Agenda

City Council Regular Session

Monday, May 22, 2023 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. COUNCIL MEMBER ADAM TRAVIS

III. Roll Call

IV. Approve Minutes and Summaries

V. Citizens' Participation

A. EMERGENCY MEDICAL SERVICES WEEK PROCLAMATION

B. NATIONAL PUBLIC WORKS WEEK PROCLAMATION

C. NATIONAL GUN VIOLENCE AWARENESS DAY PROCLAMATION

VI. Meeting Schedule

VII. Consent Agenda

A. REGULAR SPLIT SESSION MINUTES OF APRIL 10, 2023

B. REGULAR SESSION MINUTES OF APRIL 24, 2023

C. BOARDS AND COMMISSIONS APPOINTMENT

1. CITIZENS SALES TAX OVERSIGHT COMMITTEE
   a. APPOINT ED CULLUMBER TO A TERM EXPIRING 5/15/2026

BOARDS AND COMMISSIONS REAPPOINTMENTS

1. CITIZENS SALES TAX OVERSIGHT COMMITTEE
   a. REAPPOINT ROBERT SAUNDERS TO A TERM EXPIRING 5/15/2026

2. LIBERTY ARTS COMMISSION
   a. REAPPOINT SHANE IMMELT TO A TERM EXPIRING 5/15/2026
   b. REAPPOINT NATHAN WYMAN TO A TERM EXPIRING 5/15/2026
   c. REAPPOINT BILL STILFIELD TO A TERM EXPIRING 5/15/2026
   d. REAPPOINT KATIE GREGORY TO A TERM EXPIRING 5/15/2026

3. LIBERTY COMMUNITY CHRISTMAS TREE
   a. REAPPOINT MARK MCAULIFFE TO A TERM EXPIRING 5/1/2026
   b. REAPPOINT CARA O'RILEY TO A TERM EXPIRING 5/1/2026

4. LIBERTY HOUSING AUTHORITY
   a. REAPPOINT JANET PETERS TO A TERM EXPIRING 7/1/2027
   b. REAPPOINT JACKIE KENNEDY TO A TERM EXPIRING 7/1/2027
   c. REAPPOINT ANNA MARIE MARTIN TO A TERM EXPIRING 7/1/2027

5. TOURISM COMMITTEE

a. REAPPOINT SHAWN GARLAND AS THE DOWNTOWN RETAIL DELEGATE TO A TERM EXPIRING 5/1/2026

b. REAPPOINT SHAWN BARBER AS THE RESTAURANT AT-LARGE DELEGATE TO A TERM EXPIRING 5/1/2026

D. MOTION TO APPROVE THE PURCHASE OF WHOLE EQUIPMENT AND REPAIR PARTS INCLUDING SOCCER GOALS, SPECTATOR BLEACHERS, AND PLAYER BENCHES FROM ANTHEM SPORTS, LLC IN AN AMOUNT NOT TO EXCEED $23,399.36

VIII. Public Hearings

A. ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE LIBERTY HEARTLAND LOGISTICS CENTER (PHASE D)

B. RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW AN ATTACHED SINGLE FAMILY IN THE RNC DISTRICT AT THE NW CORNER OF SUDDARTH STREET AND RICHFIELD ROAD IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 23-14SUP)

IX. Ordinances, Contracts and Resolutions

A. ACKNOWLEDGEMENT OF VENDOR PAYMENTS FOR THE PERIOD OF APRIL 28, 2023 TO MAY 12, 2023

B. RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR A 27,500 SQ. FT. EXPANSION AT THE FORD MOTOR STAMPING PLANT AT 2401 PLUMMER ROAD, IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 23-16FDP)

C. RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR A 91,500 SQ. FT. BUILDING ON LOT 3 OF LIBERTY PARKWAY PLAZA, SOUTH OF SOUTH LIBERTY PARKWAY BETWEEN US 69 AND FLINTLOCK ROAD, IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 23-17FDP)

D. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH FRY AND ASSOCIATES, INC. FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND SAFETY SURFACE AT CLAY RIDGE PARK PLAYGROUND IN AN AMOUNT NOT TO EXCEED $76,704.60

E. ORDINANCE AMENDING ORDINANCE NO. 11748, APPROVING A FIVE-YEAR AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING WITH CRAWFORD, MURPHY & TILLY, INC. (CMT) BY AUTHORIZING TASK ORDER NO. 1

F. RESOLUTION AUTHORIZING THE FILING OF TWO GRANT APPLICATIONS WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE REIMBURSEMENT OF COST FOR USE OF RECYCLED MATERIALS FOR THE PLAYGROUND SAFETY SURFACE IN THE 4-PLEX AT THE CAPITOL FEDERAL SPORTS COMPLEX AND FOR SIX BENCHES TO BE PLACED IN

LIBERTY PARKS

G. RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC BEVERAGES SERVICE APPLICATION TO DEBBIE REAMES FOR THE "LIBERTY HIGH SCHOOL CLASS OF 1973 CLASS REUNION", A SMALL/PRIVATE EVENT TO BE HELD ON OCTOBER 7, 2023

H. ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY USE AGREEMENT WITH GOOGLE FIBER MISSOURI, LLC

I. ORDINANCE APPROVING A CONTRACT WITH VEENSTRA & KIMM, INC. FOR THE 2023 MODOT REGIONAL BRIDGE GRANT PROGRAM APPLICATION FOR CITY OF LIBERTY PROJECT PW-23-012

J. 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

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

Proclamation

City of Liberty, Missouri

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, training members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, the Mayor and City Council wish to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, I, Greg Canuteson, Mayor of the City of Liberty, Clay County, Missouri, proclaim the week of May 21-27, 2023 as

EMERGENCY MEDICAL SERVICES WEEK

in the City of Liberty, Missouri, and with the theme, *EMS Strong: Stronger Together*, I call upon all citizens to observe this week in honor of the men and women whose diligence and professionalism provide lifesaving services to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the official seal of the City of Liberty, Clay County, Missouri
this 22nd day of May, 2023.

_____
Greg Canuteson, Mayor

Proclamation

City of Liberty, Missouri

WHEREAS, public works services provided in our community are an integral part of our citizens' lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform;

NOW, THEREFORE, I, Greg Canuteson, Mayor of the City of Liberty, Clay County Missouri, do hereby proclaim the week of May 21-27, 2023, as

NATIONAL PUBLIC WORKS WEEK

in the City of Liberty, Missouri, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works' personnel make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the official seal of the City of Liberty, Clay County, Missouri
this 22nd day of May, 2023.

_____
Greg Canuteson, Mayor

Proclamation

City of Liberty, Missouri

WHEREAS, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 17,000 gun homicides every year; and

WHEREAS, Americans are more likely to die by violence involving guns than people in other high-income countries, according to the Preventative Medicine journal; and

WHEREAS, the State of Missouri has 1,351 gun deaths every year, with a rate of 22.3 deaths per 100,000 people, a crisis that costs the state $2,875 per resident each year, of which $455.3 million is paid by taxpayers. Missouri has the 7th highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm-related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including in Liberty, Missouri are working to end the senseless violence with evidence-based solutions; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 2, 2023 to recognize the 26th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to –

(1) Hadiya Pendleton and other victims of gun violence; and
(2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 2nd, the first Friday in June in 2023, to help raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce violence involving guns and pledge to do all we can to encourage responsible gun ownership, to prosecute those using guns illegally, to keep firearms out of the wrong hands and to help keep all persons safe, especially children;

NOW, THEREFORE, I, Kelley Wrenn Pozel, Council Member Ward Two of the City of Liberty, Clay County, Missouri, do hereby proclaim June 2, 2023 as:

National Gun Violence Awareness Day

in the City of Liberty, and encourage all citizens to Wear Orange symbolizing support for efforts to prevent the tragic effects of violence involving guns and to honor and value human lives.

_____

Kelley Wrenn Pozel, Council Member Ward Two

Not Approved Until
May 22, 2023

City Council Meeting

Regular Split Session Minutes
April 10, 2023

I. 1ST SESSION

II. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on April 10, 2023 with Mayor Lyndell Brenton presiding. Mayor Brenton called the meeting to order at 7:00 p.m.

III. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Lyndell Brenton, who then led the pledge of allegiance.

IV. ROLL CALL

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

Council Members Absent: None

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Shawnna Funderburk, Chief Strategic Operations Officer
Vicki McClure, Finance Director
Andy Noll, Utilities Director
Amy Blake, Human Resources Director
Tara Schmitter, Assistant Human Resources Director
BJ Staab, Parks and Recreation Director
Jim Martin, Police Chief
John Mills, Fire Chief
Brandon Smith, Economic & Business Dev. Manager
Katherine Sharp, Planning and Development Director
Wade Thomas, Technology and Logistics Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk
Janet Pittman, Licensing Department

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

V. APPROVE MINUTES AND SUMMARIES

A. REGULAR SESSION MINUTES OF FEBRUARY 13, 2023

Council Member Hagan moved to approve the minutes as distributed. Council Member Graham seconded the motion, which carried 7-0-1. Council Member Jenness abstained due to absence.

B. STUDY SESSION SUMMARY OF MARCH 6, 2023

Council Member Phillips moved to approve the summary as distributed. Council Member Graham seconded the motion, which carried 7-0-1. Council Member Pozel abstained due to absence.

C. SPECIAL SESSION MINUTES OF MARCH 6, 2023

Council Member Graham moved to approve the minutes as distributed. Council Member Jenness seconded the motion, which carried 7-0-1. Council Member Pozel abstained due to absence.

D. EXECUTIVE SESSION MINUTES OF MARCH 6, 2023

Council Member Hagan moved to approve the minutes as distributed. Council Member Graham seconded the motion, which carried 7-0-1. Council Member Pozel abstained due to absence.

VI. PROCLAMATIONS

A. NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK PROCLAMATION

Mayor Brenton read the Proclamation and presented it to Communications Supervisor Jerry Clark, Training Officer Chondra Bethards and Trainee's Cynthia Sitton and Barbra Holtz.

B. NATIONAL ANIMAL CONTROL OFFICER APPRECIATION WEEK PROCLAMATION

Mayor Brenton read the Proclamation and presented it to Animal Control Supervisor Samantha Lehman.

VII. MEETING SCHEDULE

VIII. CONSENT AGENDA

A. STUDY SESSION SUMMARY OF FEBRUARY 21, 2023

Council Member moved Hagan to approve the summary as distributed. Council Member Gentrup seconded the motion, which carried unanimously.

B. REGULAR SESSION MINUTES OF FEBRUARY 27, 2023

Council Member Hagan moved to approve the minutes as distributed. Council Member Gentrup seconded the motion, which carried unanimously.

C. SPECIAL SESSION MINUTES OF MARCH 13, 2023

Council Member Hagan moved to approve the minutes as distributed. Council Member Gentrup seconded the motion, which carried unanimously.

D. EXECUTIVE SESSION MINUTES OF MARCH 13, 2023

Council Member Hagan moved to approve the minutes as distributed. Council Member Gentrup seconded the motion, which carried unanimously.

E. REGULAR SESSION MINUTES OF MARCH 13, 2023

Council Member Hagan moved to approve the minutes as distributed. Council Member Gentrup seconded the motion, which carried unanimously.

F. REGULAR SESSION MINUTES OF MARCH 27, 2023

Council Member Hagan moved to approve the minutes as distributed. Council Member Gentrup seconded the motion, which carried unanimously.

G. BOARDS AND COMMISSIONS APPOINTMENTS

1. <u>Board of Zoning Adjustments</u>
   a. Appoint Rae McClelland as an Alternate to a term expiring 4/1/2027

2. <u>Board of Appeals</u>
   a. Appoint Rae McClelland to a term expiring 12/30/2027

3. <u>Citizens Sales Tax Oversight Committee</u>
   a. Appoint Matthew Smith to a term expiring 5/15/2026

4. <u>Economic Development Tax Board</u>
   a. Appoint Ron Mullennix to a term expiring 4/1/2025

5. Enhanced Enterprise Zone Board
   a. Appoint Wes Blanton to a term expiring 8/1/2024
   b. Appoint Ron Mullennix to a term expiring 8/1/2028

6. Liberty Municipal Redevelopment Corporation Board
   a. Appoint Michele Bouchard to a term with no expiration

7. Liberty Preservation and Development
   a. Appoint Meredith Klamm to a term expiring 9/1/2025
   b. Appoint Heather Jones to a term expiring 9/1/2026

8. Public Safety Sales Tax Committee
   a. Appoint Jim Murray to a term expiring 8/31/2026

9. Tourism Committee
   a. Appoint Bobbie Ford as the Attraction Representative to a term expiring 5/1/2025

Council Member Hagan moved to approve the appointments. Council Member Gentrup seconded the motion, which carried unanimously.

IX. PUBLIC HEARINGS

X. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. RESOLUTION OF APPRECIATION - LYNDELL BRENTON

Mayor Pro Tem Pozel took over as Chair of the meeting who then read the Resolution and presented to Mayor Brenton.

Mayor Brenton resumed as chair of the meeting.

B. RESOLUTION OF APPRECIATION - PAUL JENNESS

Mayor Brenton read the Resolution and presented it to Council Member Jenness.

C. RESOLUTION OF APPRECIATION - GREG DUNCAN

Mayor Brenton read the Resolution and presented it to Council Member Duncan.

D. ACKNOWLEDGMENT OF VENDOR PAYMENTS FOR THE PERIOD OF MARCH 17, 2023 TO MARCH 31, 2023

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

Document No. 9590 was read.

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

Roll Call
Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11755.

Mayor Brenton resumed as chair of the meeting.

E. ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING 24.69 ACRES NORTH OF GARRISON ROAD BETWEEN HUGHES AND SOUTH WITHERS, SOUTH OF SOUTH LIBERTY PARKWAY TO M-1 “LIGHT INDUSTRIAL” DISTRICT FOR 781 LOGISTICS (P&Z CASE 23-07R&PDP) **(2ND READING)**

This is an application to rezone 24.69 acres to M-1 “Light Industrial” from R-1A “Suburban Residential” to allow the use of the property for the construction of a 264,100 square foot industrial/warehouse building. The proposed 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.*

The applicant is requesting a variance from the Unified Development Ordinance Section 30-98 to remove a portion of the stream and riparian buffer to allow construction of the building on the site.

Document No. 9579 was read.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11756.

F. RESOLUTION APPROVING A PRELIMINARY PLAT FOR 781 LOGISTICS, 1 LOT ON 24.69 ACRES NORTH OF GARRISON ROAD BETWEEN HUGHES AND SOUTH WITHERS, SOUTH OF SOUTH LIBERTY PARKWAY, A SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 23-08PP) **(POSTPONED FROM MARCH 27TH)**

A preliminary plat is required for the general subdivision of land to ensure the layout of a proposed subdivision conforms to the comprehensive plan and the UDO. Staff's analysis of a preliminary plat application is guided by Section 30-28.10 and this application does conform to that section.

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

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup
No: None
Abstain: None
Inscribed in Resolution No. 3318.

XI. OTHER BUSINESS

A. MOTION TO CERTIFY MUNICIPAL ELECTION RESULTS OF APRIL 4, 2023

The Election Board has provided the results of the April 4, 2023 election as shown on the attached document. The elected officials are:

	Votes
Greg Canuteson, Mayor	3,201
Shelton Ponder, Council Member Ward I	563
Adam Travis, Council Member Ward II	790
Kevin Graham, Council Member Ward III	831
Michael Hagan, Council Member Ward IV	424
David Fulk, City Clerk	3,096

	Votes
Harvey Seely, Constable	3,120
Terry Mills, Auditor	3,005
Claire Hansel, Treasurer	2,936

Question on the Ballot:

Shall the City of Liberty, Missouri impose an additional sales tax at a rate of 3% on all retail sales of adult use marijuana sold within the City for public safety?

	Votes
Yes	3,215
No	896

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Jenness, Pozel, Hagan, Graham, Watt, Duncan and Gentrup
No: None
Abstain: None

B. OATH ADMINISTERED TO ELECTED OFFICIALS

GREG CANUTESON, MAYOR
SHELTON PONDER, COUNCIL MEMBER, WARD ONE
ADAM TRAVIS, COUNCIL MEMBER, WARD TWO
KEVIN GRAHAM, COUNCIL MEMBER, WARD THREE
MICHAEL HAGAN, COUNCIL MEMBER, WARD FOUR
DAVID FULK, CITY CLERK
HARVEY SEELY, CONSTABLE
TERRY MILLS, CITY AUDITOR
CLAIRE HANSEL, CITY TREASURER

Deputy City Clerk Sarah Ranes administered the official Oath of Offices.

XII. ADJOURNMENT OF 1ST SESSION

The meeting adjourned at 8:24 p.m.

_____
Mayor

Attest:

_____
Deputy City Clerk

XIII. CALL TO ORDER - 2ND SESSION

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on April 10, 2023 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 8:30 p.m.

XIV. ROLL CALL

Council Members Present: Harold Phillips and Shelton Ponder, Ward I
Kelley Wrenn Pozel and Adam Travis, Ward II
Kevin Graham and Jeff Watt, Ward III
Michael Hagan and Gene Gentrup, Ward IV

Council Members Absent: None

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Shawnna Funderburk, Chief Strategic Operations Officer
Vicki McClure, Finance Director
Andy Noll, Utilities Director
Amy Blake, Human Resources Director
Tara Schmitter, Human Resources Payroll Manager
BJ Staab, Parks and Recreation Director
Jim Martin, Police Chief
John Mills, Fire Chief
Brandon Smith, Economic & Business Dev. Manager
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk
Janet Pittman, Licensing Division

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

XV. PUBLIC HEARINGS

XVI. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. AN ORDINANCE AMENDING ORDINANCE NO. 11633, APPROVING A CONTRACT WITH THE MID-AMERICA REGIONAL COUNCIL PERTAINING TO SENIOR SERVICES, BY APPROVING AMENDMENT #1, INCREASING THE SET MAXIMUM REIMBURSEMENT RATES FROM A PERIOD OF FEBRUARY 28, 2023 THROUGH JUNE 30, 2023

Annually, the City of Liberty is awarded operating contracts by the Mid-America Regional Council (MARC) to support senior center administration, site person transportation, home delivered meal delivery, home delivered meals

administration of a volunteer system, evidence-based DPHP programs, and home delivered meal reassessments. All contracts are for the state fiscal year July 1 through June 30. These are dollar amounts reimbursed (paid) to the City of Liberty from MARC for providing these services. All MARC funding is based on usage and capped at the grant funded amounts.

The original contract with MARC, effective July 1, 2022. This Amendment #1, effective February 28, 2023, increases the maximum amount to be paid for delivery of home-delivered meals from $5,500 to $20,840 in a period of February 28, 2023 through June 30, 2023.

This Amendment #1, effective February 28, 2023, increases the maximum amount to be paid for home-delivered meals administration of a volunteer system from $25,000 to $50,680 in a period of February 28, 2023 through June 30, 2023.

Document No. 9591 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Hagan, Graham, Watt, Travis and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11757.

B. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR THE SOROPTIMIST INTERNATIONAL OF LIBERTY FOR AN EVENT AT ST. JAMES CATHOLIC CHURCH ON MAY 6, 2023

In 2003, the City Code was amended, adding a temporary liquor license for events of short duration (7 days or less). Patterned after the State's license, this temporary liquor license allows any church, school, civic, service, fraternal, veteran, political or charitable club or organization to sell or serve alcohol, upon approval of the license by City Council.

The Soroptimist International of Liberty have applied for a temporary liquor license to serve alcohol at an event located at St. James Catholic Church. Because the public will have access to the event, State statute and City

ordinance require a license. The license covers the event on May 6, 2023. The necessary certificate of liability insurance and authorization letter has been provided by the applicant.

The City Code requires all paid employees of a business with a liquor license to obtain liquor dispensing permits. Unpaid staff are exempt from this requirement. It is the responsibility of the applicant to ensure that all individuals working with alcohol and consuming alcohol at the event meet age and other requirements.

Council approval and a State license must be in place before the City will issue its temporary liquor license.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Hagan, Graham, Watt, Travis and Gentrup
No: None
Abstain: None
Inscribed in Resolution No. 3319.

C. RESOLUTION AMENDING THE COMPOSITION OF THE BUDGET COMMITTEE

Resolution No. 2412, approved May 18, 2009, established the Council Budget Review Committee for the purpose of ensuring ongoing Council review of City Budgets. The role and responsibility of the Committee is to review periodic staff budgetary analysis and any potential fiscal action plans. It is empowered by Council to provide policy guidance to staff on said analysis and plans and report the same to the full City Council.

The Committee shall consist of two Council Members and the Mayor, or the Mayor's designee; and, said members shall be appointed annually by the Mayor, and whose Committee terms shall run for one year commencing on May 1, and have Committee voting rights.

The Committee meetings shall be open to all non-Committee Council Members and that said Council Members may participate in Committee discussions in order to provide additional input and dialogue, but that non-Committee members will not have the capacity to direct staff on additional analysis unless so authorized by the Council Budget Review Committee.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Hagan, Graham, Watt, Travis and Gentrup
No: None
Abstain: None
Inscribed in Resolution No. 3320.

D. A RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC BEVERAGES SERVICE APPLICATION TO ANDREW GREEN FOR THE "RICK GREEN MEMORIAL RECEPTION", A SMALL/PRIVATE EVENT TO BE HELD ON APRIL 15, 2023

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."

Andrew Green is hosting the "Rick Green Memorial Reception", a small/private event to be held on April 15, 2023 from 1:00 p.m. to 5:30 p.m. The applicant has completed an 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 March 7, 2023 notifying them of the application and 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).

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Hagan, Graham, Watt, Travis and Gentrup
No: None
Abstain: None
Inscribed in Resolution No. 3321.

XVII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XVIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIX. ADJOURNMENT OF 2ND SESSION

The meeting adjourned at 8:46 p.m.

_____
Mayor

Attest:

_____
Deputy City Clerk

Not Approved Until
May 22, 2023

City Council Meeting

Regular Session Minutes
April 24, 2023

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on April 24, 2023 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Kevin Graham, who then led the pledge of allegiance.

III. ROLL CALL

Council Members Present:	Harold Phillips and Shelton Ponder, Ward I Kelley Wrenn Pozel and Adam Travis, Ward II Kevin Graham and Jeff Watt, Ward III Gene Gentrup, Ward IV
Council Members Absent:	Michael Hagan, Ward IV
Staff Present:	Curt Wenson, City Administrator Sara Cooke, Assistant City Administrator Shawnna Funderburk, Chief Strategic Operations Officer Vicki McClure, Finance Director Andy Noll, Utilities Director BJ Staab, Parks and Recreation Director Jim Martin, Police Chief John Mills, Fire Chief Katherine Sharp, Planning and Development Director Sherri McIntyre, Public Works Director Sarah Ranes, Deputy City Clerk
Public Present:	Kellie Houx, Courier Tribune 17 members of the public

IV. APPROVE MINUTES AND SUMMARIES

V. CITIZENS' PARTICIPATION

Judy Minor – 483 E. Kansas Street, was inquiring as to why the ADA ramp was removed from E. Kansas Street. She has lived here for over 40 years and this community needs a ramp.

Jennifer McCubbin – 14 S. Jewell Street, was inquiring as to why the ADA ramp was removed from E. Kansas Street. She has conferred with some attorney's that she works for. She stated there are legal precedents showing that replacing an existing ramp with a seven-inch curb rather than an ADA compliant ramp, is a blatant violation of the ADA Act.

Lee Minor – 483 E. Kansas Street, was inquiring as to why the ADA ramp was removed from E. Kansas Street. He lives in a wonderful neighborhood with others who enjoy connectivity. Please return the ramp.

Gieselle Fest – 1407 Lynette Street, please stop the lawsuit on Block 174.

Dwayne Holtzclaw – 113 Kevin Street, he congratulated the new council members. He stated to council to please stop the revestment lawsuit on Block 174.

David Langston – 1920 Carter Court, he congratulated the new council members. He stated to council to please stop the lawsuit on Block 174.

Marlene Porter – 204 E. Franklin Street, stated to please withdraw the lawsuit on Block 174.

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

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. Secondarily, staff would have a rebuilt gearbox ready for service in the event of equipment failure.

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

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None

B. MOTION TO APPROVE PAYMENT TO HDLI FOR REIMBURSEMENT OF EXPENSES FOR INSTALLING PHASE II OF THE EVERLIGHTS SYSTEM

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 color changing 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.

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

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None

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

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.”

The applicant has completed an 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).

Action: Council Member Graham moved to approve the resolution. Council Member Phillips seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Inscribed in Resolution No. 3322.

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)

Applicant is requesting approval of a Special Use Permit for the construction of an approximately 11,000 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. This is internal to the existing storage facility which was built in the 1990's.

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

Ron Cowger, AGC Engineers, Inc., 405 S. Leonard Street, the applicant, was available for questions.

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

Action: Council Member Phillips moved to approve the resolution. Council Member Pozel seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Inscribed in Resolution No. 3323.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ACKNOWLEDGEMENT OF VENDOR PAYMENTS FOR THE PERIOD OF MARCH 31, 2023 TO APRIL 14, 2023

Document No. 9592 was read.

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

Roll Call
Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11758.

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)

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.

Action: Council Member Phillips moved to approve the resolution. Council Member Pozel seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Inscribed in Resolution No. 3324.

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)

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.

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 and this application meets the standards of review.

Document No. 9593 was read.

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

Vote: Motion passed unanimously.

Action: Council Member Travis moved to approve the ordinance. Council Member Phillips seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11759.

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

In 2014, the Water Treatment Plant started an annual cleaning program to keep the wells operating at their greatest capacity. Staff alternates 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 performs a third cleaning using a bleach solution.

The result 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.

Document No. 9594 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11760.

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

The current 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.

Document No. 9595 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11761.

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

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(s) 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.

Document No. 9596 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11762.

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

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 America 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. Document No. 9597 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11763.

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

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.

Document No. 9598 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11764.

I. RESOLUTION RETIRING THE COMPOSITION OF THE CEMETERY ADVISORY COMMITTEE

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.

Action: Council Member Phillips moved to approve the resolution. Council Member Ponder seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None

Inscribed in Resolution No. 3325.

J. RESOLUTION APPROVING & AUTHORIZING EXECUTION OF NATIONAL OPIOID SETTLEMENT AGREEMENTS WITH THE STATE OF MISSOURI RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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) 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.

Action: Council Member Phillips moved to approve the resolution. Council Member Ponder seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Inscribed in Resolution No. 3326.

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

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.

Document No. 9600 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11766.

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

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 Knapheide 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. Knapheide Equipment is also part of the Source-Well Government Bid Program.

Document No. 9601 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11767.

X. OTHER BUSINESS

MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XI. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 7:34 p.m.

_____
Mayor

Attest:

_____
Deputy City Clerk

The City of Liberty missouri

To: City Council Members
From: Greg Canuteson, Mayor
Subject: Boards and Commissions Appointments
Date: May 22, 2023

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

1. Citizens Sales Tax Oversight Committee

    a. Appoint Ed Cullumber to a term expiring 5/15/2026

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

1. Citizens Sales Tax Oversight Committee

    a. Reappoint Robert Saunders to a term expiring 5/15/2026

2. Liberty Arts Commission

    a. Reappoint Shane Immelt to a term expiring 5/15/2026
    b. Reappoint Nathan Wyman to a term expiring 5/15/2026
    c. Reappoint Bill Stilfield to a term expiring 5/15/2026
    d. Reappoint Katie Gregory to a term expiring 5/15/2026

3. Liberty Community Christmas Tree

    a. Reappoint Mark McAuliffe to a term expiring 5/1/2026
    b. Reappoint Cara O'Riley to a term expiring 5/1/2026

4. Liberty Housing Authority

    a. Reappoint Janet Peters to a term expiring 7/1/2027
    b. Reappoint Jackie Kennedy to a term expiring 7/1/2027
    c. Reappoint Anna Marie Martin to a term expiring 7/1/2027

5. Tourism Committee

    a. Reappoint Shawn Garland as the Downtown Retail Delegate to a term expiring 5/1/2026
    b. Reappoint Shawn Barber as the Restaurant At-Large Delegate to a term expiring 5/1/2026

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: May 22, 2023
A/R No.: 2023-546

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant Director Parks

Subject: MOTION TO APPROVE THE PURCHASE OF WHOLE EQUIPMENT AND REPAIR PARTS INCLUDING SOCCER GOALS, SPECTATOR BLEACHERS, AND PLAYER BENCHES FROM ANTHEM SPORTS, LLC IN AN AMOUNT NOT TO EXCEED $23,399.36

Summary:

- Capitol Federal® Sports Complex hosts a wide variety of youth and adult sports leagues and tournaments throughout the year. With sporting events held from February through November, the volume of participants and spectators is easily estimated at 250,000 annually.
- In the spring of 2022, a severe weather event damaged a number of soccer goals, player benches, spectator bleachers and other equipment throughout the complex.
- The General Fund is budgeted to replace the damaged items as the City's total claim did not reach the deductible for insurance purposes.
- Staff recommends approval of the cost of $23,399.36 for new whole equipment replacement and repair parts from the original supplier, Anthem Sports, LLC.

Background:

Capitol Federal Sports Complex opened in June 2002, and offers various sporting events on the 146-acre site. In addition to the 9-turfed baseball/softball fields, the complex also includes six grass, regulation-sized soccer fields. This facility is the host site of a wide variety of year-round sporting events for both youth and adults, averaging 2,500 players and families each week.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

x **Budgeted:**	Line Item: 10.95.140.36.7201 Line Item:	Amount: $23,399.36 Amount:

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

Attachments:

1. Est_72927_from_Anthem_Sports_LLC_24600

Quote

Anthem Sports, LLC
2 Extrusion Dr.
Pawcatuck CT 06379

Phone	Fax
800-688-6709	860-599-8448
www.anthem-sports.com	

Date	Quote #
4/10/23	72927

Quote for:
City of Liberty 2200 Old State Hwy 210 Liberty, MO 64068 US

Ship To
Fountain Bluff Sports Complex Brittany Johnston 2200 Old State Hwy 210 Liberty, MO 64068 US 816-439-4389

P.O. No.	Terms	Qt. CSR
	Net 30	JS

Anthem Part #	Description	Qty	U/M	Price	Total
A11-221	Jaypro Classic Club Soccer Goals, 7' x 21'	2	pr	2,899.95	5,799.90
A11-212	Jaypro Classic Club Soccer Goals, 6.5' x 12'	2	pr	2,299.95	4,599.90
A11-224	Jaypro Classic Club Soccer Goals, 8' x 24'	2	pr	3,249.95	6,499.90
A07-333	4 Row, Low Rise Bleacher, 21'	1	ea	3,059.95	3,059.95
A07-201	21' Portable Player Bench w/Backrest	1	ea	1,099.95	1,099.95
1	Shipping & Handling			2,339.76	2,339.76
	Sales Tax			0.00	0.00

Total	$23,399.36

Quote is valid for 30 days unless otherwise specified.
Our manufactures are increasing prices regularly.

Due to supply chain delays estimated lead times
are also subject to change.

Return Policy: You may return any new or unused items in original packaging for a refund within 30 days.
Email info@anthem-sports.com or visit www.anthem-sports.com/EasyReturns for details and exclusions.

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: May 22, 2023
A/R No.: 2023-556

Department: Administration

Submitted By: Brandon Smith, Economic & Business Development Manager

Subject: ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE LIBERTY HEARTLAND LOGISTICS CENTER (PHASE D)

Summary:

The project consists of acquiring, constructing and improving an industrial development of approximately 676,000 square feet, consisting of one or more Class A Industrial Buildings (the "Project Improvements"). The Project Improvements may be developed in phases, with one phase for each industrial building. The Project Improvements will generally be located southwest of the intersection of West Heartland Drive and Shepherd Road in the City of Liberty, Missouri on a site that includes approximately 66 acres of land. The Developer is currently engaged in negotiations with a manufacturing company (The Built to Suit End User) and plans to build approximately 120,000 square feet of the Project Improvements to its specifications if an agreement can be reached (The Built to Suit Square Footage). The developer intends to construct the remaining square footage (approximately 556,000 square feet) on a speculative basis and as warranted by market demand (The Speculative Square Footage). The total cost of the acquisition of the project site and the completion of the project improvements is estimated to be $100,100,000.00. The Built to Suit Square Footage is estimated to cost up to twenty-five percent of that total with the remaining being allocable to the Speculative Square Footage.

Background:

If the Build to Suit tenant commits to Liberty, Missouri, the square footage for said tenant will be abated at one hundred percent for ten years. If said tenant does not commit to Liberty, Missouri, the whole building will default for ten years on ninety percent of the other approved projects on this site.

Previous Action (if applicable):

The previous projects were approved on August 22, 2022, which included Buildings B and C. Building A (Hallmark) was approved on June 28, 2021.

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ord - Heartland Logistics Center Phase D
2. Chapter 100 Plan for Heartland Logistics Center Phase D

Document No._____

ORDINANCE NO._____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE LIBERTY HEARTLAND LOGISTICS CENTER (PHASE D).

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

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

WHEREAS, the City has received a proposal for a development consisting of acquiring, constructing and improving an industrial development of approximately 676,000 square feet, consisting of one or more class A industrial buildings (the "Project Improvements") to be located on certain real property situated southwest of the intersection of W. Heartland Drive and Shepherd Road in the City of Liberty, Missouri on a site that contains approximately 66 acres of land (the "Project Site," and together with the Project Improvements, the "Project"); and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for an industrial development project (the "Plan"), gave notice of the Plan by delivery to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on May 22, 2023; and

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

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City approve the Plan;

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

SECTION I

Promotion of Economic Development. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City and will be in furtherance of the public purposes set forth in the Act.

SECTION II

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

SECTION III

Further Authority. The Mayor, City Administrator, Assistant City Administrator, Deputy City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION IV

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

PASSED by the City Council of the City of Liberty, Missouri, this ____day of _____, 2023.

_____
MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

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

_____
MAYOR

ORDINANCE NO.

EXHIBIT A
TO ORDINANCE NO.

PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

NOTICE TO TAXING JURISDICTIONS ON ATTACHED LIST

Re: Notice of Public Hearing – Industrial Development Project

On behalf of the City of Liberty, Missouri (the "City"), please find enclosed a copy of a proposed plan for an industrial development project (the "Plan"), which also contains a Cost Benefit Analysis on the affected taxing jurisdictions.

The City anticipates considering an Ordinance to approve the Plan following a public hearing on the Plan at a meeting on May 22, 2023 at 7:00 P.M. at City Hall located at 101 East Kansas, Liberty, Missouri.

The City invites all affected taxing districts to attend the meeting and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the meeting. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and Cost Benefit Analysis for the proposed project is enclosed and also will be on file in the office of the Deputy City Clerk and will be available for public inspection during normal business hours.

Any questions should be directed to Brandon Smith, Economic & Business Development Manager for the City at bsmith@libertymo.gov.

Dated: April 28, 2023

CITY OF LIBERTY, MISSOURI
101 E. Kansas
Liberty, Missouri 64068

MAILING LIST

Mayor City Hall 101 East Kansas Liberty MO 64068	Director Clay County Health Center 800 Haines Drive Liberty MO 64068
Deputy City Clerk City Hall 101 East Kansas Liberty, MO 64068	Superintendent Liberty Public Schools 8 Victory Lane Liberty MO 64068
Administrator New Liberty Hospital District 2525 Glen Hendren Liberty MO 64068	Director Mid-Continent Public Library 15616 East Highway 24 Independence MO 64050
Executive Director Clay County Senior Services Levy 4444 North Bellview - #108 Gladstone MO 64116	Chair Clay, Platte, Ray Mental Health Board of Trustees 3100 NE 83rd Street – Suite 2700 Kansas City, MO 64119
Presiding Commissioner Clay County, Missouri One Courthouse Square Liberty MO 64068	Director Development Disabilities Resource Board 920 Kent Street, Suite B Liberty MO 64068
County Administrator Clay County, Missouri 1 Courthouse Square Liberty MO 64068	County Collector Clay County Courthouse 1 Courthouse Square Liberty, MO 64068
Clay County Assessor Clay County Courthouse 1 Courthouse Square Liberty, MO 64068	Missouri Department of Revenue County Tax Section State Blind Pension Fund Harry S. Truman State Office Building Post Office Box 453 301 West High Street Jefferson City MO 65101
Missouri Department of Revenue Tax Administration Bureau Harry S Truman State Office Building 301 West High Street Jefferson City MO 65101	The Kansas City Zoological District Chair of the Board of Directors 6800 Zoo Drive Kansas City, MO 64132
Chancellor The Junior College District of Metropolitan Kansas City, Missouri 3200 Broadway Blvd. Kansas City, MO 64111	

BEFORE THE

CITY COUNCIL

OF

CITY OF LIBERTY, MISSOURI

PLAN FOR

AN INDUSTRIAL DEVELOPMENT PROJECT

FOR THE

LIBERTY HEARTLAND LOGISTICS CENTER

(Phase D)

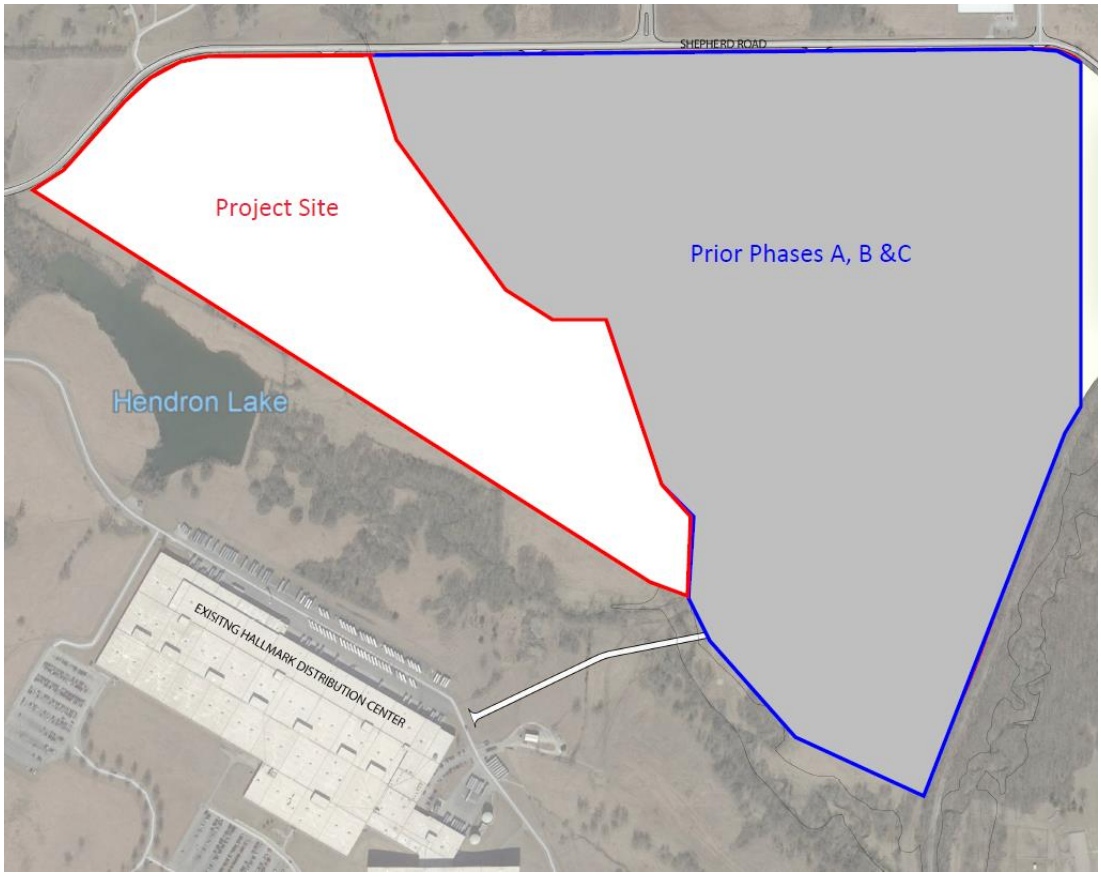
April 28, 2023

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE LIBERTY HEARTLAND LOGISTICS CENTER (PHASE D)

TO: CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI

Opus Development Company, L.L.C., a Delaware limited liability company (the "**Developer**") has proposed this plan for an industrial development project as described herein to the City of Liberty, Missouri (the "**City**"), for approval, to be carried out pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Missouri Revised Statutes, as amended, and in support of said application submits the following:

1. **Description of the Project**. The Project consists of acquiring, constructing and improving an industrial development of approximately 676,000 square feet, consisting of one or more class A industrial buildings (the **"Project Improvements"**). The Project Improvements may be developed in phases, with one phase for each industrial building. The Project Improvements will be generally located southwest of the intersection of W. Heartland Drive and Shepherd Road in the City of Liberty, Missouri on a site that contains approximately 66 acres of land (the **"Project Site**,**"** and together with the Project Improvements, the **"Project"**). See below for the approximate boundaries of the Project Site (outlined in red).



The Developer is currently engaged in negotiations with a manufacturing company (the **"Built to Suit End User"**) and plans to build approximately 120,000 square feet of the Project Improvements to its specifications if an agreement can be reached (the **"Built to Suit Square Footage"**). The Developer intends to construct the remaining square footage (approximately 556,000 square feet) on a speculative basis when and as warranted by market demand (the **"Speculative Square Footage"**).

2. **Estimate of the Cost of the Project.** The total cost of the acquisition of the Project Site and the completion of the Project Improvements is estimated to be $100,100,000. The Built to Suit Square Footage is estimated to cost up to 25% of such total with the remaining being allocable to the Speculative Square Footage.

3. **Source of Funds to be Expended for the Project.** The source of funds to be expended for the Project will be the proceeds of $100,100,000 estimated aggregate principal amount of taxable industrial revenue bonds (the "**Bonds**") in one or more series to be issued by the City for the Project and to pay costs of issuance of the Bonds.

4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City.** Each of the buildings to be constructed as part of the Project Improvements will be leased (with an option to purchase) to the Developer or a designee thereof (each a "**Lessee**"). The lease payments under each lease will equal the principal and interest on the related series of Bonds plus certain payments in lieu of taxes. The Bonds will be payable solely from the revenues derived by the City from the leases or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City, but will be payable solely from the payments made by the Lessees.

5. **General Information Concerning the Developer.** The Developer is a Delaware limited liability company. The principal business of the Developer is real estate development, construction, design, and financing.

6. **Bond Purchase Arrangements.** It is expected that the Lessee of the Project component relating to each series of Bonds issued will purchase such series of Bonds, with an estimated aggregate principal amount of $100,100,000 to be purchased by all Lessees combined.

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

8. **Equalized Assessed Valuation.** The Project Site is an approximately 66-acre tract of vacant land that is part of two tax parcels which have been partially developed. The most recent equalized assessed valuation of the real property to be included in the Project Site is approximately $5,788 (based on estimates of the unimproved value of two tax parcels allocated to the Project Site by acre). The estimated total equalized assessed valuation of the Project Improvements and the Project Site after construction of the Project Improvements is $10,146,905 (based on the assumption that all square footage comprising the Project Improvements is constructed at once).

9. **Cost Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis on each affected taxing jurisdiction, which assumes a 10-year period of tax abatement for all square footage of Project Improvements after completion of construction. The Project Improvements are shown in the Cost Benefit Analysis to be developed all at once, but may be developed in phases, with one phase for each industrial building. The Cost Benefit Analysis assumes a 2-year construction period. The abatement periods for each building will be triggered by the issuance by the City of a certificate of occupancy, which is assumed to occur by January of 2025 for purposes of the Cost Benefit Analysis. If a certificate of occupancy is issued at a later date for a particular building, the actual years of the abatement period will be later than those shown in the Cost Benefit Analysis.

The Cost Benefit Analysis assumes (1) for the Built to Suit Square Footage, 100% abatement for 10 years after completion, and (2) for the Speculative Square Footage, 90% abatement for 10 years after completion. The 2022 tax levy rates were utilized for all jurisdictions.

If the Developer is unable to lease the Built to Suit Square Footage to the Built to Suit End User, the Built to Suit Square Footage shall be treated as Speculative Square Footage and the abatement level shall be reduced to match the abatement level set out herein for the Speculative Square Footage.

10. **Payments in Lieu of Taxes.** Prior to the start of each building and the issuance of Bonds for such building, the land underlying such building will remain on the tax rolls. Once Bonds are issued and construction has commenced, a payment in lieu of tax will be due on such building in an amount calculated based on the estimated assessed value of the unimproved land that is included in the Project Site for such building. Additionally, in each of the construction period and abatement period years, a payment in lieu of tax will be due on the Project in the following percentages of the taxes that would otherwise be due were it not for this Plan:

Built to Suit Square Footage:	Construction Period:	0% on partial construction
	Abatement Period Years 1-10:	0% on Project Improvements
	All Years:	100% on undeveloped land value
Speculative Square Footage:	Construction Period:	10% on partial construction
	Abatement Period Years 1-10:	10% on Project Improvements
	All Years:	100% on undeveloped land value

Payments in lieu of tax based on undeveloped land value will be calculated using $5,788 as a starting point for the value of existing land and allocated to the specific site within the Project Site by acreage, with biennial inflation of 3.0%.

An estimate of the payments in lieu of taxes for each of the Built to Suit Square Footage and the Speculative Square Footage portions of the Project is separately included in the attached Cost Benefit Analysis.

11. **Sales and Use Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Developer. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing-jurisdictions, it is assumed that $24,663,000 in purchases will be subject to the exemption and that the taxes applied will be those of the local taxing jurisdictions. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

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

	Tax Rate	Estimated Sales and/or Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	$1,042,012
City of Liberty		
General revenue	1.000	246,630
Transportation	0.500	123,315
Capital Improvement	0.500	123,315
Parks	0.250	61,658
Fire protection	0.250	61,658
Economic development	0.375	92,486
Public safety	0.500	123,315
Clay County		
General revenue	0.750	184,973
Public Safety	0.125	30,829
Children's Service	0.250	61,658
Zoological District	0.125	30,829
Total	8.850%	$2,182,676

* * *

EXHIBIT A

COST BENEFIT ANALYSIS

The attached Cost Benefit Analysis shows the anticipated tax value, abatement value and payments in lieu of taxes for all square footage to be included in the Project Improvements based on the assumptions described in the Plan and the Cost Benefit Analysis. It also shows the anticipated value of the Project Site without the Project. Calendar years shown are for demonstrative purposes only and may be affected by the timing of Project implementation, provided that the final abatement year shall end no later than 2038.

City of Liberty, Missouri
(Liberty Heartland Logistics Center - Phase D Buildings)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

GILMORE BELL
GILMORE & BELL, PC

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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

◆ Initial year taxes assessed	2023	
◆ Total Assessed Value of Existing Land without Project Built to Suit	$	1,058
◆ Total Assessed Value of Existing Land without Project Speculative Square Footage	$	4,904
◆ Total Assessed Value of Existing Land with Project Built to Suit (2023 and 2024)	$	1,190
◆ Total Assessed Value of Existing Land with Project Speculative Square Footage (2023 and 2024)	$	5,514
◆ 2025 Assessed Value of Project Improvements - Built to Suit	$	1,800,000
◆ 2025 Assessed Value of Project Improvements - Speculative Square Footage	$	8,340,000
◆ Biennial growth rate of appraised value of real property		3.0%
◆ Assessed value as a percentage of appraised value (real)		32.0%

◆ Terms of abatement:

Built to Suit Project Improvements
Years 1- 10 100%

Built to Suit Existing Land
Years 1- 10 0%

Speculative Square Footage Project Improvements
Years 1- 10 90%

Speculative Square Footage Existing Land
Years 1- 10 0%

Summary - Built to Suit

Taxing Jurisdiction	Tax Rate	Taxes on Land Without Project - Built to Suit	Projected Taxes on Project Without Abatement - Built to Suit	Projected PILOTS - Built to Suit	Projected Abatement - Built to Suit
Clay County	0.0250	$ 3	$ 4,782	$ 4	$ 4,778
Clay County Road and Bridge	0.0697	10	13,332	11	13,322
Clay County Senior Services	0.0427	6	8,168	7	8,161
Clay County Health Center	0.0857	12	16,393	13	16,380
Liberty Hospital District	0.1352	19	25,861	21	25,841
Liberty School District	5.9277	811	1,133,867	913	1,132,955
Mid Continent Public Library	0.3240	44	61,976	50	61,926
Tri-County Mental Health	0.0857	12	16,393	13	16,380
City of Liberty, Missouri	0.8905	122	170,337	137	170,200
Developmental Disability Board	0.1028	14	19,664	16	19,648
Metropolitan Community College	0.2028	28	38,792	31	38,761
State of Missouri	0.0300	4	5,738	5	5,734
Surtax	1.5900	218	304,140	245	303,895
	9.5118	$ 1,302	$ 1,819,444	$ 1,464	$ 1,817,980

Taxes on Land without Project - Built to Suit

Estimated Assessed Value of Existing Land		$1,058	$1,058	$1,090	$1,090	$1,122	$1,122	$1,156	$1,156	$1,191	$1,191	$1,227	$1,227	
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Clay County	0.0250	$ 0.26	$ 0.26	$ 0.27	$ 0.27	$ 0.28	$ 0.28	$ 0.29	$ 0.29	$ 0.30	$ 0.30	$ 0.31	$ 0.31	$ 3.42
Clay County Road and Bridge	0.0697	0.74	0.74	0.76	0.76	0.78	0.78	0.81	0.81	0.83	0.83	0.85	0.85	9.54
Clay County Senior Services	0.0427	0.45	0.45	0.47	0.47	0.48	0.48	0.49	0.49	0.51	0.51	0.52	0.52	5.84
Clay County Health Center	0.0857	0.91	0.91	0.93	0.93	0.96	0.96	0.99	0.99	1.02	1.02	1.05	1.05	11.72
Liberty Hospital District	0.1352	1.43	1.43	1.47	1.47	1.52	1.52	1.56	1.56	1.61	1.61	1.66	1.66	18.50
Liberty School District	5.9277	62.72	62.72	64.60	64.60	66.53	66.53	68.53	68.53	70.59	70.59	72.70	72.70	811.34
Mid Continent Public Library	0.3240	3.43	3.43	3.53	3.53	3.64	3.64	3.75	3.75	3.86	3.86	3.97	3.97	44.36
Tri-County Mental Health	0.0857	0.91	0.91	0.93	0.93	0.96	0.96	0.99	0.99	1.02	1.02	1.05	1.05	11.72
City of Liberty, Missouri	0.8905	9.42	9.42	9.70	9.70	10.00	10.00	10.30	10.30	10.60	10.60	10.92	10.92	121.88
Developmental Disability Board	0.1028	1.09	1.09	1.12	1.12	1.15	1.15	1.19	1.19	1.22	1.22	1.26	1.26	14.06
Metropolitan Community College	0.2028	2.15	2.15	2.21	2.21	2.28	2.28	2.34	2.34	2.41	2.41	2.49	2.49	27.76
State of Missouri	0.0300	0.32	0.32	0.33	0.33	0.34	0.34	0.35	0.35	0.36	0.36	0.37	0.37	4.14
Surtax	1.5900	16.82	16.82	17.33	17.33	17.85	17.85	18.38	18.38	18.93	18.93	19.50	19.50	217.62
	9.5118	$ 101	$ 101	$ 104	$ 104	$ 107	$ 107	$ 110	$ 110	$ 113	$ 113	$ 117	$ 117	$1,302

Projected Tax on Project without Abatement - Built to Suit

Estimated Assessed Value of Existing Land		$ 1,190	$ 1,190	$ 1,226	$ 1,226	$ 1,262	$ 1,262	$ 1,300	$ 1,300	$ 1,339	$ 1,339	$ 1,380	$ 1,380	
Estimated Assessed Value of Project Improvements		$ -	$ -	$1,800,000	$1,800,000	$1,854,000	$1,854,000	$1,909,620	$1,909,620	$1,966,909	$1,966,909	$2,025,916	$2,025,916	
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Clay County	0.0250	$ 0.30	$ 0.30	$ 450	$ 450	$ 464	$ 464	$ 478	$ 478	$ 492	$ 492	$ 507	$ 507	$ 4,782
Clay County Road and Bridge	0.0697	0.83	0.83	1,255	1,255	1,293	1,293	1,332	1,332	1,372	1,372	1,413	1,413	13,332
Clay County Senior Services	0.0427	0.51	0.51	769	769	792	792	816	816	840	840	866	866	8,168
Clay County Health Center	0.0857	1.02	1.02	1,544	1,544	1,590	1,590	1,638	1,638	1,687	1,687	1,737	1,737	16,393
Liberty Hospital District	0.1352	1.61	1.61	2,435	2,435	2,508	2,508	2,584	2,584	2,661	2,661	2,741	2,741	25,861
Liberty School District	5.9277	70.54	70.54	106,771	106,771	109,974	109,974	113,274	113,274	116,672	116,672	120,172	120,172	1,133,867
Mid Continent Public Library	0.3240	3.86	3.86	5,836	5,836	6,011	6,011	6,191	6,191	6,377	6,377	6,568	6,568	61,976
Tri-County Mental Health	0.0857	1.02	1.02	1,544	1,544	1,590	1,590	1,638	1,638	1,687	1,687	1,737	1,737	16,393
City of Liberty, Missouri	0.8905	10.60	10.60	16,040	16,040	16,521	16,521	17,017	17,017	17,527	17,527	18,053	18,053	170,337
Developmental Disability Board	0.1028	1.22	1.22	1,852	1,852	1,907	1,907	1,964	1,964	2,023	2,023	2,084	2,084	19,664
Metropolitan Community College	0.2028	2.41	2.41	3,653	3,653	3,762	3,762	3,875	3,875	3,992	3,992	4,111	4,111	38,792
State of Missouri	0.0300	0.36	0.36	540	540	557	557	573	573	590	590	608	608	5,738
Surtax	1.5900	18.92	18.92	28,639	28,639	29,499	29,499	30,384	30,384	31,295	31,295	32,234	32,234	304,140
	9.5118	$ 113.20	$ 113.20	$ 171,329	$ 171,329	$ 176,469	$ 176,469	$ 181,763	$ 181,763	$ 187,216	$ 187,216	$ 192,832	$ 192,832	$1,819,444

Projected PILOTS - Built to Suit

Estimated Assessed Value of Existing Land		$ 1,190	$ 1,190	$ 1,226	$ 1,226	$ 1,262	$ 1,262	$ 1,300	$ 1,300	$ 1,339	$ 1,339	$ 1,380	$ 1,380	
PILOT Payment		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	
Estimated Assessed Value of Project Improvements		$ -	$ -	$ 1,800,000	$ 1,800,000	$ 1,854,000	$ 1,854,000	$ 1,909,620	$ 1,909,620	$ 1,966,909	$ 1,966,909	$ 2,025,916	$ 2,025,916	
PILOT Payment		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	**Total**
Clay County	0.0250	$ 0.30	$ 0.30	$ 0.31	$ 0.31	$ 0.32	$ 0.32	$ 0.33	$ 0.33	$ 0.33	$ 0.33	$ 0.34	$ 0.34	$ 3.86
Clay County Road and Bridge	0.0697	0.83	0.83	0.85	0.85	0.88	0.88	0.91	0.91	0.93	0.93	0.96	0.96	10.72
Clay County Senior Services	0.0427	0.51	0.51	0.52	0.52	0.54	0.54	0.56	0.56	0.57	0.57	0.59	0.59	6.58
Clay County Health Center	0.0857	1.02	1.02	1.05	1.05	1.08	1.08	1.11	1.11	1.15	1.15	1.18	1.18	13.18
Liberty Hospital District	0.1352	1.61	1.61	1.66	1.66	1.71	1.71	1.76	1.76	1.81	1.81	1.87	1.87	20.84
Liberty School District	5.9277	70.54	70.54	72.66	72.66	74.84	74.84	77.08	77.08	79.39	79.39	81.77	81.77	912.56
Mid Continent Public Library	0.3240	3.86	3.86	3.97	3.97	4.09	4.09	4.21	4.21	4.34	4.34	4.47	4.47	49.88
Tri-County Mental Health	0.0857	1.02	1.02	1.05	1.05	1.08	1.08	1.11	1.11	1.15	1.15	1.18	1.18	13.18
City of Liberty, Missouri	0.8905	10.60	10.60	10.91	10.91	11.24	11.24	11.58	11.58	11.93	11.93	12.28	12.28	137.08
Developmental Disability Board	0.1028	1.22	1.22	1.26	1.26	1.30	1.30	1.34	1.34	1.38	1.38	1.42	1.42	15.84
Metropolitan Community College	0.2028	2.41	2.41	2.49	2.49	2.56	2.56	2.64	2.64	2.72	2.72	2.80	2.80	31.24
State of Missouri	0.0300	0.36	0.36	0.37	0.37	0.38	0.38	0.39	0.39	0.40	0.40	0.41	0.41	4.62
Surtax	1.5900	18.92	18.92	19.49	19.49	20.07	20.07	20.68	20.68	21.30	21.30	21.93	21.93	244.78
	9.5118	$ 113.20	$ 113.20	$ 116.59	$ 116.59	$ 120.09	$ 120.09	$ 123.70	$ 123.70	$ 127.40	$ 127.40	$ 131.20	$ 131.20	$ 1,464.36

Projected Abatement - Built to Suit

Estimated Assessed Value of Existing Land		$ 1,190	$ 1,190	$ 1,226	$ 1,226	$ 1,262	$ 1,262	$ 1,300	$ 1,300	$ 1,339	$ 1,339	$ 1,380	$ 1,380
PILOT Payment		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Estimated Assessed Value of Project Improvements		$ -	$ -	$ 1,800,000	$ 1,800,000	$ 1,854,000	$ 1,854,000	$ 1,909,620	$ 1,909,620	$ 1,966,909	$ 1,966,909	$ 2,025,916	$ 2,025,916
PILOT Payment		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	**Total**
Clay County	0.0250	$ -	$ -	$ 450	$ 450	$ 464	$ 464	$ 477	$ 477	$ 492	$ 492	$ 506	$ 506	$ 4,778
Clay County Road and Bridge	0.0697	-	-	1,255	1,255	1,292	1,292	1,331	1,331	1,371	1,371	1,412	1,412	13,322
Clay County Senior Services	0.0427	-	-	769	769	792	792	815	815	840	840	865	865	8,161
Clay County Health Center	0.0857	-	-	1,543	1,543	1,589	1,589	1,637	1,637	1,686	1,686	1,736	1,736	16,380
Liberty Hospital District	0.1352	-	-	2,434	2,434	2,507	2,507	2,582	2,582	2,659	2,659	2,739	2,739	25,841
Liberty School District	5.9277	-	-	106,699	106,699	109,900	109,900	113,197	113,197	116,592	116,592	120,090	120,090	1,132,955
Mid Continent Public Library	0.3240	-	-	5,832	5,832	6,007	6,007	6,187	6,187	6,373	6,373	6,564	6,564	61,926
Tri-County Mental Health	0.0857	-	-	1,543	1,543	1,589	1,589	1,637	1,637	1,686	1,686	1,736	1,736	16,380
City of Liberty, Missouri	0.8905	-	-	16,029	16,029	16,510	16,510	17,005	17,005	17,515	17,515	18,041	18,041	170,200
Developmental Disability Board	0.1028	-	-	1,850	1,850	1,906	1,906	1,963	1,963	2,022	2,022	2,083	2,083	19,648
Metropolitan Community College	0.2028	-	-	3,650	3,650	3,760	3,760	3,873	3,873	3,989	3,989	4,109	4,109	38,761
State of Missouri	0.0300	-	-	540	540	556	556	573	573	590	590	608	608	5,734
Surtax	1.5900	-	-	28,620	28,620	29,479	29,479	30,363	30,363	31,274	31,274	32,212	32,212	303,895
	9.5118	$ -	$ -	$ 171,212	$ 171,212	$ 176,349	$ 176,349	$ 181,639	$ 181,639	$ 187,088	$ 187,088	$ 192,701	$ 192,701	$ 1,817,980

Summary - Speculative Square Footage

Taxing Jurisdiction	Tax Rate	Taxes on Land Without Project - Speculative Square Footage	Projected Taxes on Project Without Abatement - Speculative Square Footage	Projected PILOTS - Speculative Square Footage	Projected Abatement - Speculative Square Footage
Clay County	0.0250	$ 16	$ 22,157	$ 2,232	$ 19,925
Clay County Road and Bridge	0.0697	44	61,774	6,222	55,551
Clay County Senior Services	0.0427	27	37,844	3,812	34,032
Clay County Health Center	0.0857	54	75,954	7,650	68,304
Liberty Hospital District	0.1352	86	119,825	12,069	107,755
Liberty School District	5.9277	3,761	5,253,585	529,164	4,724,421
Mid Continent Public Library	0.3240	206	287,154	28,923	258,230
Tri-County Mental Health	0.0857	54	75,954	7,650	68,304
City of Liberty, Missouri	0.8905	565	789,230	79,495	709,735
Developmental Disability Board	0.1028	65	91,109	9,177	81,932
Metropolitan Community College	0.2028	129	179,737	18,104	161,633
State of Missouri	0.0300	19	26,588	2,678	23,910
Surtax	1.5900	1,009	1,409,181	141,939	1,267,242
	9.5118	$ 6,035	$ 8,430,091	$ 849,116	$ 7,580,976

Taxes on Land without Project - Speculative Square Footage

Estimated Assessed Value of Existing Land		$ 4,904	$ 4,904	$ 5,051	$ 5,051	$ 5,203	$ 5,203	$ 5,359	$ 5,359	$ 5,519	$ 5,519	$ 5,685	$ 5,685	
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Clay County	0.0250	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 16
Clay County Road and Bridge	0.0697	3	3	4	4	4	4	4	4	4	4	4	4	44
Clay County Senior Services	0.0427	2	2	2	2	2	2	2	2	2	2	2	2	27
Clay County Health Center	0.0857	4	4	4	4	4	4	5	5	5	5	5	5	54
Liberty Hospital District	0.1352	7	7	7	7	7	7	7	7	7	7	8	8	86
Liberty School District	5.9277	291	291	299	299	308	308	318	318	327	327	337	337	3,761
Mid Continent Public Library	0.3240	16	16	16	16	17	17	17	17	18	18	18	18	206
Tri-County Mental Health	0.0857	4	4	4	4	4	4	5	5	5	5	5	5	54
City of Liberty, Missouri	0.8905	44	44	45	45	46	46	48	48	49	49	51	51	565
Developmental Disability Board	0.1028	5	5	5	5	5	5	6	6	6	6	6	6	65
Metropolitan Community College	0.2028	10	10	10	10	11	11	11	11	11	11	12	12	129
State of Missouri	0.0300	1	1	2	2	2	2	2	2	2	2	2	2	19
Surtax	1.5900	78	78	80	80	83	83	85	85	88	88	90	90	1,009
	9.5118	$ 466	$ 466	$ 480	$ 480	$ 495	$ 495	$ 510	$ 510	$ 525	$ 525	$ 541	$ 541	$ 6,035

Projected Tax on Project without Abatement - Speculative Square Footage

Estimated Assessed Value of Existing Land		$ 5,514	$ 5,514	$ 5,679	$ 5,679	$ 5,850	$ 5,850	$ 6,025	$ 6,025	$ 6,206	$ 6,206	$ 6,392	$ 6,392	
Estimated Assessed Value of Project Improvements		$ -	$ -	$8,340,000	$8,340,000	$8,590,200	$8,590,200	$8,847,906	$8,847,906	$9,113,343	$9,113,343	$9,386,743	$9,386,743	
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Clay County	0.0250	$ 1.38	$ 1.38	$ 2,086	$ 2,086	$ 2,149	$ 2,149	$ 2,213	$ 2,213	$ 2,280	$ 2,280	$ 2,348	$ 2,348	$ 22,157
Clay County Road and Bridge	0.0697	4	4	5,817	5,817	5,991	5,991	6,171	6,171	6,356	6,356	6,547	6,547	61,774
Clay County Senior Services	0.0427	2	2	3,564	3,564	3,671	3,671	3,781	3,781	3,894	3,894	4,011	4,011	37,844
Clay County Health Center	0.0857	5	5	7,152	7,152	7,367	7,367	7,588	7,588	7,815	7,815	8,050	8,050	75,954
Liberty Hospital District	0.1352	7	7	11,283	11,283	11,622	11,622	11,971	11,971	12,330	12,330	12,700	12,700	119,825
Liberty School District	5.9277	327	327	494,707	494,707	509,548	509,548	524,834	524,834	540,580	540,580	556,797	556,797	5,253,585
Mid Continent Public Library	0.3240	18	18	27,040	27,040	27,851	27,851	28,687	28,687	29,547	29,547	30,434	30,434	287,154
Tri-County Mental Health	0.0857	5	5	7,152	7,152	7,367	7,367	7,588	7,588	7,815	7,815	8,050	8,050	75,954
City of Liberty, Missouri	0.8905	49	49	74,318	74,318	76,548	76,548	78,844	78,844	81,210	81,210	83,646	83,646	789,230
Developmental Disability Board	0.1028	6	6	8,579	8,579	8,837	8,837	9,102	9,102	9,375	9,375	9,656	9,656	91,109
Metropolitan Community College	0.2028	11	11	16,925	16,925	17,433	17,433	17,956	17,956	18,494	18,494	19,049	19,049	179,737
State of Missouri	0.0300	2	2	2,504	2,504	2,579	2,579	2,656	2,656	2,736	2,736	2,818	2,818	26,588
Surtax	1.5900	88	88	132,696	132,696	136,677	136,677	140,778	140,778	145,001	145,001	149,351	149,351	1,409,181
	9.5118	$ 524.47	$ 524.47	$ 793,824	$ 793,824	$ 817,639	$ 817,639	$ 842,168	$ 842,168	$ 867,433	$ 867,433	$ 893,456	$ 893,456	$8,430,091

Projected PILOTS - Speculative Square Footage

Estimated Assessed Value of Existing Land		$ 5,514	$ 5,514	$ 5,679	$ 5,679	$ 5,850	$ 5,850	$ 6,025	$ 6,025	$ 6,206	$ 6,206	$ 6,392	$ 6,392	
PILOT Payment		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	
Estimated Assessed Value of Project Improvements		$ -	$ -	$ 8,340,000	$ 8,340,000	$ 8,590,200	$ 8,590,200	$ 8,847,906	$ 8,847,906	$ 9,113,343	$ 9,113,343	$ 9,386,743	$ 9,386,743	
PILOT Payment		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	**Total**
Clay County	0.0250	$ 1	$ 1	$ 210	$ 210	$ 216	$ 216	$ 223	$ 223	$ 229	$ 229	$ 236	$ 236	$ 2,232
Clay County Road and Bridge	0.0697	4	4	585	585	603	603	621	621	640	640	659	659	6,222
Clay County Senior Services	0.0427	2	2	359	359	369	369	380	380	392	392	404	404	3,812
Clay County Health Center	0.0857	5	5	720	720	741	741	763	763	786	786	810	810	7,650
Liberty Hospital District	0.1352	7	7	1,135	1,135	1,169	1,169	1,204	1,204	1,241	1,241	1,278	1,278	12,069
Liberty School District	5.9277	327	327	49,774	49,774	51,267	51,267	52,805	52,805	54,389	54,389	56,021	56,021	529,164
Mid Continent Public Library	0.3240	18	18	2,721	2,721	2,802	2,802	2,886	2,886	2,973	2,973	3,062	3,062	28,923
Tri-County Mental Health	0.0857	5	5	720	720	741	741	763	763	786	786	810	810	7,650
City of Liberty, Missouri	0.8905	49	49	7,477	7,477	7,702	7,702	7,933	7,933	8,171	8,171	8,416	8,416	79,495
Developmental Disability Board	0.1028	6	6	863	863	889	889	916	916	943	943	972	972	9,177
Metropolitan Community College	0.2028	11	11	1,703	1,703	1,754	1,754	1,807	1,807	1,861	1,861	1,917	1,917	18,104
State of Missouri	0.0300	2	2	252	252	259	259	267	267	275	275	284	284	2,678
Surtax	1.5900	88	88	13,351	13,351	13,751	13,751	14,164	14,164	14,589	14,589	15,027	15,027	141,939
	9.5118	$ 524.47	$ 524.47	$ 79,868.64	$ 79,868.64	$ 82,264.67	$ 82,264.67	$ 84,732.62	$ 84,732.62	$ 87,274.62	$ 87,274.62	$ 89,892.85	$ 89,892.85	$849,115.74

Projected Abatement - Speculative Square Footage

Estimated Assessed Value of Existing Land		$ 5,514	$ 5,514	$ 5,679	$ 5,679	$ 5,850	$ 5,850	$ 6,025	$ 6,025	$ 6,206	$ 6,206	$ 6,392	$ 6,392
PILOT Payment		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Estimated Assessed Value of Project Improvements		$ -	$ -	$ 8,340,000	$ 8,340,000	$ 8,590,200	$ 8,590,200	$ 8,847,906	$ 8,847,906	$ 9,113,343	$ 9,113,343	$ 9,386,743	$ 9,386,743
PILOT Payment		90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%
Taxing Jurisdiction	Tax Rate per $100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	**Total**
Clay County	0.0250	$ -	$ -	$ 1,877	$ 1,877	$ 1,933	$ 1,933	$ 1,991	$ 1,991	$ 2,051	$ 2,051	$ 2,112	$ 2,112	$ 19,925
Clay County Road and Bridge	0.0697	-	-	5,232	5,232	5,389	5,389	5,550	5,550	5,717	5,717	5,888	5,888	55,551
Clay County Senior Services	0.0427	-	-	3,205	3,205	3,301	3,301	3,400	3,400	3,502	3,502	3,607	3,607	34,032
Clay County Health Center	0.0857	-	-	6,433	6,433	6,626	6,626	6,824	6,824	7,029	7,029	7,240	7,240	68,304
Liberty Hospital District	0.1352	-	-	10,148	10,148	10,453	10,453	10,766	10,766	11,089	11,089	11,422	11,422	107,755
Liberty School District	5.9277	-	-	444,933	444,933	458,281	458,281	472,030	472,030	486,190	486,190	500,776	500,776	4,724,421
Mid Continent Public Library	0.3240	-	-	24,319	24,319	25,049	25,049	25,800	25,800	26,575	26,575	27,372	27,372	258,230
Tri-County Mental Health	0.0857	-	-	6,433	6,433	6,626	6,626	6,824	6,824	7,029	7,029	7,240	7,240	68,304
City of Liberty, Missouri	0.8905	-	-	66,841	66,841	68,846	68,846	70,912	70,912	73,039	73,039	75,230	75,230	709,735
Developmental Disability Board	0.1028	-	-	7,716	7,716	7,948	7,948	8,186	8,186	8,432	8,432	8,685	8,685	81,932
Metropolitan Community College	0.2028	-	-	15,222	15,222	15,679	15,679	16,149	16,149	16,634	16,634	17,133	17,133	161,633
State of Missouri	0.0300	-	-	2,252	2,252	2,319	2,319	2,389	2,389	2,461	2,461	2,534	2,534	23,910
Surtax	1.5900	-	-	119,345	119,345	122,926	122,926	126,614	126,614	130,412	130,412	134,324	134,324	1,267,242
	9.5118	$ -	$ -	$ 713,956	$ 713,956	$ 735,374	$ 735,374	$ 757,436	$ 757,436	$ 780,159	$ 780,159	$ 803,563	$ 803,563	$ 7,580,976

STAFF REPORT

Planning and Zoning Case 23-14SUP

Staff: Katherine Sharp, Director of Planning & Development

Date: May 22, 2023

GENERAL INFORMATION

Application:	**Special Use Permit to allow Attached Single Family in the RNC district at the NW corner of Suddarth St. and Richfield Rd.**
Applicant:	Rachel Oatney A3G Architects 110 N Main Street Liberty, MO 64068
Owner:	Greg Stervinou Construction Company, INC 10207 NE 100TH ST Kansas City, MO 64157
Location:	NW corner of Richfield Road and Suddarth Street
Site Acreage:	.28 acres
Existing Land Use/Zoning:	Vacant Lot/ RNC, "Residential Neighborhood Conservation District"
Future Land Use Map:	Single Family Residential
Neighboring Land Use/Zoning:	**North**: Single Family home/ RNC, "Residential Neighborhood Conservation District" **South**: Single Family home/ RNC **East**: Single Family home/ RNC **West**: Single Family home/ RNC
Public Notice:	Legal Notice printed in Courier Tribune- April 20 Letter sent to property owners within 185 ft. on April 24 Sign Posted on site- April 19
File Date:	April 7, 2023

PROJECT DESCRIPTION

This application is for a Special Use Permit to allow attached single-family in the RNC as allowed in the Unified Development Ordinance, Sec. 30-25.5.(1) – "Special use permit, uses to be considered". This is a proposed two-story, two-family home that will have 3 bedrooms, 2.5 baths per unit. The building will have an entrance on Richfield Road and one on Suddarth Street giving the structure the appearance of a large single family home.

SITE ANALYSIS

Use

The zoning on the property is RNC. City Code section 30-50 describes the RNC:

The residential neighborhood conservation district is to conserve the residential character of existing neighborhoods in the downtown area. It is intended to promote the preservation and maintenance of older single-family dwellings, while also allowing a variety of uses and density as was originally intended within the downtown area.

The neighborhood residential district is retained within this UDO to maintain existing areas of quality residential neighborhoods that are compact and walkable, provide public gathering spaces and encourage a mix of residential designs, styles and sizes, thus creating a unique, yet cohesive neighborhood.

Buildings and sites shall be designed and constructed in accordance with the following principles:

(1) New construction shall maintain the visual style and character of the surrounding neighborhood; and

(2) New construction and additions shall complement the setbacks, building scale, parking, building and garage orientation of the neighborhood.

The proposal is to allow for a two-family home on an infill lot. Multifamily homes are allowed in the RNC by Special Use Permit and must maintain the visual character of the neighborhood and complement the setbacks, building scale, parking, building and garage orientation of the neighborhood.

Site Design/Parking

The property is .28 acres and the structure will have two separate entrances and driveways, one oriented to Suddarth Street and one oriented to Richfield Road. The proposed building maintains the setbacks of the RNC zoning district. The code requirement of 2 spaces per unit for parking is met with this application.

Building Design

The design shows large front porches and appears as one large home. The building elevations indicate a mix of horizontal LP Smart lap siding, shaker siding, and stone accents.

PUBLIC INFRASTRUCTURE

Streets

The site has direct access to Suddarth Street and Richfield Road.

Sanitary Sewer

The property is proposing to connect to the public sanitary sewer along Suddarth Street.

Water
The property is proposing to connect to the public water main along Suddarth Street.

Stormwater
This proposal does not trigger stormwater requirements.

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.**
   Considering the guidelines of the Liberty Unified Development Ordinance, the proposed use appears to be consistent with the intent of the Comprehensive Plan, Leading Liberty Forward (2023) in the section on Strong Neighborhoods:

   > *Existing neighborhoods, especially within historic areas, should be maintained in a way that preserves their character for generations to come. As Liberty continues to grow, it will be important to reinvest in the existing neighborhoods while continuing to expand the supply of housing options to appeal to- and are affordable to- young families, single professionals, first-time homebuyers, and older citizens who are ready to downsize. Providing more opportunities for higher density, single-family homes and smaller units will also ensure that long-time residents who wish to stay in Liberty as they age, retire, and experience other life changes will have that opportunity.*

   Encouraging higher densities is also mentioned in the Resilient Community section of the Comprehensive Plan:

   > *Liberty's efforts to ensure balanced growth and development shows a commitment to fostering sustainability. Sustainable development equally considers environmental, equitable, and economic factors in decision-making, aiming to meet the needs of the current population and potential needs of future generations. Continued revitalization and preservation efforts also show that Liberty values its historic character and wants to protect it. Preservation plays a large role in resiliency as it encourages day to day maintenance and upkeep to potentially avoid larger infrastructure failures. As Liberty looks to the future, the environmental, economic, and social needs of the community must be continually considered. Achieving this objective will require an expanded focus on sustainable development practices, infill and redevelopment, and higher-density and mixed-use development in targeted locations.*

   The Future Land Use designation for the site is Single Family Residential. Staff believes the design of the structure to look like a single-family home meets the intent of the Future Land Use designation while also allowing for a slightly higher density as recommended in the Comprehensive Plan.

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 allowed by Section 30-25.(1), Special use permit, uses to be considered,

   Attached single-family dwellings on in-fill lots; or attached single-family or low-density multi-family structures in the RN, neighborhood residential district and RNC, neighborhood conservation residential

district.

3. **The proposed use does not adversely impact the public health, safety, comfort or general welfare.**
   Staff feels the proposed two-family home is designed to blend into the neighborhood, and does not have an adverse impact to the area. The use is low impact with low daily trips.

4. **The proposed use conforms to all conditions and performance standards as set forth herein.**
   The Special Use Permit lists out the following provisions:

   a. *The structure shall maintain the visual style and character of the surrounding neighborhood;*
   b. *The structure shall complement the setbacks, building scale, parking, building and garage orientation of the neighborhood.*
   c. *The site design shall respect the natural topography of the site and promote the preservation of existing trees and vegetation.*

   Staff believes all conditions and performance standards are met with this proposal and no variances are required with this application.

5. **The proposed use does not adversely impact the public infrastructure system.**
   The proposed building does not impact water, sanitary sewer, storm drainage or public right of way in a negative fashion.

6. **The proposed use is compatible with the use, scale, orientation and setback of properties in the general vicinity.**
   Staff believes the proposal appears to be compatible with the use, scale, orientation and setback of properties in the general vicinity.

STAFF RECOMMENDATION

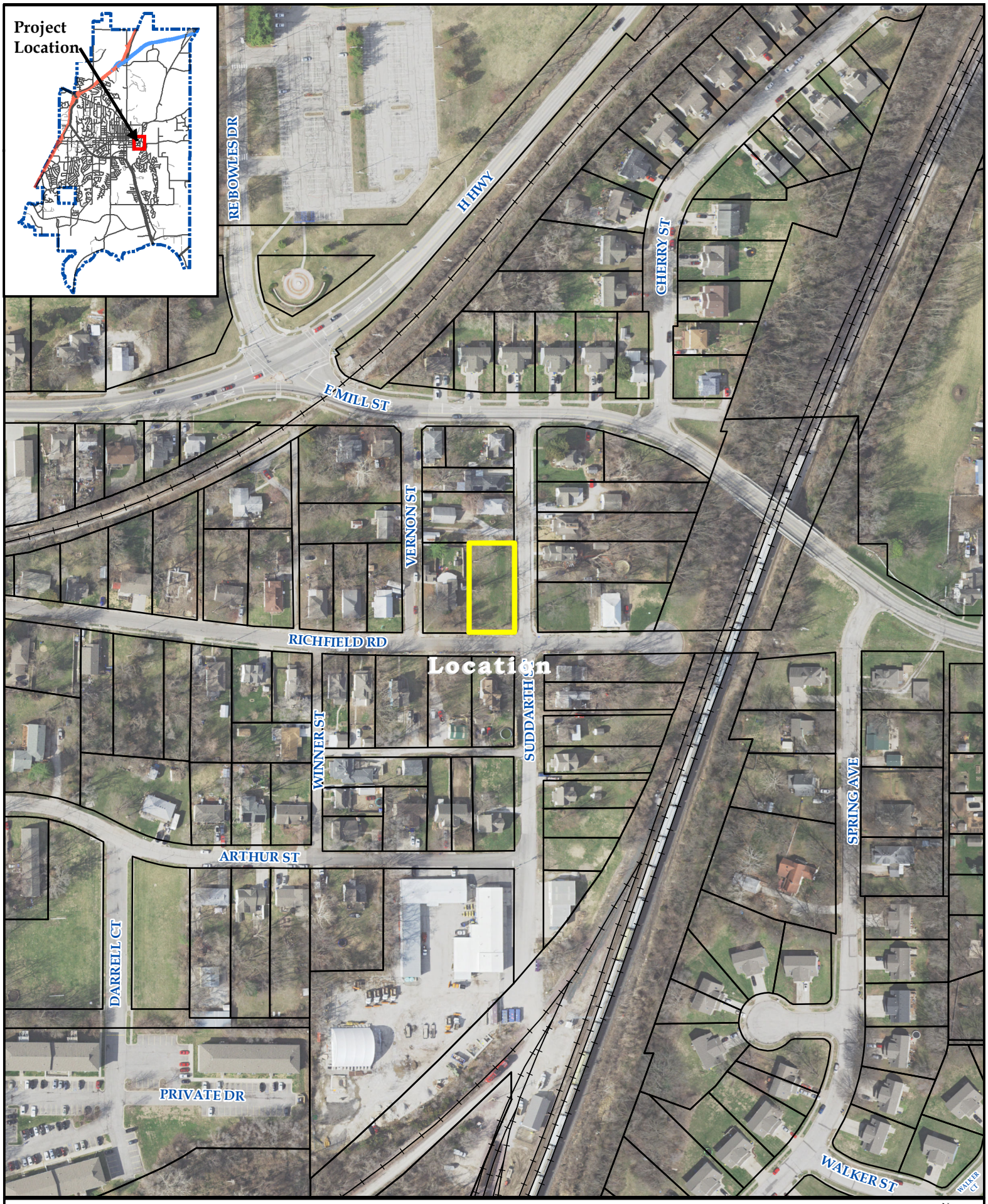
Staff finds that this application meets the standards of review for a Special Use Permit in Section 30.25 in the UDO and recommends approval of P&Z Case 23-14SUP.

PZ RECOMMENDATION

At its May 9, 2023 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 23-14SUP as presented in the staff report.

ATTACHMENTS

Exhibit A: Vicinity Map
Exhibit B: Site Plan & Elevations
Exhibit C: Applicant's Proposal
Exhibit D: PZ Minutes Excerpt
Exhibit E: Resolution



City of Liberty missouri

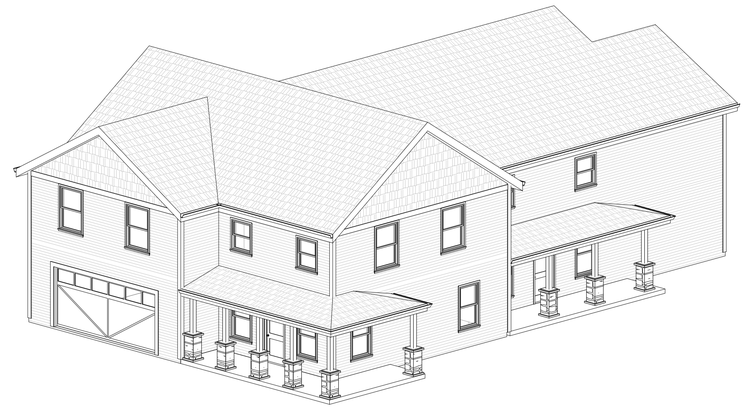
P&Z Case 23-14SUP
Special Use Permit
NW Corner of Richfield & Suddarth

EXHIBIT A:
VICINITY MAP

N W E S

Date: 5/3/2023

Northwest 3D View



Southeast 3D View

East Elevation

West Elevation

LOT
Total lot size: 12,457 sf
Required 20% open space: 2,491 sf
Provided open space: 9,816 sf
Buildable area: 6,645 sf

BUILDING
Building footprint: 2,640 sf

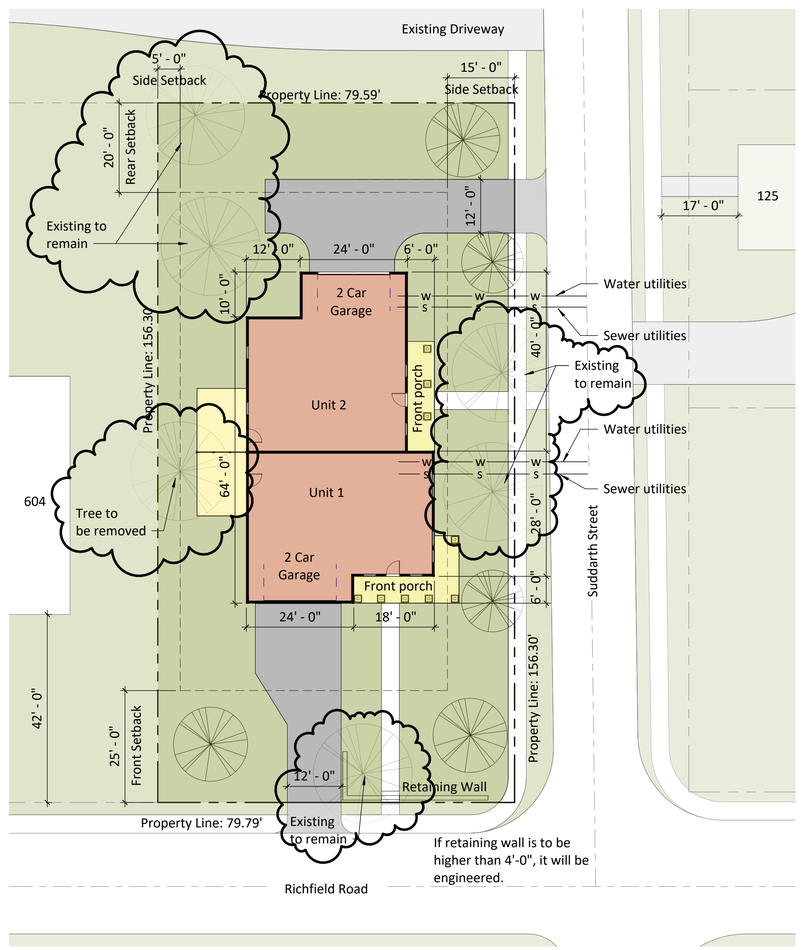
UNIT
2 story: 3 bed, 2.5 bath
2 car garage

Total unit square footage: 2,500 sf
First floor: 750 sf
Second floor: 1,250 sf
Garage: 500 sf

LANDSCAPE
1 tree for every 50 ft required
7 provided

PLANTING SCHEDULE			
Image	Type	Count	Comments
	Large growing tree	7	1.5" caliper

This is a proposed two-story, two-family home that will have 3 bedrooms, 2.5 baths per unit. Consistent with the Comprehensive Plan, the dwelling will be cohesive with the surrounding neighborhood in size and style. The use will not adversely impact the public and conforms to the standards of the UDO.



South Elevation

North Elevation

a3G architects

Greg Stervinou Construction Company **130 Suddarth** **27 April 2023** **Special Use Permit**

Project Address: 130 Suddarth Street
Owner/Builder: Greg Stervinou Construction Company
Architect: A3G Architects

Project Description
This is a proposed two-story, two-family home that will have 3 bedrooms, 2.5 baths per unit. Consistent with the Comprehensive Plan, the dwelling will be cohesive with the surrounding neighborhood in size, style and materials. The intention for the project is to blend with the existing neighborhood fabric. There are numerous homes within the historic and RNC neighborhoods that are multifamily homes but seamlessly blend with single family homes. One of the guiding principles in Traditional Neighborhood Design is for there to be a variety of dwelling types within the same neighborhood. This proposed design will not adversely impact the public and does conform to the standards of the UDO. There are 6 existing trees on the site. We propose to maintain 5 of the existing trees and add 5 new trees to the site. One existing tree is questionable and may need to be replaced once final grading is determined.

The home will have two separate entrances and driveways, one oriented to Suddarth Street and one oriented to Richfield Road creating frontage along both streets. The home will have large front porches that are common to the neighborhood and the height of the home is two story which is also common in the neighborhood.

The challenge with building a single-family home on this lot is that the cost of the home will be higher than the neighborhood can support and thus making it difficult to turn a profit with developing the vacant site. Greg Stervinou has built other homes within the surrounding neighborhoods in Liberty and the quality and style of the homes are evident and he has no plans to build anything of any lessor quality in this location. The units are intended to be sold and each unit is expected to sell for around $325,000 based on realtor estimates. Other homes in the neighborhood sold for a comparable $280,000-$350,000.

Examples of Greg Stervinou Construction Company Homes in Liberty

Grover Street

Richfield Road

Examples of Multi-Family Homes in the Neighborhood

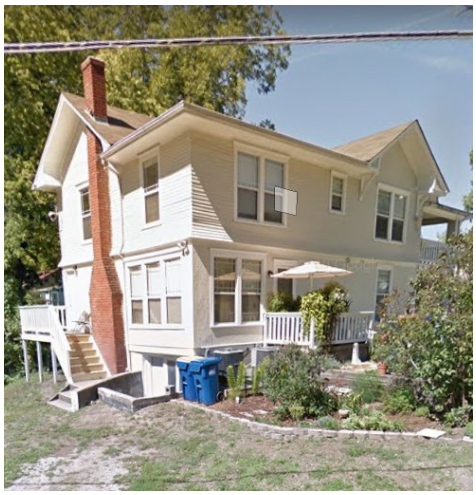
Kansas Street

Richfield Road

Kansas Street

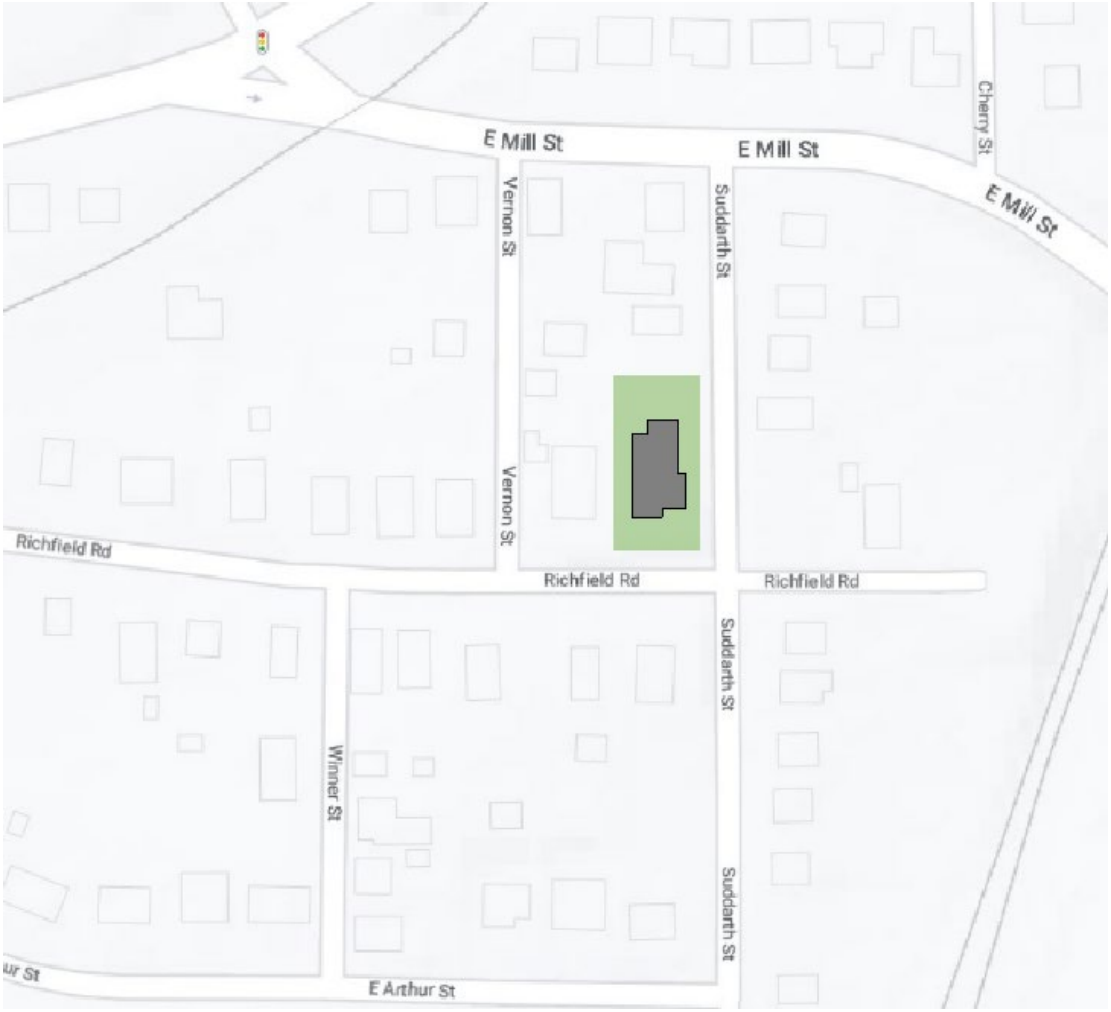
Arthur Street

Franklin Street



Harrison Street

Building Footprint in Context with the Neighborhood



A. P&Z Case 23-14SUP: Special Use Permit for 130 Suddarth St. to allow a two-family home in the RNC district.

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

Chairman Rosekrans asked the commissioners if they had any questions.

Chairman Rosekrans asked the applicant if they wish to speak.

Aimee Gray, A3G Architects, 110 N Main St. said she was the architect for the project on behalf of Greg Stervinou, the property owner. She reiterated the items outlined in Exhibits B and C of the staff report.

Commissioner Personett asked about siding, windows, garage doors that may assist in making this building blend into the neighborhood.

Ms. Gray said it would have lap siding and although not in the historic district, they would not have vinyl windows, but instead likely fiberglass windows. She also stated there would be stone accents on the porch columns.

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.

Katie Wundrack, 106 Suddarth, wants to know who will care for the property, rentals are typically not taken care of and has concerns about lack of care on rental properties. She is also concerned about the property values in the neighborhood.

Chairman Rosekrans asked if any others wished seeing none he closed the public hearing.

Commissioner Personett asked if the applicant would address the concerns shared by the neighbor.

Ms. Gray said they will be coming forward with a request to split the lot into two homes, which they expect to sell for 280-350 thousand each.

Ms. Sharp added that the City of Liberty does not have a regulation against rentals but the City does have minimum property maintenance standards and she encourages the neighbors to reach out to the planning office if there are nuisance issues.

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

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

Vote: Motion passed 8-0-0
Yes: Dilts, Evans, Holt, Howard, Personett, Reinier, Rosekrans, Summers
No: None
Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, May 22, 2023.

RESOLUTION NO. _____

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW AN ATTACHED SINGLE FAMILY IN THE RNC DISTRICT AT THE NW CORNER OF SUDDARTH ST. AND RICHFIELD RD. IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, public hearings have been held by the Planning & Zoning Commission May 9, 2023 and City Council on May 22, 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 Attached Single Family in the RNC district at the NW corner of Suddarth St. and Richfield Rd. 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

RESOLUTION NO. _____

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW AN ATTACHED SINGLE FAMILY IN THE RNC DISTRICT AT THE NW CORNER OF SUDDARTH STREET AND RICHFIELD ROAD IN LIBERTY, CLAY COUNTY, MISSOURI

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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 APRIL 28, 2023 TO MAY 12, 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	$	213,168.53
LIMITED CAPITAL FUND	11	$	3,852.17
ARPA FUND	12	$	1,499.98
CID-LIBERTY COMMONS	17	$	263,216.22
TIF-SLP WHITEHALL	31	$	1,397.42
CAPTIAL SALES TAX FUND	50	$	120,924.75
TRANSPORTATION SALES TAX FUND	52	$	50,588.31
PARK SALES TAX FUND	54	$	121,523.99
ECO/DEVO SALES TAX FUND	56	$	32,266.63
FIRE SALES TAX FUND	58	$	470.62
PARKS FUND	60	$	16,273.00
SPORTS COMPLEX FUND	61	$	32,782.89
COMMUNITY CENTER FUND	65	$	72,085.45
TRANSIENT GUEST TAX FUND	67	$	61,841.19
POLICE TRAINING FUND	69	$	1,678.30
CEMETERY MAINTENANCE FUND	73	$	7,345.04
WATER OPERATING FUND	90	$	61,626.51
WASTEWATER OPERATING FUND	92	$	37,539.47
WATER CAPITAL FUND	94	$	6,124.91
SOLID WASTE FUND	98	$	166,942.69
PAYROLL CHECKS & BENEFITS	5/5/23	$	1,283,265.58
TOTAL APPROPRIATIONS		**$**	**2,556,413.65**

PASSED by the Council this 22nd day of May, 2023.

_____
MAYOR PRO TEM

ATTEST:

_____
DEPUTY CITY CLERK

APPROVED by the Mayor this 22nd day of May, 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

MAY 5TH CHECKS

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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT   CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

ABC-COMM LLC                000649
   181472 05/05/23 BORING-H HWY PROJECT      2,695.00   040161 4.26.23             P - W CONST CNTRCT-CLA 94.70.801.36.7510

ALTERATIONS & CUSTOM SEW     005482
   181473 05/05/23 POL UNIFORMS               463.76   040200 3326               P N W CLOTHING EXPENSE 10.40.500.38.5812
   181473 05/05/23 POL UNIFORMS                12.00   040201 3506               P N W CLOTHING EXPENSE 10.40.500.38.5812
   181473 05/05/23 POL UNIFORMS                12.00   040202 3496               P N W CLOTHING EXPENSE 10.40.500.38.5812
   181473 05/05/23 POL UNIFORMS                12.00   040203 3540               P N W CLOTHING EXPENSE 10.40.500.38.5812
   181473 05/05/23 POL UNIFORMS                34.00   040204 3516               P N W CLOTHING EXPENSE 10.40.500.38.5812
   181473 05/05/23 POL UNIFORMS               111.98   040205 3484               P N W ARMORY SUPPLIES  10.40.501.04.5051
   181473 05/05/23 POL UNIFORMS               111.98   040206 3483               P N W ARMORY SUPPLIES  10.40.501.04.5051
   181473 05/05/23 POL UNIFORMS               111.98   040207 3485               P N W ARMORY SUPPLIES  10.40.501.04.5051
   181473 05/05/23 POL UNIFORMS               111.98   040208 3482               P N W ARMORY SUPPLIES  10.40.501.04.5051
                                           981.68   *CHECK TOTAL
                     VENDOR TOTAL          981.68

AMERICAN DIGITAL SECURIT     004908
   181474 05/05/23 ALARM SYSTEM RPR           162.50   040162 INV0010904          P - W BUILDING MAINTEN 92.70.901.14.5571
   181474 05/05/23 ALARM SYSTEM RPR           162.50   040162 INV0010904          P - W BUILDING MAINTEN 90.70.801.14.5571
   181474 05/05/23 PKS ALARM MONITORING       147.00   040209 INV0013289          P - W MISCELLANEOUS EX 61.60.458.38.5989
   181474 05/05/23 ST ALARM MONITORING         24.95   040210 INV0013724          P - W BUILDING MAINTEN 10.70.225.14.5571
                                           496.95   *CHECK TOTAL
                     VENDOR TOTAL          496.95

AMES II/RICHARD ASHLEY       006627
   181475 05/05/23 CCTR SWIM INSTR            144.00   040211 4/25-4/30           P N W PRIVATE SWIMMING 65.60.417.08.8125

ANDERSON/SKYLAR              000612
   181476 05/05/23 CCTR SWIM INSTR             30.00   040212 2/24-5/1            P N W PRIVATE SWIMMING 65.60.417.08.8125

ARNOLD/MEADOW               .14411
   181477 05/05/23 WTR REFUND                  86.10   040261 101 1460 00 09      P - W WATER REFUNDS   90.2495

ARNOLD/THERESA              .14415
   181478 05/05/23 WTR REFUND                 130.37   040265 102 2130 00 04      P - W WATER REFUNDS   90.2495

BACKGROUND INVEST BUREAU     004179
   181479 05/05/23 PKS BACKGROUND CHECKS      598.00   040213 INV-25080           P - W RECREATION SUPPL 61.60.458.04.5004

BOUND TREE MEDICAL LLC       002300
   181480 05/05/23 FIRE EMS SUPPLIES           43.18   040164 84931034            P - W MEDICAL SUPPLIES 10.50.311.04.5003
   181480 05/05/23 FIRE EMS SUPPLIES          270.35   040165 84933605            P - W MEDICAL SUPPLIES 10.50.311.04.5003
                                           313.53   *CHECK TOTAL
                     VENDOR TOTAL          313.53

BRADY INDUSTRIES OF KANS     000081
   181481 05/05/23 2023 CUSTODIAL SUPPLIES     63.11   040310 8000582      230009 P N W MAINTENANCE MATE 10.95.140.04.5009

BRANDY ELECTRIC, INC.        000042
   181482 05/05/23 PKS SCORE BOARD          1,755.00   040214 3023               P - W BUILDING IMPROVE 61.60.458.36.7402
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT   CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

BRANDYWINE HOMES LLC         .14457
   181483 05/05/23 WTR REFUND                173.80   040307 238 1760 00 03       P - W WATER REFUNDS   90.2495

BRYANT/COLE CHRISTOPHER      000616
   181484 05/05/23 CCTR SWIM INSTR           225.00   040215 4/25-5/1            P N W PRIVATE SWIMMING 65.60.417.08.8125

BRYANT/KYLE & SADIE          .14417
   181485 05/05/23 WTR REFUND                 56.26   040267 102 3810 00 12       P - W WATER REFUNDS   90.2495

BULLINS/MAKENZE              .14453
   181486 05/05/23 WTR REFUND                121.49   040303 231 2105 00 03       P - W WATER REFUNDS   90.2495

BUNCH/ALAN                   .14423
   181487 05/05/23 WTR REFUND                 26.46   040273 118 0085 00 01       P - W WATER REFUNDS   90.2495

CARRILLO/EDMOND              .14449
   181489 05/05/23 WTR REFUND                 69.48   040299 221 6070 00 02       P - W WATER REFUNDS   90.2495

CHILDRENS MERCY HOSPITAL     005598
   181490 05/05/23 POL LAB SERVICES          915.00   040166 8000021377          P M W MISCELLANEOUS FE 10.40.500.08.5399

CHUCK ANDERSON FORD INC      006320
   181491 05/05/23 PW FORD TRUCKS         31,589.08   040311 061255       230060 P - W CAPITAL EQUIPMEN 50.70.201.36.7201

CHURCH ARCHER                .14406
   181492 05/05/23 REFUND OPEN/CLOSING     1,000.00   040167 FERN PORTER          P - W BURIAL PERMITS  73.40.3681

CITY OF NORTH KANSAS CIT     001236
   181557 05/05/23 POL RANGE USE             500.00   040216 INV-00008548         P - W ARMORY SUPPLIES 10.40.501.04.5051

CITYSCAPES PROPERTIES LL     .14437
   181493 05/05/23 WTR REFUND                 99.56   040287 204 4320 00 02       P - W WATER REFUNDS   90.2495

CLAYTON'S LAWN SERVICE L     000499
   181488 05/05/23 WWTP MOWING             1,460.00   040312 4600         230072 P N W CONTRACT LABOR  92.70.902.08.5397
   181488 05/05/23 WTP MOWING              1,410.00   040313 4601         230073 P N W CONTRACT LABOR  90.70.802.08.5397
                                       2,870.00  *CHECK TOTAL
                        VENDOR TOTAL     2,870.00

COOPER/LEAH                  .14435
   181494 05/05/23 WTR REFUND                 49.92   040285 140 0825 00 14       P - W WATER REFUNDS   90.2495

CORE & MAIN LP               008799
   181495 05/05/23 WTR INVENTORY             371.26   040163 S695163             P - W MAINS & LINES MA 90.70.801.14.5532

CRABTREE/MATTHEW             .14442
   181496 05/05/23 WTR REFUND                133.30   040292 209 0585 00 17       P - W WATER REFUNDS   90.2495

CREEDEN/BRIAN & VICKIE       .14431
   181497 05/05/23 WTR REFUND                113.35   040281 135 2090 00 02       P - W WATER REFUNDS   90.2495
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION              AMOUNT   CLAIM  INVOICE       PO#   F 9 S ACCOUNT NAME    ACCOUNT

CROSS/DAYLYNNE             .14440
   181498 05/05/23 WTR REFUND               157.51   040290 207 2320 00 04      P - W WATER REFUNDS   90.2495

CUNNINGHAM, VOGEL & ROST     008654
   181499 05/05/23 LEGAL FEES             1,021.00   040217 67777             P N W LEGAL FEES      10.20.021.08.5311
   181499 05/05/23 LEGAL FEES             2,492.56   040218 67933             P N W LEGAL FEES      10.20.021.08.5311
   181499 05/05/23 LEGAL FEES             1,465.50   040219 67778             P N W LEGAL FEES      10.20.021.08.5311
   181499 05/05/23 LEGAL FEES             2,470.00   040220 67934             P N W LEGAL FEES      10.20.021.08.5311
   181499 05/05/23 LEGAL FEES               128.77   040221 67935             P N W LEGAL FEES      10.20.021.08.5311
                                        7,577.83  *CHECK TOTAL
                     VENDOR TOTAL       7,577.83

DAVIES/CAROL               .14416
   181500 05/05/23 WTR REFUND                57.47   040266 102 3370 00 26      P - W WATER REFUNDS   90.2495

DEZURIK, INC               000650
   181501 05/05/23 WWT FREIGHT CHARGE        136.36   040168 RPI/69006224        P - W WWTR PLANT MAINT 92.70.902.14.5534

DOLLIVER/STEVEN            .14443
   181502 05/05/23 WTR REFUND                 7.38   040293 211 2240 00 23      P - W WATER REFUNDS   90.2495

DOLT/MITCHELL              .14436
   181503 05/05/23 WTR REFUND               116.89   040286 140 4010 00 02      P - W WATER REFUNDS   90.2495

DUKE'S ROOT CONTROL, INC     000303
   181504 05/05/23 WWT DEGREASER            350.00   040169 10679             P - W MAINS & LINES MA 92.70.901.14.5532

EA INVESTMENT PARTNERS       .14450
   181505 05/05/23 WTR REFUND               145.32   040300 221 7760 00 02      P - W WATER REFUNDS   90.2495

EVERNEST                   .14429
   181506 05/05/23 WTR REFUND               141.52   040279 122 1730 00 02      P - W WATER REFUNDS   90.2495

FITCHPATRICK/ALAJAH         .14426
   181507 05/05/23 WTR REFUND                57.14   040276 119 1470 00 21      P - W WATER REFUNDS   90.2495

FNF PETROLEUM              000610
   181508 05/05/23 PKS OFF ROAD DIESEL      1,815.00   040170 IFNF12656           P - W NEIGHBORHOOD PAR 11.60.415.36.7307

FP MAILING SOLUTIONS INC     004739
     1894 05/03/23 POSTAGE                1,000.00   040252 120               P - H POSTAGE        10.95.140.38.5808

FULLER/DALTON              .14433
   181509 05/05/23 WTR REFUND                45.78   040283 136 2420 00 08      P - W WATER REFUNDS   90.2495

GAINEY/KRISTINA            .14418
   181510 05/05/23 WTR REFUND               137.73   040268 103 0585 00 02      P - W WATER REFUNDS   90.2495

GALL'S INC                 005394
   181511 05/05/23 POL UNIFORM BOOTS         201.94   040171 024090181           P - W CLOTHING EXPENSE 10.40.500.38.5812
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT    CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

GALL'S INC                 005394
   181511 05/05/23 FIRE UNIFORMS              190.69    040172 024272019           P - W CLOTHING EXPENSE 10.50.301.38.5812
   181511 05/05/23 FIRE UNIFORMS              114.96    040173 024272412           P - W CLOTHING EXPENSE 10.50.301.38.5812
                                         507.59   *CHECK TOTAL
                     VENDOR TOTAL        507.59

GARY CROSSLEY FORD INC       000120
   181512 05/05/23 DD FORD RANGER SERVICE       83.63    040174 411528              P - W VEHICLE MAINTENA 10.80.153.14.5541

GIFFORD/MEGAN              000627
   181513 05/05/23 CCTR SWIM INSTR            120.00    040222 4/26-4/30           P N W PRIVATE SWIMMING 65.60.417.08.8125

GLADSTONE AUTO TRIM &        005140
   181514 05/05/23 CCTR UPHOLSTERY RPRS        675.00    040223 HW428              P - W MISC EQUIPMENT M 65.60.491.14.5559

GUILD COLLECTIVE           000147
   181515 05/05/23 MARKETING VISIT LIBERTY    4,925.00    040314 2920         230022 P N W CONSULTING SERV- 67.20.061.08.5342

HASTY AWARDS               004458
   181516 05/05/23 PKS SOCCER MEDALS           310.56    040224 04231504           P - W RECREATION SUPPL 61.60.458.04.5004

HDR ENGINEERING INC         006018
   181517 05/05/23 PW WITHERS & HOLT TRAF     1,480.00    040315 1200515531    230077 P - W TRAFFIC SIGNAL U 52.75.607.14.5626

HEARTLAND COCA-COLA         000076
   181518 05/05/23 PKS COCA COLA PRODUCTS      776.36    040316 35293603009   230028 P N W CONCESSION      61.60.458.04.5007

HEARTLAND MEADOWS OWNERS     006004
   181519 05/05/23 2023 ASSESSMENT            4,343.00    040175 570571214729        P - W OTHER MISC FEES  56.20.001.08.5365

HEARTLAND MECHANICAL SER     005408
   181520 05/05/23 ST BLDG MAINT              1,513.05    040225 14854              P - W FACILITIES MAINT 10.70.221.14.5572

HERNANDEZ/GISELL            .14410
   181521 05/05/23 WTR REFUND                   94.45    040260 101 0880 00 09      P - W WATER REFUNDS   90.2495

HICKS/RACHEL               .14412
   181522 05/05/23 WTR REFUND                  131.44    040262 101 1530 00 21      P - W WATER REFUNDS   90.2495

HILL/BRIAN                 .14428
   181523 05/05/23 WTR REFUND                  109.33    040278 119 3690 00 06      P - W WATER REFUNDS   90.2495

HILL/DAVID                 000528
   181524 05/05/23 CCTR SWIM INSTR             324.00    040226 4/29-4/30           P N W PRIVATE SWIMMING 65.60.417.08.8125

HISTORIC DOWNTOWN LIBERT     004528
   181525 05/05/23 ADMIN EVERLIGHTS SYSTEM   49,762.20    040317 032023       230079 P - W HDLI CONTRACT   67.20.061.38.5823
   181525 05/05/23 P&D HDLI CONTRACT 2023     3,333.33    040318 MAY          230007 P - W HDLI CONTRACT   67.20.061.38.5823
                                         53,095.53   *CHECK TOTAL
                     VENDOR TOTAL     53,095.53
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT   CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

ICMA                      005605
   181526 05/05/23 MEMBERSHIP RENEWAL        1,200.00   040176 147280              P - W MEMBERSHIP DUES  10.20.001.38.5811

INTERSTATE BATTERIES         005016
   181527 05/05/23 POL BATTERIES              148.90   040227 1904399012628        P - W GENERAL SUPPLIES 10.40.500.04.5001

JCI INDUSTRIES INC           006471
   181528 05/05/23 WWT MAINT                  741.00   040177 8250553             P - W WWTR PLANT MAINT 92.70.902.14.5534

JOEL REINOEHL MARKETING      000012
   181529 05/05/23 SPONSORSHIP-ADAMS TOYOTA    114.53   040178 AT0010              P N W MISCELLANEOUS FE 61.60.458.08.5399
   181529 05/05/23 SPONSORSHIP-ADAMS TOYOTA     56.23   040178 AT0010              P N W SPONSORSHIPS    65.60.491.08.5398
   181529 05/05/23 SPONSORSHIP-ADAMS TOYOTA     37.49   040178 AT0010              P N W CONTRACT LABOR   60.60.415.08.5397
   181529 05/05/23 PKS SPONSORSHIP-CAP FED  13,500.00   040228 CF003               P N W MISCELLANEOUS FE 61.60.458.08.5399
                                       13,708.25  *CHECK TOTAL
                     VENDOR TOTAL     13,708.25

JONES/BRAD                  .14413
   181530 05/05/23 WTR REFUND                  74.56   040263 101 1810 00 13       P - W WATER REFUNDS   90.2495

JONES/NATHAN                005257
   181531 05/05/23 CCTR SWIM INSTR            162.00   040229 4/30                P N W PRIVATE SWIMMING 65.60.417.08.8125
   181531 05/05/23 CCTR SWIM INSTR             52.00   040229 4/30                P N W SEMI-PRIVATE SWI 65.60.417.08.8123
                                          214.00  *CHECK TOTAL
                     VENDOR TOTAL       214.00

K C MO WATER SERVICES        003552
   181532 05/05/23 WWT SERVICES             1,602.08   040231 527657-320655        P - W SEWAGE TREATMENT 92.70.902.08.5394

KITCHS LAWNCARE & LANDSC     006136
   181533 05/05/23 CEM MOWING               2,100.00   040319 480          230055 P - W MOWING CONTRACT  73.70.226.14.5577

KLAWINSKI/PAUL              .14414
   181534 05/05/23 WTR REFUND                  47.41   040264 102 1950 00 02       P - W WATER REFUNDS   90.2495

KOHL WHOLESALE INC           000713
   181535 05/05/23 PKS CONCESSION FOOD      4,304.84   040320 376299       230040 P - W CONCESSION      61.60.458.04.5007

KONECRANES, INC             005549
   181536 05/05/23 WWT LIFT STATION INSPECT  1,560.00   040179 154829521           P - W WWTR PLANT MAINT 92.70.902.14.5534

KONICA MINOLTA BUSINESS      005910
   181537 05/05/23 COPIER LEASE               279.66   040180 499957173           P - W MAINT-OFFICE EQU 65.60.491.14.5551
   181537 05/05/23 COPIER LEASE               279.66   040180 499957173           P - W OFFICE EQUIPMENT 10.60.483.14.5551
                                          559.32  *CHECK TOTAL
                     VENDOR TOTAL       559.32

LAMBERT/OLGA                .14441
   181538 05/05/23 WTR REFUND                  91.02   040291 208 1840 00 21       P - W WATER REFUNDS   90.2495
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT    CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

LARSON/DEAN & KRISTIN        .14454
   181539 05/05/23 WTR REFUND                  25.00    040304 231 4050 00 01       P - W WATER REFUNDS   90.2495

LAWLER/KATIE                .14456
   181540 05/05/23 WTR REFUND                 114.20    040306 233 7875 00 04       P - W WATER REFUNDS   90.2495

LEGACY LIBERTY LLC          005510
   181541 05/05/23 LEGACY LIBERTY CID      263,216.22   040181 REQ 21              P N W TIF REIMBURSABLE 17.70.675.08.5365

LEINTZ LAWN & CONSTRUCTI     000566
   181542 05/05/23 CEM OPEN/CLOSING           600.00    040182 1897                P N W CONTRACT LABOR  73.70.226.08.5397

LIBERTY AGGREGATES LLC       004693
   181543 05/05/23 ROCK                       925.67    040183 21726               P - W MAINS & LINES MA 90.70.801.14.5532
   181543 05/05/23 ROCK                       378.30    040183 21726               P - W MAINS & LINES MA 92.70.901.14.5532
   181543 05/05/23 ROCK-FIRE TOWER            470.62    040184 21833               P - W BUILDING MAINTEN 58.50.325.14.5571
   181543 05/05/23 ROCK-H HWY PROJECT         263.52    040185 21833               P - W CONST CNTRCT-CLA 94.70.801.36.7510
                                           2,038.11   *CHECK TOTAL
                     VENDOR TOTAL          2,038.11

LIBERTY SOLAR, LLC          006703
   181544 05/05/23 SOLAR SERVICES           2,881.96    040230 46                  P N W ELECTRIC        61.60.458.12.5401
   181544 05/05/23 SOLAR SERVICES           7,335.33    040230 46                  P N W ELECTRIC        90.70.802.12.5401
   181544 05/05/23 SOLAR SERVICES             819.71    040230 46                  P N W ELECTRIC        92.70.902.12.5401
                                          11,037.00   *CHECK TOTAL
                     VENDOR TOTAL         11,037.00

MANN/JENNIFER               .14458
   181545 05/05/23 WTR REFUND                 400.90    040308 231 2670 00 05       P - W WATER REFUNDS   90.2495

MARLEY/TERRY                .14422
   181546 05/05/23 WTR REFUND                  36.65    040272 117 2441 00 02       P - W WATER REFUNDS   90.2495

MCCULLEY/ANGELA             .14427
   181547 05/05/23 WTR REFUND                  55.52    040277 119 1480 00 03       P - W WATER REFUNDS   90.2495

MCWILLIAMS/THERESA          .14408
   181548 05/05/23 WTR REFUND                 138.99    040258 101 0310 00 07       P - W WATER REFUNDS   90.2495

MEALS ON WHEELS             003134
   181549 05/05/23 AGING SUBSIDIZED MEALS   3,492.99    040186 #10                 P - W MEALS ON WHEELS 10.60.481.04.5064

MISSISSIPPI LIME CO INC      005761
   181550 05/05/23 WTR HYDRATED LIME        8,339.73    040321 1667697       230034 P - W CHEMICALS       90.70.802.04.5010

MO DEPT OF LABOR & INDUS     000272
   181551 05/05/23 REIMB BENEFIT              104.00    040232 5.2.2023            P - W UNEMPLOYMENT CLA 10.2208

MO VOCATIONAL ENTERPRISE     006175
   181552 05/05/23 POL FLAT PLATES            108.00    040233 665012 RI           P - W VEHICLE MAINTENA 10.40.500.14.5541
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT    CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

MOSELEY/DAVID              .14446
   181553 05/05/23 WTR REFUND                124.27    040296 220 1740 00 18       P - W WATER REFUNDS   90.2495

MOTOROLA INC               002018
   181554 05/05/23 POL EVIDENCE LIBRARY       170.82    040234 1411000782          P - W MISC EQUIPMENT M 10.40.512.14.5559
   181554 05/05/23 POL EVIDENCE LIBRARY       223.35    040235 1411001611          P - W MISC EQUIPMENT M 10.40.512.14.5559
   181554 05/05/23 POL EVIDENCE LIBRARY       229.14    040236 1411001743          P - W MISC EQUIPMENT M 10.40.512.14.5559
   181554 05/05/23 POL EVIDENCE LIBRARY       237.75    040237 1411001981          P - W MISC EQUIPMENT M 10.40.512.14.5559
   181554 05/05/23 POL EVIDENCE LIBRARY       244.62    040238 1411002290          P - W MISC EQUIPMENT M 10.40.512.14.5559
   181554 05/05/23 POL EVIDENCE LIBRARY       252.93    040239 1411003018          P - W MISC EQUIPMENT M 10.40.512.14.5559
                                        1,358.61   *CHECK TOTAL
                     VENDOR TOTAL      1,358.61

MTS CONTRACTING INC         008127
   181555 05/05/23 PKS EXTERIOR IMPROVEMENT 121,523.99   040322 22-4452D      220113 P - W BUILDING IMPROVE 54.60.415.36.7402

NAYLOR/MICHAEL             .14439
   181556 05/05/23 WTR REFUND                140.89    040289 204 5340 00 21       P - W WATER REFUNDS   90.2495

NORTHPOINT ASSET MGMT LL     .14445
   181558 05/05/23 WTR REFUND                 88.62    040295 220 1670 00 06       P - W WATER REFUNDS   90.2495

NPG NEWSPAPERS INC          000221
   181559 05/05/23 DD LEGAL NOTICE            26.17    040187 6739687             P - W LEGAL ADS      10.80.151.08.5379

OLSSON ASSOCIATES           009235
   181560 05/05/23 P&D COMPREHENSIVE PLAN    2,899.63   040323 455330        220091 P - W COMPREHENSIVE PL 56.70.630.38.5850

OPUS DESIGN BUILD          .14459
   181561 05/05/23 WTR REFUND                 69.28    040309 239 3537 00 01       P - W WATER REFUNDS   90.2495

OUTDOOR RESTROOMS LLC       003763
   181562 05/05/23 PKS PORT A POTS           180.00    040240 6955464             P - W RECREATION SUPPL 61.60.458.04.5004
   181562 05/05/23 PKS PORT A POTS           225.00    040241 695465              P - W RENTAL         60.60.420.18.5611
                                          405.00   *CHECK TOTAL
                     VENDOR TOTAL        405.00

PACE ANALYTICAL SERVICES     005664
   181563 05/05/23 WTR CHEMICAL TESTING     1,191.00   040324 2360182477    230074 P - W LAB FEES       90.70.802.08.5365

PAHMAHMIE/FRED             .14407
   181564 05/05/23 PKS REFUND ENROLLMENT      28.75    040242 1819918             P - W REFUNDS PAYABLE  61.2265

PITTS/KELLY                .14452
   181565 05/05/23 WTR REFUND                120.01    040302 230 9830 00 02       P - W WATER REFUNDS   90.2495

PRECISION CONSTRUCTION &     005782
   181566 05/05/23 PW 2023 FLATWORK        85,812.84   040325 233006-1      230056 P - W OVERLAY PROGRAM  50.75.604.36.7515
   181566 05/05/23 RETAINAGE              4,920.64CR  040326 RETAINAGE           P - W RETAINAGE PAYABL 50.2115
                                         80,892.20   *CHECK TOTAL
                     VENDOR TOTAL     80,892.20
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT    CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

PROFESSIONAL PEST SOLUTI     006333
   181567 05/05/23 FIRE PEST CONTROL           30.00    040188 11999              P - W PEST CONTROL/MOP 10.50.300.08.5369
   181567 05/05/23 FIRE PEST CONTROL           30.00    040189 11998              P - W PEST CONTROL/MOP 10.50.300.08.5369
   181567 05/05/23 FIRE PEST CONTROL           30.00    040190 11997              P - W PEST CONTROL/MOP 10.50.300.08.5369
   181567 05/05/23 ACTL PEST CONTROL           60.00    040191 12001              P - W BUILDING MAINT S 10.20.051.04.5008
   181567 05/05/23 PEST CONTROL               22.50    040192 12002              P - W BUILDING MAINTEN 90.70.801.14.5571
   181567 05/05/23 PEST CONTROL               22.50    040192 12002              P - W BUILDING MAINTEN 92.70.902.14.5571
   181567 05/05/23 PEST CONTROL              141.00    040193 12004              P - W BUILDING MAINTEN 65.60.491.14.5571
   181567 05/05/23 PWK PEST CONTROL            43.00    040243 12000              P - W BUILDING MAINTEN 10.70.225.14.5571
                                          379.00   *CHECK TOTAL
                     VENDOR TOTAL        379.00

REJIS COMMISSION            006030
   181568 05/05/23 MOBILE TICKET INTERFACE     118.00    040194 506072             P - W MISCELLANEOUS FE 10.20.131.08.5399
   181568 05/05/23 POL SUBSCRIPTION           911.77    040195 506328             P - W REGIONAL ALERT S 10.40.512.08.5393
                                        1,029.77   *CHECK TOTAL
                     VENDOR TOTAL       1,029.77

REPUBLIC SERVICES #468       008397
   181569 05/05/23 SOLID WASTE COLLECTION  128,388.28    040196 3-0468-0011069       P - W NEIGHBORHOOD COL 98.70.227.08.5381
   181569 05/05/23 RECYCLING COLLECTION     38,497.09    040196 3-0468-0011069       P - W NEIGHBORHOOD COL 98.70.227.08.5381
                                      166,885.37   *CHECK TOTAL
                     VENDOR TOTAL     166,885.37

RICOH USA, INC              000314
   181570 05/05/23 POL COPIER LEASE           153.81    040197 37926587           P - W COPIER LEASE & U 10.40.512.04.5110

RICOH USA, INC              007683
   181571 05/05/23 POL COPIER LEASE           153.81    040244 107146925          P - W COPIER LEASE & U 10.40.512.04.5110

RIEKES EQUIPMENT            000244
   181572 05/05/23 WTR CRANE TRUCK            697.70    040198 HWO002756-1        P - W MISC EQUIPMENT M 90.70.801.14.5559
   181572 05/05/23 EQUIP MAINT #131           315.00    040199 HWO002769-1        P - W MISC EQUIPMENT M 90.70.801.14.5559
   181572 05/05/23 EQUIP MAINT #131           105.00    040199 HWO002769-1        P - W MISC EQUIPMENT M 92.70.901.14.5559
                                        1,117.70   *CHECK TOTAL
                     VENDOR TOTAL       1,117.70

RS RENTAL 1 LLC             .14438
   181573 05/05/23 WTR REFUND                 104.48    040288 204 4580 00 03     P - W WATER REFUNDS   90.2495

SALMON/JEAN                 .14420
   181574 05/05/23 WTR REFUND                  17.65    040270 103 0745 00 01     P - W WATER REFUNDS   90.2495

SCHOELLER PLUMBING          005042
   181575 05/05/23 CCTR HOT WTR HEATER RPRS  2,400.00    040327 3650               P - W BUILDING MAINTEN 65.60.491.14.5571

SFR HOLDINGS II LLC         .14424
   181576 05/05/23 WTR REFUND                 128.87    040274 118 2905 00 05     P - W WATER REFUNDS   90.2495
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT   CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

SISSON/TRENT & KRYSTAL       .14448
   181577 05/05/23 WTR REFUND                 21.34   040298 221 5070 00 04       P - W WATER REFUNDS   90.2495

SMITH/BRANDON              .14432
   181578 05/05/23 WTR REFUND                 56.93   040282 136 0920 00 02       P - W WATER REFUNDS   90.2495

SMITH/VALERIE              .14421
   181579 05/05/23 WTR REFUND                176.89   040271 117 1735 00 03       P - W WATER REFUNDS   90.2495

SPECTRUM BUSINESS          004364
   181580 05/05/23 POL CABLE SERVICE         100.00   040245 0333316041723        P N W REGIONAL ALERT S 10.40.512.08.5393

STEARNS/JUSTIN             .14451
   181581 05/05/23 WTR REFUND                 65.98   040301 226 0045 00 08       P - W WATER REFUNDS   90.2495

STEVENS/ELIZABETH          .14419
   181582 05/05/23 WTR REFUND                 17.76   040269 103 0655 00 05       P - W WATER REFUNDS   90.2495

STRATUS BUILDING SOLUTIO     000460
   181583 05/05/23 PKS CUSTODIAL SERVICES    4,050.00   040328 5996052       230039 P N W CONTRACT LABOR   65.60.491.08.5397

SUDMANN/ASHLEY ELIZABETH     006541
   181584 05/05/23 CCTR SWIM INSTR            34.00   040246 4/28               P N W PRIVATE SWIMMING 65.60.417.08.8125

SUMNERONE INC              005662
   181585 05/05/23 COPIER LEASE               10.63   040247 3555480            P - W GENERAL SUPPLIES 90.70.801.04.5001
   181585 05/05/23 COPIER LEASE               10.63   040247 3555480            P - W GENERAL SUPPLIES 92.70.901.04.5001
   181585 05/05/23 COPIER LEASE               10.63   040247 3555480            P - W GENERAL SUPPLIES 92.70.902.04.5001
   181585 05/05/23 POL MAINT KIT             355.32   040248 3562211            P - W GENERAL SUPPLIES 10.40.500.04.5001
                                        387.21   *CHECK TOTAL
                     VENDOR TOTAL       387.21

SUTTON/KATELYN DANIELLE      000327
   181586 05/05/23 CCTR SWIM INSTR            20.00   040249 4/25-5/1           P N W PRE-SEASON CONDI 65.60.417.08.8114
   181586 05/05/23 CCTR SWIM INSTR            16.00   040249 4/25-5/1           P N W PRIVATE SWIMMING 65.60.417.08.8125
   181586 05/05/23 CCTR SWIM INSTR            40.00   040249 4/25-5/1           P N W SWIM TEAM BASICS 65.60.417.08.8121
   181586 05/05/23 CCTR SWIM INSTR            75.00   040249 4/25-5/1           P N W SWIM TEAM COMPET 65.60.417.08.8113
   181586 05/05/23 CCTR SWIM INSTR            50.00   040249 4/25-5/1           P N W SWIM TEAM BASICS 65.60.417.08.8121
                                        201.00   *CHECK TOTAL
                     VENDOR TOTAL       201.00

SWANSON/JENNIFER           .14409
   181587 05/05/23 WTR REFUND                101.97   040259 101 0520 00 05       P - W WATER REFUNDS   90.2495

SYNERGY SERVICES INC         005964
   181588 05/05/23 DOMESTIC VIOLENCE FUND    585.00   040250 APRIL 2023           P - W DOMESTIC VIOLENC 10.2472

THE HOME CONNECTION          .14444
   181589 05/05/23 WTR REFUND                  8.60   040294 212 0410 00 29       P - W WATER REFUNDS   90.2495
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT   CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

THOMAN/BRUCE                .14425
   181590 05/05/23 WTR REFUND                  15.53   040275 119 1190 00 03       P - W WATER REFUNDS   90.2495

TOWN AND COUNTRY BUILDIN     007143
   181591 05/05/23 2023 CITY HALL JANITORIA  2,380.00   040329 00154911      230027 P - W CONTRACT LABOR  10.70.221.08.5397

TRAFFIC CONTROL CORPORAT     000656
   181592 05/05/23 ST LIGHTS MAINT          1,000.00   040330 143029             P - W TRANSPORTATION E 52.80.151.08.5420

UMLING/ADAM                 .14455
   181593 05/05/23 WTR REFUND                  56.94   040305 233 7665 00 12       P - W WATER REFUNDS   90.2495

VALVOLINE LLC               005460
   181594 05/05/23 POL #204 OIL CHANGE         34.99   040331 53932              P - W VEHICLE MAINTENA 10.40.500.14.5541
   181594 05/05/23 POL #201 OIL CHANGE         34.99   040332 54286              P - W VEHICLE MAINTENA 10.40.500.14.5541
   181594 05/05/23 POL #203 OIL CHANGE         34.99   040333 54244              P - W VEHICLE MAINTENA 10.40.500.14.5541
   181594 05/05/23 POL #228 OIL CHANGE         54.98   040334 54283              P - W VEHICLE MAINTENA 10.40.500.14.5541
                                          159.95   *CHECK TOTAL
                     VENDOR TOTAL        159.95

VANCE BROTHERS INC          000957
   181595 05/05/23 ST ASPHALT              1,152.00   040335 IG00019479         P - W ASPHALT-STREET R 50.75.607.14.5621
   181595 05/05/23 ST ASPHALT                799.26   040336 IG00019506         P - W ASPHALT-STREET R 50.75.607.14.5621
   181595 05/05/23 ST ASPHALT                793.98   040337 IG00019538         P - W ASPHALT-STREET R 50.75.607.14.5621
                                        2,745.24   *CHECK TOTAL
                     VENDOR TOTAL       2,745.24

VB SIX LLC                  .14430
   181596 05/05/23 WTR REFUND                  92.92   040280 135 0220 00 05       P - W WATER REFUNDS   90.2495

VISION CARE DIRECT          004154
   181469 05/03/23 VOIDED CHECK            3,000.00CR  040253 INV51745           P - H VEHICLE CHANGEOV 10.40.500.18.5606
   181469 05/03/23 VOIDED CHECK              450.00CR  040254 INV87796           P - H VEHICLE CHANGEOV 10.40.500.18.5606
   181469 05/03/23 VOIDED CHECK              300.00CR  040255 INV87797           P - H VEHICLE CHANGEOV 10.40.500.18.5606
   181469 05/03/23 VOIDED CHECK            3,000.00CR  040256 INV87816           P - H VEHICLE CHANGEOV 10.40.500.18.5606
   181469 05/03/23 VOIDED CHECK            4,500.00CR  040257 INV97989           P - H VEHICLE CHANGEOV 10.40.500.18.5606
                                       11,250.00CR *CHECK TOTAL
                     VENDOR TOTAL      11,250.00CR

VISION UPFITTERS            000487
   181597 05/05/23 POL #218 CHANGEOVER      3,000.00   040338 INV51745           P - W VEHICLE CHANGEOV 10.40.500.18.5606
   181597 05/05/23 POL #223 CHANGEOVER      3,000.00   040339 INV87816           P - W VEHICLE CHANGEOV 10.40.500.18.5606
   181597 05/05/23 POL #210 CHANGEOVER        450.00   040340 INV87796           P - W VEHICLE CHANGEOV 10.40.500.18.5606
   181597 05/05/23 POL #204 CHANGEOVER        300.00   040341 INV87797           P - W VEHICLE CHANGEOV 10.40.500.18.5606
   181597 05/05/23 POL #205 CHANGEOVER      4,500.00   040342 INV97989           P - W VEHICLE CHANGEOV 10.40.500.18.5606
                                       11,250.00   *CHECK TOTAL
                     VENDOR TOTAL      11,250.00

WASHBURN/SARAH              .14434
   181598 05/05/23 WTR REFUND                  25.00   040284 140 0210 00 14       P - W WATER REFUNDS   90.2495
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VENDOR NAME AND NUMBER									
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9 S	ACCOUNT NAME	ACCOUNT
WEBB/DANIEL .14447										
181599	05/05/23	WTR REFUND	140.89	040297	221 1831 00 05				P - W WATER REFUNDS	90.2495
3CMA 007305										
181600	05/05/23	ANNUAL MEMBERSHIP	400.00	040160	2519				P - W MEMBERSHIP DUES	10.20.031.38.5811

MAY 12TH CHECKS

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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT   CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

ADVANCED EXERCISE EQUIPM     008621
   181601 05/12/23 PKS EXERCISE EQUIPMENT   41,331.90   040408 45191        230019 F - W MINOR EQUIPMENT  65.60.491.18.5601

ALL COPY PRODUCTS, INC.      000492
   181602 05/12/23 PKS POSTAGE LEASE          225.78   040344 33973190           P - W OFFICE EQUIPMENT 60.60.415.14.5551

ALTERATIONS & CUSTOM SEW     005482
   181603 05/12/23 POL UNIFORMS               26.00   040368 3568               P N W CLOTHING EXPENSE 10.40.500.38.5812
   181603 05/12/23 POL UNIFORMS               86.00   040369 3054               P N W CLOTHING EXPENSE 10.40.500.38.5812
   181603 05/12/23 POL UNIFORMS               86.00   040370 3125               P N W CLOTHING EXPENSE 10.40.500.38.5812
                                         198.00   *CHECK TOTAL
                     VENDOR TOTAL        198.00

AMERICAN DIGITAL SECURIT     004908
   181604 05/12/23 T&L REPL BATTERY          130.00   040345 INV0013957          P - W FACILITIES SECUR 10.90.132.14.5554

AMERIGLASS CLEANING INC      006196
   181605 05/12/23 FIRE WINDOW CLEANING       80.00   040346 181651              P - W BUILDING MAINTEN 10.50.300.14.5571

AMES II/RICHARD ASHLEY       006627
   181606 05/12/23 CCTR SWIM INSTR           192.00   040371 5/3-5/7            P N W PRIVATE SWIMMING 65.60.417.08.8125
   181606 05/12/23 CCTR SWIM INSTR            24.00   040371 5/3-5/7            P N W SEMI-PRIVATE SWI 65.60.417.08.8123
                                         216.00   *CHECK TOTAL
                     VENDOR TOTAL        216.00

ANDERSON/SKYLAR              000612
   181607 05/12/23 CCTR SWIM INSTR            45.00   040372 5/6-5/7            P N W PRIVATE SWIMMING 65.60.417.08.8125

BAJA IMAGE                   000661
   181608 05/12/23 POL #207 DENT RPR         450.00   040409 3564               P - W VEHICLE MAINTENA 10.40.500.14.5541

BARTS ELECTRIC CO INC        002795
   181609 05/12/23 CCTR HOT TUB BUTTON RPRS   420.23   040347 26213              P - W BUILDING MAINTEN 65.60.491.14.5571

BOONE/BRADLEY JASON          007562
     1896 05/10/23 NETWORK/SEC SERVICES     6,621.50   040366 056                P N H CONTRACT LABOR  10.90.132.08.5397

BRADY INDUSTRIES OF KANS     000081
   181610 05/12/23 2023 CUSTODIAL SUPPLIES    933.83   040410 8006167      230009 P N W MAINTENANCE MATE 10.95.140.04.5009
   181610 05/12/23 2023 CUSTODIAL SUPPLIES    306.08   040411 8015551      230009 P N W MAINTENANCE MATE 10.95.140.04.5009
                                       1,239.91   *CHECK TOTAL
                     VENDOR TOTAL      1,239.91

BRINK'S INCORPORATED         006469
   181611 05/12/23 COURIER SERVICE           127.36   040412 12275007           P - W FINANCIAL SERVIC 10.30.130.08.5346
   181611 05/12/23 COURIER SERVICE            95.52   040412 12275007           P - W FINANCIAL SERVIC 61.60.458.08.5346
   181611 05/12/23 COURIER SERVICE           114.63   040412 12275007           P - W FINANCIAL SERVIC 90.30.133.08.5346
   181611 05/12/23 COURIER SERVICE           146.47   040412 12275007           P - W FINANCIAL SERVIC 92.30.134.08.5346
   181611 05/12/23 COURIER SERVICE            57.32   040412 12275007           P - W FINANCIAL SERVIC 98.30.135.08.5346
   181611 05/12/23 COURIER SERVICE            95.52   040412 12275007           P - W FINANCIAL SERVIC 65.60.491.08.5346
                                         636.82   *CHECK TOTAL
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT    CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

BRINK'S INCORPORATED        006469
                      VENDOR TOTAL        636.82

BRYANT/COLE CHRISTOPHER      000616
   181612 05/12/23 CCTR SWIM INSTR            210.00   040373 5/2-5/8            P N W PRIVATE SWIMMING 65.60.417.08.8125

CAPPS/THOMAS               005746
   181613 05/12/23 MMACJA CONF                343.51   040374 5/23-5/26          P - W TRAINING TRAVEL  10.20.131.06.5210

CARPET ANEW LLC            000351
   181614 05/12/23 CCTR CARPET CLEANING       469.80   040348 11732              P - W BUILDING MAINTEN 65.60.491.14.5571

CAVALLO/MEGAN              006724
   181615 05/12/23 GFOA CONF/TRAINING         310.56   040375 5/20-5/24          P - W TRAINING TRAVEL  10.30.130.06.5210

CCS PRESENTATION SYSTEMS     000660
   181616 05/12/23 T&L AV WORK             1,430.00   040413 002011             P - W IT MAINTENANCE & 10.90.132.14.5555

CENTRAL JACKSON CO FPD       008355
   181617 05/12/23 FIRE CPR CARDS             610.00   040349 TC23-087           P - W CPR TRAINING SUP 10.50.315.04.5025

CHUCK ANDERSON FORD INC      006320
   181618 05/12/23 ST #701 VEH MAINT        2,253.70   040376 FOCS169967         P - W VEHICLE MAINTENA 10.70.225.14.5541

CIVIC PLUS INC             008846
   181619 05/12/23 T&L WEBSITE SW          11,461.12   040377 258861             P - W INTERNET SERVICE 10.90.132.08.5304
   181619 05/12/23 T&L WEBSITE SW           3,820.38   040377 258861             P - W OTHER PREPAYMENT 10.1810
                                       15,281.50   *CHECK TOTAL
                      VENDOR TOTAL     15,281.50

CLAY COUNTY                000349
   181620 05/12/23 TOURISM GRANT           1,445.00   040350 REIMB              P - W CONTRIBUTIONS TO 67.20.061.38.5807

COMMERCIAL AQUATIC SERVI     007993
   181621 05/12/23 CCTR HOT TUB HEATER RPRS    440.51   040378 46295-1            P - W BUILDING MAINTEN 65.60.491.14.5571
   181621 05/12/23 CCTR HOT TUB HEATER RPRS    580.58   040414 46297-1            P - W BUILDING MAINTEN 65.60.491.14.5571
   181621 05/12/23 CCTR HOT TUB HEATER RPRS    350.00   040415 46171-1            P - W BUILDING MAINTEN 65.60.491.14.5571
                                        1,371.09   *CHECK TOTAL
                      VENDOR TOTAL      1,371.09

CONTINENTAL RESEARCH COR     007893
   181622 05/12/23 CCTR CHEMICALS             290.69   040379 0044377            P - W MAINTENANCE MATE 65.60.491.04.5009

CUSTOM GRAPHICS LLC          006668
   181623 05/12/23 PKS YOUTH SPORTS APPAREL    585.00   040416 1176         230042 P N W RECREATION SUPPL 61.60.458.04.5004

CY YOUNG INDUSTRIES, INC     000605
   181624 05/12/23 CCTR SEAT REFURBISHMENT   5,000.00   040380 19401              P - W CONTRACT LABOR   65.60.491.08.5397
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT    CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

DELL MARKETING LP           000189
   181625 05/12/23 T&L DOCKS                2,584.62   040381 10666745630         P N W MINOR COMPUTER E 10.90.132.18.5605

DREXEL TECHNOLOGIES         002272
   181626 05/12/23 T&L PLOTTER PAPER          120.00   040351 INV104861           P - W MAINT-OFFICE EQU 10.90.132.14.5551

EDWARDS CHEMICALS           006547
   181682 05/12/23 CCTR POOL CHEMICALS       2,038.35   040382 IN112685            P - W CHEMICALS       65.60.491.04.5010

ENSZ & JESTER PC            004522
   181627 05/12/23 EMP ATTY SERVICES          192.50   040383 5.1.23              P N W MISCELLANEOUS FE 10.25.011.08.5399

FIRE RECOVERY EMS LLC       005342
   181629 05/12/23 AMB BILLING CHARGES      10,267.24   040384 052023LYMO          P N W CONTRACT LABOR-A 10.95.140.08.5397

FLEX MADE EASY              005921
   181630 05/12/23 FLEX SPENDING ACCT FEES      48.00   040352 LIB APRIL 2023      P N W MISCELLANEOUS FE 10.25.011.08.5399

FNF PETROLEUM               000610
   181631 05/12/23 PKS FUEL                 1,515.00   040353 IFNF12702           P - W NEIGHBORHOOD PAR 11.60.415.36.7307

FOLEY EQUIPMENT CO INC      006120
   181632 05/12/23 ST #148 PARTS              654.23   040385 SS700104627         P - W VEHICLE MAINTENA 10.70.225.14.5541

FORCE AMERICA               007242
   181633 05/12/23 ST PARTS                   824.65   040386 001-1722813         P - W VEHICLE MAINTENA 10.70.225.14.5541

FOSTER BROS WOOD PRODUCT    005203
   181634 05/12/23 PKS PLAYGROUND MULCH      1,885.50   040354 17554               P - W PLAYGROUND/SPRAY 60.60.420.14.5582

FP MAILING SOLUTIONS INC    004739
     1895 05/10/23 METER POSTAGE              478.49   040367 CCTR                P - H POSTAGE         65.60.491.38.5808
     1895 05/10/23 METER POSTAGE              132.35   040367 CCTR                P - H POSTAGE         60.60.415.38.5808
     1895 05/10/23 METER POSTAGE            1,389.16   040367 CCTR                P - H POSTAGE         10.30.130.38.5808
                                        2,000.00   *CHECK TOTAL
                      VENDOR TOTAL      2,000.00

FRICK/RUSSELL               005694
   181668 05/12/23 CEM BLACK DIRT-3 LOADS       750.00   040355 752231              P N W GROUNDS/LANDSCAP 73.70.226.14.5575

G W VAN KEPPEL CO           005267
   181635 05/12/23 EQUIP FREIGHT-H HWY PROJ   1,140.00   040387 SIM-3120            P - W CONST CNTRCT-CLA 94.70.801.36.7510

GALL'S INC                  005394
   181636 05/12/23 POL CAPTAIN BARS            17.68   040388 024330264           P - W CLOTHING EXPENSE 10.40.500.38.5812
   181636 05/12/23 POL UNIFORM BOOTS          199.95   040389 024213144           P - W CLOTHING EXPENSE 10.40.500.38.5812
   181636 05/12/23 POL UNIFORM BOOTS          147.99   040390 024272268           P - W CLOTHING EXPENSE 10.40.500.38.5812
                                          365.62   *CHECK TOTAL
                      VENDOR TOTAL        365.62
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT   CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

GENES TIRE & SERVICE CEN     004477
   181637 05/12/23 POL TIRES,VALVE STEM       143.74   040391 096896              P - W VEHICLE MAINTENA 10.40.500.14.5541

GIFFORD/MEGAN              000627
   181638 05/12/23 CCTR SWIM INSTR            30.00   040392 5/7                P N W PRIVATE SWIMMING 65.60.417.08.8125

GULF STATES DISTRIBUTORS     005859
   181639 05/12/23 POL FIREARM PARTS         319.00   040417 1443856-IN          P - W ARMORY SUPPLIES  10.40.501.04.5051

HEARTLAND COCA-COLA         000076
   181640 05/12/23 PKS COCA COLA PRODUCTS     940.69   040418 35380279035   230028 P N W CONCESSION      61.60.458.04.5007

HEARTLAND MECHANICAL SER     005408
   181641 05/12/23 WTP MAINT              1,179.94   040393 14844              P - W WATER PLANT MAIN 90.70.802.14.5534
   181641 05/12/23 2023 HVAC MAINT & REPAIR  1,630.00   040419 14861        230010 P - W BUILDING MAINTEN 10.95.140.14.5571
   181641 05/12/23 2023 HVAC MAINT & REPAIR    636.00   040420 14864        230010 P - W BUILDING MAINTEN 10.95.140.14.5571
   181641 05/12/23 2023 HVAC MAINT & REPAIR  2,778.00   040421 14863        230010 P - W BUILDING MAINTEN 10.95.140.14.5571
                                     6,223.94   *CHECK TOTAL
                     VENDOR TOTAL      6,223.94

HELGET GAS PRODUCTS         006305
   181642 05/12/23 FIRE OXYGEN                28.26   040356 02018081           P - W CHEMICALS      10.50.311.04.5010

HILL/DAVID                 000528
   181643 05/12/23 CCTR SWIM INSTR           252.00   040394 5/6-5/7            P N W PRIVATE SWIMMING 65.60.417.08.8125
   181643 05/12/23 CCTR SWIM INSTR           156.00   040394 5/6-5/7            P N W SEMI-PRIVATE SWI 65.60.417.08.8123
                                       408.00   *CHECK TOTAL
                     VENDOR TOTAL       408.00

HYDEMAN CO/THE             003544
   181644 05/12/23 SIGNATURE PLATES          303.93   040422 IN134055           P - W ELECTION EXPENSE 10.95.140.08.5391

IDEKER INC                 005268
   181645 05/12/23 ST ASPHALT             1,107.15   040395 22169              P - W ASPHALT-STREET R 50.75.607.14.5621

IMPACT POWER TECHNOLOGIE     000659
   181646 05/12/23 POL RECHARGE BATTERIES    1,121.56   040423 12473              P N W MINOR EQUIPMENT  10.40.500.18.5601
   181646 05/12/23 FIRE RECHARGE BATTERIES   1,121.56   040423 12473              P N W RADIO MAINTENANC 10.50.301.14.5552
                                     2,243.12   *CHECK TOTAL
                     VENDOR TOTAL      2,243.12

ITS KANSAS CITY SUBSIDIA     000658
   181647 05/12/23 REPL CONTACTOR            113.75   040424 MS-ITK-23-0118      P N W BUILDING MAINTEN 90.70.801.14.5571
   181647 05/12/23 REPL CONTACTOR            113.75   040424 MS-ITK-23-0118      P N W BUILDING MAINTEN 92.70.901.14.5571
   181647 05/12/23 REPL CONTACTOR            113.75   040424 MS-ITK-23-0118      P N W BUILDING MAINTEN 92.70.902.14.5571
                                       341.25   *CHECK TOTAL
                     VENDOR TOTAL       341.25

JONES/NATHAN               005257
   181648 05/12/23 CCTR SWIM INSTR           144.00   040396 5/7                P N W PRIVATE SWIMMING 65.60.417.08.8125
   181648 05/12/23 CCTR SWIM INSTR            52.00   040396 5/7                P N W SEMI-PRIVATE SWI 65.60.417.08.8123
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT    CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

JONES/NATHAN                005257
                                          196.00   *CHECK TOTAL
                       VENDOR TOTAL       196.00

K C AREA DEVELOPMENT COU     003740
   181649 05/12/23 ANNUAL MEMBERSHIP       25,000.00   040397 110863000           P - W OTHER MISC FEES  56.20.001.08.5365

KITCHS LAWNCARE & LANDSC     006136
   181650 05/12/23 CEM MOWING              2,100.00   040425 521          230055 P - W MOWING CONTRACT  73.70.226.14.5577

KOHL WHOLESALE INC           000713
   181651 05/12/23 PKS CONCESSION FOOD      3,156.16   040426 381336       230040 P - W CONCESSION      61.60.458.04.5007

LAMAR COMPANIES/THE          005165
   181652 05/12/23 BILLBOARD ADS           1,750.00   040357 114698238           P N W ADVERTISING     67.20.061.08.5371

LIBERTY AGGREGATES LLC       004693
   181653 05/12/23 PKS ROCK-PICKLEBALL        486.29   040358 22019               P - W NEIGHBORHOOD PAR 11.60.415.36.7307

LINEAGE MAILING SERVICES     000391
   181654 05/12/23 UTIL BILL PROCESSING        66.86   040427 203423              P N W OUTSIDE PRINTING 90.30.133.04.5120
   181654 05/12/23 UTIL BILL PROCESSING        66.85   040427 203423              P N W OUTSIDE PRINTING 92.30.134.04.5120
   181654 05/12/23 UTIL BILL POSTAGE          203.64   040427 203423              P N W POSTAGE        90.30.133.38.5808
   181654 05/12/23 UTIL BILL POSTAGE          203.64   040427 203423              P N W POSTAGE        92.30.134.38.5808
   181654 05/12/23 UTIL BILL PROCESSING       400.14   040428 203421              P N W OUTSIDE PRINTING 90.30.133.04.5120
   181654 05/12/23 UTIL BILL PROCESSING       400.14   040428 203421              P N W OUTSIDE PRINTING 92.30.134.04.5120
   181654 05/12/23 UTIL BILL POSTAGE        1,012.35   040428 203421              P N W POSTAGE        90.30.133.38.5808
   181654 05/12/23 UTIL BILL POSTAGE        1,012.35   040428 203421              P N W POSTAGE        92.30.134.38.5808
   181654 05/12/23 UTIL BILL PROCESSING        56.63   040429 203424              P N W OUTSIDE PRINTING 90.30.133.04.5120
   181654 05/12/23 UTIL BILL PROCESSING        56.62   040429 203424              P N W OUTSIDE PRINTING 92.30.134.04.5120
   181654 05/12/23 UTIL BILL POSTAGE          161.43   040429 203424              P N W POSTAGE        90.30.133.38.5808
   181654 05/12/23 UTIL BILL POSTAGE          161.42   040429 203424              P N W POSTAGE        92.30.134.38.5808
   181654 05/12/23 UTIL BILL PROCESSING       358.79   040430 203422              P N W OUTSIDE PRINTING 90.30.133.04.5120
   181654 05/12/23 UTIL BILL PROCESSING       358.79   040430 203422              P N W OUTSIDE PRINTING 92.30.134.04.5120
   181654 05/12/23 UTIL BILL POSTAGE          902.97   040430 203422              P N W POSTAGE        90.30.133.38.5808
   181654 05/12/23 UTIL BILL POSTAGE          902.96   040430 203422              P N W POSTAGE        92.30.134.38.5808
                                          6,325.58   *CHECK TOTAL
                       VENDOR TOTAL       6,325.58

LOGICALIS, INC.              000657
   181655 05/12/23 T&L SMARTNET RENEWAL    12,434.69   040398 IN217375             P - W IT MAINTENANCE & 10.90.132.14.5555
   181655 05/12/23 T&L SMARTNET RENEWAL     4,144.90   040398 IN217375             P - W OTHER PREPAYMENT 10.1810
   181655 05/12/23 T&L CISCO IPT PHONES     3,638.18   040399 IN217453             P - W TELEPHONE SYSTEM 10.90.132.14.5586
                                         20,217.77   *CHECK TOTAL
                       VENDOR TOTAL      20,217.77

MIDWEST DIESEL PERFORMAN     000533
   181656 05/12/23 WTR BACKHOE MAINT         759.59   040400 1389                P - W MISC EQUIPMENT M 90.70.801.14.5559
   181656 05/12/23 WWT BACKHOE MAINT         759.59   040400 1389                P - W MISC EQUIPMENT M 90.70.801.14.5559
                                          1,519.18   *CHECK TOTAL
                       VENDOR TOTAL       1,519.18
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT    CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

MIDWEST OFFICE TECHNOLOG     008612
   181657 05/12/23 COPER USAGE                191.67    040359 INST360070          P - W COPIER LEASE & U 10.20.001.04.5110

MILLS/SHANNON              006669
   181658 05/12/23 COURT MACA CONF            453.68    040401 5/22-5/23           P - W TRAINING TRAVEL  10.20.131.06.5210

MISSISSIPPI LIME CO INC      005761
   181659 05/12/23 WTR HYDRATED LIME        8,043.86    040431 1669114       230034 P - W CHEMICALS       90.70.802.04.5010

MITY-LITE, INC.            006316
   181660 05/12/23 CCTR ROUND TABLES        2,371.50    040360 00160092            P - W MINOR EQUIPMENT  65.60.491.18.5601
   181660 05/12/23 AGING ROUND TABLES       2,371.50    040360 00160092            P - W MINOR EQUIPMENT  10.60.483.18.5601
                                        4,743.00   *CHECK TOTAL
                       VENDOR TOTAL      4,743.00

MO ONE CALL SYSTEM INC       004393
   181661 05/12/23 UTIL LOCATES               382.73    040402 3040216             P - W MISSOURI ONE CAL 90.70.801.08.5305
   181661 05/12/23 UTIL LOCATES               382.72    040402 3040216             P - W MISSOURI ONE CAL 92.70.901.08.5305
                                          765.45   *CHECK TOTAL
                       VENDOR TOTAL        765.45

MOAZ CONSTRUCTION INC        006100
   181662 05/12/23 WWT CONCRETE               350.63    040403 101                 P - W MAINS & LINES MA 92.70.901.14.5532

NPG NEWSPAPERS INC           000221
   181663 05/12/23 FIN SUBSCRIPTION            51.00    040432 350394              P - W ADVERTISING     10.30.130.08.5371

PACE ANALYTICAL SERVICES     005664
   181664 05/12/23 WWTP LAB SERVICES        1,079.90    040433 2360182775    230015 P - W LAB FEES        92.70.902.08.5365
   181664 05/12/23 WWTP LAB SERVICES          658.70    040434 2360183064    230015 P - W LAB FEES        92.70.902.08.5365
                                        1,738.60   *CHECK TOTAL
                       VENDOR TOTAL      1,738.60

PRINTING UNLIMITED           004763
   181665 05/12/23 BUSINESS CARDS             178.32    040361 69141               P - W GENERAL SUPPLIES 10.10.101.04.5001

PUBLIC WATER DIST #5         002759
   181666 05/12/23 WTR SERVICE                153.90    040404 0215                P - W WATER PURCHASES- 90.70.802.08.5390
   181666 05/12/23 WWT WTR SERVICE             35.50    040405 0369                P - W LIFT STATION MAI 92.70.902.14.5525
                                          189.40   *CHECK TOTAL
                       VENDOR TOTAL        189.40

ROUSE FRETS WHITE GOSS G     006287
   181667 05/12/23 ECODEVO SALES TAX          133.15    040362 100057770           P - W MISCELLANEOUS FE 31.70.611.08.5399
   181667 05/12/23 MO ANNUAL REPORT            24.00    040363 100057769           P - W MISCELLANEOUS FE 31.70.611.08.5399
   181667 05/12/23 LAND PURCHASE              673.62    040364 100060024           P - W MISCELLANEOUS FE 31.70.611.08.5399
   181667 05/12/23 SEWER PROMINENCE           566.65    040365 100060022           P - W MISCELLANEOUS FE 31.70.611.08.5399
                                        1,397.42   *CHECK TOTAL
                       VENDOR TOTAL      1,397.42
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT   CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

SCHMIDT FARMS              006267
   181669 05/12/23 STRAW BALES-H HWY PROJ      630.00   040406 1516                P N W CONST CNTRCT-CLA 94.70.801.36.7510

SHOGER/LAUREL              005680
   181670 05/12/23 CCTR SWIM INSTR            198.00   040407 5/7                P N W PRIVATE SWIMMING 65.60.417.08.8125
   181670 05/12/23 CCTR SWIM INSTR             26.00   040407 5/7                P N W SEMI-PRIVATE SWI 65.60.417.08.8123
                                          224.00   *CHECK TOTAL
                     VENDOR TOTAL        224.00

SUMNERONE INC              005662
   181671 05/12/23 FIN TONER CARTRIDGE         65.00   040435 3563245             P - W GENERAL SUPPLIES 10.30.130.04.5001

SUTTON/KATELYN DANIELLE      000327
   181672 05/12/23 CCTR SWIM INSTR             20.00   040436 5/2-5/8            P N W PRE-SEASON CONDI 65.60.417.08.8114
   181672 05/12/23 CCTR SWIM INSTR             48.00   040436 5/2-5/8            P N W PRIVATE SWIMMING 65.60.417.08.8125
   181672 05/12/23 CCTR SWIM INSTR             75.00   040436 5/2-5/8            P N W SWIM TEAM COMPET 65.60.417.08.8113
   181672 05/12/23 CCTR SWIM INSTR             40.00   040436 5/2-5/8            P N W SWIM TEAM BASICS 65.60.417.08.8121
   181672 05/12/23 CCTR SWIM INSTR             50.00   040436 5/2-5/8            P N W SWIM TEAM BASICS 65.60.417.08.8121
                                          233.00   *CHECK TOTAL
                     VENDOR TOTAL        233.00

THE RUGGED STORE           000545
   181673 05/12/23 POL DOCKING STATION       2,706.00   040437 73029              P N W VEHICLE CHANGEOV 10.40.500.18.5606
   181673 05/12/23 POL DOCKING STATION       1,105.00   040438 73023              P N W VEHICLE CHANGEOV 10.40.500.18.5606
                                        3,811.00   *CHECK TOTAL
                     VENDOR TOTAL      3,811.00

TRANSYSTEMS                006939
   181674 05/12/23 PW 291/BLUE JAY-STEWART   2,418.55   040439 INV-0004035357 220135 P - W TRAFFIC SIGNAL U 52.75.607.14.5626
   181674 05/12/23 PW 291/BLUE JAY-STEWART  40,402.39   040440 INV-0004044663 220135 P - W TRAFFIC SIGNAL U 52.75.607.14.5626
                                       42,820.94   *CHECK TOTAL
                     VENDOR TOTAL     42,820.94

TRIMBLE INC.               004149
   181675 05/12/23 WWT REMOTE MONITOR PLAN   2,100.00   040441 13009331            P - W LIFT STATION MAI 92.70.902.14.5525

TYLER TECHNOLOGIES-INCOD     005066
   181676 05/12/23 T&L INCODE              1,604.00   040442 025-420124          P - W SOFTWARE MAINTEN 10.90.132.14.5591
   181676 05/12/23 T&L INCODE              1,146.00   040442 025-420124          P - W OTHER PREPAYMENT 10.1810
   181676 05/12/23 T&L INCODE                175.00   040443 025-420125          P - W SOFTWARE MAINTEN 10.90.132.14.5591
                                        2,925.00   *CHECK TOTAL
                     VENDOR TOTAL      2,925.00

UNIFIRST CORPORATION         002825
   181677 05/12/23 CCTR MATS                 125.94   040444 3281038202          P - W MISC EQUIPMENT M 65.60.491.14.5559

UNITE PRIVATE NETWORKS L     005621
   181628 05/12/23 T&L TELECOMMUNICATIONS    8,647.00   040445 SI-23-014071        P N W TELECOMMUNICATIO 10.90.132.12.5455
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT   CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

USIC LOCATING SERVICES I     006076
   181678 05/12/23 UTIL LOCATES-APRIL        6,627.78   040446 582147              P - W CONTRACT LABOR   90.70.801.08.5397
   181678 05/12/23 UTIL LOCATES-APRIL        6,627.78   040446 582147              P - W CONTRACT LABOR   92.70.901.08.5397
                                        13,255.56  *CHECK TOTAL
                     VENDOR TOTAL      13,255.56

VALVOLINE LLC              005460
   181679 05/12/23 POL #202 OIL CHANGE          34.99   040447 54596               P - W VEHICLE MAINTENA 10.40.500.14.5541
   181679 05/12/23 POL #208 OIL CHANGE          34.99   040448 54626               P - W VEHICLE MAINTENA 10.40.500.14.5541
   181679 05/12/23 WWT #191 OIL CHANGE          34.99   040449 54285               P - W VEHICLE MAINTENA 92.70.902.14.5541
   181679 05/12/23 WTR #403 OIL CHANGE          34.99   040450 54291               P - W VEHICLE MAINTENA 90.70.801.14.5541
   181679 05/12/23 WWT #184 OIL CHANGE          34.99   040451 54295               P - W VEHICLE MAINTENA 92.70.901.14.5541
   181679 05/12/23 WWT #139 OIL CHANGE          34.99   040452 54543               P - W VEHICLE MAINTENA 92.70.901.14.5541
                                           209.94  *CHECK TOTAL
                     VENDOR TOTAL        209.94

VANCE BROTHERS INC         000957
   181680 05/12/23 ST ASPHALT                  740.52   040453 IG00019600          P - W ASPHALT-STREET R 50.75.607.14.5621
   181680 05/12/23 ST ASPHALT                  670.56   040454 IG00019628          P - W ASPHALT-STREET R 50.75.607.14.5621
   181680 05/12/23 ST ASPHALT                  397.98   040455 IG00019657          P - W ASPHALT-STREET R 50.75.607.14.5621
   181680 05/12/23 ST ASPHALT                  511.50   040456 IG00019687          P - W ASPHALT-STREET R 50.75.607.14.5621
                                         2,320.56  *CHECK TOTAL
                     VENDOR TOTAL       2,320.56

VSM ENGINEERING LLC        000471
   181681 05/12/23 SIDEWALK/ TRAIL PROJECT   4,640.80   040457 1083         220048 P - W SIDEWALK MAINTEN 52.75.607.14.5625

WEX BANK                   005626
   181683 05/12/23 FUEL-APRIL             34,479.22   040458 88913046            P - W INVENTORY-GASOLI 10.1720

WORTH HARLEY-DAVIDSON-NO     005232
   181684 05/12/23 POL #221 BATTERY           235.88   040459 102994              P - W VEHICLE MAINTENA 10.40.500.14.5541

ZOLL MEDICAL CORPORATION     006014
   181685 05/12/23 FIRE EMS SUPPLIES           81.82   040460 3709415             P - W MEDICAL SUPPLIES 10.50.311.04.5003

515 MOTORSPORT CORP        000654
   181686 05/12/23 ACTL OIL LEAK RPRS        2,223.86   040343 6828                P - W VEHICLE MAINTENA 10.20.051.14.5541
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VENDOR NAME AND NUMBER
   CHECK# DATE    DESCRIPTION                AMOUNT   CLAIM  INVOICE       PO#    F 9 S ACCOUNT NAME    ACCOUNT

CARD CENTER                007674
       1 04/26/23 FRAUD CHARGE SMITHMIER       17.54                              - M A/R REIMBURSEABL 10.1405
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1891	04/28/23	BACKGROUND CHECKS	450.00	- M CRIMINAL HISTORY 10.2474
1891	04/28/23	BACKGROUND CHECKS	9.25	- M MISCELLANEOUS FE 10.30.130.08.5399
1891	04/28/23	STRAW FOR DOG PARK	117.38	M EQUIPMENT-CHARIT 60.60.415.36.7201
1891	04/28/23	SHIRTS/BRIAN CLOTHING	85.90	M CLOTHING EXPENSE 92.70.901.38.5812
1891	04/28/23	FOLDERS FOR COURT	52.13	M GENERAL SUPPLIES 10.20.131.04.5001
1891	04/28/23	MISC LAB SUPPLIES FOR TE	1,489.30	M LAB SUPPLIES 92.70.902.04.5014
1891	04/28/23	MEASURING SUPPLIES FOR P	38.02	M MAINTENANCE SUPP 92.70.902.04.5009
1891	04/28/23	PAYMENT 1 OF TWO FOR MBT	129.10	- M GENERAL SUPPLIES 92.70.902.04.5001
1891	04/28/23	PARTY PACKAGE	95.00	M BIRTHDAY PARTIES 65.60.417.08.8805
1891	04/28/23	PARTY PACKAGE	95.00	M BIRTHDAY PARTIES 65.60.417.08.8805
1891	04/28/23	CHALLENRUNNER - EMPLOYEE	156.00	M WELLNESS 65.60.417.08.8227
1891	04/28/23	FIRE TRAINING PROP SUPPL	13.86	M TRAINING COSTS 10.50.315.06.5259
1891	04/28/23	CITY HALL CONSTRUCTION -	323.74	M CAPITAL EQUIPMEN 10.95.140.36.7201
1891	04/28/23	EXTRA CANDY FOR BUNNY TR	22.49	M RECREATION SUPPL 60.60.415.04.5004
1891	04/28/23	PAULSON HOTEL COMMAND CO	524.30	M TRAINING TRAVEL 69.40.501.06.5210
1891	04/28/23	UNIFORM PROTECTIVE MUCKS	40.00	M PROTECTIVE CLOTH 92.70.901.38.5813
1891	04/28/23	UNIFORM PROTECTIVE MUCKS	39.99	M PROTECTIVE CLOTH 90.70.801.38.5813
1891	04/28/23	J LANGLEY SHOES	139.95	M CLOTHING EXPENSE 10.40.500.38.5812
1891	04/28/23	GLEN CLOTHING	59.98	M CLOTHING EXPENSE 90.70.801.38.5812
1891	04/28/23	CHORINE	169.99	M CONST CNTRCT-CLA 94.70.801.36.7510
1891	04/28/23	4 CHROMEBOOKS FOR CITY C	2,106.68	M MINOR COMPUTER E 10.90.132.18.5605
1891	04/28/23	604 CW	21.99	M VEHICLE MAINTENA 10.50.311.14.5541
1891	04/28/23	REID ADVANCED INTERROGAT	850.00	M REGISTRATION FEE 69.40.501.06.5251
1891	04/28/23	TIRE DOWN STRAP	27.99	M GENERAL SUPPLIES 10.70.225.04.5001
1891	04/28/23	COMPUTER KEYBOARDS FOR C	86.16	- M GENERAL SUPPLIES 10.40.500.04.5001
1891	04/28/23	COFFEE SUPPLIES	46.86	M GENERAL SUPPLIES 90.70.802.04.5001
1891	04/28/23	WAX AND TOUCH UP PAINT	33.98	M VEHICLE MAINTENA 10.70.225.14.5541
1891	04/28/23	REPLACEMENT PARKING/ENTR	180.41	M GENERAL SUPPLIES 65.60.491.04.5001
1891	04/28/23	WATER FOUNTAIN FILTERS.	221.27	M MAINTENANCE MATE 61.60.458.04.5009
1891	04/28/23	RUBBER BANDS FOR CITY PA	62.57	M MAINTENANCE MATE 60.60.420.04.5009
1891	04/28/23	STRAW FOR PLANTING AT SL	7.99	M LANDSCAPING 60.60.420.14.5583
1891	04/28/23	MEETING WITH OPUS MIKE S	16.39	- M OTHER MISC FEES 56.20.001.08.5365
1891	04/28/23	HOTEL FOR NATIONAL PLANN	1,027.51	M TRAINING TRAVEL 10.80.151.06.5210
1891	04/28/23	MISC PVC/PEX PARTS FOR T	43.22	M BUILDING MAINTEN 90.70.802.14.5571
1891	04/28/23	CLEANING SUPPLIES / BUIL	460.42	M BUILDING MAINTEN 92.70.901.14.5571
1891	04/28/23	CLEANING SUPPLIES / BUIL	460.41	M BUILDING MAINTEN 90.70.801.14.5571
1891	04/28/23	RECOVERY PUMP HEATERS	582.96	M WATER PLANT MAIN 90.70.802.14.5534
1891	04/28/23	2023 SPRING CONFERENCE	250.00	M TRAINING TRAVEL 10.20.131.06.5210
1891	04/28/23	WAX RING FOR TOILET SPRI	5.29	M BUILDING IMPROVE 61.60.458.36.7402
1891	04/28/23	COUPLER FOR EFFLUENT E-C	6.25	M MAINTENANCE SUPP 92.70.902.04.5009
1891	04/28/23	RYE FOR CANTERBURY PLANT	128.00	M LANDSCAPING 60.60.420.14.5583
1891	04/28/23	UNIFORM CLOTHING	36.00	- M CLOTHING EXPENSE 90.70.801.38.5812
1891	04/28/23	FIRE #626 TIRE REPAIR	221.30	M VEHICLE MAINTENA 10.50.311.14.5541
1891	04/28/23	BACKGROUND CHECKS	338.76	M RECREATION SUPPL 61.60.458.04.5004
1891	04/28/23	NEW TOILET SPRING 2023	122.50	M BUILDING IMPROVE 61.60.458.36.7402
1891	04/28/23	PROJECT MANAGEMENT SW	8,988.82	M SOFTWARE MAINTEN 10.90.132.14.5591
1891	04/28/23	GUTTER RETURN	79.94CR	M BUILDING MAINTEN 60.60.420.14.5571
1891	04/28/23	STOCKSDALE DOG PARK	7.99	M MAINTENANCE MATE 60.60.420.04.5009

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1891	04/28/23	COPPER	855.82							M CONST CNTRCT-CLA	94.70.801.36.7510
1891	04/28/23	NORRIS UNIFORM BOOTS	269.96				-		M	CLOTHING EXPENSE	10.40.500.38.5812
1891	04/28/23	LOW PROFILE SANITARY FRA	198.45						M	TRAFFIC SIGNAL U	50.75.606.14.5626
1891	04/28/23	OXYGEN/ACETYLENE TANKS F	26.79						M	SMALL TOOLS	92.70.901.04.5018
1891	04/28/23	OXYGEN/ACETYLENE TANKS F	26.79						M	SMALL TOOLS	90.70.801.04.5018
1891	04/28/23	UNIFORM PROTECTIVE HOODI	21.57						M	PROTECTIVE CLOTH	92.70.901.38.5813
1891	04/28/23	UNIFORM PROTECTIVE HOODI	21.56						M	PROTECTIVE CLOTH	90.70.801.38.5813
1891	04/28/23	TUBING AND FITTINGS	16.82						M	LAB SUPPLIES	90.70.802.04.5014
1891	04/28/23	NEW TOILET SEATS	95.56						M	BUILDING IMPROVE	61.60.458.36.7402
1891	04/28/23	USB-C DONGLES.	61.79						M	MINOR EQUIPMENT	10.90.132.18.5601
1891	04/28/23	CHAIN CUTTER- CLAY PIPE	358.43						M	MINOR EQUIPMENT	92.70.901.18.5601
1891	04/28/23	CHAIN CUTTER- CLAY PIPE	358.42						M	MINOR EQUIPMENT	90.70.801.18.5601
1891	04/28/23	JUDGE SPRING CONFERENCE	300.00						M	TRAINING TRAVEL	10.20.131.06.5210
1891	04/28/23	600 CW	21.99						M	VEHICLE MAINTENA	10.50.301.14.5541
1891	04/28/23	STANDING DESK ATTACHMENT	247.49						M	GENERAL SUPPLIES	92.70.902.04.5001
1891	04/28/23	KEYS FOR POLICE DEPARTME	11.25						M	FACILITIES MAINT	10.70.221.14.5572
1891	04/28/23	CONCRETE FOR DOG PARK	909.00						M	EQUIPMENT-CHARIT	60.60.415.36.7201
1891	04/28/23	CONCRETE BUGGY RENTAL FO	147.25						M	EQUIPMENT-CHARIT	60.60.415.36.7201
1891	04/28/23	CLEANING SUPPLIES FOR FL	58.20						M	MAINTENANCE SUPP	92.70.902.04.5009
1891	04/28/23	CHROMEBOOK LOCKER FOR CI	254.32						M	MINOR EQUIPMENT	10.90.132.18.5601
1891	04/28/23	MATERIALS FOR GATE REPAI	9.48						M	WELLFIELD MAINTE	90.70.802.14.5535
1891	04/28/23	REPLACE CLOCK.	35.99						M	GENERAL SUPPLIES	65.60.491.04.5001
1891	04/28/23	SWIVEL FITTING FOR VACTO	66.50						M	VEHICLE MAINTENA	92.70.901.14.5541
1891	04/28/23	SWAY LINK KIT AND SHOCKS	195.04						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	NACHO CHEESE MACHINE	219.99						M	CONCESSION	61.60.458.04.5007
1891	04/28/23	UNIFORM JEANS	35.37				-		M	CLOTHING EXPENSE	90.70.802.38.5812
1891	04/28/23	TASER INSTRUCTOR SCHOOL	495.00						M	REGISTRATION FEE	10.40.500.06.5251
1891	04/28/23	STRAW FOR GRASS SEEDING	15.98						M	GROUNDS/LANDSCAP	73.70.226.14.5575
1891	04/28/23	GUTTERS	79.94						M	BUILDING MAINTEN	60.60.420.14.5571
1891	04/28/23	FIRE MEMBERSHIP DUES	500.00						M	MEMBERSHIP DUES	10.50.300.38.5811
1891	04/28/23	COFFEE AND CREAMER FOR B	38.00						M	GENERAL SUPPLIES	61.60.458.04.5001
1891	04/28/23	HOSE FOR #703	97.91						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	NEW CAPTAIN'S BLUE CARD	1,097.25						M	TRAINING COSTS	10.50.315.06.5259
1891	04/28/23	EYE SCREWS	2.99						M	GENERAL SUPPLIES	90.70.802.04.5001
1891	04/28/23	GRASS SEED STOCKSDALE DO	303.96						M	EQUIPMENT-CHARIT	60.60.415.36.7201
1891	04/28/23	TUBING FOR MONOCHLORAMIN	5.98						M	MAINTENANCE MATE	90.70.802.04.5009
1891	04/28/23	GARBAGE CAN ADMIN/ A.B.	44.11						M	FACILITIES MAINT	10.70.221.14.5572
1891	04/28/23	AMP GRADUATION SNACKS	18.67						M	WELLNESS	65.60.417.08.8227
1891	04/28/23	RENEWAL	69.50						M	GENERAL SUPPLIES	92.70.901.04.5001
1891	04/28/23	RENEWAL	69.50						M	GENERAL SUPPLIES	90.70.801.04.5001
1891	04/28/23	BLEDSOE OFFICE CHAIR	469.99						M	MINOR EQUIPMENT	10.40.500.18.5601
1891	04/28/23	TORCH SET FOR SHOP	226.00						M	SMALL TOOLS	92.70.901.04.5018
1891	04/28/23	TORCH SET FOR SHOP	225.99						M	SMALL TOOLS	90.70.801.04.5018
1891	04/28/23	OFFICE DEPOT ORDER FOR O	76.28						M	GENERAL SUPPLIES	10.80.151.04.5001
1891	04/28/23	602 CW	9.99						M	VEHICLE MAINTENA	10.50.315.14.5541
1891	04/28/23	BUILDING SUPPLIES	148.48						M	BUILDING MAINTEN	90.70.801.14.5571
1891	04/28/23	BINDERS AND DIVIDERS FOR	63.88						M	GENERAL SUPPLIES	10.20.021.04.5001
1891	04/28/23	BENNETT NEW BED AT #1	260.75						M	LANDSCAPING	60.60.420.14.5583
1891	04/28/23	MARKING PAINT FOR UDF PR	34.90						M	MAINS & LINES MA	90.70.801.14.5532
1891	04/28/23	CLOROX WIPES	15.75						M	GENERAL SUPPLIES	61.60.458.04.5001

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1891	04/28/23	DUSTERS	22.00						M	GENERAL SUPPLIES	61.60.458.04.5001
1891	04/28/23	ANCHOR BOLTS FOR SAMPLE	7.90						M	MAINS & LINES MA	90.70.801.14.5532
1891	04/28/23	2 TONERS FOR RECORDS PRI	217.60						M	GENERAL SUPPLIES	10.40.500.04.5001
1891	04/28/23	MORE BAGS FOR TRAIL HUNT	58.89						M	RECREATION SUPPL	60.60.415.04.5004
1891	04/28/23	UNIFORM CLOTHING	101.88				-		M	CLOTHING EXPENSE	90.70.801.38.5812
1891	04/28/23	MATERIALS FOR STORM HEAD	47.85						M	STORM WATER MAIN	50.75.607.14.5663
1891	04/28/23	B WOLFE SHOES TAX IS INC	79.34						M	CLOTHING EXPENSE	10.40.500.38.5812
1891	04/28/23	WOOD FOR CONCRETE FORMS	20.99						M	MAINS & LINES MA	92.70.901.14.5532
1891	04/28/23	MATERIALS FOR STORM HEAD	29.97						M	STORM WATER MAIN	50.75.607.14.5663
1891	04/28/23	BACKGROUND CHECKS.	450.00				-		M	CRIMINAL HISTORY	10.2474
1891	04/28/23	BACKGROUND CHECKS.	9.25				-		M	MISCELLANEOUS FE	10.30.130.08.5399
1891	04/28/23	CONCRETE FOR CATCH BASIN	45.96						M	STORM WATER MAIN	50.75.607.14.5663
1891	04/28/23	BIRD REPELLENT	76.98						M	BUILDING MAINTEN	60.60.420.14.5571
1891	04/28/23	SPECTRUM FIBER	80.00						M	INTERNET SERVICE	10.90.132.08.5304
1891	04/28/23	UNIFORM SHIRTS	50.90						M	CLOTHING EXPENSE	10.70.225.38.5812
1891	04/28/23	CONCRETE FOR CATCH BASIN	5.88						M	STORM WATER MAIN	50.75.607.14.5663
1891	04/28/23	MONTHLY TLO	181.80						M	MISCELLANEOUS EX	10.40.502.38.5989
1891	04/28/23	GRASS SEED DOG PARK	303.96						M	EQUIPMENT-CHARIT	60.60.415.36.7201
1891	04/28/23	UNIFORM SHIRTS	20.94						M	CLOTHING EXPENSE	10.70.225.38.5812
1891	04/28/23	JAIL SUPPLIES	59.90						M	JAIL SUPPLIES	10.40.511.04.5053
1891	04/28/23	LAPTOP	2,450.00						M	MINOR COMPUTER E	10.90.132.18.5605
1891	04/28/23	NAME TAGS - ONE FOR COMM	7.50						M	MISCELLANEOUS FE	65.60.491.08.5399
1891	04/28/23	NAME TAGS - ONE FOR COMM	7.50						M	OTHER	10.60.482.38.5989
1891	04/28/23	APWA MANAGEMENT COURSE	250.00						M	MISCELLANEOUS EX	10.70.225.38.5989
1891	04/28/23	HR MEDICAL FILES AND NEW	47.13						M	GENERAL SUPPLIES	10.25.011.04.5001
1891	04/28/23	LETSAC REGISTRATION BLED	420.00						M	REGISTRATION FEE	10.40.500.06.5251
1891	04/28/23	PURCHASING OF LEAF BAGS	33.74						M	NPDES EXPENSES	50.77.653.08.7522
1891	04/28/23	REGISTRATION FEES FOR TH	175.00						M	REGISTRATION FEE	10.70.201.06.5251
1891	04/28/23	CLEANING SUPPLIES	97.55						M	MAINTENANCE MATE	60.60.420.04.5009
1891	04/28/23	APCO INTERNATIONAL YEARL	100.00						M	MEMBERSHIP DUES	10.40.500.38.5811
1891	04/28/23	SOWERS SHOES	53.35						M	CLOTHING EXPENSE	10.40.500.38.5812
1891	04/28/23	MARCH 2023 DRUVA AWS BIL	360.10						M	INTERNET SERVICE	10.90.132.08.5304
1891	04/28/23	RUBBER BANDS	36.26						M	MAINTENANCE MATE	60.60.420.04.5009
1891	04/28/23	GLOVES	68.96						M	LANDSCAPING	60.60.420.14.5583
1891	04/28/23	VISIT LIBERTY FACEBOOK A	575.66						M	ADVERTISING	67.20.061.08.5371
1891	04/28/23	3/4" CTS - 1/2" IP 90 DE	42.99						M	MAINS & LINES MA	90.70.801.14.5532
1891	04/28/23	PARTS FOR #703	380.74						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	NEW STAKES FOR REALTOR B	51.73						M	RECREATION SUPPL	60.60.415.04.5004
1891	04/28/23	STORAGE BINS	39.99						M	OTHER	10.25.011.38.5989
1891	04/28/23	WEED AND FEED FOR COMMUN	139.96						M	GROUNDS/LANDSCAP	65.60.491.14.5575
1891	04/28/23	JOHN DMV PERMIT	42.07						M	TRAINING COSTS	92.70.901.06.5259
1891	04/28/23	FEB EXTRA CLEANING	450.00				-		M	CONTRACT LABOR	65.60.491.08.5397
1891	04/28/23	FILTERS FOR WATER FOUNTA	199.25						M	BUILDING MAINTEN	61.60.458.14.5571
1891	04/28/23	DS 1 CLASS FOR BEN MACDO	725.00				-		M	TRAINING COSTS	92.70.901.06.5259
1891	04/28/23	333G SKIDSTEER REPAIR	71.72						M	VEHICLE MAINTENA	60.60.420.14.5541
1891	04/28/23	WORK BOOTS	186.99						M	PROTECTIVE CLOTH	90.70.802.38.5813
1891	04/28/23	CDL PERMIT FOR ROBERT SH	42.07						M	MISCELLANEOUS EX	10.70.225.38.5989
1891	04/28/23	UNIFORM PANTS	69.99						M	CLOTHING EXPENSE	10.70.225.38.5812
1891	04/28/23	DISPOSABLE GLOVES FOR TH	17.99						M	RECREATION SUPPL	60.60.415.04.5004
1891	04/28/23	RUBBER GLOVES	16.01						M	PROTECTIVE CLOTH	10.70.225.38.5813

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1891	04/28/23	MONTHLY FLAT BASE RATE F	357.00						M	CONTRACT LABOR	65.60.491.08.5397
1891	04/28/23	MAINTENANCE SUPPLIES	125.20						M	MAINTENANCE MATE	90.70.802.04.5009
1891	04/28/23	MUCK BOOTS FOR NEW EMPLO	147.98						M	PROTECTIVE CLOTH	10.70.225.38.5813
1891	04/28/23	GENERAL SUPPLIES	375.51						M	MAINTENANCE MATE	65.60.491.04.5009
1891	04/28/23	PROGRESSIVE WOMEN'S LEAD	699.00						M	CITY-WIDE TRAINI	10.25.011.06.5259
1891	04/28/23	SHUTTLE FOR AIRPLANE TO	36.93						M	TRAINING TRAVEL	10.80.151.06.5210
1891	04/28/23	FIRE POSTAGE STAMPS	63.00						M	POSTAGE	10.50.300.38.5808
1891	04/28/23	WOLFE HOTEL FOR TRAINING	327.60					-	M	TRAINING TRAVEL	10.40.500.06.5210
1891	04/28/23	CREDIT VOUCHER LOWES #01	30.53CR						M	MAINTENANCE MATE	65.60.491.04.5009
1891	04/28/23	ENGAGE 2023 FIRST NIGHT	258.16						M	TRAINING COSTS	10.50.315.06.5259
1891	04/28/23	USB HUBS FOR LAPTOP.	453.85						M	MINOR EQUIPMENT	10.90.132.18.5601
1891	04/28/23	ENGAGE 2023 FIRST NIGHT	258.16						M	TRAINING COSTS	10.50.315.06.5259
1891	04/28/23	UNIFORM PANTS	35.99					-	M	CLOTHING EXPENSE	61.60.458.38.5812
1891	04/28/23	CONCRETE BLOCKS	900.00						M	GENERAL SUPPLIES	10.70.225.04.5001
1891	04/28/23	STAKES FOR HOLDING DOWN	20.28						M	MISCELLANEOUS SU	73.70.226.04.5099
1891	04/28/23	LODGING FOR 2023 JOINT A	194.99						M	TRAINING TRAVEL	90.70.803.06.5210
1891	04/28/23	LODGING FOR 2023 JOINT A	194.99						M	TRAINING TRAVEL	92.70.903.06.5210
1891	04/28/23	JAIL SUPPLIES SPIT MASKS	136.80						M	JAIL SUPPLIES	10.40.511.04.5053
1891	04/28/23	DS III CLASS	1,450.00						M	TRAINING COSTS	92.70.901.06.5259
1891	04/28/23	WIRE MOLD	30.98						M	MINOR EQUIPMENT	10.90.132.18.5601
1891	04/28/23	BREAKFAST AT CONFERENCE	7.00						M	TRAINING TRAVEL	90.70.803.06.5210
1891	04/28/23	FITTINGS FOR POT HOLE TR	81.20						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	627 GALLATIN RESTORATION	161.96						M	MAINS & LINES MA	90.70.801.14.5532
1891	04/28/23	FORM SCREWS	9.98						M	MAINS & LINES MA	90.70.801.14.5532
1891	04/28/23	FIRE TRAINING PROP SUPPL	76.68						M	TRAINING COSTS	10.50.301.06.5259
1891	04/28/23	CREDIT VOUCHER 4TE*STATU	399.00CR						M	RECREATION SUPPL	61.60.458.04.5004
1891	04/28/23	STREET SIGNS	511.67						M	STREET SIGNS	50.75.607.14.5641
1891	04/28/23	RUBBER BOOTS	24.99						M	PROTECTIVE CLOTH	10.70.225.38.5813
1891	04/28/23	FBI LEEDA SLI SGT HIDY	795.00						M	REGISTRATION FEE	10.40.500.06.5251
1891	04/28/23	ARTHURS/JEFFERSON PARK S	35.88						M	NEIGHBORHOOD PAR	11.60.415.36.7307
1891	04/28/23	LUNCH DURING CONFERENCE	11.79						M	TRAINING TRAVEL	92.70.903.06.5210
1891	04/28/23	PRINTER INK CARTRIDGES	341.66						M	GENERAL SUPPLIES	92.70.902.04.5001
1891	04/28/23	ROOT-X TOOL SHIPPING	149.68						M	MAINS & LINES MA	92.70.901.14.5532
1891	04/28/23	600 CW APRIL	21.99						M	VEHICLE MAINTENA	10.50.301.14.5541
1891	04/28/23	LEDGER CLIPBOARD FOR LAB	87.74						M	GENERAL SUPPLIES	92.70.902.04.5001
1891	04/28/23	MARKING PAINT	39.98						M	GENERAL SUPPLIES	92.70.901.04.5001
1891	04/28/23	BLEDSOE BOOTS PAID TAX D	210.70						M	CLOTHING EXPENSE	10.40.500.38.5812
1891	04/28/23	PVC PIPE FOR SAMPLE STAT	42.45						M	GENERAL SUPPLIES	90.70.801.04.5001
1891	04/28/23	NORTHLAND PROFESSIONALS	15.34						M	REGISTRATION FEE	10.60.483.06.5251
1891	04/28/23	IDEXX QA/QC SUPPLIES	299.23						M	LAB SUPPLIES	92.70.902.04.5014
1891	04/28/23	LAB SUPPLIES	372.50						M	LAB SUPPLIES	90.70.802.04.5014
1891	04/28/23	IDEXX QA/QC SUPPLIES	137.78						M	LAB SUPPLIES	92.70.902.04.5014
1891	04/28/23	PVC/MISC FOR POTASSIUM P	109.10						M	BUILDING MAINTEN	90.70.802.14.5571
1891	04/28/23	WATERING CAN	3.71						M	BUILDING MAINTEN	92.70.901.14.5571
1891	04/28/23	WATERING CAN	3.71						M	BUILDING MAINTEN	90.70.801.14.5571
1891	04/28/23	SHOVEL AND TARP FOR BURI	67.85						M	MISCELLANEOUS EX	73.70.226.38.5989
1891	04/28/23	AIRFARE FOR CHIEF MARTIN	523.96						M	TRAINING TRAVEL	10.40.500.06.5210
1891	04/28/23	LUNCH DURING TRAVEL BACK	9.81						M	TRAINING TRAVEL	92.70.903.06.5210
1891	04/28/23	JEFFERSON PARK SIGN	421.59						M	LANDSCAPING	60.60.420.14.5583
1891	04/28/23	SANITIZING TABLETS	17.88						M	CONCESSION	61.60.458.04.5007

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1891	04/28/23	RUST REMOVER	26.98							M MAINTENANCE MATE	65.60.491.04.5009
1891	04/28/23	PRINTER INK CARTRIDGES	117.65							M GENERAL SUPPLIES	92.70.902.04.5001
1891	04/28/23	COMPUTER BAG FOR LAPTOP,	85.95						-	M GENERAL SUPPLIES	10.20.131.04.5001
1891	04/28/23	MARGARITAS FIELD SCOREBO	11.85							M BUILDING IMPROVE	61.60.458.36.7402
1891	04/28/23	FIRE FUNERAL FLOWERS	100.00							M GENERAL SUPPLIES	10.50.300.04.5001
1891	04/28/23	CONCRETE FOR BRIDGE REPA	191.00						-	M GENERAL SUPPLIES	10.70.225.04.5001
1891	04/28/23	FLOOR GLOSS	119.98							M MAINTENANCE MATE	65.60.491.04.5009
1891	04/28/23	CUPS FOR COUNCIL MEETING	18.78							M GENERAL SUPPLIES	10.10.101.04.5001
1891	04/28/23	CUPS FOR COUNCIL MEETING	39.88							M GENERAL SUPPLIES	10.20.001.04.5001
1891	04/28/23	CUPS FOR COUNCIL MEETING	56.83							M MISCELLANEOUS EX	10.20.001.38.5989
1891	04/28/23	WATER FOUNTAIN PARTS	276.42							M MAINTENANCE MATE	60.60.420.04.5009
1891	04/28/23	PRO BOARD CERT. FOR INST	17.50							M REGISTRATION FEE	10.50.300.06.5251
1891	04/28/23	PLANT FOR DAVIDSON FUNER	100.00							M GENERAL SUPPLIES	10.40.500.04.5001
1891	04/28/23	JEFFERSON PARK SIGN	34.18							M NEIGHBORHOOD PAR	60.60.420.36.7307
1891	04/28/23	STRAW FOR SEEDING	39.95							M LANDSCAPING	60.60.420.14.5583
1891	04/28/23	BLUE CARD RENEWAL	1,487.50							M TRAINING COSTS	10.50.315.06.5259
1891	04/28/23	FIRE OFFICE SUPPLIES	67.22							M GENERAL SUPPLIES	10.50.300.04.5001
1891	04/28/23	FIRE STATION SUPPLIES	12.99							M STATION SUPPLIES	10.50.301.04.5020
1891	04/28/23	WILDFLOWER SEED FOR CANT	71.25							M LANDSCAPING	60.60.420.14.5583
1891	04/28/23	OFFICE DEPOT - OFFICE CH	339.99							M MINOR EQUIPMENT	10.40.500.18.5601
1891	04/28/23	FIRE SPRAY PAINT	4.87							M MISC EQUIPMENT M	10.50.301.14.5559
1891	04/28/23	BRANCH FLAGS PURCHASE FO	541.07							M SUPPLIES-VFW	73.70.226.04.5075
1891	04/28/23	HYDRAULIC HOSE FOR #709	41.33							M VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	FIRE #626 PREV. MAINT.	487.37							M VEHICLE MAINTENA	10.50.311.14.5541
1891	04/28/23	HOT WATER HEATER 4 PLEX	62.98							M BUILDING IMPROVE	61.60.458.36.7402
1891	04/28/23	DRY ERASE BOARD	27.09							M GENERAL SUPPLIES	10.40.500.04.5001
1891	04/28/23	DETAILING OF OLD UNIT 20	125.00							M VEHICLE MAINTENA	10.40.500.14.5541
1891	04/28/23	HARD DRIVE EXPANSION FOR	304.54							M MINOR COMPUTER E	10.90.132.18.5605
1891	04/28/23	DISTANCE COUNTER	499.00							M STREET SIGNS	50.75.607.14.5641
1891	04/28/23	DEPOSIT FOR TABLES, CHAI	50.00							M LIBERTY FEST	67.20.061.38.5804
1891	04/28/23	EARPLUGS/COLDPATCH	35.58							M GROUNDS MAINTENA	60.60.420.14.5575
1891	04/28/23	LAPTOP	1,915.00							M MINOR COMPUTER E	10.90.132.18.5605
1891	04/28/23	TSS STANDARD FOR QA/QC T	228.59							M LAB SUPPLIES	92.70.902.04.5014
1891	04/28/23	GLIDER ROCKER FOR CHILD	179.99							M CHILD CARE PROGR	65.60.417.08.8701
1891	04/28/23	GLIDER ROCKER FOR CHILD	35.93							M GENERAL SUPPLIES	10.60.483.04.5001
1891	04/28/23	HAD PATCHES SEWN ON NEW	21.00							M CLOTHING EXPENSE	10.50.300.38.5812
1891	04/28/23	CONCRETE BLOCKS/BARRIERS	400.00							M ASPHALT-STREET R	50.75.607.14.5621
1891	04/28/23	BATTERY AND CABLE FOR CA	24.07							M MINOR EQUIPMENT	10.90.132.18.5601
1891	04/28/23	REPLACEMENT COFFEE POTS	78.75							M CONCESSION	61.60.458.04.5007
1891	04/28/23	DAY TRIP-REIMB	34.00						-	M MISCELLANEOUS SU	10.60.481.04.5099
1891	04/28/23	FIRE MOTOR OIL, ANTIFREE	115.95							M VEHICLE SUPPLIES	10.50.301.04.5006
1891	04/28/23	2 YEAR REGISTRATION FOR	95.62							M VEHICLE MAINTENA	10.50.301.14.5541
1891	04/28/23	MURATIC ACID FOR P1 BASI	78.03							M MAINTENANCE MATE	90.70.802.04.5009
1891	04/28/23	LOWE'S - RANGE SUPPLIES	25.96							M ARMORY SUPPLIES	10.40.501.04.5051
1891	04/28/23	CREDIT VOUCHER AMZN MKTP	35.99CR							M CLOTHING EXPENSE	61.60.458.38.5812
1891	04/28/23	BATTERIES FOR TRUCK 311	158.52							M VEHICLE MAINTENA	60.60.420.14.5541
1891	04/28/23	BATTERIES FOR TRUCK 311	158.51							M VEHICLE MAINTENA	61.60.458.14.5541
1891	04/28/23	BANNER FOR THE NEW PICKL	49.98							M OUTSIDE PRINTING	60.60.415.04.5120
1891	04/28/23	FURNITURE	275.23							M OTHER	10.25.011.38.5989
1891	04/28/23	CLEANING SUPPLIES	118.73							M BUILDING MAINTEN	92.70.901.14.5571

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1891	04/28/23	CLEANING SUPPLIES	118.73						M	BUILDING MAINTEN	90.70.801.14.5571
1891	04/28/23	UNIFORM CLOTHING PANTS	45.96						M	CLOTHING EXPENSE	92.70.901.38.5812
1891	04/28/23	UNIFORM CLOTHING PANTS	45.96						M	CLOTHING EXPENSE	90.70.801.38.5812
1891	04/28/23	OIL DRIP TRAY	29.98						M	GENERAL SUPPLIES	10.70.225.04.5001
1891	04/28/23	CLEANING SUPPLIES	87.51						M	MAINTENANCE MATE	60.60.420.04.5009
1891	04/28/23	HOTEL - ILEETA CONFERENC	1,106.04						M	TRAINING TRAVEL	10.40.500.06.5210
1891	04/28/23	CABLES AND ADAPTERS FOR	83.85						M	MINOR EQUIPMENT	10.90.132.18.5601
1891	04/28/23	USB HUB	9.99						M	MINOR EQUIPMENT	10.90.132.18.5601
1891	04/28/23	FIRE TRAINING PROP SUPPL	391.37						M	TRAINING COSTS	10.50.301.06.5259
1891	04/28/23	SPECTRUM	78.03						M	INTERNET SERVICE	10.90.132.08.5304
1891	04/28/23	STORAGE BINS	67.98						M	OTHER	10.25.011.38.5989
1891	04/28/23	GENERAL PARKS AND REC AD	48.80						M	GENERAL SUPPLIES	60.60.415.04.5001
1891	04/28/23	BENNETT DISC GOLF	3.21						M	MAINTENANCE MATE	60.60.420.04.5009
1891	04/28/23	221.72COMMUNITY GARDEN S	221.72						M	RSVP GRANT	65.60.491.04.5064
1891	04/28/23	FIRE TRAINING PROP SUPPL	44.92						M	TRAINING COSTS	10.50.315.06.5259
1891	04/28/23	QUICK CONNECT FOR VACTOR	50.13						M	MAINS & LINES MA	92.70.901.14.5532
1891	04/28/23	REBAR FOR DRIVEWAY 1987	17.64						M	MAINS & LINES MA	90.70.801.14.5532
1891	04/28/23	BACKHOE CYLINDER REPAIR	138.68						M	MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	WALL ANCHORS FOR WWTP	7.98						M	MAINTENANCE SUPP	92.70.902.04.5009
1891	04/28/23	BARCODE SCANNER	49.98						M	MINOR EQUIPMENT	10.90.132.18.5601
1891	04/28/23	UNIFORM CLOTHING WENDY	41.08						M	CLOTHING EXPENSE	92.70.901.38.5812
1891	04/28/23	UNIFORM CLOTHING WENDY	41.08						M	CLOTHING EXPENSE	90.70.801.38.5812
1891	04/28/23	SNAPWIDGET MODULE FOR VI	110.00					-	M	GENERAL SUPPLIES	10.20.031.04.5001
1891	04/28/23	PARTS FOR MACHINE MAINTE	24.38						M	MISC EQUIPMENT M	65.60.491.14.5559
1891	04/28/23	CLASS REGISTRATION	50.00						M	REGISTRATION FEE	60.60.420.06.5251
1891	04/28/23	LIGHT FOR #704	15.17						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	NEW GAUGE	5.40						M	SMALL TOOLS	60.60.420.04.5018
1891	04/28/23	HP DISPLAY ADAPTER DP TO	39.99						M	MINOR EQUIPMENT	10.90.132.18.5601
1891	04/28/23	TAPE FOR THE BUNNY HUNT	39.93						M	RECREATION SUPPL	60.60.415.04.5004
1891	04/28/23	DRINKING FOUNTAIN SUPPLI	61.79						M	MAINTENANCE MATE	60.60.420.04.5009
1891	04/28/23	AIR COMPRESSOR INSTALL	84.62						M	MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	WIRE SET FOR #709	25.09						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	SIMULATOR RENEWAL	179.95						M	TRAINING COSTS	10.50.315.06.5259
1891	04/28/23	AIR COMPRESSOR REPAIR	14.04						M	MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	FIRE #624 PREV. MAINT.	756.43						M	VEHICLE MAINTENA	10.50.311.14.5541
1891	04/28/23	NEW BATTERY FOR GLASCO U	21.25						M	MAINTENANCE SUPP	92.70.902.04.5009
1891	04/28/23	BACKGROUND CHECKS	60.77						M	RECREATION SUPPL	61.60.458.04.5004
1891	04/28/23	CHAMBER LUNCH.	25.00					-	M	MEMBERSHIP DUES	60.60.415.38.5811
1891	04/28/23	WORK PANTS	207.80						M	CLOTHING EXPENSE	90.70.802.38.5812
1891	04/28/23	90 FITTING REPLACEMENT	112.85						M	VEHICLE MAINTENA	92.70.901.14.5541
1891	04/28/23	OFFICE SUPPLY, PHONE CHA	40.71						M	GENERAL SUPPLIES	10.60.482.04.5001
1891	04/28/23	2 AMP FUSES	78.25						M	WATER PLANT MAIN	90.70.802.14.5534
1891	04/28/23	CREDIT VOUCHER NORTHERN	20.00CR						M	SMALL TOOLS	90.70.801.04.5018
1891	04/28/23	CREDIT VOUCHER NORTHERN	19.99CR						M	SMALL TOOLS	92.70.901.04.5018
1891	04/28/23	BOLT HARDWARE FOR EQUIPM	15.08						M	MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	DOG BAGS	1,904.85						M	PLAYGROUND/SPRAY	60.60.420.14.5582
1891	04/28/23	FUEL WAGON TIRES	103.00						M	MISC EQUIPMENT M	90.70.801.14.5559
1891	04/28/23	FUEL WAGON TIRES	103.00						M	MISC EQUIPMENT M	92.70.901.14.5559
1891	04/28/23	LEDGER CLIPBOARD	31.99						M	GENERAL SUPPLIES	92.70.902.04.5001
1891	04/28/23	SUPPLIES	181.18						M	BUILDING IMPROVE	61.60.458.36.7402

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1891	04/28/23	OIL DRY	59.96						M	CHEMICALS	60.60.420.04.5010
1891	04/28/23	DRINKING FOUNTAIN SUPPLI	27.96						M	MAINTENANCE MATE	60.60.420.04.5009
1891	04/28/23	ELECTRIC CONNECTOR	1.47						M	SMALL TOOLS	60.60.420.04.5018
1891	04/28/23	RED ROBIN DINNER RECEIPT	44.38						M	MEETING EXPENSE	10.40.500.38.5803
1891	04/28/23	80AMP FUSES	232.35						M	WATER PLANT MAIN	90.70.802.14.5534
1891	04/28/23	MONTHLY SERVICE FEE	20.00						M	MISCELLANEOUS FE	65.60.491.08.5399
1891	04/28/23	OFFICE SUPPLIES (COMPUTE	57.94						M	GENERAL SUPPLIES	10.20.031.04.5001
1891	04/28/23	CHEMKEY REAGENTS	325.69						M	LAB SUPPLIES	90.70.802.04.5014
1891	04/28/23	AIR COMPRESSOR	3,970.00						M	GENERAL SUPPLIES	60.60.420.04.5001
1891	04/28/23	RITE IN THE RAIN PENS FO	74.75						M	GENERAL SUPPLIES	92.70.902.04.5001
1891	04/28/23	LAPTOP BATTERY	84.24						M	MINOR COMPUTER E	10.90.132.18.5605
1891	04/28/23	CONCRETE FOR DRIVEWAY AT	147.25						M	MAINS & LINES MA	90.70.801.14.5532
1891	04/28/23	FIRE LIGHT BULBS	126.99						M	STATION SUPPLIES	10.50.301.04.5020
1891	04/28/23	DNS REG FEES	19.95						M	INTERNET SERVICE	10.90.132.08.5304
1891	04/28/23	FIRE #605 HEADLIGHT BULB	43.92						M	VEHICLE MAINTENA	10.50.301.14.5541
1891	04/28/23	SMALL EQUIPMENT FITNESS	653.73						M	AEROBICS	65.60.417.08.8201
1891	04/28/23	RIVET NUT TOOL	43.00						M	SMALL TOOLS	90.70.801.04.5018
1891	04/28/23	RIVET NUT TOOL	43.00						M	SMALL TOOLS	92.70.901.04.5018
1891	04/28/23	PRESSURE WASHER GUN ASM.	94.46						M	SMALL TOOLS	90.70.801.04.5018
1891	04/28/23	PRESSURE WASHER GUN ASM.	94.46						M	SMALL TOOLS	92.70.901.04.5018
1891	04/28/23	BOD/COD PROCESS CONTROL	3,715.35						M	LAB SUPPLIES	92.70.902.04.5014
1891	04/28/23	CREDIT VOUCHER OREILLY A	220.99CR						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	CLOTHES	65.68						M	CLOTHING EXPENSE	61.60.458.38.5812
1891	04/28/23	RAINOUT LINE	399.00						M	RECREATION SUPPL	61.60.458.04.5004
1891	04/28/23	UNIFORM ITEMS FOR SEVERA	670.00						M	CLOTHING EXPENSE	10.70.225.38.5812
1891	04/28/23	CANTERBURY & CITY PARK	32.48						M	LANDSCAPING	60.60.420.14.5583
1891	04/28/23	TRASH GRABBERS FOR PARK/	91.17						M	RSVP GRANT	65.60.491.04.5064
1891	04/28/23	LEAF BAGS FOR DOG PARK W	48.20						M	RSVP GRANT	65.60.491.04.5064
1891	04/28/23	STABILIZER FOR #704	58.66						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	SUPPLIES	19.46						M	BUILDING IMPROVE	61.60.458.36.7402
1891	04/28/23	PARK RESTROOMS	36.31						M	BUILDING MAINTEN	60.60.420.14.5571
1891	04/28/23	SIGNS FOR THE FENCES ANN	67.73						M	OUTSIDE PRINTING	60.60.415.04.5120
1891	04/28/23	VOLUNTEER AND BOARD MEMB	840.00						M	RECREATION SUPPL	65.60.491.04.5004
1891	04/28/23	FIRE FUNERAL FLOWERS	100.00						M	GENERAL SUPPLIES	10.50.300.04.5001
1891	04/28/23	BACKGROUND CHECKS	450.00					-	M	CRIMINAL HISTORY	10.2474
1891	04/28/23	BACKGROUND CHECKS	9.25					-	M	MISCELLANEOUS FE	10.30.130.08.5399
1891	04/28/23	PEACHJAR E-BLAST FOR STO	472.50						M	SWIM TEAM	65.60.417.08.8124
1891	04/28/23	LOCATING WIRE	251.18						M	CONST CNTRCT-CLA	94.70.801.36.7510
1891	04/28/23	MARKING PAINT	20.98						M	MAINS & LINES MA	92.70.901.14.5532
1891	04/28/23	TRUCK 300 SUSPENSION REP	164.14						M	VEHICLE MAINTENA	60.60.420.14.5541
1891	04/28/23	CREDIT VOUCHER OREILLY A	332.26CR						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	CO2 PH PROBE PARTS	206.02						M	WATER PLANT MAIN	90.70.802.14.5534
1891	04/28/23	CREDIT VOUCHER OREILLY A	88.00CR						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	TORO DRAG BATTERY AND CH	161.44						M	VEHICLE MAINTENA	61.60.458.14.5541
1891	04/28/23	LED SHOP LIGHTS	218.50						M	BUILDING MAINTEN	10.70.225.14.5571
1891	04/28/23	CONCRETE FOR THE ROAD	163.00						M	MAINS & LINES MA	92.70.901.14.5532
1891	04/28/23	LED SHOP LIGHTS	489.72						M	BUILDING MAINTEN	10.70.225.14.5571
1891	04/28/23	TIE END RODS FOR #704	146.85						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	MARKING PAINT	11.34						M	CONST CNTRCT-CLA	94.70.801.36.7510
1891	04/28/23	REPLACEMENT MIRROR FOR F	196.89						M	VEHICLE MAINTENA	90.70.802.14.5541

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1891	04/28/23	SNAP RINGS	5.22						M	MAINS & LINES MA	92.70.901.14.5532
1891	04/28/23	POOPER SCOOPERS FOR DOG	89.97						M	RSVP GRANT	65.60.491.04.5064
1891	04/28/23	STORM STRUCTURE PROTECTI	456.00						M	STORM WATER MAIN	50.75.607.14.5663
1891	04/28/23	17/64 DRILL BIT	1.80						M	SMALL TOOLS	90.70.801.04.5018
1891	04/28/23	17/64 DRILL BIT	1.80						M	SMALL TOOLS	92.70.901.04.5018
1891	04/28/23	JOEL TOOLS	33.94						M	SMALL TOOLS	60.60.420.04.5018
1891	04/28/23	OFFICE SUPPLIES	26.82				-		M	GENERAL SUPPLIES	10.40.500.04.5001
1891	04/28/23	BATTERY FOR #709	316.80						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	AIR FILTER	30.27						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	BACK HOE REPAIR	172.61						M	VEHICLE MAINTENA	60.60.420.14.5541
1891	04/28/23	FLAT SHOVEL AND SCRAPER	39.95						M	SMALL TOOLS	90.70.801.04.5018
1891	04/28/23	TIE ROD END FOR #704	97.58						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	NTOA SUPERVISING CRITICA	304.00						M	REGISTRATION FEE	69.40.501.06.5251
1891	04/28/23	SHOCKS FOR #704	125.38						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	BRAKE REPAIR FOR FORD RA	442.05						M	VEHICLE MAINTENA	90.70.802.14.5541
1891	04/28/23	CREDIT VOUCHER ADVANCE A	30.27CR						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	FIRE INTERVIEW PANEL LUN	62.75						M	FOOD	10.50.300.04.5013
1891	04/28/23	PAPER	36.69						M	MAINTENANCE MATE	60.60.420.04.5009
1891	04/28/23	PROFESSIONAL CERTIFICATI	70.00						M	MEMBERSHIP DUES	60.60.415.38.5811
1891	04/28/23	LAB SUPPLIES	51.17						M	LAB SUPPLIES	90.70.802.04.5014
1891	04/28/23	2023 ICMA ANNUAL MEMBERS	926.00						M	MEMBERSHIP DUES	10.20.001.38.5811
1891	04/28/23	GENERAL SUPPLIES	260.89						M	MAINTENANCE MATE	65.60.491.04.5009
1891	04/28/23	CTO TRAINING FOR WOLFE	425.00						M	TRAINING TRAVEL	10.40.500.06.5210
1891	04/28/23	BATTERIES FOR #709	454.39						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	GRASS SEED PURCHASE	88.98						M	GROUNDS/LANDSCAP	73.70.226.14.5575
1891	04/28/23	LIFT INSPECTION AND YEAR	69.95						M	VEHICLE MAINTENA	10.60.482.14.5541
1891	04/28/23	NACHO CHEESE MACHINES	439.98						M	BUILDING IMPROVE	61.60.458.36.7402
1891	04/28/23	HOOD LATCH REPAIR PARTS	7.24						M	VEHICLE MAINTENA	10.50.301.14.5541
1891	04/28/23	MEASURING TAPE FOR SOCCE	31.98						M	MINOR TOOLS	61.60.458.04.5018
1891	04/28/23	MEETING WITH LEDC	7.61				-		M	OTHER MISC FEES	56.20.001.08.5365
1891	04/28/23	5 GALLON BUCKETS	36.30						M	GENERAL SUPPLIES	90.70.801.04.5001
1891	04/28/23	AIR FILTER FOR CRACK SEA	21.22						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	TELECOMMUNICATOR WEEK SU	84.58				-		M	GENERAL SUPPLIES	10.40.500.04.5001
1891	04/28/23	CREDIT VOUCHER DOUBLETRE	745.02CR						M	TRAINING COSTS	10.50.315.06.5259
1891	04/28/23	UNIFORM CLOTHING HAT'S &	168.00						M	CLOTHING EXPENSE	92.70.901.38.5812
1891	04/28/23	UNIFORM CLOTHING HAT'S &	168.00						M	CLOTHING EXPENSE	90.70.801.38.5812
1891	04/28/23	PARTS FOR MATERIAL SPREA	488.41						M	SUPPLIES-SNOW RE	10.70.225.15.5634
1891	04/28/23	CAPTAINS ASSESSMENT LUNC	41.93						M	FOOD	10.50.300.04.5013
1891	04/28/23	SUPPLIES OFFICE MOW	65.56						M	A/R REIMBURSEABL	10.1405
1891	04/28/23	WORK CLOTHING	178.48						M	CLOTHING EXPENSE	10.70.221.38.5812
1891	04/28/23	LODGING FOR 6-DAY NATION	693.36						M	TRAINING COSTS	10.50.315.06.5259
1891	04/28/23	PARTY PACKAGE	95.00						M	BIRTHDAY PARTIES	65.60.417.08.8805
1891	04/28/23	LODGING FOR 6-DAY NATION	745.02						M	TRAINING COSTS	10.50.315.06.5259
1891	04/28/23	SALT SPREADER PARTS FOR	550.80						M	SUPPLIES-SNOW RE	10.70.225.15.5634
1891	04/28/23	CARDSTOCK	76.77						M	GENERAL SUPPLIES	61.60.458.04.5001
1891	04/28/23	OFFICE SUPPLIES	9.33						M	GENERAL SUPPLIES	90.30.133.04.5001
1891	04/28/23	OFFICE SUPPLIES	9.33						M	GENERAL SUPPLIES	92.30.134.04.5001
1891	04/28/23	OFFICE SUPPLIES	9.32						M	GENERAL SUPPLIES	10.30.130.04.5001
1891	04/28/23	AIR FILTER FOR PUMP	19.27						M	CONST CNTRCT-CLA	94.70.801.36.7510
1891	04/28/23	COMMAND COLLEGE HOTEL RE	524.30						M	TRAINING TRAVEL	10.40.500.06.5210

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1891	04/28/23	GODWIN PUMP OIL	43.09						M	MISC EQUIPMENT M	90.70.801.14.5559
1891	04/28/23	GODWIN PUMP OIL	43.08						M	MISC EQUIPMENT M	92.70.901.14.5559
1891	04/28/23	OIL FOR PUMP	24.99						M	CONST CNTRCT-CLA	94.70.801.36.7510
1891	04/28/23	TRUCK 129 BRAKE/ROTOR RE	1,383.46						M	VEHICLE MAINTENA	90.70.802.14.5541
1891	04/28/23	HOSES FOR CLEANING	20.14						M	BUILDING MAINTEN	60.60.420.14.5571
1891	04/28/23	HACH TNT PARTIAL SHIPMEN	62.11						M	LAB SUPPLIES	92.70.902.04.5014
1891	04/28/23	KATIE TRAINING	299.40						M	TRAINING COSTS	65.60.491.06.5259
1891	04/28/23	ITEMS FOR CRACK SEALER S	132.88						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	FILTERS FOR BOBCAT	73.76						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	YARD WASTE BAGS FOR WORK	14.46						M	SUPPLIES-CEMETER	73.70.226.04.5073
1891	04/28/23	AED FAST RESPONSE KITS	42.40						M	GENERAL SUPPLIES	92.70.901.04.5001
1891	04/28/23	AED FAST RESPONSE KITS	42.40						M	GENERAL SUPPLIES	90.70.801.04.5001
1891	04/28/23	310 SEAT FOAM	58.98						M	VEHICLE MAINTENA	60.60.420.14.5541
1891	04/28/23	TWO WHEEL TRAILER REPAIR	27.99						M	MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	PARTY PACKAGE	95.00						M	BIRTHDAY PARTIES	65.60.417.08.8805
1891	04/28/23	SUPPLIES FOR COURT	154.62						M	GENERAL SUPPLIES	10.20.131.04.5001
1891	04/28/23	CREDIT VOUCHER LOWES #01	184.26CR						M	TREE MAINTENANCE	60.60.420.14.5574
1891	04/28/23	PARTY PACKAGE	95.00						M	BIRTHDAY PARTIES	65.60.417.08.8805
1891	04/28/23	SADDLE TAPS 8X4"	137.90						M	MAINS & LINES MA	92.70.901.14.5532
1891	04/28/23	AIR FILTER AND COPPER PL	28.21						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	HYDRAULIC HOSES	217.68						M	MISC EQUIPMENT M	90.70.801.14.5559
1891	04/28/23	HYDRAULIC HOSES	217.67						M	MISC EQUIPMENT M	92.70.901.14.5559
1891	04/28/23	MONTHLY DISH NETWORK FEE	180.88						M	MISCELLANEOUS FE	65.60.491.08.5399
1891	04/28/23	310 SEAT COVER	53.62						M	VEHICLE MAINTENA	60.60.420.14.5541
1891	04/28/23	PDU POWER ADAPTERS	46.58						M	MINOR EQUIPMENT	10.90.132.18.5601
1891	04/28/23	BLOOD PRESSURE CUFF AND	48.37						M	GENERAL SUPPLIES	90.70.801.04.5001
1891	04/28/23	LEE CHEMICAL SAMPLING SU	1,792.32						M	LAB SUPPLIES	90.70.802.04.5014
1891	04/28/23	TRAILER REPAIR	29.97						M	MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	LIGHT BULBS	165.96						M	BUILDING IMPROVE	61.60.458.36.7402
1891	04/28/23	LIGHT BULBS	82.98						M	BUILDING IMPROVE	61.60.458.36.7402
1891	04/28/23	TANDEM TRAILER REPAIR	87.90						M	MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	WELLNESS WEDNESDAY PRIZE	26.75						M	PROGRAM SUPPLIES	10.60.483.04.5099
1891	04/28/23	FILE CABINET FOR COURT	874.72						M	GENERAL SUPPLIES	10.20.131.04.5001
1891	04/28/23	FIRE CAPTAINS ASSESSMENT	73.36						M	FOOD	10.50.300.04.5013
1891	04/28/23	OFFICE SUPPLIES	7.89						M	GENERAL SUPPLIES	90.70.802.04.5001
1891	04/28/23	DOOR JAM PAINT ADMIN	18.20						M	FACILITIES MAINT	10.70.221.14.5572
1891	04/28/23	OIL CHANGE AND TIRE ROTA	83.63						M	VEHICLE MAINTENA	10.80.153.14.5541
1891	04/28/23	GENERAL SUPPLIES FOR CIT	39.91						M	FACILITIES MAINT	10.70.221.14.5572
1891	04/28/23	BACKGROUND CHECKS.	450.00					-	M	CRIMINAL HISTORY	10.2474
1891	04/28/23	BACKGROUND CHECKS.	9.25					-	M	MISCELLANEOUS FE	10.30.130.08.5399
1891	04/28/23	EXTENSION CORD FOR 3RD F	34.95						M	FACILITIES MAINT	10.70.221.14.5572
1891	04/28/23	UNIFORM ITEMS	82.50						M	CLOTHING EXPENSE	10.70.225.38.5812
1891	04/28/23	ROCK PAINTING SUPPLIES	69.30						M	RECREATION SUPPL	10.60.483.04.5004
1891	04/28/23	ST. PADDY'S SUPPLIES	28.21						M	PROGRAM SUPPLIES	10.60.483.04.5099
1891	04/28/23	ADD A LICENSE TO THE CIT	282.74						M	SOFTWARE MAINTEN	10.90.132.14.5591
1891	04/28/23	FILTERS FOR BOBCAT SERVI	535.21						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	HOSES FOR GRABBER BUCKET	172.23						M	MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	BLADES FOR BRUSH HOG	387.50						M	MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	SUPPLIES FOR COURT	6.86						M	GENERAL SUPPLIES	10.20.131.04.5001
1891	04/28/23	DISCOUNT NOT APPLIED ORI	39.90CR						M	MISC EQUIPMENT M	60.60.420.14.5559

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1891	04/28/23	APPRECIATION RSVP	16.20						M	RSVP GRANT	65.60.491.04.5064
1891	04/28/23	METAL FOR LOCATE WIRE PU	63.80						M	CONST CNTRCT-CLA	94.70.801.36.7510
1891	04/28/23	MONTHLY FLAT BASE RATE F	367.00						M	CONTRACT LABOR	65.60.491.08.5397
1891	04/28/23	CREDIT VOUCHER MIDWAY AU	470.00CR						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	TV PURCHASED TO REPLACE	1,399.99						M	MISCELLANEOUS EX	12.95.140.38.5989
1891	04/28/23	BATTERY FOR 303	167.93						M	MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	BAC T SUPPLIES	82.63						M	LAB SUPPLIES	90.70.802.04.5014
1891	04/28/23	FLEET SERVICE	38.00						M	INTERNET SERVICE	10.90.132.08.5304
1891	04/28/23	HAMMER DRILL	185.07						M	SMALL TOOLS	60.60.420.04.5018
1891	04/28/23	TOOL FOR DIGESTER AERATO	145.70						M	MAINTENANCE SUPP	92.70.902.04.5009
1891	04/28/23	RAKES	69.98						M	GENERAL SUPPLIES	10.70.225.04.5001
1891	04/28/23	COMMUNITY GARDEN RSVP	199.98						M	RSVP GRANT	65.60.491.04.5064
1891	04/28/23	MOUNT FOR THE NEW TV BEI	99.99						M	MISCELLANEOUS EX	12.95.140.38.5989
1891	04/28/23	BAC T SUPPLIES	1,616.96						M	LAB SUPPLIES	90.70.802.04.5014
1891	04/28/23	WALKIE TALKIES	93.00						M	SMALL TOOLS	60.60.420.04.5018
1891	04/28/23	TOOL BOX FOR LANDSCAPING	399.00						M	LANDSCAPING	52.60.420.14.5583
1891	04/28/23	CANTERBURY PLANTS	12.21						M	LANDSCAPING	60.60.420.14.5583
1891	04/28/23	MISC HACH TNT, PIPETTE T	952.32						M	LAB SUPPLIES	92.70.902.04.5014
1891	04/28/23	BAC T SUPPLIES	330.25						M	LAB SUPPLIES	90.70.802.04.5014
1891	04/28/23	FIRE DREMEL BLADES, GRIN	139.88						M	MINOR EQUIPMENT	10.50.301.18.5601
1891	04/28/23	MISSOURI FIRE HCIEFS ROO	520.00						M	TRAINING COSTS	10.50.315.06.5259
1891	04/28/23	WATER	47.76						M	GENERAL SUPPLIES	60.60.420.04.5001
1891	04/28/23	LOCKS FOR NEW LOCKERS	91.50						M	BUILDING IMPROVE	61.60.458.36.7402
1891	04/28/23	RESTROOM PARTS	31.25						M	BUILDING MAINTEN	60.60.420.14.5571
1891	04/28/23	TICKET TRIP DAY	34.00						M	MISCELLANEOUS SU	10.60.481.04.5099
1891	04/28/23	VOLUNTEER RECOGNITION RS	32.95						M	RSVP GRANT	65.60.491.04.5064
1891	04/28/23	COMMUNITY GARDEN RSVP	72.35						M	RSVP GRANT	65.60.491.04.5064
1891	04/28/23	LAB STANDARDS FOR QA/QC,	250.48						M	LAB SUPPLIES	92.70.902.04.5014
1891	04/28/23	OFFICE SUPPLIES	33.82						M	GENERAL SUPPLIES	92.70.901.04.5001
1891	04/28/23	CREDIT VOUCHER LOWES #01	13.93CR						M	FACILITIES MAINT	10.70.221.14.5572
1891	04/28/23	2023 MOCCFOA HOTEL	220.40					-	M	TRAINING TRAVEL	10.20.021.06.5210
1891	04/28/23	NITRILE GLOVES	389.56						M	LAB SUPPLIES	92.70.902.04.5014
1891	04/28/23	CREDIT RETURN	94.25CR						M	BUILDING MAINTEN	92.70.901.14.5571
1891	04/28/23	CREDIT RETURN	94.25CR						M	BUILDING MAINTEN	90.70.801.14.5571
1891	04/28/23	SIGNS FOR MBT PUMP GPM.	129.11						M	GENERAL SUPPLIES	92.70.902.04.5001
1891	04/28/23	CREDIT VOUCHER ETSY.COM	1.80CR					-	M	GENERAL SUPPLIES	10.40.500.04.5001
1891	04/28/23	OFFICE SUPPLIES	20.65						M	GENERAL SUPPLIES	65.60.491.04.5001
1891	04/28/23	XD CUFFS	865.96						M	MEDICAL SUPPLIES	10.50.311.04.5003
1891	04/28/23	OFFICE SUPPLIES	87.62						M	GENERAL SUPPLIES	90.30.133.04.5001
1891	04/28/23	OFFICE SUPPLIES	87.62						M	GENERAL SUPPLIES	92.30.134.04.5001
1891	04/28/23	OFFICE SUPPLIES	87.63						M	GENERAL SUPPLIES	10.30.130.04.5001
1891	04/28/23	TOOLS	137.10						M	BUILDING IMPROVE	61.60.458.36.7402
1891	04/28/23	SUPPLIES FOR COURT	13.22						M	GENERAL SUPPLIES	10.20.131.04.5001
1891	04/28/23	DOOR JAM BUMPERS	33.87						M	FACILITIES MAINT	10.70.221.14.5572
1891	04/28/23	SILICONE MATS	30.28						M	LAB SUPPLIES	90.70.802.04.5014
1891	04/28/23	MATERIALS FOR CATCH BASI	42.00						M	STORM WATER MAIN	50.75.607.14.5663
1891	04/28/23	DRILL BIT	8.72						M	FACILITIES MAINT	10.70.221.14.5572
1891	04/28/23	$7.13.92 - 3/14/23 - MOW	713.92						M	RSVP GRANT	65.60.491.04.5064
1891	04/28/23	CREDIT VOUCHER ETSY.COM	9.05CR					-	M	GENERAL SUPPLIES	10.40.500.04.5001
1891	04/28/23	SHIRT JACKET	59.99						M	PROTECTIVE CLOTH	90.70.802.38.5813

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1891	04/28/23	IRRIGATION SUBSCRIPTION	25.00						M	GROUNDS/LANDSCAP	61.60.458.14.5575
1891	04/28/23	ADMIN CONFERENCE ROOM PA	225.74						M	FACILITIES MAINT	10.70.221.14.5572
1891	04/28/23	PLUNGERS AND BRUSHES FOR	52.89						M	BUILDING MAINTEN	61.60.458.14.5571
1891	04/28/23	CREDIT VOUCHER ETSY.COM	1.85CR					-	M	GENERAL SUPPLIES	10.40.500.04.5001
1891	04/28/23	CAPTAINS TESTING LUNCH	300.00						M	FOOD	10.50.300.04.5013
1891	04/28/23	POISON IVY CREAM	176.84						M	MAINTENANCE MATE	60.60.420.04.5009
1891	04/28/23	OFFICE SUPPLIES	118.88						M	GENERAL SUPPLIES	65.60.491.04.5001
1891	04/28/23	REPLACEMENT JACKET	59.99						M	PROTECTIVE CLOTH	90.70.802.38.5813
1891	04/28/23	FLAG POLE REPAIR	4.89						M	BUILDING MAINTEN	92.70.901.14.5571
1891	04/28/23	FLAG POLE REPAIR	4.89						M	BUILDING MAINTEN	90.70.801.14.5571
1891	04/28/23	UNIFORM ITEMS	134.34						M	CLOTHING EXPENSE	10.70.225.38.5812
1891	04/28/23	OFFICE SUPPLIES	5.06						M	GENERAL SUPPLIES	90.30.133.04.5001
1891	04/28/23	OFFICE SUPPLIES	5.06						M	GENERAL SUPPLIES	92.30.134.04.5001
1891	04/28/23	OFFICE SUPPLIES	5.06						M	GENERAL SUPPLIES	10.30.130.04.5001
1891	04/28/23	LAB SUPPLIES	435.39						M	LAB SUPPLIES	90.70.802.04.5014
1891	04/28/23	POWER WASHER NOZZLE AND	27.99						M	GENERAL SUPPLIES	10.70.225.04.5001
1891	04/28/23	OFFICE SUPPLIES	277.73						M	GENERAL SUPPLIES	90.70.802.04.5001
1891	04/28/23	BALL VALVE FOR POWER WAS	31.96						M	GENERAL SUPPLIES	10.70.225.04.5001
1891	04/28/23	WALL CLOCK	46.24						M	BUILDING MAINTEN	92.70.901.14.5571
1891	04/28/23	WALL CLOCK	46.24						M	BUILDING MAINTEN	90.70.801.14.5571
1891	04/28/23	DESHAUN GLOVES	19.98						M	MISCELLANEOUS SU	61.60.458.04.5099
1891	04/28/23	WORK SHIRTS? THIS HAS T	334.53						M	CLOTHING EXPENSE	10.70.221.38.5812
1891	04/28/23	OIL CHANGE FOR TRUCK #70	63.50						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	TARPS FOR TREES	29.96						M	MAINS & LINES MA	92.70.901.14.5532
1891	04/28/23	CARPET BASE BASE GLUE T	68.25						M	FACILITIES MAINT	10.70.221.14.5572
1891	04/28/23	OIL CHANGE FOR TRUCK #70	98.70						M	VEHICLE MAINTENA	10.70.225.14.5541
1891	04/28/23	HOSE AND HOSE CLAMP	2.39						M	MISC EQUIPMENT M	90.70.801.14.5559
1891	04/28/23	HOSE AND HOSE CLAMP	2.39						M	MISC EQUIPMENT M	92.70.901.14.5559
1891	04/28/23	POSTAGE FOR MAILING STAM	9.85						M	GENERAL SUPPLIES	10.80.151.04.5001
1891	04/28/23	PUBLIC SAFETY TELECOMMUN	122.94					-	M	GENERAL SUPPLIES	10.40.500.04.5001
1891	04/28/23	REGISTRATION TRANSFER	8.41						M	VEHICLE MAINTENA	10.40.500.14.5541
1891	04/28/23	1101 DUNWICH FENCE	489.56						M	TREE MAINTENANCE	60.60.420.14.5574
1891	04/28/23	WORK SHIRTS	49.00						M	CLOTHING EXPENSE	10.70.221.38.5812
1891	04/28/23	TRACTOR HANDLE	162.00						M	MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	MOUSE PAD FOR NICOLE LEW	49.85						M	GENERAL SUPPLIES	10.25.011.04.5001
1891	04/28/23	PANDORA MUSIC- WELLNESS	26.95						M	MISCELLANEOUS FE	65.60.491.08.5399
1891	04/28/23	ANTIFREEZE FOR VAC AND S	33.51						M	VEHICLE MAINTENA	90.70.801.14.5541
1891	04/28/23	LAPTOPS	1,915.00						M	MINOR COMPUTER E	10.90.132.18.5605
1891	04/28/23	STOOLS FOR CONCESSIONS	132.86						M	RECREATION SUPPL	61.60.458.04.5004
1891	04/28/23	STICK THERMOMETERS	123.12						M	LAB SUPPLIES	92.70.902.04.5014
1891	04/28/23	YARD SIGNS FOR THE BIG B	314.03						M	RECREATION SUPPL	60.60.415.04.5004
1891	04/28/23	ICE MAKER FILTER PARTS	36.77						M	MISC EQUIPMENT M	90.70.801.14.5559
1891	04/28/23	ICE MAKER FILTER PARTS	36.76						M	MISC EQUIPMENT M	92.70.901.14.5559
1891	04/28/23	SCOTCH TAPE REFILL FOR A	9.98						M	GENERAL SUPPLIES	10.20.001.04.5001
1891	04/28/23	OFFICER SUPPLIES	22.26						M	GENERAL SUPPLIES	90.30.133.04.5001
1891	04/28/23	OFFICER SUPPLIES	22.26						M	GENERAL SUPPLIES	92.30.134.04.5001
1891	04/28/23	OFFICER SUPPLIES	22.26						M	GENERAL SUPPLIES	10.30.130.04.5001
1891	04/28/23	REVIEW MIRROR FOR FRONT	41.98						M	GENERAL SUPPLIES	10.20.001.04.5001
1891	04/28/23	SUPPLIES	47.92						M	BUILDING IMPROVE	61.60.458.36.7402
1891	04/28/23	CLEANING SUPPLIES	13.43						M	MAINTENANCE MATE	65.60.491.04.5009

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1891	04/28/23	MOVING SKIDS	106.67							M MINOR EQUIPMENT	10.70.221.18.5601
1891	04/28/23	TRAINING MATERIAL	88.00						-	M GENERAL SUPPLIES	10.40.500.04.5001
1891	04/28/23	BRAKES FOR 308	200.00							M VEHICLE MAINTENA	60.60.420.14.5541
1891	04/28/23	COMMUNITY GARDEN - LOWES	178.99							M RSVP GRANT	65.60.491.04.5064
1891	04/28/23	TICKETS TO NEW THEATRE R	555.00							M MISCELLANEOUS SU	10.60.481.04.5099
1891	04/28/23	POWER WASHER WAND AND FI	196.94							M GENERAL SUPPLIES	10.70.225.04.5001
1891	04/28/23	USED TIRE DISPOSAL	21.00							M VEHICLE MAINTENA	60.60.420.14.5541
1891	04/28/23	LAPTOP	3,230.00							M MINOR COMPUTER E	10.90.132.18.5605
1891	04/28/23	CREDIT VOUCHER OREILLY A	176.02CR							M VEHICLE MAINTENA	60.60.420.14.5541
1891	04/28/23	SWIVEL FITTING	288.98							M WATER PLANT MAIN	90.70.802.14.5534
1891	04/28/23	HELLO SIGN	20.00							M MISCELLANEOUS FE	65.60.491.08.5399
1891	04/28/23	TRACTOR HANDLE	174.00							M MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	CREDIT TRACTOR DOOR HAND	174.00CR							M MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	MOP BUCKET	70.17							M RECREATION SUPPL	61.60.458.04.5004
1891	04/28/23	SARAH'S SUPPLIES	247.57							M LANDSCAPING	52.60.420.14.5583
1891	04/28/23	BUNGIE CORDS FOR TRUCKS	31.96							M MAINTENANCE SUPP	92.70.902.04.5009
1891	04/28/23	LUAU AND ST. PADDY'S DAY	81.79							M PROGRAM SUPPLIES	10.60.483.04.5099
1891	04/28/23	LIME	89.94							M MAINS & LINES MA	92.70.901.14.5532
1891	04/28/23	WATER FILTER	21.61							M BUILDING MAINTEN	90.70.801.14.5571
1891	04/28/23	WATER FILTER	21.60							M BUILDING MAINTEN	92.70.901.14.5571
1891	04/28/23	AUTO URINAL FLUSHER	101.25							M BUILDING MAINTEN	90.70.801.14.5571
1891	04/28/23	AUTO URINAL FLUSHER	101.25							M BUILDING MAINTEN	92.70.901.14.5571
1891	04/28/23	TOOLS FOR BRICK WORK ON	46.42							M MISCELLANEOUS SU	73.70.226.04.5099
1891	04/28/23	HAND TOOLS	79.98							M MINOR EQUIPMENT	90.70.801.18.5601
1891	04/28/23	HAND TOOLS	79.98							M MINOR EQUIPMENT	92.70.901.18.5601
1891	04/28/23	PRINTER CARTRIDGES	34.71							M GENERAL SUPPLIES	90.30.133.04.5001
1891	04/28/23	PRINTER CARTRIDGES	34.71							M GENERAL SUPPLIES	92.30.134.04.5001
1891	04/28/23	PRINTER CARTRIDGES	34.70							M GENERAL SUPPLIES	10.30.130.04.5001
1891	04/28/23	ALEX CLOTHING	19.99							M CLOTHING EXPENSE	92.70.901.38.5812
1891	04/28/23	COMPRESSOR MAINTENANCE	941.86							M WATER PLANT MAIN	90.70.802.14.5534
1891	04/28/23	#131 BOOM SWITCH	4.50							M VEHICLE MAINTENA	90.70.801.14.5541
1891	04/28/23	#131 BOOM SWITCH	4.49							M VEHICLE MAINTENA	92.70.901.14.5541
1891	04/28/23	POLICE ORAL BOARD LUNCH	80.00							M MEETING EXPENSE	10.40.500.38.5803
1891	04/28/23	HAND TOOLS	146.42							M MINOR EQUIPMENT	90.70.801.18.5601
1891	04/28/23	HAND TOOLS	146.41							M MINOR EQUIPMENT	92.70.901.18.5601
1891	04/28/23	VEST COVER UPFITTING	34.59							M CLOTHING EXPENSE	10.40.501.38.5812
1891	04/28/23	MAINTENCE SUPPLIES	218.50							M VEHICLE MAINTENA	60.60.420.14.5541
1891	04/28/23	MAINTENCE SUPPLIES	218.49							M MISC EQUIPMENT M	60.60.420.14.5559
1891	04/28/23	MICHAEL CDL	53.29							M TRAINING COSTS	90.70.801.06.5259
1891	04/28/23	LETTER SIZE MANILA FOLDE	46.41							M GENERAL SUPPLIES	10.40.500.04.5001
1891	04/28/23	CREDIT VOUCHER LOWES #01	74.98CR							M BUILDING IMPROVE	61.60.458.36.7402
1891	04/28/23	2023 PLANNER	4.99							M GENERAL SUPPLIES	10.30.130.04.5001
1891	04/28/23	2023 PLANNER	4.99							M GENERAL SUPPLIES	90.30.133.04.5001
1891	04/28/23	2023 PLANNER	5.01							M GENERAL SUPPLIES	92.30.134.04.5001
1891	04/28/23	RIFLE LIGHTS	586.36							M ARMORY SUPPLIES	10.40.501.04.5051
1891	04/28/23	FILE FOLDERS	5.28							M GENERAL SUPPLIES	10.30.130.04.5001
1891	04/28/23	FILE FOLDERS	5.28							M GENERAL SUPPLIES	90.30.133.04.5001
1891	04/28/23	FILE FOLDERS	5.29							M GENERAL SUPPLIES	92.30.134.04.5001
1891	04/28/23	ALEX CLOTHING	101.98							M CLOTHING EXPENSE	92.70.901.38.5812
1891	04/28/23	FENCE REPAIR AT 5PLEX	11.54							M BUILDING IMPROVE	61.60.458.36.7402

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1891	04/28/23	GENERAL SUPPLIES	159.45						M	MAINTENANCE MATE	65.60.491.04.5009
1891	04/28/23	RIFLE PARTS	220.64						M	ARMORY SUPPLIES	10.40.501.04.5051
1891	04/28/23	CREDIT VOUCHER OPTICSPLA	17.71CR						M	ARMORY SUPPLIES	10.40.501.04.5051
1891	04/28/23	NICK GRAHAM CLOTHING.	137.62						M	CLOTHING EXPENSE	90.70.801.38.5812
1891	04/28/23	NICK GRAHAM PROTECTIVE.	39.99						M	PROTECTIVE CLOTH	90.70.801.38.5813
			121,612.93 *CHECK TOTAL								
		VENDOR TOTAL	121,630.47								

STAFF REPORT

Planning and Zoning Case 23-16FDP

Staff: Michael Peterman, City Planner

Date: May22, 2023

GENERAL INFORMATION

Application:	**Final Development Plan for 27,500 square foot expansion of Ford Motor Stamping Plant**
Applicant:	Patrick Joyce OWN 941 W. 141st Terrace Kansas City, MO 64145
Location:	2401 Plummer Road
Site Acreage:	259 acre parcel; Ford Motor Stamping Plant, 1st plat
Building Area:	915,825 square feet existing, 27,500 proposed addition
Parking:	273 parking stalls existing
Existing Land Use / Zoning:	Flex/Industrial / BP, Business Park district
Surrounding Land Use / Zoning:	**North**: South Liberty Parkway & Future Commercial / C-2, General Business **South**: Ford Manufacturing Plant / Claycomo zoning **East**: Liberty Commerce Center & residential / M-1 Light Industrial & R-1A, Suburban Residential district **West**: Open space; commercial / Pleasant Valley zoning
Public Notice:	None Required
File Date:	April 7, 2023

PREVIOUS CASES / SITE HISTORY

P&Z Case 21-54FDP:	A 55,000 sq. ft. addition to stamping plant that was approved on December 20, 2021
P&Z Case 19-14FDP:	A 101,000 sq. ft. addition to stamping plant that was approved on May 28, 2019. The building permits for this expansion were never issued and the plan sunset in May 2021

P&Z Case 18-26FDP:	A 359,000 sq. ft. addition to stamping plant that was approved on November 26, 2018.
P&Z Case 18-09FDP:	A 40,500 sq. ft. addition to stamping plant that was approved on June 25, 2018.
P&Z Case 15-44FDP:	A 7,500 sq. ft. addition to stamping plant that was approved on September 22, 2015.
P&Z Case 13-17FDP:	A 12,825 sq. ft. addition to stamping plant that was approved by City Council on April 22, 2013.
P&Z Case 11-46FDP:	A Final Development Plan for a 441,000 square foot manufacturing facility, known as the Ford Motor Stamping Plant, was approved by City Council.
P&Z Case 11-45FP:	A preliminary and Final Plat for Ford Motor Stamping Plant was approved by City Council.
P&Z Case 11-29R:	A rezone of 294 acres from R-1A, Suburban Residential to BP, Business Park was approved by City Council.

APPLICANT'S PROPOSAL

Use
The proposal is a 27,500 square foot expansion of the existing Ford Stamping Plant (the Plant) on Plummer Road south of South Liberty Parkway. This expansion will be the sixth expansion of the building on the 259 acre property. The expansion will bring the building to 943,325 square foot in size.

Site Layout/Access
The expansion as proposed will add 27,500 square feet to the east portion of the existing building. Access is by private drive from Plummer Road, Garrison Road, and South Liberty Parkway. Lighting will match what was approved with the original building for the addition.

Building Design
Exterior design will match the existing Plant and consist of metal siding.

Landscape Plan
The city's development ordinance requires landscaping and trees to be planted at each new development and when trees are cleared. The applicant is proposing to add 10 trees on the north side of the project in an area with thinning natural vegetation to help screen the view of the facility from South Liberty Parkway. The UDO requires 1 large growing tree per 3,000 sq. ft. of building area. The proposal meets the requirements of Section 30-97.4 of the UDO.

PUBLIC INFRASTRUCTURE

Sanitary Sewer
The site has direct access to a 10" public sanitary sewer main at the southwest corner of the property.

Water
There is direct access to existing 12" and 16" water mains along South Liberty Parkway at Plummer Road.

Streets
The site has access to fully improved US-69 Highway along the west side and fully improved South Liberty Parkway along the north side. Garrison Road, a portion of which is privately owned, runs from US-69 Highway toward the southeast through the west half of the property.

Stormwater
Stormwater runoff is collected on site and is transferred through a series of engineered swales and ponds. Storm water will be detained and released at an acceptable rate, ultimately released into Shoal Creek south of the site.

STAFF ANALYSIS

Staff analyzed this application in accordance with the Liberty *Unified Development Ordinance* (UDO), Section 30-27.8. All criteria must be satisfied in order for staff to recommend approval:

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 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;**
   Light manufacturing, along with distribution and warehousing facilities are allowed by right within the BP, Business Park district.

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

STAFF RECOMMENDATION

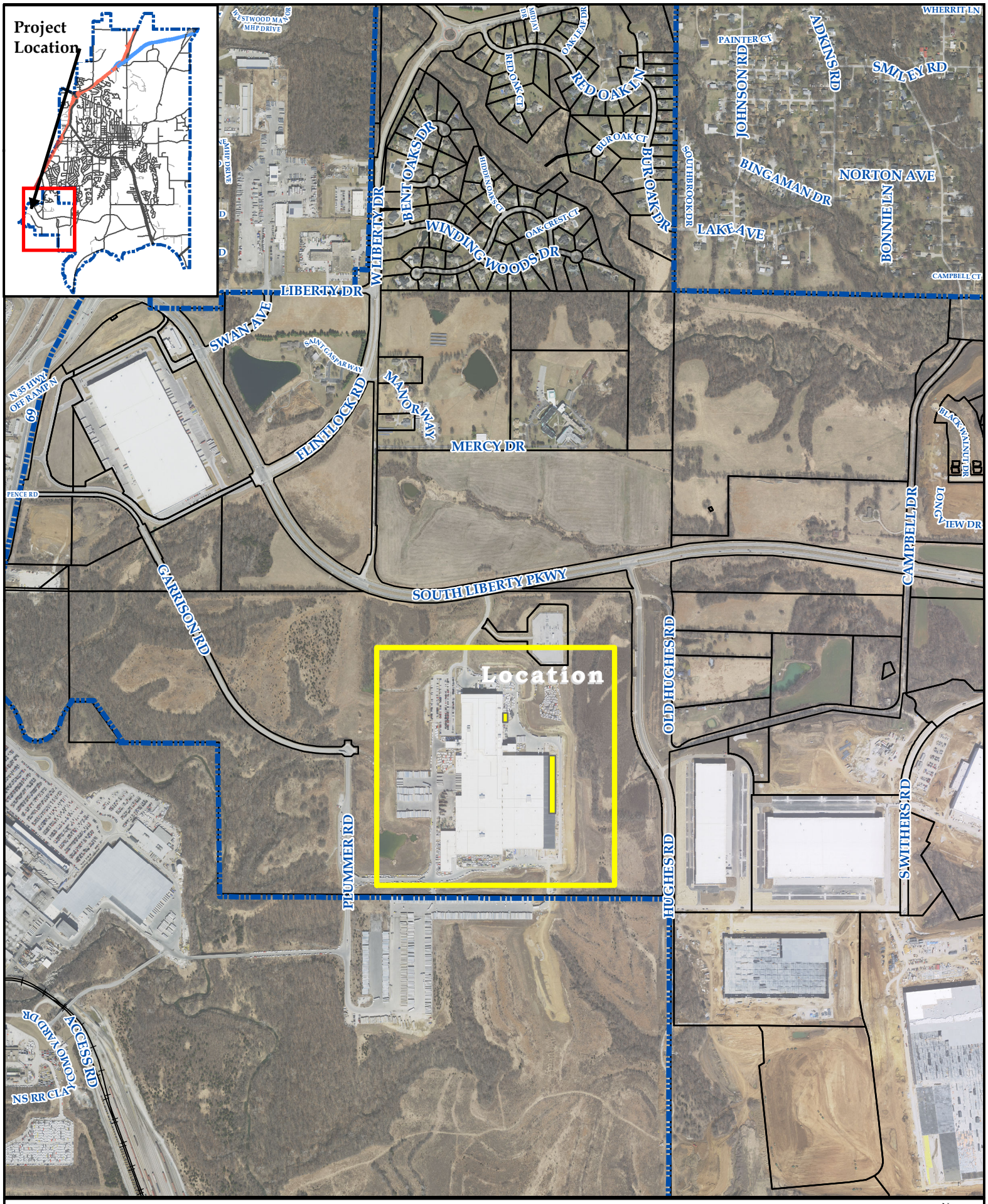
Staff finds this application meets the standards of review for a Final Development Plan in Section 30-27.8 of the UDO and recommends approval of P&Z Case 23-16FDP.

PZ RECOMMENDATION

At its May 9, 2023 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 23-16FDP as presented in the staff report.

ATTACHMENTS

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



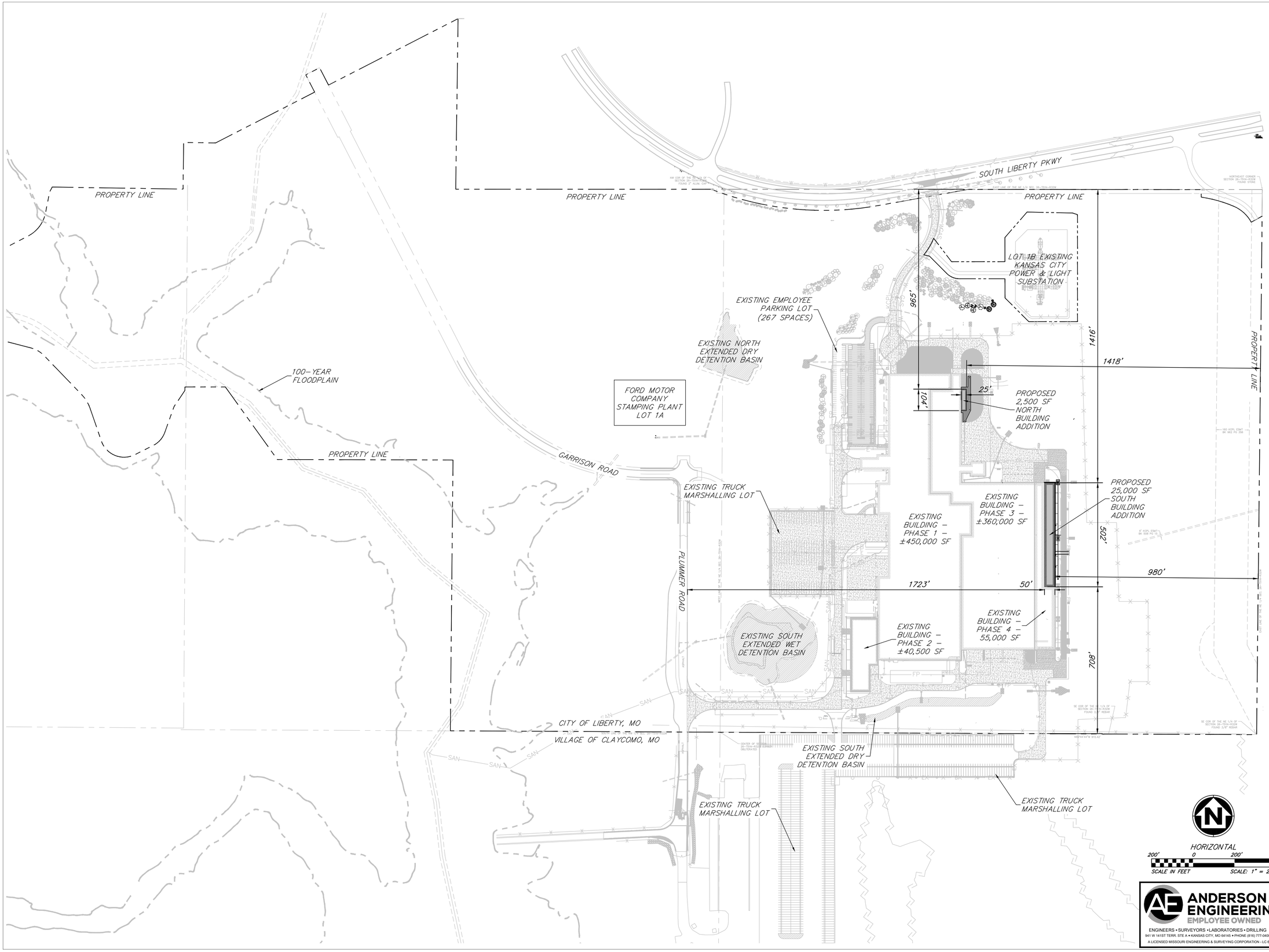
City of Liberty missouri

P&Z Case 23-16FDP
Final Development Plan
Ford Stamping Plant Addition

EXHIBIT A: VICINITY MAP

N W E S

Date: 5/3/2023



ANDERSON ENGINEERING
EMPLOYEE OWNED
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FORDLAND

330 TOWN CENTER DRIVE, SUITE 1100
DEARBORN, MICHIGAN 48126-2738
USA

FORD MOTOR COMPANY
KANSAS CITY ASSEMBLY PLANT

STAMPING BUILDING
10-BAYS BUILDING

LIBERTY CLAY MISSOURI

FORD LAND DOCUMENT PROJECT NUMBER: 2323-003

gala & ASSOCIATES, INC.
31455 SOUTHFIELD ROAD
BEVERLY HILLS, MI 48025
PHONE: 248-642-8610
FAX: 248-642-8224
JOB NO. 121-4287

STATE OF MISSOURI
DALTON R. SIGNER
NUMBER
PE-2021004786
04-05-23
PROFESSIONAL ENGINEER

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DATE:	ISSUED FOR
04-21-2023	FDP STAFF COMMENTS
04-07-2023	FINAL DEVELOPMENT PLAN

IN CHARGE: DS
DRAWN BY: JK
DESIGNED BY: JK
CHECKED BY: DS
APPROVED BY: DS

SHEET TILE:
OVERALL SITE PLAN

FORD DWG NO.

SHEET NUMBER
C100

G:\Shared drives\KC10 - Land Development\Projects\2023\23KC10007 Gala - Ford KCAP Stamping Addition\01 CIVIL\03-DWG\Sheet\Final Development Plan\23KC10007-DEVPLAN-SITE.dwg
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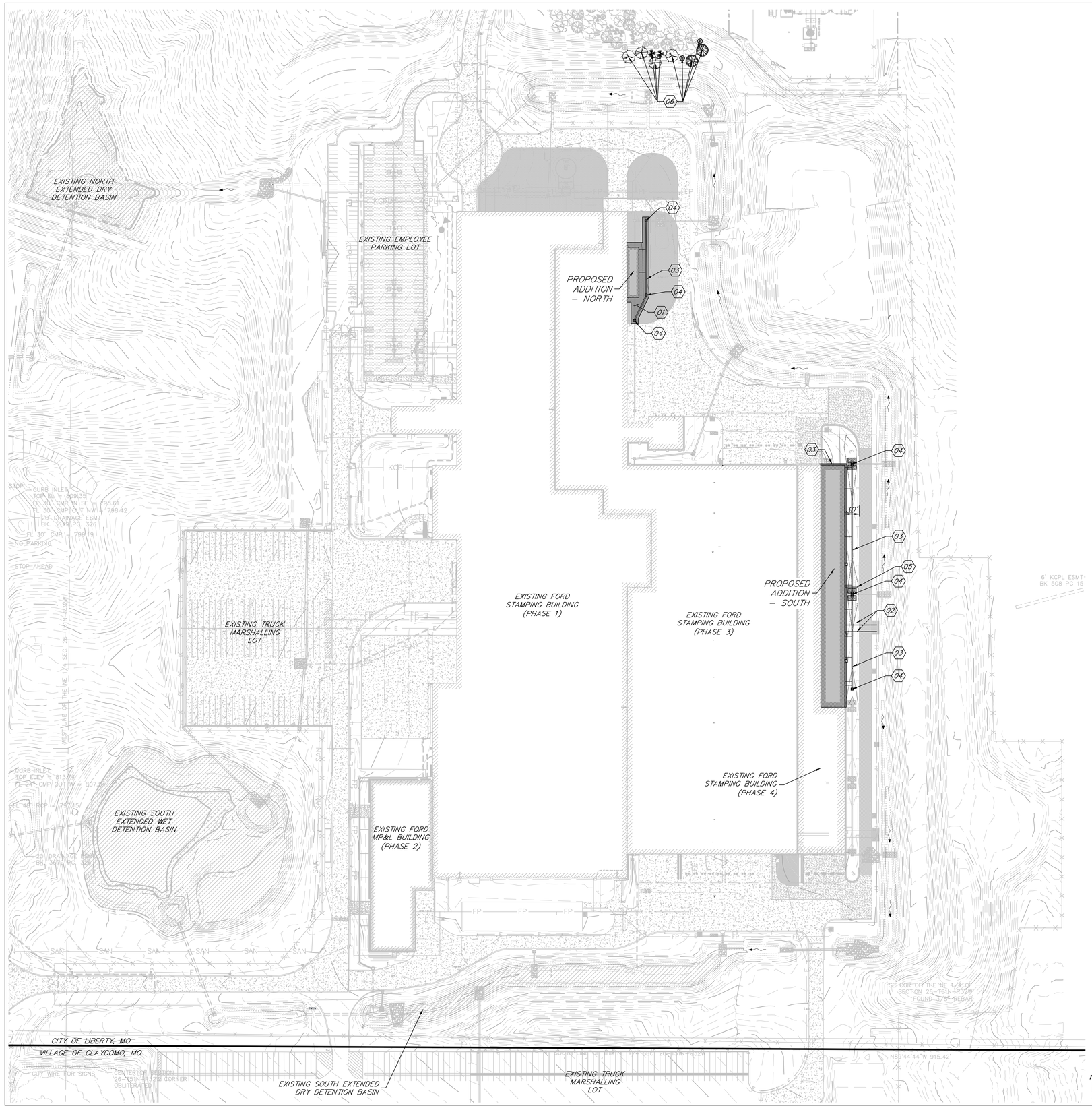

LEGEND

- PROPOSED GRAVEL SECTION
- FENCE
- GUARD RAIL
- SAN — EXISTING 10" SANITARY SEWER LINE
- KCPL — EXISTING UNDERGROUND POWER LINE
- W — EXISTING 6" WATER LINE
- FP — EXISTING 12" FIRE PROTECTION LINE
- FIRE HYDRANT
- GAS — EXISTING GAS LINE
- FP — PROPOSED FIRE PROTECTION LINE
- E — PROPOSED ELECTRIC LINE

00 SITE PLAN LAYOUT NOTES

01 PROPOSED GRAVEL REPLACEMENT
02 PROPOSED FIRE PROTECTION LINE
03 PROPOSED STORM LINE
04 PROPOSED STORM STRUCTURE
05 PROPOSED ELECTRIC SERVICE LINE
06 PROPOSED TREES – REFER TO LANDSCAPE PLAN ON SHEET C300

PARKING SUMMARY

EXISTING EMPLOYEE PARKING:	267 SPACES
PROPOSED EMPLOYEE PARKING:	267 SPACES

STORMWATER MANAGEMENT NOTE:

EXISTING DRY DETENTION AND EXISTING WET DETENTION BASINS WERE SIZED TO HANDLE FUTURE DEVELOPMENT.

RUNOFF FROM NORTH PORTION OF THE STAMPING BUILDING SITE WILL BE DETAINED IN EXISTING EXTENDED DRY DETENTION BASIN.

RUNOFF FROM SOUTH PORTION OF THE STAMPING BUILDING SITE WILL BE DETAINED IN EXISTING EXTENDED WET DETENTION BASIN.

STORMWATER BMP NOTE:

RUNOFF FROM NORTH PORTION OF THE STAMPING BUILDING SITE WILL BE TREATED IN EXISTING EXTENDED DRY DETENTION BASIN.

RUNOFF FROM SOUTH PORTION OF THE STAMPING BUILDING SITE WILL BE TREATED BY A TREATMENT TRAIN INCLUDING PROPOSED EXTENDED DRY DETENTION AND EXISTING EXTENDED WET DETENTION BASIN.

HORIZONTAL
100' 0 100' 200'
SCALE IN FEET SCALE: 1" = 100'

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04-07-2023	FINAL DEVELOPMENT PLAN

IN CHARGE: DS
DRAWN BY: JK
DESIGNED BY: JK
CHECKED BY: DS
APPROVED BY: DS

SHEET TILE: SITE PLAN

FORD DWG NO.

SHEET NUMBER C200

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JAKE KONNESKY
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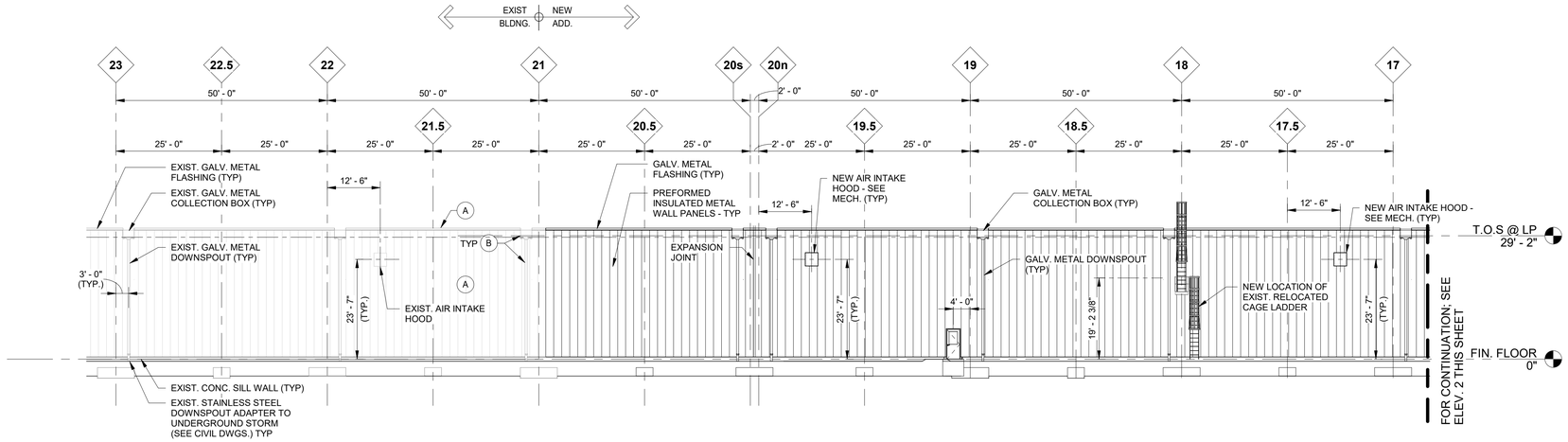
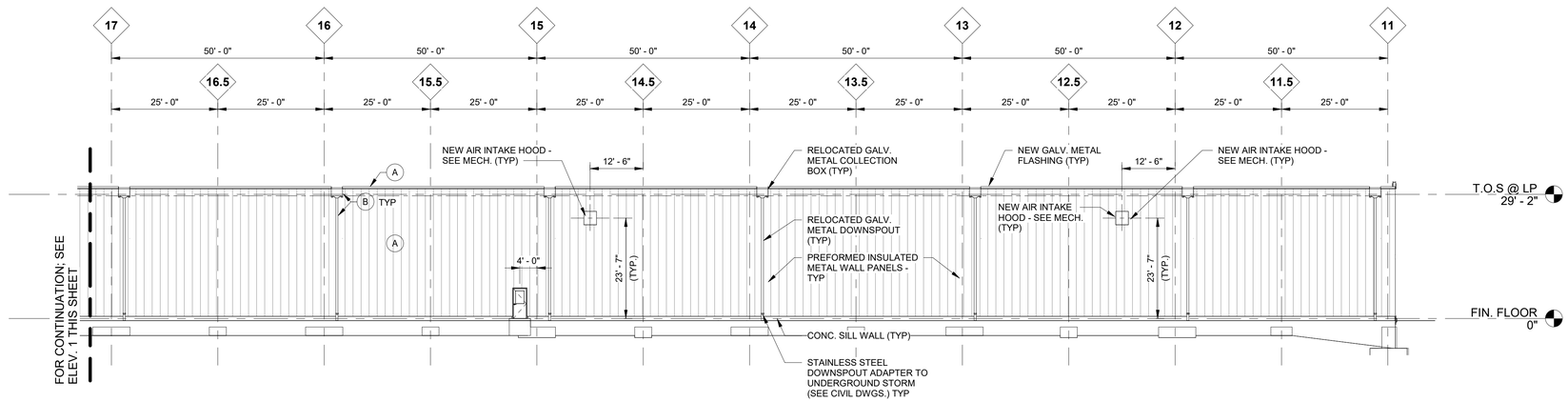


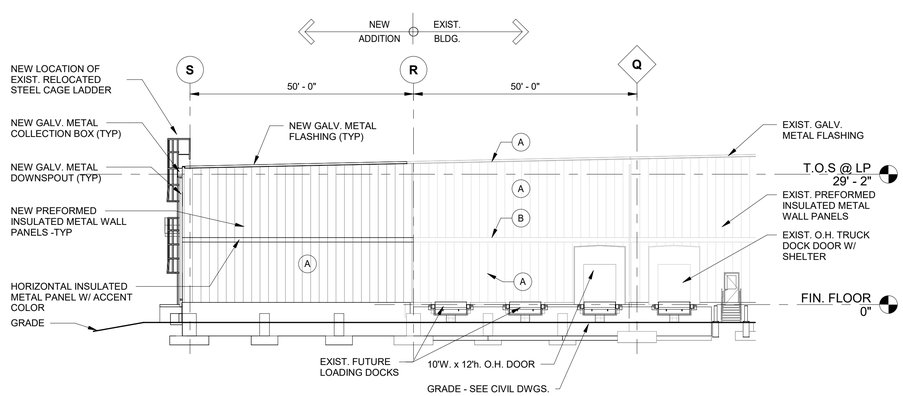
1 A-421 PARTIAL EAST ELEV. ALONG COL. LINE "S"

SCALE: 1/16" = 1'-0"



2 A-421 PARTIAL EAST ELEV. ALONG COL. LINE "S"

SCALE: 1/16" = 1'-0"



3 A-421 NORTH ELEVATION - ALONG COL. LINE " 11"

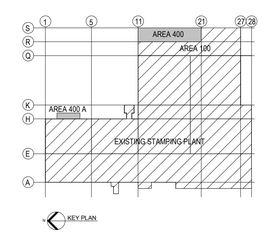
SCALE: 1/16" = 1'-0"

Color Schedule

A	GRANITE #9923
B	ARABIAN BLUE #9926

COLORS BASED ON CENTRIA PRISMATIC SERIES COLORS, OR AS APPROVED BY OWNER

PRELIMINARY NOT FOR CONSTRUCTION



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USA

FORD MOTOR COMPANY

KANSAS CITY ASSEMBLY PLANT

STAMPING PLANT

10- BAYS BUILDING ADDITION

LIBERTY CLAY MISSOURI

FORD LAND DOCUMENT PROJECT NUMBER: 2323-003

gala & ASSOCIATES, INC.

STATE OF MISSOURI GARY CHUNG-LIN HU NUMBER E-32900 REGISTERED PROFESSIONAL ENGINEER

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DATE	ISSUED FOR
04-04-2023	SITE DEVELOPMENT
03-14-2023	60% OWNER REVIEW

A/E TEAM INFORMATION

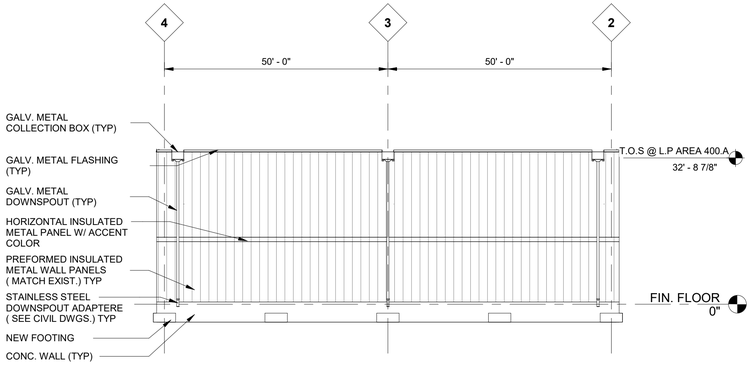
IN CHARGE:	GA
DRAWN BY:	GM
DESIGNED BY:	SGK
CHECKED BY:	GA
APPROVED BY:	HE
A/E PROJECT NUMBER:	1-23-5131

SHEET TITLE

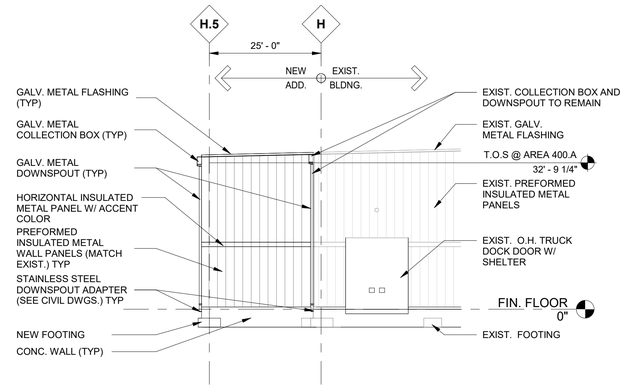
AREA 400 - BUILDING ELEVATIONS

SHEET NUMBER

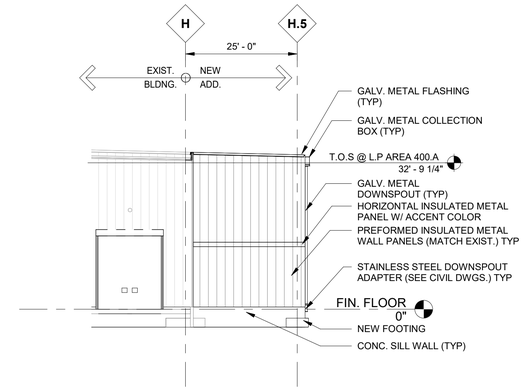
A-421



1 A-422 **EAST ELEVATION - AREA 400.A ALONG COL. LINE "H.5"**
SCALE: 1/16" = 1'-0"



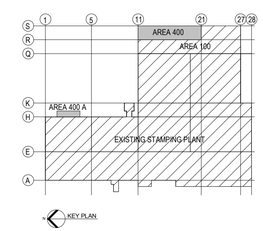
2 A-422 **NORTH ELEVATION - AREA 400.A ALONG COL. LINE " 2"**
SCALE: 1/16" = 1'-0"



3 A-422 **SOUTH ELEVATION - AREA 400.A ALONG COL. LINE " 4"**
SCALE: 1/16" = 1'-0"

COLOR & FINISH TO MATCH EXISTING ADJACENT

PRELIMINARY
NOT FOR CONSTRUCTION



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STAMPING PLANT
10- BAYS BUILDING ADDITION

LIBERTY CLAY MISSOURI

FORD LAND DOCUMENT PROJECT NUMBER: 2323-003

gala & ASSOCIATES, INC.

STATE OF MISSOURI
CHUBILA G. RAJAPAKSE
NUMBER E-32900
REGISTERED PROFESSIONAL ENGINEER

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DRAWN BY: **GM**
DESIGNED BY: **SGK**
CHECKED BY: **GA**
APPROVED BY: **HE**
A/E PROJECT NUMBER: **1-23-5131**

SHEET TITLE
AREA 400.A - BUILDING ELEVATIONS

SHEET NUMBER
A-422

A. P&Z Case 23-16FDP: Final Development Plan for Ford Stamping plant. A 27,500 sf addition to existing building at 2401 Plummer Rd.

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

Kevin Rohner, OWN, engineers for the project, 941 W. 141st Terr, KCMO said he is available for questions.

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

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

Vote: Motion passed 8-0-0
Yes: Dilts, Evans, Holt, Howard, Personett, Reinier, Rosekrans, Summers
No: None
Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, May 22, 2023.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR A 27,500 SQ. FT. EXPANSION AT THE FORD MOTOR STAMPING PLANT AT 2401 PLUMMER ROAD, IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for the construction of a 27,500 sq. ft. addition to the Ford Motor stamping plant at 2401 Plummer Road in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on May 9, 2023 and the City Council on May 22, 2023; and

WHEREAS, pursuant to the Unified Development Ordinance 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 the construction of a 27,500 sq. ft. addition to the Ford Motor stamping plant at 2401 Plummer Road 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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR A 27,500 SQ. FT. EXPANSION AT THE FORD MOTOR STAMPING PLANT AT 2401 PLUMMER ROAD, IN LIBERTY, CLAY COUNTY, MISSOURI

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WHEREAS, pursuant to the Unified Development Ordinance 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.

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

_____
MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

STAFF REPORT

Planning and Zoning Case 23-17FDP

Staff: Michael Peterman, City Planner

Date: May 22, 2023

GENERAL INFORMATION

Application:	**Final Development Plan for an Industrial/Warehouse building at Liberty Parkway Plaza, Lot 3. A 91,500 sf bldg. on 6 +/- acres south of South Liberty Parkway between US 69 and Flintlock**
Applicant:	Cameron Carver HIVE Design Collaborative 300 E 39th Street, Ste. #4L Kansas City, MO 64111
Owner:	TSG Liberty Logistics Park III LLC 10841 N Ambassador Dr Kansas City, MO
Location:	South of South Liberty Parkway between US 69 Hwy & Plummer Rd.
Site Acreage:	1 lot/6 +/- Acres
Existing Land Use/Zoning:	Undeveloped / PD "Planned Development District"
Future Land Use Map:	Flex/Industrial
Surrounding Land Uses/Zoning:	**North**: Liberty Parkway Plaza building 1/ PD, "Planned Development" **South**: Undeveloped Property/ M-1, "Light Industrial" **East**: Liberty Parkway Plaza building 1/ PD, "Planned Development" **West**: City of Pleasant Valley & 69 Hwy
Public Notice:	None Required
File Date:	April 7, 2023

PREVIOUS CASE

P&Z Case 21-012FP: An Amended Final Plat for Liberty Parkway Plaza was approved by the City Council on March 22, 2021

P&Z Case 20-02FDP: Final Development Plan for Liberty Parkway Plaza, Phase I was approved by the City Council on February, 24, 2020

P&Z Case 20-03FP: Final Plat for Liberty Parkway Plaza, 2 Lots & 4 Tracts was approved by the City Council on February, 24, 2020

P&Z Case 19-28R&PDP: Rezone and Preliminary Development Plan of 68.28+/- acres at the SE corner of South Liberty Parkway and US 69Hwy from C-2 "General Business", MU "Mixed Use" and R-1A, "Suburban Residential District" to PD, "Planned Development District" for Liberty Parkway Plaza, a mixed Industrial and Commercial development, and associated variances was approved by the City Council on October 7, 2019.

P&Z Case 19-29PP: Preliminary Plat for Liberty Parkway Plaza, 11 Lots & 4 Tracts at the SE corner of South Liberty Parkway and US 69Hwy was approved by the City Council on October 7, 2019.

P&Z Case 19-27A: Future Land Use Map Amendment from Commercial to Business for 74.5+/- acres at SE corner of South Liberty Parkway and NE 69 Hwy was approved by the City Council on July 22, 2019.

P&Z Case 14-17A: Amendment to the Future Land Use map from Mixed Use to Commercial for Whitehall Station was approved by the City Council on May 27, 2014.

P&Z Case 07-020PDP: Revision to the preliminary development plan for Whitehall Station, located east of I-35 and south of South Liberty Parkway was approved by the City Council on May 29, 2007.

P&Z Case 05-052R&PDP: Rezone 42.54 acres from R-1A, Suburban Residential District, to C-2, General Business District, and 27.43 acres from R-1A, Suburban Residential District, and RP-3, Planned Single-Family Cluster Residential District, to MU, Mixed-Use District, and preliminary development plan for Whitehall Plaza was approved by the City Council on January 23, 2006.

APPLICANT'S PROPOSAL

Summary

This Final Development Plan is for an industrial/warehouse building on Lot 3 of Liberty Parkway Plaza. The building is proposed to be 91,504 square feet. This is the second building of the 3 industrial buildings that were approved in the original Liberty Parkway Plaza preliminary development plan (PDP). The building varies slightly in the orientation and size from the approved PDP. The size and location of storm detention areas dictated that an amended Final Plat be presented. This Final Plat was approved in March of 2021. The new lot design required the proposed building to slightly change its orientation on the lot, thus varying from the PDP.

Use

The applicant's proposal for Lot 3 includes one 91,504 square foot industrial/warehouse type building. The proposed use is consistent with the use proposed in the PD rezoning application.

Site Design

The site is proposed on the south side of South Liberty Parkway between US 69 Highway and Plummer Road. There are four existing entrances to the site: a right in/ right out on US 69 Highway; a right in only on South Liberty Parkway at the north of the site into the commercial area; a full signalized access at Swan Avenue and South Liberty Parkway; and a full signalized access at Flintlock Road and South Liberty Parkway. These are all existing and are not planned to change with this application.

Access/Circulation/Parking
There are four entrances to the site from public right of way. All internal lots are accessible from internal private roads. Garrison Road will not be utilized. There are 86 automobile parking stalls and 59 trailer spaces. Each lot in the overall development is evaluated for appropriate amount of parking and is based on the individual user identified as that lot develops.

Building Design/ Signage/Lighting
The building will be painted concrete tilt up panels with EIFS and glass accents. The final elevations show the industrial building at 45 feet tall at the front.

The applicant is proposing pole mounted LED site lighting on steel poles on concretes bases not to exceed 25 foot in height.

Landscaping/ Open Space/ Tree Preservation
The city's development ordinance requires landscaping and trees to be planted at each new development and when trees are cleared. If the site cannot accommodate the required trees on site, the UDO allows the developer to pay into a fee-in-lieu of tree replacement fund to plant trees within the City. The trees that are being removed along the private drive were planted as replacement trees to full fill the above requirement. Those trees are being replaced as part of the landscape plan proposed with this development.

The proposal meets the requirements for site landscaping by proposing 56 new trees on the property along with 285 shrubs.

The overall site meets the required open space standard by providing 21% open space on Lot 3.

PUBLIC INFRASTRUCTURE

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

Streets
This development has access to US 69 Highway at one point and South Liberty Parkway at three points. All infrastructure was completed with the first phase of this development.

Sanitary Sewer
Sanitary sewer service will be provided via an existing sanitary sewer main through the property which ultimately connects to the Kansas City sewer system. The development will be required to construct on-site sanitary sewer extensions.

Water
Water service will be provided through a water main extension through the site that will be connected to an existing 12" public main on South Liberty Parkway.

Stormwater
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

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 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.

3. **The plan substantially complies with approved city development standards and policies;**
   Staff finds that this application does fully comply with the intent of city development standards and policies and requires no variances.

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. As stated above, an amended final plat was approved to accommodate stormwater detention areas that required that lot 3 to be reconfigured thus creating the reorientation of the proposed building on that lot.

STAFF RECOMMENDATION

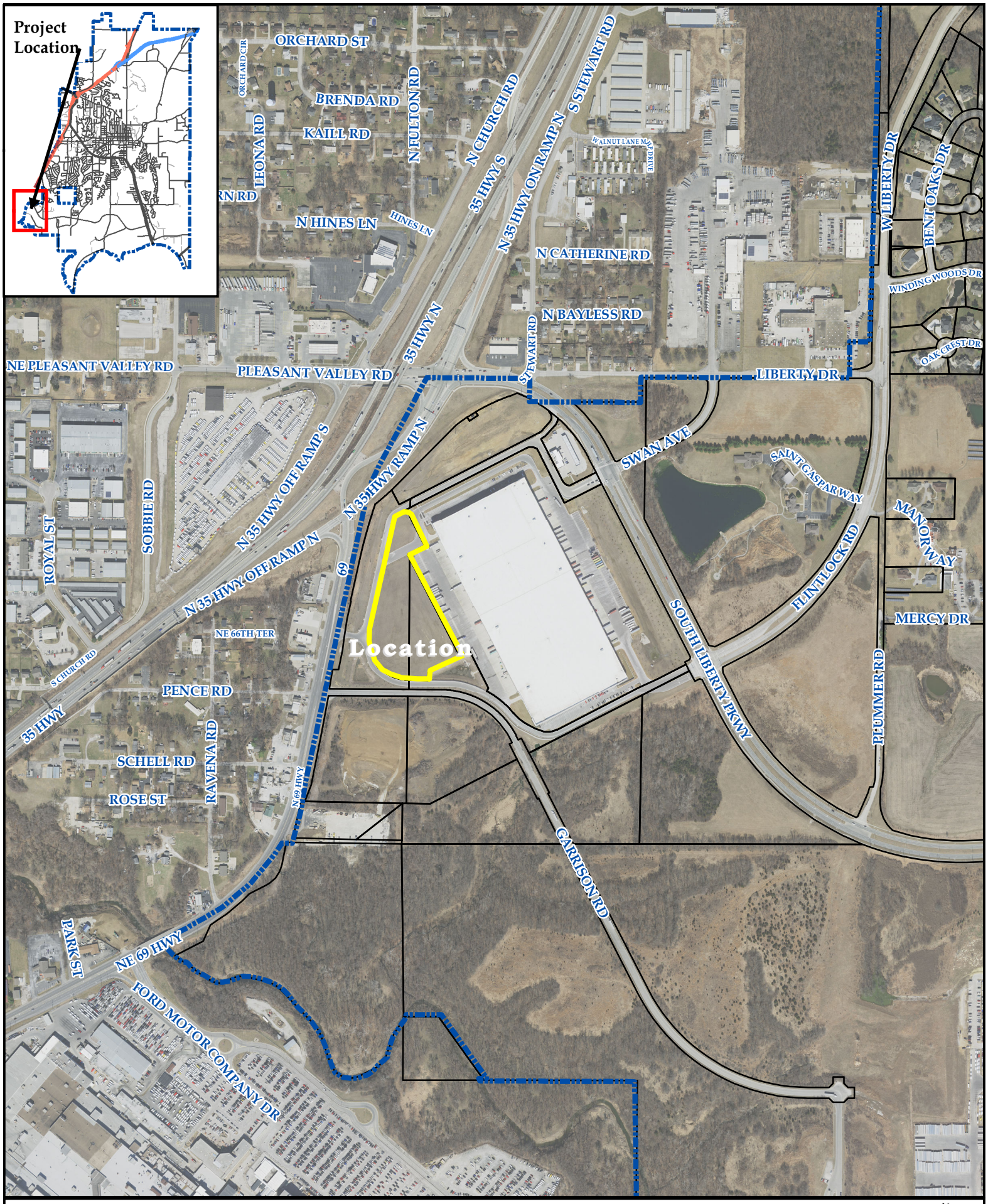
Staff finds that this application meets the standards of review for a final development plan and recommends approval of P&Z Case 23-17FDP.

PZ RECOMMENDATION

At its May 9, 2023 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 23-17FDP as presented in the staff report.

ATTACHMENTS

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



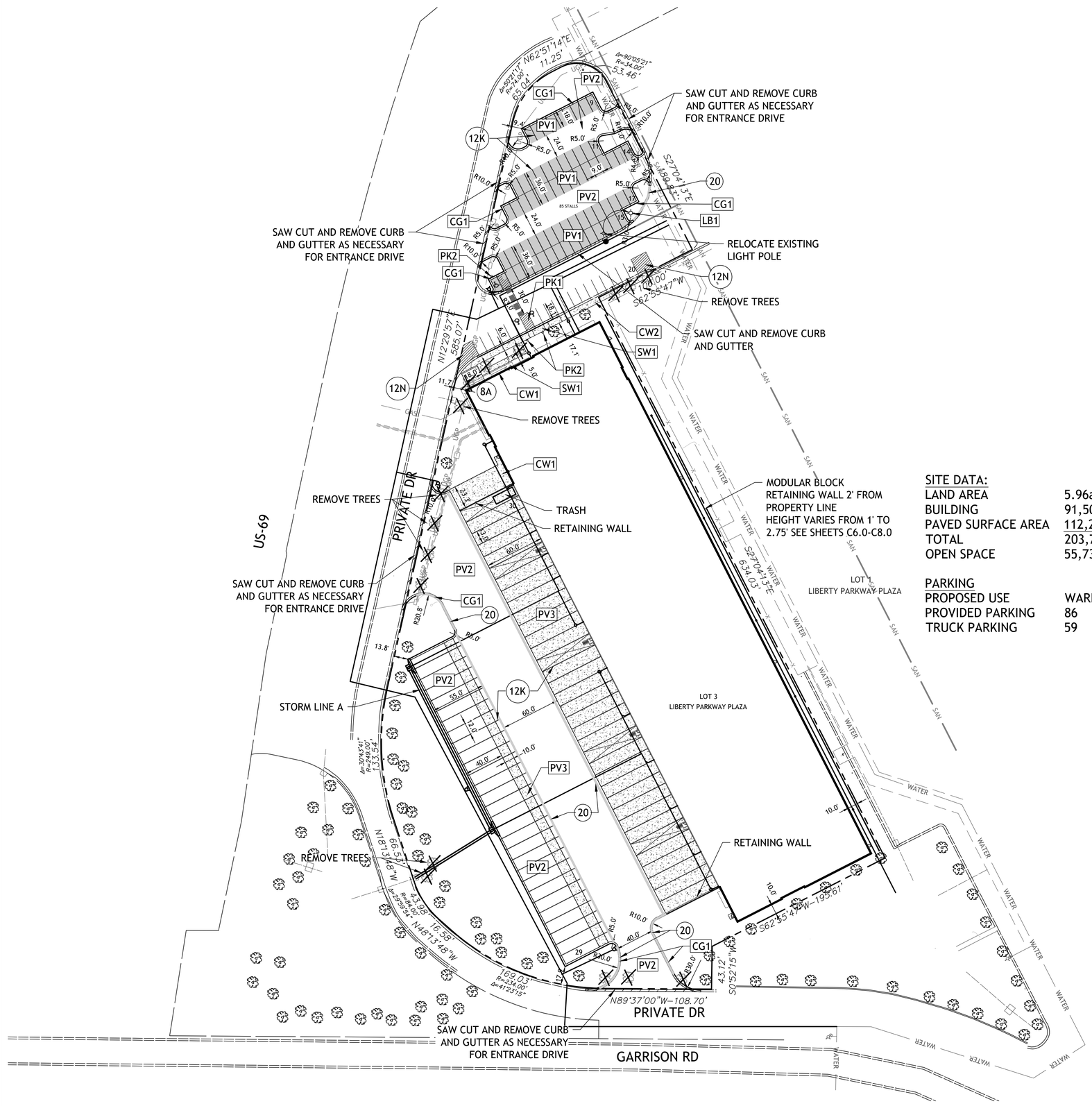
City of Liberty missouri

P&Z Case 23-17FDP
Final Development Plan
Liberty Parkway Plaza - Lot 3

EXHIBIT A: VICINITY MAP

N W E S

Date: 5/3/2023



SITE DATA:

LAND AREA	5.96ac (259,476sf)
BUILDING	91,504sf
PAVED SURFACE AREA	112,234sf
TOTAL	203,738sf
OPEN SPACE	55,738sf (21%)

PARKING	
PROPOSED USE	WAREHOUSE
PROVIDED PARKING	86
TRUCK PARKING	59

CONSTRUCTION NOTES:

1. COORDINATE START-UP AND ALL CONSTRUCTION ACTIVITIES WITH OWNER.

2. CONSTRUCTION METHODS AND MATERIALS NOT SPECIFIED IN THESE PLANS ARE TO MEET OR EXCEED THE STANDARD SPECIFICATIONS.

3. ALL CONSTRUCTION WORK AND UTILITY WORK OUTSIDE OF PROPERTY BOUNDARIES SHALL BE PERFORMED IN COOPERATION WITH AND IN ACCORDANCE WITH REGULATIONS OF THE AUTHORITIES CONCERNED.

4. PUBLIC CONVENIENCE AND SAFETY: THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL INSURE, AS FAR AS PRACTICABLE, THE LEAST OBSTRUCTION TO TRAFFIC, AND SHALL PROVIDE FOR TI-1E CONVENIENCE AND SAFETY OF THE GENERAL PUBLIC AND RESIDENTS ALONG AND ADJACENT TO HIGHWAYS IN THE CONSTRUCTION AREA.

5. ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.

6. ACCESSIBLE STALLS SHOWN WITH A "VAN" SHALL BE 16'-0" MIN. AND SHALL HAVE A SIGN DESIGNATING "VAN-ACCESSIBLE". SEE DETAIL102.

NOTE:

1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRANCE. SLOPED PAVING, EXIT PORCHES. RAMPS, TRUCK DOCKS. PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.

2. THESE PLANS HAVE NOT BEEN VERIFIED WITH FINAL ARCHITECTURAL CONTRACT DRAWINGS. CONTRACTOR SHALL VERIFY AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONTRACTOR IS FULLY RESPONSIBLE FOR REVIEW AND COORDINATION OF ALL DRAWINGS AND CONTRACTOR DOCUMENTS.

3. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE

4. ALL DIMENSIONS ARE PERPENDICULAR TO PROPERTY LINE.

5. ACTUAL SIGN LOCATIONS TO BE COORDINATED WITH CONSTRUCTION MANAGER.

SEE DETAIL SHEET FOR THE FOLLOWING DETAILS:

CG1	CONCRETE CURB AND GUTTER (UNLESS OTHERWISE NOTED)
PK1	96" ACCESSIBLE & VAN ACCESSIBLE SPACE STRIPING
PK2	ACCESSIBLE PARKING SIGN
CW1	CURB WALK AT BUILDING
PV1	REGULAR DUTY PAVING
PV2	HEAVY DUTY ASPHALT
PV3	HEAVY DUTY CONCRETE
CW2	SIDEWALK
SW1	SIDEWALK RAMP
LPB	LIGHT POLE BASE

NOTES:

8A	DOOR (SEE ARCH. PLANS)
12K	YELLOW PARKING LOT STRIPING (SHERWIN-WILLIAMS TM 2160 LEAD FREE OR APPROVED EQUAL)
12N	4" YELLOW STRIPES 3'-0" O.C.
20	PAINTED CURB OR PAVEMENT WITH "NO PARKING FIRE LANE" IN 3" WHITE LETTERS EVERY 25'

1"=50'
0 25 50'

SM Engineering
5507 High Meadow Circle
Manhattan Kansas, 66503
smcivilengr@gmail.com
785.341.9747

SM Engineering authorized to do business in Oklahoma under certificate of authority number 8198

Drawings and/or Specifications are original proprietary work and property of the Engineer and intended specifically for this project. Use of items contained herein without consent of the Engineeris prohibited. Drawings illustrate best information available to the Engineer. Field verification of actual elements, conditions, and dimensions is required.

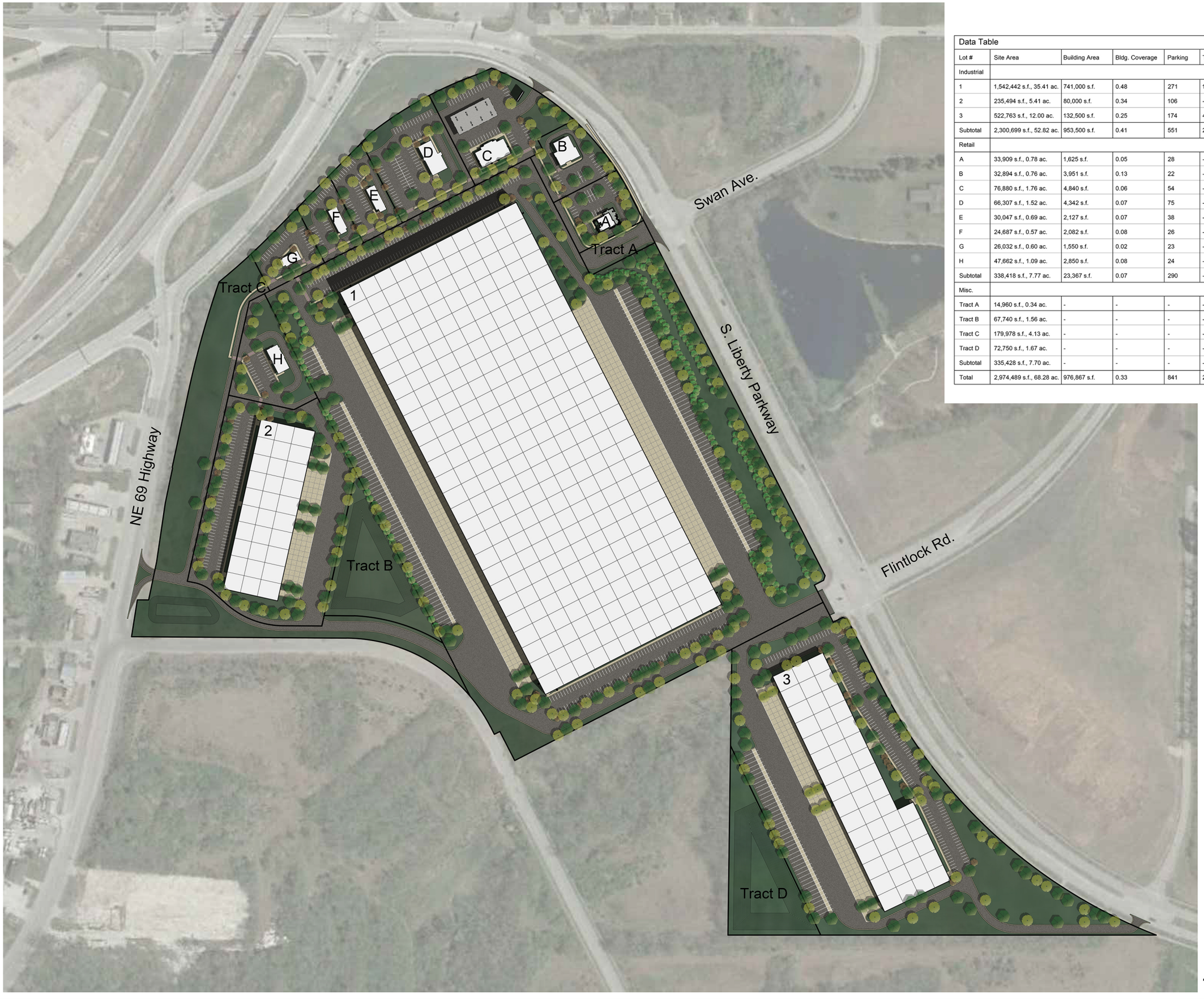
STATE OF MISSOURI
SAMUEL
NUSBAUM
NUMBER
2017038220
4-19-23

Revisions
4-19-23 PER CITY

SCARBOROUGH WAREHOUSE

LIBERTY, MO

sheet
C3.0
Civil
SITE PLAN
permit
17 MARCH 2023



Data Table							
Lot #	Site Area	Building Area	Bldg. Coverage	Parking	Trailer	Dock Door	Drive In
Industrial							
1	1,542,442 s.f., 35.41 ac.	741,000 s.f.	0.48	271	160	136	3
2	235,494 s.f., 5.41 ac.	80,000 s.f.	0.34	106	-	18	4
3	522,763 s.f., 12.00 ac.	132,500 s.f.	0.25	174	44	42	4
Subtotal	2,300,699 s.f., 52.82 ac.	953,500 s.f.	0.41	551	204	196	11
Retail							
A	33,909 s.f., 0.78 ac.	1,625 s.f.	0.05	28	-	-	-
B	32,894 s.f., 0.76 ac.	3,951 s.f.	0.13	22	-	-	-
C	76,880 s.f., 1.76 ac.	4,840 s.f.	0.06	54	-	-	-
D	66,307 s.f., 1.52 ac.	4,342 s.f.	0.07	75	-	-	-
E	30,047 s.f., 0.69 ac.	2,127 s.f.	0.07	38	-	-	-
F	24,687 s.f., 0.57 ac.	2,082 s.f.	0.08	26	-	-	-
G	26,032 s.f., 0.60 ac.	1,550 s.f.	0.02	23	-	-	-
H	47,662 s.f., 1.09 ac.	2,850 s.f.	0.08	24	-	-	-
Subtotal	338,418 s.f., 7.77 ac.	23,367 s.f.	0.07	290	-	-	-
Misc.							
Tract A	14,960 s.f., 0.34 ac.	-	-	-	-	-	-
Tract B	67,740 s.f., 1.56 ac.	-	-	-	-	-	-
Tract C	179,978 s.f., 4.13 ac.	-	-	-	-	-	-
Tract D	72,750 s.f., 1.67 ac.	-	-	-	-	-	-
Subtotal	335,428 s.f., 7.70 ac.	-	-	-	-	-	-
Total	2,974,489 s.f., 68.28 ac.	976,867 s.f.	0.33	841	204	196	11

1 Site Plan
scale: 1" = 100'-0"
north

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

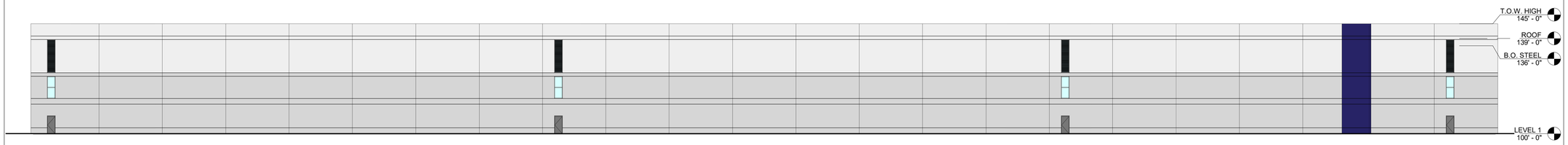
Preliminary Plan / Rezoning

Liberty Parkway Plaza

South Liberty Parkway
Liberty, Missouri

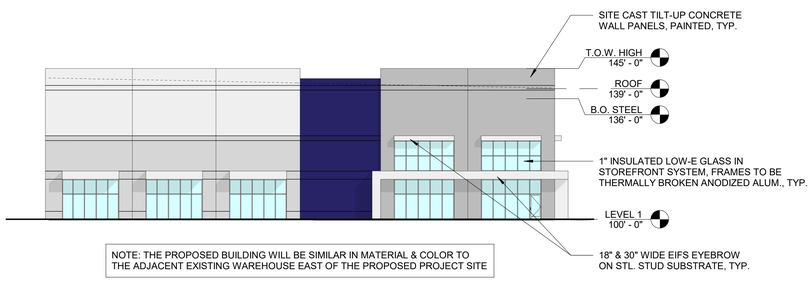
date
07.05.2019
drawn by
DAE
checked by
DAE
revisions

sheet number
A1.1
drawing type
Preliminary Plan
project number



4 EAST ELEVATION

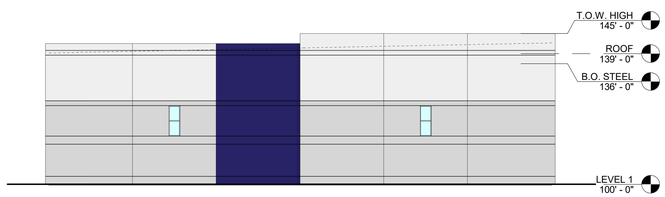
3/64" = 1'-0"



NOTE: THE PROPOSED BUILDING WILL BE SIMILAR IN MATERIAL & COLOR TO THE ADJACENT EXISTING WAREHOUSE EAST OF THE PROPOSED PROJECT SITE

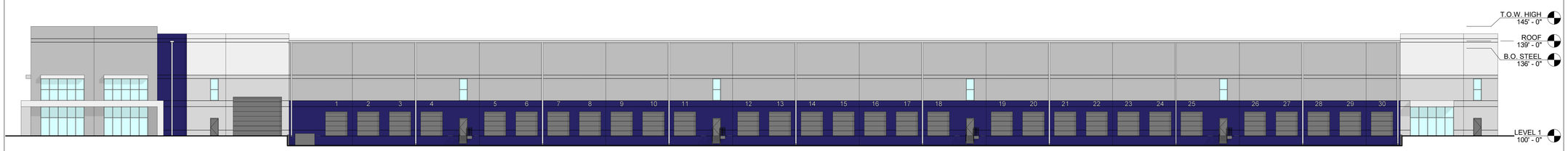
3 NORTH ELEVATION

3/64" = 1'-0"



2 SOUTH ELEVATION

3/64" = 1'-0"



1 WEST ELEVATION

3/64" = 1'-0"

HIVE

SCARBROUGH WAREHOUSE

2551 S LIBERTY PKWY
LIBERTY, MO 64068

HIVE DESIGN COLLABORATIVE, INC.
300 E. 39th St., Suite 4L, Kansas City, MO 64111
816.581.6363

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HIVE DESIGN COLLABORATIVE, INC.

seal/signature

STATE OF MISSOURI
LOGAN HAYES
NUMBER
A-2015040635
ARCHITECT

04.05.23

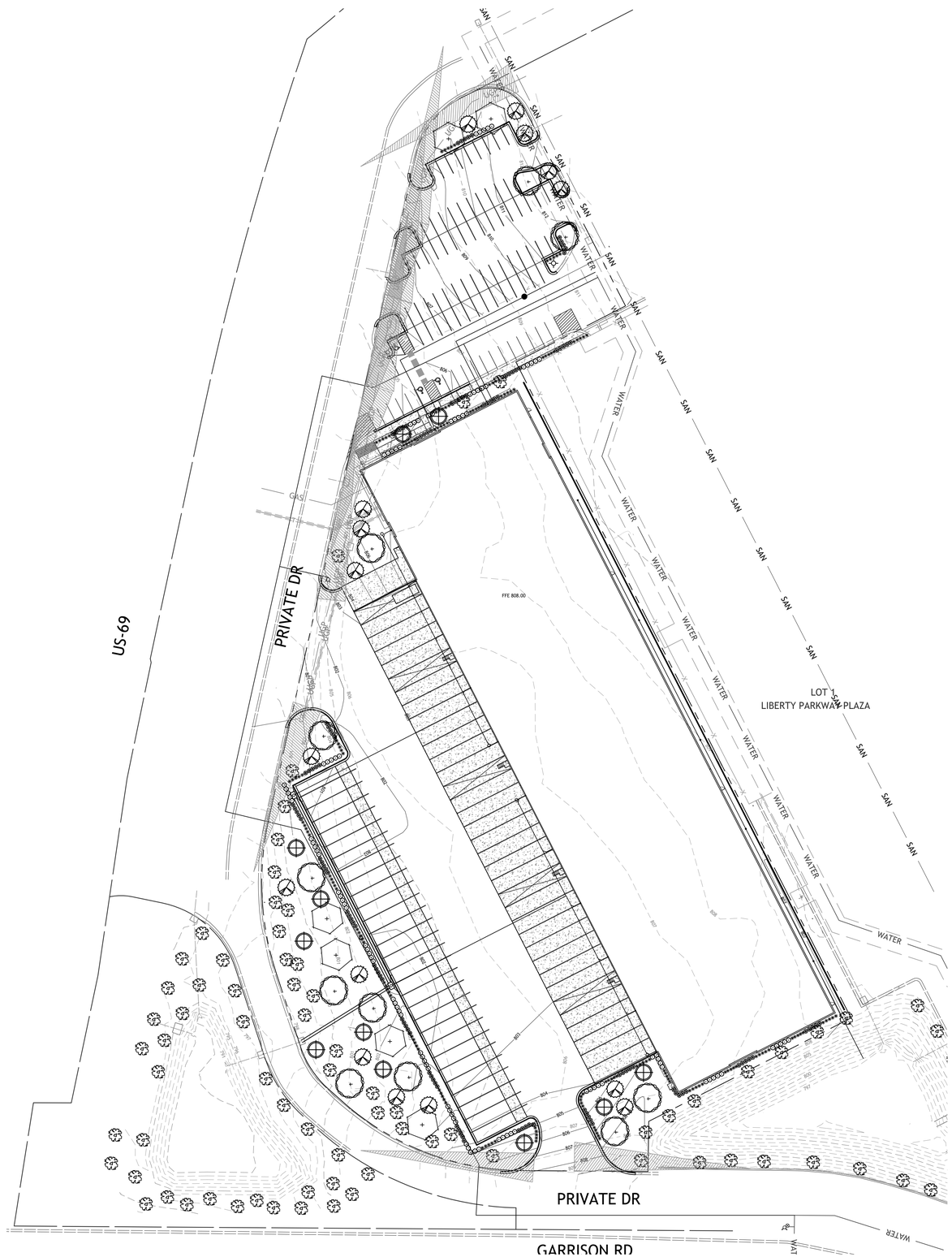
project number	2022-110
date	04.05.2023
issued for	MAJOR FDP

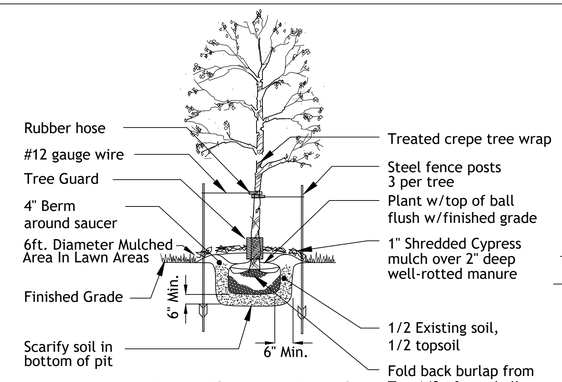
rev date description

EXTERIOR ELEVATIONS

sheet number

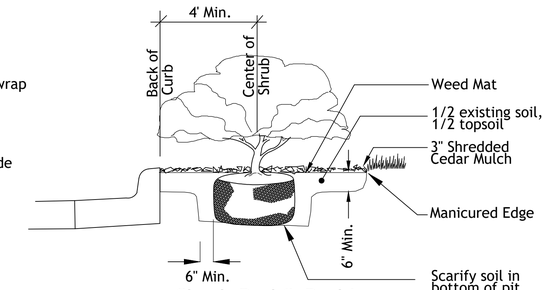
A3





Tree Planting Detail

No Scale



Shrub Bed & Parking Setback Detail

No Scale

SIGHT TRIANGLE

LANDSCAPE DATA:

PRIVATE DR 1,178'

REQUIRED
1 STREET TREES / 50' = 24

PROVIDED
EXISTING STREET TREES = 23
PROPOSED STREET TREE = 1
TOTAL 24

PARKING LOT LANDSCAPING 86 STALLS
REQUIRED
1 TREE / 10 STALLS = 9
1 ORNAMENTAL TREE / 15 STALLS = 6
1 SHRUB / 2 STALLS = 43

PROVIDED
TREES = 9
ORNAMENTAL TREES = 6
SHRUBS = 60

OPEN SPACE 91,505SF
REQUIRED
1 TREE / 3000sf = 31
1 SHRUB / 250sf = 366

PROVIDED
EXISTING TREES = 2
TREE = 29
SHRUBS = 370

REPLACEMENT TREES
TREES REMOVED = 16

PROPOSED REPLACEMENT
ORNAMENTAL = 9
SHADE TREES = 7

LANDSCAPE NOTES

CONTRACTOR REQUIRED TO LOCATE ALL UTILITIES BEFORE INSTALLATION TO BEGIN.

Contractor shall verify all landscape material quantities and shall report any discrepancies to the Landscape Architect prior to installation.

No plant material substitutions are allowed without Landscape Architect or Owners approval.

Contractor shall guarantee all landscape work and plant material for a period of one year from date of acceptance of the work by the Owner. Any plant material which dies during the one year guarantee period shall be replaced by the contractor during normal planting seasons.

Contractor shall be responsible for maintenance of the plants until completion of the job and acceptance by the Owner.

Successful landscape contractor shall be responsible for design that complies with minimum irrigation requirements, and installation of an irrigation system. Irrigation system to be approved by the owner before starting any installation.

All plant material shall be specimen quality stock as determined in the "American Standards For Nursery Stock" published by The American Association of Nurseryman, free of plant diseases and pest, of typical growth of the species and having a healthy, normal root system.

Sizes indicated on the plant list are the minimum, acceptable size. In no case will sizes less than specified be accepted.

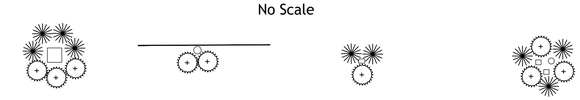
All shrub beds within lawn areas to receive a manicured edge.

All shrub beds shall be mulched with 3" of shredded cedar mulch.

All disturbed areas shall be sodded and fertilized with a Turf-Type-Tall Fescue seed blend, unless otherwise noted.

Typical Utility Box Screening Details

No Scale



UTILITY BOXES SHALL BE CLUSTERED AS MUCH AS POSSIBLE

Tree List

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
	11	October Glory Maple	Acer Rubrum 'October Glory'	1.5" cal	BB	As Shown
	6	Red Oak	Quercus Rubra	1.5" cal	BB	As Shown
	7	Prairiefire Crabapple	Malus Sp. 'Priariefire'	1.5"cal	BB	As Shown
	5	Prairiefire Crabapple	Malus Sp. 'Priariefire'	1.5"cal	BB	As Shown

Shrub List

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
	100	Seagreen Juniper	Juniperus Chinensis 'Seagreen'	18"-24"sp.	Cont.	4'
	115	Morning Light Maiden Grass	Miscanthos Sinensis 'Morning Light'	18"-24"sp.	Cont.	4'
	155	Anthony Waterer Spirea	Spirea Bumalda 'Anthony Waterer'	18"-24"sp.	Cont.	4'

1"=50'
0 25' 50'

SM Engineering
SME
5507 High Meadow Circle
Manhattan Kansas, 66503
smcivilengr@gmail.com
785.341.9747

SM Engineering authorized to do business in Oklahoma under certificate of authority number 8198

Drawings and/or Specifications are original proprietary work and property of the Engineer and intended specifically for this project. Use of items contained herein without consent of the Engineers prohibited. Drawings illustrate best information available to the Engineer. Field verification of actual elements, conditions, and dimensions is required.

Revisions
5-11-23 PER CITY

STATE OF MISSOURI
SCOTT A. MILLER
NUMBER
LLA-2008104093
LANDSCAPE ARCHITECT
5-11-23

REVISIONS
5-11-23 PER CITY

SCARBOROUGH WAREHOUSE

LIBERTY, MO

sheet
C15.0
Civil
LANDSCAPE PLAN
permit
17 MARCH 2023

B. P&Z Case 23-17FDP: Final Development Plan for an industrial type building at 2551 South Liberty Parkway. A 91,500 sf building on 6 ac.

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

Commissioner Personett asked if there was tree removal on site.

Mr. Peterman said there were some shown on the plan, and staff will verify that those numbers are accurate.

Commissioner Summers asked if the stormwater detention was being moved.

Mr. Peterman said that the current detention area is established and was designed to accommodate all the buildings on site for the Liberty Parkway Plaza development.

Logan Hayes, HIVE Design, 300 E. 39th St., KCMO is representing the applicant and is available for questions.

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

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

Vote: Motion passed 8-0-0
Yes: Dilts, Evans, Holt, Howard, Personett, Reinier, Rosekrans, Summers
No: None
Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, May 22, 2023.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR A 91,500 SQ. FT. BUILDING ON LOT 3 OF LIBERTY PARKWAY PLAZA, SOUTH OF SOUTH LIBERTY PARKWAY BETWEEN US 69 AND FLINTLOCK ROAD, IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for the construction of a 91,500 sq. ft. building on Lot 3 of Liberty Parkway Plaza, south of South Liberty Parkway between US 69 and Flintlock Road in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on May 9, 2023 and the City Council on May 22, 2023; and

WHEREAS, pursuant to the Unified Development Ordinance 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 the construction of a 91,500 sq. ft. building on Lot 3 of Liberty Parkway Plaza, south of South Liberty Parkway between US 69 and Flintlock Road 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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR A 91,500 SQ. FT. BUILDING ON LOT 3 OF LIBERTY PARKWAY PLAZA, SOUTH OF SOUTH LIBERTY PARKWAY BETWEEN US 69 AND FLINTLOCK ROAD, IN LIBERTY, CLAY COUNTY, MISSOURI

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

_____
MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

CITY COUNCIL
ACTION REPORT
Meeting Date: May 22, 2023
A/R No.: 2023-515

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant Director Parks

Subject: ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH FRY AND ASSOCIATES, INC. FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND SAFETY SURFACE AT CLAY RIDGE PARK PLAYGROUND IN AN AMOUNT NOT TO EXCEED $76,704.60

Summary:

- Clay Ridge Park Playground, designed for children 5-12 years old, has reached its useful life and is due for replacement.
- This playground was identified in the Parks and Recreation Master Plan (Objective 3.4) to be addressed through full replacement.
- This playground is currently located behind homes along Current Street and is not ideal for neighborhood access or line-of-sight supervision.
- Full replacement of the playground structure and safety surface is included in the Parks and Recreation Department FY2023 Operation Budget.
- Staff utilized a cooperative pricing agreement to procure prices for the new playground equipment and rubber safety surfacing.
- Staff recommends relocation and installation of the new playground at the intersection of Clay Brooke Drive and Ruth Ewing Road.

Background:

The Parks and Recreation Department continually reviews the playground inventory within the parks system, evaluating and prioritizing replacement and repair needs. The Clay Ridge Park playground has seen significant vandalization, perhaps due to its secluded location. In its current location along a wooded area behind homes with fenced yards, it is very difficult for adequate supervision by the neighborhood and law enforcement. The playground and safety surfacing were identified as a high priority in need for replacement based on its age and increasing maintenance issues by the Parks and Recreation Master Plan (Objective 3.4).

In addition to a full replacement of the playground equipment, the safety surface will also be replaced. The current safety surface utilizes engineered wood fiber (EWF) which has a high level of regular maintenance, high lifetime costs and regularly exhibits a compromised accessible surface for children using mobility devices. An EWF surface often washes away and moves after each heavy rain, creating the potential to reduce fall protection safety requirements, accessibility standards, areas of ponding water and mud holes.

The neighborhood listed relocation of the playground as the highest priority for them as many unsupervised park-goers were congregating on the playground late at night,

compromising the intended age and development parameters as designed by the equipment manufacturer. Park maintenance staff regularly find excessive amounts of trash and other dangerous debris on the safe surface, adding concern for the safety of small children. The new location at the intersection of Clay Brooke Drive and Ruth Ewing Road will be central to the entrance into the neighborhood and be very visible for improved supervision, accessibility and public safety.

Staff recommends the approval of an agreement with FRY and Associates, Inc., for the purchase and installation of new playground equipment and safety surfacing utilizing the Greenbush Coop pricing agreement in the amount of $76,704.60. This will be funded from the Park Operations Budget.

Presented to and approved by the Park Board on Thursday, May 4, 2023.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: Parks Board	Completed/Recommended: May 4, 2023

Financial Considerations:

Budgeted:	Line Item: 60.60.420.14.5582 Line Item:	Amount: $76,704.60 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Ordinance-FRY Associates Playground Clay Ridge
2. Contract -FRY Associates Playground Clay Ridge
3. Clayridge Playground Drawing

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH FRY AND ASSOCIATES, INC. FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND SAFETY SURFACE AT CLAY RIDGE PARK PLAYGROUND IN AN AMOUNT NOT TO EXCEED $76,704.60.

WHEREAS, the Clay Ridge Park playground has reached its useful life and is due for replacement; and

WHEREAS, the Liberty Parks and Recreation Department Capital Improvement budget was approved with funds to replace the Clay Ridge Park playground in the 2023 budget; and

WHEREAS, the City of Liberty Parks and Recreation Master Plan (Objective 3.4) recommends replacing the Clay Ridge Playground to better service the neighborhood; therefore

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement by and between the City of Liberty and Fry Associates, 101 E 15th Ave., North Kansas City, MO 64116, in an amount not exceed SEVENTY-SIX THOUSAND SEVEN HUNDRED FOUR DOLLARS and 60/100 ($76,704.60) for equipment and installation at Clay Ridge Park, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____,2023.

_____
MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

Approved by the Mayor this _____ day of_____,2023.

_____
MAYOR

GUARANTEED PRICING AGREEMENT WITH FRY AND ASSOCIATES, INC. FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND SAFETY SURFACE AT CLAY RIDGE PARK PLAYGROUND IN AN AMOUNT NOT TO EXCEED $76,704.60

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

This agreement is made and entered into this **22nd day of May, 2023,** by and between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, 101 E. Kansas St., a municipal corporation hereinafter referred to as CITY, and FRY and Associates, Inc.**, 101 E. 15th Ave., North Kansas City, MO 64116,** hereinafter referred to as the Contractor.

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

This contract was approved on **May 22, 2023** and is effective as of **May 22, 2023,** and shall remain in effect as described within.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Bid Request PK23-21 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work must be completed with 120 days of notice to proceed. The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in an amount not to exceed **$76,704.60**.

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

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Liberty City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineers' estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

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

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V
INSURANCE REQUIREMENTS

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

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

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

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

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

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

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to

the City and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day ($)
From More Than ($)	To and Including ($)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VIII
RESPONSIBILITIES

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

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

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-

contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain during the term of this contract the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Clay County Annual Wage Order #24). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE IX
TERMINATION OF AGREEMENT

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

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

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

ARTICLE X
WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion.

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

ARTICLE XI
NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project.

C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

B. The penalty described in Subsection “A” of this Section shall not begin to accrue until the time periods described in Sections XI “B” and “C” above have elapsed.

C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION; and

* providing documentation affirming the bidder’s enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIIII
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: _____

APPENDIX A

Proposal Attached

CITY OF LIBERTY, MISSOURI
PK23-21

Appendix B

Standard Terms and Conditions

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

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

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

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

1. Comprehensive General Liability:
   - Minimum Limits - $2,000,000 per occurrence and $2,000,000 aggregate

2. Comprehensive Automobile Liability:
   - Minimum $2,000,000 combine single limit for bodily injury and property damage per occurrence

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

4. Employers' Liability:
   - $1,000,000 each employee, $1,000,000 each accident and $1,000,000 policy limit

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

G. Invoicing and Payment

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

H. Cancellation

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

I. Contractual Disputes

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

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

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

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

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

N. Permits

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

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

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

P. Prevailing Wage Requirements

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

CITY COUNCIL
ACTION REPORT
Meeting Date: May 22, 2023
A/R No.: 2023-518

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: ORDINANCE AMENDING ORDINANCE NO. 11748, APPROVING A FIVE-YEAR AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING WITH CRAWFORD, MURPHY & TILLY, INC. (CMT) BY AUTHORIZING TASK ORDER NO. 1

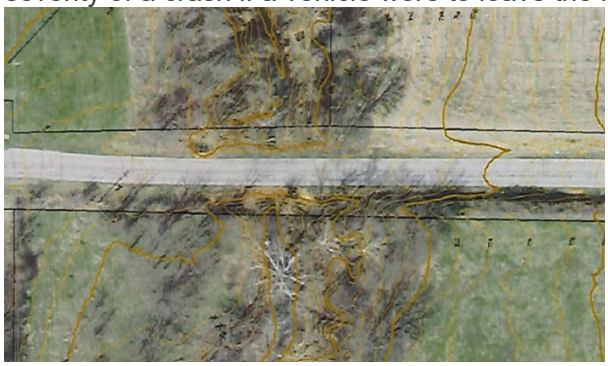
Summary:

- 3 locations identified as high risk and in need of a Road Barrier System Design:
    - Old State Hwy 210, running over Town Branch
    - Ruth Ewing Rd., running over Town Branch
    - Moss Ave., adjacent to City Park
- This task will provide for the design of site specific barrier systems to reduce the severity of potential crashes.
- A Task Order with On-Call Professional Engineer, Crawford, Murphy & Tilly Inc. (CMT) has been negotiated.
- CMT is an on-call engineering firm for the City.
- Recommend approval of an ordinance authorizing On-Call Engineering TO. 1 for Road Barrier System design.

Background:
The City staff identified several locations which were deemed to be hazards. Staff conducted site visits to each and assessed whether or not they were candidates for the design of Road Barrier Systems. Three locations were determined to need some form of barrier system.

Location 1: Old State Hwy 210 running over Town Branch
The segment of Old State Hwy 210 as it runs over Town Branch poses a significant hazard. The narrow shoulder does not provide adequate space for a vehicle to correct itself in the event of an emergency. In the event that a vehicle were to leave the roadway, there is a high likelihood of the driver becoming submerged under water or the vehicle rolling.

Location 2: Ruth Ewing Road running over Town Branch
The segment of Ruth Ewing Road as it runs over Town Branch poses a significant hazard. The narrow shoulder does not provide adequate space for a vehicle to correct itself in the event of an emergency. In the event that a vehicle were to leave the roadway, there is a high likelihood of the driver becoming submerged under water or the vehicle rolling. When traveling westward, there is also a hazard posed by a retaining wall which could increase the severity of a crash if a vehicle were to leave the road.



Location 3: Moss Ave. adjacent to City Park
The segment of Moss Avenue as it runs adjacent to City Park, experiences a steep grade change on the eastern side. While there is no danger of a driver becoming submerged, there is concern that a vehicle exiting the roadway will lose control as it continues downhill on the eastern side of Moss Avenue. On the eastern side of Moss Avenue, there is a high traffic volume in the park. A vehicle which exits the roadway and loses control could continue into the park area.

City staff developed a scope of work for the engineering assessment and design of site specific barrier systems to reduce the severity of incidents at the specified locations. The project includes survey, design and production of construction level plans for the selected improvements.

The City selected CMT Inc. for the project. A five-year on-call professional engineering services agreement with CMT was approved by City Council on March 27, 2023 by Ordinance No. 11748. The City utilizes a "Task Order" process which defines the scope and cost of the on-call professional engineering services requested.

The City will utilize on-call engineering consultant CMT, Inc. to further assess and design improvements for the locations specified above. The current proposal for full design up to production of construction level plans is $91,570.00.

City staff recommends approving the amendment to Ordinane No. 11748 by approving On-Call Engineering Task Order #1 with CMT, Inc. for the design of Road System Barriers in the amount not to exceed $91,570.00.

Previous Action (if applicable):
N/A

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Pending: May-18-2023
	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 Line Item:	Amount: $91,570.00 Amount:

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

<u>Attachments</u>:

1. 2023-518 TO 1 - CMT ORD_V3
2. CMT On-Call TO 1_Signed

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 11748, APPROVING A FIVE-YEAR AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING WITH CRAWFORD, MURPHY & TILLY, INC. (CMT) BY AUTHORIZING TASK ORDER NO. 1

WHEREAS, a five-year agreement for On-Call Professional Services with CMT Engineering, Inc. was approved on March 27, 2023 by Ordinance No. 11748; and

WHEREAS, Task Orders have been established as the mechanism to reflect services performed under this On-Call Professional Services Agreement; 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 on-call professional engineering Task Order #1 by and between the City of Liberty and CMT, INC for the Road Barrier System Design of three select locations in an amount not to exceed NINETY-ONE THOUSAND FIVE HUNDRED SEVENTY AND 00/100 DOLLARS ($91,570.00), 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 No. 1, consisting of 13 pages.

Task Order

In accordance with Section 4 of the Agreement for On-Call Professional Engineering Services between Owner and Engineer, dated _March 27,2023_ ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**
   a. Title: __Liberty Road Barrier Project_____
   b. Description: __Evaluation & Implementation of roadside protection at three locations within the City of Liberty. See Exhibit A for further information. _____

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

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

4. **Times for Rendering Services**

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

   b. The terms of payment are set forth in Section 5 of the Agreement and in Exhibit C.

6. **Consultant (s) (including subs):**
   a. Crawford, Murphy & Tilly (prime)
   b. Anderson Engineering
7. **Other Modifications to Agreement:**

8. **Attachments:**

9. **Documents Incorporated by Reference:** Agreement for On-Call Professional Engineering Services dated _3/27/2023_. This includes all Attachments to that Agreement (Attachment A – Attachment C 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 _____,_2023_.

OWNER:	ENGINEER
By: City of Liberty	Crawford, Murphy & Tilly, Inc.
Name: _____	Name: STEVEN T. PRINGLE, P.E.
Title: _____	Title: SENIOR VICE PRESIDENT
	Engineer License or Firm's Certificate No. 000631
	State of: MISSOURI
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: __Jerry Bollinger_____
Title: _____	Title: ____Project Manager_____
Address: _____	Address: _1627 Main St., Ste. 700, Kansas City, MO 64108_
E-Mail Address: _____	E-Mail Address: _gbollinger@cmtengr.com____
Phone: _____	Phone: _(317) 492-9173_____
Fax: _____	Fax: _____

EXHIBIT A

Exhibit A: Scope of Work

General Project Description and Scope of Work

The project consists of designing and preparing construction plans for the following project locations:

1. Barrier System design along Old State Hwy 210 running over Town Branch.
2. Barrier System design along Ruth Ewing Rd running over Town Branch.
3. Barrier System design along Moss Ave adjacent to the City Park.

The project includes the Professional Engineering analysis and design for the construction of Barrier System improvements to meet current Missouri Department of Transportation (MoDOT) Engineering Policy, Technical Specifications and Design Criteria. The Project may include:

- Individual site investigations and assessments for each location to ascertain the best Barrier System for each site.
- Selection of site appropriate Barrier Systems which do not increase either the likelihood or severity of a crash.
- Individual site surveys may or may not be required, determination for a site survey shall be made on a case by case basis based on the ENGINEERS recommendations.
- MoDOT typical standards shall be followed, however site locations may render strict adherence to typical details improbable. The ENGINEER shall determine whether or not specialized design for Barrier System anchors/connections is required dependent on-site conditions.

The intention of this project is to:

- Reduce the severity of potential accidents at the above defined locations by the installation of approved Barrier Systems.
- Project designs will improve existing conditions but may not fully meet design standards. An effort will be made to meet design standards whenever possible.

Easements and right of way acquisition are not anticipated, however the ENGINEER shall determine whether or not any easement or right of way acquisitions are necessary based on the extents of the proposed designs.

The project will be designed in accordance with MoDOT Engineering Policy, Technical Specifications and Design Criteria. Engineering is funded with City of Liberty funds in City Fiscal Year 2023.

Scope of Services

The following scope of services is provided for the project, subject to final negotiations and contract approval:

The ENGINEER shall furnish and perform the various professional duties and services described following as part of this contract;

A. Field verify the existing topography and site conditions from all available as-built plans or other infrastructure information (e.g. GIS). Conduct, only as necessary, surveys to enable design.

    - Per scoping meeting with the City, survey to be conducted at all

three sites to assess grading limits and identify property lines.

B. Analyze potential Barrier Systems for each location and select (1) for each site. Selections shall be compliant with MoDOT Engineering Policy, Technical Specifications and Design Criteria.

C. Prepare preliminary sketch plans of the improvements for the project. Sketch plans would include all Barrier Systems and cost estimates for the project based on preliminary layout.

D. Prepare Preliminary Plans of the required improvements based on Sketch Plan review comments. These plans would be considered approximately 90% complete and include all Barrier System and associated connection/anchor designs.

E. Submit preliminary plans to OWNER for review. If necessary, a meeting with the OWNER's staff may be held to review the Preliminary Plans and obtain comments.

F. Prepare Final Plans in accordance with Preliminary Plan review comments. These plans would be considered complete and include final quantities for all items, and construction details. Final design plans will be plotted on reproducible medium. The Final Plans will be submitted for Owner final approval for construction. Also a thumb drive with plans in AutoCAD and PDF format shall be submitted containing all plans. A detailed cost estimate including all improvements and add alternates will be required with Final Plan submittal.

G. Prepare specifications and contract documents, any required special provisions, and copies of the final construction plans. The ENGINEER shall provide two (2) sets of 11x17 hardcopy, and a set of electronic (PDF) plans and documents.

H. Preliminary improvements plans will be completed within two (2) months after receipt of Notice to Proceed. Final Plans will be completed within three (2) months after receipt of OWNER comments on the Preliminary design.

Bidding and Construction Services (Not a part of contract unless otherwise authorized):

A. ENGINEER shall answer Bidder design questions and prepare design addendums as required during bid period.

B. ENGINEER shall answer Contractor design questions and prepare design revisions as required during construction period.

C. ENGINEER shall retain information from construction processes and perform necessary field survey to provide "AS-CONSTRUCTED" plans to the OWNER, in the form of one (1) digital (AutoCAD and PDF) copy of the plans, at the conclusion of the project. Delivery of "AS-CONSTRUCTED" plans to the OWNER shall conclude the contract services.

The following task items are not included in the Scope of Work and are considered excluded from the fee justification. They could be included through a supplemental agreement.

- Pavement design
- Geotechnical analysis
- Real Estate Services
- Culvert Hydraulics

- Railroad Coordination
- Retaining Wall/Wing Wall/Structural Design

The following task items are anticipated to be needed for the project but are assumed to be completed by Liberty:

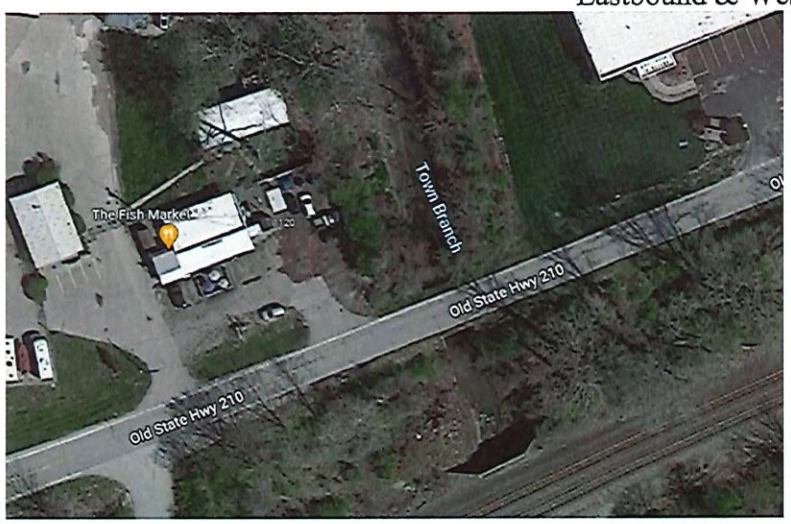
- Construction inspection services

Exhibit B: Site Locations

Location 1: Old State Hwy 210 running over Town Branch.

- Speed Limit: 35 MPH
- Special Considerations: The Box culvert has recently been classified as a bridge and will be part of the City's next inspection cycle in 2024. Encroachment is possible for drivers leaving the road.

Eastbound & Westbound

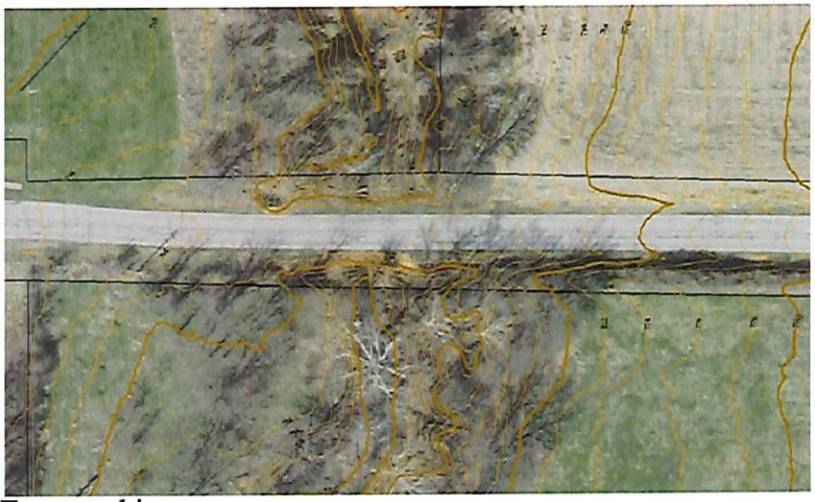


Ariel & Topographic

Location 2: Ruth Ewing Rd running over Town Branch.

- Speed Limit: 35 MPH
- Special Considerations: Box culvert is not classified as a bridge. Encroachment is possible for drivers leaving theroad.

Eastbound & Westbound

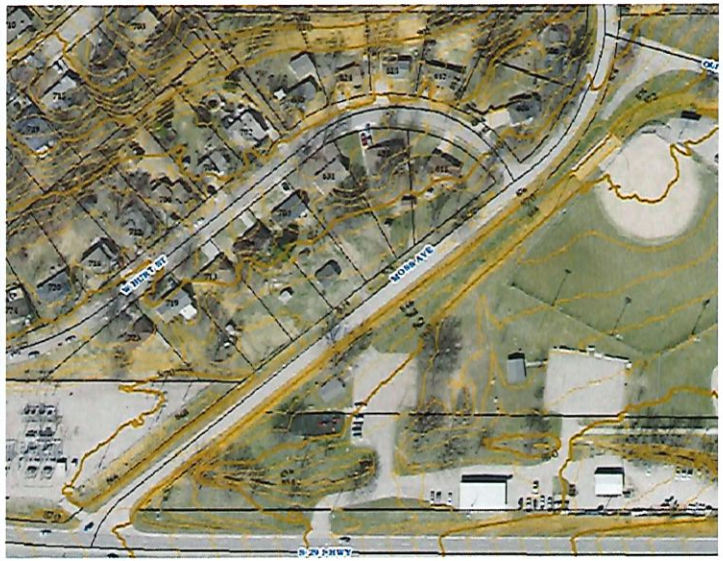


Ariel & Topographic

Location 3: Moss Ave adjacent to the City Park.

- Speed Limit: 25 MPH

Northbound & Southbound



Ariel & Topographic

EXHIBIT B

Owner Responsibilities

The Owner shall have those responsibilities set forth as follows:

a. Provide available construction drawings or as-built drawings of infrastructure within and adjacent to the project area.
b. Provide timely review and comments of Sketch and Preliminary submittal documents.
c. Provide electronic copy (Word) of City standard bid documents and technical specifications for review by Consultant to determine supplemental information required.
d. Coordination, advertisement and distribution of construction documents and addendum to prospective bidders.
e. Coordination of bid opening and preconstruction meetings.
f. Primary construction administration and all resident project inspection services.

EXHIBIT C

CRAWFORD, MURPHY & TILLY, INC
CONTRACT ATTACHMENT - EXHIBIT B - 202318 PROFESSIONAL SERVICES COST ESTIMATE

CLIENT	**CITY OF LIBERTY, MO**
PROJECT NAME	**23-001 Road Barrier Project**
CMT JOB NO.	**22007426**

Prep By	GTB
DATE	12/18/22
Apprvd	SP
DATE	12/21/22

TASK NO.	TASKS \ CLASSIFICATIONS	PRINCIPAL	SR PROJECT ENGR MANAGER	PROJ ENGR / MGR PROJ ARCH	SENIOR ENGINEER SENIOR ARCHITECT	SENIOR PLANNER	ENGINEER ARCHITECT	LAND SURVEYOR	SENIOR TECHNICIAN	TECHNICAL MGR PLANNER	TECHNICIAN II	TECHNICIAN I	ADMIN ASSISTANT CLERK	MAN HOURS & LABOR SUMMARY
	CURRENT YEAR 2023 HOURLY RATES	$275.00	$265.00	$230.00	$185.00	$165.00	$165.00	$185.00	$165.00	$170.00	$140.00	$120.00	$80.00	TOTAL
	TOPOGRAPHIC SURVEY COLLECTION													
	GEOTECHNICAL INVESTIGATIONS													
	ROAD DESIGN													
	DATA COLLECTION			1			16							17
	PRELIMINARY SKETCH			16	14		48				37			115
	PRELIMINARY PLANS			20	24		50				62			156
	FINAL PLANS			4	10		16				12			42
	MEETINGS			16			12				4			32
	CONSTRUCTION PHASE SERVICES			6			12							18
	QUALITY ASSURANCE		2	14	4		4						4	28
	PROJECT MANAGEMENT			22										22
	TOTAL MAN HOURS		2	99	52		158				115		4	430
	SUBTOTAL - BASE LABOR EFFORT		$530	$22,770	$9,620		$26,070				$16,100		$320	$75,410

TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	SUBS ANDERSON	SUBS	SUBS	OTHER	OTHER	OTHER	TOTAL EXPENSE	TOTAL FEE
TOPOGRAPHIC SURVEY COLLECTION						$16,000						$16,000	$16,000
GEOTECHNICAL INVESTIGATIONS													
ROAD DESIGN													
DATA COLLECTION	$2,870												$2,870
PRELIMINARY SKETCH	$19,370												$19,370
PRELIMINARY PLANS	$25,970												$25,970
FINAL PLANS	$7,090			$44								$44	$7,134
MEETINGS	$6,220	$116										$116	$6,336
CONSTRUCTION PHASE SERVICES	$3,360												$3,360
QUALITY ASSURANCE	$5,470												$5,470
PROJECT MANAGEMENT	$5,060												$5,060
TOTALS	$75,410	$116		$44		$16,000						$16,160	$91,570

TIME PERIOD OF PROJECT	2023	2024	2025	2026	TOTAL	EST % OF OT HRS INCLUDED ABOVE		MULTI-YEAR + OT
PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%				100%	AVERAGE OVERTIME RATE PREMIUM	15%	MLTPLR & AMT
WEIGHTING FACTOR FOR 2% ANNUAL ADJUSTMENT	1.0000				1.0000	OT ADJUSTMENTFACTOR		1.0000

ESTIMATED CONTINGENCY		
ROUNDING		
TOTAL FEE	MATH CROSS CHECK IS OK	$91,570

CITY COUNCIL
ACTION REPORT
Meeting Date: May 22, 2023
A/R No.: 2023-524

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant Parks and Recreation Director

Subject: RESOLUTION AUTHORIZING THE FILING OF TWO GRANT APPLICATIONS WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE REIMBURSEMENT OF COST FOR USE OF RECYCLED MATERIALS FOR THE PLAYGROUND SAFETY SURFACE IN THE 4-PLEX AT THE CAPITOL FEDERAL SPORTS COMPLEX AND FOR SIX BENCHES TO BE PLACED IN LIBERTY PARKS

Summary:
The Parks & Recreation Department is planning to update the playground safety surface of the playground in the 4-plex at the Capitol Federal Sports Complex.

Additionally, Staff plans to add seating along the new trail being constructed at Homestead Hills/Old Withers Trail, and inside the fence at the new pickleball courts at Westboro/Canterbury Park (master plan objectives 1.2, 2.2, 3.2).

As a way to help offset the costs of these upgrades, Staff recommends applying for two grants from the Missouri Department of Natural Resources. A playground scrap tire surface material grant for the 4-plex playground surface, and a non-playground scrap tire material grant to purchase 6 benches.

Background:
In 2024, Park Staff plans to upgrade the rubber playground safety surface at the playground in the 4-plex at the Capitol Federal Sports Complex. In order to make the playground more inclusive, and free up funds from the labor and supplies used to re-mulch playgrounds each year, a recycled pour-in-place surface is recommended.

The Missouri Department of Natural Resources has an open grant opportunity to apply for a reimbursement grant for scrap tire playground surfaces. Staff recommends applying for this reimbursement grant for the 4-plex playground. We intend to apply for a $40,000 grant, which would cover the majority of the project expenses. Any additional funding for the project would be covered by the 2024 Parks & Rec budget.

Additionally, Park Staff plans to add seating along the Homestead Hills/Old Withers Trail in 2024, and we would like to add two benches inside the fence at the upgraded pickleball courts at Westboro/Canterbury Park. The Missouri Department of Natural Resources has a second open grant opportunity for a reimbursement grant for molded scrap tire products. Staff recommends applying for this reimbursement grant to purchase 6 benches in an amount not to exceed $5,000.

Item presented to and approved by the Park Board on May 4, 2023.

Previous Action (if applicable):

The Parks & Recreation Department has participated in and been awarded both of these grants in the past.

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Resolution MO Dept of Natural Resources Scrap Tire Grants 4.28.2023
2. Playground Map

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FILING OF TWO GRANT APPLICATIONS WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE REIMBURSEMENT OF COST FOR USE OF RECYCLED MATERIALS FOR THE PLAYGROUND SAFETY SURFACE IN THE 4-PLEX AT THE CAPITOL FEDERAL SPORTS COMPLEX AND FOR SIX BENCHES TO BE PLACED IN LIBERTY PARKS

WHEREAS, the City of Liberty established the importance of safe and sustainable play structures for our youth; and

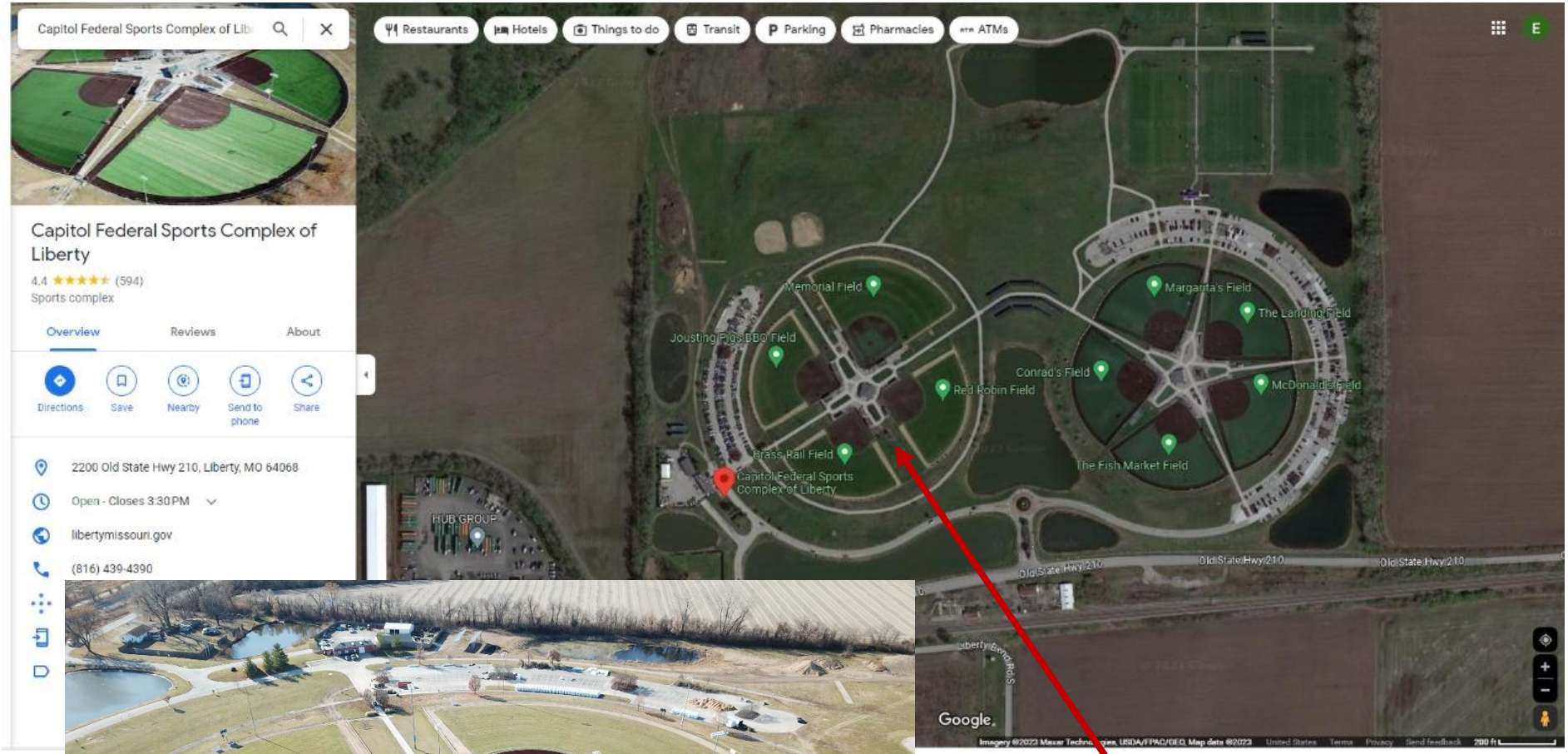
WHEREAS, assistance to subsidize improvements to our community parks & trails is sought through the application of a reimbursement of funds grants from the Missouri Department of Natural Resources for use of recycled materials.

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Liberty, Clay County, Missouri, that the City hereby authorizes application for funding from the Missouri Department of Natural Resources.

PASSED by Council this _____ day of _____, 2023.

_____
MAYOR

_____
DEPUTY CITY CLERK



This is the playground in the Capitol Federal Sports Complex that Parks Staff plans to upgrade with a pour in place surface in 2024.

It is located in the 4-plex between the Brass Rail and Red Robin fields. It currently has a mulch surface.

CITY COUNCIL
ACTION REPORT
Meeting Date: May 22, 2023
A/R No.: 2023-542

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC BEVERAGES SERVICE APPLICATION TO DEBBIE REAMES FOR THE "LIBERTY HIGH SCHOOL CLASS OF 1973 CLASS REUNION", A SMALL/PRIVATE EVENT TO BE HELD ON OCTOBER 7, 2023

Summary:

- LIBERTY COMMUNITY CENTER (LCC) ALCOHOLIC BEVERAGES SERVICE APPLICATION TO DEBBIE REAMES FOR THE "LIBERTY HIGH SCHOOL CLASS REUNION OF 1973 CLASS REUNION", A SMALL/PRIVATE EVENT TO BE HELD ON OCTOBER 7, 2023 FROM 5:30 P.M. TO 9:00 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.”

Debbie Reames is hosting the "Liberty High School Class of 1973 Class Reunion", a small/private event to be held on October 7, 2023 from 5:30 p.m. to 9:00 p.m. The applicant has completed a LCC Alcoholic Beverages Service Application, requesting authorization to serve alcohol at the event. Blush Farms Cork & Board is the selected beverage service company. 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 February 10, 2023 notifying them of the application and the meeting date that Council will consider the application. The staff has confirmed the School District is in receipt of this notice.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:

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

Financial Considerations:

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

Attachments:

1. RESOLUTION LCC liquor application_Liberty High School Class of 1973 Class Reunion

RESOLUTION NO. _____

A RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC BEVERAGES SERVICE APPLICATION TO DEBBIE REAMES FOR THE "LIBERTY HIGH SCHOOL CLASS OF 1973 CLASS REUNION", A SMALL/PRIVATE EVENT TO BE HELD ON OCTOBER 7, 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 Debbie Reames for the "Liberty High School Class of 1973 Class Reunion", a small/private event to be held at the Liberty Community Center on October 7, 2023 from 5:30 p.m. to 9:00 p.m.

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

_____
MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

CITY COUNCIL
ACTION REPORT
Meeting Date: May 22, 2023
A/R No.: 2023-547

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY USE AGREEMENT WITH GOOGLE FIBER MISSOURI, LLC

Summary:

- Google Fiber Missouri is requesting consent from the City to use the City's rights-of-way to operate facilities for communication.
- Missouri law provides conditions relating to the City's consent to and authorization of the use and occupancy of rights-of-way for placement of communication facilities.
- The City and Google Fiber have agreed to terms for the use of the rights-of-way including compensation of one percent (1%) of gross revenues.
- Term of the agreement is for twenty (20) years with an automatic renewal for successive five (5) year terms.

Background:
Google Fiber Missouri, LLC (Google Fiber) has approached the City to seek an agreement for the installation of communication related capacities. They are offering compensation for use and occupancy of the rights-of-way (ROW). During a period of negotiations, both the City and Google Fiber agreed to the attached language.

Google Fiber is requesting the use of City ROW to construct, install, maintain and operate a fiber optic network for communication or related capabilities, including broadband internet access. It is not providing multichannel video programming services that would be subject to video service franchise and telecommunications services.

The network may consist of equipment and facilities, including aerial stands, aerial or underground fiber optic cable, line, or stands; underground conduits, vaults, access to utility holes and handholes; electronic equipment; power generators; batteries; pedestals; cabinets; and other similar facilities. All installations will abide by the City Code and applicable Ordinances.

The term of the agreement is for twenty years (20) and will automatically renew for a consecutive five-year (5) term, unless a party provides at least six (6) months prior written notice not to renew. Google may at any time during the terms of this Agreement terminate the agreement for convenience upon one hundred eighty (180) days written notice to the City.

Previous Action (if applicable):
NA

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Right-of-Way Agreement with Google Fiber Ord
2. Right-Of-Way Use Agreement with Google Fiber

Document No._____

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY USE AGREEMENT WITH GOOGLE FIBER MISSOURI, LLC

WHEREAS, Google Fiber Missouri, LLC ("Licensee") has requested consent from the City authorizing the use of the City Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes City regulation of the use and occupancy of Rights-of-Way for placement of communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction, to the extent applicable; and

WHEREAS, the City and Licensee desire to enter into a Rights-of-Way Use Agreement to authorize Licensee's use of the City's Rights-of-Way under certain terms and conditions; and

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

SECTION I

The Mayor is hereby authorized to execute the attached Rights-of-Way Use Agreement in substantially the form of Exhibit 1, attached hereto and incorporated herein by this reference, with Google Fiber Missouri, LLC.

SECTION II

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

PASSED by Council this _____ day of _____, 2023.

_____
MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

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

_____
MAYOR

RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES ("Agreement") is made and entered into as of the Effective Date (as defined in Section 11.1), by and between, Google Fiber Missouri, LLC, a Missouri limited liability company, and its subsidiaries, successors, or assigns (the "Licensee"), and the City of Liberty, Missouri, a municipality of the State of Missouri (the "City"). Licensee and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Licensee has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate fiber optic network (the "Network") facilities for communications or related capabilities including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("Broadband Internet Services"), but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in the City ("Customers");

WHEREAS, the Network may consist of equipment and facilities that may include aerial strand; aerial or underground fiber optic cables, lines, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; and other similar facilities (collectively, without limitation, "Network Facilities");

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its public Rights-of-Way ("Rights-of-Way" or "ROW") for placement of various communications facilities;

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction;

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee's use of the Rights-of-Way, and to incorporate the applicable provisions and definitions of the ROW Code (as defined in Section 1.2); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth herein and in the applicable provisions of the Code of Ordinances of the City, including specifically Article VI of Chapter 25, and as may be amended (the "Code" or "ROW Code"). Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **"Communications Service"** The transmission of writing, signs, signals, pictures, sounds or other forms of intelligence through wire, wireless or other means, including, but not limited to, any "telecommunications service," "enhanced service," "information service," or "Internet Service," as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Network Facilities, apparatus , and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined in § 67.2677 RSMo. The term "Communications Service" does not include the rental of conduit or physical facilities, which if proposed must be expressly separately approved or sought directly by such third party from City consistent with the ROW Code, including, but not limited to, Section 25-28. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations and/or approvals of federal, state, and local law and shall have on file with the City such authorization to provide such services prior to commencement.

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the applicable provisions of the ROW Code, and Licensee agrees as a part of this Agreement to abide by the applicable provisions of such Code and other applicable ordinances of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of its Network Facilities including excavation, building, electrical, zoning, etc. before installation of its Network Facilities within the ROW.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal in the Rights-of-Way, and gives only the right to occupy the City's Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use Facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City or a third-party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Network Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying Communications Service within the City, subject, however, to the terms and conditions herein set forth within this Agreement and the Code. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement, between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant, registration, or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor provide services not authorized herein, except as may otherwise be agreed upon in writing between the City and Licensee, or such subsequent amendment as may be approved thereto. The size, location, and specifications of the underground and above-ground Network Facilities are subject to prior City approval and consent in accordance with the City's applicable permitting and related processes and procedures with respect to the management of the City's Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Network Facilities in accordance with all applicable federal, state, and local laws, codes, and ordinances, including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Network Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Network Facilities in the Rights-of-Way in locations and in a manner only as authorized by a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

2.5 No Interference. Licensee shall construct and maintain its Network Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or unlawfully interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work.

2.6 Cooperation in Joint Trench Opportunities. Licensee will cooperate with City in identifying ways to minimize the amount of construction in the ROW through joint trenching, sharing duct banks, and cost sharing with City and third parties undertaking similar construction projects involving the installation of underground communications facilities. Licensee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost sharing opportunities being sufficiently compatible with Licensee's plans, as reasonably determined by the Licensee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently compatible with Licensee's plan where the opportunity involves different areas of the ROW than Licensee has permission to occupy under a valid City-issued permit, or would unreasonably delay or otherwise hinder Licensee's construction plans, and (ii) Licensee is not obligated to cooperate if Licensee enters into a commercial cooperation agreement reasonably satisfactory to the Licensee with respect to such joint trenching or other cooperation with City or the third-party, as applicable. Licensee will make good faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.

2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all

reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating its Network Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way as set forth in Section 7.6, below.

2.8 Repair. Licensee will promptly repair any damage to the ROW, City property, or private property if such damage is caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by State law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this Section 2.8 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.

2.9 Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network. Licensee, at its sole discretion, may determine separately defined geographic areas with City where its Network Facilities will be deployed.

2.10 Limitations. Licensee will not provide services directly regulated by the Missouri Public Service Commission ("PSC") unless authorized by the PSC. Licensee will not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA §521, et seq., as amended) without first having obtained a separate video service provider franchise from the State of Missouri to the extent required under applicable law.

2.11 Access to Services. Licensee will not deny service or access, or otherwise discriminate on the availability, rates, terms, or conditions of Broadband Internet Services provided to residential subscribers on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual orientation, disability, age, familial status, marital status, or status with regard to public assistance. Licensee will comply at all times with all applicable Federal, state, and local laws and regulations relating to nondiscrimination. Licensee will not deny or discriminate against any group of actual or potential residential subscribers in City on access to or the rates, terms, and conditions of Broadband Internet Services because of the income level or other demographics of the local area in which such group may be located.

2.12 Non-Discrimination. City's grant of the License will be open, comparable,

nondiscriminatory, and competitively neutral and City will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent providers offering facilities-based Broadband Internet Services.

SECTION 3. TERM

3.1 Term. This Agreement will expire automatically on the twentieth (20th) anniversary of the Effective Date (as defined in Section 11 hereof), and will automatically renew for successive five (5) year terms (each a "Renewal Term") unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew. Notwithstanding anything to the contrary herein, Licensee may at any time during the term of this Agreement terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.

SECTION 4. TAXES

4.1 The Licensee agrees to pay all legally applicable taxes including license taxes, business taxes, and other applicable taxes of the City and failure to pay such taxes shall be considered a breach of this Agreement. Nothing herein is intended to alter, amend, modify, or expand the taxes that may be lawfully assessed on Licensee's business activities under applicable law. Licensee may be subject to audit in accordance with applicable law. Such City taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise subject to any limitations herein and of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law or as otherwise set forth in this Agreement, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease or assign this Agreement or its rights under this Agreement, in whole or in part, with prior written notice to the City if to: (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee; or (c) to any purchaser of all or substantially all of Licensee's Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

5.2 Agreement Binding. In the event of a sale, transfer, assignment, or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and privileges under this Agreement, all provisions of this Agreement that are obligatory upon,

or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments, and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept, and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

5.3 Sale or Lease of Network Facilities. Except as otherwise may be provided by law or this Agreement, Licensee shall not lease, sell, sublet or otherwise transfer possession or control or use of the Network Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Network Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee's installed Network Facilities for the benefit of its customers of its Communications Services provided that any such customer shall have no right of physical access to the Network Facilities in the ROW without a separate agreement with the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 Forfeiture. In case of material failure on the part of the Licensee, its successors and assigns, to comply with any of the material provisions of this Agreement, including the provisions of the Code of Ordinances, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the material terms of this Agreement, including the provisions of the Code, or if the Licensee loses authority to provide its Communication Services or do business within the City under applicable law, the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have ninety (90) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such ninety (90) day period the City determines that the conditions have not been complied with, unless said material default could not have been cured within said ninety (90) day period by Licensee exercising reasonable diligence and Licensee is exercising diligence to cure said default, the City may take action by an affirmative vote of the Governing Body present at the meeting and voting, at which Licensee may appear and be heard, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

6.2 Meet and Discuss. Notwithstanding any other provision contained herein, before City or Licensee brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, Licensee and City will first make a good-faith effort to resolve their dispute by discussion.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state, and local laws, ordinances, regulations, and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of Section 25-41 of the City's Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least $3,258,368.00, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be canceled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Administrator. The City's additional insured coverage shall have no deductible, or payment of any such deductibles shall be assumed by and shall be the sole responsibility of the Licensee. The insurance requirements in this Section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City poles or other facilities, to the extent permitted by applicable law.

7.3 Performance Bond. Licensee will, promptly after the Effective Date, provide City with a performance bond in the amount of Five Thousand Dollars ($5,000), or such greater amount as established by the Director of Public Works, naming City as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement.

7.4 Enforcement. The City and Licensee shall each be entitled to enforce this Agreement through all remedies lawfully available.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.6 Relocation or Removal of Network Facilities.

7.6.1 Relocation for Governmental Purposes. Consistent with the requirements of Section 25-42 of the ROW Code, the City may in its exercise of the public interest request that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of its Licensee's Network Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Network Facilities to be relocated and a reasonable time to relocate such Network Facilities; provided, however, that for purposes of implementing the foregoing clause, the City agrees that the term "reasonable notice" shall be construed to mean not less than sixty (60) days unless a shorter period of time is otherwise agreed upon in writing by the parties on a case by case basis taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstance. Licensee shall forthwith remove, adjust, or relocate such Network Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Network Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Network Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Network Facilities and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its Network Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Network Facilities.

7.6.2 Relocation to Accommodate Non-Governmental Purposes. If Licensee's Network Facilities in existence at the time would interfere with City's planned use of the ROW or City property for a commercial purpose, or with a third-party's use of the ROW, Licensee will not be required to relocate its Network Facilities unless City or the third party enters into an agreement with Licensee under which City or the third party

would, at a minimum: (a) identify and arrange for a new location for Licensee's Network Facilities that is acceptable to Licensee, (b) agree to a commercially reasonable period of time for the relocation, which in no event will be less than one hundred and eighty (180) days; and (c) agree to reimburse all of Licensee's reasonable direct and indirect costs, expenses, and losses associated with the requested relocation.

7.7 Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A** ("Authorized Individuals"). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement. In connection with the performance of this Agreement, Licensee agrees that it will be liable for all acts or omissions of Licensee's contractors and subcontractors and any other Authorized Individual. All work performed in the City's ROW by Licensee, contractors, subcontractors, and any other Authorized Individual shall be performed in accordance with all applicable standard specifications, drawings, and procedures required or approved by the City.

7.8 No Cause of Action Against the City. Nothing contained in this Agreement shall constitute a waiver of the City's governmental immunity or of any limitation on liability or damages created by law. Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power or authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive any claims of sovereign immunity the City may assert under applicable law.

SECTION 8. INDEMNIFICATION

8.1 Indemnification. Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City, consent to which will not be unreasonably withheld by the City) and hold harmless the City, its municipal officials,

elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring or removing Network Facilities, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors, or as otherwise may be limited by law ("**Third Party Legal Proceeding**"). Nothing herein shall be deemed to prevent the City, or any agent from participating in the defense of any litigation by their own counsel at their own expense in accordance with the requirements of Section 8.2 below. Such participation shall not, under any circumstances, relieve the person from the duty to defend against liability or its duty to pay any judgment entered against the City or its agents. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or termination of this Agreement.

8.2 Conditions. Licensee's indemnity obligations pursuant to Section 8.1 above are subject to the following: (a) City must promptly notify Licensee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) days after City became aware of the Third Party Legal Proceeding; (b) City must reasonably cooperate in the defense at Licensee's request; and (c) City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Licensee, subject to the following: (i) City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed; provided, however, that nothing herein shall be construed to waive any claims of sovereign immunity the City may assert under applicable law. For clarification purposes, this Paragraph shall not be interpreted to bind current or future City Councils or individual Councilmembers to consent to settlement of any claim, admission of liability, or payment of money, nor shall consent be deemed to be "unreasonably withheld, conditioned, or delayed" in instances where a majority of the City Councilmembers do not consent to such settlement (to the extent City Council approval is required to consent on the City's behalf to such settlement under applicable state or local law).

8.3 Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR

PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.

SECTION 9. NOTICE

9.1 All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to City to the address set forth below. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.

If Notice to City:
City of Liberty, Missouri
Attn: City Administrator
101 E. Kansas St.
Liberty, MO 64068

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal, or inability to deliver. Either Party may change its address for notice by giving notice of address change to the other Party in the manner for giving notice prescribed in Section 9.1.

SECTION 10.MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to or any subsequent breach or default of the same term, or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right or condition of this Agreement constitutes a general waiver or relinquishment of the term, right or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE DATE AND ACCEPTANCE

11.1 This Agreement shall be effective on the date this Agreement is last signed by both Parties ("Effective Date"). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign this Agreement.

SECTION 12. COMPENSATION FOR USE OF ROW

12.1 Licensee will pay City a fee ("License Fee") to compensate City for Licensee's use and occupancy of ROW pursuant to the License. Licensee and City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of ROW and other City property as authorized. The License Fee will begin accruing on the Effective Date (as defined below) and will be calculated as follows:

12.2 Licensee will pay City one percent (1%)(the "Revenue Percentage") of Gross Revenues for a calendar quarter, remitted on a quarterly basis, commencing upon the first date on which Licensee receives any Gross Revenues (as defined below). Such payments are due forty-five (45) days after the end of the calendar quarter. As used herein, "Gross Revenues" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in ROW.

12.3 Gross Revenues do not include:

(i) any revenue not actually received, even if billed, such as bad debt;

(ii) refunds, rebates, or discounts made to Customers or City;

(iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser's customer;

(iv) revenue derived from the provision of Broadband Internet Services to customers where none of the Network Facilities used to provide such Broadband Internet Services are located in ROW;

(v) any revenue derived from Services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;

(vi) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to its customers;

(vii) any forgone revenue from Licensee's provision of Broadband Internet Services to Customers at no charge if required by state law;

(viii) any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement); and

(ix) any forgone revenue from Licensee's provision, in Licensee's discretion or otherwise, of free or reduced cost Broadband Internet Services to any Person; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barters, services, or other items of value will be included in Gross Revenues.

12.4 Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in Public ROW, that Customer's pro rata amount of the License Fee.

12.5 Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within sixty (60) days from the due date will be at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

Google Fiber Missouri, LLC	**City of Liberty, Missouri**
Philipp Schindler Authorized Signatory 2023.05.15 11:04:40 -05'00'	
(Authorized Signature)	(Authorized Signature)
(Name)	(Name)
(Title)	(Title)
Address: 1600 Amphitheatre Parkway Mountain View, CA 94043	Address: Email address:
Date:	Date:

Attest:

EXHIBIT A

FORM OF LETTER OF AUTHORIZATION

[LICENSEE LETTERHEAD]
[Date]
Via Email ([Email Address])

City of Liberty
[Addressee]
[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 7.7 of the License Agreement dated _____ between the City of Liberty and Google Fiber Missouri, LLC ("Google Fiber"), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber.

[Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.]

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. Name, Title (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

Manager, Google Fiber Missouri, LLC

CITY COUNCIL
ACTION REPORT
Meeting Date: May 22, 2023
A/R No.: 2023-548

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

Subject: ORDINANCE APPROVING A CONTRACT WITH VEENSTRA & KIMM, INC. FOR THE 2023 MODOT REGIONAL BRIDGE GRANT PROGRAM APPLICATION FOR CITY OF LIBERTY PROJECT PW-23-012

Summary:

- MoDOT is requesting project applications for consideration in the Regional Bridge Program to replace bridges in poor condition.
- Richfield Road bridge over Rush Creek and Marilynn Avenue bridge over Cates Branch creek are eligible for the grant funding.
- Engineering Consultant, Veenstra & Kimm, Inc. has previously provided high level conceptual studies for these bridges and can apply for the grant funding on behalf of the City.
- Staff recommends approving a contract with Veenstra & Kimm, Inc. in the amount of $4,240.00 to apply for the MoDOT Regional Bridge Program grant funding.

Background:
MoDOT is requesting project applications for consideration in the Regional Bridge Program for off-system structures (bridges). Funds are available through the Federal Bridge Formula Program and eligible bridges are based on a poor rating from the last biennial rating period. Currently, Liberty has three bridges on the eligible list, including Richfield Road Bridge over Rush Creek, Marilynn Avenue Bridge over Cates Creek and Sherrill Avenue Bridge over Cates Creek. Veenstra & Kimm, Inc. have provided high level conceptual studies for the Richfield Road and Marilynn Avenue Bridges through another MoDOT Program called Bridge Engineering Assistance Program (BEAP) in late 2021 at no cost to the City, and are therefore most qualified to assist in the grant applications.

Grant evaluation is based on project location and description, project justification such as safety, and connectivity, funding availability and right-of-way needs. Based on staffing levels and other projects, the City desires to contract with Veenstra & Kimm, Inc. to provide the project cost estimate and other data necessary for the application for two out of the three bridges. The bridges being submitted for grant consideration are the Richfield Road and Marilynn Avenue Bridges. Any grant funds received would be available in the Federal Fiscal Year (FFY) 2025.

City staff and Veenstra & Kimm, Inc. have finalized the scope of work for the grant applications. The estimated contract amount will not exceed $4,240.00 and will be based on actual time spent on the work. Funding for the contract will be from budgeted Transportation Sales Tax Funds identified for bridge maintenance replacement projects. A ruling on voter intent by the Citizens Sales Tax Oversight Committee

(CSTOC) is pending their May 18, 2023 meeting as of the drafting of this action report.

The City Staff recommends approving a contract with Veenstra & Kimm, Inc. in an amount not to exceed $4,240.00 to apply for the MoDOT Regional Bridge Program Grant Funding.

Previous Action (if applicable):
None.

Policy/Committee Review:

x	Citizen Sales Tax Oversight Committee	Completed/Recommended: Pending May 18, 2023 meeting
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

x	**Budgeted:**	Line Item:52.75.607.14.5627 Line Item:	Amount:$4,240.00 Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item: Line Item:	Amount:
		Funding Source:	Amount:

Attachments:
1. 2023-548 Approve Contract Veenstra & Kimm for 2023 Bridge Grant Application - ORD
2. Engineering Contract VK BRO 2023 Signed

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH VEENSTRA & KIMM, INC. FOR THE 2023 MODOT REGIONAL BRIDGE GRANT PROGRAM APPLICATION FOR CITY OF LIBERTY PROJECT PW-23-012

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Veenstra & Kimm, Inc. for City of Liberty Project PW-23-012 2023 MoDOT Regional Bridge Grant Application in the amount of FOUR THOUSAND TWO HUNDRED FORTY DOLLARS AND ZERO CENTS ($4,240.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

_____
MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

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

_____
MAYOR

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
LIBERTY, MISSOURI

THIS IS AN AGREEMENT made as of _____, 20_____

between **Mayor, City Council, and the Citizens of the City of Liberty, Missouri, a municipal corporation** (OWNER) and **Veenstra & Kimm, Inc.** (ENGINEER) for the **BRO Bridge Funding Application Services**, Project Number **PW-23-004.**

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the first phase of the Basic Services described in Section 2 below and as further set forth in Exhibit A, "Scope of Services and Related Matters" ("Exhibit A") and in the other exhibits listed in Section 9 below. This Agreement will become effective on the date first above written.

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

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

SECTION 1 GENERAL

1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as herein-after provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Consultants as OWNER approves in advance in writing to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties,

express or implied under this Agreement or otherwise, in connection with ENGINEER's services.

1.2. Coordination with Other Documents.

Not used.

1.3. Definitions.

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

1.3.1. Additional Services. Additional Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.3.2. Agreement. Agreement means this Contract for Professional Engineering Services between OWNER and ENGINEER including those exhibits listed in Section 9 of this Agreement.

1.3.3. Basic Services. Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.3.4. Construction Cost. Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement.
Construction Cost is one of the items comprising Total Project Costs.

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

1.3.6. ENGINEER's Consultant. ENGINEER's Consultant means a person or entity having a contract with ENGINEER to perform or furnish Basic or Additional Services as ENGINEER's independent professional associate or consultant engaged directly on the Project.

1.3.7. Defective. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable review or reference standard

1.3.8. Total Project Costs. Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges for all other professional and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties and for other services to be provided by others to the OWNER.

SECTION 2 BASIC SERVICES OF ENGINEER

Upon execution of this Agreement by OWNER, the ENGINEER shall perform for OWNER professional engineering services in all phases of the Project as provided in Exhibit A. Those services set forth in Exhibit A will comprise the "Scope of Services".

Except as otherwise provided herein, the Engineer shall not furnish any services with respect to the removal, encapsulation or containment of any hazardous waste pr asbestos. Should any such material be encountered during the course of design or construction, work on that part of the project shall be suspended pending arrangements by the Owner for such removal, encapsulation, or containment.

SECTION 3 ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types described in the appropriate section of Exhibit A. These services are not included as part of Basic Services, except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

SECTION 4 OWNER'S RESPONSIBILITIES

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

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

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

be included in the Drawings and Specifications.

4.3 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

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

4.3.1.1 The completeness of such reports and drawings for ENGINEER'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures to be employed by ENGINEER and safety programs incident thereto, or

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

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

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

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

4.6. Provide, as may be required for the Project:

4.6.1 accounting, bond and financial advisory, and insurance counseling services;

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

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

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

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

ENGINEER does not undertake in this Agreement to perform the services referred to in

4.7.1. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

4.8. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

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

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

4.11. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

4.12. Provide Engineer with a fully executed City Ordinance awarding the Contract to the Engineer.

SECTION 5 TIMES FOR RENDERING SERVICES

5.1. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.1.1 ENGINEER and OWNER shall make every effort possible to comply with the following schedule of Project milestones:

Notice-to-Proceed	May 23, 2023
BRO Application Submission on behalf of OWNER	June 9, 2023

5.2. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of

time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

5.3. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER:

5.3.1. for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

5.3.2. for more than one year through no fault of ENGINEER, or if ENGINEER for any reason is required to render Construction Phase services more than one year after Substantial Completion is achieved, the rates and amounts of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment to reflect, among other things, changes in the various elements that comprise such rates of compensation.

5.4. In the event that the work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in Exhibit A whether or not the work under such contracts is to proceed concurrently.

SECTION 6 PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1 Methods of Payment for Services and Expenses of ENGINEER.

6.1.1. For Basic Services. OWNER shall pay ENGINEER Not to Exceed **$4,240.00** for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit A.

6.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services performed or furnished under Section 3 on the basis set forth in Exhibit A.

6.2 Other Provisions Concerning Payments.

6.2.1. Preparation of Invoices. Invoices for Basic and Additional Services will be

prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit A. Invoices are due and payable on receipt.

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

6.2.3. Payments Upon Termination.

6.2.3.1. Termination by OWNER for Cause. In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.1.2. During any phase of the Basic Services, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER during that phase through the date of termination on the basis specified in Exhibit A. ENGINEER also will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.2. Termination by OWNER for Convenience. In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ENGINEER also will be paid for such services performed or furnished by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. In addition, ENGINEER will be paid for

the charges of ENGINEER's Consultants employed to perform or furnish Basic Services through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and for termination expenses under sub-paragraph 6.2.3.2.3 below.

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

6.2.3.3. Termination By ENGINEER for Cause. In the event of termination by ENGINEER for cause under paragraph 8.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

SECTION 7 OPINIONS OF COST

7.1. Opinions of Probable Construction Cost. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

7.2. Opinions of Total Project Costs. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

SECTION 8 GENERAL CONSIDERATIONS

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

8.1.1. For cause,

8.1.1.1. by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

8.1.1.2. by ENGINEER:

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

8.1.1.2.2. upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

8.1.1.2.3 In the case of termination under this paragraph 8.1.1.2, ENGINEER shall have no liability to OWNER on account of such termination.

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

8.2. Reuse of Documents. All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER'S consultants) pursuant to this Agreement are and shall remain the property of the OWNER, whether the project for which they are prepared are executed or not. The ENGINEER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the project. The Drawings and Specifications may be used by the OWNER only for completion of this project, or if the ENGINEER is adjudged to be in default under this Agreement, for completion of this project by others without further compensation of the ENGINEER.

8.3. Insurance.

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

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

8.3.2.1 General Liability Insurance, with a combined single limit of $2,000,000 per occurrence and $2,000,000 annual aggregate.

8.3.2.2. Automobile Liability Insurance, with a combined single limit of $2,000,000 for each person and $2,000,000 for each accident.

8.3.2.3. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of $500,000 for each occurrence.

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

8.5. Successors and Assigns.

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this Agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

8.6. **Allocation of Risks--Indemnification.**

8.6.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

8.7. Notices.

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

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

8.9. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

SECTION 9 EXHIBITS AND SPECIAL PROVISIONS

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

9.1.1. Exhibit A, "Scope of Services", consisting of **three (3)** pages.

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

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

OWNER	ENGINEER
City of Liberty	Veenstra & Kimm, Inc.
By: _____ Greg Canuteson, Mayor	By: _____ Scott McDonald, Office Manager
[Corporate Seal]	
Attest: _____ Deputy City Clerk	Attest: _____
Address for giving notices City Engineer 101 E. Kansas Liberty, Missouri, 64068	Address for giving notices Scott M. McDonald 1201 West College, Suite 100 Liberty, Missouri, 64068

CITY COUNCIL
ACTION REPORT
Meeting Date: May 22, 2023
A/R No.: 2023-555

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: 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

Summary:

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 Allergen, Tea, 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 to 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):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ord - MOU with State of MO Opioid Settlement
2. Opioid Settlement City of Liberty MOU 2022 Settlements

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. <u>Applicability</u>

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. <u>Enforceability & Implementation</u>

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:_____

Attest: _____County Clerk	