. Prior written approval from OHS is required prior to making any change to the DPS approved budget for this award.

8. To submit Grant Status Reports to DPS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS within 45 days after the end of the project period.

9. All items that meet the OHS definition of equipment that are purchased with ARPA SLFRF FPG Funds must be tagged “Purchased with U.S. Department of Treasury Funds.”

10. <u>Procurement:</u>
    The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition.

    a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.

    b. Purchases to a single vendor totaling less than $10,000 may be purchased with prudence on the open market.

    c. Purchases estimated to total between $10,000 but less than $100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

    d. Purchases with an estimated total of $100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.

    e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.

    f. Sole source procurement on purchases to a single vendor of $10,000 and over requires prior approval from the Missouri Department of Public Safety.

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SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

11. Buy American:
The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

12. Buy Missouri:
The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

13. Debarment/Suspension:
The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

14. Unlawful Employment Practices:
The subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

15. Discrimination in Public Accommodations:
The subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

16. Monitoring:
The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

17. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

    a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):
    The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which

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states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Agencies that are not compliant at the time of application will only be eligible to apply for grant funds to assist the agency in becoming compliant with Section 43.505 RSMo. For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months since January 1, 2022.

b. Vehicle Stops:
The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

c. Police Use of Force Transparency Act of 2021:
The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

d. Federal Equitable Sharing Funds:
The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

e. DWI Law – Law Enforcement:
The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

f. Data Reporting Requirements:
The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

g. Body Armor:
The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with ARPA funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be “uniquely fitted vests”. In addition, body armor purchased with must be made in the United States.

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h. Body Armor Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

i. Body-Worn Camera Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

j. Rap Back Program Participation:
The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

k. Custodial Interrogations:
The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

18. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

    a. Fire Department Registration:
    The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

    b. Turnout Gear Maintenance Policy:
    The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

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19. Emergency Medical Service providers must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

    a. Ambulance License:
    The subrecipient assures, where the project agency has an ambulance service, its agency is in compliance with Section 190.105 RSMo, by holding a currently valid license from the state of Missouri Department of Health and Senior Services for an ambulance service pursuant to the provisions of Sections 190.001 RSMo to 190.245 RSMo.

    b. Emergency Medical Response Agency (EMRA) License:
    The subrecipient assures, where the project agency is an emergency medical response agency that provides advanced life support or provides the services of an emergency medical response agency that provides advanced life support, its agency is in compliance with Section 190.133(4) RSMo by holding a license by the state of Missouri Department of Health and Senior Services.

20. The subrecipient agency must attend and complete the SFY 2023 ARPA SLFRF FPG Compliance Workshop. No claims will be reimbursed by DPS until a member of the subrecipient agency has completed the Compliance Workshop.

AUTHORIZED OFFICIAL INITIALS

APPENDIX I – MEMORANDUM OF AGREEMENT

TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: **Liberty Fire Department** ("Grantee") understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury ("Treasury")'s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on **12/1/2022** and ends on **06/30/2026**. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than **12/31/2024**.

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri ("State"), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.[1]

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to the Grantee's participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee's participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.[2]

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.[3]

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[1] For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

[2] For subrecipients, the State's right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that "the pass-through entity and auditors [shall] have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part."

[3] For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;

ii. For subrecipients only, Universal Identifier and System for Award Management ("SAM"), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

vi. For subrecipients only, Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

<u>Remedial Actions</u>: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

<u>Hatch Act</u>: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

<u>False Statements</u>: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

<u>Publications</u>: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

<u>Debts Owed State and Federal Government</u>: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the

federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding $250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

i. a member of Congress or a representative of a committee of Congress;

ii. an Inspector General;

iii. the Government Accountability Office;

iv. a Treasury employee responsible for contract or grant oversight or management;

v. an authorized official of the Department of Justice or other law enforcement agency;

vi. a court or grand jury;

vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban text messaging while driving.[4]

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d* et seq.*, as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.*

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's

[4] Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.[5]

______________________________________ ______________________

Signature of Grantee's Authorized Representative | Date

____

Printed Name of Authorized Representative

[5] Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021

**********THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS**********

III. This grant to **Liberty Fire Department** ("Grantee") constitutes a subaward[6] of federal financial assistance[7] provided to the State of Missouri ("State") by the U.S. Department of Treasury.

The Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient[8] and the State is a pass-through entity[9] for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): **Liberty Fire Department**
- Subrecipient's unique entity identifier: **ERLAFDN1KNL1**
- Federal Award Identification Number (FAIN): **SLFRP4542**
- Federal Award Date of award to the recipient by the Federal agency: **5/10/2021**
- Subaward Period of Performance Start and End Date: **12/1/2022 – 6/30/2026**
- Subaward Budget Period Start and End Date: **12/1/2022 – 8/15/2026**
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **$20,000.00.**
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **$20,000.00.**
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **$20,000.00.**
- Total Approved Cost Sharing or Matching Funds: 50% Cash (Hard Match) or In-Kind. In kind match can be considered, so long as it is specific to the project. Cost share or match expenditures retroactive to March 2020 are eligible to meet the match requirement. Expenditures must be tied to the project and be reasonable.
- Federal award project description: ARPA appropriated $195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund ("SFRF") to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states "to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19]." Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than $2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri

[6] "Subaward" is defined at 2 C.F.R. § 200.1.

[7] "Federal financial assistance" is defined at 2 C.F.R. § 200.1

[8] "Subrecipient" is defined at 2 C.F.R. § 200.1.

[9] "Pass-through entity" is defined at 2 C.F.R. § 200.1.

legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
    - Name: **Joanne Talleur**
    - Phone Number: **(573) 522-2851**
    - Email Address: **joanne.talleur@dps.mo.gov**
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: **N/A.**
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: **N/A**

IV. For grants exceeding $100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an 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.

(2) 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.[10]

____ ____________________
Signature of Grantee's Authorized Representative Date

____
Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**[11]

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (*see* Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id*. at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id*. at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–.327. These sections address Grantee's interaction with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for "Record Retention and Access," which should be read in concert with the several terms and conditions of this agreement. Subpart E, "Cost Principles," begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. *See* 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on "Reasonable Costs," 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id*. This subpart also provides a considerable listing of "Selected Items of Cost," and "General Provisions" for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. *See* 2 C.F.R. § 200.500 *et seq*. With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. *See* n.12 above, and the authorities there cited.

[10] Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

[11] 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id*. *See also* 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.

The City of Liberty missouri

CITY COUNCIL
ACTION REPORT
Meeting Date: March 27, 2023
A/R No.: 2023-448

Department: Administration **Submitted By:**

Subject: FAIRVIEW CEMETERY/BLOCK 174

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:
None