



Agenda

City Council Regular Session

Monday, April 24, 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. MOTION TO APPROVE THE PURCHASE OF A CARROUSEL AERATION GEARBOX FOR PLANT RESILIENCY FOR AN AMOUNT NOT TO EXCEED \$121,000.00
 - B. MOTION TO APPROVE PAYMENT TO HDLI FOR REIMBURSEMENT OF EXPENSES FOR INSTALLING PHASE II OF THE EVERLIGHTS SYSTEM
 - C. RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC BEVERAGES SERVICE APPLICATION TO JANICE MARSH FOR "A FAMILY CELEBRATION OF HER DAUGHTER'S WEDDING", A SMALL/PRIVATE EVENT TO BE HELD ON APRIL 29, 2023
- VIII. Public Hearings**
 - A. RESOLUTION APPROVING A SPECIAL USE PERMIT FOR AN 11,050 SQ. FT. ADDITION OF AN INDOOR STORAGE BUILDING WITHIN THE EXISTING FACILITY AT ATTIC STORAGE, 317 N. 291 HWY, IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 23-12SUP)
- IX. Ordinances, Contracts and Resolutions**
 - A. ACKNOWLEDGEMENT OF VENDOR PAYMENTS FOR THE PERIOD OF MARCH 31, 2023 TO APRIL 14, 2023
 - B. RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR LIBERTY HEARTLAND LOGISTICS CENTER, PHASE II AT SE CORNER OF SHEPHERD ROAD AND LIGHTBURNE STREET, IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 23-10FDP)
 - C. ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR LIBERTY HEARTLAND LOGISTICS CENTER, PHASE II, IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 23-11FP)
 - D. ORDINANCE APPROVING A CONTRACT WITH C & B EQUIPMENT FOR

THE PURCHASE OF WELLFIELD SERVICES FOR AN AMOUNT NOT TO EXCEED \$37,365.00

- E. ORDINANCE APPROVING A CONTRACT FOR EQUIPMENT AND INSTALLATION SERVICES WITH AMERICAN DIGITAL SECURITY FOR INDOOR AND OUTDOOR SECURITY CAMERA ADDITIONS AND UPGRADES AT THE LIBERTY COMMUNITY CENTER FOR AN AMOUNT NOT TO EXCEED \$12,290.19
 - F. ORDINANCE ACCEPTING A STORM MAINTENANCE COVENANT FOR LOT 3, OF LIBERTY HEARTLAND LOGISTICS CENTER DEVELOPMENT
 - G. ORDINANCE AMENDING ON CALL PROFESSIONAL ENGINEERING CONTRACT TASK ORDER NO. 6 WITH HDR ENGINEERING FOR THE WITHERS AND HOLT TRAFFIC SIGNAL DESIGN
 - H. ORDINANCE APPROVING AN AMENDMENT TO ORDINANCE NO. 11409 APPROVING AN AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE WITH BLACK AND MCDONALD, LLC
 - I. RESOLUTION RETIRING THE COMPOSITION OF THE CEMETERY ADVISORY COMMITTEE
 - J. RESOLUTION APPROVING & AUTHORIZING EXECUTION OF NATIONAL OPIOID SETTLEMENT AGREEMENTS & ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE STATE OF MISSOURI RELATING TO THE SETTLEMENT OF OPIOID LITIGATION
 - K. ORDINANCE APPROVING A PROPOSAL WITH WEATHER TECH RENOVATIONS FOR ANIMAL SHELTER ROOF REPAIRS
 - L. ORDINANCE APPROVING A PURCHASE ORDER WITH KNAPHEIDE TRUCK EQUIPMENT CENTER FOR THE PURCHASE AND INSTALLATION OF TRUCK BEDS AND SNOW PLOW EQUIPMENT
- X. Other Business**
- XI. Miscellaneous Matters from City Administrator**
- XII. Miscellaneous Matters from Mayor and City Council**
- XIII. Adjournment**

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



**CITY COUNCIL
ACTION REPORT**
Meeting Date: April 24, 2023
A/R No.: 2023-437

Department: Utilities

Submitted By: Matt Redenbaugh,
Operations Manager Wastewater

Subject: MOTION TO APPROVE THE PURCHASE OF A CARROUSEL AERATION GEARBOX FOR PLANT RESILIENCY FOR AN AMOUNT NOT TO EXCEED \$121,000.00

Summary:

- Purchase Carrousel Aeration Gearbox for plant resiliency for \$121,000.
- From DB Santasalo because the existing gearboxes are DB Santasalo and this would be the closest to matching the existing equipment.
- Purchase is necessary due to: extended lead times, the necessity of this equipment, and to gain resiliency so the outer gearboxes can be rebuilt.
- Current lead time is 33 weeks.

Background:

Aeration is how the carrousels remove nutrients. The wastewater plant is permitted to remove nutrients as part of the National Pollutant Discharge Elimination System or NPDES otherwise known as an operating permit. As of right now, there is no ability to maintenance the existing aerators because all equipment is in service and cannot be taken offline for an extended period, due to both Carrousels being online. By purchasing an additional gearbox, staff can temporarily take one of the carrousels out of service, have the existing gearbox removed, have the new one installed, and then have the existing gearbox rebuilt. This process will be repeated until all gearboxes have been rebuilt. Secondly, staff would have a rebuilt gearbox ready for service in the event of equipment failure.

DB Santasalo performed an inspection on January 10, 2023 on the aerator's gearboxes. During this inspection, it was communicated that the gearboxes should be inspected and some level of rebuild every five to six years due to bearing life, seals, etc. Staff requested the cost of a new aerator and the cost of rebuilds. Staff will investigate options as the time comes for the rebuilds. Gearboxes are used to provide gear reduction and to control rotation direction. Please note five percent (5%) is added to this quote due to unknown costs caused by inflation.

Previous Action (if applicable):

- Installation in 2016 / 2017 as part of the Wastewater Treatment Plant Construction.
- DB Santasalo performed a gearbox inspection on January 11, 2023.

Policy/Committee Review:

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

Financial Considerations:

Budgeted: x	Line Item:96.70.901.36.7501	Amount:\$121,000
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Purchase Carrousel Gearbox for Plant Resiliency Contract

AGREEMENT FOR SERVICES

This agreement is made and entered into this _____ day of _____ 2023, by and between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and, David Brown Santasalo of South Carolina as CONTRACTOR, for the Purchase Carrousel Gearbox GD3PVSF70MIX, as follows:

WITNESSETH: CITY and CONTRACTOR hereby agree that CONTRACTOR shall perform all services included in the project description provided by the CONTRACTOR, shall furnish all materials, and will perform the work at the location as specified in the project description. CONTRACTOR agrees to pay all taxes necessary to perform the work, shall secure all necessary permits, shall provide proof of workers' compensation coverage, shall provide a certificate of insurance indicating general liability insurance coverage in an amount of at least \$2,000,000 per occurrence, shall name the CITY as additional insured for general liability insurance coverage, and shall provide proof CONTRACTOR has a valid business/occupation license that entitles CONTRACTOR to do business within the corporate limits of CITY.

CITY agrees to pay CONTRACTOR for services performed a sum not to exceed one hundred twenty-one thousand DOLLARS AND 00/100 dollars (\$121,000), payable on completion of all work specified in the project description.

CONTRACTOR agrees to perform all work in accordance with CITY specifications, following all CITY code requirements, with all work to be performed in a work like manner acceptable to CITY, and to complete all work within 30 days of receipt of notice to proceed with the work.

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

Approved this ____ day of _____, 2023.

CITY OF LIBERTY, MISSOURI

BY _____

MAYOR

ATTEST:

DEPUTY CITY CLERK

CONTRACTOR

BY _____

AUTHORIZED OFFICIAL



**CITY COUNCIL
ACTION REPORT**
Meeting Date: April 24, 2023
A/R No.: 2023-466

Department: Administration

Submitted By: Claire Rodgers, Marketing
and Communications Manager

Subject: MOTION TO APPROVE PAYMENT TO HDLI FOR REIMBURSEMENT OF
EXPENSES FOR INSTALLING PHASE II OF THE EVERLIGHTS SYSTEM

Summary:

- Recommended Action: Approve payment to HDLI for reimbursement of holiday light expenses in an amount not to exceed \$82,937.
- The HDLI Board has selected Lights of Christmas (Holm Remodeling Company) for this project.
- This covers Phase II and completion of the transition to Everlights System holiday lights in downtown Liberty.

Background:

The Transient Guest Tax has supported Historic Downtown Liberty, Inc's installation and expansion of holiday lights in downtown Liberty since the tax was established (2016-2022). On average, this has been \$10,000 per year to expand the holiday lights around Downtown. The Downtown CID has been responsible for maintenance of the light system.

In 2022, HDLI started the transition from the traditional white bulb strand lights to the "Everlights System" of colorchanging LED light strips. The Transient Guest Tax contributed \$10,000 in 2022 and this new system was installed on the four sides of the square.

When budgeting for 2023, the Tourism Committee discussed paying in full for all of the remaining downtown lights to be switched over to the Everlights System. The Downtown CID will continue to be responsible for maintenance of the system moving forward.

A map of the proposed installation is included in the contract attachment - Exhibit A - on page 3.

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: 67.20.061.38.5823	Amount: Amount: \$82,937.
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Phase 2 HDLI Everlights Contract -SIGNED Contract 2023 (1)



Roofline Lighting Proposal

Prepared for Historic Downtown Liberty Incorporated



3/20/2023

Dear Historic Downtown Liberty Incorporated.

Lights of Christmas is pleased to provide you with the attached rooftop lighting proposal for the additional properties in the Historic Downtown Liberty area. We understand that this is a very important decision, and we are committed to giving our utmost to make this a lasting improvement and benefit to your property.

EverLights system has been the industry leader in pioneering innovation and product enhancements for several years and has been recognized as "**the best permanent Christmas lights**" by Business Insider 2 years in a row! We are excited for the opportunity to simplify and enhance your ability to decorate for holidays, events, and occasions worth celebrating throughout the year. Not only are we committed to the highest standards of craftsmanship and quality on the initial installation, but to the continued enjoyment of your lighting system through prompt and friendly customer service, continued product improvements, and reliable communication and product performance.

Through Everlights patented and proprietary design we have the unique ability to embed state-of-the-art LED lighting into existing features along your roof line. This creates the best value in the industry by eliminating the need for single design expensive track systems while also creating the most aesthetically appealing results in both the day and night without compromising the performance or warranty of your existing building features.

The attached proposal represents Lights of Christmas' formal offer to provide permanent accent lighting for the property described therein, upon the terms and conditions and pricing provided therein. Please take some time to download and explore the EverLights app and read reviews about us to see for yourself why Everlights is the industry leader. Should you have any questions about the scope or product options, please don't hesitate to contact me directly by way of email or phone.

Thank you for the opportunity to provide you with this lighting proposal. We very much look forward to the opportunity to work with you and to make your holidays a little brighter!

Ron Holm
Design Consultant
913.721.9977

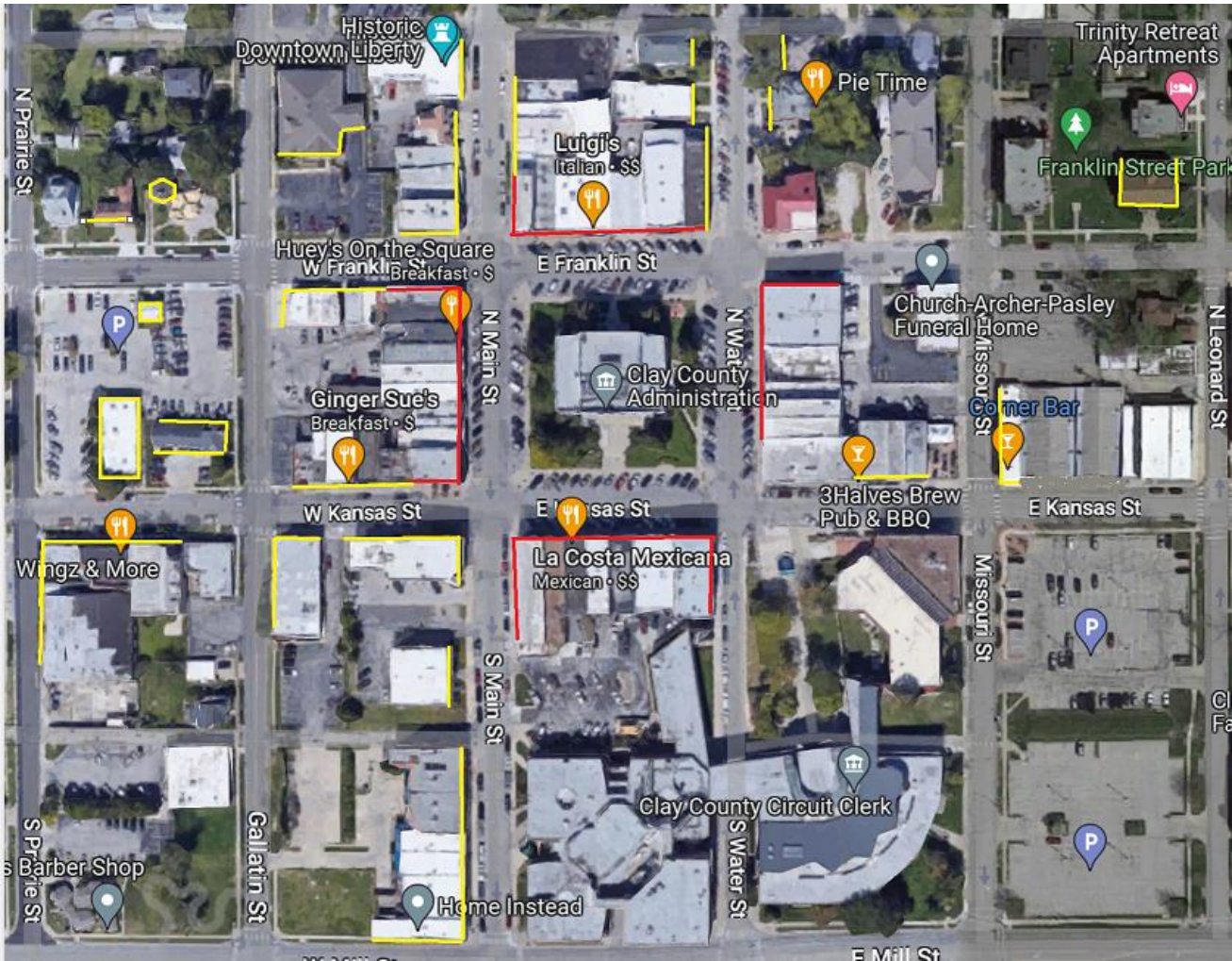


EverLights Proposal

EXHIBIT A

The following is our proposal for the project.

The scope of this project includes lighting the buildings as show in the Diagram below. Everlights already installed have been traced on the map in RED lines. The locations lighting will be added during this phase of the project is outlined in Yellow.



All of the lights being added for the phase of the project will be controlled by a single network bridge located on the rooftop approximately at 16 E Franklin Street.

All installations shall use existing fastener locations where possible, and all channel used shall be custom formed to best match the individual buildings to make the installation of the Everlights system blend into the appearance of the buildings.

Lights of Christmas prior to installation will develop a installation plan for each building location which will outline the type and color of channel if to be used, if any, and discuss any other installation options with the owners as the lighting system is updated. It is understood as this lighting system is simply updating and existing system no specific building owner permission is expressly required, but each owner will be contacted, and installation plans and methods will be communicated prior to installation.

This installation is to be 4210 feet of installed Everlights, using 20+ "zones" operated from a single bridge controlled exclusively by the HDLI staff.

Several locations, including but not limited to The Rotary Plaza at 110W Franklin Street, AG3 Architects at 110 N Main, and the Liberty Optometric Office at 15W Franklin Street may or may not have lights added beyond the scope of this project. Any additions to what is no show on the map will be at the sole expense of the property owner.

Note. This installation includes the Potter, Bologna, Blair Building at 118 N Water Street,

This phase of the installation DOES NOT include the following buildings which will not have Everlights installed for this phase of the project by HDLI.

- Kelly Law Firm 134 N Water Street,
- The back and side of the old bank/Clay County Government Building
- Back side of Liberty Optometric
- The back and sides of AG3 Architects
- Top/hip and ridge part of the Rotary Plaza Gazebo (lower/gutter is included in this contract)
- Brendles Barber Shop
- Hillcrest Hope Thrift Store
- Hoeffner's Auto
- Liberty Roofing
- Cody's
- Minimart/Macarena's
- City Hall



Installation Contract

This INSTALLATION CONTRACT (this “Agreement”) is hereby entered into this 3/20/2023 (the “Effective Date”), by and between Holm Remodeling Company, a Kansas Corporation doing business as Lights of Christmas (the “Contractor”), and Historic Downtown Liberty Incorporated (the “Owner”). Contractor and Owner are hereafter referred to individually as a “Party,” and collectively as the “Parties.”

RECITALS

A. WHEREAS, Owner Has the authority and permission of each building owner to install the Everlights System at the Address on attached Exhibit D;

B. WHEREAS, Owner has reviewed the Proposal, which is attached hereto as Exhibit A, and incorporated herein by this reference (the “EverLights Proposal”); and

C. WHEREAS, Owner desires to engage Contractor to furnish labor and materials, and to perform work at the Property necessary to complete the EverLights Proposal, as further described herein.

AGREEMENT

NOW THEREFORE, in exchange for the mutual terms and conditions set forth herein, Owner and Contractor hereby agree as follows:

- 1. Recitals.** The above recitals are incorporated by reference as set forth fully herein.



2. Work. Contractor shall furnish the material, labor, equipment, tools, and supervision (the “Work”) necessary to provide Owner with a complete installation of a year-round roofline lighting system (the “System”) on selected rooflines at the Site as specifically detailed and outlined in EverLight Proposal. Such System will include roughly 4210 feet of EverLights (plus any additional options, as applicable) and all necessary wiring and equipment for proper use. Lights of Christmas, at its cost, will go over 4210 feet by 10%. Material and labor needed beyond the additional 10% over 4210 feet to complete the project will be billed at the same cost/foot as established rate in the pricing table above. This Agreement and all of its Exhibits, and all Change orders executed after the Effective Date, shall be referred to herein as the “Contract Documents.”

3. Price and Payment.

3.1 Contract Price. In exchange for Contractor’s complete performance of the Work as defined herein, Owner agrees to pay Contractor the sum of **\$82,937.00** (the “Contract Price”). If the Work does not commence within sixty (60) days of the Effective Date, Contractor reserves the right to increase the Contract Price subject to Owner’s approval. In the event the Parties are unable to agree on a new Contract Price, either party shall have the right to terminate this Agreement with no further obligation to either party.

3.2 Deposit. Owner shall pay Contractor 60% of the Contract Price (the “Deposit”) on the Effective Date and prior to commencement of the Work, as such term is defined herein. The Deposit shall be credited against the Contract Price. Owner represents and acknowledges that it has sufficient funds, either personal or through lender financing, in an amount equal to the Contract Price.

3.3 Payment Schedule.

60% deposit due before work begins. **(\$49,762.20)**

20% payment due when 3000ft of lighting completed.**(\$16,587.4)**



Final Payment (20%) due upon completion of installation (**\$16,587.4**)

3.4 Late Payment. In the event Owner fails to make the Final Payment timely, a late charge in the amount of \$1000 will be charged to Owner (the "Late Payment"). In the event of non-payment within fourteen (14) days of the Completion Date, Owner Agrees to pay interest at the rate of 18% annually on all past due balances from the original due date, plus court costs and reasonable attorneys' fees, with or without suit, incurred in collecting any past due balance, and a collection fee of up to 40% of the principal balance if Owner's account is assigned to a collection agency. In the event Owner is charged a Late Payment, Contractor has the right at its sole discretion to nullify and void any discounts offered by Contractor.

3.5 Mobilization Fee. Unless otherwise provided herein or agreed upon by the Parties, in the event Contractor arrives at the Site to commence Work as agreed upon herein, and for any reason whatsoever unrelated to Contractor's own gross negligence recklessness, Contractor is unable to perform as scheduled and agreed upon, Owner shall be charged an amount equal to Two-Hundred (\$200.00) Dollars (the "Mobilization Fee"). Contractor has the right at its sole and absolute discretion to deduct the Mobilization Fee from the Deposit, regardless of Owner's right to receive a refund of the Deposit. In the event this Agreement is not terminated and a Mobilization Fee is charged as permitted herein, Owner shall pay to Contractor the Mobilization Fee within ten (10) days from the date that Work was intended to commence.

3.6 Method of Payment. Contractor accepts the following methods of payments:

a. Cash. Contractor accepts cash tender for the payment of the Deposit and the Final Payment.

b. Check. Contractor accepts personal checks for the Deposit and the Final Payment.



c. Credit Card. Final Payments made with a credit card will nullify and void any cash discounts offered by Contractor.

4. Change Orders. If Owner or Contractor requests, or one of the Parties believes that a change is necessary (a "Change"), then the Parties shall comply with the following procedure to reflect a Change in the Work:

4.1 The Party requesting or noting the Change shall write a description of the Change and give the other Party that writing;

4.2 Before proceeding with the changed work, unless excused by a delay as more specifically described in Section 4 herein, the Contractor shall provide Owner with a fixed-price written estimate of the cost and time impact of the requested Change;

4.3 Owner and Contractor shall execute a Change Order substantially in the form attached as Exhibit B, confirming their agreement with the Change, the fixed-price cost, and the extension of the Substantial Completion date, if any. If the Change cannot be performed on a fixed-price basis, the Change Order shall identify the agreed method of compensation.

5. Time.

5.1 Time of the Essence. Time of payment and performance are each of the essence of this Agreement. Notwithstanding the previous sentence, Contractor shall be allowed reasonable time in which to make delivery of materials and to commence and complete performance of the Work. Subject to any delays that may occur, whether to site condition or otherwise, Contractor shall commence Work within sixty (60) days of the Effective Date and substantially complete the Work within 60 days



5.2 Date of Commencement. The date of commencement shall be the date Contractor starts the physical performance of the Work. Owner acknowledges that the date of commencement may be delayed until: (i) written notice to proceed is actually received by Contractor; and (ii) Owner has obtained a firm loan commitment from lender (if applicable) and provided satisfactory proof of such loan to Contractor.

5.3 Delay Due to Condition of Site. Owner shall prepare and clear the Site so that Contractor can proceed unhindered with the Work and, notwithstanding any project schedule, Contractor shall not be required to commence the Work until the Site has been prepared to allow Contractor to complete the Work continuously and uninterrupted. If conditions are encountered at the Site which are: (1) physical conditions which materially affect Contractor performance of the Work, or (2) unknown physical conditions of an unusual nature, which materially affect Contractor's performance of the Work, then Contractor shall have the option in its sole discretion to (i) take such actions as reasonably necessary to alleviate such physical conditions, or (ii) require Owner to take such actions as Contractor deems necessary to commence Work. Any action taken under subsection (i) or (ii) herein shall be at the Owner's sole and exclusive cost, and in the event Contractor elects to take such actions that may be necessary, no Change Order will be required prior to commencing Work; Contractor shall add such costs incurred to the Final Payment. The Work shall commence within sixty (60) days of when the Site conditions are cured and proof of such cure in a form reasonably acceptable to Contractor is delivered to Contractor, or such other timeline as the Parties may agree. In the event Contractor elects to require Owner to take such actions as Contractor deems necessary to commence work as provided herein and Owner does not take such action within thirty (30) days, Contractor has the right to immediately terminate this Agreement.

5.4 Impracticality of Installment. Upon Contractor's arrival at the Site, in the event Contractor, in its sole and absolute discretion, deems commencement of the Work and installation of the System impractical, impossible, inappropriate, or could result in faulty installation, then Contractor has the right to immediately terminate this Agreement. If this



Agreement is terminated pursuant to this Section 5.4, Contractor shall not charge Owner the Mobilization Fee.

5.5 Force Majeure. Contractor is not liable for delays or lack of performance resulting from any causes beyond Contractor's control, including but not limited to, strikes, material shortages, labor disputes, war, natural disasters, pandemics, inability to obtain specified materials and subcontractors, actions, restrictions, regulations or orders of any government agency or subdivision thereof, unavailability or discontinuance of equipment or materials, weather conditions rendering prosecution of the Work unreasonably difficult, acts of God, or acts or omissions on the part of Owner. Any such delay shall extend the time for completion by a period of time equal to the length of such delay. Contractor shall be held harmless from and against any and all claims arising out of said delays. Owner shall comply with Contractor scheduling, installation technique and procedures, coordination of trades and sequences. In the event that Owner shall fail to maintain compliance therewith, Owner agrees to extend Contractor's time for completion of construction and to accommodate all delays in any way associated therewith, and the Contract Price shall be increased accordingly.

6. Contractor's Warranty.

6.1 Contractor's Warranty. Contractor warrants that the Work shall be in accordance with the Contract Documents and free from material structural defects and shall return and repair any Work not in accordance with the Contract Documents for a period of one 5 years from the Completion Date (the "Labor Warranty Period"). unless otherwise limited herein or terminated as provided in this Agreement. All product warranties related to lighting and various components shall be controlled by the limited warranty more specifically described [Exhibit C](#) (the "Limited Warranty"), which such Limited Warranty shall be incorporated here by this reference.

6.2 Cure of Defect. Except as otherwise provided for product warranties controlled by the Limited Warranty, if a defect is discovered within the Warranty Period, then Owner must notify



Contractor in writing within thirty (30) days following the discovery of that defect (the "Warranty Defect Notice"). Warranty claims should be directed to info@didyouseethoseantlers.com. To fully evaluate the claim, Contractor may ask Owner to provide, at Owner's sole and exclusive expense, pictures of Owner's claimed defect. Owner must provide Contractor with an opportunity to inspect and an opportunity to either cure the defect in a manner customary in the industry or to pay to Owner the cost of repair or replacement of the defect as estimated by Contractor. In no event shall Contractor's liability exceed the fair and reasonable cost of repair or replacement of the warranted defect. Contractor shall not be liable for any cost or expense incurred by Owner in remedying any warranted defects unless Contractor has been notified in writing and has been afforded the opportunity to cure the claimed defect or to pay the sums specified herein.

6.4 Termination of Labor Warranty & Non-Coverage. Owner acknowledges that in the event Contractor arrives to the Site to cure any defect pursuant to Section 6.2 and Owner, or any third-party, has taken any action whatsoever that in the sole discretion of Contractor (1) creates an impediment to Contractor's ability to access the System, (2) is a change to the Work performed by the Contractor, or (3) has damaged the System, then Contractor shall have no obligation to perform any curative actions and, at the election of the Contractor, the Labor Warranty Period shall immediately terminate. Furthermore, at the election of the Contractor, the Labor Warranty Period shall immediately terminate in the event the System or the Work are damaged from any causes beyond Contractor's control, including but not limited to, natural disasters, weather conditions, acts of God, or acts or omissions on the part of Owner.

7. Contact Methods. Contractor wants to stay in touch with Owner regarding Owner's account. Owner agrees, in order for Contractor to service Owner's account for future use of the System or to collect any amounts Owner may owe, Contractor may contact Owner by telephone at any telephone number, including wireless telephone numbers that Owner has or may attain, which could result in charges to Owner. Contractor may also contact Owner by sending text messages to any telephone numbers that Owner has or may attain, or email using any e-mail



address owned by Owner. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. Owner has read this disclosure and agrees that Owner may be contacted as described above.

8. Contractor's Performance. Contractor shall furnish all labor and materials to perform the Work as described in the Contract Documents in a good and workmanlike manner for the Contract Price.

9. Owner's Representations. Owner represents and warrants the following:

~~**9.1 Ownership of Site.** Owner owns the Site and that ownership will remain with Owner for the duration of this Agreement and the Contract Documents. Unless otherwise agreed in writing by the Parties, Owner shall be responsible for the establishment of property lines and for ascertaining knowledge of any restrictions affecting the real property.~~

9.2 Hazardous Materials. The Site is free of any and all hazardous materials, including but not limited to asbestos, mold, mildew or other toxic substances. In the event that such hazardous materials are discovered at the Site, Contractor shall be entitled to immediately suspend performance without liability until Owner, at its sole expense, performs or has performed adequate treatment to eradicate the hazardous material(s), and has adequately compensated Contractor for any costs or damages incurred by Contractor due to Contractor's suspension of performance. If the presence of hazardous materials cannot be remedied to Contractor's satisfaction within thirty (30) days of discovery, Contractor shall have the right to terminate this Agreement and recover whatever damages are available under law.

10. Owner Acknowledgements.

10.1 Owner has selected EverLights products and the System, and hired Contractor to supply, install, and train Owner on basic functions.



10.2 Owner understands and agrees that Contractor assumes no liability or responsibility for any curative steps taken under Section 5.3 to alleviate any physical condition of the Site to ensure Contractor's ability to perform the Work, so long as such curative actions do not result in actionable or permanent damage to the Site. As an example, Contractor will not be liable for any chemical sprays applied to the Site to remove a bee hive, wasp nests, or act as other insect repellants in order to allow Contractor to perform the Work if such spray leaves a temporary residue on the Site.

10.3 Owner understands and agrees that in furtherance of the Work, Contractor must physically access the Site and walk on the roof. Contractor has no responsibility for cleaning the premises beyond cleanup as provided in Section 12, including but not limited to removing any trace of Contractor's presence on the Site such as footprints or otherwise, when such does not qualify as the required cleanup as provided herein, or actionable or permanent damage to the Site.

10.4 Owner has closely reviewed the Lights of Christmas Proposal, including the design and style of installation of the System at the Site and Owner understands that Lights of Christmas shall not be liable under any circumstance for the final appearance of the System on the Site so long as the installation of such System is compliant with the Lights of Christmas Proposal.

11. Marketing. Contractors reserves the right to any and all photographs taken by Contractor on the Site from commencement to the Completion, and shall have all ownership rights to said photographs. Owner agrees to allow Contractor to return to the Site within three (3) months of the Completion Date to shoot professional photography. Any photographs taken of the Site may be used by Contractor for marketing purposes. Further, Owner grants Contractor permission to share Owner's address with perspective customers for perspective customers to view the lights at their discretion.



12. Owner Responsibilities.

12.1 In furtherance of Contractor's Work, Owner agrees to allow Contractor reasonable use of Owner's utilities, including but not limited to electricity and wi-fi, while at the Site, at Owner's sole and exclusive cost.

12.2 Owner is fully responsible for the compatibility and maintenance of the wireless network at the Site with the System. The System is designed to be compatible with an extensive list of network routers/switches, but Contractor makes no representation or assurance, expressed or implied, of a wireless connectivity guarantee. Use of the System may require maintenance, including but not limited to, re-establishing connectivity by Owner. Additional equipment beyond that listed in the pricing table may be required for use of the System on the Site at Owner's sole and exclusive expense.

12.3 Owner agrees to be present at (1) the beginning of installation at commencement to review wire paths, and (2) the Completion Date for hands-on training of the System and final payment as provided herein.

13. Clean Up. Contractor shall clean the Site and remove all rubbish, garbage, refuse, and its equipment, tools, machinery, waste, and surplus materials from the Site upon completion of the Work. Contractor shall further fix and repair any damage caused to the Site during the Work.

14. Owner Supplied Fixtures and Materials. Contractor cannot and will not warrant any Owner-supplied materials or Owner-performed labor (whether new or used). If Owner-supplied fixtures or materials fail due to a defect in the materials or fixtures themselves, Contractor will charge for all labor and materials required to repair or replace both the defective materials or fixtures, and any surrounding work that is damaged by these defective materials. Such additional charges shall be added to the Final Payment.



15. Indemnification. Owner, hereby knowingly and voluntarily, on behalf of himself/itself and his/its past and present partners, consultants, agents, employees, agents, representatives, attorneys, servants, successors, assigns, and affiliates (collectively, "**Affiliates**"), hereby fully, forever and absolutely, irrevocably and unconditionally, releases, and discharges, acknowledges the satisfaction of, and holds the Contractor, any subcontractor engaged pursuant to Section 2.1, and each of its Affiliates harmless from, and covenants and agrees to indemnify and defend the Contractor, any subcontractor engaged pursuant to Section 2.1, and its Affiliates against, any and all claims, demands, rights, actions, proceedings, promises, obligations, agreements, liabilities, liens, accountings, causes of action, claims for relief, damages (including any consequential, exemplary, punitive or treble damages), costs, expenses (including reasonable fees and actual disbursements by attorneys, consultants, experts or other representatives and litigation costs), or suits of any kind, whether foreseen or unforeseen, known or unknown, contingent or actual, liquidated or unliquidated, legal or equitable, in tort or contract, whether statutory or common law, and howsoever created, evidenced, arising or incurred, which it now has or has ever had against, arising from, based on, related to or are otherwise attributable to Owner's ownership of the Site or defects to the Site arising prior to commencement herein, any damage to the Property as a result of the Work arising out of any acts or omissions of the Owner, or due to the design or appearance of the Work which was approved by the Owner pursuant to Owner's review of the EverLights Proposal.

16. Terminate by Contractor for Cause. In addition to Contractor's right to terminate this Agreement pursuant to Sections 3.1. 5.3 and 9.2 herein, Contractor may terminate this Agreement for cause if Owner breaches any material provision of the Contract Documents. Prior to terminating this Agreement for cause under this Section, Contractor shall first provide Owner five (5) days written notice of the alleged breach. If Owner fails to cure the breach within five (5) days of receipt of such notice, or fails to commence and diligently continue with cure efforts if the breach cannot reasonably be cured within five (5) days, the Contractor may terminate this Agreement.



17. Miscellaneous.

17.1 Binding Effect. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, personal representatives, successors, and permitted assigns.

17.2 Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any Party without the prior written consent of the other Party.

17.3 Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement must be in writing and are conclusively deemed to have been duly given: (i) when hand delivered to the other party; (ii) when received if sent by facsimile or electronic mail to the number or the email address set forth below, provided that the sending party receives a confirmation of delivery; (iii) three (3) business days after deposit in the U.S. mail with first class or certified mail receipt requested, postage prepaid and addressed to the other party; or (iv) forty-eight (48) hours after deposit with an internationally recognized overnight delivery service, postage prepaid, addressed to the other party as set forth below with next business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. A party may change or supplement the addresses, facsimile numbers and email addresses provided in its signature block below, or designate additional addresses, facsimile numbers or email addresses, for purposes of this Section by giving the other party written notice of the new address, facsimile numbers or email addresses in the manner set forth above.

TO CONTRACTOR:
Holm Remodeling Company

18730 E 174th
Basehor KS 66007



Phone: 913.721.9977

Email: ron@didyouseeantlers.com

TO OWNER:

Historic Downtown Liberty Inc.

118 N Main St, Liberty MO 64068

Phone: 816.781.3575

Email: info@historicdowntownliberty.org

17.4 Amendments. Except as otherwise provided herein, this Agreement may be amended only by an instrument in writing executed by all the Parties, which writing must refer to this Agreement.

17.5 Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

17.6 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.



17.7 Electronic Signatures. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, will be the same as delivery of an original. At the request of any Party, the Parties will confirm electronically transmitted signatures by signing an original document.

17.8 Further Assurances. Each Party agrees to execute and deliver such other documents and to do and perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish the purposes of this Agreement.

17.9 Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

17.10 Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the Party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

17.11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, without regard to conflict-of-laws principles.

17.12 Arbitration. The Parties agree that upon written notice of any dispute, the Parties shall attempt to resolve it promptly by good faith negotiations. If the Parties are unable to resolve the dispute within thirty (30) days or such other timeframe and the Parties may agree, then either Party may submit a "Notice of Arbitration" (the "Notice") signifying that the negotiation was not successful and to commence the mediation process. After receipt of the Notice, any dispute, controversy, or claim arising out of or relating to this Agreement must be settled by arbitration. Unless the Parties otherwise agree, the arbitration will be administered by the American Arbitration Association pursuant to the Commercial Arbitration Rules and Mediation Procedures. Judgment on the award rendered by the arbitrator may be entered in the



circuit court in the county in which the arbitration occurs, and the resolution of the disputed matter as determined by the arbitrator will be binding on the parties. There will be one arbitrator who will be a retired federal or state judge with a minimum of ten years of judicial experience, business lawyer, or will have such alternate qualifications that are mutually agreeable to the parties. Any arbitration will be conducted in Basehor Kansas, in accordance with the following provisions:

a. Arbitration proceedings under this Agreement may be consolidated with arbitration proceedings pending between other parties if both arbitration proceedings arise out of the same transaction or relate to the same subject matter. Consolidation will be by order of the arbitrator in any of the pending cases or, if the arbitrator fails to make such an order, the parties may apply to any court of competent jurisdiction for such an order.

b. The arbitrator will have authority to issue preliminary and other equitable relief.

c. Unless otherwise limited by the terms of this Agreement, the arbitrator will have the authority to award any remedy or relief that a Kansas court could order or grant, including specific performance of any obligation created under this Agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process, except that the arbitrator will not have authority to award punitive damages or any other amount for the purpose of imposing a penalty as opposed to compensating for actual damage suffered or actual loss incurred.

The arbitration award must be in writing, must be signed by the arbitrator, and must include a statement regarding the disposition of any claim. The award must be kept confidential to the fullest extent permitted by law.



17.13 Attorney Fees. The prevailing party in any action brought in connection with this Agreement shall be entitled to recover costs and reasonable attorneys' fees from the non-prevailing party.

17.14 Exhibits. The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

17.15 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

17.16 Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing this Agreement shall not construe it against one Party more strictly by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent or counsel prepared such document, it being agreed that the agents and counsel of all Parties have participated in the preparation of this Agreement, and that all Parties were afforded adequate opportunity to consult legal counsel prior to execution of this Agreement.

17.17 Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

I have read and understood, and I agree to, all of the terms and conditions in the Agreement above.



By: [Historic Downtown Liberty, Inc.](#)

Address: 118 N. Main Street, Liberty MO 64068

Email: info@historicdowntownliberty.org

Phone: 816-781-3575

Date: [March 21, 2023](#)

Signature: *Danelle O'Connell, Executive Director*



EXHIBIT B

CHANGE ORDER

1.Order Number: _____

2.Date: _____

3.Contractors:Holm Remodeling Company DBA Lights of Christmas

4.Contractors Address: 18730 E 174th Basehor KS 66007

5.Job

Description: _____

6.Property Address: [Customer Address]

7.Contractors hereby agrees to make the change(s) specified below:



8.Fixed Price of Change(s):

Add: \$_____

Deduct: \$_____

9.Previous Change Orders: \$_____

10.Reason for Change:

11.Estimated Contract Time Extension: _____

12.New Estimated Completion Date: _____

13.Acceptance: The terms of this Change Order are satisfactory and are hereby accepted:

CONTRACTOR:

Holm Remodeling Company dba Lights of Christmas



By: Ron Holm, Manager

OWNER:

Historic Downtown Liberty, Inc.

118 N. Main Street, Liberty, MO 64068

By: *Danelle O'Connell, Executive Director*

EXHIBIT C

5-YEAR DEALER INSTALLER LIMITED WARRANTY

What is covered, and for how long?

Lights of Christmas offers a 5-year limited warranty on the installation workmanship and defect for the lighting, controls, and power supplies for the Everlights RGB lighting system. This is the Dealer Installer Warranty and is provided by Lights of Christmas and not Everlights Inc. The Lights of Christmas Warranty is effective for a period of 5 years from the date of installation of the EverLights product.



The Lights of Christmas Warranty covers the installation workmanship and replacing any lights or products which are defective due to improper installation or manufacturer defect. If the installation workmanship is defective, or there is a manufacturer defect, which causes the EverLights product not to function as designed or causes visible damage to the EverLights products, Lights of Christmas will repair/replace the EverLights products as needed under this Limited 5 year Warranty.

Exclusions and Limitations

The Everlights Bridge installed inside your home is not covered under this warranty for any kind of water or liquid damage. The lights, power boosters, data buffers, and power supplies are sealed and rated for outdoor use and can be exposed to rain, wind, and snow. However, they are not designed to be used underwater. Lights damaged by standing water in gutters are not covered by this warranty.

Lights which are damaged for any reason unrelated to the installation performed by Lights of Christmas of the EverLights product, repair/replacement is not covered by this Warranty.

If you are having your roof, gutters, or areas near the EverLights products worked on or replaced, please contact us to discuss protecting the lights from damage. The Lights of Christmas Warranty does not cover damage to EverLights products due to any cause or condition beyond control of Lights of Christmas. Some examples of damaged or malfunctioning lights that are not covered by this Warranty are:

- Damage unrelated to installation
- Electrical fluctuations / surges
- Lightning strikes
- Improper roof or gutter drainage
- Objects or persons striking home
- Improper house/building electrical circuitry
- Work performed on roof/gutters
- Work performed on house/building
- Acts of God, storms, fire, accidents
- Wind damaging home and thus Everlights



In addition to the above, any compensation offered by Lights of Christmas will not cover any physical damage to the property, including but not limited to the surface of which EverLights Products were installed.

If repairs are needed that are not covered by the warranty, time and materials and may be charged at a rate agreed upon before the products are repaired and/ or replaced.

Claims Process

To make a claim under this warranty, the Covered Owner is required to do so within thirty (30) days after discovering the problem, failure, or defect. Warranty claims should be directed to info@didyouseethoseantlers.com

Compensation

Under the terms of this Limited Warranty, the manner of compensation is at the sole discretion of Lights of Christmas and may be issued in the following forms

- Repair the failure or defect
- Refurbish or replace EverLights product or part; or
- Cash reimbursement (if EverLights Product has been discontinued or is no longer available).

Lights of Christmas reserves the right to utilize new or refurbished products or parts in the warranty repair or replacement process. All products and parts will be equal in function and performance to an original product or part, as determined by Lights of Christmas in its sole discretion. The warranty of the new or refurbished parts are warranted for the remainder of the original Warranty Period.

Note: In the event of cash reimbursement, the cost will be determined by the cost of the EverLights Product at the original time of purchase.

Transfer of Warranty

This warranty is transferable to the new owners or property managers if the building on which the Everlights is installed.

No Modifications to this Warranty

The terms of this warranty may be subject to change without further notice to you. In the event of any change to this warranty that may affect you as the Covered Owner, Lights of Christmas will notify you in writing of such change.

This warranty may not be changed or modified in any manner whatsoever except as otherwise expressly provided in the preceding paragraph. Under no circumstance will any term of this warranty be changed or modified if not done via a written communication to you directing you to the official Lights of Christmas warranty page. As an example, this warranty may not be changed by electronic mail (unless such electronic mail directs you to the warranty page), text message, phone call, oral conversation, or any other method of communication.



Furthermore, under no circumstance may any individual, whether or not directly or indirectly involved with Lights of Christmas as an officer, agent, representative, employee, contractor, installer, or builder, assume any additional liability or responsibility on behalf of Lights of Christmas as to the EverLights Products warranties, nor may any such individual modify or change the terms of this warranty in any way or manner.







**CITY COUNCIL
ACTION REPORT**
Meeting Date: April 24, 2023
A/R No.: 2023-497

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC BEVERAGES SERVICE APPLICATION TO JANICE MARSH FOR "A FAMILY CELEBRATION OF HER DAUGHTER'S WEDDING", A SMALL/PRIVATE EVENT TO BE HELD ON APRIL 29, 2023

Summary:

- LIBERTY COMMUNITY CENTER (LCC) ALCOHOLIC BEVERAGES SERVICE APPLICATION TO JANICE MARSH FOR A SMALL/PRIVATE EVENT TO BE HELD ON APRIL 29, 2023 FROM 2:00 P.M. TO 4:00 P.M.
- WRITTEN NOTICE OF THE REQUEST WAS PROVIDED TO THE LIBERTY SCHOOL DISTRICT (ONLY PROPERTY OWNER WITHIN 100 FEET OF THE PROPOSED LOCATION).

Background:

Section 311.080 of the Missouri Revised Statutes states that "No license shall be granted for the sale of intoxicating liquor, as defined in this chapter, within one hundred feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent in writing of the board of alderman, city council, or other proper authorities of any incorporated city, town or village. Such consent shall not be granted until at least ten days' written notice has been provided to all owners of property within one hundred feet of the proposed licensed premises."

Janice Marsh is hosting a "Family Celebration of her Daughter's Wedding", a small/private event to be held on April 29, 2023 from 2:00 p.m. to 4:00 p.m. The applicant has completed a LCC Alcoholic Beverages Service Application, requesting authorization to serve alcohol at the event. This is a small event, so a Catering Permit is not required. In accordance with the statute, written notice was provided to the Liberty School District (only property owner within 100 feet of the proposed location) on April 10, 2023 notifying them of the application and the meeting date that Council will consider the application. Staff has confirmed School District receipt of the notice (no other district events in the Community Center that day).

Previous Action (if applicable):

Policy/Committee Review:

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

Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

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

Attachments:

1. RESOLUTION LCC liquor application_Janice Marsh

RESOLUTION NO. _____

A RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC
BEVERAGES SERVICE APPLICATION TO JANICE MARSH FOR “A FAMILY
CELEBRATION OF HER DAUGHTER’S WEDDING”,
A SMALL/PRIVATE EVENT TO BE HELD ON APRIL 29, 2023

WHEREAS, a Liberty Community Center Alcoholic Beverages Service
application has been duly and properly presented to City Council; and

WHEREAS, the City Council finds that the application conforms to the standards
and requirements of the Alcoholic Beverage Policy for Liberty Parks and Recreation
Facilities; and

WHEREAS, Section 311.080 of the Missouri Revised Statutes states that no
license shall be granted for the sale of intoxicating liquor, as defined in this chapter,
within one hundred feet of any school, church or other building regularly used as a place
of religious worship, unless the applicant for the license shall first obtain the consent in
writing of the board of alderman, city council, or other proper authorities of any
incorporated city, town or village; and

WHEREAS, in accordance with Chapter 311 of the Missouri Revised Statutes, 10
days’ written notice was provided to all owners of property within 100 feet of the
proposed premises;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Liberty, Clay County, Missouri, that the LCC Alcoholic Beverages Service Application is
approved and consent is hereby granted to Janice Marsh for “A Family Celebration of
her Daughter’s Wedding”, a small/private event to be held at the Liberty Community
Center on April 29, 2023 from 2:00 p.m. to 4:00 p.m.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 23-12SUP

Staff: Katherine Sharp, Director of Planning and Development

Date: April 24, 2023

GENERAL INFORMATION

Application:	Special Use Permit for Attic Storage, 317 N. 291 Hwy. 11,050 sq. ft. addition of an indoor storage building within the existing facility.
Applicant:	Ron Cowger 405 S. Leonard, Ste. D Liberty, MO 64068
Owner:	Attic Storage of Liberty PO Box 3807 Olathe, KS 66063
Location:	317 N. 291 Hwy
Site Acreage/Building size:	7.21 acres / 11,050 square foot building
Existing Land Use/Zoning:	Self-Storage/ C-3, "Highway Business"/C-2 "General Business"
Future Land Use Map:	Commercial
Neighboring Land Use/Zoning:	North: Existing Storage Facility / C-2, "General Business" South: Existing Storage Facility / C-3, "Highway Business" East: Copper Ridge Apartments/PD, "Planned Development" West: Existing Commercial along 291 / C-3, "Highway Business"
Public Notice:	Legal Notice printed in Courier Tribune-March 23 Letter sent to property owners within 185 ft. on March 24 Sign Posted on site on March 24
File Date:	March 3, 2023

CASE HISTORY

Building permit information shows several buildings constructed on this site in 1998.

P&Z Case 13-44A – An application to amend the Future Land Use Map from Mixed Use to Commercial for the eastern 2.50 acres of 421 N 291 Highway was approved by City Council in November 2013.

P&Z Case 13-51R&PDP - An application to rezone 4.13 acres from R-1C, Standard Single-Family Residential district to C-2, General Business district and a Preliminary Development Plan for 7.67 acres at 421 N 291

Highway was approved by City Council in January 2014.

P&Z Case 15-08PDP-A – An application to revise the Preliminary Development Plan for North Haven Center was approved by City Council in March 2015

P&Z Case 15-09PP – An application for Preliminary Plat for North Haven Center/Attic Storage was approved by City Council in March 2015.

P&Z Case 15-18FDP: Final Development Plan for 48,000 sq. ft. addition was approved by the City Council in May 2015.

PROJECT DESCRIPTION

The applicant is requesting approval of a Special Use Permit for the construction of an approximately 11,050 square foot building to be used as a storage facility. The new building will be located in the center of the applicant's property located at 317 N. 291 Hwy internal to the existing storage facility. The visibility of the new building from 291 Hwy is expected to be minimal based upon its location to the rear of the property and its use of the existing topography. The proposed location maintains the same 50 foot distance from the property line as other storage buildings on the site. The proposed use is compatible with the use, scale, orientation and setback of buildings in the general vicinity.

SITE ANALYSIS

Use

The proposal is an 11,050 square foot building addition to an existing storage facility for indoor self-storage.

Site Layout/Access

As proposed, the new storage building would sit in between the existing storage buildings at the center of the site and be accessed by a private drive through the center of the site.

Building Design

The building consists of two stories above grade on the west end, with a single story visible from the east. The building façades (Exhibit C) will consist of stucco embossed wall panels that match the existing buildings on the site.

Landscaping

The applicant has proposed to add 10 trees in a landscaping bed on the east end of the building and 13 shrubs in a landscaping bed on the northwest corner. The site still meets the required open space requirements by providing 25.2% open space. The site as proposed meets the standards of the UDO for landscaping and open space.

PUBLIC INFRASTRUCTURE

Streets

The site has direct access to N. 291 Hwy via the existing private drive.

Sanitary Sewer

Sanitary sewer service is available to the site via a public main along N. 291 Hwy.

Water

Water service is available to the site via a public main along N. 291 Hwy.

Stormwater

Stormwater will continue to be collected on site via pipes and discharged at acceptable rates.

STAFF ANALYSIS

In accordance with Section 30.25, Special Use Permit, of the Liberty *Unified Development Ordinance* (UDO), staff's analysis of a special use permit application is guided by Section 30-25.3, which provides six findings to which each application must conform:

1. The proposed use is consistent with the intent of the City's Comprehensive Plan.

The proposed use appears to be consistent with the intent of the Comprehensive Plan to provide a Vibrant Economy in Liberty. Our Comprehensive Plan, *Leading Liberty Forward* (2023), states that a Vibrant Economy is one of the City's Core Values. The section on Vibrant Economy states that it is "*essential to provide opportunities for new businesses and allow existing businesses to sustain or expand their operations while supporting a strong tax base.*" Staff believes this application exemplifies this value.

2. The proposed use is one specifically permitted by this article or, as an exception, any previously granted special use permit may be considered for renewal.

This application is being reviewed as allowed by Section 30-25.5, Special use permit, uses to be considered, 47) *Storage Facilities*.

3. The proposed use does not adversely impact the public health, safety, comfort or general welfare.

Staff feels the storage use will have minimal effect on the neighboring properties. The site currently is being used as a self-storage business and the addition of this building will not change how the site is being used.

4. The proposed use conforms to all conditions and performance standards as set forth herein.

Section 30-25.5 (47) *Storage Facilities* in accordance with the following provisions:

- a. The business is in the C-3, M-1, or PD zoning district;
- b. The business is not within 200 feet of a residentially zoned property; and
- c. Parking may be determined on as as-needed basis.

The overall property is zoned both C-2 and C-3. The location of the proposed new structure is in both zoning districts. UDO Section 30-43, *Boundaries of Districts*, states that where a district boundary line divides a lot, the zoning classification of the larger portion may be interpreted to extend into the smaller portion a distance of 25 feet. In this instance, the existing lot is 70% C-3 zoning district. This allows, by code, the C-3 to expand 25 feet thus encompassing the new building. The property is appropriately zoned for this use.

The current facility has existed in this location prior to the apartment complex to the east and is considered a legal non-conforming use. The addition of this building does not increase the overall footprint of the storage facility use nor does it encroach into the existing buffer between this facility and the apartment complex.

Staff believes the intent of the performance standards are met with this proposal and no variances are proposed with this application.

5. The proposed use does not adversely impact the public infrastructure system.

The proposed building should not adversely impact the public infrastructure system. The use currently exists on the site and has access to all public facilities that are required.

6. The proposed use is compatible with the use, scale, orientation and setback of properties in the general vicinity.

The proposal appears to be compatible with the use, scale, orientation and setback of properties in the general vicinity in that this storage complex already exists and this additional building will be placed in the middle of the site not viewable offsite.

STAFF RECOMMENDATION

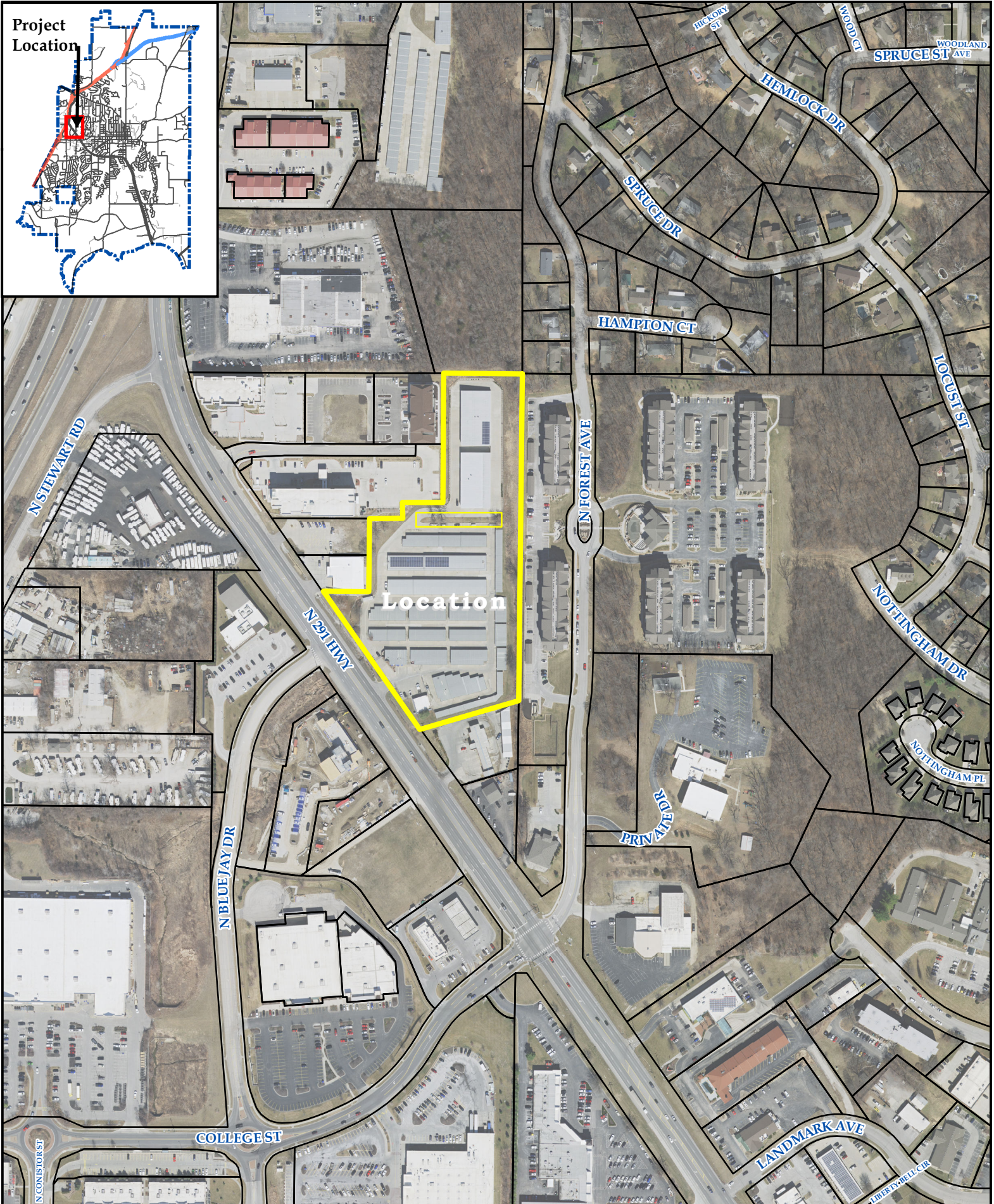
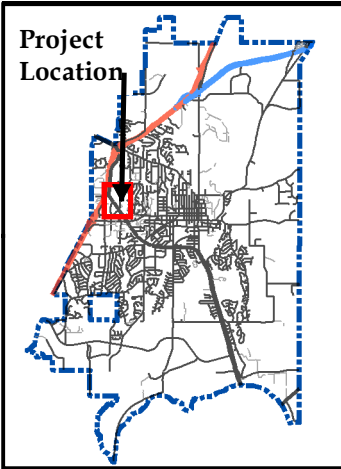
Staff finds that this application meets the standards of review for a Special Use Permit in Section 30.25 in the UDO and recommends approval of P&Z Case 23-12SUP.

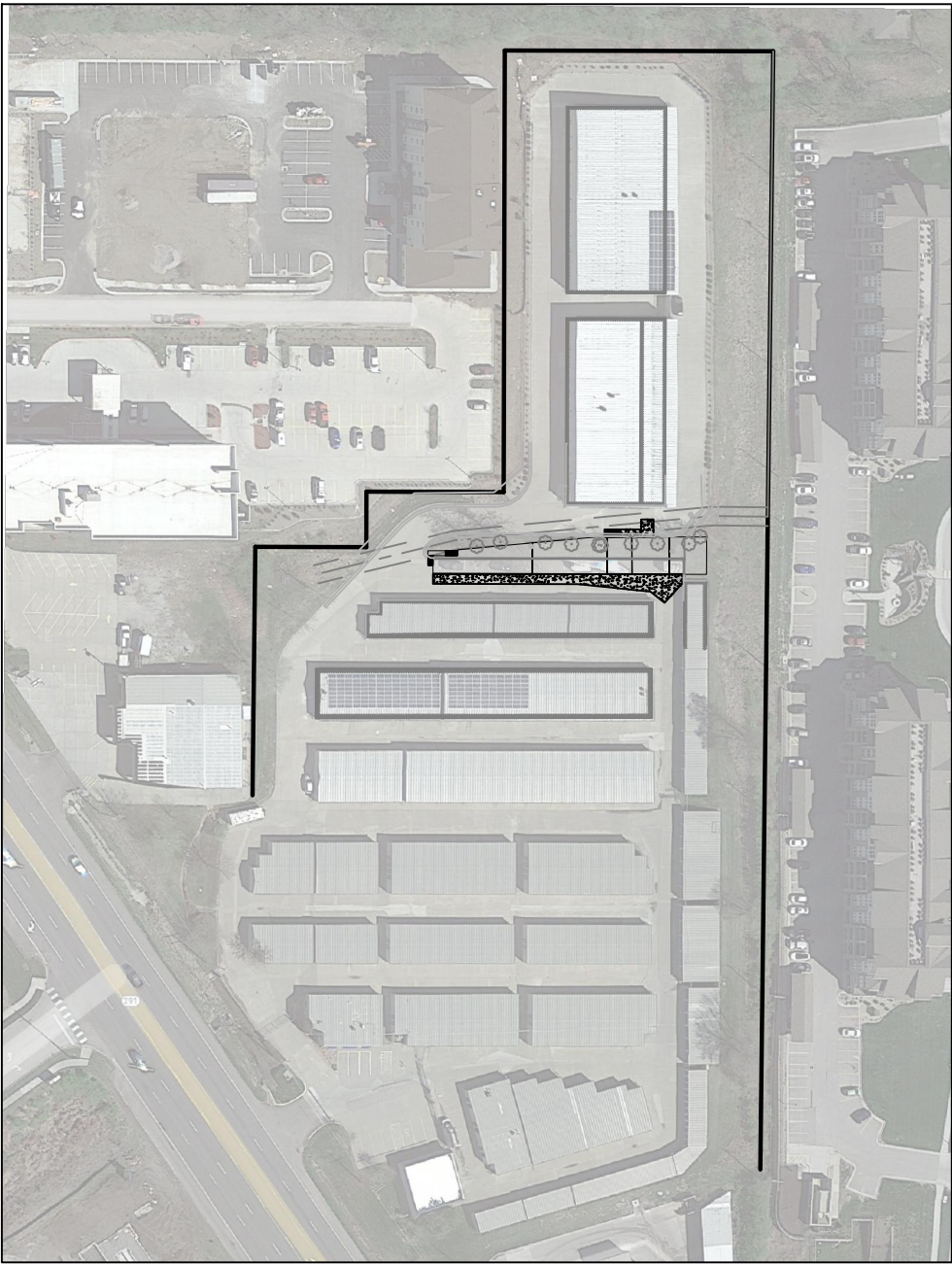
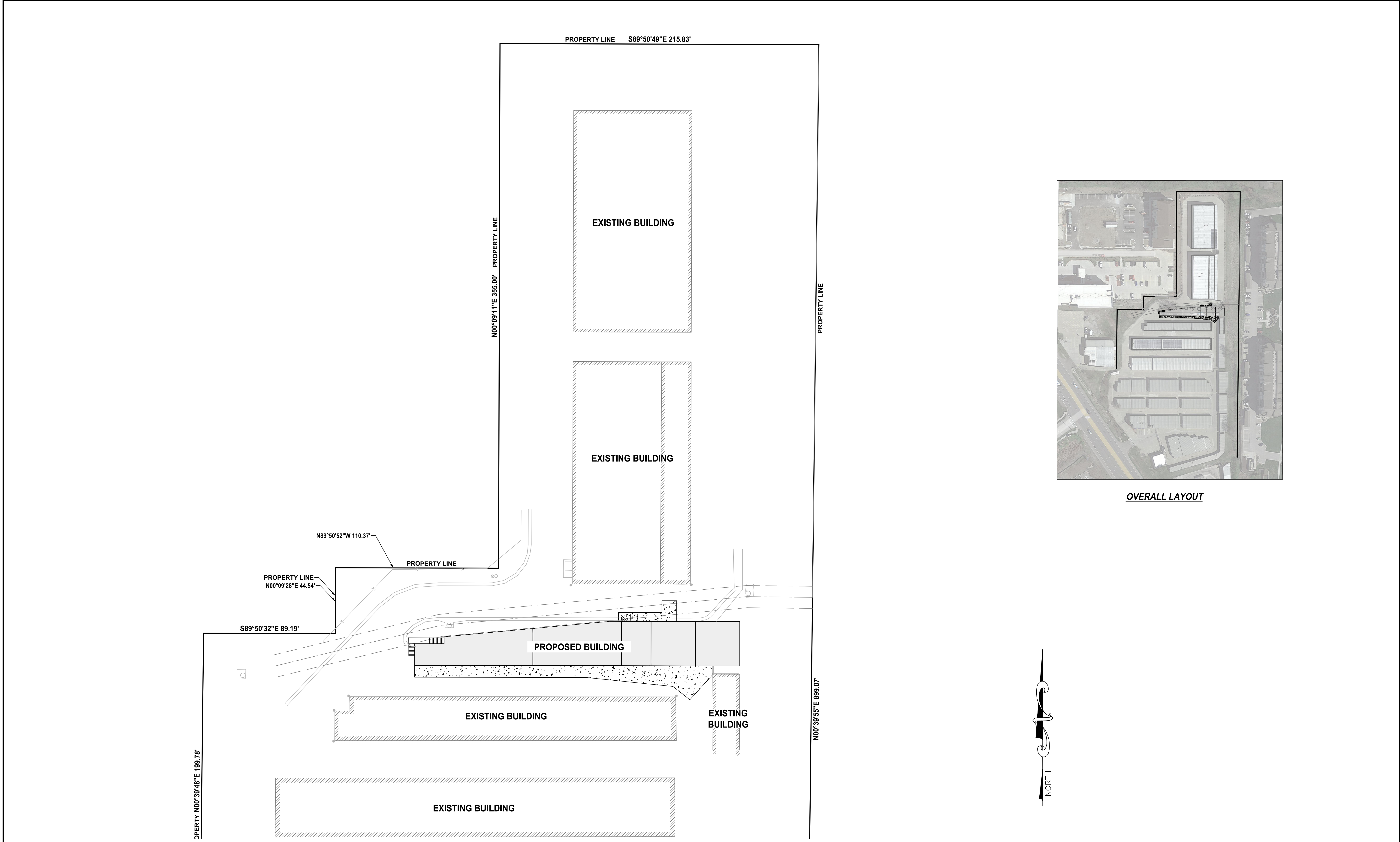
PZ RECOMMENDATION

At its April 11, 2023 meeting, the Planning Commission voted 6-0-0 to recommend approval of P&Z Case 23-12SUP as presented in the staff report.

ATTACHMENTS

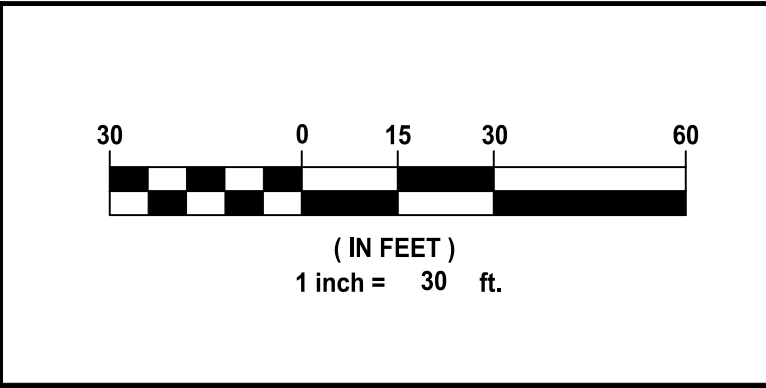
Exhibit A:	Vicinity Map
Exhibit B:	Site Plan
Exhibit C:	Elevations
Exhibit D:	Landscape Plan
Exhibit E:	Applicants proposal
Exhibit F:	PZ Minutes Excerpt
Exhibit G:	Resolution





OVERALL LAYOUT

BY	REVISION	DATE
RC/ACA	FOR REVIEW	3-3-23



AGC Engineers, INC.

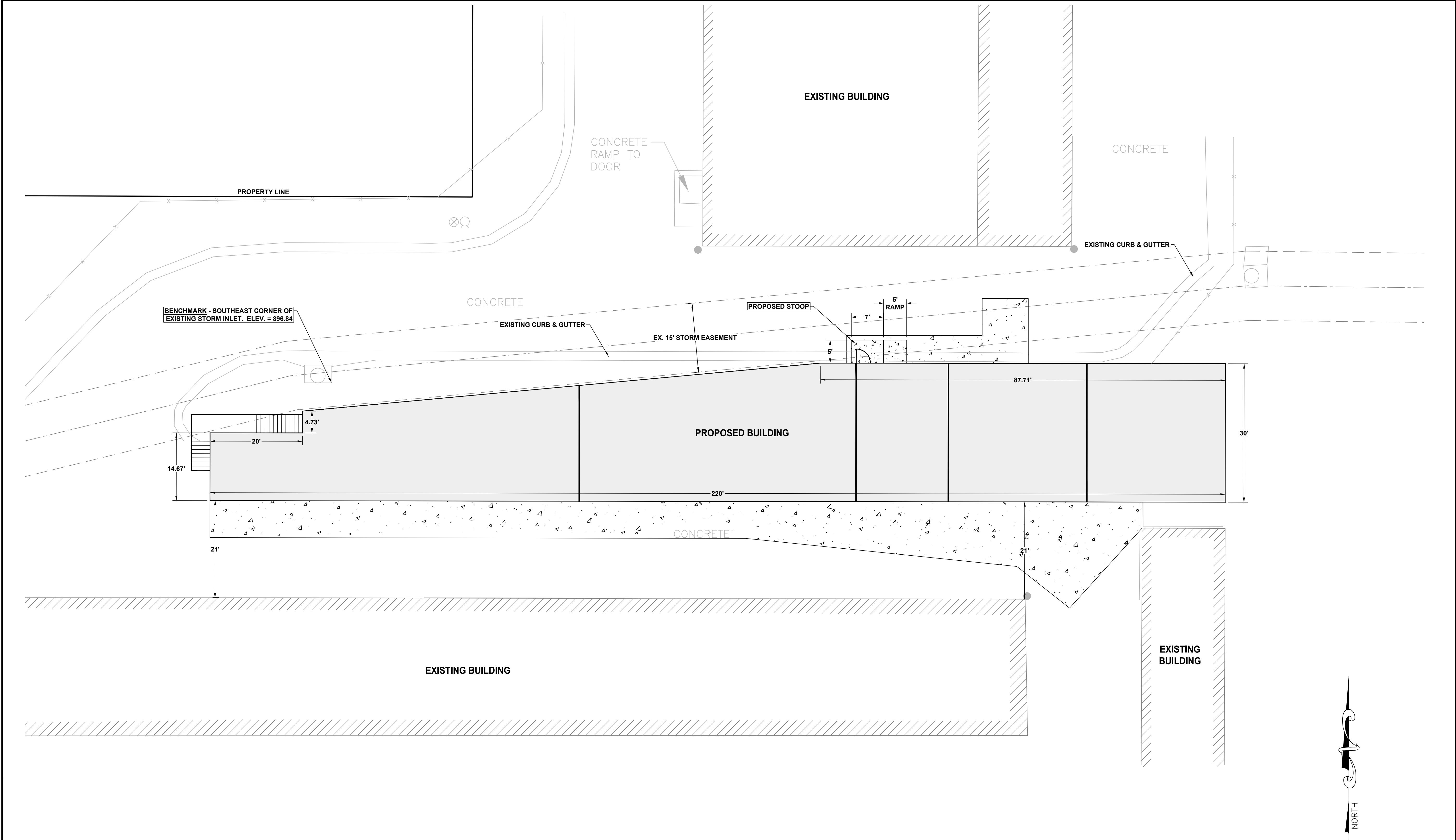
405 S. Leonard St., Suite D
Liberty, Missouri 64068

816.781.4200 ■
fax 792.3666

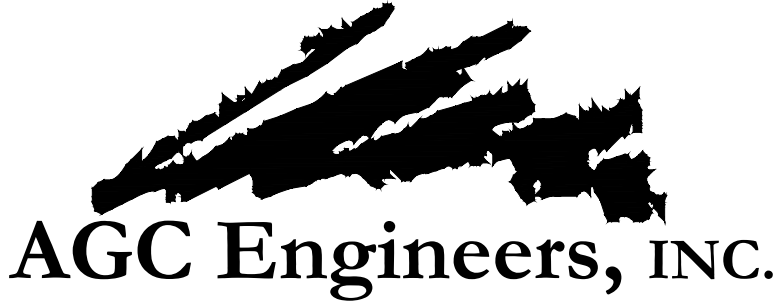
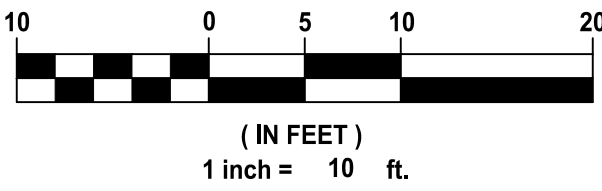
www.agcengineers.com



ATTIC STORAGE LIBERTY, CLAY COUNTY, MISSOURI	
FINAL DEVELOPMENT PLANS GENERAL LAYOUT	3



BY	REVISION	DATE
RC/ACA	FOR REVIEW	3-3-23



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

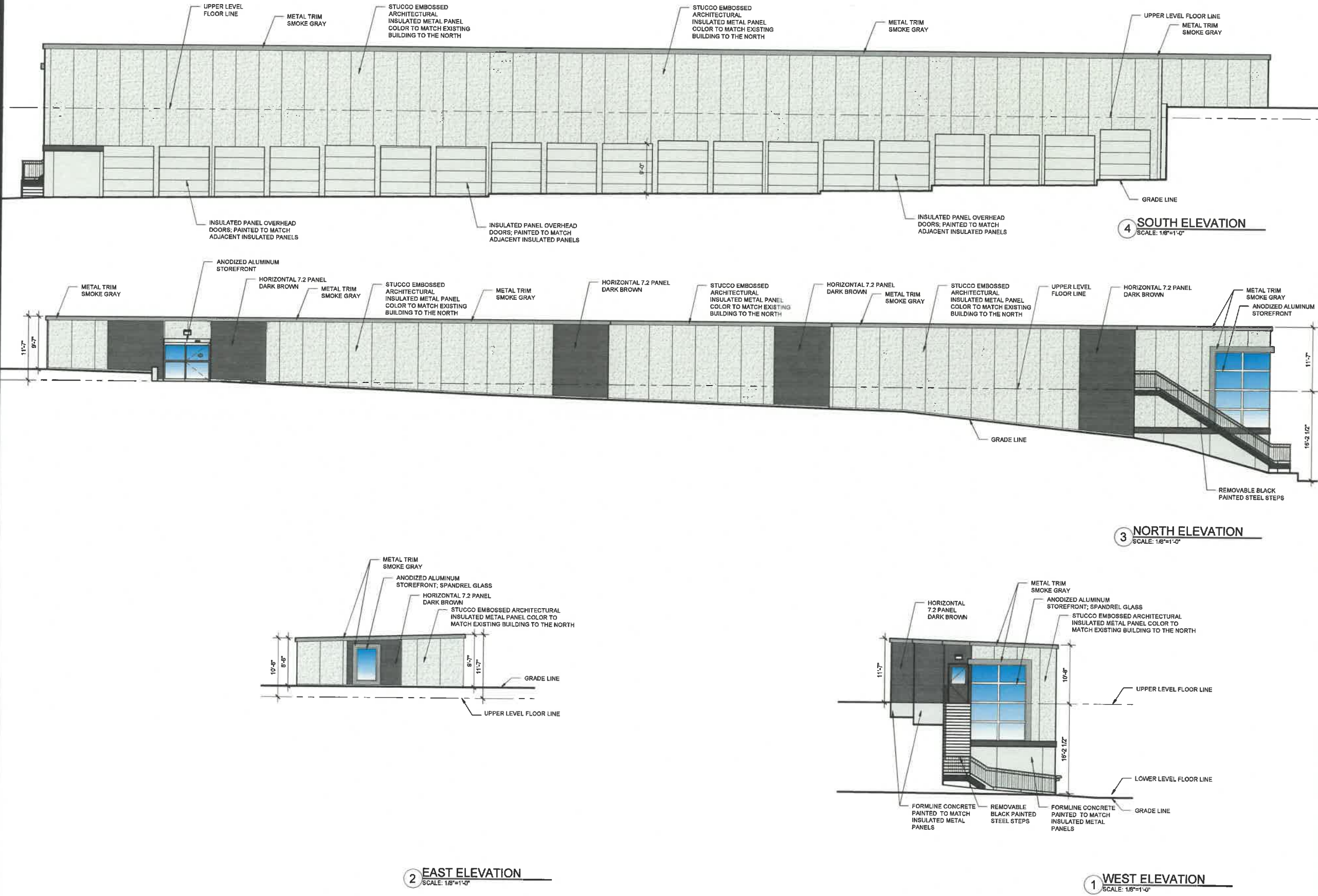
816.781.4200 ■
fax 792.3666

www.agcengineers.com



ATTIC STORAGE LIBERTY, CLAY COUNTY, MISSOURI	
FINAL DEVELOPMENT PLANS SITE PLAN	5

Drawing Name: F:\2022\2022048 - Attic Storage Addition - Liberty\Production\01 - Site Development\2022048 A-201 ELEVATIONS.dwg Last Modified: Mar 13, 2023 - 5:04pm Plotted on: Mar 14, 2023 - 10:39am by mminshaw



NOLTE & ASSOCIATES, P.A.
ARCHITECTS / PLANNERS
9400 REEDS ROAD, SUITE 200
OVERLAND PARK, KANSAS 66207
(913) 322-2444
FAX (913) 322-6277



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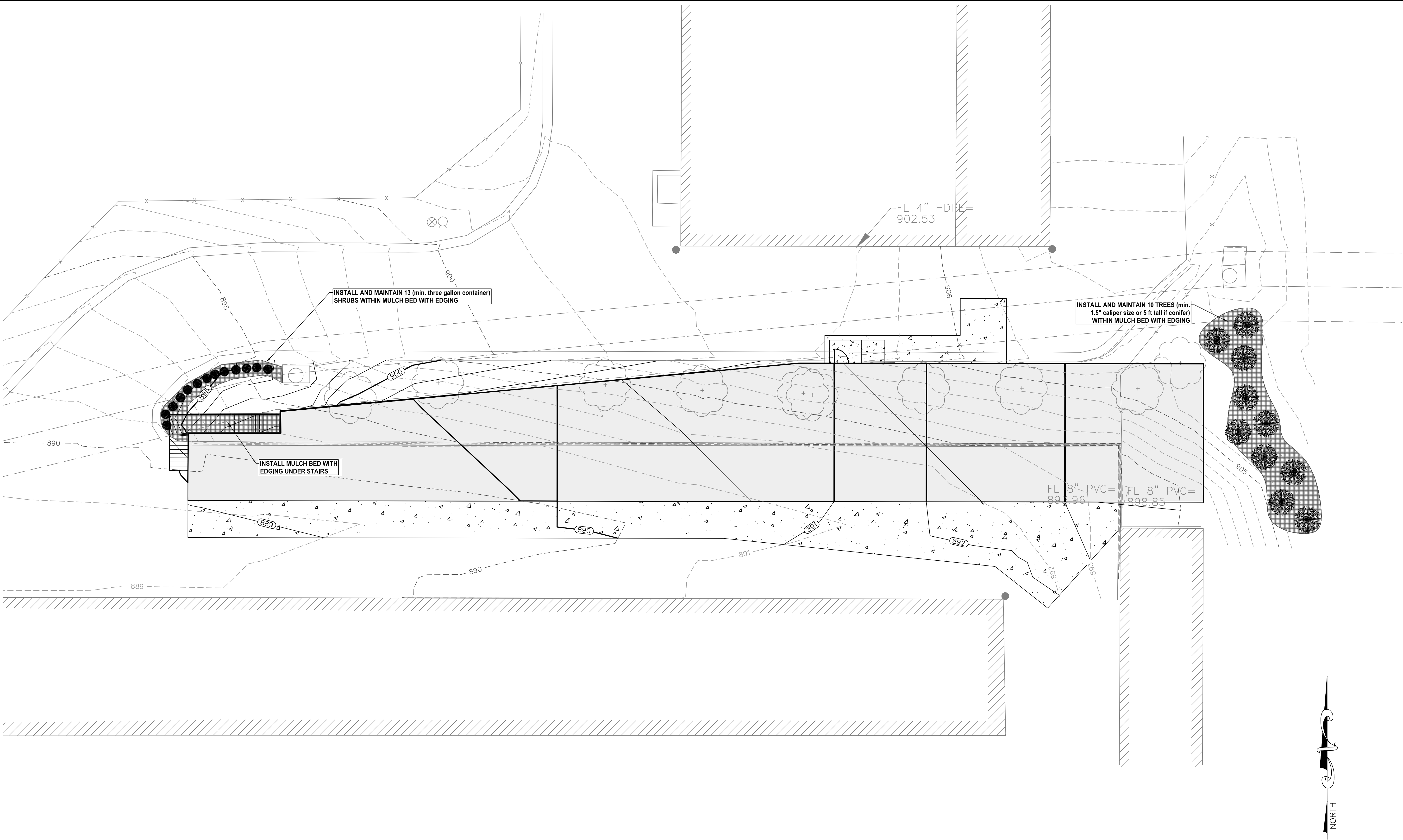
NEW CONSTRUCTION

ATTIC STORAGE - LIBERTY CLIMATE CONTROL EXPANSION

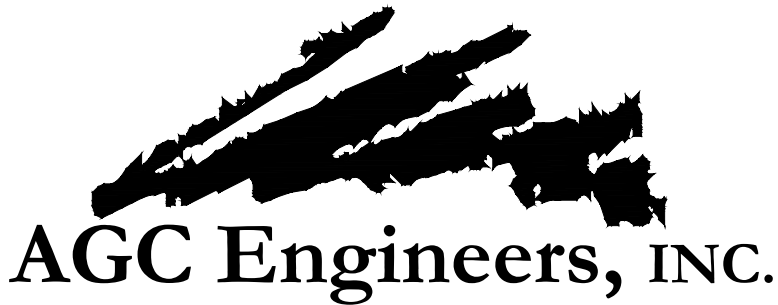
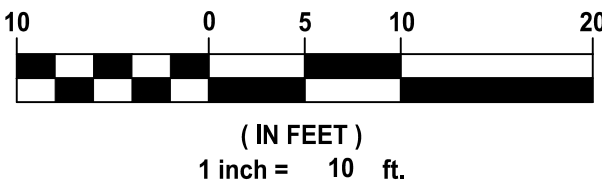
317 RTE 291
LIBERTY, MISSOURI 64068
CLAY COUNTY

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DATE PRINTED: Mar 14, 2023
DATE ISSUED:
REVISIONS
ARCHITECTURAL PROJECT NUMBER 2022048
TOP MIDDLE BOTTOM
SHEET NUMBER A-101



BY	REVISION	DATE
RCJ/ACA	FOR REVIEW	3-14-23



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

816.781.4200 ■
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www.agcengineers.com



ATTIC STORAGE LIBERTY, CLAY COUNTY, MISSOURI	
FINAL DEVELOPMENT PLANS LANDSCAPE PLAN	9

AGC Engineers, INC.
Consulting Engineers

March 3, 2023

Katherine Sharp, AICP
City of Liberty
101 E. Kansas Street, 3rd Floor
Liberty, Missouri 64068

Re: Single Building addition to Attic Storage Facility
317 N 291 Highway

Dear Ms. Sharp;

As we have previously discussed

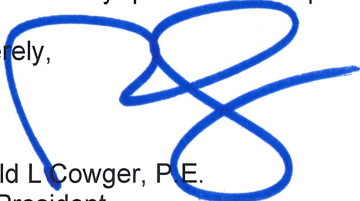
1. This property has been a storage facility since circa 1990,
2. By 2003 the original facility was near 100% build out,
3. In 2015 the facility expanded to the north and added two (2) additional climate-controlled buildings.
4. In early 2016 staff was asked to bring several code changes forward in response to some concerns about storage, car washes, and other auto related uses like gas/ service stations in close proximity to residential properties. It was during those code changes that the new SUP for storage was codified with the setback requirements,
5. In 2016 the Forest Street Apartment (later called Copper Ridge) was beginning construction,

We want to stress that

1. Attic Storage existed prior to the Copper Ridge development. Copper Ridge built knowing full well that their development was adjacent to the storage facility,
2. The proposed storage building is no closer to Copper Ridge than any existing building,
3. Additional storage demands are in part due to Copper Ridge,
4. Currently there is some outdoor storage of vehicles, trailers, and boats in the area of the proposed building. The new building will eliminate outdoor storage in that area,
5. The Attic Storage property (7.214 acres) consists of two existing zoning districts. C-3 covers the southern portion of the property and comprises approx. 70% of the overall property. C-2 is to the north. The proposed building straddles the C-2/C-3 boundary; but, is within 25 feet of the zoning boundary.

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

Sincerely,



Ronald L. Cowger, P.E.
Vice President

cc: Rogers Strictland, Attic Storage

IV. Public Hearing Cases

A. P&Z Case 23-12SUP: Special Use Permit for Attic Storage, 317 N. 291 Hwy. 11,050 sq. ft. addition of an indoor storage building within the existing facility.

Ms. Sharp presented the case as described in the staff report, noting that the staff reports are now referencing the new comprehensive plan, *Leading Liberty Forward*.

Chairman Rosekrans asked the commissioners if they had any questions.

Chairman Rosekrans asked the applicant if they wish to speak.

Ron Cowger, AGC Engineers, 405 S Leonard Rd said he was there with Mr. Nolte the architect/ structural engineer for the project on behalf of Rogers Strickland, the owner of the Attic Storage Facility. He reiterated the items outlined in his letter in Exhibit E of the staff report.

Chairman Rosekrans asked about the tapered shape of the building.

Mr. Cowger said the building shape is allowing them to avoid a storm sewer easement on the site.

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

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

Action: Commissioner Waterman moved to approve the case as presented in the staff report, Commissioner Evans seconded the motion.

Vote: Motion passed 6-0-0

Yes: Dilts, Evans, Howard, Reinier, Rosekrans, Waterman

No: None

Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, April 24, 2023.

RESOLUTION NO. _____

A RESOLUTION APPROVING A SPECIAL USE PERMIT FOR AN 11,050 SQ. FT. ADDITION OF AN INDOOR STORAGE BUILDING WITHIN THE EXISTING FACILITY AT ATTIC STORAGE, 317 N. 291 HWY, IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, public hearings have been held by the Planning & Zoning Commission April 11, 2023 and City Council on April 24, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, special use permit is hereby granted to allow an 11,050 sq. ft. addition of an indoor storage building within the existing facility at Attic Storage, 317 N. 291 Hwy in the City of Liberty, Clay County, Missouri, according to the plan on file in the Planning and Development Department.

BE IT FURTHER RESOLVED that any and all development within the above-described special use permit shall comply with all other applicable standards and requirements as set forth in the City Code of the City of Liberty, Missouri.

BE IT FURTHER RESOLVED that said permit shall be issued from the date of adoption of this resolution.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF MARCH 31, 2023 TO APRIL 14, 2023

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

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

FUND NAME	FUND NUMBER	AMOUNT
GENERAL OPERATING FUND	10	\$ 692,297.44
TIF-SLP WHITEHALL	31	\$ 820.00
CAPTIAL SALES TAX FUND	50	\$ 30,357.40
TRANSPORTATION SALES TAX FUND	52	\$ 17,800.90
PARK SALES TAX FUND	54	\$ 15,190.49
ECO/DEVO SALES TAX FUND	56	\$ 25,174.26
FIRE SALES TAX FUND	58	\$ 122,883.51
PUBLIC SAFETY SALES TAX FUND	59	\$ 14,294.63
PARKS FUND	60	\$ 17,587.80
SPORTS COMPLEX FUND	61	\$ 51,630.57
COMMUNITY CENTER FUND	65	\$ 29,860.21
TRANSIENT GUEST TAX FUND	67	\$ 40,089.91
CEMETERY MAINTENANCE FUND	73	\$ 26,350.00
WATER OPERATING FUND	90	\$ 105,268.87
WASTEWATER OPERATING FUND	92	\$ 109,802.66
WATER CAPITAL FUND	94	\$ 144,878.32
SOLID WASTE FUND	98	\$ 50.28
PAYROLL CHECKS & BENEFITS	4/7/23	\$ 1,218,250.09
TOTAL APPROPRIATIONS		<u>\$ 2,662,587.34</u>

PASSED by the Council this 24th day of April, 2023.

MAYOR PRO TEM

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 24th day of April , 2023.

MAYOR PRO TEM

Appropriations Legend

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

APRIL 7TH CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
A T & T MOBILITY 008295									
181152	04/07/23	MOBILE PHONE SERVICE	43.85	039617	X03012023			P N W MOBILE PHONES	10.50.311.12.5453
181152	04/07/23	MOBILE PHONE SERVICE	56.63	039617	X03012023			P N W MOBILE PHONES	10.50.315.12.5453
181152	04/07/23	MOBILE PHONE SERVICE	97.87	039617	X03012023			P N W MOBILE PHONES	10.50.321.12.5453
181152	04/07/23	MOBILE PHONE SERVICE	367.23	039617	X03012023			P N W MOBILE PHONES	10.50.300.12.5453
181152	04/07/23	MOBILE PHONE SERVICE	149.36	039617	X03012023			P N W MOBILE PHONES	10.90.132.12.5453
			714.94	*CHECK TOTAL					
		VENDOR TOTAL	714.94						
ALL COPY PRODUCTS, INC. 000492									
181153	04/07/23	POSTAGE	277.78	039608	33767135			P - W OFFICE EQUIPMENT	60.60.415.14.5551
AMERICAN DIGITAL SECURIT 004908									
181154	04/07/23	ST BLDG ALARM SYSTEM	1,751.45	039609	INV0011741			P - W BUILDING MAINTEN	10.70.225.14.5571
181154	04/07/23	ST BLDG ALARM SYSTEM	668.96	039610	INV0011739			P - W BUILDING MAINTEN	10.70.225.14.5571
181154	04/07/23	ST BLDG ALARM SYSTEM	24.95	039611	INV001893			P - W BUILDING MAINTEN	10.70.225.14.5571
181154	04/07/23	PKS ALARM MONITORING	467.88	039612	INV0012365			P - W MISCELLANEOUS EX	61.60.458.38.5989
181154	04/07/23	PKS ALARM MONITORING	147.00	039613	INV0012381			P - W MISCELLANEOUS EX	61.60.458.38.5989
			3,060.24	*CHECK TOTAL					
		VENDOR TOTAL	3,060.24						
AMERIGLASS CLEANING INC 006196									
181155	04/07/23	FIRE WINDOW CLEANING	80.00	039614	181288			P - W BUILDING MAINTEN	10.50.300.14.5571
AMES II/RICHARD ASHLEY 006627									
181156	04/07/23	CCTR SWIM INSTRUCTION	112.00	039615	4/2-4/3			P N W PRIVATE SWIMMING	65.60.417.08.8125
ANDERSON/SKYLAR 000612									
181157	04/07/23	CCTR SWIM INSTRUCTION	15.00	039616	4/1-4/3			P N W PRIVATE SWIMMING	65.60.417.08.8125
BACKGROUND INVEST BUREAU 004179									
181158	04/07/23	BACKGROUND CHECKS	328.90	039618	INV-23264			P - W RECREATION SUPPL	61.60.458.04.5004
BAKEN/DON .14397									
181159	04/07/23	PRTL REF 040523 DAY TRIP	15.00	039619	1796447			P - W REFUNDS PAYABLE	65.2265
BARTS ELECTRIC CO INC 002795									
181160	04/07/23	FIRE LED BULB REPLACE	356.50	039620	26145			P - W BUILDING MAINTEN	10.50.300.14.5571
181160	04/07/23	FIRE TIMECLOCK REPLACE	276.50	039621	26131			P - W BUILDING MAINTEN	10.50.300.14.5571
			633.00	*CHECK TOTAL					
		VENDOR TOTAL	633.00						
BLAKE/AMY 005043									
181161	04/07/23	MO PRIMA CONFERENCE	347.17	039698	04.12-04.14			P - W TRAINING TRAVEL	10.25.011.06.5210
BLUE VALLEY PUBLIC SAFET 004509									
181162	04/07/23	FIRE STORM SIREN REPAIR	827.50	039622	17106			P - W EMERGENCY MGT MA	10.50.300.14.5553
BOUND TREE MEDICAL LLC 002300									
181163	04/07/23	FIRE EMS SUPPLIES	359.98	039623	84893901			P - W MEDICAL SUPPLIES	10.50.311.04.5003

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
BOUND TREE MEDICAL LLC 002300									
181163	04/07/23	FIRE EMS SUPPLIES	257.68	039624	84896891			P - W MEDICAL SUPPLIES	10.50.311.04.5003
181163	04/07/23	FIRE EMS SUPPLIES	63.78	039625	84898518			P - W MEDICAL SUPPLIES	10.50.311.04.5003
181163	04/07/23	FIRE EMS SUPPLIES	2,502.44	039626	84898519			P - W MEDICAL SUPPLIES	10.50.311.04.5003
181163	04/07/23	FIRE EMS SUPPLIES	446.39	039627	84901117			P - W MEDICAL SUPPLIES	10.50.311.04.5003
			3,630.27	*CHECK TOTAL					
		VENDOR TOTAL	3,630.27						
BRADY INDUSTRIES OF KANS 000081									
181164	04/07/23	2023 CUSTODIAL SUPPLIES	1,316.48	039628	7946921	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
181164	04/07/23	SPRTS CLEANING SUPPLIES	87.44	039629	7946998			P N W MISCELLANEOUS SU	61.60.458.04.5099
			1,403.92	*CHECK TOTAL					
		VENDOR TOTAL	1,403.92						
BRYANT/COLE CHRISTOPHER 000616									
181165	04/07/23	CCTR SWIM INSTRUCTION	225.00	039630	3/28-4/2			P N W PRIVATE SWIMMING	65.60.417.08.8125
BUBBLE MAGIC KC LLC 000531									
181166	04/07/23	PKS ACTIVTY END OF SUMMR	596.37	039631	022052			P N W RECREATION SUPPL	60.60.415.04.5004
BURNS & MCDONNELL ENG CO 003160									
181167	04/07/23	WTR LIME FEED UPGRADE	11,064.61	039632	117361-15	220103	P - W	ENGINEERING DESI	94.70.802.36.7501
CALM.COM, INC 000485									
181168	04/07/23	CALM APP SUBSCRIPTION	7,387.20	039633	INV7220			P - W OTHER FEES	10.95.140.08.5389
CANON FINANCIAL SERVICES 000342									
181169	04/07/23	COPIER LEASE	152.00	039634	30184516			P - W COPIER LEASE & U	10.20.001.04.5110
CHALLENGER SPORTS TEAMWE 006501									
181170	04/07/23	PKS SOCCER APPAREL	149.12	039635	1187635	230043	P N W	RECREATION SUPPL	61.60.458.04.5004
CINTAS FIRST AID & SAFET 004991									
181171	04/07/23	FIRST AID SUPPLIES	191.21	039636	5151567864			P - W MAINTENANCE MATE	10.95.140.04.5009
CK POWER 005836									
181172	04/07/23	WTR GENERATORS	95,528.00	039637	SI215413	210151	P - W	CONSTRUCTION CON	94.70.802.36.7510
CLAY CO ECONOMIC DEV CNC 000287									
181173	04/07/23	STATE OF THE CITY MTG	320.00	039638	032723			P - W OTHER MISC FEES	56.20.001.08.5365
CLAYTON PAPER & DISTRIBU 005670									
181174	04/07/23	COPY PAPER	281.26	039639	168989			P - W GENERAL SUPPLIES	65.60.491.04.5001
181174	04/07/23	COPY PAPER	138.53	039639	168989			P - W GENERAL SUPPLIES	10.60.481.04.5001
			419.79	*CHECK TOTAL					
		VENDOR TOTAL	419.79						
COMMERCIAL AQUATIC SERVI 007993									
181175	04/07/23	SMALL POOL FILTER REPAIR	267.18	039640	45788-1			P - W BUILDING MAINTEN	65.60.491.14.5571

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CORE & MAIN LP				008799							
181176	04/07/23	WTR	INVENTORY	2,422.00	039641	S444385			P - W	INVENTORY-MATERI	90.1700
CYCLONE INC				000095							
181177	04/07/23	FIRE	PORT A POT	90.00	039642	36768			P - W	BUILDING MAINTEN	10.50.300.14.5571
DELL MARKETING LP				000189							
181178	04/07/23	ACC	SERVER MAINT	3,800.00	039643	10660830156			P N W	IT MAINTENANCE &	10.90.132.14.5555
DREXEL TECHNOLOGIES				002272							
181179	04/07/23	KIP	MAINTENANCE	22.83	039644	INV102698			P - W	MAINT-OFFICE EQU	10.90.132.14.5551
DRUVA INC				006515							
181180	04/07/23	IS	EMAIL BACKUP SERVICE	12,907.50	039699	INVUS1027883			P - W	INTERNET SERVICE	10.90.132.08.5304
181180	04/07/23	IS	EMAIL BACKUP SERVICE	2,590.50	039699	INVUS1027883			P - W	OTHER PREPAYMENT	10.1810
				15,498.00	*CHECK TOTAL						
			VENDOR TOTAL	15,498.00							
ENGLE/LUCAS GARRETT				000554							
181181	04/07/23	PKS	LEAGUE SCHEDULE	1,500.00	039686	APRIL 2023			P N W	CONTRACT LABOR	61.60.458.08.5397
ESRI INC				007675							
181182	04/07/23	ESRI	MAINT 6.23-12.23	233.33	039645	94454813			P - W	SOFTWARE MAINTEN	10.90.132.14.5591
181182	04/07/23	ESRI	MAINT 01.24-05.24	166.67	039645	94454813			P - W	OTHER PREPAYMENT	10.1810
181182	04/07/23	ESRI	ANN MAINTENANCE	24,792.00	039700	94454954			P - W	SOFTWARE MAINTEN	10.90.132.14.5591
181182	04/07/23	ESRI	ANN MAINTENANCE	17,708.00	039700	94454954			P - W	OTHER PREPAYMENT	10.1810
				42,900.00	*CHECK TOTAL						
			VENDOR TOTAL	42,900.00							
FEDERAL SIGNAL CORPORATI				008345							
181183	04/07/23	FIRE	NEW SIRENS	113,833.94	039646	8215024		220127	P - W	EMERGENCY MGT MA	10.50.300.14.5553
FOLEY EQUIPMENT CO INC				006120							
181184	04/07/23	ST	PARTS	11.48	039647	PS400463104			P - W	VEHICLE MAINTENA	10.70.225.14.5541
FORVIS, LLP				003235							
181185	04/07/23	FIN	REPORTING SOFTWARE	15,750.00	039648	BK01764471		230004	P N W	COMPUTER SOFTWARE	10.30.130.36.7203
GALL'S INC				005394							
181186	04/07/23	FIRE	UNIFORMS	69.94	039649	023948108			P - W	CLOTHING EXPENSE	10.50.301.38.5812
181186	04/07/23	FIRE	UNIFORMS	73.48	039650	023955459			P - W	CLOTHING EXPENSE	10.50.301.38.5812
181186	04/07/23	FIRE	UNIFORMS	81.82	039651	023955479			P - W	CLOTHING EXPENSE	10.50.301.38.5812
181186	04/07/23	FIRE	UNIFORMS	81.82	039652	023955501			P - W	CLOTHING EXPENSE	10.50.301.38.5812
181186	04/07/23	FIRE	UNIFORMS	73.42	039653	023960308			P - W	CLOTHING EXPENSE	10.50.301.38.5812
181186	04/07/23	FIRE	UNIFORMS	154.77	039654	023960309			P - W	CLOTHING EXPENSE	10.50.301.38.5812
181186	04/07/23	FIRE	UNIFORMS	41.40	039655	023992021			P - W	CLOTHING EXPENSE	10.50.301.38.5812
181186	04/07/23	FIRE	UNIFORMS	146.84	039656	023996067			P - W	CLOTHING EXPENSE	10.50.301.38.5812
181186	04/07/23	FIRE	UNIFORMS	282.84	039656	023996068			P - W	CLOTHING EXPENSE	10.50.301.38.5812
181186	04/07/23	FIRE	UNIFORMS	41.40	039657	023996081			P - W	CLOTHING EXPENSE	10.50.301.38.5812
				1,047.73	*CHECK TOTAL						
			VENDOR TOTAL	1,047.73							

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
GIFFORD/MEGAN 000627								
181187	04/07/23	CCTR SWIM INSTRUCTION	90.00	039658	4/2-4/3		P N W PRIVATE SWIMMING	65.60.417.08.8125
GUILD COLLECTIVE 000147								
181188	04/07/23	VISIT LIBERTY ADS	7,000.00	039659	2860		P N W ADVERTISING	67.20.061.08.5371
181188	04/07/23	MARKETING VISIT LIBERTY	4,925.00	039660	2879	230022	P N W CONSULTING SERV-	67.20.061.08.5342
181188	04/07/23	VISIT LIBERTY ADS	7,000.00	039661	2880		P N W ADVERTISING	67.20.061.08.5371
		18,925.00 *CHECK TOTAL						
		VENDOR TOTAL	18,925.00					
HEARTLAND COCA-COLA 000076								
181189	04/07/23	PKS COCA COLA PRODUCTS	94.64	039662	5783217484	230028	P N W CONCESSION	61.60.458.04.5007
181189	04/07/23	PKS COCA COLA PRODUCTS	908.30	039663	5783217483	230028	P N W CONCESSION	61.60.458.04.5007
		1,002.94 *CHECK TOTAL						
		VENDOR TOTAL	1,002.94					
HELGET GAS PRODUCTS 006305								
181190	04/07/23	FIRE OXYGEN	28.45	039664	02595503		P - W CHEMICALS	10.50.311.04.5010
HILL/DAVID 000528								
181191	04/07/23	CCTR SWIM INSTRUCTION	180.00	039665	4/1		P N W PRIVATE SWIMMING	65.60.417.08.8125
181191	04/07/23	CCTR SWIM INSTRUCTION	26.00	039665	4/1		P N W SEMI-PRIVATE SWI	65.60.417.08.8123
		206.00 *CHECK TOTAL						
		VENDOR TOTAL	206.00					
HISTORIC DOWNTOWN LIBERT 004528								
181192	04/07/23	P&D HDLI CONTRACT 2023	3,333.33	039666	APRIL	230007	P - W HDLI CONTRACT	67.20.061.38.5823
181192	04/07/23	HDLI REIMB ADS	957.79	039667	032823		P - W ADVERTISING	67.20.061.08.5371
181192	04/07/23	HDLI REIMB RACK CARDS	675.00	039667	032823		P - W ADVERTISING	67.20.061.08.5371
181192	04/07/23	HDLI REIMB RACK CARDS	2,205.65	039667	032823		P - W ADVERTISING	67.20.061.08.5371
		7,171.77 *CHECK TOTAL						
		VENDOR TOTAL	7,171.77					
JONES/NATHAN 005257								
181193	04/07/23	CCTR SWIM INSTRUCTION	72.00	039668	4/2		P N W PRIVATE SWIMMING	65.60.417.08.8125
181193	04/07/23	CCTR SWIM INSTRUCTION	78.00	039668	4/2		P N W SEMI-PRIVATE SWI	65.60.417.08.8123
		150.00 *CHECK TOTAL						
		VENDOR TOTAL	150.00					
K C MO WATER SERVICES 003552								
181194	04/07/23	WWT SERVICES	1,458.74	039674	527657-320655		P - W SEWAGE TREATMENT	92.70.902.08.5394
K C WINNELSON INC 002103								
181195	04/07/23	INVENTORY H HWY PROJECT	1,511.25	039669	032204 00		P - W CONST CNTRCT-CLA	94.70.801.36.7510
K C WINWATER WORKS CO 002767								
181196	04/07/23	WWTR - INVENTORY	358.45	039670	308069 01		P - W MAINS & LINES MA	92.70.901.14.5532
181196	04/07/23	WWTR - INVENTORY	268.00	039671	308253 01		P - W MAINS & LINES MA	92.70.901.14.5532
181196	04/07/23	WTR - INVENTORY	1,600.00	039672	308213 01		P - W INVENTORY-MATERI	90.1700

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
K C WINWATER WORKS CO 002767								
181196	04/07/23	INVENTORY - H HWY PROJ	4,384.00	039673	307811 01		P - W CONST CNTRCT-CLA	94.70.801.36.7510
			6,610.45	*CHECK	TOTAL			
		VENDOR TOTAL	6,610.45					
KELLER FIRE & SAFETY INC 003710								
181197	04/07/23	FIRE EXT REFILLS/SERVCS	286.23	039675	312418		P - W MISC EQUIPMENT M	10.50.301.14.5559
KEY EQUIPMENT & SUPPLY C 007275								
181198	04/07/23	WWTR - EQUIP MAINT	1,171.66	039676	KC207768		P - W MISC EQUIPMENT M	92.70.901.14.5559
KIMBALL MIDWEST INC 1 006275								
181199	04/07/23	WTR GENERAL SUPPLIES	326.67	039677	100897628		P - W MAINS & LINES MA	90.70.801.14.5532
181199	04/07/23	WWTR GENERAL SUPPLIES	326.67	039677	100897628		P - W MAINS & LINES MA	92.70.901.14.5532
			653.34	*CHECK	TOTAL			
		VENDOR TOTAL	653.34					
KOHL WHOLESALE INC 000713								
181200	04/07/23	PKS CONCESSION FOOD	3,701.63	039678	357141	230040	P - W CONCESSION	61.60.458.04.5007
KONE ELEVATOR INC 001743								
181201	04/07/23	CCTR SERVICE AGREEMENT	748.35	039679	871010968		P - W BUILDING MAINTEN	65.60.491.14.5571
KONICA MINOLTA BUSINESS 005910								
181202	04/07/23	LCC COPIER LEASE	279.66	039701	4974919226		P - W MAINT-OFFICE EQU	65.60.491.14.5551
181202	04/07/23	AGING SVC COPIER LEASE	279.66	039701	4974919226		P - W OFFICE EQUIPMENT	10.60.483.14.5551
			559.32	*CHECK	TOTAL			
		VENDOR TOTAL	559.32					
LAYNE CHRISTENSEN CO 000720								
181203	04/07/23	WTR WELL#1 REHAB & INSPE	17,747.00	039680	2436900	220146	F - W WELLFIELD MAINT	90.70.802.14.5535
LEINTZ LAWN & CONSTRUCTI 000566								
181204	04/07/23	CEM OPENING/CLOSING	450.00	039681	1875		P N W CONTRACT LABOR	73.70.226.08.5397
181204	04/07/23	CEM OPENING/CLOSING	450.00	039681	1875		P N W CONTRACT LABOR	73.70.226.08.5397
181204	04/07/23	CEM OPENING/CLOSING	450.00	039681	1875		P N W CONTRACT LABOR	73.70.226.08.5397
			1,350.00	*CHECK	TOTAL			
		VENDOR TOTAL	1,350.00					
LIBERTY AGGREGATES LLC 004693								
181205	04/07/23	H HWY PROJ - ROCK	518.81	039682	21437		P - W CONST CNTRCT-CLA	94.70.801.36.7510
181205	04/07/23	ROCK	378.30	039682	21437		P - W MAINS & LINES MA	90.70.801.14.5532
181205	04/07/23	ROCK	378.30	039682	21437		P - W MAINS & LINES MA	92.70.901.14.5532
181205	04/07/23	ROCK - H HWY PROJ	274.50	039683	21517		P - W CONST CNTRCT-CLA	94.70.801.36.7510
			1,549.91	*CHECK	TOTAL			
		VENDOR TOTAL	1,549.91					
LIBERTY SOLAR, LLC 006703								
181206	04/07/23	SOLAR SVCS - APRIL 2023	2,881.96	039684	45		P N W ELECTRIC	61.60.458.12.5401
181206	04/07/23	SOLAR SVCS - APRIL 2023	7,335.33	039684	45		P N W ELECTRIC	90.70.802.12.5401
181206	04/07/23	SOLAR SVCS - APRIL 2023	819.71	039684	45		P N W ELECTRIC	92.70.902.12.5401

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
LIBERTY SOLAR, LLC 006703									
			11,037.00		*CHECK TOTAL				
		VENDOR TOTAL	11,037.00						
LIPPERT MECHANICAL SERVI 006612									
181207	04/07/23	WWTP BACKFLOW INSPECTION	954.57	039685	SI2101807			P - W BUILDING MAINTEN	90.70.801.14.5571
181207	04/07/23	WWTP BACKFLOW INSPECTION	954.56	039685	SI2101807			P - W BUILDING MAINTEN	92.70.901.14.5571
181207	04/07/23	WWTP BACKFLOW INSPECTION	954.57	039685	SI2101807			P - W BUILDING MAINTEN	92.70.902.14.5571
			2,863.70		*CHECK TOTAL				
		VENDOR TOTAL	2,863.70						
MADDEN MEDIA 006202									
181208	04/07/23	VISIT LIBERTY ADS	286.14	039687	2023-017529			P N W ADVERTISING	67.20.061.08.5371
MAR-JIM CONTRACTING LLC 004230									
181209	04/07/23	ST CAPITAL GUARDRAIL REP	2,150.00	039688	199 RADIUS			P N W ASPHALT-STREET R	50.75.607.14.5621
MARMIC FIRE & SAFETY CO 006539									
181210	04/07/23	ENG ANN BACKFLOW INSPECT	493.00	039689	C654628			P - W FACILITIES MAINT	10.70.221.14.5572
MEALS ON WHEELS 003134									
181211	04/07/23	MARCH MEALS ON WHEELS	4,144.77	039690	MAR-23			P - W MEALS ON WHEELS	10.60.481.04.5064
MID-AMERICA REGIONAL COU 000073									
181212	04/07/23	PKS FED TRANSPORT PROG	608.06	039691	DI0004551			P - W MISCELLANEOUS FE	10.60.482.08.5399
181212	04/07/23	PW FED TRANSPORT PROG	820.00	039691	DI0004551			P - W MISCELLANEOUS FE	31.70.611.08.5399
			1,428.06		*CHECK TOTAL				
		VENDOR TOTAL	1,428.06						
MIDWEST OFFICE TECHNOLOG 008612									
181213	04/07/23	COPIER USAGE	173.16	039692	INST355960			P - W COPIER LEASE & U	10.20.001.04.5110
MILLER/LACEY .14398									
181214	04/07/23	SOCCER REGISTRATION REF	115.00	039693	1797122			P - W REFUNDS PAYABLE	61.2265
MO ONE CALL SYSTEM INC 004393									
181215	04/07/23	UTIL LOCATES - MARCH	307.80	039694	3030215			P - W MISSOURI ONE CAL	90.70.801.08.5305
181215	04/07/23	UTIL LOCATES - MARCH	307.80	039694	3030215			P - W MISSOURI ONE CAL	92.70.901.08.5305
			615.60		*CHECK TOTAL				
		VENDOR TOTAL	615.60						
MOBILE WIRELESS LLC 005055									
181216	04/07/23	NETMOTION LICENSES	476.06	039695	5247			P - W INTERNET SERVICE	10.90.132.08.5304
181216	04/07/23	NETMOTION LICENSES	571.28	039695	5247			P - W OTHER PREPAYMENT	10.1810
181216	04/07/23	NETMOTION LICENSES	476.06	039695	5247			P - W OTHER PREPAYMENT	10.1810
			1,523.40		*CHECK TOTAL				
		VENDOR TOTAL	1,523.40						
MTS CONTRACTING INC 008127									
181217	04/07/23	PKS EXTERIOR IMPROVEMENT	15,190.49	039696	22-4452C	220113		P - W BUILDING IMPROVE	54.60.415.36.7402

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
NORRIS/TODD .14396		181218	04/07/23	PARKER SWIM TEAM 9-10	135.00	039702	1792609			P - W REFUNDS PAYABLE	65.2265
NU-LIFE LABORATORIES INC 007678		181219	04/07/23	ST WEED KILL	10,280.98	039703	48032			P - W STORM WATER MAIN	50.75.607.14.5663
OLSSON ASSOCIATES 009235		181220	04/07/23	P&D COMPREHENSIVE PLAN	20,725.08	039704	452189	220091		P - W COMPREHENSIVE PL	56.70.630.38.5850
OMEGA DOOR CO INC 007923		181221	04/07/23	FIRE DOOR REP STATN#3	203.75	039705	46387			P - W BUILDING MAINTEN	10.50.300.14.5571
OUTDOOR RESTROOMS LLC 003763		181222	04/07/23	PKS PORTABLE RESTROOMS	225.00	039706	686077			P - W RENTAL	60.60.420.18.5611
PACE ANALYTICAL SERVICES 005664		181223	04/07/23	WWTP LAB SERVICES	1,159.40	039707	2360180069	230015		P - W LAB FEES	92.70.902.08.5365
		181223	04/07/23	WWTP LAB SERVICES	578.20	039708	2360180189	230015		P - W LAB FEES	92.70.902.08.5365
		181223	04/07/23	WWTP IPP LAB SERVICES	508.70	039709	2360180104			P - W PRETREATMENT PRO	92.70.902.08.5388
					2,246.30	*CHECK TOTAL					
VENDOR TOTAL					2,246.30						
PETTY CASH/LIBERTY COMM 003524		181224	04/07/23	AGING ART TEACHER	125.00	039710	PETTY CASH			P - W PROGRAM SUPPLIES	10.60.483.04.5099
		181224	04/07/23	AGING BDAY PARTY MARCH	125.00	039710	PETTY CASH			P - W PROGRAM SUPPLIES	10.60.483.04.5099
		181224	04/07/23	PKS MILEAGE	120.00	039710	PETTY CASH			P - W TRAINING TRAVEL	60.60.415.06.5210
		181224	04/07/23	CCTR GROUP EXERCISE	149.95	039710	PETTY CASH			P - W RSVP GRANT	65.60.491.04.5064
		181224	04/07/23	CCTR MILEAGE	46.80	039710	PETTY CASH			P - W MISCELLANEOUS EX	61.60.458.38.5989
		181224	04/07/23	CCTR MILEAGE	45.00	039710	PETTY CASH			P - W RSVP GRANT	65.60.491.04.5064
					611.75	*CHECK TOTAL					
VENDOR TOTAL					611.75						
PLOTBOX INC 000543		181225	04/07/23	PLOTBOX SW MILESTONE	766.00	039711	INV2680			P - W MINOR SOFTWARE	10.90.132.18.5603
PRINTING UNLIMITED 004763		181226	04/07/23	FIRE BUSINESS CARDS	29.75	039712	68773			P - W GENERAL SUPPLIES	10.50.300.04.5001
		181226	04/07/23	UTIL BILL INSERT	655.60	039713	68945			P - W PRINTING	10.20.031.04.5120
					685.35	*CHECK TOTAL					
VENDOR TOTAL					685.35						
PROFESSIONAL PEST SOLUTI 006333		181227	04/07/23	FIRE PEST CONTROL	30.00	039714	11905			P - W PEST CONTROL/MOP	10.50.300.08.5369
		181227	04/07/23	FIRE PEST CONTROL	30.00	039715	11904			P - W PEST CONTROL/MOP	10.50.300.08.5369
		181227	04/07/23	FIRE PEST CONTROL	30.00	039716	11903			P - W PEST CONTROL/MOP	10.50.300.08.5369
		181227	04/07/23	WTR PEST CONTROL	77.50	039717	11916			P - W BUILDING MAINTEN	90.70.801.14.5571
		181227	04/07/23	WWTR PEST CONTROL	77.50	039717	11916			P - W BUILDING MAINTEN	92.70.902.14.5571
					245.00	*CHECK TOTAL					
VENDOR TOTAL					245.00						

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
PUBLIC WATER DIST #5 002759								
181228	04/07/23	WTR SERVICE	150.70	039718	0215		P - W WATER PURCHASES-	90.70.802.08.5390
181228	04/07/23	WWT WTR SERVICE	35.50	039719	0369		P - W LIFT STATION MAI	92.70.902.14.5525
			186.20	*CHECK TOTAL				
		VENDOR TOTAL	186.20					
RANDY RUSSELL SERVICE CO 001794								
181229	04/07/23	ICE MACHINES	752.00	039722	2696		P N W MISCELLANEOUS EX	61.60.458.38.5989
181229	04/07/23	ICE MACHINES	587.72	039723	2697		P N W MISCELLANEOUS EX	61.60.458.38.5989
			1,339.72	*CHECK TOTAL				
		VENDOR TOTAL	1,339.72					
REJIS COMMISSION 006030								
181230	04/07/23	COURT FEES	32.55	039720	504466		P - W MISCELLANEOUS FE	10.20.131.08.5399
181230	04/07/23	COURT FEES	60.00	039720	504466		P - W MISCELLANEOUS FE	10.20.131.08.5399
			92.55	*CHECK TOTAL				
		VENDOR TOTAL	92.55					
RIEKES EQUIPMENT 000244								
181231	04/07/23	HOIST MAINTENANCE	440.81	039724	HWO002395-3		P - W MISC EQUIPMENT M	90.70.801.14.5559
181231	04/07/23	HOIST MAINTENANCE	440.82	039724	HWO002395-3		P - W MISC EQUIPMENT M	92.70.901.14.5559
			881.63	*CHECK TOTAL				
		VENDOR TOTAL	881.63					
RUSH TRUCK CENTERS 000457								
181232	04/07/23	ST VEHICLE MAINT #710	205.00	039721	3031019818		P - W BUILDING MAINTEN	10.70.225.14.5571
SHOGER/LAUREL 005680								
181233	04/07/23	CCTR SWIM INSTRUCTION	180.00	039725	4/2-4/3		P N W PRIVATE SWIMMING	65.60.417.08.8125
STAR SIGNS LLC 000552								
181234	04/07/23	WAYFINDING SIGNS	6,052.00	039726	6534-2		P - W SITE WAYFINDING	67.20.061.38.5853
181234	04/07/23	WAYFINDING SIGNS	6,052.00	039726	6534-2		P - W MISCELLANEOUS EX	10.95.140.38.5989
			12,104.00	*CHECK TOTAL				
		VENDOR TOTAL	12,104.00					
SUMNERONE INC 005662								
181235	04/07/23	COPIER CONTRACT	11.39	039727	3525166		P - W GENERAL SUPPLIES	90.70.801.04.5001
181235	04/07/23	COPIER CONTRACT	11.39	039727	3525166		P - W GENERAL SUPPLIES	92.70.901.04.5001
181235	04/07/23	COPIER CONTRACT	11.38	039727	3525166		P - W GENERAL SUPPLIES	92.70.902.04.5001
			34.16	*CHECK TOTAL				
		VENDOR TOTAL	34.16					
SUTTON/KATELYN DANIELLE 000327								
181236	04/07/23	CCTR SWIM INSTRUCTION	90.00	039728	3/29-4/3		P N W PRIVATE SWIMMING	65.60.417.08.8125
181236	04/07/23	CCTR SWIM INSTRUCTION	50.00	039728	3/29-4/3		P N W SWIM TEAM BASICS	65.60.417.08.8121
181236	04/07/23	CCTR SWIM INSTRUCTION	50.00	039728	3/29-4/3		P N W SWIM TEAM COMPET	65.60.417.08.8113
181236	04/07/23	CCTR SWIM INSTRUCTION	20.00	039728	3/29-4/3		P N W SWIM TEAM BASICS	65.60.417.08.8121
			210.00	*CHECK TOTAL				
		VENDOR TOTAL	210.00					

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
SYNERGY SERVICES INC				005964							
181237		04/07/23		DOMESTIC VIOLENCE FUND	779.00	039744	MARCH 2023		P - W	DOMESTIC VIOLENC	10.2472
T & W TIRE LLC				005952							
181238		04/07/23		FIRE #612 TIRE REPLACE	1,019.85	039730	3040068312		P N W	VEHICLE MAINTENA	10.50.301.14.5541
TERMINAL SUPPLY COMPANY				000212							
181239		04/07/23		ST SUPPLIES	1,141.49	039731	31420-00		P - W	GENERAL SUPPLIES	10.70.225.04.5001
TOWN AND COUNTRY BUILDIN				007143							
181240		04/07/23		2023 CITY HALL JANITORIA	2,380.00	039732	00154022	230027	P - W	CONTRACT LABOR	10.70.221.08.5397
TRAVELERS INDEMNITY COMP				000432							
181241		04/07/23		UTILITIES DEDUCTIBLE	4,699.33	039733	00625911		P - W	LIABILITY DEDUCT	90.70.801.16.5732
TYLER TECHNOLOGIES-INCOD				005066							
181242		04/07/23		T&L COURT ONLINE	175.00	039734	025-415895		P - W	SOFTWARE MAINTEN	10.90.132.14.5591
VANCE BROTHERS INC				000957							
181243		04/07/23		ST ASPHALT	4,960.56	039735	IG00019053		P - W	ASPHALT-STREET R	50.75.607.14.5621
VON FINTEL/ROSEMARIE				005659							
181244		04/07/23		CCTR DOG OBEDIENCE	114.80	039736	WS 2023-2		P N W	COMMUNITY PROGRA	65.60.417.08.8602
181244		04/07/23		CCTR DOG OBEDIENCE	1,008.00	039736	WS 2023-2		P N W	COMMUNITY PROGRA	65.60.417.08.8602
					1,122.80	*CHECK TOTAL					
				VENDOR TOTAL	1,122.80						
WIL-PAV, INC.				000591							
181245		04/07/23		PRKS SIDEWALK	19,854.00	039737	127340	220129	F - W	BUILDING IMPROVE	61.60.458.36.7402
WORLD FUEL SERVICES CORP				000151							
181246		04/07/23		SPRTS FUEL	2,968.47	039738	5609832		P - W	VEHICLE FUEL	61.60.458.14.5521
ZOLL MEDICAL CORPORATION				006014							
181247		04/07/23		FIRE EMS SUPPLIES	458.38	039739	3671691		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
181247		04/07/23		FIRE EMS SUPPLIES	657.16	039740	3675945		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
181247		04/07/23		FIRE EMS SUPPLIES	482.16	039741	3670863		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
181247		04/07/23		FIRE EMS SUPPLIES	595.00	039742	3677954		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
181247		04/07/23		FIRE EMS SUPPLIES	322.85	039743	368278		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
					2,515.55	*CHECK TOTAL					
				VENDOR TOTAL	2,515.55						

APRIL 14th CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
ALTERATIONS & CUSTOM SEW 005482									
181248	04/14/23	ACTRL UNIFORMS	173.98	039795	3246		P N W	CLOTHING EXPENSE	10.20.051.38.5812
AMERICAN DIGITAL SECURIT 004908									
181249	04/14/23	ACRTL SEC ALARM REPAIRS	48.95	039796	INV0011885		P - W	BUILDING MAINTEN	10.20.051.14.5571
ANDERSON/SKYLAR 000612									
181250	04/14/23	CCTR SWIM INSTRUCTION	15.00	039745	4/5		P N W	PRIVATE SWIMMING	65.60.417.08.8125
BLACK & MCDONALD ELECTRI 006424									
181251	04/14/23	PWK STREET LIGHT MAINT	543.56	039746	76-1461173		P - W	TRANSPORTATION E	52.80.151.08.5420
181251	04/14/23	PWK STREET LIGHT MAINT	2,420.00	039747	76-1459875		P - W	TRANSPORTATION E	52.80.151.08.5420
181251	04/14/23	PWK STREET LIGHT MAINT	194.54	039748	76-1461172		P - W	TRANSPORTATION E	52.80.151.08.5420
181251	04/14/23	PWK STREET LIGHT MAINT	259.38	039749	76-1461171		P - W	TRANSPORTATION E	52.80.151.08.5420
181251	04/14/23	PWK STREET LIGHT MAINT	235.24	039750	76-1461439		P - W	TRANSPORTATION E	52.80.151.08.5420
181251	04/14/23	PWK STREET LIGHT MAINT	523.53	039751	76-1461170		P - W	TRANSPORTATION E	52.80.151.08.5420
181251	04/14/23	PWK STREET LIGHT MAINT	413.87	039752	76-1461174		P - W	TRANSPORTATION E	52.80.151.08.5420
181251	04/14/23	PWK STREET LIGHT MAINT	7,855.98	039753	76-1461433		P - W	TRANSPORTATION E	52.80.151.08.5420
181251	04/14/23	PWK STREET LIGHT MAINT	453.92	039754	76-1461140		P - W	TRANSPORTATION E	52.80.151.08.5420
181251	04/14/23	PWK STREET LIGHT MAINT	453.92	039755	76-1459896		P - W	TRANSPORTATION E	52.80.151.08.5420
		13,353.94 *CHECK TOTAL							
		VENDOR TOTAL	13,353.94						
BLUSH FARMS CORK & BOARD 000637									
181252	04/14/23	CITY COUNCIL RECEPTION	361.50	039797	1799		P N W	MISCELLANEOUS EX	10.10.101.38.5989
BOUND TREE MEDICAL LLC 002300									
181253	04/14/23	POL MEDICAL SUPPLIES	4,083.15	039756	84901118		P - W	MINOR EQUIPMENT	10.40.500.18.5601
BRADY INDUSTRIES OF KANS 000081									
181254	04/14/23	2023 CUSTODIAL SUPPLIES	792.50	039757	7962088	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
181254	04/14/23	2023 CUSTODIAL SUPPLIES	137.83	039758	7962089	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
		930.33 *CHECK TOTAL							
		VENDOR TOTAL	930.33						
BRYANT/COLE CHRISTOPHER 000616									
181255	04/14/23	CCTR SWIM INSTRUCTION	120.00	039759	4/4-4/11		P N W	PRIVATE SWIMMING	65.60.417.08.8125
BURNS & MCDONNELL ENG CO 003160									
181256	04/14/23	WTR LIME FEED UPGRADE	21,213.13	039760	117361-16	220103	P - W	ENGINEERING DESI	94.70.802.36.7501
CARTER WATERS CORP. 000091									
181257	04/14/23	ST ASPHALT	120.75	039761	15818955-00		P - W	ASPHALT-STREET R	50.75.607.14.5621
CCL SUPPLY 005470									
181258	04/14/23	FIRE VEHICLE WASH/WAX	479.28	039762	SO015487		P - W	VEHICLE SUPPLIES	10.50.301.04.5006
CEDARCHEM LLC 005150									
181259	04/14/23	WWTR CHEMICALS	17,336.00	039763	34087		P - W	CHEMICALS	92.70.902.04.5010

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CENTRAL JACKSON CO FPD 008355		181260	04/14/23	FIRE CJCFPD CONTRACT	3,000.00	039764	TC23-068	230012	P - W	TRAINING COSTS	10.50.315.06.5259
		181260	04/14/23	FIRE CPR CARDS	20.00	039765	TC23-073		P - W	CPR TRAINING SUP	10.50.315.04.5025
					3,020.00	*CHECK TOTAL					
VENDOR TOTAL					3,020.00						
CENTRAL POWER SYSTEMS IN 001788		181261	04/14/23	WWT STEERING CYLINDER SV	3,210.35	039766	R110013236		P - W	MINOR EQUIPMENT	92.70.902.18.5601
		181261	04/14/23	FIRE #605 FRNT BRAKES	3,048.55	039767	R110013757:01		P - W	VEHICLE MAINTENA	10.50.301.14.5541
					6,258.90	*CHECK TOTAL					
VENDOR TOTAL					6,258.90						
CHILDRENS MERCY HOSPITAL 005598		181262	04/14/23	POL LAB SERVICES	1,312.00	039768	8000020753		P M W	MISCELLANEOUS FE	10.40.500.08.5399
CITY OF NORTH KANSAS CIT 001236		181302	04/14/23	POL RANGE USE	200.00	039769	INV-00008265		P - W	ARMORY SUPPLIES	10.40.501.04.5051
CLARK'S TOOL & EQUIPMENT 000629		181263	04/14/23	ST PARTS	9.26	039798	664675		P - W	VEHICLE MAINTENA	92.70.901.14.5541
CLAY CO ECONOMIC DEV CNC 000287		181264	04/14/23	2023 MEMBERSHIP DUES	4,000.00	039771	4/4/23		P - W	OTHER MISC FEES	56.20.001.08.5365
CLAY CO MUSEUM & HISTORI 005965		181265	04/14/23	TOURISM GRANT REIMB	50.00	039799	TOURISM GRANT		P - W	CONTRIBUTIONS TO	67.20.061.38.5807
		181265	04/14/23	TOURISM GRANT REIMB	55.00	039799	TOURISM GRANT		P - W	CONTRIBUTIONS TO	67.20.061.38.5807
					105.00	*CHECK TOTAL					
VENDOR TOTAL					105.00						
CLAY COUNTY EXTENSION 004129		181266	04/14/23	PKS SPRING BREAK CAMP	616.00	039770	2974		P - W	YOUTH CAMPS	65.60.417.08.8806
CONRAD FIRE EQUIPMENT IN 003684		181267	04/14/23	FIRE #613 A/C REPAIR	382.24	039772	566902		P - W	VEHICLE MAINTENA	10.50.301.14.5541
CORE & MAIN LP 008799		181268	04/14/23	WTR VALVE BOX LIFT	338.75	039773	S390844		P - W	SMALL TOOLS	90.70.801.04.5018
CURT HEISINGER MONUMENT 000518		181269	04/14/23	CEM HEADSTONE STABILIZAT	25,000.00	039828	0004	230070	F N W	HEADSTONE MAINTEN	73.70.226.14.5579
DELL MARKETING LP 000189		181270	04/14/23	MONITORS	3,555.80	039774	10662616038		P N W	MINOR COMPUTER E	10.90.132.18.5605
DENALI WATER SOLUTIONS 004182		181271	04/14/23	SWR DISPOSAL WTR PLANT	34,313.23	039800	INV449644	230037	P N W	FEES-BIOSOLID DI	92.70.902.08.5370
DREXEL TECHNOLOGIES 002272		181272	04/14/23	MTHLY PLOTTER MAINT	92.90	039775	INV103301		P - W	MAINT-OFFICE EQU	10.90.132.14.5551

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
ELEVATOR SAFETY SERVICES 000472		181273	04/14/23	PKS ELEVATOR INSPECTION	170.00	039776	31593			P - W BUILDING MAINTEN	65.60.491.14.5571
FIRE RECOVERY EMS LLC 005342		181275	04/14/23	AMB BILLING CHARGES	11,028.36	039829	042023LYMO			P N W CONTRACT LABOR-A	10.95.140.08.5397
FNF PETROLEUM 000610		181276	04/14/23	PKS DIESEL	1,326.00	039777	IFNF12479			P - W DIESEL FUEL	60.60.420.14.5522
FRICK/RUSSELL 005694		181312	04/14/23	WWTR DIRT	450.00	039778	752222			P N W MAINS & LINES MA	92.70.901.14.5532
		181312	04/14/23	WTR DIRT	450.00	039778	752222			P N W MAINS & LINES MA	90.70.801.14.5532
		181312	04/14/23	WWTR DIRT	125.00	039779	752219			P N W MAINS & LINES MA	92.70.901.14.5532
		181312	04/14/23	WTR DIRT	125.00	039779	752219			P N W MAINS & LINES MA	90.70.801.14.5532
					1,150.00	*CHECK TOTAL					
VENDOR TOTAL					1,150.00						
GALL'S INC 005394		181277	04/14/23	POL BELTS & BOOTS	184.09	039780	023854316			P - W CLOTHING EXPENSE	10.40.500.38.5812
		181277	04/14/23	POL BELTS & BOOTS	122.75	039781	023877753			P - W CLOTHING EXPENSE	10.40.500.38.5812
		181277	04/14/23	FIRE UNIFORMS	124.20	039782	024031551			P - W CLOTHING EXPENSE	10.50.301.38.5812
		181277	04/14/23	FIRE UNIFORMS	133.40	039783	020431665			P - W CLOTHING EXPENSE	10.50.301.38.5812
		181277	04/14/23	FIRE UNIFORMS	9.41	039784	024056501			P - W CLOTHING EXPENSE	10.50.301.38.5812
		181277	04/14/23	FIRE UNIFORMS	68.00	039785	02068338			P - W CLOTHING EXPENSE	10.50.301.38.5812
		181277	04/14/23	ACTRL UNIFORMS	240.00	039801	023851439			P - W CLOTHING EXPENSE	10.20.051.38.5812
		181277	04/14/23	ACTRL UNIFORMS	32.99	039802	023817816			P - W CLOTHING EXPENSE	10.20.051.38.5812
		181277	04/14/23	ACTRL UNIFORMS	120.00	039803	023834037			P - W CLOTHING EXPENSE	10.20.051.38.5812
		181277	04/14/23	ACTRL UNIFORMS	120.00	039804	023788848			P - W CLOTHING EXPENSE	10.20.051.38.5812
		181277	04/14/23	ACTRL UNIFORMS	237.99	039805	023708593			P - W CLOTHING EXPENSE	10.20.051.38.5812
					1,392.83	*CHECK TOTAL					
VENDOR TOTAL					1,392.83						
GIFFORD/MEGAN 000627		181278	04/14/23	CCTR SWIM INSTRUCTION	60.00	039786	4/5-4/10			P N W PRIVATE SWIMMING	65.60.417.08.8125
GOOD/SAM .14399		181279	04/14/23	MEMBERSHIP REFUND	230.42	039787	1796193			P - W REFUNDS PAYABLE	65.2265
GT DISTRIBUTORS INC 006123		181280	04/14/23	ACTIVE SHOOTER BAGS	889.50	039788	INV0945580			P - W MINOR EQUIPMENT	10.40.500.18.5601
GUILD COLLECTIVE 000147		181281	04/14/23	P&D LOGO DEVELOPMENT	4,000.00	039789	2886	230061	F N W	OTHER FEES-ARTS	67.20.061.08.5389
HACH INC 002210		181282	04/14/23	WTR FIELD SERVICE	17,201.31	039790	13523689	230045	P - W	CONTRACT LABOR	90.70.802.08.5397
HEARTLAND COCA-COLA 000076		181283	04/14/23	PKS COCA COLA PRODUCTS	3,082.73	039791	5812211090	230028	P N W	CONCESSION	61.60.458.04.5007

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
HELGET GAS PRODUCTS 006305								
181284	04/14/23	FIRE OXYGEN	23.55	039792	02005347		P - W CHEMICALS	10.50.311.04.5010
181284	04/14/23	FIRE OXYGEN	43.45	039793	02602527		P - W CHEMICALS	10.50.311.04.5010
			67.00	*CHECK TOTAL				
		VENDOR TOTAL	67.00					
HILL/DAVID 000528								
181285	04/14/23	CCTR SWIM INSTRUCTION	150.00	039794	4/8		P N W PRIVATE SWIMMING	65.60.417.08.8125
HILL'S PET NUTRITION INC 005135								
181286	04/14/23	SHELTER ANIMAL FOOD	299.88	039806	244950265		P - W FOOD	10.20.051.04.5013
181286	04/14/23	SHELTER ANIMAL FOOD	26.52	039807	244950266		P - W FOOD	10.20.051.04.5013
			326.40	*CHECK TOTAL				
		VENDOR TOTAL	326.40					
HY-VEE FOOD 006115								
181287	04/14/23	MEETING EXPENSE	670.70	039830	7499474		P - W OTHER	10.25.011.38.5989
181287	04/14/23	EMP APPRECIATION BRKFEST	1,633.50	039831	7499571		P - W MISCELLANEOUS EX	10.20.001.38.5989
181287	04/14/23	POL FUNERAL PLANT	100.00	039832	120365		P - W OTHER	10.25.011.38.5989
			2,404.20	*CHECK TOTAL				
		VENDOR TOTAL	2,404.20					
IDEKER INC 005268								
181288	04/14/23	ST REPAIR CHANDLER RD	110.80	039808	21971		P - W ASPHALT-STREET R	50.75.607.14.5621
J & A TRAFFIC PRODUCTS I 008873								
181289	04/14/23	ST SIGN MATERIAL	1,537.50	039809	35807		P - W STREET SIGNS	50.75.607.14.5641
K C WINWATER WORKS CO 002767								
181290	04/14/23	INVENTORY - H HWY PROJ	1,454.18	039810	30853101		P - W CONST CNTRCT-CLA	94.70.801.36.7510
181290	04/14/23	INVENTORY	120.00	039810	30853101		P - W MAINS & LINES MA	92.70.901.14.5532
181290	04/14/23	INVENTORY - H HWY PROJ	7,316.60	039811	308870 01		P - W CONST CNTRCT-CLA	94.70.801.36.7510
181290	04/14/23	INVENTORY	1,848.24	039812	308236 01		P - W CONST CNTRCT-CLA	94.70.801.36.7510
181290	04/14/23	INVENTORY REFUND	235.00	039813	309188 01		P - W CONST CNTRCT-CLA	94.70.801.36.7510
			10,504.02	*CHECK TOTAL				
		VENDOR TOTAL	10,504.02					
KOHL WHOLESALE INC 000713								
181291	04/14/23	PKS CONCESSION FOOD	2,795.65	039814	361590	230040	P - W CONCESSION	61.60.458.04.5007
LAMAR COMPANIES/THE 005165								
181292	04/14/23	VISIT LIB BILLBOARD	1,750.00	039815	114585293		P N W ADVERTISING	67.20.061.08.5371
MEM-MO EMPLOYERS MUTUAL 000638								
181293	04/14/23	WORKERS COMP ANN PREMIUM	375,359.95	039816	04062023		P - W OTHER PREPAYMENT	10.1810
181293	04/14/23	WORKERS COMP ANN PREMIUM	118.35	039816	04062023		P - W OTHER PREPAYMENT	50.1810
181293	04/14/23	WORKERS COMP ANN PREMIUM	4,446.96	039816	04062023		P - W OTHER PREPAYMENT	52.1810
181293	04/14/23	WORKERS COMP ANN PREMIUM	129.18	039816	04062023		P - W OTHER PREPAYMENT	56.1810
181293	04/14/23	WORKERS COMP ANN PREMIUM	233.99	039816	04062023		P - W OTHER PREPAYMENT	58.1810
181293	04/14/23	WORKERS COMP ANN PREMIUM	14,294.63	039816	04062023		P - W OTHER PREPAYMENT	59.1810
181293	04/14/23	WORKERS COMP ANN PREMIUM	14,702.65	039816	04062023		P - W OTHER PREPAYMENT	60.1810

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
MEM-MO EMPLOYERS MUTUAL 000638									
181293	04/14/23	WORKERS COMP ANN PREMIUM	10,535.32		039816 04062023			P - W OTHER PREPAYMENT	61.1810
181293	04/14/23	WORKERS COMP ANN PREMIUM	15,137.76		039816 04062023			P - W OTHER PREPAYMENT	65.1810
181293	04/14/23	WORKERS COMP ANN PREMIUM	32,251.09		039816 04062023			P - W OTHER PREPAYMENT	90.1810
181293	04/14/23	WORKERS COMP ANN PREMIUM	37,550.84		039816 04062023			P - W OTHER PREPAYMENT	92.1810
181293	04/14/23	WORKERS COMP ANN PREMIUM	50.28		039816 04062023			P - W OTHER PREPAYMENT	98.1810
			504,811.00		*CHECK TOTAL				
		VENDOR TOTAL	504,811.00						
MID-AMERICA REGIONAL COU 000073									
181294	04/14/23	WATER QUAL PUB EDUCATION	4,500.00		039817 G-I-0015571			P - W NPDES EXPENSES	50.77.653.08.7522
MIDWEST OFFICE TECHNOLOG 008612									
181295	04/14/23	COPIER USAGE	103.45		039818 INST357247			P - W COPIER LEASE & U	10.80.151.04.5110
181295	04/14/23	COPIER USAGE	103.46		039818 INST357247			P - W COPIER LEASE & U	10.70.201.04.5110
			206.91		*CHECK TOTAL				
		VENDOR TOTAL	206.91						
MIDWEST SIGN COMPANY .14400									
181296	04/14/23	PERMIT REFUNDS	41.00		039819 BLD-22-00052			P - W BUILDING PERMITS	10.20.3071
181296	04/14/23	PERMIT REFUNDS	15.78		039819 BLD-22-00052			P - W PLANNING SERVICE	10.40.3222
181296	04/14/23	PERMIT REFUNDS	41.00		039820 BLD-22-00053			P - W BUILDING PERMITS	10.20.3071
181296	04/14/23	PERMIT REFUNDS	15.78		039820 BLD-22-00053			P - W PLANNING SERVICE	10.40.3222
			113.56		*CHECK TOTAL				
		VENDOR TOTAL	113.56						
MISSISSIPPI LIME CO INC 005761									
181297	04/14/23	WTR HYDRATED LIME	8,349.46		039821 1664089	230034		P - W CHEMICALS	90.70.802.04.5010
MO MUNICIPAL & CIRCUIT J 000270									
181298	04/14/23	MMACJA CONF REGISTRATION	220.00		039822 2023 CONFERENC			P - W REGISTRATION FEE	10.20.121.06.5251
MOAZ CONSTRUCTION INC 006100									
181299	04/14/23	CONCRETE - VALLEY RD	247.50		039823 98 - 36			P - W MAINS & LINES MA	92.70.901.14.5532
181299	04/14/23	CONCRETE KINGS HWY	198.00		039824 98 - 1987			P - W MAINS & LINES MA	90.70.801.14.5532
			445.50		*CHECK TOTAL				
		VENDOR TOTAL	445.50						
MOSQUITO SQUAD OF THE 000538									
181300	04/14/23	LIB FEST MOSQUITO TRTMNT	1,800.00		039825 04/10/23			P N W LIBERTY FEST	67.20.061.38.5804
MTS CONTRACTING INC 008127									
181301	04/14/23	PKS REMOVE/REPLACE BRICK	8,900.00		039826 23-4686	230052		F - W BUILDING MAINTEN	65.60.491.14.5571
NORTHLAND READY-MIX INC 000357									
181303	04/14/23	CONCRETE W COLLEGE ST	1,166.50		039827 186323			P - W MAINS & LINES MA	90.70.801.14.5532
NPG NEWSPAPERS INC 000221									
181304	04/14/23	LEGAL NOTICE	23.34		039833 6738072			P - W LEGAL ADS	10.80.151.08.5379

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
PROFESSIONAL PEST SOLUTI 006333											
181305	04/14/23	ANCTRL	PEST CONTROL	60.00	039834	11828			P - W	BUILDING MAINT S	10.20.051.04.5008
181305	04/14/23	ANCTRL	PEST CONTROL	60.00	039835	11914			P - W	BUILDING MAINT S	10.20.051.04.5008
				120.00	*CHECK TOTAL						
			VENDOR TOTAL	120.00							
PURCELL TIRE AND RUBBER 001787											
181306	04/14/23	ST	VEHICLE MAINT - TIRES	2,264.55	039836	3266860			P - W	VEHICLE MAINTENA	10.70.225.14.5541
RAILROAD MANAGEMENT COMP 004575											
181307	04/14/23	LICENSE	FEE	623.67	039837	474982			P N W	MISCELLANEOUS FE	92.70.901.08.5399
RED EQUIPMENT, LLC 001027											
181308	04/14/23	VAC-CON	TRUCK MAINT	2,793.63	039838	3066			P - W	MISC EQUIPMENT M	90.70.801.14.5559
RH FASTENER SUPPLY INC 007728											
181309	04/14/23	ST	BOLTS, NUTS	30.45	039839	402585-2			P - W	GENERAL SUPPLIES	10.70.225.04.5001
RICOH USA, INC 007683											
181310	04/14/23	POL	RECORDS COPIER LEASE	153.81	039840	107059988			P - W	COPIER LEASE & U	10.40.512.04.5110
181310	04/14/23	FIRE	COPIER LEASE	137.89	039841	107080645			P - W	COPIER LEASE & U	10.50.300.04.5110
				291.70	*CHECK TOTAL						
			VENDOR TOTAL	291.70							
RUF/PAULA 000054											
181311	04/14/23	PKS	FOOD SHOW	366.22	039842	FOOD SHOW			P - W	TRAINING TRAVEL	61.60.458.06.5210
SHANNON/LISA 000639											
181313	04/14/23	OSCA	FINANCIAL TRAINING	285.00	039843	OSCA FIN TRAIN			P - W	TRAINING TRAVEL	10.20.131.06.5210
SHOPPA'S MID AMERICA, LL 000173											
181314	04/14/23	WWTR	SERVICE FORKLIFT	121.73	039844	4858452			P - W	VEHICLE MAINTENA	92.70.902.14.5541
STATE OF MISSOURI 006535											
1881	04/14/23	GEMT	PROGRAM	122,649.52	039882	GEMT PROGRAM			P - H	A/R REIMBURSEABL	58.1405
SUTTON/KATELYN DANIELLE 000327											
181315	04/14/23	CCTR	SWIM INSTRUCTION	20.00	039845	4/4-4/10			P N W	SWIM TEAM BASICS	65.60.417.08.8121
181315	04/14/23	CCTR	SWIM INSTRUCTION	40.00	039845	4/4-4/10			P N W	PRE-SEASON CONDI	65.60.417.08.8114
181315	04/14/23	CCTR	SWIM INSTRUCTION	50.00	039845	4/4-4/10			P N W	SWIM TEAM COMPET	65.60.417.08.8113
				110.00	*CHECK TOTAL						
			VENDOR TOTAL	110.00							
THOMPSON/CHRISTINA 000512											
181316	04/14/23	PKS	BUBBLE ARTIST	340.00	039846	5			P N W	RECREATION SUPPL	60.60.415.04.5004
TW SPORTSWEAR, LLC 005575											
181317	04/14/23	PRKS	ADULT APPAREL	259.79	039847	45081	230044		P - W	RECREATION SUPPL	61.60.458.04.5004

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
UNIFIRST CORPORATION 002825									
181318	04/14/23	FACILITY MATS 1/30/23	118.83	039848	3281002727			P - W MISC EQUIPMENT M	65.60.491.14.5559
UNITE PRIVATE NETWORKS L 005621									
181274	04/14/23	TELECOMM/FIBER	8,572.00	039849	SI-23-010573			P N W TELECOMMUNICATIO	10.90.132.12.5455
USIC LOCATING SERVICES I 006076									
181319	04/14/23	MARCH LOCATES	5,873.74	039850	575982			P - W CONTRACT LABOR	90.70.801.08.5397
181319	04/14/23	MARCH LOCATES	5,873.73	039850	575982			P - W CONTRACT LABOR	92.70.901.08.5397
			11,747.47	*CHECK TOTAL					
		VENDOR TOTAL	11,747.47						
VALVOLINE LLC 005460									
181320	04/14/23	ACTRL TRUCK OIL CHNG	34.99	039851	51270			P - W VEHICLE MAINTENA	10.20.051.14.5541
181320	04/14/23	OIL CHANGE #208	34.99	039852	52646			P - W VEHICLE MAINTENA	10.40.500.14.5541
181320	04/14/23	OIL CHANGE #209	34.99	039853	52824			P - W VEHICLE MAINTENA	10.40.500.14.5541
181320	04/14/23	SERVICED VEHICLE #180	69.99	039854	53076			P - W VEHICLE MAINTENA	90.70.801.14.5541
			174.96	*CHECK TOTAL					
		VENDOR TOTAL	174.96						
VAN NESS/PETE 005968									
181321	04/14/23	FIRE TRAINING REIMB	500.00	039855	4-4-2023			P - W TRAINING COSTS	10.50.315.06.5259
VANCE BROTHERS INC 000957									
181322	04/14/23	ST ASPHALT CHANGLER RD	1,872.00	039856	IG00019149			P - W ASPHALT-STREET R	50.75.607.14.5621
181322	04/14/23	ST ASPHALT CHANGLER RD	673.86	039857	IG00019179			P - W ASPHALT-STREET R	50.75.607.14.5621
181322	04/14/23	ST ASPHALT CHANGLER RD	4,032.60	039858	IG00019203			P - W ASPHALT-STREET R	50.75.607.14.5621
			6,578.46	*CHECK TOTAL					
		VENDOR TOTAL	6,578.46						
VETERINARY CENTER OF LIB 004817									
181323	04/14/23	VETERINARY SERVICES	45.00	039859	21733			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039860	21563			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039861	21357			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039862	21698			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039863	21748			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039864	21723			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039865	21692			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039866	21710			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039867	21358			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039868	21555			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039869	21653			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039870	21670			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	45.00	039871	21673			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039872	21656			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	45.00	039873	21644			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039874	21662			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039875	21607			P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	65.00	039876	21657			P - W DOG CARE	10.40.3202

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
VETERINARY CENTER OF LIB 004817								
181323	04/14/23	VETERINARY SERVICES	65.00	039877	20750		P - W DOG CARE	10.40.3202
181323	04/14/23	VETERINARY SERVICES	47.95	039878	464044		P - W RESERVE-ANIMAL S	10.2408
181323	04/14/23	VETERINARY SERVICES	78.00	039878	464044		P - W VETERINARY SERVI	10.20.051.08.5358
181323	04/14/23	VETERINARY SERVICES	20.50	039878	464044		P - W RESERVE-ANIMAL S	10.2408
181323	04/14/23	VETERINARY SERVICES	20.68	039879	462967		P - W RESERVE-ANIMAL S	10.2408
181323	04/14/23	VETERINARY SERVICES	104.95	039879	462967		P - W RESERVE-ANIMAL S	10.2408
181323	04/14/23	VETERINARY SERVICES	457.12	039879	462967		P - W RESERVE-ANIMAL S	10.2408
VENDOR TOTAL			1,904.20	*CHECK TOTAL				
			1,904.20					
WEX BANK 005626								
181324	04/14/23	FUEL MARCH 2023	33,752.84	039880	88246094		P - W INVENTORY-GASOLI	10.1720
WITMER PUBLIC SAFETY GRO 005250								
181325	04/14/23	POL NAME TAGS	41.09	039881	INV223216		P - W CLOTHING EXPENSE	10.40.500.38.5812



STAFF REPORT

Planning and Zoning Case 23-10FDP

Staff: Michael Peterman, City Planner

Date: April 24, 2023

GENERAL INFORMATION

Application:	Final Development Plan for Liberty Heartland Logistics Center, Phase 2, a 676,000 sq. ft. industrial/warehouse building at Shepherd Rd and Lightburne Rd.
Applicant:	Chris Hafner 4301 Indian Creek Parkway Overland Park, KS, 66207
Owner:	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141
Location:	SE corner of Shepherd and Lightburne Road
Site Acreage/Building Size:	66 +/- Acres / 676,000 sq. ft. building
Existing Land Use/Zoning:	Undeveloped / M-1 "Light Industrial"
Future Land Use Map:	Flex/Industrial
Surrounding Land Uses/Zoning:	North: Earnest Shepherd Youth Center / R-1A "Suburban Residential" South: Hallmark/ M-1 "Light Industrial" West: Open Space/ R-1A "Suburban Residential" East: Liberty Heartland Logistics, Phase 1/ M-1 "Light Industrial"
Public Notice:	None Required
File Date:	March 3, 2023

PREVIOUS CASE

PZ Case 23-11FP:	Final Plat for Liberty Heartland Logistics Center, Phase 2, 1 lot on 66+/- acres at the SE corner of Shepherd Road and Lightburne Road is running concurrently with this application.
PZ Case 22-37PP:	Preliminary Plat for Liberty Heartland Logistics Center, 1 Lot on 66 +/- acres was approved by the City Council on July 12, 2022.

PZ Case 22-28R&PDP: Rezone and Preliminary Development Plan of 66+/- acres at the SE corner of Shepherd Road and Lightburne Road from R-1A to M-1 for Liberty Heartland Logistics Center, Phase 2 an industrial development and associated variance was approved by the City Council on July 12, 2022.

PZ Case 21-32FDP: Final Development Plan for Liberty Heartland Logistics Center, 3 industrial/warehouse buildings totaling 1.6 Million sq. ft. was approved by the City Council on June 13, 2021.

PZ Case 21-31FP: Final Plat for Liberty Heartland Logistics Center, 3 lots on 152 Acres was approved by the City Council on June 13, 2021.

PZ Case 21-22R&PDP: Rezone and Preliminary Development Plan of 152+/- acres at the SE corner of I-35 and Lightburne Road from R-1A to M-1 for Liberty Heartland Logistics Center, an industrial development and associated variances was approved by the City council on May 24, 2021

PZ Case 21-23PP: Preliminary Plat for Liberty Heartland Logistics Center, 3 Lots at the SE corner of Shepherd Road and Lightburne Road was approved by the City council on May 24, 2021

APPLICANT'S PROPOSAL

Summary

This is a proposal for Phase Two of the Liberty Heartland Logistics Center, an industrial center with an approximately 676,000 square feet building. The industrial building is proposed to be utilized for manufacturing, warehousing and distribution purposes. It will be located south of Shepherd Road and east of Lightburne Road. The zoning is M-1 "Light Industrial" which allows; non-retail business uses, light manufacturing facilities, distribution and warehousing facilities, restaurants and indoor recreational facilities. *UDO Section 30-68.1*. There are 2 proposed access points to the site from Shepherd Road.

The applicant received a variance from the Unified Development Ordinance (UDO) with the rezoning and preliminary development plan application in July 2022 to allow the dock doors and loading area to face the public right-of-way.

Use

The applicant's proposal includes approximately 676,000 square feet of industrial space in 1 building.

Site Design

The site is proposed on the south side of Shepherd Road and east of Lightburne Road. There are two proposed entrances to the site. This proposed project will be located on the west side of a stream that runs through the property no encroachment into the stream or riparian corridor is being proposed with this development.

Access/Circulation/Parking

There will be 2 proposed entrances to the site. Parking for industrial buildings is addressed in the UDO Section 30-83.2.5 where it states "All mixed-use buildings and industrial uses, including warehouse facilities shall be determined on a case-by-case basis." There are 415 parking stalls for automobiles and 153 trailer spaces proposed for the project. The southern parking lot could be expanded to accommodate future trailer parking if warranted.

Building Design/ Signage/Lighting

The buildings will all be painted concrete tilt up panels. The final elevations show the buildings at 41 ft. to 45 ft.

feet tall. The corners will be storefront type systems with glass and aluminum. The building is proposed with garage /dock doors/ loading areas on the north and south elevations. The north elevation does face Shepherd Road. The applicant has recieved a variance to this section of the UDO.

Wall signage will be allowed based on city code and the user of the space. A development monument sign will also be allowed and must obtain a separate sign permit.

To ensure that new development occurs in a manner that includes appropriate levels of on-site lighting, sites shall be designed in accordance with UDO Section 30-97.7 which states lighting, including freestanding, bollard, or lights attached to a building or canopy shall not be placed or directed to create a glare or excessive light spillage on neighboring sites or public streets.

Landscaping/ Open Space/ Tree Preservation

The applicant proposes to add 226 trees and 400 shrubs as part of the landscaping requirements. The site contains 62% open space including a conservation easement along the stream corridor to the west. The calculations for landscaping and open space do meet the requirements of the UDO Section 30-97.4 & 30-97.6.

PUBLIC INFRASTRUCTURE

The submitted plans for this application have been evaluated in accordance with the adequate public facilities ordinance. The detailed Public Improvement plans are currently in review by the Public Works and Utilities departments. Final approval of these plans must be obtained prior to building permits being issued.

Streets

The proposed development will have access to Shepherd Rd. at two points via commercial drive approaches. Minor improvements to the NE corner of the intersection of Shepherd and Lightburne will be required.

Sanitary Sewer

Sanitary sewer service will be provided via connection to an existing public sanitary sewer main on the east side of the property. No public sanitary sewer main additions are anticipated.

Water

Water service will be provided via a connection to the public main on Shepherd Rd. No public water main additions are anticipated.

Stormwater

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

STAFF ANALYSIS

In accordance with the UDO, staff's analysis of a Final Development Plan application follows section 30-27.8. Before staff may recommend approval, the UDO requires the following be determined:

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

Our Comprehensive Plan, Leading Liberty Forward (2023), lists goals and strategies that should be used to guide our community growth.

Goal 1, Strategy 1.2 states that the City should "Align infrastructure improvements and future development and redevelopment opportunities as illustrated in the plan". The Future Land Use Map designation in this area is Flex/Industrial. Flex/Industrial is an appropriate land use for this proposed project. The Flex/Industrial land use would allow manufacturing businesses, warehouses, and other non-retail uses.

Goal 3, Strategy 3.1 encourages the City to "Continue to enforce city policies regarding development requirements within floodplains, riparian corridors and stream buffers to safeguard natural features". This application does not encroach into any floodplains, riparian corridors or stream buffers.

Goal 3, Strategy 3.4 states, "Encourage the retention of healthy mature trees in both established and developing areas to protect air quality, reduce stormwater flows, promote energy conservation, and enhance the character of the community." This application provides a conservation easement along the extent of the stream and riparian corridor to the west thus protecting the existing tree canopy at that location.

Goal 6, Strategy 6.1 states, "When appropriate, align growth and redevelopment as illustrated in the plan." This area was anticipated as a Potential Development Area on the Growth and Redevelopment Framework Map (Figure 3.1).

Additionally, the Comprehensive Plan states that a Vibrant Economy is one of the City's Core Values. A Vibrant Economy is achieved by "*Maintaining sufficient inventory of land and space available for office and industrial uses will also be essential to provide opportunities for new businesses and allow existing businesses to sustain or expand their operations while supporting a strong tax base.*"

Staff believes the proposal conforms to the Future Land Use Map, Growth and Redevelopment Framework Map and Comprehensive Plan.

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

Staff finds that the application substantially conforms to the requirements set forth in the Unified Development Ordinance. The project previously received approval of a variance from UDO Section 30-97.5 proposing to have garage /dock doors/loading areas that will face Shepherd Road.

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

Staff finds that this application fully complies with the intent of city development standards and policies.

4. The plan substantially complies with the approved preliminary development plan, where applicable.

Staff finds that this application does substantially comply with the preliminary development plan.

STAFF RECOMMENDATION

Staff finds that this application meets the standards of review for a final development plan. Staff recommends approval of P&Z Case 23-10FDP.

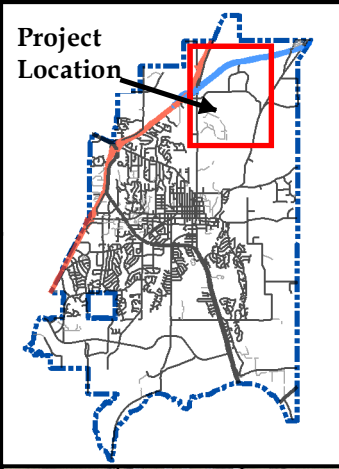
PZ RECOMMENDATION

At its April 11, 2023 meeting, the Planning Commission voted 6-0-0 to recommend approval of P&Z Case 23-10FDP as presented in the staff report.

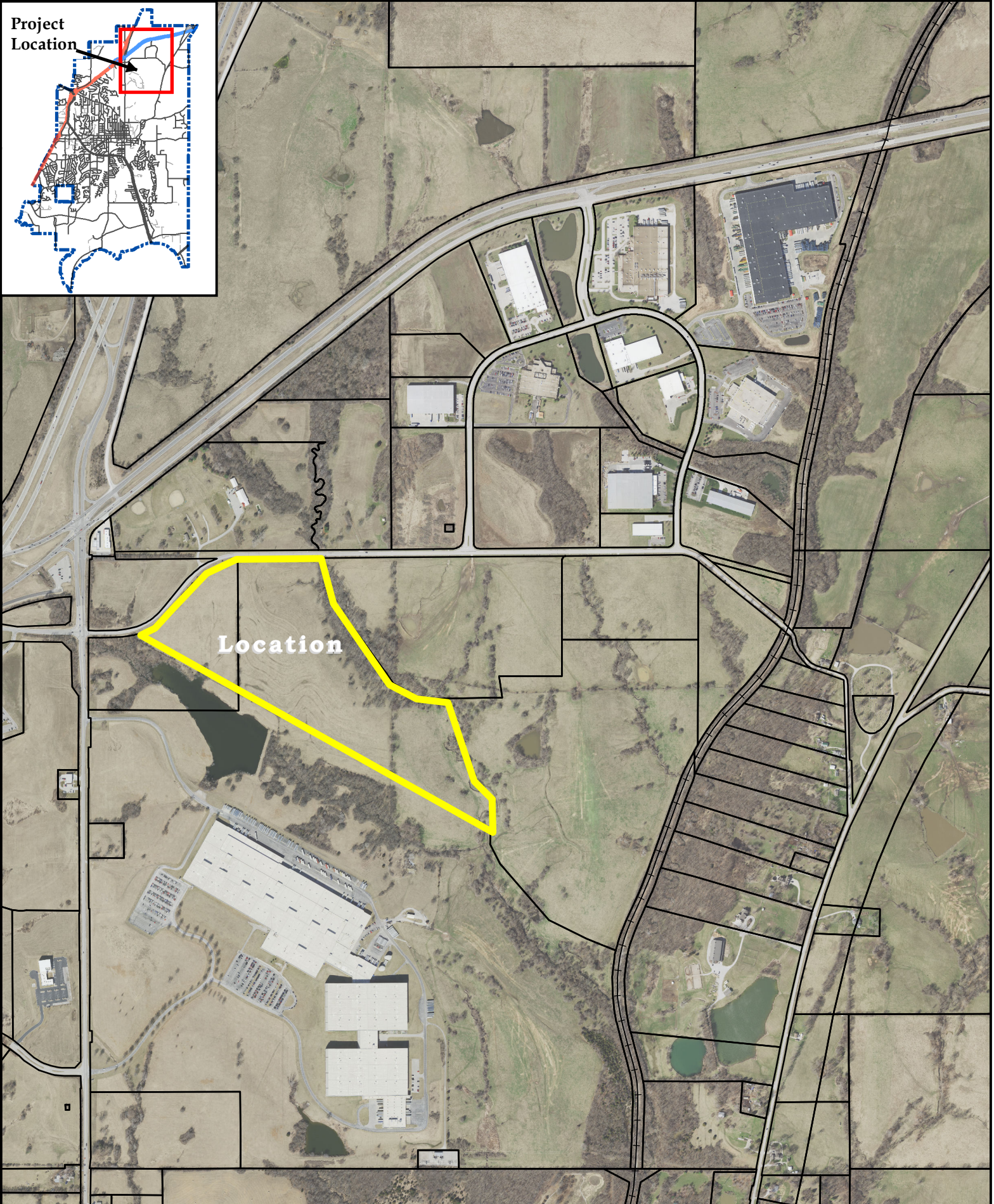
ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Site Plan
Exhibit C:	Building Elevations
Exhibit D:	Landscape Plan
Exhibit E:	PZ Minutes Excerpt
Exhibit F:	Resolution

Project
Location



Location



Local Benchmarks:

BM-#

BM-1: SQR CUT CLFFCI
N: 1133976.7620
E: 2816475.5780
Elevation: 911.10'

BM-5: SQR CUT CLFFCI
N: 1133300.1220
E: 2812694.4750
Elevation: 904.00'

BM-2: "+" CLFFCI
N: 1134067.5790
E: 2815643.8050
Elevation: 921.15'

BM-6: SQR CUT N/W COR
CONC BASE SIGN
N: 1132927.6620
E: 2812644.4720
Elevation: 933.31'

BM-3: RR-Spike W Face Pole
N: 1133250.1240
E: 2818199.3900
Elevation: 886.76'

BM-7: SQR CUT S/W COR
CONC PARKING BT LP
N: 1131755.6830
E: 2813564.8370
Elevation: 922.857'

BM-4: SQR CUT CLFFCI
N: 1133956.6650
E: 2814225.8200
Elevation: 892.28'

BM-8: SQR CUT S/E COR CNC
PAD FOR GASVALVE WEST OF
BARN
N: 1130983.7960
E: 2814809.1430
Elevation: 921.632'

Property Legend

right of way
property lines
easements
setbacks

Grading Legend

existing minor contour
existing major contour
proposed minor contour
proposed major contour

Utility Legend

existing
proposed

Linetypes

sanitary main
sanitary service
storm sewer (existing)
storm sewer (solid wall, proposed)
storm sewer (solid wall, proposed)
storm sewer (perforated, proposed)
water main
water service (fire)
water service (domestic)
water service (irrigation)
natural gas main
natural gas service schematic
underground primary electric
underground secondary electric
overhead electric
underground cable/phone/data
underground cable/phone/data service
fence-chainlink
fence-wood
fence-barbed wire
treeline

Symbols

sanitary manhole
service cleanout
force main release valve
rectangular structure
circular structure
fire hydrant
water valve
water meter
backflow preventer
natural gas meter
service transformer (pad mount)
primary switch gear
light pole
cable/phone/data junction box
street light
pedestrian street light
electric pole
guy wire
end section

Fire Protection Notes:

- Plans and specifications, in accordance with NFPA 24, for the private fire line shall be submitted for review and approval prior to installation.
- Underground fire line installation including thrust blocks shall be inspected prior to being backfilled.
- Hydrostatic testing and flushes shall be completed with the fire department as a witness

Americans with Disabilities Act (ADA) Notes:

- The running and cross slopes for all sidewalks, accessible paths, ramps, designated parking stalls, etc., shall be in compliance with latest Federal ADA guidelines, in addition to any accessibility standards adopted by the governing municipality. Prior to installation/construction, if any discrepancies are found within the plans, the Engineer shall be notified.
- All ADA parking areas shall have NO slopes greater than 2% in any direction.

Construction Legend

concrete pavement
standard asphalt
heavy duty asphalt
concrete sidewalk
standard curb & gutter
standard ribbon curb & gutter
retaining wall
detention basin
fire lane striping

Construction Notes:

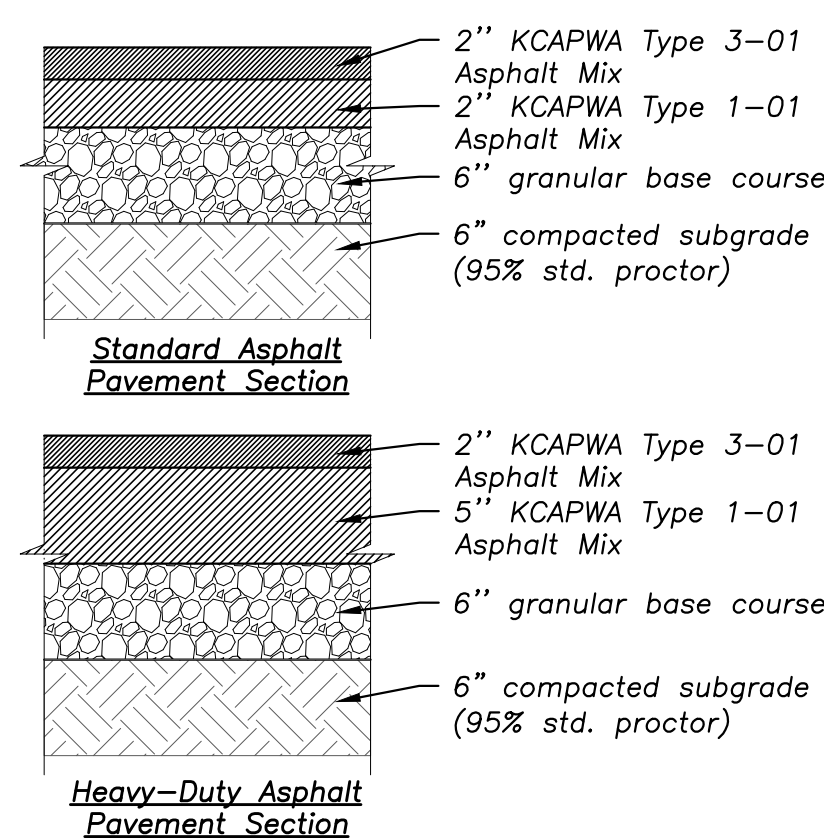
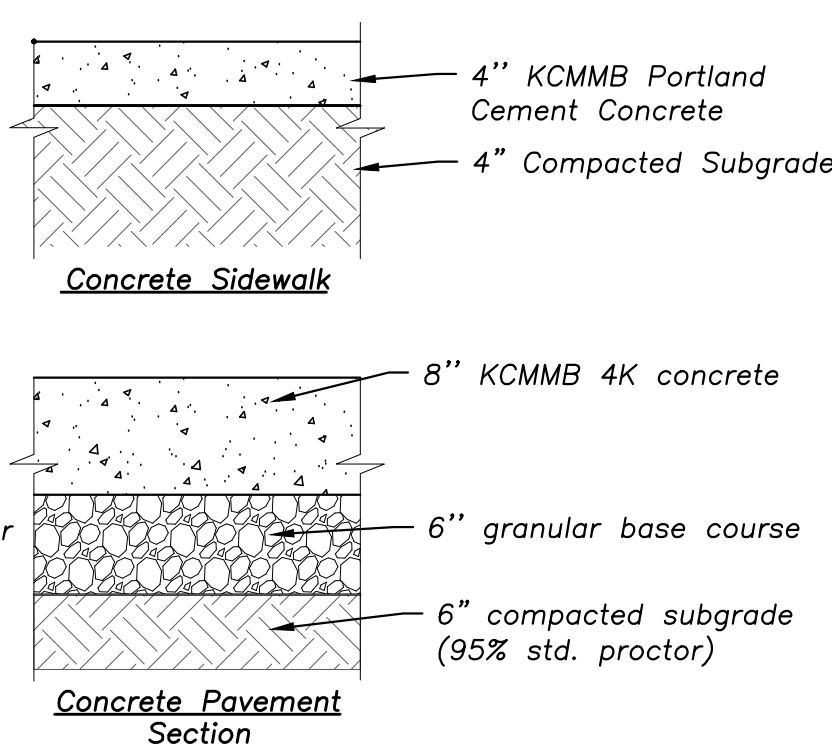
- Construct type "CG-1 wet" curb & gutter where indicated (see legend).
- Construct standard ribbon curb & gutter where indicated (see legend).
- Install heavy duty asphalt pavement (see legend).
- Install standard duty asphalt pavement (see legend).
- Install heavy duty concrete pavement (see legend).
- Install heavy duty concrete 10' wide Dolly pad.
- Install concrete ADA parking pad (see Americans with Disabilities Act (ADA) Notes).
- Install concrete pads at building entries.
- Install concrete sidewalk (see legend).
- Install ADA ramps (see sheet C2.7 for details).
- Site lighting as shown on photometric plans for details.
- Install retaining wall with railing, design by others, (see structural plans for details).
- Install concrete flume w/ riprap.
- Proposed storm sewer (see sheet C1.3 for details).
- Proposed water main extension for fire protection w/ fire hydrant assembly (see sheet C1.3).
- Proposed sanitary sewer service connection to existing 6" PVC service stub.
- Install primary power conduits from existing power pole w/drop (coordinate with utility provider).
- Install transformer pad (coordinate with utility provider).
- Install communication lines (coordinate with utility providers).
- Install domestic water service w/meter (coordinate with City of Liberty).
- Install Fire Department Connection (FDC).
- Proposed stormwater detention basin.
- Install Monument Sign.
- Contractor shall coordinate building downspout locations with storm sewer (TBD).
- Paint Fire Lane curbs in red, Painted "NO PARKING FIRE LANE" in 6" tall using white paint every 25 feet on curbs as shown (see legend).
- All construction areas adjacent to dedicated conservation easement tracts shall be clearly marked "Conservation Easement" and shall not be disturbed on site during construction.
- Dashed lines represent future expansion of Trailer Parking Lot.
- Construct Concrete Commercial Entry Drive per City of Liberty detail.

Civil Engineer:

Davidson Architecture & Engineering, LLC
Mr. Paul A. Miller, P.E.
4301 Indian Creek Pkwy.
Overland Park, KS 66207
Phone: (913) 451-9390
Email: Paul@daidsoneae.com

Owner Information

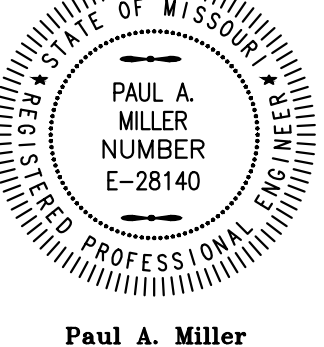
The OPUS Group
2020 Baltimore Ave, Suite 120
Kansas City, MO 64108
Mr. Oscar Healy
(816) 480-4324



1 General Layout Plan
scale: 1"=100'
0 50 100 200

4301 Indian Creek Parkway
Overland Park, KS 66207
phone: 913.451.9390
fax: 913.451.9391
www.davidsonae.com

Davidson Architecture
& Engineering, LLC
License # 2010029713



Paul A. Miller
License # E-28140

Cons
Easer
Area
115,27

a new development
LHLC Building D
Shepherd Road
Liberty, Missouri

date 02.23.2023
drawn by PAM
checked by PAM
revisions

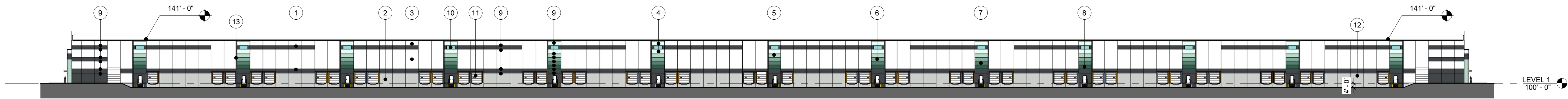
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C1.2

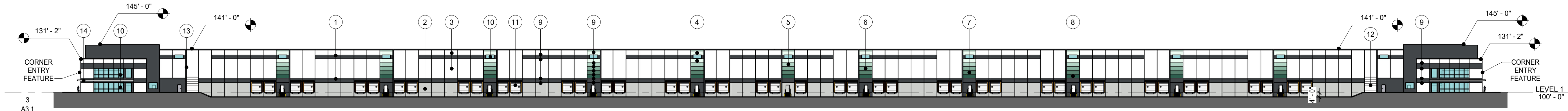
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Permit
project number
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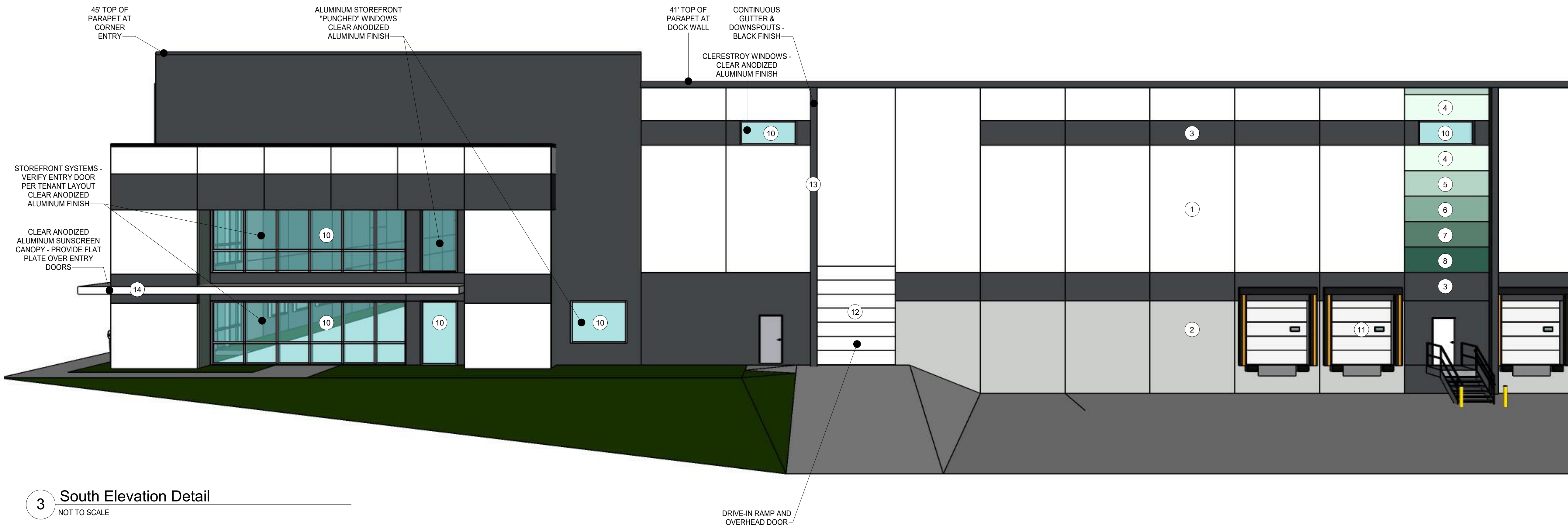
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1 North Elevation
1" = 50'-0"



2 South Elevation
1" = 50'-0"



3 South Elevation Detail
NOT TO SCALE

KEYNOTE LEGEND

- 1 PRECAST CONCRETE PAINTED COLOR #1 – SW 7757 HIGH REFLECTIVE WHITE OR SIMILAR
- 2 PRECAST CONCRETE PAINTED COLOR #2 – SW 7661 NATURAL REFLECTIONS OR SIMILAR
- 3 PRECAST CONCRETE PAINTED COLOR #3 – SW 7076 CYBERSPACE OR SIMILAR
- 4 PRECAST CONCRETE PAINTED COLOR #4 – SW 6456 SLOW GREEN OR SIMILAR
- 5 PRECAST CONCRETE PAINTED COLOR #5 – SW 6456 SLOW GREEN OR SIMILAR
- 6 PRECAST CONCRETE PAINTED COLOR #6 – SW 6464 ALOE OR SIMILAR
- 7 PRECAST CONCRETE PAINTED COLOR #7 – SW 9042 VERDIGREEN OR SIMILAR
- 8 PRECAST CONCRETE PAINTED COLOR #8 – SW 6468 HUNT CLUB OR SIMILAR
- 9 HORIZONTAL REVEAL
- 10 VISION GLASS WITH CLEAR ANODIZED ALUMINUM FRAME
- 11 OVERHEAD DOCK DOOR - 9' X 10'
- 12 OVERHEAD DRIVE-IN DOOR - 12' X 14'
- 13 CONTINUOUS GUTTER AND DOWNSPOUTS - BLACK FINISH
- 14 CLEAR ANODIZED ALUMINUM COMPOSITE METAL CANOPY

CONSULTANT

PROJECT

LHL-Building D

PROJECT ADDRESS
Liberty Heartland Logistics
Liberty, MO

PROJECT NUMBER
31992000

ISSUE RECORD

DATE
03.20.2023
PROJECT MANAGER
31992000
DRAWN BY
GS
CHECKED BY
MS

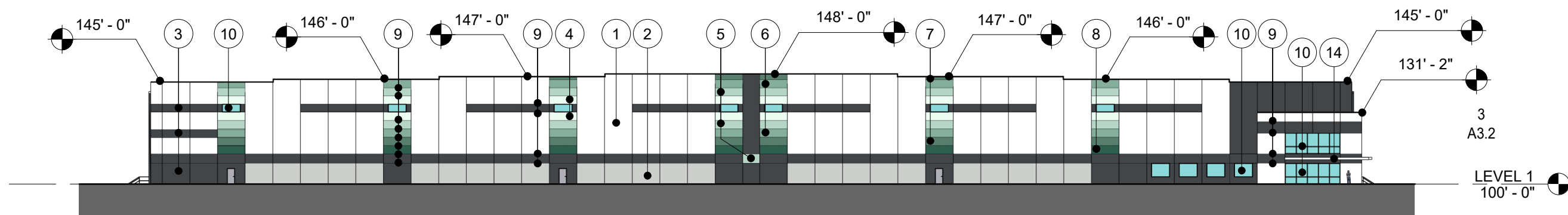
REGISTRATION



SHEET TITLE
Exterior Elevations

SHEET NUMBER

A3.1

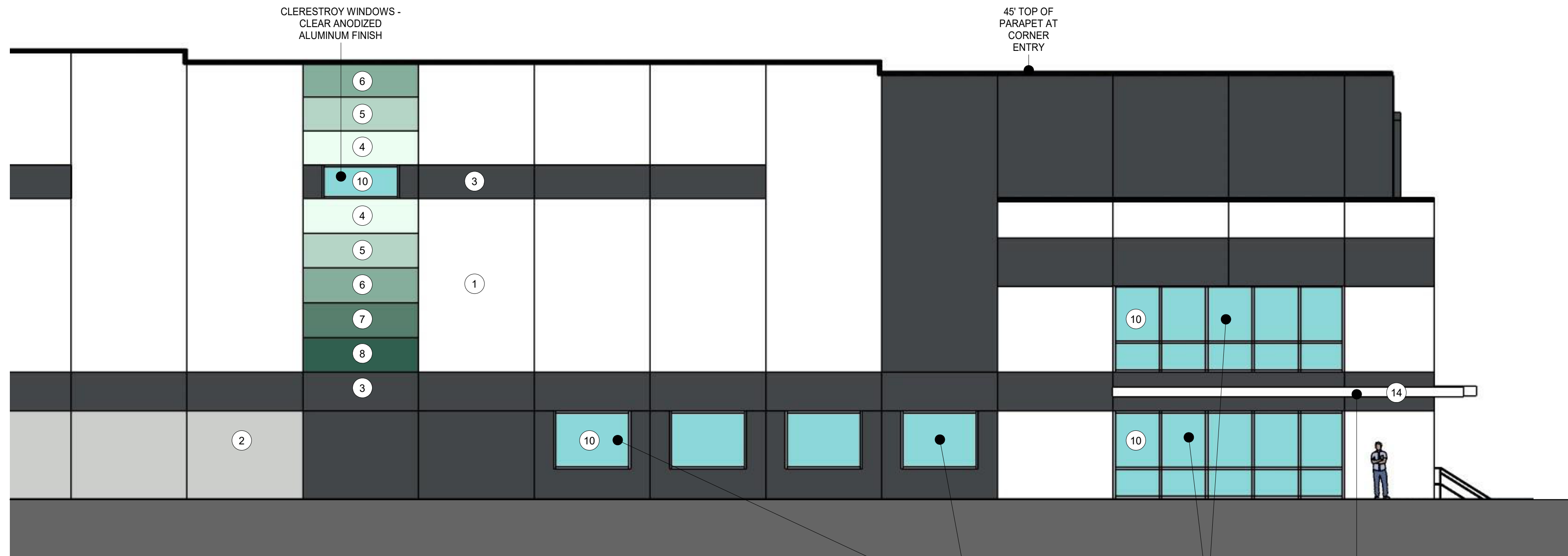


1 West Elevation (East Elevation Opposite)
1" = 50'-0"



2 View of Entry Corner
NOT TO SCALE

KEYNOTE LEGEND	
1	PRECAST CONCRETE PAINTED COLOR #1 - SW 7757 HIGH REFLECTIVE WHITE OR SIMILAR
2	PRECAST CONCRETE PAINTED COLOR #2 - SW 7861 NATURAL REFLECTIONS OR SIMILAR
3	PRECAST CONCRETE PAINTED COLOR #3 - SW 7076 CYBERSPACE OR SIMILAR
4	PRECAST CONCRETE PAINTED COLOR #4 - SW 6456 SLOW GREEN OR SIMILAR
5	PRECAST CONCRETE PAINTED COLOR #5 - SW 6456 SLOW GREEN OR SIMILAR
6	PRECAST CONCRETE PAINTED COLOR #6 - SW 6464 ALOE OR SIMILAR
7	PRECAST CONCRETE PAINTED COLOR #7 - SW 9042 VERDIGREEN OR SIMILAR
8	PRECAST CONCRETE PAINTED COLOR #8 - SW 6468 HUNT CLUB OR SIMILAR
9	HORIZONTAL REVEAL
10	VISION GLASS WITH CLEAR ANODIZED ALUMINUM FRAME
11	OVERHEAD DOCK DOOR - 9' X 10'
12	OVERHEAD DRIVE-IN DOOR - 12' X 14'
13	CONTINUOUS GUTTER AND DOWNSPOUTS - BLACK FINISH
14	CLEAR ANODIZED ALUMINUM COMPOSITE METAL CANOPY



3 West Elevation Detail
NOT TO SCALE

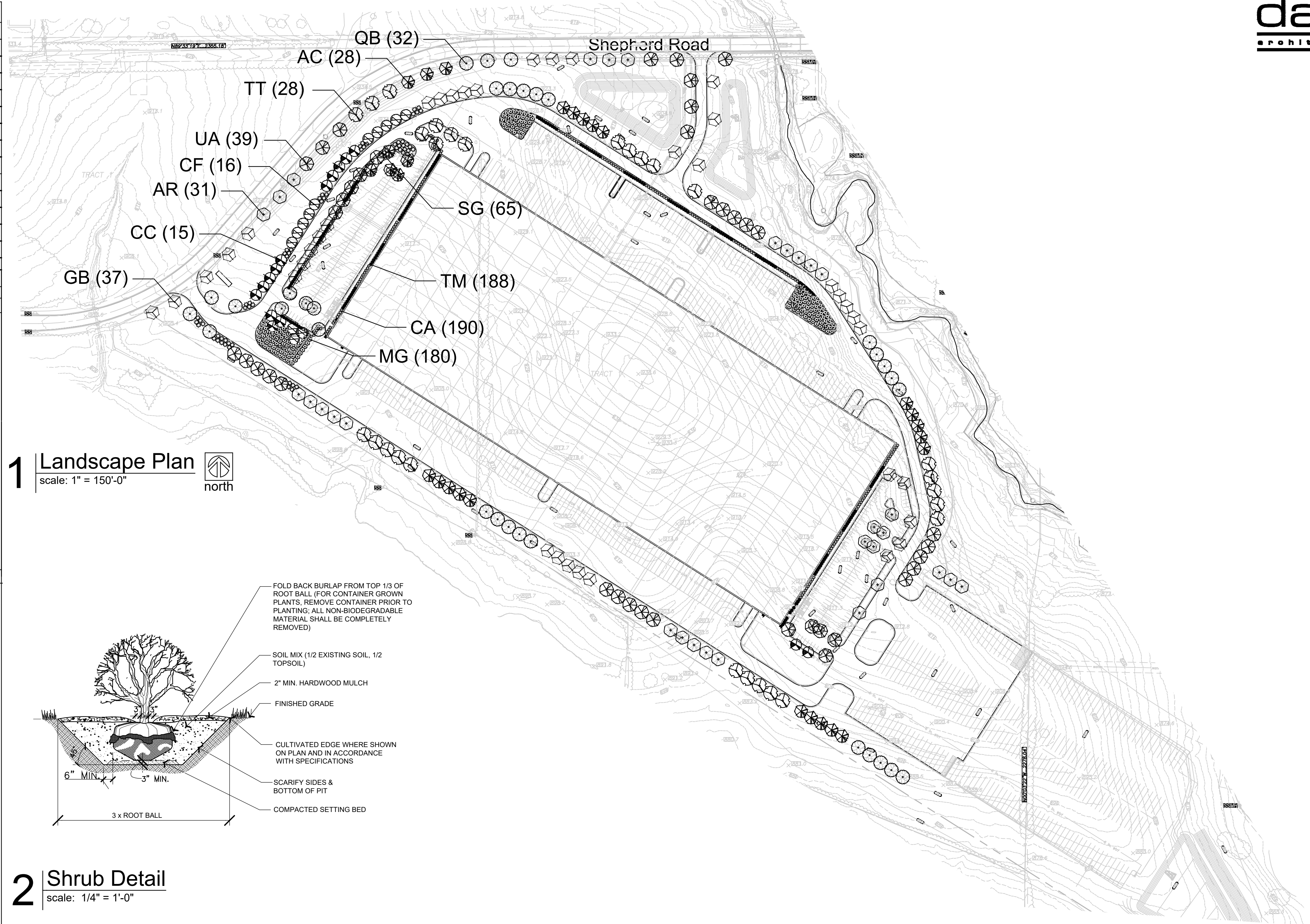
PLANT SCHEDULE						
	KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
SHADE TREES	GB	37	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo	1.5" cal.	per plan
	AR	31	Acer Rubrum 'Red Sunset'	Red Sunset Maple	1.5" cal.	per plan
	UA	39	Ulmus americana 'New Harmony'	New Harmony Elm	1.5" cal.	per plan
	TT	28	Tilia tomentosa 'Sterling'	Sterling Silver Linden	1.5" cal.	per plan
	AC	28	Acer Saccharum 'Fall Fiesta'	Fall Fiesta Sugar Maple	1.5" cal.	per plan
	QB	32	Quercus Bicolor	Swamp White Oak	1.5" cal.	per plan
	CC	15	Cercis Canadensis	Eastern Redbud	1.5" cal.	per plan
ORNAMENTAL TREE	CF	16	Cornus florida	White Flowering Dogwood	1.5" cal.	per plan
EVERGREEN TREE	JV	0	Juniperus Virginiana	Eastern Red Cedar	5'-6" ht.	per plan
	PS	0	Pinus Strobus 'Fastigiata'	Pyramidal White Pine	5'-6" ht.	per plan
	BC	0	Taxodium Distichum 'Shawnee Brave'	Bald Cypress 'Shawnee Brave'	5'-6" ht.	per plan
	SG	65	Juniperus x Pfitzeriana 'Sea Green'	Sea Green Juniper	3 gal.	per plan
SHRUBS AND GRASSES	TM	188	Taxus x media 'Hicksii'	Hicks Yew	3 gal.	per plan
	CA	190	Calamagrostis x Acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	3 gal.	per plan
	MG	180	Miscanthus Sinensis 'Gracillimus'	Maiden Grass	3 gal.	per plan
	SG	65	Juniperus x Pfitzeriana 'Sea Green'	Sea Green Juniper	3 gal.	per plan

*NOTE: ALL PLANTS TO COMPLY WITH ANSI Z60.1, AMERICAN STANDARD FOR NURSERY STOCK

LANDSCAPE CALCULATIONS:

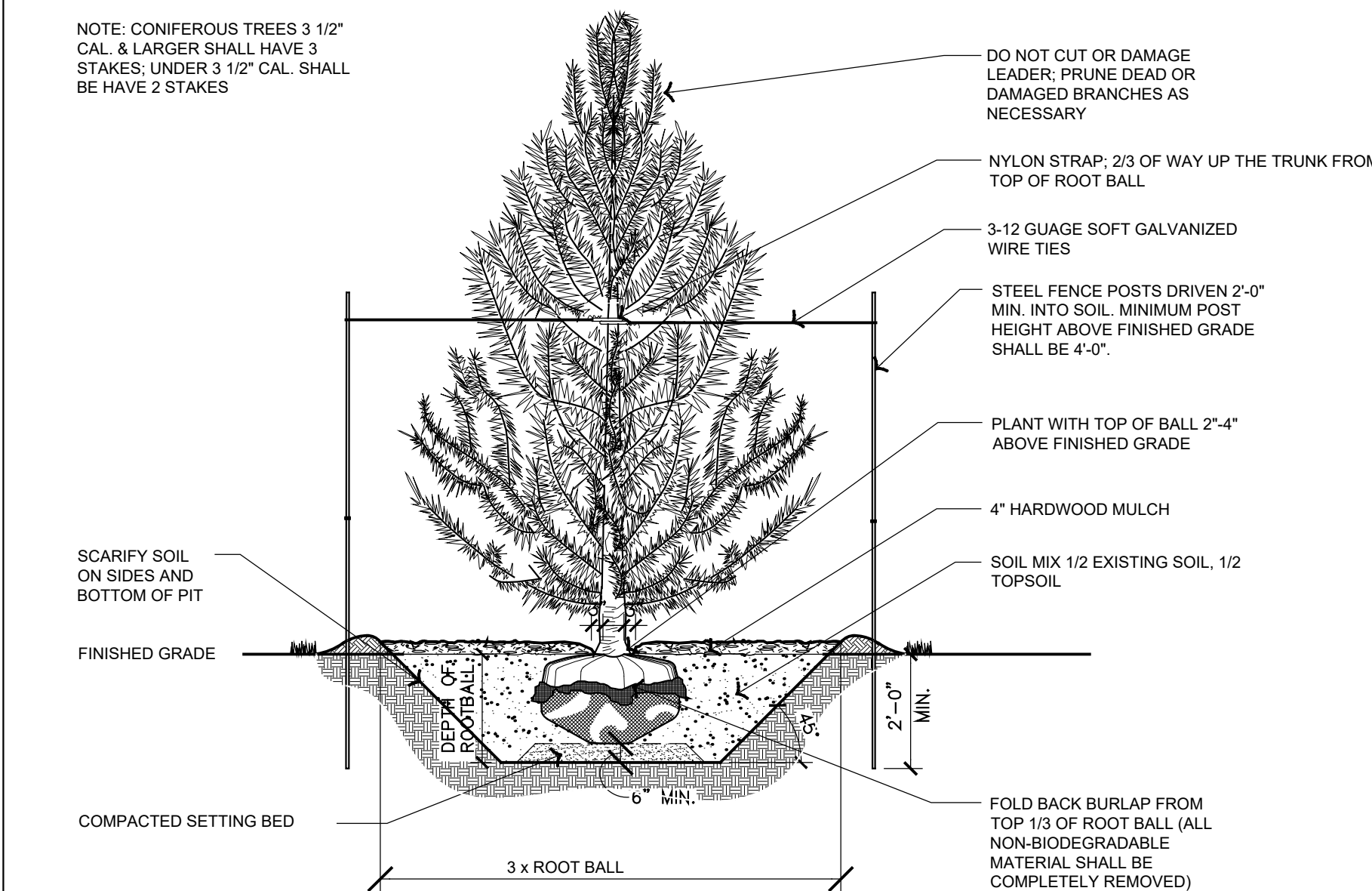
Sec. 30-97.4.	Building D
2 Parking Lot Landscaping a. Large growing trees - 1 per 10 parking spaces b. Small growing trees - 1 per 15 parking spaces c. Shrubs - 1 per 2 parking spaces d. Islands - 125 sq. ft. min., min. width of 7' e. Lot w/ over 200 cars - 30% trees & 20% shrubs in islands min.	Parking Lot Landscaping - 415 parking spaces 415 / 10 large growing trees = 42 415 / 15 small growing trees = 28 415 / 2 shrubs = 208 shrubs
3 Street Frontage Landscaping a. Public streets - 1 tree per 50 lineal feet b. Private drives - 1 tree per 50 lineal feet	Street Frontage Landscaping Shepherd Road 1,610' / 50' = 32 large growing trees North Private Drive 352' / 50' = 7 large growing trees West Private Drive 190' / 50' = 4 large growing trees
4 Open Space Landscaping a. Every 3,000 sq. ft. of building area - 1 large growing tree or 2 small growing trees b. Every 250 sq. ft. of building area - 1 shrub, but not more than 400 shrubs required	Open Space Landscaping 338,000 / 3,000 = 113 large growing trees 338,000 / 250 = 1,352 shrubs, 400 required
6 Planting Selection a. Street trees selected from city tree board's list of approved species b. Follow USDA Cold Hardiness Zone 6a & American Horticultural Society Heat Zone 7 c. Planting season September through June d. Large growing trees - 1.5" cal., small growing trees - 1.5" cal., conifer / evergreen - 5' tall, shrubs - 3-gallon container, perennials - 1-gallon container	

- LANDSCAPE NOTES:**
- LANDSCAPE NOTES SHALL APPLY TO ALL LANDSCAPE DRAWINGS.
 - LOCATION OF ALL UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION OPERATIONS.
 - LIMITS OF CONSTRUCTION ARE THE PROPERTY LINES, UNLESS OTHERWISE NOTED ON THE PLANS. EXCEPT WHERE ACCESS BEYOND IS REQUIRED FOR CONSTRUCTION RELATED TO UTILITY INSTALLATION AND EQUIPMENT ACCESS TO THE SITE.
 - REFER TO CIVIL DRAWINGS FOR ALL GRADING AND BERMING, EROSION CONTROL, STORM DRAINAGE, UTILITIES AND SITE LAYOUT.
 - THE CONTRACTOR SHALL ARRANGE AND CONDUCT A PRE-CONSTRUCTION MEETING ONSITE WITH LANDSCAPE ARCHITECT PRIOR TO ALL WORK.
 - PLANT QUANTITIES ARE FOR INFORMATION ONLY. DRAWING SHALL PREVAIL IF CONFLICT OCCURS. CONTRACTOR IS RESPONSIBLE FOR CALCULATING OWN QUANTITIES AND BID ACCORDINGLY.
 - THE CONTRACTOR IS TO NOTIFY LANDSCAPE ARCHITECT AFTER STAKING IS COMPLETED AND BEFORE PLANT PITS ARE EXCAVATED.
 - THE CONTRACTOR SHALL PLACE PINE STRAW MULCH AROUND ALL TREES TO A DEPTH OF 3", AND IN ALL PLANTING BEDS TO A DEPTH OF 2". WALNUT PRODUCTS ARE PROHIBITED.
 - TREE LOCATIONS IN AREAS ADJACENT TO DRIVES, WALKS, WALLS AND LIGHT FIXTURES MAY BE FIELD ADJUSTED AS APPROVED BY THE LANDSCAPE ARCHITECT.
 - KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, ANSI-280-2004, OR MOST RECENT EDITION.
 - THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE LANDSCAPE ARCHITECT.
 - THE PLAN IS SUBJECT TO CHANGES BASED ON PLANT SIZE AND MATERIAL AVAILABILITY. ALL CHANGES OR SUBSTITUTIONS MUST BE APPROVED BY THE CITY OF LIBERTY, MISSOURI AND THE LANDSCAPE ARCHITECT.
 - PLANTING OF TREES, SHRUBS, SODDED AND SEEDED TURFGRASS SHALL BE COMMENCED DURING EITHER THE SPRING (APRIL 15-JUNE 15) OR FALL (SEPTEMBER 1-NOVEMBER 15) PLANTING SEASON AND WITH WATER AVAILABLE FOR IRRIGATION PURPOSES.
 - STEEL EDGING TO BE USED ON ALL LANDSCAPE BEDS ABUTTING SODDED AREAS.
 - LANDSCAPE CONTRACTOR IS TO BE RESPONSIBLE FOR WATERING ALL PLANT MATERIALS UNTIL THE TIME THE PERMANENT IRRIGATION SYSTEM IS FULLY FUNCTIONAL AND ACCEPTANCE OF THE PROJECT HAS TAKEN PLACE. ANY MATERIAL, WHICH DIES OR DEFOLIATES PRIOR TO ACCEPTANCE OF THE WORK) WILL BE PROMPTLY REMOVED AND REPLACE.
 - THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES AND ANNUALS WITHIN 21 DAYS FOLLOWING THE AWARD OF THE CONTRACT.
 - ALL TREES SHALL BE CALLIPERED AND UNDERSIZED TREES SHALL BE REJECTED. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT LIST. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON THE DRAWINGS.
 - STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE LANDSCAPE ARCHITECT FOR APPROVAL BY THE OWNER PRIOR TO PLANTING.
 - ALL DISTURBED AREAS NOT OTHERWISE COVERED BY BUILDING, PAVEMENT, LANDSCAPE BEDS SHALL BE SODDED WITH TURF TYPE TALL FESCUE UNLESS OTHERWISE INDICATED BY THE OWNER.
 - ALL EXTERIOR GROUND OR BUILDING MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO MECHANICAL EQUIPMENT AND UTILITY METER BANKS SHALL BE SCREENED FROM PUBLIC VIEW WITH EVERGREEN LANDSCAPING THAT IS 6" TALLER THAN THE EQUIPMENT BEING SCREENED AT THE TIME OF PLANTING.
 - PREPARE PLANTING BEDS BY INCORPORATING AN APPROVED COMPOSTED ORGANIC SOIL INTO EXISTING SOIL FOR ALL SHRUB, PERENNIAL AND ANNUAL PLANTING BEDS AT A MINIMUM DEPTH OF 6". THOROUGHLY MIX ORGANIC MATERIAL INTO THE EXISTING SOIL BY ROTOTILLING OR OTHER APPROVED METHOD TO A MINIMUM DEPTH OF 12".
 - APPLY A COMMERCIAL ROOT STIMULATOR (APPROVED BY LANDSCAPE ARCHITECT PRIOR TO USE) TO ALL SHRUBS AND GROUND COVERS AT RATES RECOMMENDED BY MANUFACTURER DURING FIRST PLANT WATERING FOLLOWING INSTALLATION.
 - ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH A HIGH EFFICIENCY AUTOMATIC IRRIGATION SYSTEM ACHIEVING 100% EVEN COVERAGE OF ALL LANDSCAPE AREAS. IRRIGATION SYSTEM SHALL BE DESIGN-BUILD TO MEET ALL CITY REQUIREMENTS.
 - TREE PROTECTION FENCING SHALL BE INSTALLED AND APPROVED BY THE CITY FORESTER PRIOR TO ANY LAND DISTURBANCE. TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETE ON THE PROJECT. NO PARKING OF VEHICLES, MATERIAL STORAGE, WASHOUTS OR GRADING ARE ALLOWED WITHIN THE FENCING. IF THE FENCING MUST BE REMOVED OR RELOCATED, THE CITY FORESTER SHALL BE CONTACTED FOR PRIOR APPROVAL.
 - A CERTIFIED ARBORIST SHALL PRUNE ALL EXISTING TREES TO REMAIN. TREES CONFLICTING WITH BUILDING OR OVERLAPPING LANDSCAPE BEDS SHALL BE PRUNED UP TO ALLOW FOR 12' OF CLEARANCE UNDER CANOPY.
 - ALL LAWN AREAS SHALL RECEIVE A MINIMUM OF 6-INCH DEPTH TOPSOIL. COMPACTED TO 85% MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.
 - THE ENTIRE SURFACE TO BE SODDED SHALL BE REASONABLY SMOOTH AND FREE FROM STONES, ROOTS, OR OTHER DEBRIS.
 - SOD SHALL BE MACHINE STRIPPED AT A UNIFORM SOIL THICKNESS OF APPROXIMATELY ONE INCH (PLUS OR MINUS 1/4 INCH). THE MEASUREMNT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH, AND SHALL BE DETERMINED AT THE TIME OF CUTTING IN THE FIELD. PRECAUTIONS SHALL BE TAKEN TO PREVENT DRYING AND HEATING. SOD DAMAGED BY HEAT AND DRY CONDITIONS, SOD CUT MORE THAN 18 HOURS BEFORE BEING INCORPORATED INTO THE WORK SHALL NOT BE USED.
 - HANDLING OF SOD SHALL BE DONE IN A MANNER THAT WILL PREVENT TEARING, BREAKING, DRYING AND OTHER DAMAGE. PROTECT EXPOSED ROOTS FROM DEHYDRATION. DO NOT DELIVER MORE SOD THAN CAN BE LAID WITHIN 24 HOURS.
 - MOISTEN PREPARED SURFACE IMMEDIATELY PRIOR TO LAYING SOD. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE INSTALLING SOD. FERTILIZE, HARROW OR RAKE FERTILIZER INTO TOP 1-1/2-INCHES OF TOPSOIL, AT A UNIFORM RATE OF ONE POUND OF NITROGEN PER 100 SF.
 - SOD SHALL BE CAREFULLY PLACED IN THE DIRECTION PARALLEL WITH THE SLOPE OF THE AREA TO BE SODDED. SOD STRIPS SHALL BE BUTTED TOGETHER BUT NOT OVERLAPPED WITH THE SEAMS STAGGERED ON EACH ROW.
 - FERTILIZER SHALL BE 10-10-5 COMMERCIAL FERTILIZER OF THE GRADE, TYPE AND FORM SPECIFIED AND SHALL COMPLY WITH THE RULES OF THE STATE OF KANSAS DEPARTMENT OF AGRICULTURE. FERTILIZER SHALL BE IDENTIFIED ACCORDING TO THE PERCENT N, P, K, IN THAT ORDER.
 - SATURATE SOD WITH FINE WATER SPRAY WITHIN TWO HOURS OF PLANTING. DURING FIRST WEEK AFTER PLANTING, WATER DAILY OR MORE FREQUENTLY AS NECESSARY TO MAINTAIN MOIST SOIL TO A MINIMUM DEPTH OF FOUR INCHES BELOW SOD.
 - CONTRACTOR SHALL PROVIDE FULL MAINTENANCE FOR SODDED TURF GRASS FOR A PERIOD OF 30 DAYS AFTER THE DATE OF FINAL ACCEPTANCE. AT THE END OF THE MAINTENANCE PERIOD, A HEALTHY, WELL-ROOTED, EVEN-COLORED, VIABLE TURF MUST BE ESTABLISHED. THE TURF GRASS SHALL BE FREE OF WEEDS, OPEN JOINTS, BARE AREAS AND SURFACE IRREGULARITIES.
 - IN THE EVENT OF WORK IN OR ON THE JCW SANITARY MAIN, ANY TREES OR PLANTINGS PLACED WITHIN THE SEWER EASEMENT MAY BE REMOVED WITHOUT REPLACEMENT OR COMPENSATION THERE-OF AND SHALL BE REPLACED BY THE PROPERTY OWNER AS REQUIRED BY THE CITY.
 - LANDSCAPE ADJACENT TO THE FIRE DEPARTMENT CONNECTION AND FIRE HYDRANT SHALL ALLOW FOR UNOBSTRUCTED VISIBILITY AND ACCESS, WITH NO SHRUBS OR TREES WITH IN A 3' RADIUS OF THE FIRE DEPARTMENT CONNECTION OR FIRE HYDRANT.



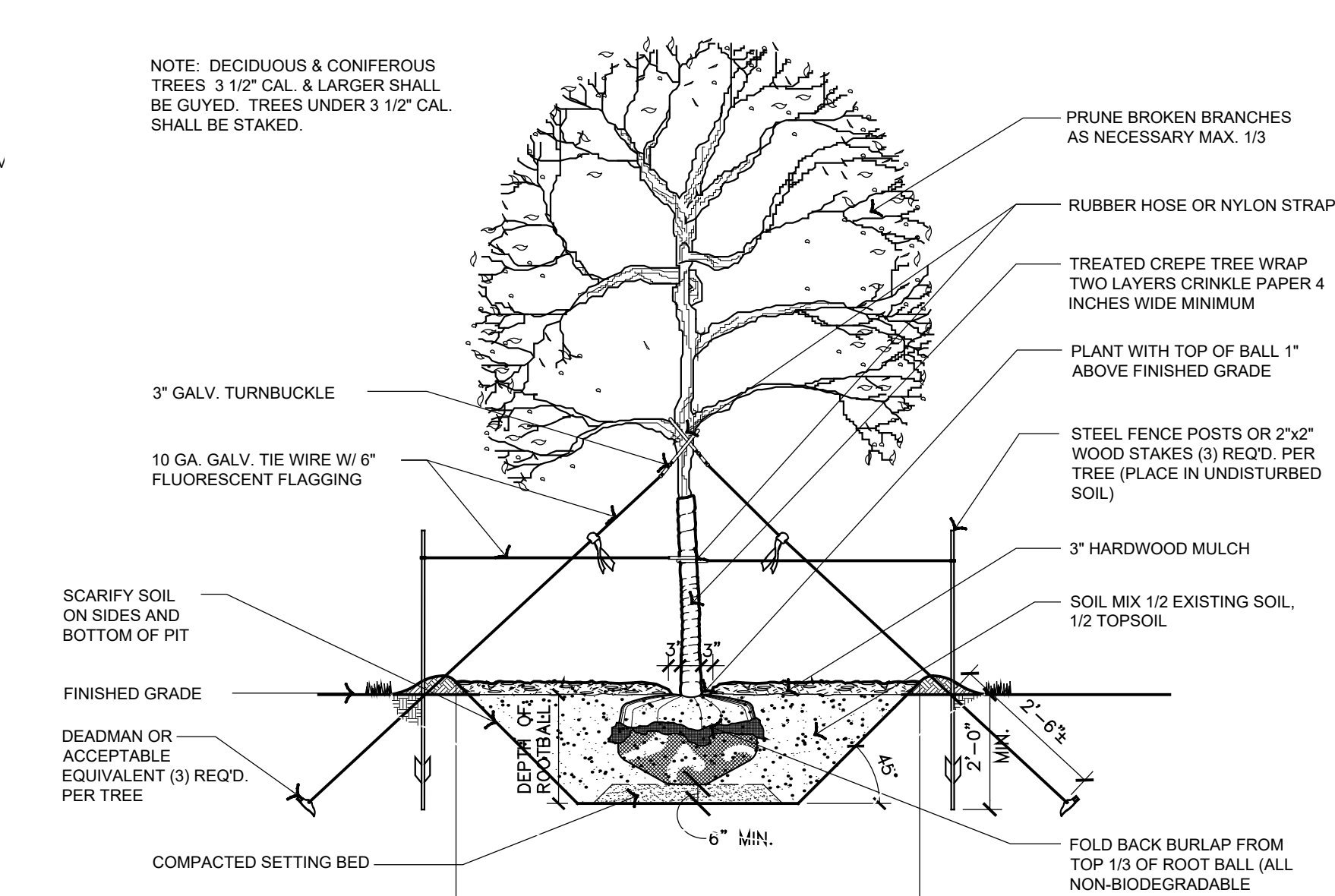
2 Shrub Detail

scale: 1/4" = 1'-0"



4 Evergreen Tree Detail

scale: 1/4" = 1'-0"



3 Deciduous Tree Detail

scale: 1/4" = 1'-0"

- A. **P&Z Case 23-10FDP:** Final Development Plan for Liberty Heartland Logistics Center, Phase 2, a 676,000 sq. ft. industrial/warehouse building at Shepherd Rd and Lightburne Rd.

Mr. Peterman presented the case as described in the staff report.

Commissioner Dilts asked if there were limitations to planting specific trees in our Community.

Ms. Sharp stated that the city does have a "No Plant List" that developers use when selecting the species to plant for their projects. She also stated that the City's Parks Department reviews all the landscape plans submitted with development applications.

Mike Stromberg, OPUS, 4301 Indian Creek Parkway, Overland Park, KS 66207, introduced Paul Miller, with Davidson Architecture. Mr. Stromberg presented where the project is at this time, showing the requested building in relation to the approved buildings on site.

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

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

Vote: Motion passed 6-0-0

Yes: Dilts, Evans, Howard, Reinier, Rosekrans, Waterman

No: None

Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, April 24, 2023.

RESOLUTION NO. _____

FINAL DEVELOPMENT PLAN FOR LIBERTY HEARTLAND LOGISTICS CENTER,
PHASE II AT SE CORNER OF SHEPHERD ROAD AND LIGHTBURNE STREET,
IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for Liberty Heartland Logistics Center, Phase II located at the SE Corner of Shepherd Road and Lightburne Street in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on April 11, 2023 and the City Council on April 24, 2023; and

WHEREAS, pursuant to the Unified Development Ordinance (UDO) of the City of Liberty, the City Council finds that the final development plan described duly conforms to the standards and requirements of ordinances in place at the time of the application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for Liberty Heartland Logistics Center, Phase II, located at the SE Corner of Shepherd Road and Lightburne Street, in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 23-11FP

Staff: Michael Peterman, City Planner

Date: April 24, 2023

GENERAL INFORMATION

Application:	Final Plat for Liberty Heartland Logistics Center, Phase 2, 1 lot on 66+/- acres at the SE corner of Shepherd Road and Lightburne Road
Applicant:	Chris Hafner 4301 Indian Creek Parkway Overland Park, KS, 66207
Owner:	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141
Location:	SE corner of Shepherd and Lightburne Road
Site Acreage/Building Size:	66 +/- Acres / 676,000 sq. ft. building
Existing Land Use/Zoning:	Undeveloped / M-1 "Light Industrial"
Future Land Use Map:	Flex/Industrial
Surrounding Land Uses/Zoning:	North: Earnest Shepherd Youth Center / R-1A "Suburban Residential" South: Hallmark/ M-1 "Light Industrial" West: Open Space/ R-1A "Suburban Residential" East: Liberty Heartland Logistics, Phase 1/ M-1 "Light Industrial"
Public Notice:	None Required
File Date:	March 3, 2023

PREVIOUS CASES/SITE HISTORY

PZ Case 23-10FDP:	Final Development Plan for Liberty Heartland Logistics Center, Phase 2, a 676,000 sq. ft. industrial/warehouse building at Shepherd Rd and Lightburne Rd. is running concurrently with this application.
PZ Case 22-37PP:	Preliminary Plat for Liberty Heartland Logistics Center, 1 Lot on 66 +/- acres was approved by the City Council on July 12, 2022.
PZ Case 22-28R&PDP:	Rezone and Preliminary Development Plan of 66+/- acres at the SE corner of Shepherd

Road and Lightburne Road from R-1A to M-1 for Liberty Heartland Logistics Center, Phase 2 an industrial development and associated variance was approved by the City Council on July 12, 2022.

PZ Case 21-32FDP: Final Development Plan for Liberty Heartland Logistics Center, 3 industrial/warehouse buildings totaling 1.6 Million sq. ft. was approved by the City Council on June 13, 2021.

PZ Case 21-31FP: Final Plat for Liberty Heartland Logistics Center, 3 lots on 152 Acres was approved by the City Council on June 13, 2021.

PZ Case 21-22R&PDP: Rezone and Preliminary Development Plan of 152+/- acres at the SE corner of I-35 and Lightburne Road from R-1A to M-1 for Liberty Heartland Logistics Center, an industrial development and associated variances was approved by the City council on May 24, 2021

PZ Case 21-23PP: Preliminary Plat for Liberty Heartland Logistics Center, 3 Lots at the SE corner of Shepherd Road and Lightburne Road was approved by the City council on May 24, 2021

DESCRIPTION OF PROPOSAL

Technical Information

This is a proposal for the Final Plat of the Liberty Heartland Logistics Center, Phase 2, a proposed industrial lot on 66+/- acres with a 676,000 sq. ft. building. The industrial building is proposed to be utilized for manufacturing, warehousing and distribution purposes.

PUBLIC INFRASTRUCTURE

Facility	City Standard	Status
Streets	Direct connection to fully improved street network	The property has access to Shepherd Road on the north.
Sanitary Sewer	Direct, gravity flow connection	Sanitary sewer service will be provided via connection to an existing public sanitary sewer main on the east side of the property. No public sanitary sewer main additions are anticipated.
Water	Direct connection to City water services	Water service will be provided via a connection to the public main on Shepherd Rd. No public water main additions are anticipated.
Storm Water	Storm water must be released at an acceptable rate	Storm water will be collected on the property and directed into a combination of storm water quality best management practices and storm water detention basins. Storm water released from the development will be managed to reduce offsite erosion potential or additional erosion prevention measures will be designed and constructed.

STAFF ANALYSIS

A final plat is required for the general subdivision of land to ensure the layout of a proposed subdivision conforms

to the comprehensive plan and this UDO and to provide a complete and exact subdivision plat, prepared for the official public record to define property boundaries and public improvements. Staff's analysis of a final plat application is guided by Section 30-28.14. Final plat, approval criteria:

- 1. The final plat substantially complies with the intent of the comprehensive plan;**
Staff believes this proposal satisfies the intent of the comprehensive plan, future land use map. Industrial development is appropriate in this location.
- 2. The final plat complies with the provisions of this UDO;**
The proposed plat complies with all standards of the UDO for this site.
- 3. The final plat substantially complies with approved city development standards and policies;**
The proposed plat has direct access to water, sewer, and the public street network and substantially complies with City standards and policies.
- 4. The final plat substantially conforms to the approved preliminary plat;**
This Final Plat does comply with the approved preliminary plat for Liberty Heartland Logistics Center, Phase 2.
- 5. All public works elements have been designed to city specifications and certified by the city engineer;**
All proposed public utility extensions conform to city specifications and will be certified by the City Engineer in the Public Improvement Plans.
- 6. All necessary easements, dedications, vacations, and other agreements have been accepted or approved.**
All easements and dedications have been reviewed by the City Engineer and will be accepted with the approval of the Public Improvement Plans and recordation of this plat.

STAFF RECOMMENDATION

Staff finds the application meets the standards of review for a Final Plat in Section 30-28.14 of the UDO and recommends approval of P&Z Case 23-11FP.

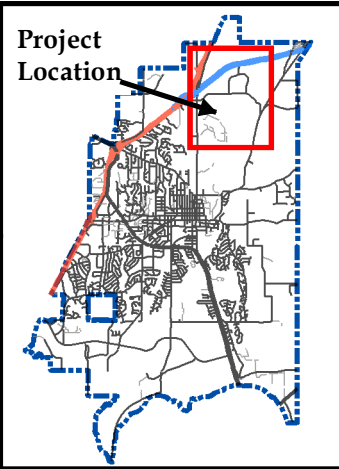
PZ RECOMMENDATION

At its April 11, 2023 meeting, the Planning Commission voted 6-0-0 to recommend approval of P&Z Case 23-10FDP as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Preliminary Plat
Exhibit C:	Final Plat
Exhibit E:	PZ Minutes Excerpt
Exhibit F:	Ordinance

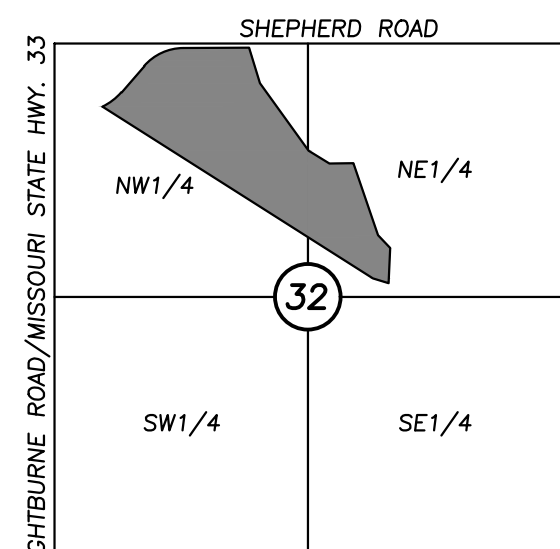
Project
Location



Location



\\PHELPS-SERVER\Projects\220471\Drawings\PRELIMINARY PLAT.dwg Layout1 Jun 29, 2022 1:24pm Scott Chisman

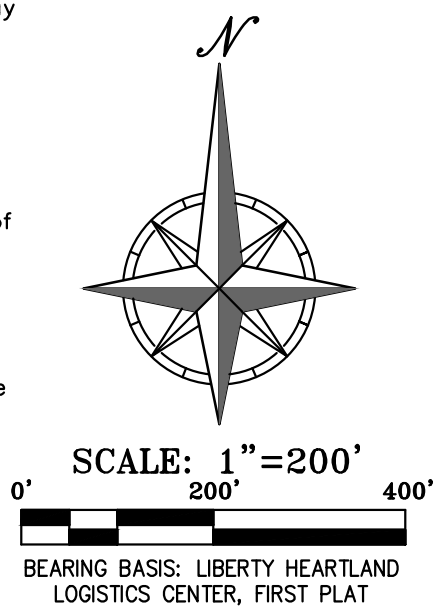


VICINITY MAP
SEC. 32-52N-31W

LEGAL DESCRIPTION

All that part of the Northwest Quarter, and the Northeast Quarter of Section 32, Township 52 North, Range 31 West, in the City of Liberty, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 32; thence S 89°33'19" W, along the North line of the Northwest Quarter of said Section 32, a distance of 604.72 feet; thence S 0°26'41" E, a distance of 30.00 feet, to a point on the South right-of-way line of Shepherd Road, as now established, said point being the Northwest corner of LIBERTY HEARTLAND LOGISTICS CENTER, a subdivision of land in the City of Liberty, Clay County, Missouri, said point also being the Point of Beginning; thence along the West line of said LIBERTY HEARTLAND LOGISTICS CENTER for the following seven (7) courses; thence S 16°52'27" E, a distance of 368.98 feet; thence S 35°48'50" E, a distance of 865.49 feet; thence S 58°06'38" E, a distance of 254.85 feet; thence N 89°00'44" E, a distance of 251.89 feet; thence S 18°43'57" E, a distance of 792.33 feet; thence S 44°00'47" E, a distance of 184.00 feet; thence S 02°49'55" W, a distance of 368.97 feet; thence N 72°43'58" W, a distance of 168.03 feet; thence N 57°34'43" W, a distance of 3336.79 feet, to a point on the Southerly Right-of-Way line of said Shepherd Road; thence along the Southerly Right-of-Way line of said Shepherd Road for the following four (4) courses; thence Northeasterly on a curve to the left, said curve having an initial tangent bearing of N 64°29'52" E, and a radius of 605.00 feet, an arc distance of 249.08 feet; thence N 40°54'34" E, a distance of 361.82 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 545.00 feet, an arc distance of 462.72 feet; thence N 89°33'19" E, a distance of 684.16 feet; to the point of beginning, containing 2,874,961 square feet or 66.000 acres, more or less, unplatted land.



FLOOD NOTE:

A PORTION OF THIS PROPERTY LIES WITHIN ZONE A, DEFINED AS AREAS OF NO BASE FLOOD ELEVATION DETERMINED.

THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF LIBERTY, COMMUNITY NO. 290096, CLAY COUNTY, MISSOURI, MAP NO. 29047C0144E AND 29047C0145E AND DATED AUGUST 3, 2015.

CONSERVATION EASEMENT (CE)

AN EASEMENT AND LICENSE IS HEREBY GRANTED TO THE CITY OF LIBERTY, MISSOURI TO ENTER UPON AND REGULATE WITHIN THE AREA OF LAND DESCRIBED ON THIS PLAT AND DESIGNATED AS "CONSERVATION EASEMENT" OR "C/E" FOR THE PURPOSES OF CONSERVING AND MAINTAINING, AT ITS SOLE COST AND RISK, THE TREES AND OTHER VEGETATION LOCATED THEREIN. WITHIN THIS AREA OF LAND, THE CITY OF LIBERTY IS GRANTED THE RIGHT TO ACCESS AND MAINTAIN SUCH LAND AT ITS SOLE COST AND RISK, INCLUDING UNDERSTORY THINNING, TREE THINNING, AND CLEARING OF DEAD AND DOWN WOOD, IN ACCORDANCE WITH THE PURPOSE OF THIS CONSERVATION EASEMENT AND APPROVED CITY POLICY. VEGETATION WITHIN THE AREA DESIGNATED AS THE CONSERVATION EASEMENT SHALL BE MAINTAINED IN ITS NATURAL STATE AND NO TREES SHALL BE REMOVED UNLESS THEY POSE A RISK TO PEOPLE OR PROPERTY. DUMPING ANY MATERIALS, CONSTRUCTING OR PLACING ANY STRUCTURES OR RETAINING WALLS, AND GRADING, FILLING OR MATERIALLY ALTERING THE TERRAIN OR OTHER NATURAL FEATURES IN THE AREA OF LAND DESIGNATED AS "C/E", EXCEPT AS MAY BE SPECIFICALLY PERMITTED BY THE CITY OF LIBERTY, IN WRITING, IN ADVANCE, IN ACCORDANCE WITH APPROVED CITY POLICY, SHALL BE PROHIBITED.

PROJECT NOTES:

- CONTOURS SHOWN HEREON ARE AT 2 FOOT INTERVALS AND SUPPLIED BY WESTERN AERIAL.
- SIDEWALKS ALONG STREETS ARE PUBLIC CITY SIDEWALKS.

SITE DATA:

GROSS AREA: 66.00± ACRES
NUMBER OF LOTS: 1

TITLE NOTE:

TITLE INFORMATION SHOWN HEREON WAS TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. NCS-1045791-MPLS AND WITH AN EFFECTIVE DATE OF DECEMBER 30, 2020, AT 8:00 A.M.

AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
LOT 4	2874960.71	66.0000

APPLICANT:

DAVIDSON & S
4301 Indian Creek Parkway
Overland Park, KS 66207



PHELPS ENGINEERING, INC.
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166
www.phelpsenr.com

PLANNING
ENGINEERING
IMPLEMENTATION



PRELIMINARY PLAT
LIBERTY HEARTLAND LOGISTICS CENTER, SECOND PLAT
PART OF SEC. 32, TOWNSHIP 52 N., RANGE 31 W.
CITY OF LIBERTY, CLAY COUNTY, MISSOURI
2101 N LIGHTBURNE STREET

PROJECT NO.	DATE	BY	APP.
220471	6/27/22		
DRAWN:	SSC		
CHECKED:	SSC		
CERTIFICATE OF AUTHORIZATION			
LAND SURVEYING - LS-82			
ENGINEERING - E-SIF			
CREATING OF AUTHORIZATION			
LAND SURVEYING-20070128			
ENGINEERING-20070028			

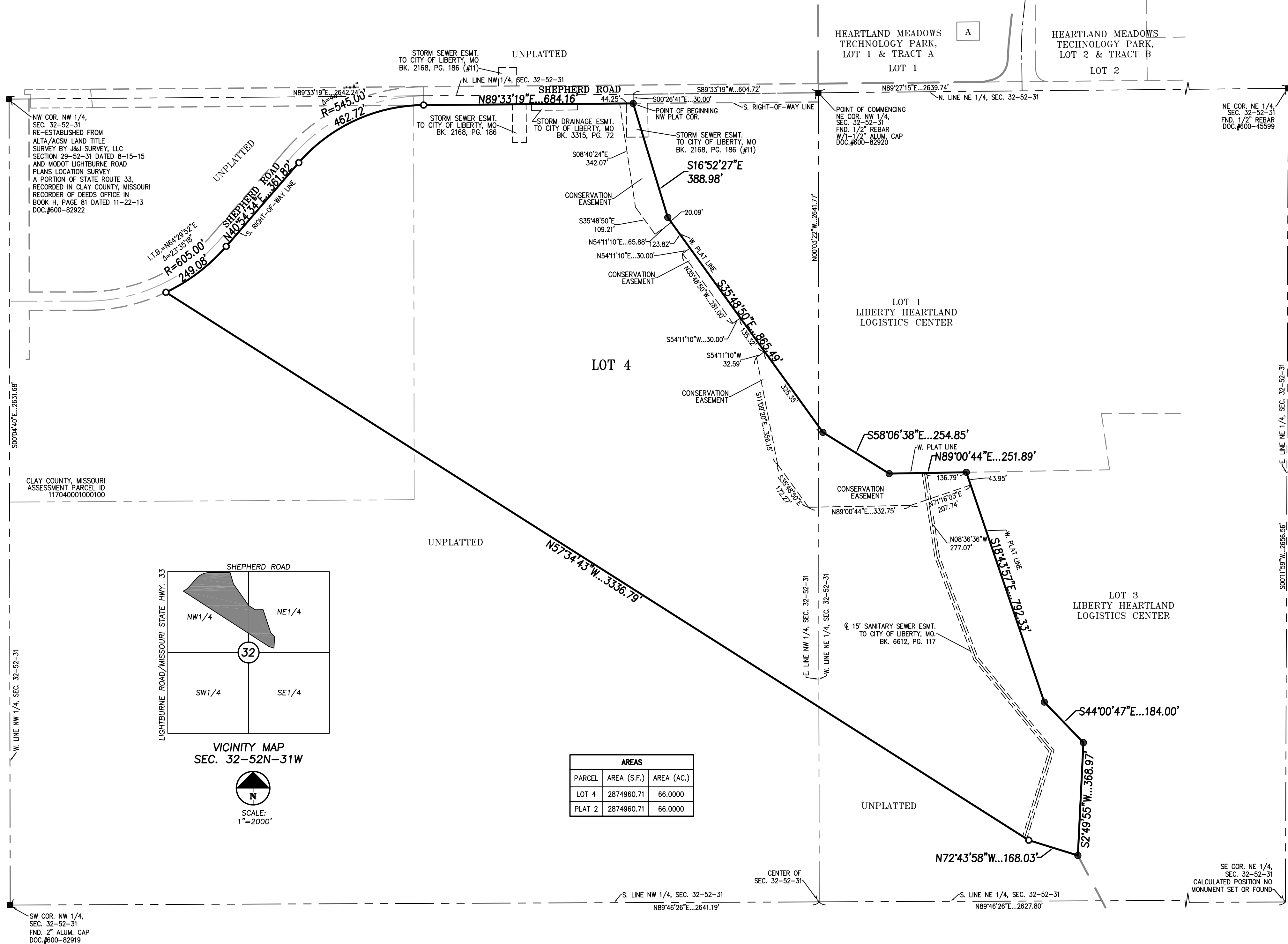
SHEET

1

OF 1

FINAL PLAT OF
**LIBERTY HEARTLAND LOGISTICS
CENTER, SECOND PLAT**

A SUBDIVISION OF LAND IN PART OF THE NORTHEAST QUARTER, AND THE
NORTHWEST QUARTER, OF SECTION 32, TOWNSHIP 52 NORTH, RANGE 31 WEST,
IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI



LEGAL DESCRIPTION
All that part of the Northwest Quarter, and the Northeast Quarter of Section 32, Township 52 North, Range 31 West, in the City of Liberty, Clay County, Missouri, being described by Scott G Chrisman, RLS-2594, on February 24, 2023, for project 220471, as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 32; thence S 89°33'19" W, along the North line of the Northwest Quarter of said Section 32, a distance of 604.72 feet; thence S 0°26'41" E, a distance of 30.00 feet, to a point on the South right-of-Way line of Shepherd Road, as now established, said point being the Northwest Plat corner of LIBERTY HEARTLAND LOGISTICS CENTER, a subdivision of land in the City of Liberty, Clay County, Missouri, said point also being the Point of Beginning; thence along the West line of said LIBERTY HEARTLAND LOGISTICS CENTER for the following seven (7) courses; thence S 16°52'27" E, a distance of 388.98 feet; thence S 35°48'50" E, a distance of 865.49 feet; thence S 58°06'38" E, a distance of 254.85 feet; thence N 89°00'44" E, a distance of 251.89 feet; thence S 18°43'53" E, a distance of 792.33 feet; thence S 44°00'47" E, a distance of 184.00 feet; thence S 02°49'55" W, a distance of 368.97 feet; thence N 72°43'58" W, a distance of 168.03 feet; thence N 57°34'43" W, a distance of 3336.79 feet, to a point on the Southerly Right-of-Way line of said Shepherd Road; thence along the Southerly Right-of-Way line of said Shepherd Road for the following four (4) courses; thence Northeasterly on a curve to the left, said curve having an initial tangent bearing of N 64°29'52" E, and a radius of 605.00 feet, an arc distance of 249.08 feet; thence N 40°54'34" E, a distance of 545.00 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 545.00 feet, an arc distance of 462.72 feet; thence N 89°33'19" E, a distance of 684.16 feet, to the Point of Beginning, containing 2874961 square feet or 66.0000 acres, more or less, unplatted land.

DEDICATION
The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "LIBERTY HEARTLAND LOGISTICS CENTER, SECOND PLAT".

CONSERVATION EASEMENT
An easement and license is hereby granted to the City of Liberty, Missouri to enter upon and regulate within the area of land described on this plat and designated as "Conservation Easement" or "C/E" for the purposes of conserving and maintaining, at its sole cost and risk, the trees and other vegetation located therein. Within this area of land, the City of Liberty is granted the right to access and maintain such land at its sole cost and risk, including understory thinning, tree thinning, and clearing of dead and down wood, in accordance with the purpose of this conservation easement and approved city policy. Vegetation within the area designated as the Conservation Easement shall be maintained in its natural state and no trees shall be removed unless they pose a risk to people or property. Dumping any materials, constructing or placing any structures or retaining walls, and grading, filling or materially altering the terrain or other natural features in the area of land designated as "C/E", except as may be specifically permitted by the City of Liberty, in writing, in advance, in accordance with approved city policy, shall be prohibited.

ACCESS EASEMENT
The right of ingress and egress and travel along any street or drive within the boundaries of the property is hereby granted to the City of Liberty, Missouri for the purpose of fire and police protection, maintenance of water mains, sanitary and storm sewer lines, collection of garbage and refuse and to the United States Postal Services for the delivery of mail; provided, however, such right of ingress and egress does not include any obligation to contribute for any damage to any private street or drive by virtue of the exercise of the rights stated herein and specifically, neither the City of Liberty, Missouri, nor the United States Postal Service shall incur any liability by virtue of the exercise of such rights.

EXECUTION
IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on this _____ day of _____, 20____.

Hallmark Cards, Incorporated,
a Missouri Corporation

Name: Stacey Paine
Its: Executive Vice President, Real Estate

STATE OF)
COUNTY OF)

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, came Stacey Paine, Executive Vice President, Real Estate of Hallmark Cards, Incorporated, who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said Association, and such person duly acknowledged the execution of the same to be the act and deed of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS
APPROVED by the Planning and Zoning Commission of the City of Liberty, Clay County, Missouri, this _____ day of _____, 2022.

Chairperson: Dee Rosekrans

APPROVED by the City Council of the City of Liberty, Clay County, Missouri, this _____ day of _____, 2022.

Mayor: _____ Attest: Deputy City Clerk: Sarah Ranes

Public Works Director: Sherri McIntyre

TITLE NOTE.

TITLE INFORMATION SHOWN HEREON WAS TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. NCS-1045791-3-MPLS AND WITH AN EFFECTIVE DATE OF OCTOBER 10, 2022, AT 8:00 A.M.

FLOOD NOTE.

A PORTION OF THIS PROPERTY LIES WITHIN ZONE A, DEFINED AS AREAS OF NO BASE FLOOD ELEVATION DETERMINED.

THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF LIBERTY, MISSOURI, NO. 290096, CLAY COUNTY, MISSOURI, MAP NO. 29047C0144E AND 29047C0145E AND DATED AUGUST 3, 2015.

THE PLAT TITLED "LIBERTY HEARTLAND LOGISTICS CENTER, SECOND PLAT", HAS BEEN PREPARED FOR HALLMARK CARDS, AND IS BASED ON AN ACTUAL FIELD SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT "MINIMUM STANDARDS FOR PROPERTY SURVEYS" AS ESTABLISHED BY THE DEPARTMENT OF AGRICULTURE AND LAND SURVEY OF THE STATE OF MISSOURI AND THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS. I FURTHER STATE THAT I HAVE COMPLIED WITH THE STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



BY: SCOTT G. CHRISMAN, MO, LS-2594

CERTIFICATE OF AUTHORIZATION
KANSAS
LAND SURVEYING - LS-82
ENGINEERING - E-391

CERTIFICATE OF AUTHORIZATION
MISSOURI
LAND SURVEYING-2007001128
ENGINEERING-2007000282



PHELPS ENGINEERING, INC.
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166

- B. **P&Z Case 23-11FP:** Final Plat for Liberty Heartland Logistics Center Phase II. 1 lot on 66 acres at 2401 N. Lightburne

Mr. Peterman presented the case as described in the staff report.

Commissioner Reiner asked if the majority of the truck traffic would go west on Shepherd.

Mr. Findlay said he could not recall from the traffic study if was a majority of traffic shown going north or west, but Staff is requiring that the corner be widened at Shepherd and Lightburne to allow the wider truck turning movement.

Mike Stromberg, OPUS, 4301 Indian Creek Parkway, Overland Park, KS 66207, said he was available for questions.

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

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

Vote: Motion passed 6-0-0

Yes: Dilts, Evans, Howard, Reinier, Rosekrans, Waterman

No: None

Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, April 24, 2023.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR
LIBERTY HEARTLAND LOGISTICS CENTER, PHASE II, IN THE
CITY OF LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final plat for Liberty Heartland Logistics Center, Phase II in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning and Zoning Commission on April 11, 2023 and City Council on April 24, 2023; and

WHEREAS, pursuant to Section 30-28.14 of the Unified Development Ordinance of the City of Liberty, the City Council finds that the plat described duly conforms to the standards and requirements of ordinances in place at the time of the application;

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

SECTION I

The City Council hereby accepts and approves a final plat for Liberty Heartland Logistics Center, Phase II, in the City of Liberty, Clay County, Missouri the legal description of which follows:

All that part of the Northwest Quarter, and the Northeast Quarter of Section 32, Township 52 North, Range 31 West, in the City of Liberty, Clay County, Missouri, being described by Scott G Chrisman, RLS-2594, on February 24, 2023, for project 220471, as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 32; thence S 89°33'19" W, along the North line of the Northwest Quarter of Said Section 32, a distance of 604.72 feet; thence S 0°26'41" E, a distance of 30.00 feet, to a point on the South right-of-Way line of Shepherd Road, as now established, said point being the Northwest Plat corner of LIBERTY HEARTLAND LOGISTICS CENTER, a subdivision of land in the City of Liberty, Clay County, Missouri, said point also being the Point of Beginning; thence along the West line of said LIBERTY HEARTLAND LOGISTICS CENTER for the following seven (7) courses; thence S 16°52'27" E, a distance of 388.98 feet; thence S 35°48'50" E, a distance of 865.49 feet; thence S 58°06'38" E, a distance of 254.85 feet; thence N 89°00'44" E, a distance of 251.89 feet; thence S 18°43'57" E, a distance of 792.33 feet; thence S 44°00'47" E, a distance of 184.00 feet; thence S 02°49'55" W, a distance of 368.97 feet; thence N 72°43'58" W, a distance of 168.03 feet; thence N 57°34'43" W, a distance of 3336.79 feet, to a point on the Southerly Right-of-Way line of said Shepherd Road; thence along the Southerly Right-of-Way line of said Shepherd Road for the following four (4) courses; thence Northeasterly on a curve to the left, said curve having an initial tangent bearing of N 64°29'52" E, and a radius of 605.00 feet, an arc distance of 249.08 feet; thence N 40°54'34" E, a distance of 361.82 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 545.00 feet, an arc distance of 462.72 feet; thence N 89°33'19" E, a distance of 684.16 feet, to the Point of Beginning, containing 2874961 square feet or 66.0000 acres, more or less, unplatted land.

ORDINANCE NO. _____ (CONT.)

SECTION II

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

SECTION III

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

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: April 24, 2023
A/R No.: 2023-440

Department: Utilities

Submitted By: Micah Hollingsworth, Water
Plant Crew Leader

Subject: ORDINANCE APPROVING A CONTRACT WITH C & B EQUIPMENT FOR
THE PURCHASE OF WELLFIELD SERVICES FOR AN AMOUNT NOT TO EXCEED
\$37,365.00

Summary:

- Approve an ordinance to purchase services for annual routine maintenance and cleaning of drinking water supply wells. The contract is limited to annual cleaning and inspection services and does not include well pump rebuild, motor rebuild or other extensive repair tasks.
- The Budget Committee reviewed the Water Fund Budget inclusive of wellfield maintenance as part of the 2023 budget development process.

Background:

In 2014, we started an annual cleaning program to keep our wells operating at their greatest capacity. We alternate which wells are cleaned every year so that each individual well is cleaned every two years with odd numbered wells in odd years and even numbered wells in even years. The vendor performing the work will first introduce an acid solution to the well to begin to strip any iron buildup from the pumps and screens, as well as kill any iron bacteria that may be beginning to grow in the well. The acid solution is surged up and down the well shaft by cycling the well pump on and off. The vendor performs two of these acid cleanings per well. After the acid is pumped out, the vendor perform a third cleaning using a bleach solution.

The effect of this cleaning is a well with a much higher yield that can pump more raw water more efficiently.

It has also proved helpful to have these routine cleanings because vendors will notice problems with the well that can be addressed before they turn into more costly or detrimental problems.

Three service quote requests were sent and two received by the Utilities' Production & Treatment Division, with the lowest being that of C & B Equipment for an amount not to exceed \$37,365.00.

Previous Action (if applicable):

Policy/Committee Review:

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

Committee	
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 90.70.802.14.5535	Amount: 37,365.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. WellField Ordinance 2023
2. Well Field Service Quotes 2023
3. Wellfield contract 2023

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT WITH C & B EQUIPMENT FOR
WELL FIELD MAINTENANCE SERVICES

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an ordinance approving an agreement by and between the City of Liberty, Clay County, Missouri and C & B EQUIPMENT for WELL FIELD MAINTENANCE SERVICES in an amount not to exceed THIRTY-SEVEN THOUSAND THREE-HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$37,365.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement as described in Section 1 of this ordinance.

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

Wellfield Services Proposal 2023

Anticipated Tasks	# Expected in 2023	C+B	LAYNE	Brotke Pump & Well Service
TV Inspection Of Well	1	\$775.00	NO RESPONSE	\$1,450.00
Pump and Motor Removal for Service and Inspection (Includes reinstall)	1	\$4,650.00		\$5,650.00
Chemical Cleaning of One Well	4	\$7,557.50		\$9,925.00
Motor Removal and Reinstall	1	\$1,710.00		\$1,250.00
Totals for Proposed Services		\$37,365.00	#VALUE!	\$48,050.00

C&B EQUIPMENT

4719 Merriam Drive
Overland Park, Kansas 66203
(913) 236-8222
Fax (913) 262-8992

PROPOSAL

PHONE	DATE
816-439-4560	1/17/2023
JOB NAME/LOCATION	Good for 15 days from this date.

To: Liberty MO
Attn: Wayne

Job # _____

JOB DESCRIPTION:

2023 WELL SERVICE CONTRACT

1	TV Inspection	price per well	\$775.00
2	pull & install pump	price per well	\$4,650.00
3	inspection of pump	price per well	\$880.00
4	chemical treatment (acid/acid/bleach)	price per well	\$7,557.50
5	pull & install pump motor	price per well	\$1,710.00

THIS PROPOSAL IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE.
IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL
PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH
MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE
WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.



We Remember

PROPOSED
COST

see above

NOTES:

taxes not included
pricing good for 15 days

PROPOSED
BY

Billy Perry

Please sign and send back your acceptance of the above listed pricing.

PO# _____

Date: _____

print name

signature



February 7, 2023

Mr. Wayne Sellers
City of Liberty
101 E. Kansas Street
Liberty, Missouri 64068

RE: Yearly Well Service

Dear Wayne:

Brotcke Well & Pump, Inc. (BWP) is pleased to submit a proposal for yearly well and pump service on the City's wells. Our proposal is based on the information provided by the City and historical data that we have on the wells.

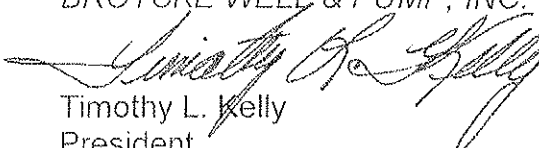
Presented below is the cost breakdown for the requested services:

1. Perform downhole color video inspection of well with a DVD of survey and written report. Pricing based on pump being out of the well for service. \$1,450.00
2. Pull and reinstall pump..... \$5,650.00
3. Inspect of pump..... \$995.00
4. Chemical treatment of well with two (2) acid and one (1) chlorine treatment..... \$9,925.00
5. Motor Removal and reinstallation. \$1,250.00

We are looking forward to providing these well and pump services for the City of Liberty.

If you have any questions or would like to discuss the work in more detail, please do not hesitate to contact us.

Respectfully submitted,
BROTCKE WELL & PUMP, INC.


Timothy L. Kelly
President

**AGREEMENT FOR SERVICE FOR
Purchase Well Field Cleaning Services
MAYOR, COUNCILMEN, AND CITIZENS OF THE CITY OF LIBERTY, CLAY COUNTY,
MISSOURI
And
C & B Equipment**

THIS AGREEMENT FOR SERVICE FOR the purchase Wellfield Services (“AGREEMENT”) is made this _____ day of _____, 2023, between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and C & B Equipment as CONTRACTOR.

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

WITNESSETH

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

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

1. Scope
 - 1.1. Contractor Obligations
 - 1.1.1. To perform the chemical cleaning of wells 7,9,11, and 13.
2. INSURANCE
 - 2.1. The CONTRACTOR shall provide a certificate of insurance indicating general liability insurance coverage in an amount of at least \$2,000,000 per occurrence, shall name the CITY as additional insured for general liability insurance coverage and shall maintain evidence of insurance as follows:
 - 2.1.1. Worker's Compensation meeting at least the minimum requirements of the laws of the State of Missouri, and Employer's Liability with a minimum single limit of \$1,000,000.
 - 2.1.2. Commercial General Liability minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence.
 - 2.1.3. Automobile Liability Insurance minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence to include premises operations and subcontractors.
 - 2.1.4. Completed Operations and Contractual Liability are to be included under the Commercial General Liability coverage. The insurance policies, including excess liability/umbrella coverage, will have combined limits of no less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate. Environmental Impairment insurance in the amount of \$10,000,000.
3. PAYMENT
 - 3.1. The CONTRACTOR shall submit an invoice upon completion SERVICES, using the rates and the amounts agreed in AGREEMENT. The CITY shall pay all invoices within 30 days after receipt of the invoice.
4. Price
 - 4.1. The Scope letter states that the expected amount for all services shall total \$37,365.00, to be paid in full upon the completion of work.
5. The following address is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to CITY.

C & B Equipment
4719 Merriam Dr
Overland Park, Kansas 66203
(913)-236-8222

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

Approved this _____ day of _____, 2023.

CITY OF LIBERTY, MISSOURI

ATTEST:

BY _____
MAYOR

DEPUTY CITY CLERK

CONTRACTOR
C & B Equipment

BY _____ (Seal)
AUTHORIZED OFFICIAL

Name/Title _____

Attest _____

Name/Title _____



**CITY COUNCIL
ACTION REPORT**
Meeting Date: April 24, 2023
A/R No.: 2023-465

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

**Subject: ORDINANCE APPROVING A CONTRACT FOR EQUIPMENT AND
INSTALLATION SERVICES WITH AMERICAN DIGITAL SECURITY FOR INDOOR
AND OUTDOOR SECURITY CAMERA ADDITIONS AND UPGRADES AT THE
LIBERTY COMMUNITY CENTER FOR AN AMOUNT NOT TO EXCEED \$12,290.19**

Summary:

- The Liberty Community center was opened in February 1992.
- The security camera system was purchased and installed in 2009. American Digital Security was the vendor for purchasing and installation of the original system.
- The existing interior security camera system lacks coverage in high-traffic areas, including the fitness center, lower lobby functional workout space and the upper lobby.
- Several existing interior cameras are reaching 14 years old and need to be replaced or upgraded, including equipment in the main entrance and the gymnasium. These cameras are vital to providing patron recognition and safety and security of the facility, visitors and staff members.
- One camera in the theater house no longer functions and must be replaced.
- Due to placement and aged equipment, the existing cameras covering the parking lot provide inadequate coverage and monitoring capabilities.
- Staff from IT and Parks & Recreation Departments met with American Digital Security to discuss the best options that will meet the current security needs of the Liberty Community Center.
- A quote was received in the amount of \$12,290.19 for the purchase and installation of three new interior cameras, one new multi-sensor exterior parking lot camera, and upgrades of three existing interior cameras at the Liberty Community Center. The quote includes relocation of one of the upgraded cameras to replace the non-functional camera in the theater.
- American Digital Security is the preferred vendor for this project because of the history of this particular system and their service and knowledge of the entire fleet of cameras provided to the City of Liberty. Additionally, they are a local Liberty company that has provided expedited service and equipment and is able to service the existing system.
- The City of Liberty utilizes Avigilon Access Control and Camera servers throughout several departments. American Digital Security is one of the only authorized distributors/resellers of Avigilon Access Control equipment in the area that fully supports the product from purchase, installation and repairs.
- Products come with a three-year standard manufacturer warranty.

Staff recommends approval of a contract and expenditure with American Digital Security for an amount not to exceed \$12,290.19 for security camera additions and upgrades at the Liberty Community Center. The project is budgeted and will be funded through operations.

Background:

The Liberty Community Center opened in February of 1992. The security camera system was purchased and installed in 2009. American Digital Security won the bid and was the vendor for purchasing and installation. Since that time, staff has noticed several issues with our existing system including the following:

- The current interior security camera system lacks coverage in areas of the fitness center, lower lobby functional workout space and upper lobby which have become high traffic areas.
- Several current interior cameras need to be replaced or upgraded, including cameras located at the main entrance and gymnasium. Replacing these cameras will provide staff better coverage for improved patron recognition.
- One of the two cameras in the theater house is no longer functional.
- The current cameras covering the parking lot provide inadequate coverage.

Staff from IT and Parks & Recreation Departments met with American Digital Security to discuss the best options to meet the current security needs of the Liberty Community Center. A quote was received for the purchase and installation of three new interior cameras, one new multi-sensor exterior parking lot camera, and upgrades of three existing interior cameras at the Liberty Community Center. The quote also includes relocation of one of the upgraded cameras to replace the non-functional theater camera.

American Digital Security.....\$12,290.19

Although American Digital Security is not the sole source provider, they implemented the entire camera fleet for the City of Liberty. They are a local Liberty company, so getting service or parts is generally faster than from other vendors. Additionally, the City of Liberty has Avigilon Access Control and Camera servers throughout several City Departments. American Digital Security is one of the only Avigilon distributors/resellers in the area that fully support the product from purchase, installation and repairs. American Digital Security is able to add additional security cameras to the current Avigilon servers rather than purchasing from a different vendor and gutting the entire system for access control.

This project is funded through the Liberty Community Center operations budget. Staff recommends approval of a contract and expenditure with American Digital Security for an amount not to exceed \$12,290.19 for security camera additions and upgrades at the Liberty Community Center. The project was budgeted and will be funded through operations. Products come with a three-year standard manufacturer warranty.

This expenditure was discussed and approved by the Park Board on April 6, 2023.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
X Other: Park Board	Completed/Recommended: 04/06/2023

Financial Considerations:

Budgeted:	Line Item: 65.60.491.14.5571	Amount: \$12,290.19
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - LCC Security Camera Upgrades
2. Contract - ADS - LCC Security Camera Upgrades

Document No. _____

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A CONTRACT FOR EQUIPMENT AND
INSTALLATION SERVICES WITH AMERICAN DIGITAL SECURITY FOR INDOOR
AND OUTDOOR SECURITY CAMERA ADDITIONS AND UPGRADES AT THE
LIBERTY COMMUNITY CENTER FOR AN AMOUNT NOT TO EXCEED \$12,290.19**

WHEREAS, The City has determined the current interior and exterior security cameras lack coverage throughout the Liberty Community Center and no longer provide monitoring capabilities to maintain safety and security of the facility for visitors and staff members; and,

WHEREAS, The current interior and exterior cameras that were installed in 2009 have reached their useful life; and,

WHEREAS, The City of Liberty utilizes Avigilon Servers and Avigilon Access Control equipment for camera management, access control and data storage; and,

WHEREAS, American Digital Security is the preferred vendor of the City, and is the area authorized representative for Avigilon Access Control equipment;

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 American Digital Security, 140 Westwoods Drive, Liberty, MO 64068, in an amount not to exceed TWELVE THOUSAND TWO HUNDRED NINETY DOLLARS AND 19/100 (\$12,290.19), for security camera additions and upgrades including installation, 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

ORDINANCE NO. _____ (CONT.)

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



CONTRACT FOR SERVICES

LIBERTY COMMUNITY CENTER SECURITY CAMERA UPGRADES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 24th day of April, 2023, between AMERICAN DIGITAL SECURITY, an entity organized and existing under the laws of the State of MISSOURI, with its principal office located at 140 Westwoods Drive, Liberty, MO 64068, hereafter referred to as the Contractor, and 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 **April 24, 2023** and is effective as of **April 24, 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 the attached proposal 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, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II CONTRACT TERM

This agreement is purchase and installation of 3 new interior cameras and 1 new multi-sensor exterior camera as well as the replacement of 3 existing interior cameras at the Liberty Community Center. Project to be completed as soon as possible and no later than July 17, 2023.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work for this project as described in the proposal for a not-to-exceed amount of \$12,290.19.

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 within thirty (30) days of receipt of verified invoices. 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.

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.

FORCE MAJEURE

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

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform 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. 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 two (2) years from the date of substantial completion.

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI 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 XII
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: _____
Greg Canuteson , Mayor

Attest: _____
Sarah Ranes, Deputy City Clerk

(SEAL)

Company Name

By: _____

Title: _____

Attest: _____

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

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

A. *Procedures*

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

B. *Contract Award*

Award of this contract is anticipated within 60 days.

C. *Insurance*

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

1. Comprehensive General Liability:

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

2. Comprehensive Automobile Liability:

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

3. Workers' Compensation:

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

4. Employers' Liability:

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

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

G. Invoicing and Payment

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

H. Cancellation

The City of Liberty reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. Contractual Disputes

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

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

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

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

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

N. Permits

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

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

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

PROJECT PROPOSALS
(see attached)



American Digital Security
140 Westwoods Dr.
Liberty MO 64068
United States
(816) 415-4237

Estimate

#EST0005254

02/04/2023

Bill To

Liberty Community Center
1600 S. Withers Road
Liberty MO 64068-
United States

Ship To

Liberty Community Center
1600 S. Withers Road
Liberty MO 64068-
United States

TOTAL

\$8,147.94

Expires: 03/21/2023

Terms	Expires	PO #	Sales Rep	Title	Memo
Due on receipt	03/21/2023		Derek Cox	Camera Additions - Interior	

Quantity	Item	Options
3	ACC7-ENT ACC 7 Enterprise camera channel	
4	5.0C-H5SL-D1-IR 5MP H5SL Indoor IR Dome Camera with 3.1-8.4mm Lens	
2	6.0C-H5A-DO1-IR 6MP H5A Outdoor IR Dome Camera with 4.9-8mm Lens	
1	Hardware50	
600	CAT6P-GRN 23-4P UNS SOL CMP C6 Grn Jkt	
17	ADSLABOR Installation	
1	Project Engineering	
1	Shipping and Handling Charge	

Subtotal	\$8,147.94
Tax Total (\$)	\$0.00

Total	\$8,147.94
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EST0005254



American Digital Security
140 Westwoods Dr.
Liberty MO 64068
United States
(816) 415-4237

Estimate

#EST0005283

02/07/2023

Bill To

Liberty Community Center
1600 S. Withers Road
Liberty MO 64068-
United States

Ship To

Liberty Community Center
1600 S. Withers Road
Liberty MO 64068-
United States

TOTAL

\$4,142.25

Expires: 03/24/2023

Terms	Expires	PO #	Sales Rep	Title	Memo
Due on receipt	03/24/2023		ADS House	Outdoor Camera	

Quantity	Item	Options
1	ACC7-ENT ACC 7 Enterprise camera channel	
1	24C-H4A-3MH-270 3x 8MP H4 Multisensor Camera Module with 4mm Lens	
1	H4AMH-AD-PEND1 Pendant Mount Adapter for H4 Multisensor	
1	H4AMH-DO-COVR1 Outdoor Dome Cover for H4 Multisensor	
1	IRPTZ-MNT-WALL1 Wall Arm for H4 IRPTZ or H4 Multisensor	
1	H4AMH-AD-IRIL1 IR Illuminator Ring for H4 Multisensor	
1	H4-MT-CRNR1 Avigilon Corner Mount Adapter	
200	CAT6P-GRN 23-4P UNS SOL CMP C6 Grn Jkt	
1	Hardware50	
6	ADSLABOR Installation	
1	Project Engineering	
1	Shipping and Handling Charge	

Subtotal	\$4,142.25
Tax Total (\$)	\$0.00
Total	\$4,142.25



EST0005283



**CITY COUNCIL
ACTION REPORT**
Meeting Date: April 24, 2023
A/R No.: 2023-504

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: ORDINANCE ACCEPTING A STORM MAINTENANCE COVENANT FOR LOT 3, OF LIBERTY HEARTLAND LOGISTICS CENTER DEVELOPMENT

Summary:

- The City of Liberty has a permit from the Missouri Department of Natural Resources regulating the discharge of storm water.
- Per this permit, an agreement between the City and property owner to designate maintenance activities on storm water facilities is required.
- Acceptance of the Covenant to Maintain Storm Water Management System for the Liberty Heartland Logistics Center commercial development is recommended.

Background:

To facilitate the Liberty Heartland Logistics Center commercial development, located south of Shepherd Road and east of West Heartland Drive, storm water quality facilities have been constructed on the property. Per the City of Liberty's storm water discharge permit from the Missouri Department of Natural Resources, an agreement between the City and the post development landowner(s) is required to designate the responsible party(ies) and the type/frequency of maintenance activities for continued performance of storm water detention and storm water quality facilities. In response to the requirement, the Covenant to Maintain Storm Water Management System associated with the Liberty Heartland Logistics Center commercial development has been executed by the property owner. This covenant is the City's standard requirement where storm water detention and storm water quality facilities are required. The Covenant was obtained at no cost to the City. City Council acceptance is required prior to recording the covenant document.

Staff recommends acceptance of the Covenant to Maintain Storm Water Management System for the Liberty Heartland Logistics Center development to facilitate the recording of the documents at the office of the Clay County Recorder of Deeds.

Previous Action (if applicable):

None

Policy/Committee Review:

-- Citizen Sales Tax Oversight Committee	Completed/Recommended:
-- Public Safety Sales Tax Oversight Committee	Completed/Recommended:

-- Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

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

Attachments:

1. 2023-504 Accept_Storm Cov_ LHLC ORD
2. Storm Covenant Lot 3, LHLC

Document No. _____

ORDINANCE NO. _____

ORDINANCE ACCEPTING A COVENANT TO MAINTAIN STORM WATER
MANAGEMENT SYSTEM FOR LOT 3, OF LIBERTY HEARTLAND LOGISTICS CENTER

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby accepts from
LIBERTY HEARTLAND, LLC, a Delaware Limited Liability Company, a covenant to maintain
storm water management system. A copy of said covenant is attached hereto and made a
part hereof as though more fully set out herein.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby directs said
covenant to be filed with this ordinance after being recorded with the Office of the Recorder
of Deeds of Clay County, Missouri.

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

**COVENANT TO MAINTAIN STORM WATER MANAGEMENT SYSTEM
IN LOT 3, OF LIBERTY HEARTLAND LOGISTICS CENTER, A PLATTED
SUBDIVISION IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI**

THIS COVENANT made and entered into this ____ day of April, 2023, by and between Liberty, Missouri, a special chartered Municipal corporation (**City**), and LIBERTY HEARTLAND A, L.L.C., a Delaware limited liability company (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the south of Shepherd Road and W. Heartland Meadows Drive in Liberty, of Clay County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner has caused the Property to be platted as LIBERTY HEARTLAND LOGISTICS CENTER, A PLATTED SUBDIVISION OF LAND IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI (**Plat**), in accordance with Chapter 30, Code of Ordinances of the City of Liberty, Missouri; and

WHEREAS, the improvements proposed by Owner on the Property warrant storm water control to serve the Property and require preservation and maintenance of storm water management facilities, located on the Property, in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to install the storm water management system for the benefit of the Property and surrounding areas; and

WHEREAS, the provisions for the maintenance of the storm water management system is necessary to serve the development;

NOW, THEREFORE, Owner and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of the storm water management system and appurtenances (**Facilities**) located on the Property. The Facilities shall be maintained in accordance with the maintenance requirements attached as Reference Exhibit "B".
 - i. The party with maintenance responsibility must evaluate the maintenance plan for effectiveness at least annually and revise as necessary.
 - ii. A detailed, written log of all preventative and corrective maintenance performed to the Facilities must be kept, including a record of all inspections and copies of maintenance-related work orders.

- iii. The party with maintenance responsibility must retain and, upon request, make available the maintenance plan and associated logs and other records for review by the City.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on the Property per the maintenance schedule outlined on Exhibit "B" (**Approved Plans**).
- c. Keep the pipes, structures and appurtenances for the Facilities located on the Property open and free of silt and vegetation.
- d. Keep the pipes, structures and appurtenances for the Facilities located on the Property in good working condition or replace same if necessary.
- e. Mow the grass area within the Property.
- f. Maintain the grades within the Property pursuant to the Approved Plans on file with the Planning & Development Department and identified as File No 21-015.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon the Property in order to maintain the Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same after no less than 30 days' prior written notice to Owner. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance against the owner of the Property;
- b. Assess a lien on the Property if such amounts are not paid within thirty (30) days of written demand, supported by bills and invoices in reasonable detail;
- c. Maintain suit against Owner for all cost incurred by the City for such maintenance and not reimbursed as aforesaid.

Unless necessitated by a threat to life and/or safety, City shall notify Owner not less than thirty (30) days before it begins maintenance which materially affects the structure of the Facilities, provided that no such notice shall be required for regular, customary maintenance in the ordinary course of business.

Sec. 3. Owner shall not use, nor attempt to use, the Facilities in any manner which would interfere with the operation of the Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, on or over the Facilities, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This Covenant shall run with the land legally described in Exhibit "A." Whenever a transfer occurs in the ownership of the Property, the transferor shall have no further liability for breach of covenant occurring thereafter. The liability of Owner hereunder will be limited to its interest in the Property and any issues and profits derived therefrom (or portion thereof as applicable), and no other property or asset will be subject to levy, execution or other procedure for satisfaction of remedies with respect to the covenants contained herein.

Sec. 5. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as

hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days' notice thereof. Unless a party to this Covenant has given ten (10) days' notice of a change of person and address for purposes of notice under this Covenant to the other party in writing, notices shall be directed to the following:

Notices to the City:
Director of Public Works
City Hall, 101 East Kansas Street
Liberty, Missouri 64068

Notices to Owner shall be addressed to:
Liberty Heartland A, L.L.C.
c/o Opus Development Company, L.L.C.
2020 Baltimore Avenue
Kansas City, Missouri
Attn: Executive Vice President

with a copy to:
Opus Development Company, L.L.C.
10350 Bren Road West
Minnetonka, Minnesota 55343
Attn: Legal Department

Sec. 6. This Covenant shall not be amended, modified, canceled or abrogated without the prior written consent of the City and Owner.

Sec. 7. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 8. This Covenant shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 9. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

Sec. 10. Owner shall release hold harmless, indemnify and defend City and its agents, officers and employees from any and all third party liability, loss, damage or expense resulting to Owner or to any person or property to the extent caused by Owner's design, construction, maintenance or failure to maintain the storm water management system, except to the extent caused by the negligence or willful misconduct of the City.

ATTESTATION BY CITY CLERK:

LIBERTY, MISSOURI

City Clerk

By: _____
Director of Public Works

STATE OF MISSOURI)
) SS
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2____, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, Director of Public Works, of Liberty, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and _____, _____ of Liberty, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Liberty, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Liberty, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires: _____

OWNER
LIBERTY HEARTLAND A, L.L.C.,
a Delaware limited liability company

By: Opus Development Company, L.L.C.,
a Delaware limited liability company,
Its: Sole Member

I hereby certify that I have authority to execute this document on behalf of Owner.

By: _____
Name: Joseph P. Downs
Title: Executive Vice President

Date: _____

Kansas City, Jackson County, Missouri
Ph: (816) 480-4444

Check one:
☐ Sole Proprietor
☐ Partnership
☐ Corporation
☒ Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF _____)
) SS
COUNTY OF _____)

BE IT REMEMBERED, that on the _____ day of _____, 2_____, before me, the undersigned notary public in and for the county and state aforesaid, came Joseph P. Downs, to me personally known, who being by me duly sworn did say that he is the Executive Vice President of Opus Development Company, L.L.C. a Delaware limited liability company, the Sole Member of LIBERTY HEARTLAND A, L.L.C., a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its sole member and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My commission expires:_____

EXHIBIT "A"

LOT 3 OF LIBERTY HEARTLAND LOGISTICS CENTER, A PLATTED SUBDIVISION OF
LAND IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

EXHIBIT “B”

Bioretention basins shall be inspected regularly and maintained when necessary to ensure that the basin is functioning properly. The following is a list of periodic inspections and maintenance actions that should be taken to upkeep the bioretention basin.

- The bioretention basin shall be inspected biannually for erosion.
- Biannually the basin shall be inspected for locations of bare soil. Random bare spots may be corrected with spot mulching. Where there are significant amounts of bare soil, old mulch remaining shall be removed and disposed of properly before new mulch is distributed.
- The vegetation shall be inspected annually. Any dead or diseased vegetation shall be removed.
- If the vegetation is stressed, the soil shall be inspected for contamination. If the soil is contaminated, then full or partial replacement of the planting zone is required.
- If treatment of vegetation is necessary, chemicals used shall be low-toxic and used to the least amount necessary.
- Once to twice per year an application of an alkaline product, such as limestone, shall be applied to the basin to counteract soil acidity resulting from slightly acidic precipitation. Before making the application, the soil should be tested for the pH level to determine how much alkaline product to add.
- The outlet structure shall be inspected annually that it is functioning properly. Any obstructions to the overflow shall be removed.
- Any trash or sediment shall be removed as necessary.
- The basin shall be aerated periodically.
- Any voluntary non desired vegetation shall be removed periodically (weeding).



**CITY COUNCIL
ACTION REPORT**
Meeting Date: April 24, 2023
A/R No.: 2023-496

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE AMENDING ON CALL PROFESSIONAL ENGINEERING
CONTRACT TASK ORDER NO. 6 WITH HDR ENGINEERING FOR THE WITHERS
AND HOLT TRAFFIC SIGNAL DESIGN

Summary:

- Approve an ordinance amending On Call Engineering Contract Task Order No. 6 with HDR Engineering for the Design of the Withers and Holt Traffic Signal project.
- Amendment increases Task Order No. 6 by \$17,623.00 from \$99,915.00 to \$117,538.00.

Background:

This action is to increase Task Order No. 6 in order to allow for the continuation of design support services throughout the construction of the Withers and Holt Traffic Signal project. The original Task Order No. 6 Resolution with Henningson, Durham & Richardson, Inc. (HDR) was approved by the Liberty City Council on December 21, 2020.

The City of Liberty is experiencing increasing traffic volumes with increasing delays and degrading safety at the intersection of Withers Road and Holt Drive. This intersection is adjacent to Liberty Middle School and the Liberty Community Center and experiences significant peak hour traffic volume surges due to ingress/egress to the school and significant pedestrian traffic during heavy traffic movement. The Department of Public Works developed a project to upgrade the existing 4-way stop intersection with a traffic signal to address the peak pedestrian movements and traffic delays, and provide an ADA compliant, signal-protected crossing of S. Withers Rd. for pedestrians.

In July of 2018, the City of Liberty was awarded \$275,000.00 in Congestion Mitigation and Air Quality (CMAQ) funds through the Mid American Regional Council (MARC) Surface Transportation Program Priorities Committee (STP). The funds are available as reimbursement for construction costs and require an agreement with the Missouri Department of Transportation (MoDOT) which was accepted by the Liberty City Council on April 12, 2021. Task Order No. 6 with On-Call Engineering Firm HDR was accepted by the Liberty City Council on December 21, 2020. City Engineering staff utilized Task Order No. 6 to evaluate the intersection, design the traffic signals and geometric improvements, develop construction plans and prepare bidding documents.

Final plans and MoDOT approval for bidding for the project were received in 2022 and initial bids were opened on September 26, 2022. Two bids were received with the low bid coming in at \$622,000.00. The bids were deemed to be unbalanced and were therefore rejected. Following the rejection of the bids, the project was broken into two

phases. Phase 1 involves all of the signal work and ADA and pedestrian upgrades required for MoDOT funding. Phase 2 involves the earth work and paving work which was determined to have caused unbalanced bids. This report deals with the amendment of Task Order No. 6 to provide design support through the end of Phase I.

Task Order No. 6 included support through final construction up to and including creation of As-Built Plans. However, after bid rejection in September 2022, the project plan set was revised. The coordination meetings, project management, CAD-Work and work associated with redeveloping the plans and estimates was not work which was included within Task Order No. 6. As the rebid was time sensitive, engineering staff elected to use the remaining funds within Task Order No. 6 to push the project towards readiness for rebidding. Therefore, this amendment, which adds \$17,623.00 to the previously approved \$99,915.00, allows for continued design support through final construction up to and including creation of As-Built plans. The Supplement to Task Order No. 6 and associated fee schedule for HDR is attached to this report.

Staff recommends approving an amendment to Ordinance No. 10872 amending Task Order No. 6 by increasing the contract amount from \$99,915.00 by \$17,623.00 to \$117,538.00 for the continuation of design support services throughout the construction of the Withers and Holt Traffic Signal project.

Previous Action (if applicable):

- 5-year agreement for On-Call Professional Services 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
- Task Order No. 8, in an amount not to exceed \$100,220.00 for the Shepherd

Road Conceptual Roadway Study was approved by Ordinance No. 11750 on March 27, 2023.

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: 12/10/2020
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item: 52.75.607.14.5501	Amount: Increase by \$17,623.00 from \$99,915.00 to \$117,538.00
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. 2023-496 Amend HDR TO 6 2023 ORD
2. Task Order #6 - Supplement #1
3. Task Order # 6 Supplement #1 Fee Schedule

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 10872, APPROVING A FIVE-YEAR AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES WITH HDR ENGINEERING, INC BY AMENDING TASK ORDER NO. 6

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

WHEREAS, Task Order No. 8, in an amount not to exceed \$100,220.00 for the Shepherd Road Conceptual Roadway Study was approved by Ordinance No. 11750 on March 27, 2023, and

Ordinance No. _____ (Cont'd)

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 amendment to On Call Professional Engineering Contract Task Order No. 6 for the Withers and Holt Traffic Signal Project Design by and between the City of Liberty and HDR Engineering, by increasing the contract amount by SEVENTEEN THOUSAND SIX HUNDRED TWENTY-THREE AND 00/100 DOLLARS (\$17,623.00), from an amount of NINETY NINE THOUSAND NINE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$99,915.00) TO ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED THIRTY EIGHT AND 00/100 DOLLARS (\$117,538.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract amendment 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 #6 – Supplement #1

Task Order No. 06
consisting of 10

In accordance with Section 4 of the Agreement for On-Call Professional Engineering Services between Owner and Engineer, dated February 26, 2018 ("Agreement"), and signed Task Order #6, dated December 30, 2020, Owner and Engineer agrees as follows:

1. Specific Project Data

- a. Title: Withers Road and Holt Drive Traffic Signal Improvement
- b. Description: In addition to the scope of services listed in Task Order #6, the scope is hereby amended to provide additional services shown in the task descriptions below.

2. Services of Engineer

Task 1 – Project Management Services

- a. This task includes Supplement #1 administration, quality assurance of document deliverables, maintaining schedule, maintaining budget, and being the main client point of contact for Task Order discussions.

Task 9 – Construction Phase Services

- a. HDR project manager will attend preconstruction meeting. Agenda, meeting location, and attendee invites will be determined by City staff.
 - i. HDR will assist the City with the review/approval of up to five (5) contractor submittals.
- b. HDR will attend up to two (2) construction progress meetings.
- c. HDR will prepare up to two (2) supplemental construction drawings to reflect construction revisions.
- d. HDR will attend the final project walk-thru and assist the City with preparation of the punch list.
- e. HDR will prepare as-built drawings based on City inspector and Contractor's field records. HDR will provide electronic files (PDF and/or ACAD) to the City for their records.

List of Assumptions

- a. Survey of signal/ped poles, pullboxes, signal cabinet, and power supply will be completed for as-built plan preparation.

Exclusions

No changes from Task Order #6.

3. Owner's Responsibilities

No changes from Task Order #6.

4. Times for Rendering Services

Task Order #6 – Supplement #1

Task Order No. 06 consisting of 10

All construction phase services will align with the construction schedule progress. Completion of as-builts plans will be completed within (4) weeks of completion of the contractor's punch list.

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 Order No. 6- Supplement #1 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: _____

Cory Imhoff, P.E.

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: Jason Haynes

Title: _____

Title: Project Manager

Address: _____

Address: 2139 E. Primrose St, Suite E
Springfield, MO 65804

E-Mail

Address: _____

E-Mail

Address: Jason.Haynes@hdrinc.com

Phone: _____

Phone: O: 417-351-6500, D: 417-351-6517

Fax: _____

Fax: 417-865-4085



TASK ORDER NO. 6 - SUPPLEMENT #1 - WITHERS ROAD & HOLT DRIVE TRAFFIC SIGNAL
City of Liberty - On Call Engineering Services
Exhibit E - Scope and Fee
3/24/2023

	Kinzel, Christopher S	Haynes, Jason	Nguyen, Tuan H	Yakle, Johnny R	Jasper, James F	Lytle, Nicholas	Ly, Pheng	Fobes, Timothy M (Tim)	Machado, Lynn	Spiers, Renee	Buttenob, John	Smith, Taylor A	Gehl, Madison	HDR Expenses	Total
Rate Schedule Code	Senior Technical Specialist	Sr. Project Manager II	Project Engineer IV	Senior Land Surveyor	Survey Technician III	Survey Technician II	Survey Technician III	Env/Water Quality Scientist IV	Support Staff	Senior Support Staff	Senior Technical Specialist	Engineer V	Engineer III		
Project Role	Senior Technical Specialist	Sr. Project Manager II	Project Engineer IV	Senior Land Surveyor	Survey Technician III	Survey Technician II	Survey Technician III	Env/Water Quality Scientist IV	Support Staff	Senior Support Staff	Senior Technical Specialist	Engineer V	Engineer III		
Estimated Billing Rate	\$290.00	\$230.00	\$175.00	\$175.00	\$130.00	\$90.00	\$130.00	\$230.00	\$100.00	\$125.00	\$275.00	\$200.00	\$150.00		
TASKS															
A. Task 1 - Project Management Services															
Project management, scheduling, safety, quality assurance, 1 cost control, and invoicing.		6							3	5					\$2,305
Subtotal Hours	0	6	0	0	0	0	0	0	3	5	0	0	0		
Subtotal Dollars	0	1380	0	0	0	0	0	0	300	625	0	0	0	0	\$2,305
Total Task 1															\$2,305
I. Task 9 - Construction Phase Services															
1 Contractor submittal Reviews		2													\$460
2 Attend construction progress meetings (2)		16												\$402	\$4,082
3 Prepare supplemental Construction Drawings (2)		2	2								1	4	4		\$2,485
Attend Final project walk-thru and assist with punch-list 4 preparation		8										4		\$236	\$2,876
5 Prepare as-built drawings	1	4		2	2	6	6					2	12	\$75	\$5,415
Subtotal Hours	1	32	2	2	2	6	6	0	0	0	1	10	16		
Subtotal Dollars	290	7360	350	350	260	540	780	0	0	0	275	2000	2400	\$713	\$15,318
Total Task 9															\$15,318
Total Hours	1	38	2	2	2	6	6	0	3	5	1	10	16		92
Total Billing Amount	\$290	\$8,740	\$350	\$350	\$260	\$540	\$780	\$0	\$300	\$625	\$275	\$2,000	\$2,400	\$713	\$17,623



**CITY COUNCIL
ACTION REPORT**
Meeting Date: April 24, 2023
A/R No.: 2023-509

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: ORDINANCE APPROVING AN AMENDMENT TO ORDINANCE NO. 11409
APPROVING AN AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE WITH
BLACK AND MCDONALD, LLC

Summary:

- Approve an ordinance amending the contract with Black and McDonald, LLC for the Traffic Signal Preventative Maintenance Project to increase the contract amount by \$30,076.00 from \$57,550.00 to \$87,626.00 for 2023 traffic signal preventative maintenance work.

Background:

This action is to increase the contract in order to allow for 2023 traffic signal preventative maintenance. The original contract with Black and McDonald was approved by City Council on May 24, 2021.

City-owned traffic signals require routine maintenance and occasional repairs. City staff has utilized the prompt on-call services of electrical contractor, Black and McDonald, LLC for many years due to their excellent service, competitive rates, and intimate knowledge of the City's traffic signal system. Previously, these services were performed in an on-call manner and invoiced to the City on a time and material basis and funded using available budgeted traffic signal maintenance funds.

City staff determined it would be beneficial to enter into an agreement with a fixed maintenance plan and annual cost in order to more accurately budget for future traffic signal needs. An agreement with Black and McDonald was negotiated in 2021 for the amount of \$28,350.00 to provide bi-annual maintenance tasks of the signals and provide fixed time and material rates for work performed above-and-beyond the scope of routine maintenance. This is an annual agreement established in 2021 for a term of five years expiring at the end of 2025, renewed each year with an allowance for annual adjustments to the maintenance cost and rates with escalations not to exceed 3%. In 2022, the contract was increased by a 3% escalation from \$29,200.00 to an overall total of \$57,550.00. Black and McDonald, LLC requested a 3% escalation for the 2023 work for an amount of \$30,076.00 which is incorporated into this contract amendment for a new total of \$87,626.

The traffic signal maintenance base budget was established at \$70,000 for 2023 during FY2023 budget development. This agreement will utilize \$30,076.00 of those funds with the remaining \$39,924.00 available for other on-call repairs above and beyond the routine maintenance scope.

Staff recommends approving an amendment to Ordinance No. 11409 approving an

amendment to the agreement for traffic signal maintenance with Black and McDonald, LLC by increasing the contract amount of \$57,550.00 by \$30,076.00 to \$87,626.00 for 2023 traffic signal preventative maintenance work.

Previous Action (if applicable):

- Approval of a five-year contract in the amount of \$28,350.00 with Black and McDonald, LLC for traffic signal preventative maintenance work - May 24, 2021.
- Approval of an amendment in the amount of \$29,200.00 for 2022 traffic signal preventative maintenance work - April 11, 2022.

Policy/Committee Review:

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

Financial Considerations:

x Budgeted:	Line Item: 50.75.606.14.5626	Amount: Increase by
	Line Item:	\$30,076.00 from \$57,550.00 to \$87,626.00
		Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2023-509 Amend Traffic Signal Maint Contract B&M 2023 ORD
2. Change Order 2023 Traffic Signal Prev Maint B&M

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO
ORDINANCE NO. 11409 APPROVING AN AGREEMENT FOR
TRAFFIC SIGNAL MAINTENANCE WITH BLACK AND MCDONALD, LLC

WHEREAS, Ordinance No. 11578 approved on April 11, 2022 approving an amendment to Ordinance No. 11409 increasing the contract amount by \$29,200.00 from an amount of \$28,350.00 to \$57,550.00; and

WHEREAS, this amendment is for an annual 3% escalation adjustment for 2023;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an amendment to Ordinance No. 11409 approving an agreement for Traffic Signal Maintenance by and between the City of Liberty and Black and McDonald, LLC, by increasing the contract amount by THIRTY THOUSAND SEVENTY-SIX AND 00/100 DOLLARS (\$30,076.00), from an amount of FIFTY-SEVEN THOUSAND FIVE HUNDRED FIFTY AND 00/100 DOLLARS (\$57,550.00), to EIGHTY-SEVEN THOUSAND SIX HUNDRED TWENTY-SIX AND 00/100 DOLLARS (\$87,626.00), a copy of said amendment being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract amendment 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

ORDINANCE NO. _____ (CONT.)

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

MAYOR

Change Order No. 2023Date of Issuance: **April 24, 2023**Effective Date: **April 24, 2023**Owner: **City of Liberty**Owner's Contract No.: **21-010**Contractor: **Black & McDonald**

Contractor's Project No.:

Engineer: **City of Liberty, Missouri**

Engineer's Project No.:

Project: **Traffic Signal Preventative Maintenance Agreement** Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: **2023 bi-annual routine inspections of City traffic signals. Terms of original 5-year agreement (2021-2025) allow for annual price escalation cap of 3% per year.**Attachments: **Black & McDonald price proposal for 2023 work.**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>28,350.00</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : \$ <u>29,200.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>-</u> days
Contract Price prior to this Change Order: \$ <u>57,550.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>30,076.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>87,626.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: [Signature]By: [Signature]

By: _____

Title: Project EngineerTitle: Director of Public Works

Title: _____

Date: 4/14/2023Date: 4-14-2023

Date: _____

Contractor

Approved by Funding Agency :

By: _____

Title: _____

Mayor, City of Liberty, Missouri

Date: _____



March 17, 2023

City of Liberty, MO
Attn: John Findlay
101 E. Kansas St
Liberty, MO 64069

RE: Labor Rate Increase- Effective 2023

Dear Mr. Findlay,

Thank you for the opportunity to continue serving the City of Liberty, MO through our on-call services for traffic signal maintenance.

We are requesting a rate increase of 3% for 2023 on the current contract terms. This would make the annual contract amount for 2023 a total of \$30,076.00. This increase will help offset our labor cost increases, as well as material prices.

We hope that you will find this acceptable so that we may continue to work with the staff of the City of Liberty on your traffic signal maintenance needs.

Regards,

A handwritten signature in black ink, appearing to read "Jennifer L. Mathes".

Jennifer L. Mathes
Manager, Streetlight Maintenance
Black and McDonald
Ph 816-410-8633
Fax 816-483-2111

BLACK & McDONALD SUPPLEMENTAL LABOR RATES**Prepared for the City of Liberty, MO****Effective: January 1, 2023 thru December 31, 2023**

TRADE CLASSIFICATION	REGULAR RATE	OVERTIME RATE	DOUBLE TIME RATE
General Foreman	\$ 126.63	\$ 180.57	\$ 234.52
Line Foreman	\$ 121.49	\$ 173.08	\$ 224.68
Journeyman Lineman	\$ 111.19	\$ 158.10	\$ 205.01
7th Step Apprentice	\$ 100.90	\$ 143.12	\$ 185.33
6th Step Apprentice	\$ 95.76	\$ 135.63	\$ 175.50
5th Step Apprentice	\$ 90.61	\$ 128.13	\$ 165.66
4th Step Apprentice	\$ 85.46	\$ 120.64	\$ 155.82
3rd Step Apprentice	\$ 80.32	\$ 113.15	\$ 145.99
2nd Step Apprentice	\$ 75.17	\$ 105.66	\$ 136.15
1st Step Apprentice	\$ 70.02	\$ 98.17	\$ 126.31
Heavy Equip. Operator	\$ 101.10	\$ 143.41	\$ 185.72
Bore Crew Foreman	\$ 99.53	\$ 141.13	\$ 182.72
Small Equip. Operator	\$ 84.14	\$ 118.72	\$ 153.30
Groundman	\$ 71.75	\$ 100.68	\$ 129.61

BLACK & McDONALD EQUIPMENT PRICING
Prepared for the City of Liberty, MO
Effective: January 1, 2023 thru December 31, 2023

EQUIPMENT DESCRIPTION	Hourly Rate
TRUCKS	
Pick Up - 1/2 Ton	\$ 12.00
Pick Up - 3/4 Ton	\$ 12.00
Utility - 1Ton Pickup	\$ 14.00
Mechanic/Utility Truck	\$ 23.00
37' Bucket Truck	\$ 24.00
55' Bucket Truck	\$ 29.00
65' Bucket Truck	\$ 38.00
85' Bucket Truck	\$ 57.00
100' Bucket Truck	\$ 85.00
Elliot - 65'	\$ 35.00
Elliot - 85'	\$ 60.00
Digger Derrick - 42' Shive Hieght	\$ 28.00
Digger Derrick - 50' Shive Hieght	\$ 46.00
Mini-Derrick/Backyard Machine	\$ 32.00
Pressure Digger	\$ 55.00
Flatbed Truck - Single Axle	\$ 19.00
Flatbed Truck - Tandem Axle	\$ 25.00
Road Tractor	\$ 40.00
Dump Truck - Single Axle	\$ 19.00
Dump Truck - Tandem Axle	\$ 26.00
EXCAVATORS	
Rubber Tire Backhoe Loader (580 or equivalent)	\$ 25.00
Track Hoe (315 or equivalent)	\$ 49.00
Trencher 5110 or equivalent	\$ 31.00
Trencher w/ Plow	\$ 39.00
Mini Excavator	\$ 19.00
Vacuum Excavator - trailer mounted	\$ 33.00
DIRECTIONAL DRILLS	
Directional Boring Machine (1220 or equiv)-Incl trailer/water tank	\$ 63.00
Directional Boring Machine (2020 or equiv)-Incl trailer/water tank	\$ 86.00
Directional Boring Machine for Rock-Incl trailer/water tank	\$ 180.00
TRAILERS	
Utility Trailer	\$ 6.00
Float Trailer	\$ 8.00
35 ton Lowboy Trailer	\$ 12.50
Pole Trailer - Distribution	\$ 7.50
Pole Trailer - Transmission	\$ 13.20
Single Reel Wire Trailer	\$ 7.50
Four Reel Wire Tailer	\$ 20.00

MISC.	
Skid Steer Loader (Rubber Tire)	\$ 14.00
Skid Steer Loader (Track)	\$ 20.00
Air Compressor - 185cfm	\$ 12.50
Hydraulic Hoe Ram (for 580 or equivalent)	\$ 8.00
Concrete Saw - Walk Behind 65hp (blades extra)	\$ 16.25
Flasher Arrow Board	\$ 6.50
Fault Wizard	\$ 9.50



**CITY COUNCIL
ACTION REPORT**
Meeting Date: April 24, 2023
A/R No.: 2023-512

Department: Parks & Recreation

Submitted By: BJ Staab, Director Parks & Recreation

Subject: RESOLUTION RETIRING THE COMPOSITION OF THE CEMETERY ADVISORY COMMITTEE

Summary:

- The Cemetery Advisory Committee was established in 2009 to mitigate the vandalism that took place at that time and to raise money for various projects for the Cemeteries.
- The Cemetery Advisory Committee has provided countless volunteer hours in support of the Cemeteries and advocated for a Cemetery Sexton position to manage the Cemeteries.
- The Cemetery Sexton was hired in 2022 and has been in his position for six months and has taken over all Cemetery maintenance.
- Many recent Cemetery Advisory Committee meetings have been cancelled due to a lack of quorum.
- The staff is committed to continuing Cemetery Workdays, and the Cemetery Sexton and Community Engagement Manager will continue to plan and organize those workdays, with the support of any Committee members who are interested in assisting.
- Retiring the Cemetery Advisory Committee was discussed at the Committee's April 2023 meeting, noting that the Committee had accomplished what it was created to do, and that the Committee had run its course.
- The recommendation is to retire the Cemetery Advisory Committee.

Background:

The Cemetery Advisory Committee (Resolution No. 2426) was established in 2009 to mitigate the vandalism that took place at that time and to raise money for various projects for the cemeteries. Their purpose has been to preserve, beautify and enhance the City's cemeteries, as well as work with the City on cemetery security. They were also tasked with providing advice to the City on programs for the care, operation or disposition of the cemeteries.

The Committee has met these objectives. They have provided history, knowledge and advice to City Staff on many occasions. Additionally, they have hosted many workdays in the cemeteries and have provided countless hours of volunteer time. The Committee also requested a Cemetery Sexton position to manage the City's cemeteries. They felt this was the best way for the cemeteries to receive the attention they deserved, and to carry on with the work the Committee started.

In 2022, a Cemetery Sexton was hired. He has been in his position for six months and

has taken over cemetery operations. He is in the cemeteries every weekday, manages all vendors, and has completed many maintenance items that have been on the maintenance list for several years. He is also present at the workdays, and manages the volunteers during those events.

Also, in the last several months, Committee attendance at the Cemetery Advisory Meetings has dwindled. The November 2022, February 2023 and March 2023 meetings were all cancelled due to lack of quorum. At the April 2023 meeting, we discussed retiring the Committee. The overall feeling was that the Committee had met its original objectives, and had run its course. Instead, Committee and Staff felt we should move to an informal community group structure, and away from a formal City-appointed Committee.

Staff is committed to continuing the momentum we have with the Cemetery Workdays, and the Cemetery Sexton, and Community Engagement Manager will take the lead on organizing the group and marketing the events. Additionally, any interested Committee members will be invited to participate in planning projects, promoting the workdays, and organizing the volunteers.

Therefore, Staff recommends retiring the Cemetery Advisory Committee.

Previous Action (if applicable):

Resolution No. 2426, approved July 27, 2009, established the Cemetery Advisory Committee to act in an advisory capacity for the purpose of caring for and beautification of the City's Cemeteries.

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Resolution_Retiring the Cemetery Committee (1)

RESOLUTION NO. _____

A RESOLUTION RETIRING THE COMPOSITION OF THE
CEMETERY ADVISORY COMMITTEE

WHEREAS, Resolution No. 2426, approved July 27, 2009, established the Cemetery Advisory Committee to act in an advisory capacity for the purpose of caring for and beautification of the City's Cemeteries; and

WHEREAS, a full-time Cemetery Sexton has now been hired to oversee the preservation, care and enhancement of the City's Cemeteries;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

That the citizen committee, known as the "Cemetery Advisory Committee" is hereby disbanded.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**
Meeting Date: April 24, 2023
A/R No.: 2023-513

Department: Administration

Submitted By: Shawwna Funderburk,
Chief Strategic Operations Officer

Subject: RESOLUTION APPROVING & AUTHORIZING EXECUTION OF NATIONAL OPIOID SETTLEMENT AGREEMENTS & ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE STATE OF MISSOURI RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

Summary:

- Resolution approving & authorizing execution of National Opioid Settlement Agreements with Allergan, Teva, CVS, Walgreens and Walmart as part of the 2022 National Opioid Settlements.
- Ordinance approving a Memorandum of Understanding (MOU) with the State of Missouri for the State of Missouri to receive the City of Liberty's 2022 National Opioid Settlement Agreement proceeds from Allergan, Teva, CVS, Walgreens and Walmart.
- The 2022 National Opioid Settlement Agreements could mean more than \$350 million for the State of Missouri and participating Missouri cities.
- According to preliminary 2022 settlement exhibits, the City of Liberty could receive up to \$184,689 (\$15,390.75 per year) over the next 12 years by opting into these settlements.
- The City of Liberty's previous 2021 opioid settlement proceeds were estimated to be in the \$15,000 to \$30,000 per year range over 18 years.
- The State of Missouri has significant opioid treatment, law enforcement, and opioid abatement strategies and programs in place to remediate the opioid epidemic, and has established the Opioid Addiction Treatment and Recovery Fund, which funds treatment programs for the benefit of all Missourians.
- The City of Liberty desires the State of Missouri receive and administer any Settlement Funds the City would otherwise be entitled to receive as a result of the City's participation in the National Settlement Agreements.
- On December 20, 2021, the City passed a Resolution releasing and assigning any such City of Liberty opioid settlement proceeds to the State of Missouri for approved use of opioid settlements with McKesson, Amerisource Bergen, and Cardinal Health (opioid distributors), as well as with Johnson & Johnson.
- On January 10, 2022, the City passed an Ordinance approving a Memorandum of Understanding (MOU) with the State of Missouri authorizing the State of Missouri to receive and administer any opioid settlement funds the City would otherwise be entitled to receive as a result of the City's participation in the National Settlement Agreements.

Background:

In 2021, nationwide opioid settlements were reached to resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors being McKesson, Cardinal Health, and AmerisourceBergen ("Distributors") and against manufacturer Janssen

Pharmaceuticals, Inc. and its parent company Johnson & Johnson ("J&J"). The 2021 National Opioid Settlements have been finalized and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years. Johnson & Johnson will pay up to an additional \$5 billion over no more than nine years. On December 20, 2021, the City passed a Resolution releasing and assigning any such City of Liberty opioid settlement proceeds to the State of Missouri for approved use of opioid settlements with McKesson, Amerisource Bergen, and Cardinal Health (opioid distributors), as well as with Johnson & Johnson. On January 10, 2022, the City passed an Ordinance approving a Memorandum of Understanding (MOU) with the State of Missouri authorizing the State of Missouri to receive and administer any opioid settlement funds the City would otherwise be entitled to receive as a result of the City's participation in the National Settlement Agreements.

In late 2022, National Opioid Settlement Agreements were announced with Allergan and Teva ("Distributors") as well as CVS, Walgreens and Walmart ("Pharmacies"). As with the 2021 National Opioid Settlement Agreements, states and local governments that choose to participate in the 2022 National Opioid Settlement Agreements will now have the opportunity to "opt in". The greater level of local government (city) participation, the more funds will ultimately be paid out for opioid abatement measures. Assuming maximum settlement participation, the 2022 National Opioid Settlement Agreements require: Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect; Allergan to pay up to \$2.02 billion over seven years; CVS to pay up to \$4.90 billion over 10 years; Walgreens to pay up to \$5.52 billion over 15 years; and Walmart to pay up to \$2.74 billion in 2023 and all payments to be made within six years. These figures include amounts attributable to prior settlements between the Defendants and certain states/local governments and amounts for attorneys' fees and costs.

Under both the 2021 and 2022 National Opioid Settlement Agreements, at least 85% of the funds going directly to participating states and local governments must be used for abatement of the opioid epidemic, with the majority of the proceeds restricted to funding future abatement efforts by state and local governments. It's important to note, formulas, allocation, and structures are still being worked out, so exact dollar amounts are not available at this time. Any local government that does not participate cannot directly share in any of the settlement funds Missouri receives, even if Missouri and other participating local governments are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in Missouri.

The current Memorandum of Understanding (MOU) for your review and approval does not automatically apply to future National Opioid Settlement Agreements with opioid manufacturer, distributor, or other opioid-related Defendants not named in this MOU. It will only apply to such settlements if the State and the City agree in a separate future written MOU or other agreement. According to preliminary 2022 settlement exhibits, the City of Liberty could receive up to \$184,689 (\$15,390.75 per year) over the next 12 years by opting into these settlements. The City of Liberty's previous 2021 opioid settlement proceeds were estimated to be in the \$15,000 to \$30,000 per year range over 18 years. With the current MOU, the City is choosing for Liberty's \$184,689 in 2022 settlement proceeds to go to the State of Missouri, as the State has established opioid mitigation programs in place. The current Resolution formally authorizes the City Administrator to sign the 2022 National

Opioid Settlement Agreement documents. These were signed electronically before April 18, 2023 in order to meet the Missouri Attorney General's April 18, 2023 opt in deadline.

Previous Action (if applicable):

On December 20, 2021, the City passed a Resolution releasing and assigning any such City of Liberty opioid settlement proceeds to the State of Missouri for approved use of opioid settlements with McKesson, Amerisource Bergen, and Cardinal Health (opioid distributors), as well as with Johnson & Johnson.

On January 10, 2022, the City passed an Ordinance approving a Memorandum of Understanding (MOU) with the State of Missouri authorizing the State of Missouri to receive and administer any opioid settlement funds the City would otherwise be entitled to receive as a result of the City's participation in the National Settlement Agreements.

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Resolution - Approval of Execution of Opioid Settlement
2. MOU with State of MO - Opioid Settlement 4.14.20231
3. Opioid Settlement City of Liberty MOU 2022 Settlements 4.14.2023
4. Opioid Settlement DocuSign Forms Teva Allergan CVS Walgreens Walmart 4.13.2023

RESOLUTION NO. _____

RESOLUTION APPROVING & AUTHORIZING EXECUTION OF NATIONAL OPIOID
SETTLEMENT AGREEMENTS & ORDINANCE APPROVING A
MEMORANDUM OF UNDERSTANDING (MOU) WITH THE STATE OF MISSOURI
RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, the residents of City of Liberty, Missouri (“the City”) have been harmed by a national and state-wide opioid epidemic caused by fraudulent marketing and licit and illicit opioid use and distribution; and

WHEREAS, the City of Liberty and the State of Missouri (“the State”) share a common desire to abate and alleviate the local impacts of the opioid epidemic in the City of Liberty and throughout Missouri; and

WHEREAS, Missouri and other states have entered into national settlement agreements with certain pharmaceutical supply chain entities currently facing litigation and investigation relating to the opioid epidemic; and

WHEREAS, the City of Liberty wishes to participate in the national settlement agreements;

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Liberty, Clay County, Missouri hereby approve and authorize execution of the National Settlement Agreements, subject to the following terms and conditions:

A. Definitions

“Allergan National Settlement” means a national settlement agreement with Allergan and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.

“Teva National Settlement” means a national settlement agreement with Teva and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.

“CVS National Settlement” means a national settlement agreement with Teva and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.

“Walgreens National Settlement” means a national settlement agreement with Walgreens and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.

“Walmart National Settlement” means a national settlement agreement with Walmart and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.

“National Settlements” refers collectively to the Allergan, Teva, CVS, Walgreens, and Walmart National Settlements.

“Settlement Funds” refers collectively to funds from the Allergan, Teva, CVS, Walgreens, and Walmart National Settlements.

“Settling Defendants” refers to the pharmaceutical supply chain entities who are parties to the Allergan, Teva, CVS, Walgreens, and Walmart National Settlements.

B. Execution of National Settlement Agreements

Upon passage of this resolution by the City Council of the City of Liberty, the City of Liberty shall be authorized to execute the necessary documentation to join the Allergan, Teva, CVS, Walgreens, and Walmart National Settlements on behalf of the City. The City of Liberty shall further be authorized to execute the documents necessary to join the National Settlements electronically by using DocuSign.

The City of Liberty acknowledges that the National Settlements require it to release its claims against the Settling Defendants as a condition of its participation and entitlement to Settlement Funds.

The City of Liberty is further authorized to cooperate with the State to fulfill all requirements necessary to qualify the City of Liberty for participation in the National Settlements and entitlement to Settlement Funds.

C. Applicability

This Resolution does not automatically apply to future national settlements with opioid manufacturer, distributor, or other opioid-related Defendants not named herein.

The City of Liberty acknowledges that this Resolution does not excuse any requirements placed upon it by the terms of the National Settlement Agreements.

RESOLUTION NO. _____ (CONT.)

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF
LIBERTY, MISSOURI AND THE STATE OF MISSOURI RELATING TO THE
SETTLEMENT OF OPIOID LITIGATION

WHEREAS, the residents of City of Liberty, Missouri (“the City”) have been harmed by a national and state-wide opioid epidemic caused by fraudulent marketing and licit and illicit opioid use and distribution; and

WHEREAS, the City of Liberty and the State of Missouri (“the State”) share a common desire to abate and alleviate the local impacts of the opioid epidemic in the City of Liberty and throughout Missouri; and

WHEREAS, the City of Liberty wishes to participate in the second set of National Settlement Agreements to join the Allergan, Teva, CVS, Walgreens, and Walmart Settlements; and

WHEREAS, the City of Liberty acknowledges that the National Settlements require it to release its claims against the Settling Defendants as a condition of its participation and entitlement to Settlement Funds; and

WHEREAS, the City of Liberty is further authorized to cooperate with the State to fulfill all requirements necessary to qualify the City of Liberty for participation in the National Settlements and entitlement to Settlement Funds.

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 (“MOU”) between the City of Liberty and the State of Missouri to facilitate and administer any Settlement Funds earmarked for the City under the National Settlement Agreements, a copy of said MOU being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorized the Mayor to sign the Memorandum of Understanding 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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LIBERTY, MISSOURI AND THE STATE OF
MISSOURI RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

A. General Principles

1. WHEREAS, the City of Liberty (“the City”) and the State of Missouri (“the State”) share a common desire to abate and alleviate the local impacts of the opioid epidemic in the City and throughout Missouri;
2. WHEREAS, Missouri and other states have entered into National Settlement Agreements with certain pharmaceutical supply chain entities currently facing litigation and investigation relating to the opioid epidemic;
3. WHEREAS, the State has asked the City to participate in the National Settlement Agreements and the City is willing to take steps so that the State will receive a larger settlement in exchange for the State’s agreement to administer such funds;
4. WHEREAS, the National Settlement Agreements contemplate that certain participating state political subdivisions will receive direct payments from the Settlement Funds unless such payments are reallocated by, *e.g.*, intrastate agreements;
5. WHEREAS, the State has significant opioid treatment, law enforcement, and opioid abatement strategies and programs in place to remediate the epidemic, and has established the Opioid Addiction Treatment and Recovery Fund, which funds treatment programs for the benefit of all Missourians; and
6. WHEREAS, the City desires that the State receive and administer any Settlement Funds the City would otherwise be entitled to receive as a result of the City’s participation in the National Settlement Agreements;
7. NOW, THEREFORE, the City and the State enter into this Memorandum of Understanding (“MOU”) to facilitate and administer any Settlement Funds earmarked for the City under the National Settlement Agreements.

B. Definitions

8. “Allergan National Settlement” means a national settlement agreement with Allergan and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.
9. “Teva National Settlement” means a national settlement agreement with Teva and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.

10. “CVS National Settlement” means a national settlement agreement with CVS and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.
11. “Walgreens National Settlement” means a national settlement agreement with Walgreens and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.
12. “Walmart National Settlement” means a national settlement agreement with Walmart and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.
13. “National Settlement Agreements” refers collectively to the Allergan, Teva, CVS, Walgreens, and Walmart National Settlements.
14. “Settlement Funds” refers collectively to funds from the Allergan, Teva, CVS, Walgreens, and Walmart National Settlements.
15. “Settling Defendants” refers to the pharmaceutical supply chain entities who are parties to the Allergan, Teva, CVS, Walgreens, and Walmart National Settlements.

C. Voluntary Reallocation of Settlement Proceeds Earmarked for the City

16. The City acknowledges and agrees that the National Settlement Agreements require it to release its claims against the Settling Defendants as a condition of its participation and entitlement to Settlement Funds. The parties will cooperate to fulfill all requirements necessary to participate in the National Settlement Agreements and receive Settlement Funds.
17. The City hereby voluntarily reallocates its share of the Settlement Funds to the State in exchange for the State’s obligations herein, including but not limited to the State’s obligation to administer the Settlement Funds as stated in Section 15 below. It is the intent of the parties that the Settlement Fund administrator will, to the extent practicable, directly distribute to the State all Settlement Funds that the City would otherwise be entitled to receive under the National Settlement Agreements. Alternatively, if a Settlement Fund administrator distributes Settlement Funds to the City, the City will remit such funds to the State.
18. Upon its receipt of Settlement Funds originally earmarked for the City, the State will place such Settlement Funds into the State’s Opioid Addiction Treatment and Recovery Fund. Such funds will be administered as provided by § 196.1050, RSMo and will be used only for the programs, services, and expenses authorized by the statute. The State does not

represent or warrant that such funds will be spent in the City, or on the residents of the City. It is, however, the parties' expectation and belief that residents of the City will benefit from the Opioid Addiction Treatment and Recovery Fund, and that the City and its associated programs, departments, or residents, as well as political subdivisions of the State within the City, may seek and receive funds and grants for the programs, services, and expenses authorized by the statute.

19. Upon its receipt of Settlement Funds originally earmarked for the City, the State will indemnify and hold the City harmless against all claims and causes of action alleging improper or unlawful use of the funds, including claims that any uses of such funds were improperly documented or reported.

D. Applicability

20. This MOU does not automatically apply to future national settlements with opioid manufacturer, distributor, or other opioid-related Defendants not named herein. It will only apply to such settlements if the State and the City agree in a separate written MOU or other agreement.

E. Enforceability & Implementation

21. No person or entity is intended to be a third-party beneficiary of this MOU. Only the State and the City can enforce the terms of this MOU.
22. This MOU shall be interpreted using Missouri law. Any action related to the provisions of this MOU must be adjudicated by the Circuit Court of Cole County, Missouri. If any provision of this MOU is held invalid by a court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
23. This MOU may be signed and executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOU. Each person signing this MOU represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOU on behalf of the party he or she represents, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

ACCEPTED by the undersigned and executed this ___ day of April, 2023.

City of Liberty, Missouri by:_____	State of Missouri, by:_____
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Attest: _____ County Clerk	
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New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Liberty city, MO
Reference Number: CL-387039

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Missouri is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Jeremiah Morgan, Deputy Attorney General, at the Missouri Attorney General's Office at jeremiah.morgan@ago.mo.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☒ Yes ☐ No

Governmental Entity: Liberty city	State: MO
Authorized Signatory: Curt wenson	
Address 1: 101 E. Kansas Street	
Address 2:	
City, State, Zip: Liberty	Missouri 64068
Phone: 816-439-4411	
Email: cwenson@libertymo.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:

DocuSigned by:
Curt Wenson
41DA6619E417402...

Name:

Curt Wenson

Title:

City Administrator

Date:

4/13/2023



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Liberty city	State: MO
Authorized Signatory: Curt wenson	
Address 1: 101 E. Kansas Street	
Address 2:	
City, State, Zip: Liberty	Missouri 64068
Phone: 816-439-4411	
Email: cwenson@libertymo.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

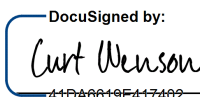
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:  41DA0019E417402...

Name: Curt Wenson

Title: City Administrator

Date: 4/13/2023



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☒ Yes ☐ No

Governmental Entity: Liberty city	State: MO
Authorized Signatory: Curt wenson	
Address 1: 101 E. Kansas Street	
Address 2:	
City, State, Zip: Liberty Missouri 64068	
Phone: 816-439-4411	
Email: cwenson@libertymo.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:

DocuSigned by:
Curt Wenson
41DA6619E417402...

Name:

Curt Wenson

Title:

City Administrator

Date:

4/13/2023



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☒ Yes ☐ No

Governmental Entity: Liberty city		State: MO
Authorized Signatory: Curt wenson		
Address 1: 101 E. Kansas Street		
Address 2:		
City, State, Zip: Liberty	Missouri	64068
Phone: 816-439-4411		
Email: cwenson@libertymo.gov		

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

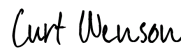
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:

DocuSigned by:

41DA0019E417402...

Name:

Curt Wenson

Title:

City Administrator

Date:

4/13/2023



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☒ Yes ☐ No

Governmental Entity: Liberty city		State: MO
Authorized Official: Curt wenson		
Address 1: 101 E. Kansas Street		
Address 2:		
City, State, Zip: Liberty	Missouri	64068
Phone: 816-439-4411		
Email: cwenson@libertymo.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

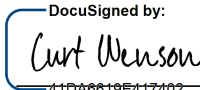
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: 
41DA8619E417402...

Name: Curt Wenson

Title: City Administrator

Date: 4/13/2023





**CITY COUNCIL
ACTION REPORT**
Meeting Date: April 24, 2023
A/R No.: 2023-516

Department: Administration

Submitted By: Shawwna Funderburk,
Chief Strategic Operations Officer

**Subject: ORDINANCE APPROVING A PROPOSAL WITH WEATHER TECH
RENOVATIONS FOR ANIMAL SHELTER ROOF REPAIRS**

Summary:

- The current Liberty Animal Shelter opened in February 2020.
- The Animal Shelter roof has presented some piping issues, ice / water shield issues, and shingle issues.
- Weather Tech Renovations' Proposal addresses the above-mentioned roof issues for \$3,150.00.
- Public Work's Department Staff reached out to several area roofing companies with two companies submitting Animal Shelter roof repair proposals, which were Atlas for \$4,833.00 and Weather Tech Renovations for \$3,150.00.
- Staff has confirmed that Weather Tech Renovations' Proposal is the lowest and best. Their Proposal encompasses all needed Animal Shelter roof repairs.
- Atlas did not respond to Public Work's Staff inquiries regarding their proposal.

Background:

The current Liberty Animal Shelter opened in February 2020. The Animal Shelter roof has presented some piping issues, ice / water shield issues, and shingle issues. Weather Tech Renovations' Proposal addresses the above-mentioned roof issues for \$3,150.00. Public Work's Staff reached out to several area roofing companies with two companies submitting Animal Shelter roof repair proposals, which were Atlas for \$4,833.00 and Weather Tech Renovations for \$3,150.00. Staff confirmed Weather Tech Renovations' Proposal is the lowest and best. Their Proposal encompasses all needed Animal Shelter roof repairs. Atlas did not respond to Public Work's Staff inquiries regarding their proposal.

The roof repair scope of work that Weather Tech Renovations will perform and complete are:

- Replace the five pipe boots on the rear elevation.
- Replace the three pipe boots with turn downs & replace them with three split pipe flashing kits.
- Install a second rain collar on all pipe boots on the rear elevation.
- Replace the two existing bathroom broans on the rear elevation.
- Install ice & water shield underneath under all penetrations being replaced.
- Remove the bottom piece of w-valley of the northeast valley at the rear elevation where pipe boots are installed too close to the valley.

- Install a closed valley system where valley metal is being removed on the back right valley.
- Install the correct size Versa Cap for the flue pipe on the rear elevation.
- Install ice & water shield around the flue base flashing and install new shingles to tie into the system.
- Install proper flashing at the ridge to rake transition on the left elevation.
- Replace visibly torn and damaged shingles throughout the roof and hand seal new shingles.

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: 50.20.031.36.7201	Amount: \$3,150.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Animal Shelter Roof Weather Tech Renovations Ordinance 4.17.2023
2. Weather Tech Proposal B 2.22.2023 4.18.2023

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A PROPOSAL WITH WEATHER TECH RENOVATIONS
FOR ANIMAL SHELTER ROOF REPAIRS

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
Proposal with Weather Tech Renovations for Animal Shelter Roof Repairs in the amount of
THREE THOUSAND ONE HUNDRED AND FIFTY DOLLARS (\$3,150.00). A copy of said
Proposal 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 Proposal as described in
Section 1 of this ordinance.

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

**Weather Tech Renovations**

3008 SW 40 Hwy ,
Blue Springs, MO 64015
Phone: (816) 988-8957

Fax: (816) 988-8946

City of Liberty Animal Shelter - Repair Proposal

02/22/2023

Company Representative

Joe Tickle
Phone: (913) 307-6637
jtickle@wtrenovations.com

City of Liberty Animal Shelter

2801 Riverview Road
Liberty, MO 64068
(816) 365-9494

Roof Repairs

Scope of Work:

- Replace the 5 pipe boots on the rear elevation.
- Replace the 3 pipe boots with turn downs and replace with 3 split pipe flashing kits.
- Install 2nd rain collar on all pipe boots on the rear elevation.
- Replace the 2 existing bathroom broans on the rear elevation.
- Install ice and water shield underneath under all penetrations being replaced.
- Remove the bottom piece of w-valley of the northeast valley on the rear elevation where pipe boots are installed too close to the valley.
- Install a closed valley system where valley metal is being removed on the back right valley.
- Install correct size Versa Cap for the flue pipe on the rear elevation.
- Install ice and water shield around flue base flashing, and install new shingles to tie into system.
- Install proper flashing at the ridge to rake transition on the left elevation.
- Replace visibly torn and damaged shingles throughout the roof and hand seal new shingles.

TOTAL**\$3,150.00**

Acceptance of Proposal: This proposal becomes the legal and binding contract 72 hours from date of acceptance. 1.5% per month interest will be added on to all accounts 30 days past due. In additional if collection services are required reasonable collection attorney fees will be added on accounts 60 days over due. Payment will be made as outlined above. Failure to pay may constitute a mechanics lien being filed against the property. Cancellation of the contract may be achieved by paying a cancellation fee in the amount of 5% of the contract price.

Additional Provisions

1. All proposals subject to approval by the management of Weather Tech Renovations LLC.
2. Should default be made in payment of this contract, charges shall be added from date thereof at a rate of one-half percent 1-1/2% per month. 18% PER ANNUM or maximum allowed by law with a minimum charge of \$2.00 per month, and if placed for collection customer agrees to pay all cost of such action as attorney and legal filing fees by accepting said contract.
3. The company is not responsible for any damage below the roof; or liability is limited to the roof repair only.
4. Weather Tech Renovations LLC, cannot be responsible for internal structural strength, so if you have any concerns or doubts about the strength of your roof substructure to include rafters, beams, etc., it will be your responsibility to either notify us or have weakened conditions repaired before we start our work.

5. The company shall have no responsibility for damages from fire, windstorm or other hazard, as this is normally covered by property insurance.
6. If your interior ceiling is within 4 inches of your exterior decking, (i.e. Cathedral ceiling/patio cover) it is the responsibility of the property owner to inform our personnel so that the proper nail length can be utilized.
7. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials, unless otherwise stated in this contract, are not included and will be charged as an extra on a time and material basis.
8. You release Weather Tech Renovations LLC, from and agree not to pursue claims against Weather Tech Renovations LLC, for environmental conditions, including (but not limited to) the presence of mold, claimed to be caused or worsened by moisture, leaks or water, even if such conditions are claimed to be caused by any negligence of Weather Tech Renovations LLC., or its installers.
9. No painting or gutter work is included unless specifically noted.
10. The company shall not be liable for failure of performances due to labor controversies, strikes, fire, weather, inability to obtain materials from usual sources, or any other circumstances beyond the control of the company whether of a similar nature.
11. This agreement constitutes the entire agreement between the parties. It may be changed by only written instrument signed by both parties.
12. If any provisions of this agreement should be held to be invalid or unenforceable, the validity, and the enforce-ability of the remaining provisions of this agreement shall not be affected thereby.
13. Any representations, statements or other communications, not written in this contract are agreed to be immaterial, and not to be relied on by either party, and do not survive the execution of this contract.
14. Additional materials are generally ordered for each job. Any and all materials delivered to your job site remain property of Weather Tech Renovations LLC.
15. These conditions shall be considered a part of any contract entered into or authorized to precede, the same as if they were included therein.
16. In the event that any dispute arises under this contract, property owners' agrees to allow Weather Tech Renovations LLC, an opportunity to cure such defects. In the event Weather Tech Renovations LLC is not allowed an opportunity to cure such defects, then property owner agrees Weather Tech Renovations LLC is not liable for cost of repair or damages resulting from such defects. In any event, Weather Tech Renovations LLC, shall not be liable for any consequential damages.
17. It is the property owners responsibility to make sure all ventilation pipes in the attic are protruding through the roof and are properly connected.
18. Leaking can occur in or around the chimney unless it is periodically tuck-pointed. Normal settling of your building through the years will cause leaking conditions. In addition, the flashing compound around the chimney and vent pipe areas require normal maintenance on a year-to-year basis. These areas should be inspected periodically for cracking or indications of weathering and should be re-flashed accordingly.
19. Weather Tech Renovations LLC, shall not be responsible for interior sheet rock damage due to the loading and hammering of roofing materials.
20. Weather Tech Renovations LLC, shall not be responsible for damage to siding, on sidewall requiring flashing that is rotted or has been glued, caulked, or in any other way adhered to the roofing material.

General Roof Maintenance

The following conditions are unrelated to defects in the roof and therefore are not covered by the warranty. The maintenance tips provided below will help you get the best service from your new roof.

1. If damage is caused by fire, lightening, windstorm, hailstorm, etc., or interior damage from moisture, notify you insurance company immediately, and call Weather Tech Renovations LLC.
2. Accumulation of leaves or pine needles in gutters or roof valleys produce what is known as a "water-dam". A water-dam can force water under the roofing and produce leaks through the roof structure. These leaks can travel along roof joints, etc., and produce interior damage at points far distant from the leak. Therefore, provisions should be made for the removal of the debris.
3. Adequate ventilation will keep attic temperature close to those outside, helping to prevent the deck delamination at the roof and the formation of ice dams in gutters and valleys. Adequate ventilation is essential to the life of Asphalt Shingles. Adequate ventilation (defined by FHA standards) consist of one square foot or more of open area for every 300 sq. ft. or attic floor area, 50% at or near the peak of the roof, 50% in the eaves or lower part of the roof. Lack of ventilation (or inadequate ventilation) will result in moisture condensation and can cause rotting of the wood deck and/or blistering or curling of asphalt shingles which is not a defect in the shingle but is a direct result of moisture being pulled through the shingle by the sun.
4. Installation or relocation of antennas or other equipment on the roof may cause leaks unless proper sealants are used at any point where screws or other anchoring devices enter the roof. Avoid unnecessary roof traffic, since it can greatly diminish the life of the roof.

•


Company/Authorized Signature

Date

Customer Signature

Date

APPROVED 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: April 24, 2023
A/R No.: 2023-510

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: ORDINANCE APPROVING A PURCHASE ORDER WITH KNAPHEIDE TRUCK EQUIPMENT CENTER FOR THE PURCHASE AND INSTALLATION OF TRUCK BEDS AND SNOW PLOW EQUIPMENT

Summary:

Purchase of snow equipment for three new Public Works trucks from Knapeide for a total of \$105,965.00.

Background:

The annual Capital Budget for critical equipment is necessary for the maintenance of the public infrastructure and has allocated funds for the purchase of equipment. The heavy duty Ford F-350 and the two Ford F-550s have been ordered separately, and the final outfitting of the equipment includes the purchase and installation of Knapeide Equipment. The purchase includes two dump beds, material spreaders, snow plows for the F-550s and the purchase of a snow plow for the F-350. In order to standardize the equipment for parts and training of staff, only one bid for the equipment was obtained. Knapeide Equipment is also part of the Source-Well Government Bid Program.

The bid tabulation is as follows:

Snow Plow For Crew Cab F350
Bed, V Plow, Spreader For F550
Bed, Plow, Spreader For F550

Previous Action (if applicable):

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Approved in January 2023
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 50.70.201.36.7201	Amount: \$105,965.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:

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

Attachments:

1. 2023-510 Purchase of Truck Beds and Snow Equipment ORD
2. 2022_12_07_Signed Knapheide

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PURCHASE ORDER WITH KNAPHEIDE TRUCK
EQUIPMENT CENTER FOR THE PURCHASE AND INSTALLATION OF TRUCK
BEDS AND SNOW PLOW EQUIPMENT

WHEREAS, three new trucks are on order from Chuck Anderson Ford as approved by City Council on March 13, 2023, including two F-550 Cab and Chassis and a F-350 Regular Cab, and

WHEREAS, the F-550's will need truck beds, salt spreaders and plows. The F-350 will be outfitted with a plow to provide full year-round functionality for the City, and

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 purchase order between the City of Liberty and Knapheide Truck Equipment Center for the installation of two truck beds and three snow plows to outfit the three new trucks on order for the Public Works Department for an amount not to exceed ONE HUNDRED FIVE THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS, (\$105,965.00), a copy of said quote is incorporated by reference herein and available for review.

SECTION II

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



Knapheide Truck Equipment
 9001 NE Parvin Road
 Kansas City MO 64161
 Phone: 816-472-4444
 Fax: 816-472-5147
 www.kansascity.knapheide.com

QUOTATION

Quote ID: TC00009658

Page 1 of 2

Customer: LIBERTY CITY OF
 101 EAST KANSAS
 LIBERTY MO 64068

Quote Number: TC00009658
 Quote Date: 12/2/2022
 Quote valid until: 1/1/2023

Contact: RANDY
 Phone: 816-439-4545
 Fax: 1-816-792-6046

By: Prepared tcummings
 Salesperson: Shannon Blackburn
 PO#:

Enduser:

Make:	Model: F-350	Year: 2023	Single/Dual: SRW
Cab Type: REGULAR	Wheelbase: 142.0	Cab-to-Axle: 56.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	FISH 90850	8.5 HD2 PLOW	\$10,128.00	\$10,128.00
1	FISH 97200-3	BIG BOX KIT HD2	\$0.00	\$0.00
1	FISH 77102	MOUNT KIT F-350 2017	\$0.00	\$0.00
1	FISH 85100	HANDHELD CONTROL	\$0.00	\$0.00
1	FISH 52488	SNO FOIL 9' HD2	\$0.00	\$0.00
1	FISH 52506	SHOE KIT	\$0.00	\$0.00
1	FISH 52685	5/8" STEEL CUTTING EDGE STOW IN BED OF TRUCK	\$276.00	\$276.00
1	WS 74973-1	16 PIN HALOGEN HARNESS	\$0.00	\$0.00
1	WS 72530	HALOGEN HEADLIGHTS-NIGHTHAWK	\$0.00	\$0.00
1	WS 29070-1	MODULE 3 PORT - DRL	\$0.00	\$0.00
1	UNIV ANTIFREEZE	DEX COOL ZEREX ZXEL2 10000010258	\$0.00	\$0.00
1	BACK 15018	BACKRACK HEADACHE RACK	\$665.00	\$665.00
1	BACK 30221	BACKRACK MTG KIT	\$0.00	\$0.00
1	BACK 91002	LIGHT BRKT 10-1/2" BASE CENT ER MOUNT	\$0.00	\$0.00

Quote Total: \$11,069.00

Discount: \$0.00

Total Due(Sales tax not included): \$11,069.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Notes:



Knapheide Truck Equipment
9001 NE Parvin Road
Kansas City MO 64161
Phone: 816-472-4444
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www.kansascity.knapheide.com

QUOTATION

Quote ID: TC00009658

Page 2 of 2

This Quote is subject to the following terms and conditions:

Credit Card Policy

We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.
- Knapheide Truck Equipment must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.

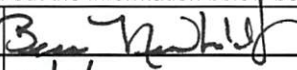
Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

Knapheide Truck Equipment Center is not responsible for loss of or damage to the vehicle due to or arising from fire, weather, theft or any other cause except the sole negligence of Knapheide Truck Equipment Center. Knapheide Truck Equipment Center is not responsible for any loss or damage to articles of personal property that have been left in the vehicle or for loss or damage to bodies, trailers or special equipment, including any cargo, materials or supplies carried on or in such bodies, trailers or special equipment, whatever the cause.

Customer must fill out the information below before the order can be processed...

Signature & Print Accepted by:	 BRUCE NEIDHART
Date:	12/7/2022 CITY OF LIBERTY
P.O. number:	Dealer Code:



Knapheide Truck Equipment
9001 NE Parvin Road
Kansas City MO 64161
Phone: 816-472-4444
Fax: 816-472-5147
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QUOTATION

Quote ID: TC00009657

Page 1 of 3

Customer: LIBERTY CITY OF
101 EAST KANSAS
LIBERTY MO 64068

Quote Number: TC00009657
Quote Date: 12/2/2022
Quote valid until: 1/1/2023

Contact: RANDY
Phone: 816-439-4545
Fax: 1-816-792-6046

By: Prepared tcummings
Salesperson: Shannon Blackburn
PO#:

Enduser:

Make: FORD	Model: F-550	Year: 2022	Single/Dual: DRW
Cab Type: REGULAR	Wheelbase: 145.0	Cab-to-Axle: 60.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	CRYS 2278316	CRYSTEEL 9' STAINLESS STEEL DUMP BODY 12" HIGH FIXED SIDES - 18" HIGH TAILGATE QUICK TAILGAE RELEASE HADNDLE 1/4 CAB SHIELD 10 GA STAINLESS STEEL CONSTRUCTION LED MARKER LIGHTS	\$46,910.00	\$46,910.00
1	CRYS 1622742	SUBFRAME HOIST	\$0.00	\$0.00
1	CRYS 1622874	CTN HOIST INSTL LB400/500/510	\$0.00	\$0.00
1	CRYS 1645629	ELEC PWR UNIT W/CAB CONTROL	\$0.00	\$0.00
1	CRYS 1645689	SIDE BOARDS	\$0.00	\$0.00
1	HILL 71989	STEL FILL NECK MOUNT	\$0.00	\$0.00
1	KNAP 40423900	BRACKET, DEF FILL-CURB SIDE	\$0.00	\$0.00
1	BUYE MFBH2375F	PLATE MNT (SPLASH GUARD)PR	\$0.00	\$0.00
1	BUYE 405BC	BRACKET ANTI-SAIL CHROME	\$0.00	\$0.00
1	MUDF 24X30WL	24X30 FLAP W/LOGO	\$0.00	\$0.00
1	BUYE 1809061A	PLATE HITCH FORD 2-1/2 RECEIVER	\$0.00	\$0.00
1	POLL 11-893	RV OEM-STYLE 7-WAY SOCKET BUL LK	\$0.00	\$0.00
1	MISC 9003-4	ADAPT EXT PGN PLTFM NOT RAM 1 PLUG/2 PLUG MIN 50	\$0.00	\$0.00
1	BUYE 1702603	TOOLBOX STAINLESS STEEL18X18X3 0 W/POL DR	\$0.00	\$0.00
1	BUYE 1701011B	BRACKET KIT TOOLBOX MOUNT 24in	\$0.00	\$0.00
1	CAMERA FLUSH MT	INSTALL FACTORY OEM BACK UP CAMERA	\$0.00	\$0.00
1	WS 99039-1	STRIKER 9' 4.5 YD ELECTRIC	\$0.00	\$0.00
1	WS 76668	VIBRATOR KIT - FLEET FLEX	\$0.00	\$0.00
1	WS 76669	VIBRATOR ADAPTER SER KIT	\$0.00	\$0.00



Knapheide Truck Equipment
 9001 NE Parvin Road
 Kansas City MO 64161
 Phone: 816-472-4444
 Fax: 816-472-5147
 www.kansascity.knapheide.com

QUOTATION

Quote ID: TC00009657

Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	WS 76410	PRE-WET SYSTEM	\$0.00	\$0.00
1	WS 76450	PRE-WET 50 GAL TANK KIT	\$0.00	\$0.00
1	BUYE 3036588	SS TAILGATE LATCH SECURING SPREADER IN DUMP BODY	\$0.00	\$0.00
1	FISH 90900	BLADE ASSY - 9' HD2	\$0.00	\$0.00
1	FISH 97200-3	BIG BOX KIT HD2	\$0.00	\$0.00
1	FISH 77102	MOUNT KIT F-350 2017	\$0.00	\$0.00
1	FISH 85100	HANDHELD CONTROL	\$0.00	\$0.00
1	FISH 52096	RUBBER DEFLECTOR	\$0.00	\$0.00
1	WS 72530	HALOGEN HEADLIGHTS-NIGHTHAWK	\$0.00	\$0.00
1	WS 29070-1	MODULE 3 PORT - DRL	\$0.00	\$0.00
1	WS 74973-1	16 PIN HALOGEN HARNESS	\$0.00	\$0.00
1	WS 49330	ONE GAL.HIGH PERFORMANCE FLUID 6 GALLONS PER CASE	\$0.00	\$0.00
1	UNIV ANTIFREEZE	DEX COOL ZEREX ZXEL2 10000010258	\$0.00	\$0.00
1	MISC SUPPLIES	SHOP SUPPLIES	\$0.00	\$0.00
4	LAB TELBR	INSTALLATION OF CUSTOMERS STROBE LIGHTS	\$0.00	\$0.00
1	MISC WIRE	WIRE	\$0.00	\$0.00

Quote Total: \$46,910.00

Discount: \$0.00

Total Due(Sales tax not included): \$46,910.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Notes:

This Quote is subject to the following terms and conditions:

Credit Card Policy

We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.
- Knapheide Truck Equipment must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies

Payment Policy



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QUOTATION

Quote ID: TC00009657

Page 3 of 3

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.

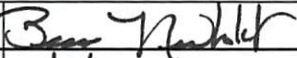
Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

Knapheide Truck Equipment Center is not responsible for loss of or damage to the vehicle due to or arising from fire, weather, theft or any other cause except the sole negligence of Knapheide Truck Equipment Center. Knapheide Truck Equipment Center is not responsible for any loss or damage to articles of personal property that have been left in the vehicle or for loss or damage to bodies, trailers or special equipment, including any cargo, materials or supplies carried on or in such bodies, trailers or special equipment, whatever the cause.

Customer must fill out the information below before the order can be processed...

Signature & Print Accepted by:	 BRUCE NIELD
Date:	12/7/2022 CNY OF LIBERTY
P.O. number:	Dealer Code:



Knapheide Truck Equipment
 9001 NE Parvin Road
 Kansas City MO 64161
 Phone: 816-472-4444
 Fax: 816-472-5147
 www.kansascity.knapheide.com

QUOTATION

Quote ID: TC00009650

Page 1 of 3

Customer: LIBERTY CITY OF
 101 EAST KANSAS
 LIBERTY MO 64068

Quote Number: TC00009650
Quote Date: 11/30/2022
Quote valid until: 12/30/2022

Contact: RANDY
Phone: 816-439-4545
Fax: 1-816-792-6046

Prepared tcummings
By:
Salesperson: Shannon Blackburn
PO#:

Enduser:

Make: FORD	Model: F-550	Year: 2022	Single/Dual: DRW
Cab Type: REGULAR	Wheelbase: 145.0	Cab-to-Axle: 60.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	CRYS 2278316	CRYSTEEL 9' STAINLESS STEEL DUMP BODY 12" HIGH FIXED SIDES - 18" HIGH TAILGATE QUICK TAILGAE RELEASE HADNDLE 1/4 CAB SHIELD 10 GA STAINLESS STEEL CONSTRUCTION LED MARKER LIGHTS	\$47,986.00	\$47,986.00
1	CRYS 1622742	SUBFRAME HOIST	\$0.00	\$0.00
1	CRYS 1622874	CTN HOIST INSTL LB400/500/510	\$0.00	\$0.00
1	CRYS 1645629	ELEC PWR UNIT W/CAB CONTROL	\$0.00	\$0.00
1	CRYS 1645689	SIDE BOARDS	\$0.00	\$0.00
1	HILL 71989	STEL FILL NECK MOUNT	\$0.00	\$0.00
1	KNAP 40423900	BRACKET, DEF FILL-CURB SIDE	\$0.00	\$0.00
1	BUYE MFBH2375F	PLATE MNT (SPLASH GUARD)PR	\$0.00	\$0.00
1	BUYE 405BC	BRACKET ANTI-SAIL CHROME	\$0.00	\$0.00
1	MUDF 24X30WL	24X30 FLAP W/LOGO	\$0.00	\$0.00
1	BUYE 1809061A	PLATE HITCH FORD 2-1/2 RECEIVER	\$0.00	\$0.00
1	POLL 11-893	RV OEM-STYLE 7-WAY SOCKET BUL LK	\$0.00	\$0.00
1	MISC 9003-4	ADAPT EXT PGN PLTFM NOT RAM 1 PLUG/2 PLUG MIN 50	\$0.00	\$0.00
1	BUYE 1702603	TOOLBOX STAINLESS STEEL18X18X3 0 W/POL DR	\$0.00	\$0.00
1	BUYE 1701011B	BRACKET KIT TOOLBOX MOUNT 24in	\$0.00	\$0.00
1	CAMERA FLUSH MT	INSTALL FACTORY OEM BACK UP CAMERA	\$0.00	\$0.00
1	WS 99039-1	STRIKER 9' 4.5 YD ELECTRIC	\$0.00	\$0.00
1	WS 76668	VIBRATOR KIT - FLEET FLEX	\$0.00	\$0.00
1	WS 76669	VIBRATOR ADAPTER SER KIT	\$0.00	\$0.00



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 www.kansascity.knapheide.com

QUOTATION

Quote ID: TC00009650

Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	WS 76410	PRE-WET SYSTEM	\$0.00	\$0.00
1	WS 76450	PRE-WET 50 GAL TANK KIT	\$0.00	\$0.00
1	BUYE 3036588	SS TAILGATE LATCH SECURING SPREADER IN DUMP BODY	\$0.00	\$0.00
1	FISH 44695-2	FISHER 9 1/2' EXTREME V SNOW PLOW INSTALLED	\$0.00	\$0.00
1	FISH 77102	MOUNT KIT F-350 2017	\$0.00	\$0.00
1	FISH 85000-3	EXTREME V BIG BOX	\$0.00	\$0.00
1	FISH 85100	HANDHELD CONTROL	\$0.00	\$0.00
1	WS 72530	HALOGEN HEADLIGHTS-NIGHTHAWK	\$0.00	\$0.00
1	WS 29070-1	MODULE 3 PORT - DRL	\$0.00	\$0.00
1	WS 74973-1	16 PIN HALOGEN HARNESS	\$0.00	\$0.00
1	FISH 44710	RUBBER SNOW DEFLECTOR	\$0.00	\$0.00
1	WS 49330	ONE GAL.HIGH PERFORMANCE FLUID 6 GALLONS PER CASE	\$0.00	\$0.00
1	UNIV ANTIFREEZE	DEX COOL ZEREX ZXEL2 10000010258	\$0.00	\$0.00
1	MISC SUPPLIES	SHOP SUPPLIES	\$0.00	\$0.00
4	LAB TELBR	INSTALLATION OF CUSTOMERS STROBE LIGHTS	\$0.00	\$0.00
1	MISC WIRE	WIRE	\$0.00	\$0.00

Quote Total: \$47,986.00

Discount: \$0.00

Total Due(Sales tax not included): \$47,986.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
1	EXTREME V SHOE KIT	\$268.00	\$268.00	Yes / No

Notes:

This Quote is subject to the following terms and conditions:

Credit Card Policy

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- Knapheide Truck Equipment must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.



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QUOTATION

Quote ID: TC00009650

Page 3 of 3

Payment Policy

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Return Policy

- All sales are final. Purchased parts or products are non returnable.

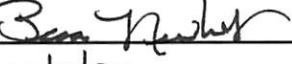
Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

Knapheide Truck Equipment Center is not responsible for loss of or damage to the vehicle due to or arising from fire, weather, theft or any other cause except the sole negligence of Knapheide Truck Equipment Center. Knapheide Truck Equipment Center is not responsible for any loss or damage to articles of personal property that have been left in the vehicle or for loss or damage to bodies, trailers or special equipment, including any cargo, materials or supplies carried on or in such bodies, trailers or special equipment, whatever the cause.

Customer must fill out the information below before the order can be processed...

Signature & Print Accepted by:	 BRUCE NEIDERHISER
Date:	12/7/22 CITY OF LIBERTY
P.O. number:	Dealer Code: