Agenda

City Council Regular Session

Monday, June 26, 2023 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. COUNCIL MEMBER KEVIN GRAHAM

III. Roll Call

IV. Approve Minutes and Summaries

V. Citizens' Participation

A. PARKS AND RECREATION MONTH PROCLAMATION

VI. Meeting Schedule

VII. Consent Agenda

A. MOTION TO APPROVE THE PURCHASE OF A MODEL PRO 6W6 DELUXE ANIMAL TRANSPORT UNIT WITH REAR STORAGE FROM BOWIE INTERNATIONAL, LLC (CUSTOM FIBERGLASS COACHES) FOR AN AMOUNT NOT TO EXCEED $21,245.00

B. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE TO HISTORIC DOWNTOWN LIBERTY (HDLI) FOR 3 HALVES BREW PUB & BBQ TO SERVE ALCOHOL AT THE KC WIDE OPEN BLOCK PARTY EVENT ON MISSOURI STREET BETWEEN FRANKLIN AND KANSAS STREETS, ON JULY 8, 2023

C. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE TO HISTORIC DOWNTOWN LIBERTY (HDLI) FOR CORNER BAR TO SERVE ALCOHOL AT THE KC WIDE OPEN BLOCK PARTY EVENT ON MISSOURI STREET BETWEEN FRANKLIN AND KANSAS STREETS, ON JULY 8, 2023

VIII. Public Hearings

IX. Ordinances, Contracts and Resolutions

A. ACKNOWLEDGEMENT OF VENDOR PAYMENTS FOR THE PERIOD OF JUNE 2, 2023 TO JUNE 16, 2023

B. RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR WILLIAM JEWELL COLLEGE - THE LINK. A 53,000 SQ. FT. STUDENT RECREATION CENTER AND GYMNASIUM ON CAMPUS, WEST OF THE FOOTBALL STADIUM, IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 23-15FDP)

C. ORDINANCE AMENDING CHAPTER 21 OF THE CITY CODE OF THE CITY OF LIBERTY, PERTAINING TO NUISANCES, PROHIBITING THE PARKING OF VEHICLES ON GRASS

D. ORDINANCE APPROVING AN AGREEMENT WITH SAMURAI ENTERPRISES, INC, FOR THE DESIGN AND CONSTRUCTION OF FIRE STATION NO. 3 REMODEL/ADDITIONS IN AN AMOUNT NOT TO EXCEED $1,900,000.00

E. ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION AGREEMENT FOR THE ACQUISITION OF ARTWORK FROM JOHN BANNON, TO BE USED FOR PUBLIC EXHIBITION

F. ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION AGREEMENT FOR THE ACQUISITION OF ARTWORK FROM KIMBER FIEBIGER, TO BE USED FOR PUBLIC EXHIBITION

G. ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION AGREEMENT FOR THE ACQUISITION OF ARTWORK FROM JIM WOLNOSKY, TO BE USED FOR PUBLIC EXHIBITION

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 parks and recreation programs are an integral part of communities throughout this country, including the City of Liberty; and

WHEREAS our parks and recreation programs are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Liberty recognizes all of the aforementioned benefits derived from parks and recreation resources for our residents and the community as a whole;

NOW, THEREFORE, I, Greg Canuteson, Mayor of the City of Liberty, Clay County, Missouri, proclaim that July is

Parks & Recreation Month

in Liberty, Missouri, and ask that all citizens celebrate the month by visiting park properties and facilities, engaging in physical activity, and enjoying time with family and friends outdoors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Liberty, Clay County, Missouri this 26th Day of June, 2023.

Greg Canuteson, Mayor

CITY COUNCIL
ACTION REPORT
Meeting Date: June 26, 2023
A/R No.: 2023-575

Department: Administration

Submitted By: Shawnna Funderburk, Chief Strategic Operations Officer

Subject: MOTION TO APPROVE THE PURCHASE OF A MODEL PRO 6W6 DELUXE ANIMAL TRANSPORT UNIT WITH REAR STORAGE FROM BOWIE INTERNATIONAL, LLC (CUSTOM FIBERGLASS COACHES) FOR AN AMOUNT NOT TO EXCEED $21,245.00

Summary:

- Purchase one Model Pro 6W6 Deluxe Animal Transport Unit w / Rear Storage from Bowie International, LLC (Custom Fiberglass Coaches) for $21,245.00.
- Quotes received from Deerskin Manufacturing, Inc.; Diamond Truck Body Mfg. Company, Inc.; SWAB Wagon Company; and Custom Fiberglass Coaches.
- Custom Fiberglass Coaches was selected due to cost, offering a fiberglass body versus an aluminum body, a customizable pro-series line and a location in Iowa for collection or servicing of the unit.
- Animal Control staff is awaiting the delivery of two new Ford F250 trucks.
- The new Ford F250 trucks will require animal transport units to be added for transport of animals within our Animal Control Division's care.
- Staff recommends the purchase of a second animal transport unit from Custom Fiberglass Coaches at this time for the second Ford F250 currently being built.
- City Council approved the purchase of the first animal transport unit from Custom Fiberglass Coaches for the first new Animal Control Ford F250 on March 27, 2023.

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

Custom Fiberglass Coaches have the best features, cost and delivery. Custom Fiberglass Coaches provided an estimate for their PRO 6W6 model that included six animal compartments of the preferred size with a pass-through door on the front compartments, roof rack, LED lights, back up alarm and floor drainage trough. Additional options were added to include air conditioning and heating system with digital temperature monitoring in the cab, pull out ramp for front passenger compartment, blind spot mirror, catch pole holder with locking access door and relocating rear vision camera from tailgate to body. The quote totaled $21,245.00. Custom Fiberglass Coaches is in Lake City, IA, with an original estimated build time of 10 months that has been increased to 12 to 13 months from order.

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

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

SWAB Wagon Company supplied a quote for the ARF95 fiberglass model with options for air conditioning, heating, roof rack and wear strips, catch pole holder, back up alarm and slide out trays totaling $22,740.00. SWAB Wagon Company is in Elizabethville, PA with an estimated build time of six months out, and build time could be lengthened at any time.

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

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

Previous Action (if applicable):
Approval of Purchase of first Model Pro 6w6 Deluxe Animal Transport Unit with Rear Storage from Bowie International, LLC (Custom Fiberglass Coaches) for an Amount not to Exceed $21,245.00 on March 27, 2023.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 50.20.132.36.7201	Amount: $21,245.00

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

<u>Attachments</u>:

1. AC 2nd Truck Box Quote 6.7.2023
2. AC Brochure_PRO Series_2 (1) REPRINT
3. AC Truck Box Specs 6w6 (1) REPRINT
4. AC Truck Box Specifications-6W6 (1) REPRINT

Bowie International, LLC
313 S. Hancock, PO Box 123
Lake City, IA 51449-0123
Phone: 800-831-0960 Fax: 712-464-8601

Invoice No. 60723

INVOICE

Customer

Name	City of Liberty
Name	Samanth Lehman
Address	2801 Riverview Road
Location	Liberty, MO 64068
Phone	(816) 439-4791

Date	6/7/2023
Order No.	68578
Rep	House
Terms	Cash

Qty	Description	Unit Price	TOTAL
1	Animal Transport Unit: Serial # 6W6-0016	$21,745.00	$21,745.00
-1	Pickup Bed Credit--remove pickup bed	$500.00	($500.00)
	Customers are responsible to report purchase to their state for sales tax purposes if no tax has been collected by Bowie Intl. **PAYMENT to be made in US Funds**		
		Subtotal	$21,245.00
		Shipping & Handling	
		Taxes 7% Iowa	
		TOTAL	$21,245.00

Shipping Address

Name	CPU
Name	
Address	
Location	
Phone	

Office Use Only

Received by Purchaser or Agent of Purchaser ____________________

Delivered By: ____________________ Date ____________________

We thank you for your business!

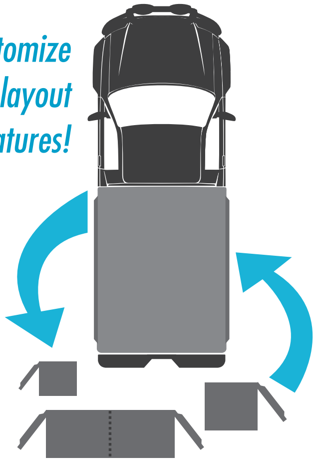
ANIMAL TRANSPORT UNITS
A subsidiary of Bowie International, LLC BOWIE

PRO SERIES

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

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

Customize your layout & features!



Key features include:

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

See other side for more features

VISIT US AT
www.customfiberglasscoaches.com

Custom Fiberglass™ COACHES
313 South Hancock Street · Lake City, IA, 51449
P 800.831.0960 · F 712.464.8601

PRO-SERIES SPECIFICATIONS

FOR COMPLETE SPECS & PRICING, CALL 800.831.0960 NOW

Standard Equipment

Construction & Finish

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

Design Features

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

Ventilation

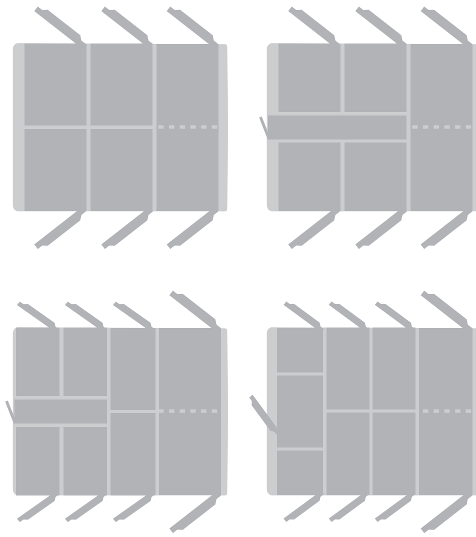
- Fresh air ventilation system vented to each compartment
- Adjustable aluminum louvers to control airflow

Wiring & Lighting

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

Layout Configurations

Configure your compartments nearly any way you choose!



Choose from:

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

Optional Equipment

Pull-Out Ramp

Backsaver Hoist

Other optional equipment

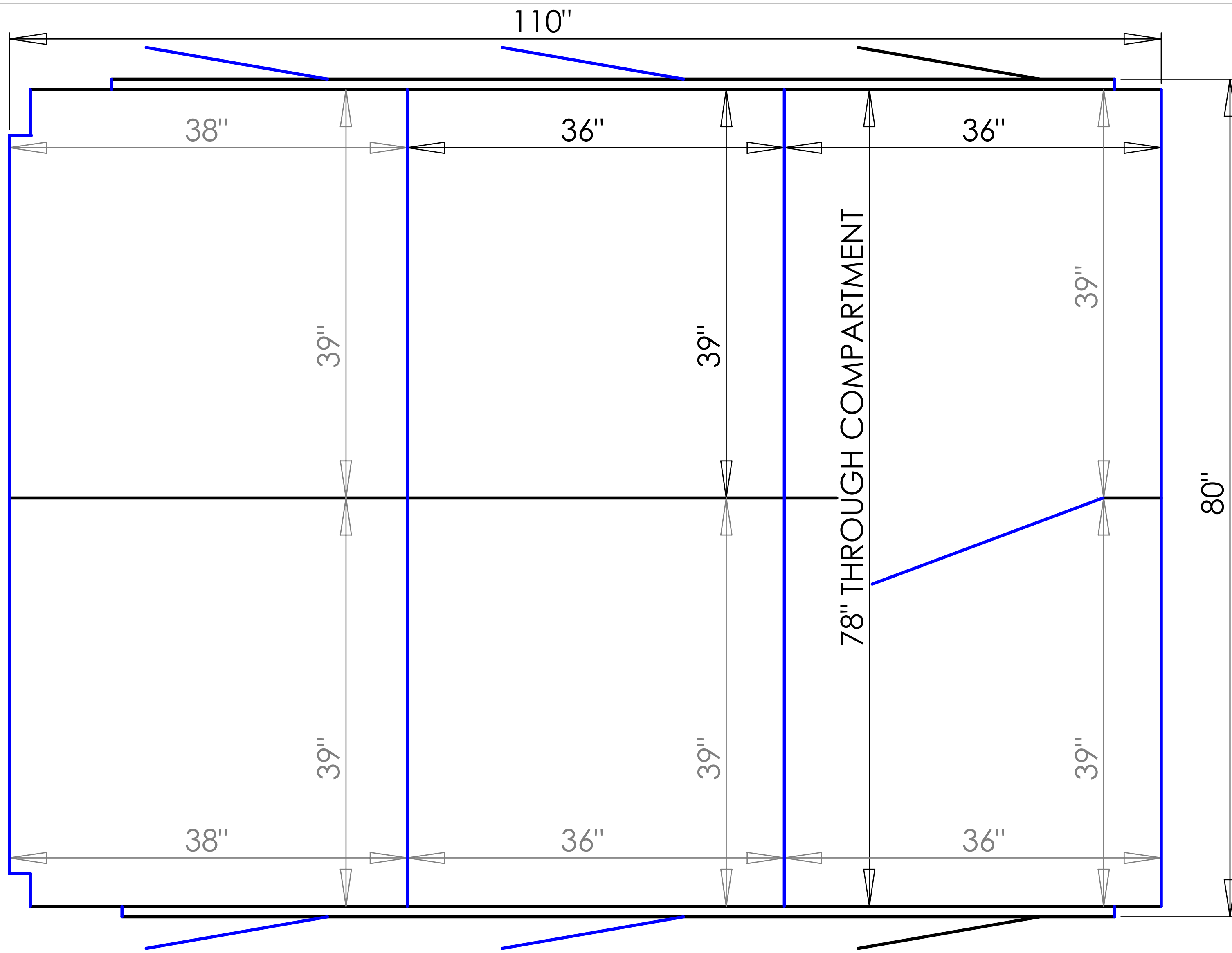
- Air Conditioning and Heating
  w/ Digital temperature monitoring
- Heavy Duty Interior Safety Doors
  powdercoated black or stainless steel
- Additional catch pole holder
- Additional work & safety lights
- Rear blind spot mirror
- Removable Shelves
- Rear vision camera system
- Drop Down Steps
- Pull-Out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

More options available. Call for details!

VISIT US AT
www.customfiberglasscoaches.com

313 South Hancock Street · Lake City, IA, 51449
P 800.831.0960 · F 712.464.8601

CustomFiberglass™ COACHES



TITLE: 6w6 Animal Control Truck Body Compartment Layout

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BOWIE INTERNATIONAL, LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BOWIE INTERNATIONAL, LLC. IS PROHIBITED.

Bowie International, LLC.
Lake City, IA 51449

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

5 4 3 2 1

MODEL PRO 6W6

Specifications

Manufacturer: Custom Fiberglass Coaches

Model: PRO 6W6

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

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

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

Weight: Approximately 1100 lbs.

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

Animal Compartment Sizes: Measured from center of partitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roof Rack: Stainless steel tube and stanchions.

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

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

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

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

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

Color: Bright white gel coat high gloss finish.

Fuel Cap: Recessed.

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

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

Available Options:

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

CITY COUNCIL
ACTION REPORT
Meeting Date: June 26, 2023
A/R No.: 2023-579

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: **RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE TO HISTORIC DOWNTOWN LIBERTY (HDLI) FOR 3 HALVES BREW PUB & BBQ TO SERVE ALCOHOL AT THE KC WIDE OPEN BLOCK PARTY EVENT ON MISSOURI STREET BETWEEN FRANKLIN AND KANSAS STREETS, ON JULY 8, 2023**

Summary:
TEMPORARY EVENT LIQUOR LICENSE FOR THE KC WIDE OPEN BLOCK PARTY EVENT AT MISSOURI STREET BETWEEN FRANKLIN AND KANSAS STREETS ON JULY 8, 2023.

Background:
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 the City Council.

Historic Downtown Liberty (HDLI) has applied for a temporary liquor license to have 3 Halves Brew Pub & BBQ serve alcohol at the KC Wide Open Block Party, to be held on July 8, 2023 at Missouri Street between Franklin and Kansas Streets. Because the public will have access to the event, State statute and City ordinance require a license. The necessary certificate of liability insurance and authorization letter have been provided by the applicant. The application and necessary certificate of liability insurance has been reviewed by the appropriate staff and approval is recommended.

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.

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 3 Halves Brew Pub & BBQ KC Wide Open Block Party

RESOLUTION NO. _______________

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE TO HISTORIC DOWNTOWN LIBERTY (HDLI) FOR 3 HALVES BREW PUB & BBQ TO SERVE ALCOHOL AT THE KC WIDE OPEN BLOCK PARTY EVENT ON MISSOURI STREET BETWEEN FRANKLIN AND KANSAS STREETS, ON JULY 8, 2023

WHEREAS, a temporary event liquor license application has been duly and properly presented to City Council; and

WHEREAS, the City Council finds that the application duly conforms to the standards and requirements of Chapter 3, Liberty Code of Ordinances, as amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a temporary event liquor license is hereby approved to Historic Downtown Liberty (HDLI) for issuance to 3 Halves Brew Pub & BBQ for the KC Wide Open Block Party to be held at Missouri Street between Franklin and Kansas Streets, on Saturday, July 8, 2023, with the following stipulation:

1. No license shall be issued by the City until proof is provided of the State of Missouri having issued a temporary liquor license for the same event.

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

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: June 26, 2023
A/R No.: 2023-578

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE TO HISTORIC DOWNTOWN LIBERTY (HDLI) FOR CORNER BAR TO SERVE ALCOHOL AT THE KC WIDE OPEN BLOCK PARTY EVENT ON MISSOURI STREET BETWEEN FRANKLIN AND KANSAS STREETS, ON JULY 8, 2023

Summary:
TEMPORARY EVENT LIQUOR LICENSE FOR THE KC WIDE OPEN BLOCK PARTY EVENT AT MISSOURI STREET BETWEEN FRANKLIN AND KANSAS STREETS ON JULY 8, 2023.

Background:
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 the City Council.

Historic Downtown Liberty (HDLI) has applied for a temporary liquor license to have Corner Bar serve alcohol at the KC Wide Open Block Party, to be held on July 8, 2023 at Missouri Street between Franklin and Kansas Streets. Because the public will have access to the event, State statute and City ordinance require a license. The necessary certificate of liability insurance and authorization letter have been provided by the applicant. The application and necessary certificate of liability insurance has been reviewed by the appropriate staff and approval is recommended.

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.

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 Corner Bar KC Wide Open Block Party

RESOLUTION NO. _______________

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE TO HISTORIC DOWNTOWN LIBERTY (HDLI) FOR CORNER BAR TO SERVE ALCOHOL AT THE KC WIDE OPEN BLOCK PARTY EVENT ON MISSOURI STREET BETWEEN FRANKLIN AND KANSAS STREETS, ON JULY 8, 2023

WHEREAS, a temporary event liquor license application has been duly and properly presented to City Council; and

WHEREAS, the City Council finds that the application duly conforms to the standards and requirements of Chapter 3, Liberty Code of Ordinances, as amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a temporary event liquor license is hereby approved to Historic Downtown Liberty (HDLI) for issuance to Corner Bar for the KC Wide Open Block Party to be held at Missouri Street between Franklin and Kansas Streets, on Saturday, July 8, 2023, with the following stipulation:

1. No license shall be issued by the City until proof is provided of the State of Missouri having issued a temporary liquor license for the same event.

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

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

Document No. ________

ORDINANCE NO.________

AN ORDINANCE ACKNOWLEDGING VENDC
FOR THE PERIOD OF JUNE 2, 2023 TO JL

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

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

FUND NAME	FUND NUMBER
GENERAL OPERATING FUND	10
LIMITED CAPITAL FUND	11
ARPA FUND	12
CAPTIAL SALES TAX FUND	50
TRANSPORTATION SALES TAX FUND	52
ECO/DEVO SALES TAX FUND	56
PARKS FUND	60
SPORTS COMPLEX FUND	61
COMMUNITY CENTER FUND	65
TRANSIENT GUEST TAX FUND	67
CEMETERY MAINTENANCE FUND	73
WATER OPERATING FUND	90
WASTEWATER OPERATING FUND	92
WATER CAPITAL FUND	94
WASTEWATER CAPITAL FUND	96
SOLID WASTE FUND	98
PAYROLL CHECKS & BENEFITS	6/16/23
TOTAL APPROPRIATIONS	

PASSED by the Council this 26th day of June, 2023.

ATTEST:

____
DEPUTY CITY CLERK

APPROVED by the Mayor this 26th day of June, 2023.

ƆR PAYMENTS
ƆNE 16, 2023

ᐧ Liberty, Clay County, Missouri,

ereby
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ndividual

	AMOUNT
$	656,589.22
$	73,625.40
$	338,558.00
$	22,626.07
$	2,125.97
$	398.03
$	28,261.95
$	37,594.52
$	34,390.63
$	15,292.63
$	7,426.07
$	115,990.53
$	1,324,729.29
$	45,344.60
$	395,700.00
$	75.34
$	1,261,174.78
$	**4,359,903.03**

MAYOR PRO TEM

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

JUNE 9TH CHECKS

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
ABCREATIVE INC 005385											
181968	06/09/23	PKS BENNETT PLAYGROUND	11,629.40	040989	23035-2	230050	F	-	W	PLAYGROUND/SPRAY	60.60.420.14.5582
ALL COPY PRODUCTS, INC. 000492											
181969	06/09/23	POSTAGE SERVICE AGREEMNT	225.78	040990	34178618		P	-	W	OFFICE EQUIPMENT	60.60.415.14.5551
ALTERATIONS & CUSTOM SEW 005482											
181970	06/09/23	POL UNIFORM ALTERATIONS	337.00	040890	3527		P	N	W	CLOTHING EXPENSE	10.40.500.38.5812
AMERICAN DIGITAL SECURIT 004908											
181971	06/09/23	ST BLDG ALARM SYSTEM	24.95	040891	INV0015030		P	-	W	BUILDING MAINTEN	10.70.225.14.5571
181971	06/09/23	MONITORING SYSTEM	147.00	040991	INV0014585		P	-	W	MISCELLANEOUS EX	61.60.458.38.5989
			171.95 *CHECK TOTAL								
		VENDOR TOTAL	171.95								
AMERICAN RESPONSE VEHICL 005616											
181972	06/09/23	FIRE #625 PREV MAINT	41.45	040892	13338		P	-	W	VEHICLE MAINTENA	10.50.311.14.5541
AMES II/RICHARD ASHLEY 006627											
181973	06/09/23	SWIM INSTRUCTION	32.00	040893	5/31-6/1		P	N	W	PRIVATE SWIMMING	65.60.417.08.8125
ANDERSON/SKYLAR 000612											
181974	06/09/23	SWIM INSTRUCTION	15.00	040894	5/31		P	N	W	PRIVATE SWIMMING	65.60.417.08.8125
ARTHUR/TYLER .14504											
181975	06/09/23	PERMIT REFUND	337.00	040895	PERMIT 23-021V		P	-	W	PLANNING SERVICE	10.40.3222
BARCO MUNICIPAL PRODUCTS 003811											
181976	06/09/23	LOCATORS & EQUIPMENT	5,828.00	040896	IN-246450		P	-	W	MINOR EQUIPMENT	90.70.801.18.5601
181976	06/09/23	LOCATORS & EQUIPMENT	5,828.00	040896	IN-246450		P	-	W	MINOR EQUIPMENT	92.70.901.18.5601
			11,656.00 *CHECK TOTAL								
		VENDOR TOTAL	11,656.00								
BARTS ELECTRIC CO INC 002795											
181977	06/09/23	CCTR CONDUIT/GFCI REPAIR	329.00	040897	26583		P	-	W	BUILDING MAINTEN	65.60.491.14.5571
181977	06/09/23	WELL PUMP FUSE REPLACE	636.50	040992	26641		P	-	W	GROUNDS/LANDSCAP	61.60.458.14.5575
			965.50 *CHECK TOTAL								
		VENDOR TOTAL	965.50								
BRADY INDUSTRIES OF KANS 000081											
181978	06/09/23	2023 CUSTODIAL SUPPLIES	8.31	040898	7904229	230009	P	N	W	MAINTENANCE MATE	10.95.140.04.5009
181978	06/09/23	2023 CUSTODIAL SUPPLIES	151.80	040899	8069925	230009	P	N	W	MAINTENANCE MATE	10.95.140.04.5009
181978	06/09/23	2023 CUSTODIAL SUPPLIES	326.40	040900	8069926	230009	P	N	W	MAINTENANCE MATE	10.95.140.04.5009
181978	06/09/23	2023 CUSTODIAL SUPPLIES	244.80	040901	8069927	230009	P	N	W	MAINTENANCE MATE	10.95.140.04.5009
181978	06/09/23	2023 CUSTODIAL SUPPLIES	37.95	040993	8087594	230009	P	N	W	MAINTENANCE MATE	10.95.140.04.5009
			769.26 *CHECK TOTAL								
		VENDOR TOTAL	769.26								
BROTHER FENCE LL 000427											
181979	06/09/23	WTR FENCE RPR 24 CAMELOT	1,800.00	040902	1302		P	N	W	MAINS & LINES MA	90.70.801.14.5532

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

BRYANT/COLE CHRISTOPHER      000616
   181980 06/09/23 SWIM INSTRUCTION          240.00   040903 5/30-6/5            P N W PRIVATE SWIMMING 65.60.417.08.8125

CANON FINANCIAL SERVICES     000342
   181982 06/09/23 ADMIN COPIER LEASE        152.00   040904 30520591            P - W COPIER LEASE & U 10.20.001.04.5110

CENTRAL POWER SYSTEMS IN     001788
   181983 06/09/23 ST TRANSMISSION RPR #710  1,372.10   040905 R110013889:01      P - W VEHICLE MAINTENA 10.70.225.14.5541

CENTRAL STATES LEEDS         007492
   181984 06/09/23 POL TRAINING REG FEE      500.00   040906 HAWKINS             P - W REGISTRATION FEE 10.40.500.06.5251

CHILDRENS MERCY HOSPITAL     005598
   181985 06/09/23 POL LAB SERVICES          632.00   040907 800022113           P M W MISCELLANEOUS FE 10.40.500.08.5399

CLAY CO DETENTION CENTER     000105
   181986 06/09/23 POL PRISONER HOUSING      1,661.52   040908 APR-23              P - W PRISONER HOUSING 10.40.511.08.5373

CLAYTON'S LAWN SERVICE L     000499
   181981 06/09/23 WWTP MOWING             1,430.00   040909 4709        230072 P N W CONTRACT LABOR  92.70.902.08.5397
   181981 06/09/23 WTP MOWING              2,360.00   040911 4710        230073 P N W CONTRACT LABOR  90.70.802.08.5397
                                       3,790.00  *CHECK TOTAL
                       VENDOR TOTAL      3,790.00

CONRAD FIRE EQUIPMENT IN     003684
   181987 06/09/23 FIRE HELMET LINER PADDIN    482.33   040912 567884             P - W PROTECTIVE CLOTH 10.50.301.38.5813
   181987 06/09/23 FIRE #611 BRAKE REPAIR    1,567.15   040913 567936             P - W VEHICLE MAINTENA 10.50.301.14.5541
                                       2,049.48  *CHECK TOTAL
                       VENDOR TOTAL      2,049.48

CORE & MAIN LP               008799
   181988 06/09/23 WTP WINCH & TRIPOD      4,518.62   040914 S665110             P - W MINOR EQUIPMENT  92.70.901.18.5601
   181988 06/09/23 WTR APP SUPP & ANN FEE    185.00   040915 S871757             P - W SOFTWARE MAINTEN 90.70.801.14.5591
   181988 06/09/23 WTP APP SUPP & ANN FEE    315.00   040915 S871757             P - W SOFTWARE MAINTEN 92.70.901.14.5591
                                       5,018.62  *CHECK TOTAL
                       VENDOR TOTAL      5,018.62

CYCLONE INC                  000095
   181989 06/09/23 FIRE PORT A POT            90.00   040916 37671               P - W BUILDING MAINTEN 10.50.300.14.5571

DAKTRONICS INC               005733
   181990 06/09/23 BASEBALL SCOREBOARD     1,560.00   040994 7038561             P - W RECREATION SUPPL 61.60.458.04.5004

DPC INDUSTRIES INC           002456
   181991 06/09/23 WTR CHEMICALS          10,086.95   040917 817001236-23        P - W CHEMICALS      90.70.802.04.5010

DREXEL TECHNOLOGIES          002272
   181992 06/09/23 MTHLY PLOTTER MAINT       120.00   040918 INV107176           P - W MAINT-OFFICE EQU 10.90.132.14.5551
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VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
EDWARDS CHEMICALS 006547									
181993	06/09/23	POOL CHEMICALS	2,347.00	040995	IN114414		P - W	CHEMICALS	65.60.491.04.5010
EVERGY 008892									
1906	06/09/23	ELECTRIC SERVICE	772.86	041040	MAY		P - H	ELECTRIC	10.20.051.12.5401
1906	06/09/23	ELECTRIC SERVICE	1,343.04	041040	MAY		P - H	ELECTRIC	10.50.300.12.5401
1906	06/09/23	ELECTRIC SERVICE	5,836.51	041040	MAY		P - H	ELECTRIC	10.50.300.12.5401
1906	06/09/23	ELECTRIC SERVICE	958.85	041040	MAY		P - H	ELECTRIC	10.70.225.12.5401
1906	06/09/23	ELECTRIC SERVICE	63,073.49	041040	MAY		P - H	ELECTRICITY-STRE	10.70.225.12.5405
1906	06/09/23	ELECTRIC SERVICE	1,209.28	041040	MAY		P - H	ELECTRICITY-TRAF	10.70.225.12.5406
1906	06/09/23	ELECTRIC SERVICE	26.51	041040	MAY		P - H	ELECTRIC	73.70.226.12.5401
1906	06/09/23	ELECTRIC SERVICE	1,298.09	041040	MAY		P - H	ELECTRIC	60.60.420.12.5401
1906	06/09/23	ELECTRIC SERVICE	3,723.39	041040	MAY		P - H	ELECTRIC	61.60.458.12.5401
1906	06/09/23	ELECTRIC SERVICE	9,721.17	041040	MAY		P - H	ELECTRIC	65.60.491.12.5401
1906	06/09/23	ELECTRIC SERVICE	50,389.47	041040	MAY		P - H	ELECTRIC	90.70.802.12.5401
1906	06/09/23	ELECTRIC SERVICE	75,354.25	041040	MAY		P - H	ELECTRIC	92.70.902.12.5401
			213,706.91 *CHECK TOTAL						
		VENDOR TOTAL	213,706.91						
FLEX MADE EASY 005921									
181994	06/09/23	FLEX SPENDING ACCT FEES	48.00	040919	LIB MAY 2023		P N W	MISCELLANEOUS FE	10.25.011.08.5399
FNF PETROLEUM 000610									
181995	06/09/23	PKS DIESEL	1,580.65	040920	IFNF12921		P - W	DIESEL FUEL	60.60.420.14.5522
FOLEY EQUIPMENT CO INC 006120									
181996	06/09/23	ST PARTS	195.13	040921	PS400472420		P - W	VEHICLE MAINTENA	10.70.225.14.5541
181996	06/09/23	ST PARTS	3,495.59	040922	PS400472860		P - W	ASPHALT-STREET R	50.75.607.14.5621
			3,690.72 *CHECK TOTAL						
		VENDOR TOTAL	3,690.72						
GFOA 006364									
181997	06/09/23	GFOA MBRSHIP DUES	150.00	040923	300239406		P - W	MEMBERSHIP DUES	10.30.130.38.5811
GIFFORD/MEGAN 000627									
181998	06/09/23	SWIM INSTRUCTION	180.00	040924	6/1-6/5		P N W	PRIVATE SWIMMING	65.60.417.08.8125
GT DISTRIBUTORS INC 006123									
181999	06/09/23	POL TOURNIQUET POUCH	370.00	040925	INV0953482		P - W	MINOR EQUIPMENT	10.40.500.18.5601
GUILD COLLECTIVE 000147									
182000	06/09/23	MARKETING VISIT LIBERTY	4,925.00	040926	2957	230022	P N W	CONSULTING SERV-	67.20.061.08.5342
H D INDUSTRIES INC 005348									
182001	06/09/23	ST VEHICLE MAINT #710	197.96	040927	33648		P - W	VEHICLE MAINTENA	10.70.225.14.5541
182001	06/09/23	ST VEHICLE MAINT #710	602.55	040928	33650		P - W	VEHICLE MAINTENA	10.70.225.14.5541
			800.51 *CHECK TOTAL						
		VENDOR TOTAL	800.51						

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
HAMPEL OIL INC 006639											
182002	06/09/23	WTP DIESEL OIL	1,203.93	040929	91674740		P	-	W	LIFT STATION MAI	92.70.902.14.5525
HEARTLAND COCA-COLA 000076											
182003	06/09/23	PKS COCA COLA PRODUCTS	2,502.00	040996	35851720014	230028	P	N	W	CONCESSION	61.60.458.04.5007
HEARTLAND MECHANICAL SER 005408											
182004	06/09/23	CCTR NATATORIUM HVAC	329,998.00	040930	14870	220029	F	-	W	CAPITAL EQUIPMEN	12.95.140.36.7201
182004	06/09/23	NATATORIUM HVAC REPLACE	8,560.00	040931	14870		P	-	W	CAPITAL EQUIPMEN	12.95.140.36.7201
			338,558.00	*CHECK TOTAL							
		VENDOR TOTAL	338,558.00								
HILL/DAVID 000528											
182005	06/09/23	SWIM INSTRUCTION	108.00	040932	5/25-6/5		P	N	W	PRIVATE SWIMMING	65.60.417.08.8125
182005	06/09/23	SWIM INSTRUCTION	52.00	040932	5/25-6/5		P	N	W	SEMI-PRIVATE SWI	65.60.417.08.8123
182005	06/09/23	SWIM INSTRUCTION	60.00	040932	5/25-6/5		P	N	W	STARTS AND TURNS	65.60.417.08.8130
182005	06/09/23	SWIM INSTRUCTION	50.00	040932	5/25-6/5		P	N	W	SWIM TEAM STROKE	65.60.417.08.8111
			270.00	*CHECK TOTAL							
		VENDOR TOTAL	270.00								
HISTORIC DOWNTOWN LIBERT 004528											
182006	06/09/23	HDLI STAFF SALARY	5,000.00	040933	06012023		P	-	W	HDLI CONTRACT	67.20.061.38.5823
182006	06/09/23	P&D HDLI CONTRACT 2023	3,333.33	040934	JUNE	230007	P	-	W	HDLI CONTRACT	67.20.061.38.5823
			8,333.33	*CHECK TOTAL							
		VENDOR TOTAL	8,333.33								
INDEPENDENT DOOR & GATE 006296											
181395	06/09/23	VOIDED CHECK	773.39CR	041041	513584		P	-	H	BUILDING MAINTEN	65.60.491.14.5571
INNOVATIVE CONCESSIONS 005719											
182007	06/09/23	ICE CREAM CONCESSIONS	1,555.20	040997	305000317		P	-	W	CONCESSION	61.60.458.04.5007
J E DUNN CONSTRUCTION 005678											
182008	06/09/23	CITY HALL ATRIUM	71,745.75	040999	22028300004	220147	P	-	W	CAPITAL EQUIPMEN	10.95.140.36.7201
182008	06/09/23	CITY HALL ATRIUM	3,587.75CR	041000	22028300004	220147	P	-	W	RETAINAGE PAYABL	10.2115
182008	06/09/23	CITY HALL ATRIUM	414,655.25	041001	22028300005	220147	P	-	W	CAPITAL EQUIPMEN	10.95.140.36.7201
182008	06/09/23	CITY HALL ATRIUM	20,733.25CR	041002	22028300005	220147	P	-	W	RETAINAGE PAYABL	10.2115
			462,080.00	*CHECK TOTAL							
		VENDOR TOTAL	462,080.00								
JCI INDUSTRIES INC 006471											
182009	06/09/23	WWTP MINOR EQUIP	6,015.00	040938	8252733		P	-	W	MINOR EQUIPMENT	92.70.902.18.5601
182009	06/09/23	WWT MBT1 IMPROVEMENTS	395,700.00	040939	8252739	220121	P	-	W	ENGINEERING DESI	96.70.901.36.7501
			401,715.00	*CHECK TOTAL							
		VENDOR TOTAL	401,715.00								
JONES/NATHAN 005257											
182010	06/09/23	SWIM INSTRUCTION	180.00	040937	6/4		P	N	W	PRIVATE SWIMMING	65.60.417.08.8125
182010	06/09/23	SWIM INSTRUCTION	52.00	040937	6/4		P	N	W	SEMI-PRIVATE SWI	65.60.417.08.8123
			232.00	*CHECK TOTAL							
		VENDOR TOTAL	232.00								

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

K C MO WATER SERVICES        003552
   182011 06/09/23 WWT WATER SERVICES       2,440.84   040941 527657-320655       P - W SEWAGE TREATMENT 92.70.902.08.5394

K C WINWATER WORKS CO        002767
   182012 06/09/23 INVENTORY H HWY PROJ       510.00   040942 309305 02           P - W CONST CNTRCT-CLA 94.70.801.36.7510
   182012 06/09/23 INVENTORY                  159.12   040943 311333 01           P - W MAINS & LINES MA 92.70.901.14.5532
   182012 06/09/23 INVENTORY KINGS HWY     24,673.00   040944 310854 01           P - W CONST CNTRCT-CLA 94.70.801.36.7510
   182012 06/09/23 INVENTORY KINGS HWY      1,206.00   040945 311313 01           P - W CONST CNTRCT-CLA 94.70.801.36.7510
   182012 06/09/23 INVENTORY                  990.00   040946 311252 01           P - W INVENTORY-MATERI 90.1700
                                        27,538.12  *CHECK TOTAL
                     VENDOR TOTAL       27,538.12

K C WIRELESS INC            002558
   182013 06/09/23 204/205/207 RUN LIGHTS   4,620.00   040947 60363               P - W VEHICLE CHANGEOV 10.40.500.18.5606

KAPKE & WILLERTH LLC         007509
   182014 06/09/23 LEGAL FEES               4,107.00   040940 66827               P N W LEGAL FEES      10.20.021.08.5311
   182014 06/09/23 LEGAL FEES                  55.50   040940 66827               P N W LEGAL FEES      92.70.903.08.5311
                                         4,162.50  *CHECK TOTAL
                     VENDOR TOTAL        4,162.50

KEY EQUIPMENT & SUPPLY C     007275
   182015 06/09/23 ST SWEEPER 709             120.93   040950 KC208480            P - W PW EQUIPMENT REN 50.75.225.18.5611

KIDS ARTISTIC REVUE INC      000678
   182016 06/09/23 SECURITY BAL REFND LPAT  1,831.25   040948 20230523            P - W MEETING ROOM REN 65.40.8051

KITCHS LAWNCARE & LANDSC     006136
   182017 06/09/23 CEM MOWING               2,100.00   040949 631          230055 P - W MOWING CONTRACT  73.70.226.14.5577

KOHL WHOLESALE INC           000713
   182018 06/09/23 PKS CONCESSION FOOD      4,216.32   041003 399243       230040 P - W CONCESSION      61.60.458.04.5007

KRANZ OF K C INC             009231
   182019 06/09/23 ST - PARTS               2,887.00   040951 SI3298              P - W VEHICLE MAINTENA 10.70.225.14.5541

LAMAR COMPANIES/THE          005165
   182020 06/09/23 BILLBOARD ADS            1,750.00   040952 114786303           P N W ADVERTISING     67.20.061.08.5371

LEINTZ LAWN & CONSTRUCTI     000566
   182021 06/09/23 CEM OPENING/CLOSING        450.00   040953 1927                P N W CONTRACT LABOR  73.70.226.08.5397

LIBERTY AGGREGATES LLC       004693
   182022 06/09/23 ST ROCK                    148.99   040954 22189               P - W GRAVEL/ROCK-STRE 50.75.607.14.5622
   182022 06/09/23 CEM GRAVEL                 274.56   040955 22289               P - W GROUNDS/LANDSCAP 73.70.226.14.5575
                                           423.55  *CHECK TOTAL
                     VENDOR TOTAL          423.55

LIBERTY SOLAR, LLC           006703
   182023 06/09/23 SOLAR SERVICES           2,881.96   040956 47                  P N W ELECTRIC        61.60.458.12.5401
   182023 06/09/23 SOLAR SERVICES           7,335.33   040956 47                  P N W ELECTRIC        90.70.802.12.5401
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VENDOR NAME AND NUMBER CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
LIBERTY SOLAR, LLC 006703									
182023	06/09/23	SOLAR SERVICES	819.71	040956	47		P N W	ELECTRIC	92.70.902.12.5401
			11,037.00	*CHECK TOTAL					
		VENDOR TOTAL	11,037.00						
LIBERTY SPORTS OFFICIALS 009209									
182024	06/09/23	PKS OFFICIATING SERVICES	1,146.00	041004	SUMMER 1-2023	230011	P - W	CONTRACT LABOR	61.60.458.08.5397
MADDEN MEDIA 006202									
182025	06/09/23	VISIT LIBERTY ADS	284.30	040957	2023-018468		P N W	ADVERTISING	67.20.061.08.5371
MCDONALD/EMMA 000356									
182026	06/09/23	SWIM INSTRUCTION	32.00	040958	6/06		P N W	PRIVATE SWIMMING	65.60.417.08.8125
182026	06/09/23	SWIM INSTRUCTION	88.00	040958	6/06		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
182026	06/09/23	SWIM INSTRUCTION	90.00	040958	6/06		P N W	STARTS AND TURNS	65.60.417.08.8130
			210.00	*CHECK TOTAL					
		VENDOR TOTAL	210.00						
MEALS ON WHEELS 003134									
182027	06/09/23	MAY MEALS ON WHEELS	4,172.31	040959	11		P - W	MEALS ON WHEELS	10.60.481.04.5064
METROPOLITAN CONCRETE 005651									
182028	06/09/23	CONCRETE KINGS HWY	330.00	040960	14847		P N W	CONST CNTRCT-CLA	94.70.801.36.7510
MID-AMERICA REGIONAL COU 000073									
182029	06/09/23	MARC ASSEMBLY LUNCHEON	600.00	040961	807		P - W	MEETING EXPENSE	10.20.001.38.5803
MIDWEST DIESEL PERFORMAN 000533									
182030	06/09/23	MAINTENANCE	876.18	040962	1422		P - W	MISC EQUIPMENT M	90.70.801.14.5559
182030	06/09/23	92.70.901.14.5559	876.19	040962	1422		P - W	MISC EQUIPMENT M	90.70.801.14.5559
182030	06/09/23	MAINTENANCE	448.13	040963	1419		P - W	MISC EQUIPMENT M	90.70.801.14.5559
			2,200.50	*CHECK TOTAL					
		VENDOR TOTAL	2,200.50						
MISSISSIPPI LIME CO INC 005761									
182031	06/09/23	WTR HYDRATED LIME	8,174.17	040964	1673452	230034	P - W	CHEMICALS	90.70.802.04.5010
MISSOURI LTAP 006379									
182032	06/09/23	PWK TRAINING CLASSES	320.00	040965	EOS 120622		P - W	MISCELLANEOUS SU	10.70.225.04.5099
182032	06/09/23	TRAINING	80.00	040966	WZF 120622		P - W	TRAINING COSTS	90.70.801.06.5259
182032	06/09/23	TRAINING	80.00	040966	WZF 120622		P - W	TRAINING COSTS	92.70.901.06.5259
182032	06/09/23	TRAINING	80.00	040967	EOS 120622		P - W	TRAINING COSTS	90.70.801.06.5259
182032	06/09/23	TRAINING	80.00	040967	EOS 120622		P - W	TRAINING COSTS	92.70.901.06.5259
182032	06/09/23	TRAINING	140.00	040968	CNSH200 120822		P - W	TRAINING COSTS	90.70.801.06.5259
182032	06/09/23	TRAINING	140.00	040968	CNSH200 120822		P - W	TRAINING COSTS	92.70.901.06.5259
182032	06/09/23	TRAINING	140.00	040969	TSSH200		P - W	TRAINING COSTS	90.70.801.06.5259
182032	06/09/23	TRAINING	140.00	040969	TSSH200		P - W	TRAINING COSTS	92.70.901.06.5259
			1,200.00	*CHECK TOTAL					
		VENDOR TOTAL	1,200.00						

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
MO MUNICIPAL LEAGUE 000293									
182033	06/09/23	MCMA CHAPTER RENEWAL	150.00	040970	3945		P - W	MEMBERSHIP DUES	10.10.101.38.5811
MO ONE CALL SYSTEM INC 004393									
182034	06/09/23	LOCATES - MAY	444.15	040971	3050216		P - W	MISSOURI ONE CAL	90.70.801.08.5305
182034	06/09/23	LOCATES - MAY	444.15	040971	3050216		P - W	MISSOURI ONE CAL	92.70.901.08.5305
			888.30 *CHECK TOTAL						
		VENDOR TOTAL	888.30						
NATIONAL OUTDOOR FURNITU 000465									
182035	06/09/23	PKS PATIO FURNITURE	5,839.00	041005	3971-6496	230047	F - W	MINOR EQUIPMENT	65.60.491.18.5601
NPG NEWSPAPERS INC 000221									
182036	06/09/23	PLAN LEGAL NOTICE	24.00	040972	93899-060123		P - W	LEGAL ADS	10.80.151.08.5379
OUTDOOR RESTROOMS LLC 003763									
182037	06/09/23	PORTABLE RESTROOMS	225.00	040973	705218		P - W	RENTAL	60.60.420.18.5611
182037	06/09/23	PORT A POTTIES AT LMS	180.00	041006	705217		P - W	RECREATION SUPPL	61.60.458.04.5004
			405.00 *CHECK TOTAL						
		VENDOR TOTAL	405.00						
PACE ANALYTICAL SERVICES 005664									
182038	06/09/23	WWTP LAB SERVICES	766.20	040975	2360184478	230015	P - W	LAB FEES	92.70.902.08.5365
182038	06/09/23	WWTP LAB SERVICES	578.20	040976	2360184617	230015	P - W	LAB FEES	92.70.902.08.5365
			1,344.40 *CHECK TOTAL						
		VENDOR TOTAL	1,344.40						
PAOLETTI/ISABELLA 008879									
182039	06/09/23	SWIM INSTRUCTION	738.00	040974	5/30-6/5		P N W	PRIVATE SWIMMING	65.60.417.08.8125
PITTMAN SUPPORT SERVICES 000641									
182040	06/09/23	FIN - LICENSE PROCESSING	5,747.04	040977	23-001		P - W	CONTRACT LABOR	10.30.130.08.5397
POSTMASTER 000215									
182041	06/09/23	ANN PO BOX RENTAL	424.00	040978	PO BOX 159		P - W	POSTAGE	10.30.130.38.5808
182041	06/09/23	ANN PO BOX RENTAL	75.33	040979	PO BOX 232		P - W	POSTAGE	90.30.133.38.5808
182041	06/09/23	ANN PO BOX RENTAL	75.33	040979	PO BOX 232		P - W	POSTAGE	92.30.134.38.5808
182041	06/09/23	ANN PO BOX RENTAL	75.34	040979	PO BOX 232		P - W	POSTAGE	98.30.135.38.5808
			650.00 *CHECK TOTAL						
		VENDOR TOTAL	650.00						
PROFESSIONAL PEST SOLUTI 006333									
182042	06/09/23	FIRE PEST CONTROL	30.00	040980	12080		P - W	PEST CONTROL/MOP	10.50.300.08.5369
182042	06/09/23	FIRE PEST CONTROL	30.00	040981	12079		P - W	PEST CONTROL/MOP	10.50.300.08.5369
182042	06/09/23	FIRE PEST CONTROL	30.00	040982	12078		P - W	PEST CONTROL/MOP	10.50.300.08.5369
			90.00 *CHECK TOTAL						
		VENDOR TOTAL	90.00						
PROQUEST LLC 000633									
182043	06/09/23	PKS ANCESTRY SUBSCRIPTIO	2,475.00	041007	70791141	230067	F N W	MISCELLANEOUS EX	73.70.226.38.5989

VENDOR NAME AND NUMBER CHECK# DATE DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
PUBLIC WATER DIST #5 002759						
182044 06/09/23 WATER SERVICE	126.50	040983	0215		P - W WATER PURCHASES-	90.70.802.08.5390
182044 06/09/23 WATER SERVICE	40.10	040984	0369		P - W LIFT STATION MAI	92.70.902.14.5525
	166.60	*CHECK TOTAL				
VENDOR TOTAL	166.60					
RBE LAWN CARE LLC 006213						
182045 06/09/23 FORCE MOWS MAY 2023	3,355.00	040985	7434		P N W CONTRACT LABOR	10.70.225.08.5397
RELIABLE CONCRETE PRODUC 002864						
182046 06/09/23 SEWER LIDS	840.00	040986	MAY 30 2023		P - W MAINS & LINES MA	92.70.901.14.5532
RH FASTENER SUPPLY INC 007728						
182047 06/09/23 ST BOLTS, NUTS	1,480.20	040987	404962-1		P - W GENERAL SUPPLIES	10.70.225.04.5001
RICOH USA, INC 000314						
182048 06/09/23 COPIER USAGE	275.79	040988	5067437670		P - W COPIER LEASE & U	10.30.130.04.5110
RICOH USA, INC 007683						
182049 06/09/23 POL RECORDS LEASE	153.81	041008	107244546		P - W COPIER LEASE & U	10.40.512.04.5110
ROHAUS/KESSLER 000680						
182050 06/09/23 SWIM INSTRUCTION	90.00	041009	5/22-6/2		P N W STARTS AND TURNS	65.60.417.08.8130
182050 06/09/23 SWIM INSTRUCTION	112.50	041009	5/22-6/2		P N W SWIM TEAM STROKE	65.60.417.08.8111
	202.50	*CHECK TOTAL				
VENDOR TOTAL	202.50					
SHOGER/LAUREL 005680						
182051 06/09/23 SWIM INSTRUCTION	108.00	041010	6/4		P N W PRIVATE SWIMMING	65.60.417.08.8125
182051 06/09/23 SWIM INSTRUCTION	26.00	041010	6/4		P N W SEMI-PRIVATE SWI	65.60.417.08.8123
	134.00	*CHECK TOTAL				
VENDOR TOTAL	134.00					
SMITH/ABIGAIL 000433						
182052 06/09/23 SWIM INSTRUCTION	360.00	041011	5/30-6/5		P N W PRIVATE SWIMMING	65.60.417.08.8125
SMITH/BRANDON 000355						
182053 06/09/23 MEDC CONFERENCE	398.03	041012	061223-061523		P - W OTHER MISC FEES	56.20.001.08.5365
STACO ELECTRIC CONSTRUCT 006013						
182054 06/09/23 IS ELEC SERVICE	1,778.12	041013	38021		P - W MINOR EQUIPMENT	10.90.132.18.5601
SUMNERONE INC 005662						
182055 06/09/23 COPIER CONTRACT	18.35	041014	3588774		P - W GENERAL SUPPLIES	90.70.801.04.5001
182055 06/09/23 COPIER CONTRACT	18.34	041014	3588774		P - W GENERAL SUPPLIES	92.70.901.04.5001
182055 06/09/23 COPIER CONTRACT	18.35	041014	3588774		P - W GENERAL SUPPLIES	92.70.902.04.5001
	55.04	*CHECK TOTAL				
VENDOR TOTAL	55.04					

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

SUTTON/KATELYN DANIELLE      000327
   182056 06/09/23 SWIM INSTRUCTION            16.00   041015 5/30-6/2            P N W PRIVATE SWIMMING 65.60.417.08.8125
   182056 06/09/23 SWIM INSTRUCTION           120.00   041015 5/30-6/2            P N W STARTS AND TURNS 65.60.417.08.8130
                                        136.00  *CHECK TOTAL
                    VENDOR TOTAL        136.00

SWIM THINGS INC             008987
   182057 06/09/23 SWIM TEAM SUITS            764.00   041016 461248-1            P - W SWIM TEAM       65.60.417.08.8124

SYNERGY SERVICES INC         005964
   182058 06/09/23 DOMESTIC VIOLENCE FUND     882.00   041017 MAY 2023            P - W DOMESTIC VIOLENC 10.2472

T R BURKE COMPANY INC        006268
   182059 06/09/23 ST REPAIRS                 337.15   040935 22387               P - W ASPHALT-STREET R 50.75.607.14.5621
   182059 06/09/23 ST REPAIRS               1,117.05   040936 22294               P - W ASPHALT-STREET R 50.75.607.14.5621
                                      1,454.20  *CHECK TOTAL
                    VENDOR TOTAL      1,454.20

THE RUGGED STORE            000545
   182060 06/09/23 POL SOFTWARE             3,150.00   041018 73457               P N W VEHICLE CHANGEOV 10.40.500.18.5606

TOWN AND COUNTRY BUILDIN     007143
   182061 06/09/23 2023 CITY HALL JANITORIA   107.22CR 041019 00155145     230027 P - W CONTRACT LABOR  10.70.221.08.5397
   182061 06/09/23 2023 CITY HALL JANITORIA 2,380.00   041020 00155818     230027 P - W CONTRACT LABOR  10.70.221.08.5397
                                      2,272.78  *CHECK TOTAL
                    VENDOR TOTAL      2,272.78

TRAVELERS INDEMNITY COMP     000432
   182062 06/09/23 UTILITIES DEDUCTIBLE       436.81   041021 000628844           P - W MISCELLANEOUS EX 10.70.225.38.5989

TW SPORTSWEAR, LLC          005575
   182063 06/09/23 PRKS ADULT APPAREL       1,204.20   041022 45285        230044 P - W RECREATION SUPPL 61.60.458.04.5004
   182063 06/09/23 PRKS ADULT APPAREL          33.99   041023 45322        230044 P - W RECREATION SUPPL 61.60.458.04.5004
   182063 06/09/23 PRKS ADULT APPAREL          33.98   041024 45489        230044 P - W RECREATION SUPPL 61.60.458.04.5004
                                      1,272.17  *CHECK TOTAL
                    VENDOR TOTAL      1,272.17

UMB BANK N A                004100
     1905 06/09/23 SRF 2015 QTRLY PRINCIP 1,009,000.00 041042 SRF 2015            P - H SRF 2015 BOND-CU 92.2541
     1905 06/09/23 SRF 2015 QTRLY INTEREST  197,705.99 041042 SRF 2015            P - H SRF 2015 INTERES 92.2503
                                  1,206,705.99  *CHECK TOTAL
                    VENDOR TOTAL  1,206,705.99

UNIFIRST CORPORATION         002825
   182064 06/09/23 FACILITY MATS 6/5/23       125.94   041025 3281047843          P - W MISC EQUIPMENT M 65.60.491.14.5559

USIC LOCATING SERVICES I     006076
   182065 06/09/23 MAY LOCATES              7,765.57   041026 588850              P - W CONTRACT LABOR  90.70.801.08.5397
   182065 06/09/23 MAY LOCATES              7,765.57   041026 588850              P - W CONTRACT LABOR  92.70.901.08.5397
                                     15,531.14  *CHECK TOTAL
                    VENDOR TOTAL     15,531.14
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VENDOR NAME AND NUMBER CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
VALVOLINE LLC 005460									
182066	06/09/23	SERVICED VEHICLE #183	34.99	041027	55897		P - W	VEHICLE MAINTENA	92.70.901.14.5541
182066	06/09/23	OIL CHANGE #209	34.99	041028	55899		P - W	VEHICLE MAINTENA	10.40.500.14.5541
182066	06/09/23	SERVICED VEHICLE #192	34.99	041029	56106		P - W	VEHICLE MAINTENA	92.70.901.14.5541
			104.97	*CHECK TOTAL					
		VENDOR TOTAL	104.97						
VANCE BROTHERS INC 000957									
182067	06/09/23	ST ASPHALT	843.84	041030	IG00020029		P - W	ASPHALT-STREET R	50.75.607.14.5621
VETERINARY CENTER OF LIB 004817									
182068	06/09/23	VETERINARY SERVICES	45.00	041031	21842		P - W	DOG CARE	10.40.3202
182068	06/09/23	VETERINARY SERVICES	45.00	041032	21841		P - W	DOG CARE	10.40.3202
182068	06/09/23	VETERINARY SERVICES	45.00	041033	21861		P - W	DOG CARE	10.40.3202
182068	06/09/23	VETERINARY SERVICES	65.00	041034	21793		P - W	DOG CARE	10.40.3202
182068	06/09/23	VETERINARY SERVICES	65.00	041035	21798		P - W	DOG CARE	10.40.3202
			265.00	*CHECK TOTAL					
		VENDOR TOTAL	265.00						
VIRTUAL PROJECT MANAGER 000490									
182069	06/09/23	PW CAPITAL SOFTWARE	15,000.00	041036	12-3543	230075	F - W	COMPUTER SOFTWAR	50.70.201.36.7203
WEX BANK 005626									
182070	06/09/23	FUEL MAY 2023	34,677.93	041037	89664874		P - W	INVENTORY-GASOLI	10.1720
WOMPAS GRAPHIX 000140									
182071	06/09/23	PKS DISC GOLF SIGNS	1,761.46	041038	4619		P N W	OUTSIDE PRINTING	65.60.491.04.5120
ZONES INC 004299									
182072	06/09/23	T&L HARDWARE	4,063.60	041039	K20249780105		P - W	LIFT STATION MAI	92.70.902.14.5525

JUNE 16TH CHECKS

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
ALERT ALL CORP 000162											
182073	06/16/23	FIRE PREVENTION HELMETS	1,230.00	041043	2230502555		P	-	W	FIRE PREVENTION	10.50.321.04.5099
ALTERATIONS & CUSTOM SEW 005482											
182074	06/16/23	POL UNIFORMS/ALTERATIONS	84.00	041044	3633		P	N	W	CLOTHING EXPENSE	10.40.500.38.5812
AMES II/RICHARD ASHLEY 006627											
182075	06/16/23	CCTR SWIM INSTR	192.00	041045	6/8-6/11		P	N	W	PRIVATE SWIMMING	65.60.417.08.8125
182075	06/16/23	CCTR SWIM INSTR	48.00	041045	6/8-6/11		P	N	W	SEMI-PRIVATE SWI	65.60.417.08.8123
			240.00	*CHECK TOTAL							
		VENDOR TOTAL	240.00								
AQUA PRODUCTS OF KC 008618											
182076	06/16/23	CCTR AQUA MAX RPRS	22.51	041046	29730		P	N	W	MISC EQUIPMENT M	65.60.491.14.5559
BARTS ELECTRIC CO INC 002795											
182077	06/16/23	CCTR POOL DECK LIGHTS	894.00	041047	26645		P	-	W	BUILDING MAINTEN	65.60.491.14.5571
BLACK & MCDONALD ELECTRI 006424											
182078	06/16/23	PWK ST LIGHT MAINT	528.00	041048	76-1486635		P	-	W	TRANSPORTATION E	52.80.151.08.5420
182078	06/16/23	PWK ST LIGHT MAINT	201.47	041049	76-1490671		P	-	W	TRANSPORTATION E	52.80.151.08.5420
			729.47	*CHECK TOTAL							
		VENDOR TOTAL	729.47								
BOUND TREE MEDICAL LLC 002300											
182079	06/16/23	FIRE EMS SUPPLIES	148.19	041050	84972587		P	-	W	MEDICAL SUPPLIES	10.50.311.04.5003
182079	06/16/23	FIRE EMS SUPPLIES	492.13	041051	84968220		P	-	W	MEDICAL SUPPLIES	10.50.311.04.5003
182079	06/16/23	FIRE EMS SUPPLIES	19.80	041052	84969560		P	-	W	MEDICAL SUPPLIES	10.50.311.04.5003
182079	06/16/23	FIRE EMS SUPPLIES	279.90	041053	84946312		P	-	W	MEDICAL SUPPLIES	10.50.311.04.5003
			940.02	*CHECK TOTAL							
		VENDOR TOTAL	940.02								
BRADY INDUSTRIES OF KANS 000081											
182080	06/16/23	2023 CUSTODIAL SUPPLIES	191.44	041087	8083829	230009	P	N	W	MAINTENANCE MATE	10.95.140.04.5009
182080	06/16/23	2023 CUSTODIAL SUPPLIES	831.27	041088	8099147	230009	P	N	W	MAINTENANCE MATE	10.95.140.04.5009
182080	06/16/23	2023 CUSTODIAL SUPPLIES	387.60	041089	8098975	230009	P	N	W	MAINTENANCE MATE	10.95.140.04.5009
182080	06/16/23	2023 CUSTODIAL SUPPLIES	389.07	041090	8099235	230009	P	N	W	MAINTENANCE MATE	10.95.140.04.5009
			1,799.38	*CHECK TOTAL							
		VENDOR TOTAL	1,799.38								
BRYANT/COLE CHRISTOPHER 000616											
182081	06/16/23	CCTR SWIM INSTR	195.00	041054	6/7-6/9		P	N	W	PRIVATE SWIMMING	65.60.417.08.8125
BSN SPORTS 004371											
182082	06/16/23	PKS PITCHING MACHINES	7,500.00	041055	921710185		P	-	W	RECREATION SUPPL	61.60.458.04.5004
CLAY CO PUBLIC HEALTH CE 007626											
182083	06/16/23	PKS REINSPECTION-5 PLEX	150.00	041091	06-0060S		P	-	W	CONCESSION	61.60.458.04.5007

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CORE & MAIN LP 008799									
182084	06/16/23	WTR SUPPLIES	1,138.56	041056	S853983		P - W	MAINS & LINES MA	90.70.801.14.5532
182084	06/16/23	WTR INVENTORY	2,579.90	041057	S908870		P - W	INVENTORY-MATERI	90.1700
			3,718.46	*CHECK TOTAL					
		VENDOR TOTAL	3,718.46						
CRONIN/DAVID 000681									
182085	06/16/23	POL SRO CONF	181.50	041058	6/25-6/29		P - W	TRAINING TRAVEL	10.40.500.06.5210
CUMMINS SALES AND SERVIC 004424									
182086	06/16/23	FIRE #612 ENGINE REBUILD	24,781.54	041060	H9-56501		P - W	VEHICLE MAINTENA	10.50.301.14.5541
DORMAKABA USA INC 005834									
182087	06/16/23	CCTR LOCKSETS FOR DOORS	180.00	041061	699341		P - W	BUILDING MAINTEN	65.60.491.14.5571
ENGLE/LUCAS GARRETT 000554									
182088	06/16/23	PKS LEAGUE SCHEDULE	1,500.00	041062	MAY 2023		P N W	CONTRACT LABOR	61.60.458.08.5397
FOSTER BROS WOOD PRODUCT 005203									
182089	06/16/23	PKS MULCH	1,396.50	041063	17625		P - W	LANDSCAPING	52.60.420.14.5583
GALL'S INC 005394									
182090	06/16/23	FIRE UNIFORMS	31.20	041064	024665806		P - W	CLOTHING EXPENSE	10.50.301.38.5812
182090	06/16/23	FIRE UNIFORMS	70.36	041065	024562974		P - W	CLOTHING EXPENSE	10.50.301.38.5812
			101.56	*CHECK TOTAL					
		VENDOR TOTAL	101.56						
GENES TIRE & SERVICE CEN 004477									
182091	06/16/23	POL #206 ALIGNMENT	185.35	041066	097035		P - W	VEHICLE MAINTENA	10.40.500.14.5541
GIFFORD/MEGAN 000627									
182092	06/16/23	CCTR SWIM INSTR	120.00	041067	6/6-6/12		P N W	PRIVATE SWIMMING	65.60.417.08.8125
GREDWULF-CRONLEY/RICHARD .14506									
182093	06/16/23	CCTR MEMBERSHIP REFUND	263.32	041059	1865258		P - W	REFUNDS PAYABLE	65.2265
HASTY AWARDS 004458									
182094	06/16/23	CCTR SWIM MEET RIBBONS	647.25	041092	05210222		P - W	SWIM TEAM	65.60.417.08.8124
HEARTLAND COCA-COLA 000076									
182095	06/16/23	PKS COCA COLA PRODUCTS	2,180.31	041093	35967195013	230028	P N W	CONCESSION	61.60.458.04.5007
HELGET GAS PRODUCTS 006305									
182096	06/16/23	FIRE OXYGEN	19.95	041068	0002629640		P - W	CHEMICALS	10.50.311.04.5010
182096	06/16/23	FIRE OXYGEN	28.26	041069	0002030669		P - W	CHEMICALS	10.50.311.04.5010
			48.21	*CHECK TOTAL					
		VENDOR TOTAL	48.21						
HENRY PRATT COMPANY LLC 005788									
182097	06/16/23	WTR 12INCH WATER VALVE	17,693.00	041094	65720044	210095	F - W	CONSTRUCTION CON	94.70.802.36.7510

VENDOR NAME AND NUMBER CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
HENRY PRATT COMPANY LLC 005788									
182097	06/16/23	WTR 12INCH WATER VALVE	136.35	041095	65720044		P - W	CONSTRUCTION CON	94.70.802.36.7510
			17,829.35 *CHECK TOTAL						
		VENDOR TOTAL	17,829.35						
HILL/DAVID 000528									
182098	06/16/23	CCTR SWIM INSTR	396.00	041070	6/6-6/12		P N W	PRIVATE SWIMMING	65.60.417.08.8125
182098	06/16/23	CCTR SWIM INSTR	312.00	041070	6/6-6/12		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
182098	06/16/23	CCTR SWIM INSTR	1,312.50	041070	6/6-6/12		P N W	SWIM TEAM	65.60.417.08.8124
			2,020.50 *CHECK TOTAL						
		VENDOR TOTAL	2,020.50						
IDEKER INC 005268									
182099	06/16/23	ST ASPHALT	337.15	041096	22387		P - W	ASPHALT-STREET R	50.75.607.14.5621
182099	06/16/23	ST ASPHALT	1,117.05	041097	22294		P - W	ASPHALT-STREET R	50.75.607.14.5621
			1,454.20 *CHECK TOTAL						
		VENDOR TOTAL	1,454.20						
JONES/NATHAN 005257									
182100	06/16/23	CCTR SWIM INSTR	108.00	041071	6/11		P N W	PRIVATE SWIMMING	65.60.417.08.8125
182100	06/16/23	CCTR SWIM INSTR	52.00	041071	6/11		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
			160.00 *CHECK TOTAL						
		VENDOR TOTAL	160.00						
KIMBALL MIDWEST INC 1 006275									
182101	06/16/23	WTR MISC SUPPLIES	116.07	041072	101116840		P - W	MAINS & LINES MA	90.70.801.14.5532
182101	06/16/23	WWT MISC SUPPLIES	116.08	041072	101116840		P - W	MAINS & LINES MA	92.70.901.14.5532
			232.15 *CHECK TOTAL						
		VENDOR TOTAL	232.15						
KITCHS LAWNCARE & LANDSC 006136									
182102	06/16/23	CEM MOWING	2,100.00	041098	664	230055	P - W	MOWING CONTRACT	73.70.226.14.5577
KOHL WHOLESALE INC 000713									
182103	06/16/23	PKS CONCESSION FOOD	4,048.47	041099	403384	230040	P - W	CONCESSION	61.60.458.04.5007
KONECRANES, INC 005549									
182104	06/16/23	WWT INSPECTION	2,175.00	041073	154851960		P - W	WWTR PLANT MAINT	92.70.902.14.5534
L-L TOWING CO 002879									
182105	06/16/23	FIRE #605 TOW	450.00	041074	85872		P N W	VEHICLE MAINTENA	10.50.301.14.5541
182105	06/16/23	ST NH TRACTOR TOW	202.00	041075	95909		P N W	VEHICLE MAINTENA	10.70.225.14.5541
			652.00 *CHECK TOTAL						
		VENDOR TOTAL	652.00						
LOZPROMO.COM 000023									
182106	06/16/23	REPL BANNERS	774.70	041076	19246		P N W	MISCELLANEOUS FE	61.60.458.08.5399
182106	06/16/23	REPL BANNERS	45.58	041076	19246		P N W	SPONSORSHIPS	65.60.491.08.5398
182106	06/16/23	REPL BANNERS	136.72	041076	19246		P N W	CONTRACT LABOR	60.60.415.08.5397
			957.00 *CHECK TOTAL						
		VENDOR TOTAL	957.00						

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MCCONNELL & ASSOCIATES 005015									
182107	06/16/23	PKS PICKLEBALL COURTS	73,625.40	041100	122968	230068	P - W	NEIGHBORHOOD PAR	11.60.415.36.7307
MCDONALD/EMMA 000356									
182108	06/16/23	CCTR SWIM INSTR	80.00	041077	6/5-6/10		P N W	PRIVATE SWIMMING	65.60.417.08.8125
182108	06/16/23	CCTR SWIM INSTR	88.00	041077	6/5-6/10		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
182108	06/16/23	CCTR SWIM INSTR	637.50	041077	6/5-6/10		P N W	SWIM TEAM	65.60.417.08.8124
			805.50 *CHECK TOTAL						
		VENDOR TOTAL	805.50						
MEDLINE INDUSTRIES, INC. 000389									
182109	06/16/23	FIRE MEDICAL SUPPLIES	529.38	041078	2269180415		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
MIDWEST DIESEL PERFORMAN 000533									
182110	06/16/23	WTR #123 WIRE DOCK STATI	613.38	041079	1434		P - W	MISC EQUIPMENT M	90.70.801.14.5559
MILLS/JOHN 005197									
182111	06/16/23	FIRE CHIEFS CONF	178.50	041080	6/20-6/23		P - W	TRAINING COSTS	10.50.315.06.5259
MISSISSIPPI LIME CO INC 005761									
182112	06/16/23	WTR HYDRATED LIME	7,590.11	041101	1674592	230034	P - W	CHEMICALS	90.70.802.04.5010
MO DEPT OF NATURAL RESOU 005229									
182113	06/16/23	WTR LEE CHEMICAL MGMT	1,938.46	041081	33334		P - W	MISCELLANEOUS FE	90.70.802.08.5345
MOAZ CONSTRUCTION INC 006100									
182114	06/16/23	WTR CONCRETE	2,195.88	041082	103		P - W	MAINS & LINES MA	90.70.801.14.5532
MYRICK MECHANICAL 000669									
182115	06/16/23	WWT LIFT STATION MAINT	477.33	041083	1265		P - W	LIFT STATION MAI	92.70.902.14.5525
182115	06/16/23	CCTR THEATER RPRS	529.65	041084	1266		P - W	BUILDING MAINTEN	65.60.491.14.5571
			1,006.98 *CHECK TOTAL						
		VENDOR TOTAL	1,006.98						
NORTHLAND READY-MIX INC 000357									
182116	06/16/23	WTR CONCRETE	812.50	041102	187909		P - W	MAINS & LINES MA	90.70.801.14.5532
182116	06/16/23	DISCOUNT	16.25CR	041102	187909		P - W	MAINS & LINES MA	90.70.801.14.5532
182116	06/16/23	WTR CONCRETE	812.50	041103	187990		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
182116	06/16/23	DISCOUNT	16.25CR	041103	187990		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
			1,592.50 *CHECK TOTAL						
		VENDOR TOTAL	1,592.50						
NPG NEWSPAPERS INC 000221									
182117	06/16/23	FIN SUBSCRIPTION	51.00	041104	351232		P - W	GENERAL SUPPLIES	10.30.130.04.5001
182117	06/16/23	PKS PICKLEBALL BID	48.25	041105	313024-060123		P - W	ADVERTISING	60.60.420.08.5371
			99.25 *CHECK TOTAL						
		VENDOR TOTAL	99.25						
PACE ANALYTICAL SERVICES 005664									
182118	06/16/23	WWTP LAB SERVICES	1,810.10	041106	2360185058	230015	P - W	LAB FEES	92.70.902.08.5365

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
PAOLETTI/ISABELLA 008879											
182119	06/16/23	CCTR SWIM INSTR	756.00	041107	6/6-6/10		P	N	W	PRIVATE SWIMMING	65.60.417.08.8125
PLUMBER'S PARADISE 000684											
182120	06/16/23	PKS WATER FOUNTAIN	1,620.50	041108	2361		P	-	W	BUILDING MAINTEN	61.60.458.14.5571
PRINTING UNLIMITED 004763											
182121	06/16/23	PWK BUSINESS CARDS	238.52	041109	69350		P	-	W	GENERAL SUPPLIES	10.70.201.04.5001
182121	06/16/23	PWK BUSINESS CARDS	119.26	041109	69350		P	-	W	GENERAL SUPPLIES	10.80.153.04.5001
182121	06/16/23	PWK BUSINESS CARDS	92.45	041110	69173		P	-	W	GENERAL SUPPLIES	10.70.201.04.5001
			450.23	*CHECK TOTAL							
		VENDOR TOTAL	450.23								
PSYCHLOGIC 000683											
182122	06/16/23	POL PRE EMPLOY TESTING	1,200.00	041111	1364		P	N	W	TESTING FEES	10.40.500.08.5336
REJIS COMMISSION 006030											
182123	06/16/23	MOBILE TICKET INTERFACE	127.00	041112	508047		P	-	W	MISCELLANEOUS FE	10.20.131.08.5399
182123	06/16/23	COURT FEES	32.55	041113	508282		P	-	W	MISCELLANEOUS FE	10.20.131.08.5399
182123	06/16/23	COURT FEES	60.00	041113	508282		P	-	W	MISCELLANEOUS FE	10.20.131.08.5399
			219.55	*CHECK TOTAL							
		VENDOR TOTAL	219.55								
RICOH USA, INC 000314											
182124	06/16/23	COURT COPIER LEASE	105.53	041114	38045145		P	-	W	COPIER LEASE & U	10.20.131.04.5110
RICOH USA, INC 007683											
182125	06/16/23	FIRE COPIER LEASE	137.89	041115	107274586		P	-	W	COPIER LEASE & U	10.50.300.04.5110
ROHAUS/KESSLER 000680											
182126	06/16/23	CCTR SWIM INSTR	437.50	041116	6/5-6/12		P	N	W	SWIM TEAM	65.60.417.08.8124
SFS ARCHITECTURE, INC. 000682											
182127	06/16/23	PKS FIELDHOUSE STUDY	13,118.06	041117	15328		P	-	W	MISCELLANEOUS FE	60.60.415.08.5399
SHOGER/LAUREL 005680											
182128	06/16/23	CCTR SWIM INSTR	126.00	041118	6/11		P	N	W	PRIVATE SWIMMING	65.60.417.08.8125
SHRED IT 001928											
182129	06/16/23	SHREDDING SERVICE	115.77	041119	8003955943		P	-	W	MISCELLANEOUS FE	10.40.500.08.5399
182129	06/16/23	SHREDDING SERVICE	19.70	041119	8003955943		P	-	W	MISCELLANEOUS FE	10.20.131.08.5399
182129	06/16/23	SHREDDING SERVICE	19.70	041119	8003955943		P	-	W	MISCELLANEOUS FE	10.25.011.08.5399
182129	06/16/23	SHREDDING SERVICE	26.69	041119	8003955943		P	-	W	MISCELLANEOUS FE	10.20.021.08.5399
182129	06/16/23	SHREDDING SERVICE	29.08	041119	8003955943		P	-	W	MISCELLANEOUS FE	10.30.130.08.5399
			210.94	*CHECK TOTAL							
		VENDOR TOTAL	210.94								
SMITH/ABIGAIL 000433											
182130	06/16/23	CCTR SWIM INSTR	180.00	041120	6/6-6/8		P	N	W	PRIVATE SWIMMING	65.60.417.08.8125

VENDOR NAME AND NUMBER / CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
SUTTON/KATELYN DANIELLE 000327											
182131	06/16/23	CCTR SWIM INSTR	662.50	041121	6/5-6/10		P	N	W	SWIM TEAM	65.60.417.08.8124
SWIM THINGS INC 008987											
182132	06/16/23	CCTR SWIM TEAM SUITS	1,004.00	041122	470490-1		P	-	W	SWIM TEAM	65.60.417.08.8124
T R BURKE COMPANY INC 006268											
182059	06/14/23	VOIDED CHECK	1,117.05CR	041085	22294		P	-	H	ASPHALT-STREET R	50.75.607.14.5621
182059	06/14/23	VOIDED CHECK	337.15CR	041086	22387		P	-	H	ASPHALT-STREET R	50.75.607.14.5621
			1,454.20CR	*CHECK TOTAL							
		VENDOR TOTAL	1,454.20CR								
THE RUGGED STORE 000545											
182133	06/16/23	POL SERVICE BUNDLE	310.00	041123	73524		P	N	W	VEHICLE CHANGEOV	10.40.500.18.5606
UNITED RENTALS - NORTH A 008963											
182134	06/16/23	WWT EXCAVATION CERTIFY	185.00	041124	220454721-001		P	-	W	TRAINING COSTS	92.70.901.06.5259
VALVOLINE LLC 005460											
182135	06/16/23	POL #204 OIL CHANGE	34.99	041125	56297		P	-	W	VEHICLE MAINTENA	10.40.500.14.5541
182135	06/16/23	POL #223 OIL CHANGE	34.99	041126	56216		P	-	W	VEHICLE MAINTENA	10.40.500.14.5541
			69.98	*CHECK TOTAL							
		VENDOR TOTAL	69.98								
VANCE BROTHERS INC 000957											
182136	06/16/23	ST ASPHALT	806.52	041127	IG00020143		P	-	W	ASPHALT-STREET R	50.75.607.14.5621
182136	06/16/23	ST ASPHALT	756.00	041128	IG00020294		P	-	W	ASPHALT-STREET R	50.75.607.14.5621
			1,562.52	*CHECK TOTAL							
		VENDOR TOTAL	1,562.52								
VICTORY SIGN CO INC 006411											
182137	06/16/23	CCTR KIOSK SIGN	262.39	041129	14202		P	-	W	OUTSIDE PRINTING	65.60.491.04.5120
VISION UPFITTERS 000487											
182138	06/16/23	POL #226 ADD ONS	1,494.45	041130	INV152582		P	-	W	VEHICLE CHANGEOV	10.40.500.18.5606
182138	06/16/23	POL #207 EQUIP INSTALL	4,800.00	041131	INV136036		P	-	W	VEHICLE CHANGEOV	10.40.500.18.5606
			6,294.45	*CHECK TOTAL							
		VENDOR TOTAL	6,294.45								
VOSS LIGHTING INC 005809											
182139	06/16/23	CCTR ELEC BULBS,SUPPLIES	144.00	041132	17263044-00		P	-	W	MAINTENANCE MATE	65.60.491.04.5009
WOOLWORTH/RICK .14505											
182140	06/16/23	WTR REFUND OVERPMT	802.60	041133	135 2340 00 01		P	-	W	WATER REFUNDS	90.2495

The City of Liberty missouri

STAFF REPORT

Planning and Zoning Case 23-15FDP

Staff: Michael Peterman, City Planner

Date: June 26, 2023

GENERAL INFORMATION

Application:	**Final Development Plan for William Jewell College – The Link. Construction of a 53,000 sq. ft. facility on campus, west of the football stadium**
Applicant:	Tyler Moreland Perspective Architecture and Design 2000 Shawnee Mission Pkwy, Ste. 100 Mission Woods, KS 66205
Property Owner:	William Jewell College 500 College Hill Liberty, MO 64068
Location:	William Jewell Campus – West of football stadium
Existing Land Use/Zoning:	College
Future Land Use Designation:	Civic/Institutional
Surrounding Land Uses/Zoning:	**North**: Parking Lot/ College **South**: Open space & Parking Lot / College **East**: Route H / College **West**: Parking Lot / College
Public Notice:	None Required
File Date:	April 7, 2023

APPLICANT'S PROPOSAL

Summary

The project consists of a new 53,301 sq. ft. student recreation center with a gymnasium and accompanying parking, stadium and access improvements. The Link project will be constructed over multiple phases. Phase one includes new parking, access, site improvements and stadium seating. Phase two will be the new building. Phase three includes access upgrades on Doniphan Street.

The recreation center, The Link, will be a 53,301 sq. ft. two story building consisting of 34,821 sq. ft. rec center and a 18,480 sq. ft. gymnasium with an indoor walking track.

Site Design
The site of the new building is directly west of the current stadium at William Jewell College. The site of the new building will necessitate the rerouting of traffic around and through the campus. The current RE Bowles Drive from the south will terminate in a reconfigured existing parking lot between the new building and White Science Center. RE Bowles Drive from the north will terminate in a reconfigured existing parking lot, east of Brown Hall. New pedestrian paths will be created to connect the Link building, the stadium and the parking lots with the rest of campus.

Access/Circulation/Parking
RE Bowles Dr. was a significant connector from the north side of campus to the south side of campus and access to Mill St. The rerouting of traffic to Route H required safety level improvements which are outlined below.

- Doniphan Street will be blocked off at, or near, 506 Doniphan and the city right of way continuing east will be vacated to create a private drive for the use of William Jewell College students, staff and patrons.

- Spring Avenue, will be closed at Doniphan, requiring local traffic on Spring Avenue to travel east to Route H. Spring Avenue south of Doniphan will be vacated and removed.

- A new private driveway connection from Doniphan to Route H will be constructed and serve as the north entrance to William Jewell College.

- The 2 parking lots east of White Science Center and east of Brown Hall will be reconfigured and updated to allow for turnarounds and efficient parking.

The proposed street designs and changes outlined above can be seen in Exhibit E.

Building Design/ Signage/Lighting
The Link building will be constructed of precast concrete wall panels that are colored and textured with stone and tile accents. Large wall sections of windows will be present on the north and west sides of the building.

Pedestrian scale lighting is proposed along the walkways.

A decorative William Jewell College seal and William Jewel signage are proposed on the building.

Landscaping/ Open Space/ Tree Preservation
The application shows that the applicant plans to plant 127 coniferous, evergreen and ornamental trees along with almost 300 new shrubs and large areas of shrubbery ground cover.

PUBLIC INFRASTRUCTURE

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

Streets
The property has direct access to E. Mill Street and Route H. As detailed above improvements and changes to traffic flow on the north side of Campus have been reviewed and approved by the City's Public Works department.

Sanitary Sewer
The site has access to private sanitary sewer lines throughout the property. A public main runs along E. Mill Street and Route H.

Water
The site has access to private water lines throughout the property. A public main runs along E. Mill Street and Route H. Other public water mains exist on the north side of the project location.

Stormwater
Storm water will be collected on the property and directed into a combination of storm water quality best management practices and a storm water detention basin located on the eastern portion of the property along Route H. 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;**
   Staff believes this application conforms to multiple Goals and Strategies in the Leading Liberty Forward Comprehensive Plan.

   Goal 2 is to promote downtown as the social, civic and small business heart of Liberty. This project looks to provide a new space that can be utilized not only for campus purposes but opportunities for civic gathering uses as well. Staff believes this encompasses portions of both Strategy 2.1 and 2.2.

   Strategy 2.1: Reinforce the character of Downtown Liberty and the surrounding neighborhoods by encouraging the rehabilitation, restoration and adaptive reuse of existing structures and historic buildings while providing opportunities for complimentary infill, additions and redevelopment.

   Strategy 2.2: Continue to invest in improvements to facilities and amenities at Liberty's Historic Downtown Square, to expand opportunities for programmed community events, as well as informal community gatherings and day-to-day activities.

   Goal 8 states "Create and maintain an accessible, safe and efficient multimodal transportation system through strategic land use connections". Staff believes that the changes in traffic flow of Doniphan and Spring does create a safer and more efficient movement of all types of traffic on the north side of William Jewell's campus and meets the Strategy of 8.1.

   Strategy 8.1: Require internal circulation and connectivity within development nodes and corridors that allow for a more cohesive and aesthetically pleasing streetscape design and safety for all.

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 fully complies with the intent of city development standards and policies.

4. **The plan substantially complies with the approved preliminary development plan, where applicable.**
   A preliminary development plan does not apply for this project.

STAFF RECOMMENDATION

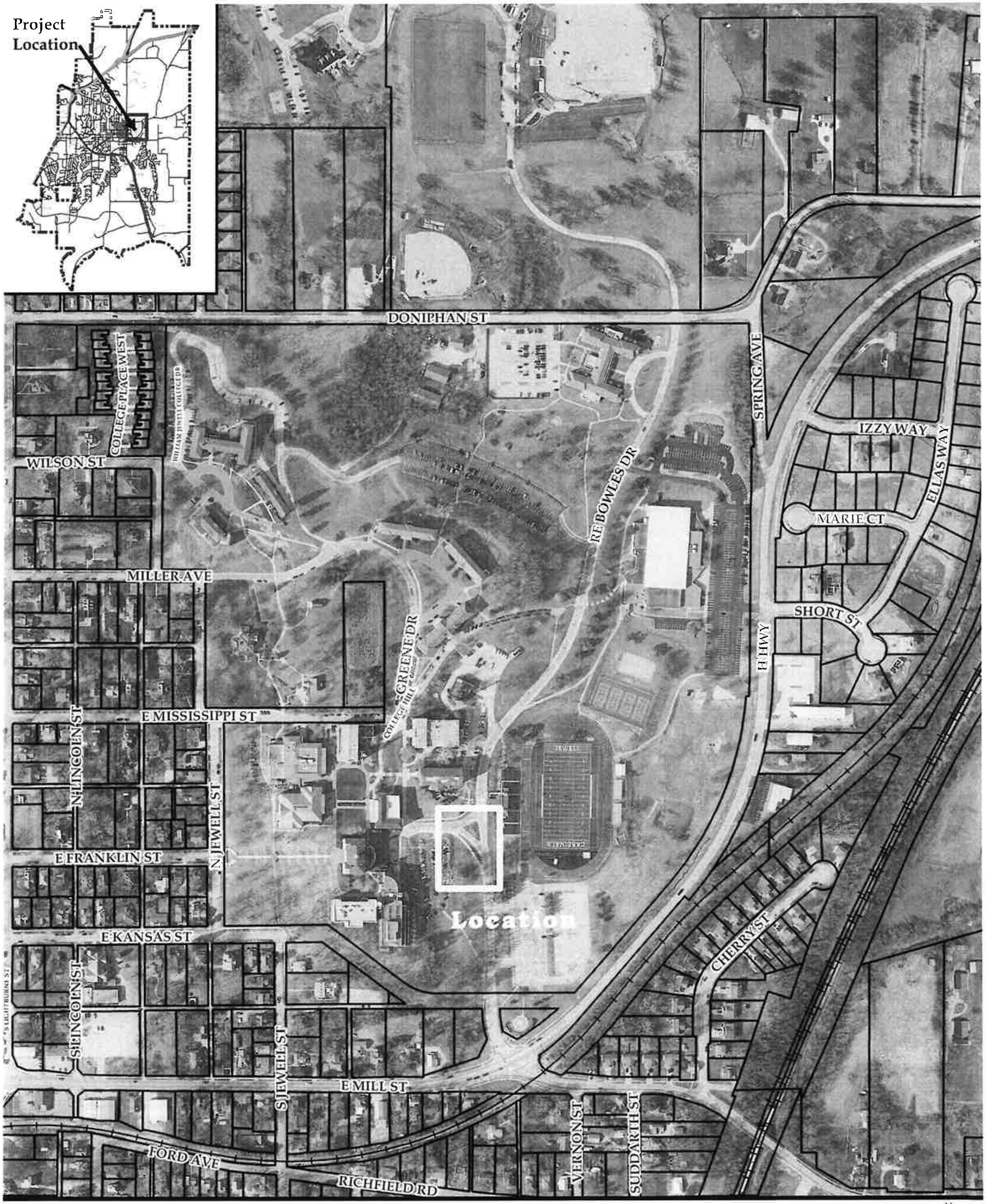
Staff finds that this application meets the standards of review for a final development plan. Staff recommends approval of P&Z Case 23-15FDP.

PZ RECOMMENDATION

At its June 13, 2023 meeting, the Planning Commission voted 5-0-2 to recommend approval of P&Z Case 23-15FDP as presented in the staff report.

ATTACHMENTS

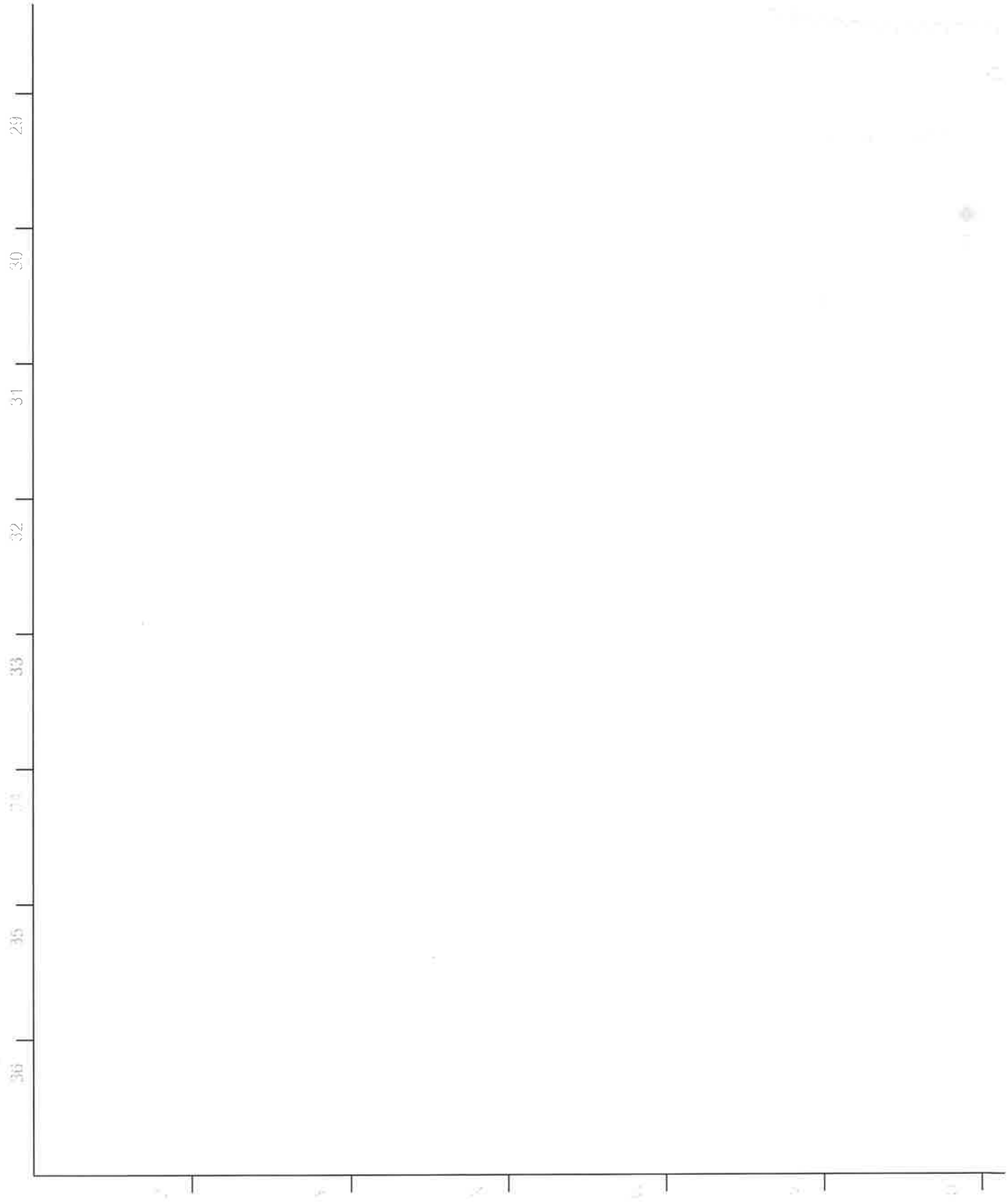
Exhibit A:	Vicinity Map
Exhibit B:	Site Plan
Exhibit C:	Landscape Plan
Exhibit D:	Building Elevations
Exhibit E:	Proposed street designs and changes
Exhibit F:	Project Narrative
Exhibit G:	PZ Minutes Excerpt
Exhibit H:	Resolution



City of Liberty

P&Z Case 23-15FDP
Final Development Plan
Link at William Jewell

EXHIBIT A:
VICINITY MAP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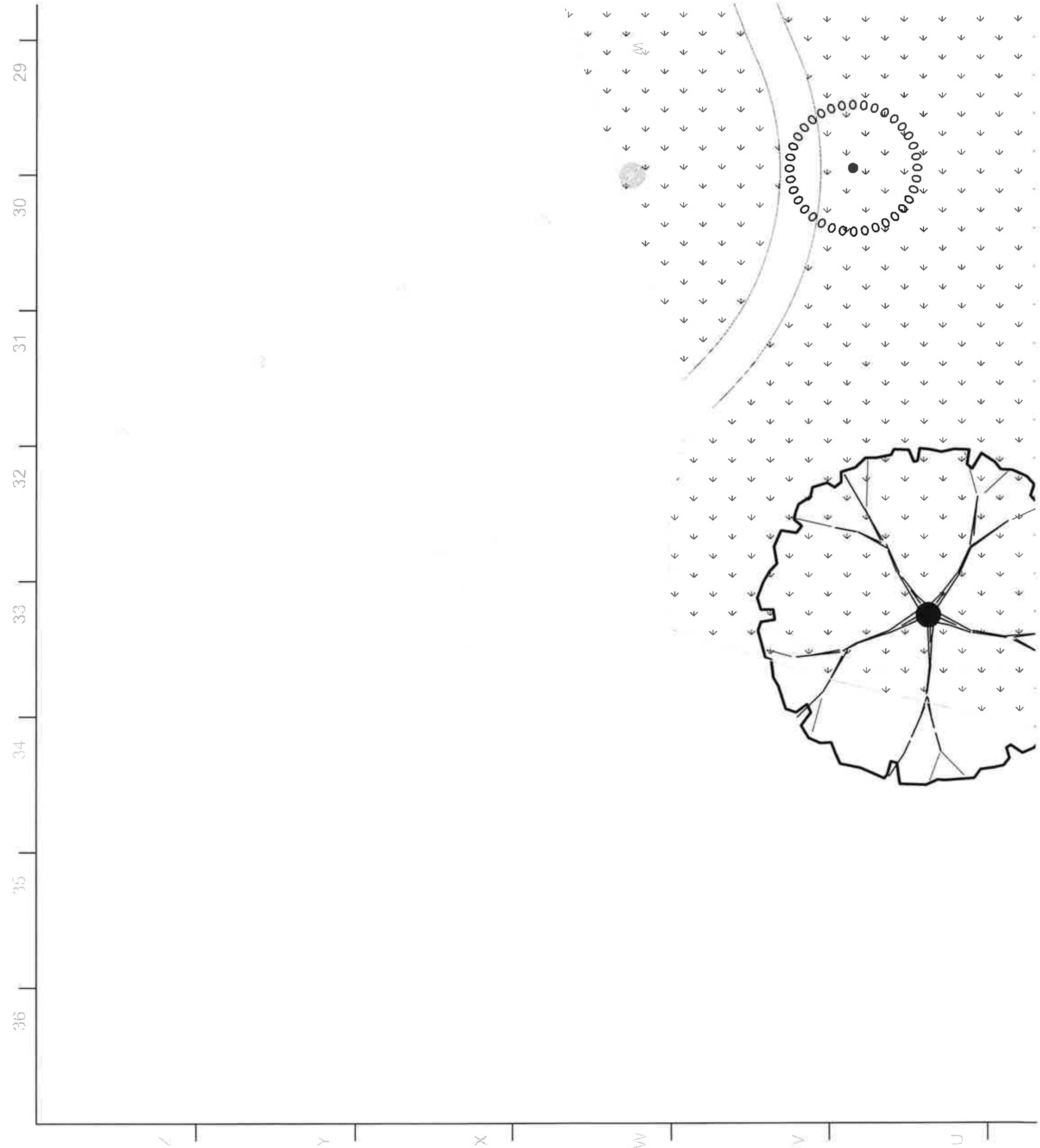
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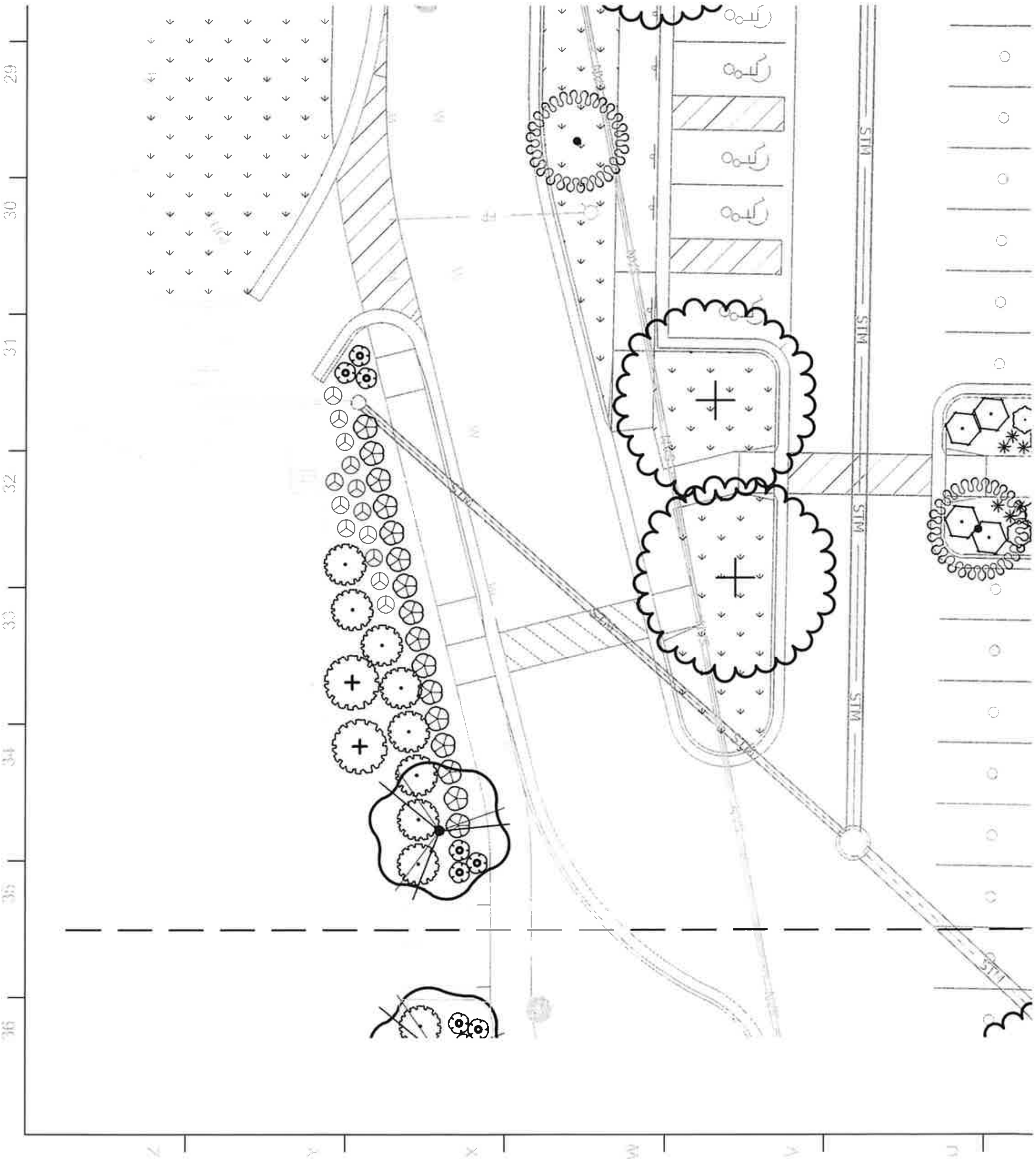
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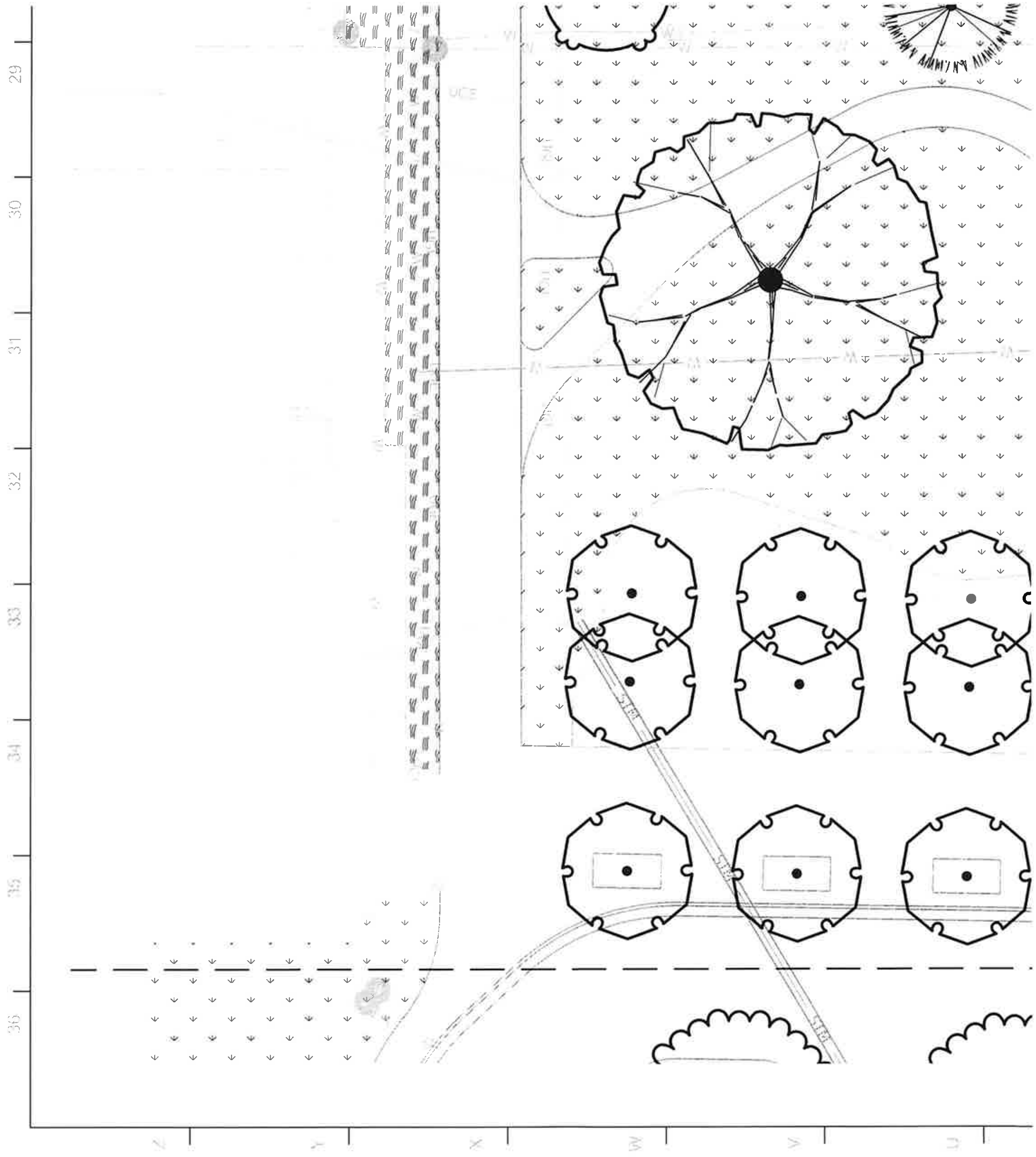

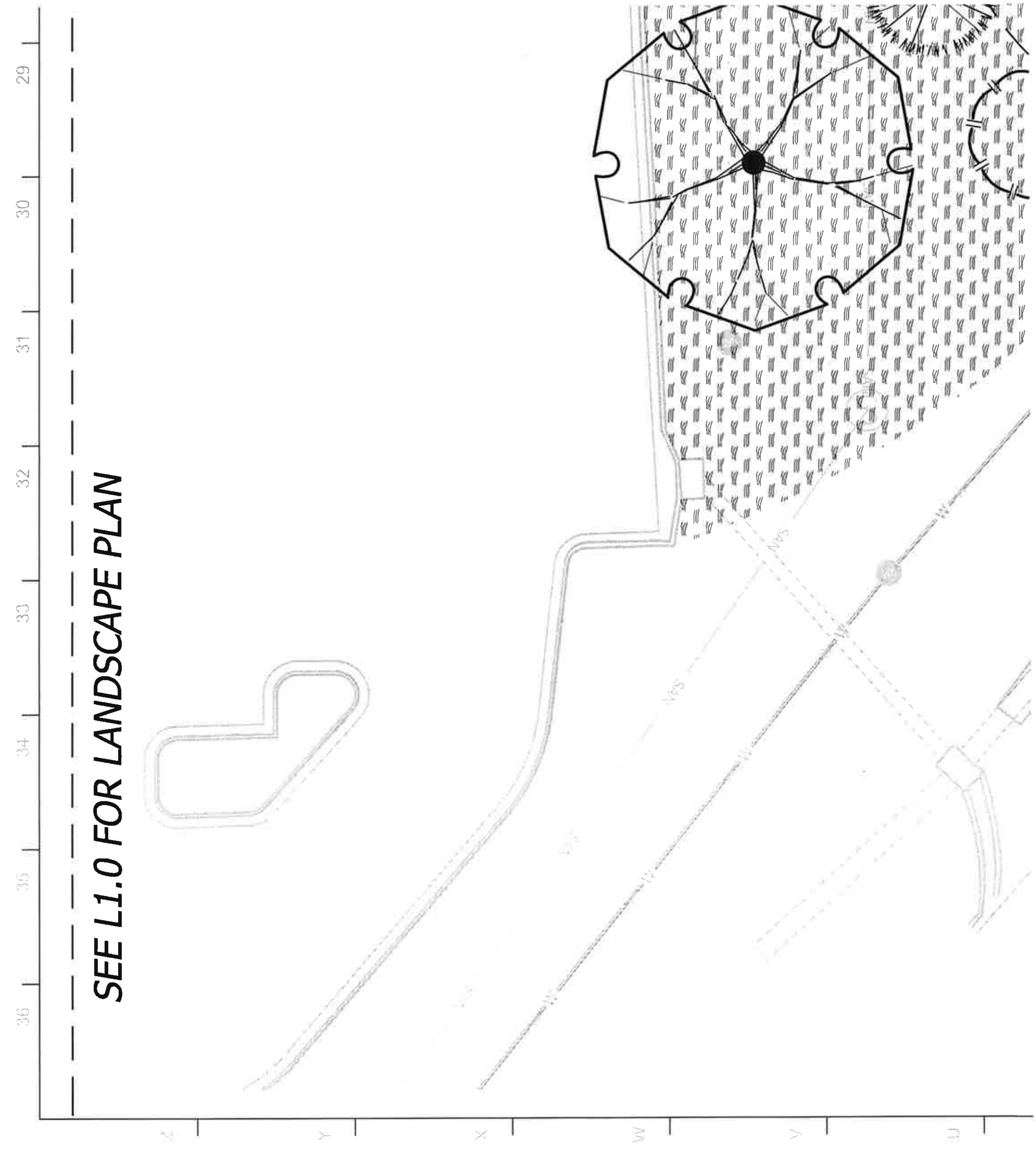
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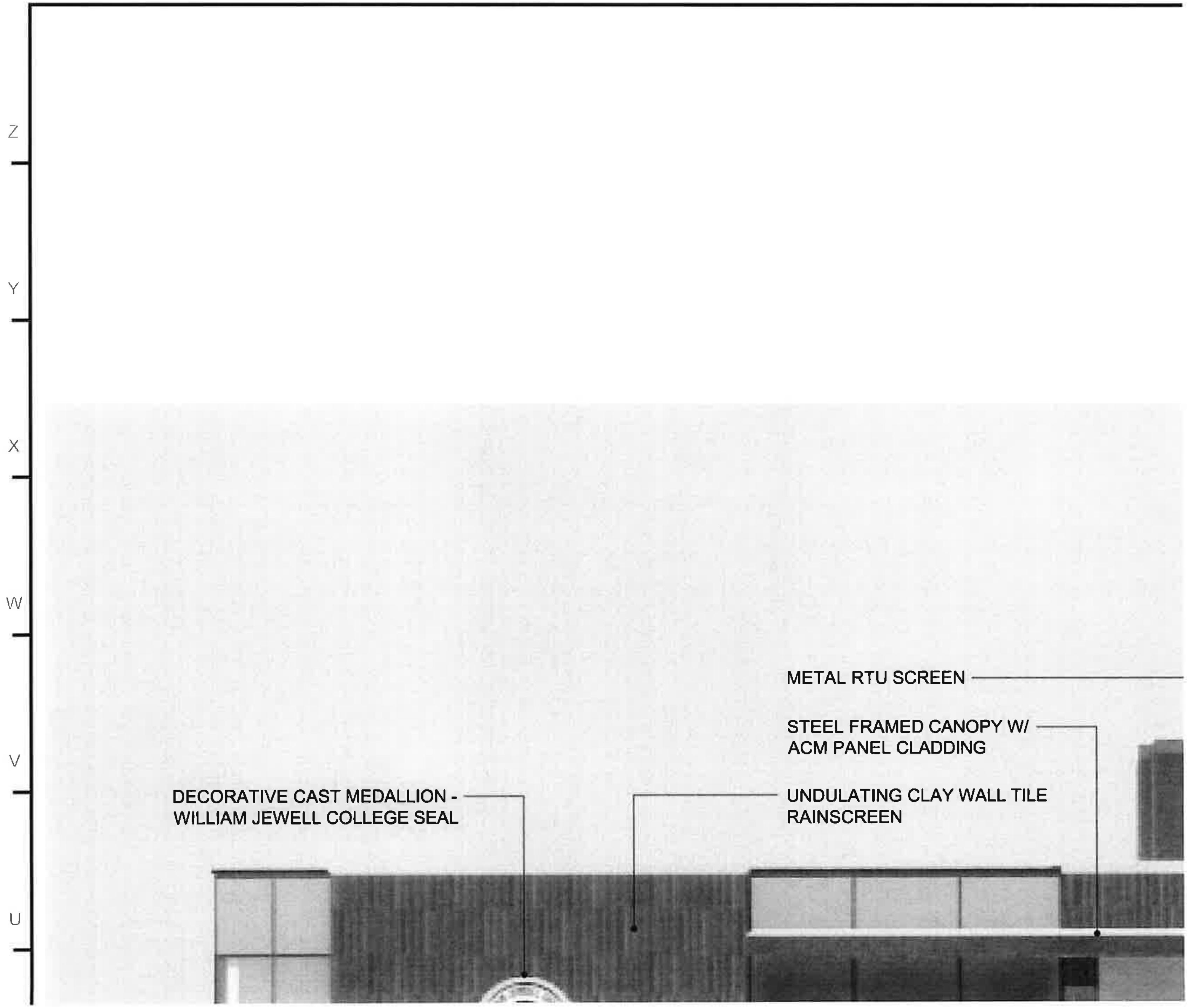
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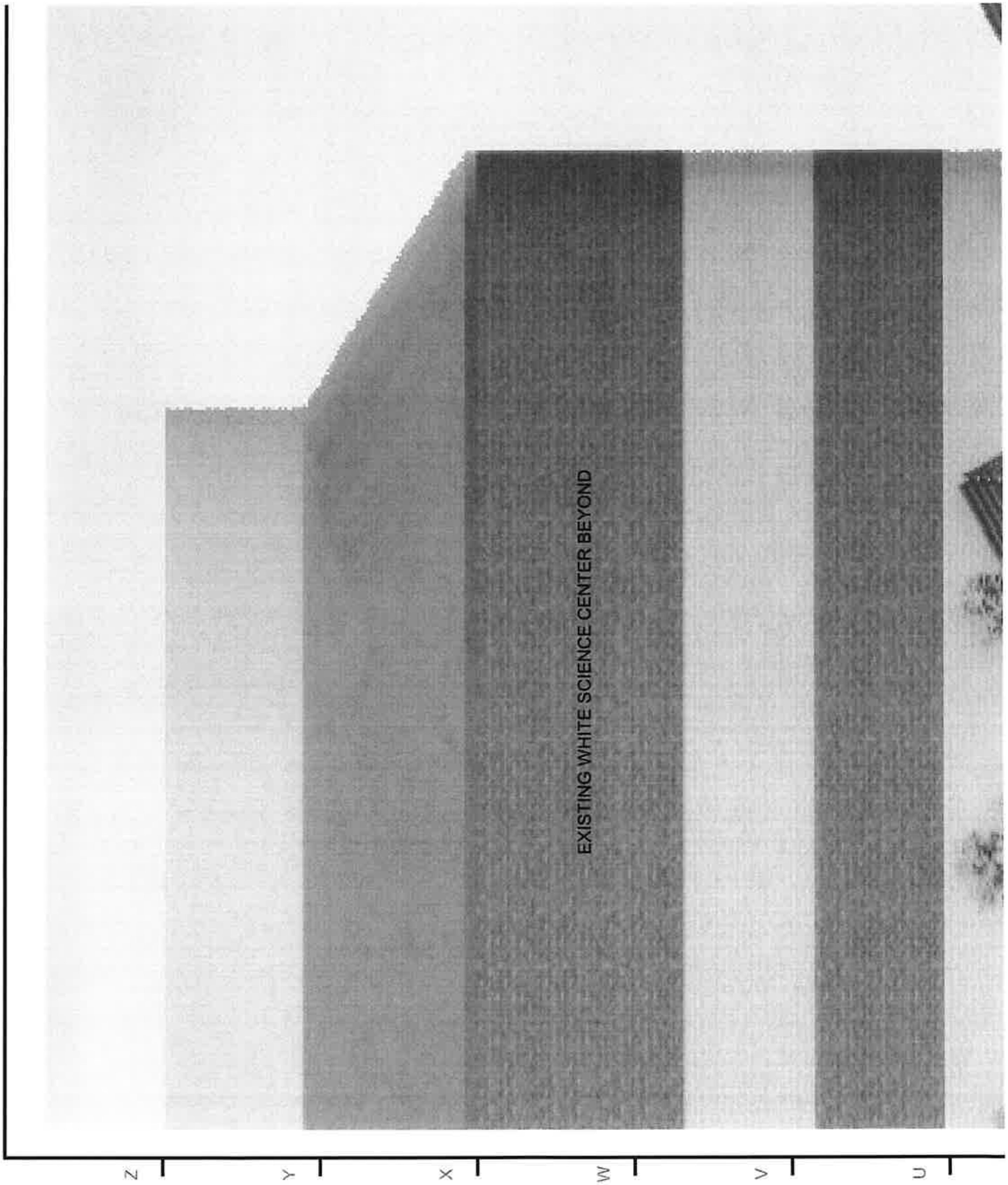
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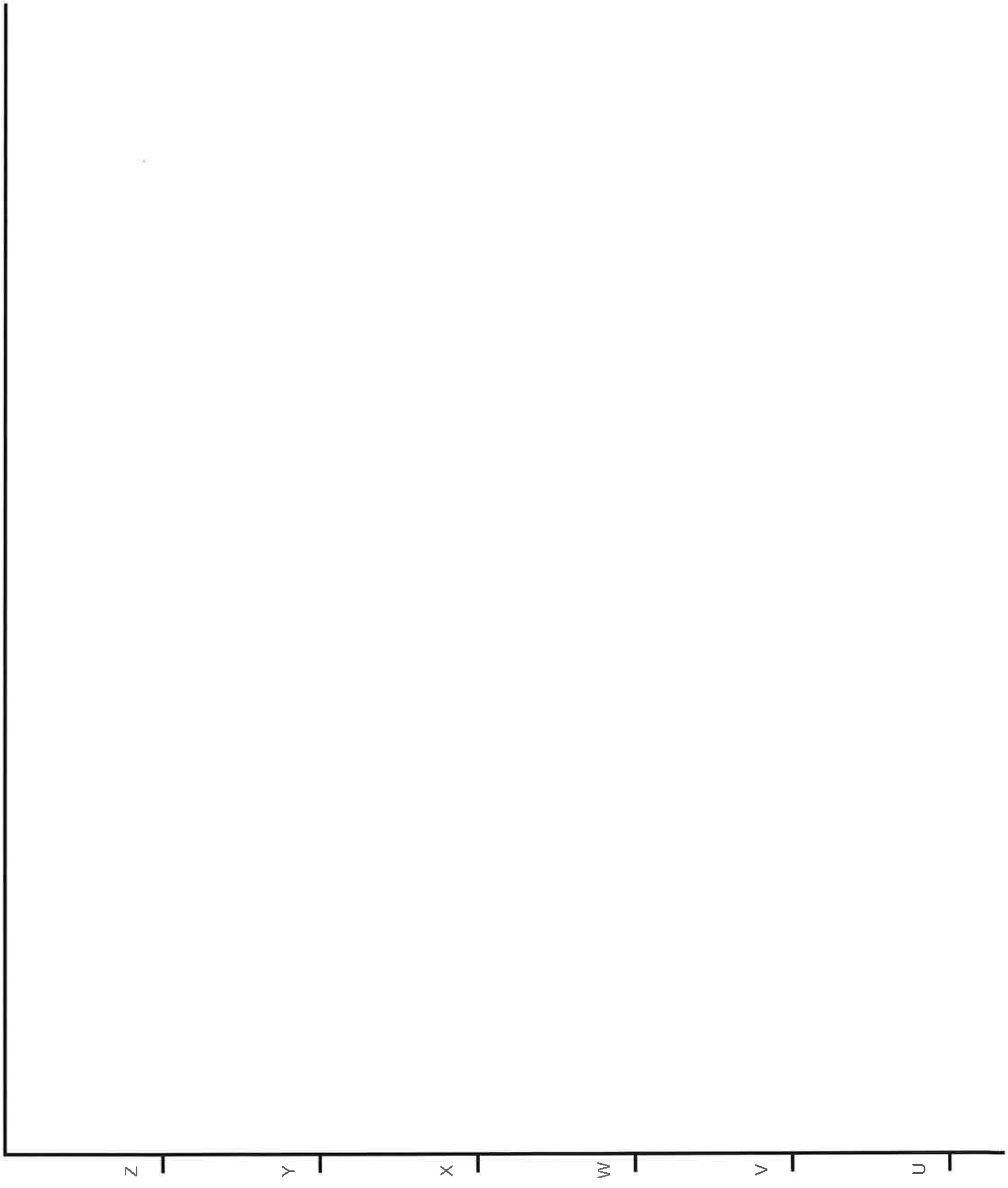
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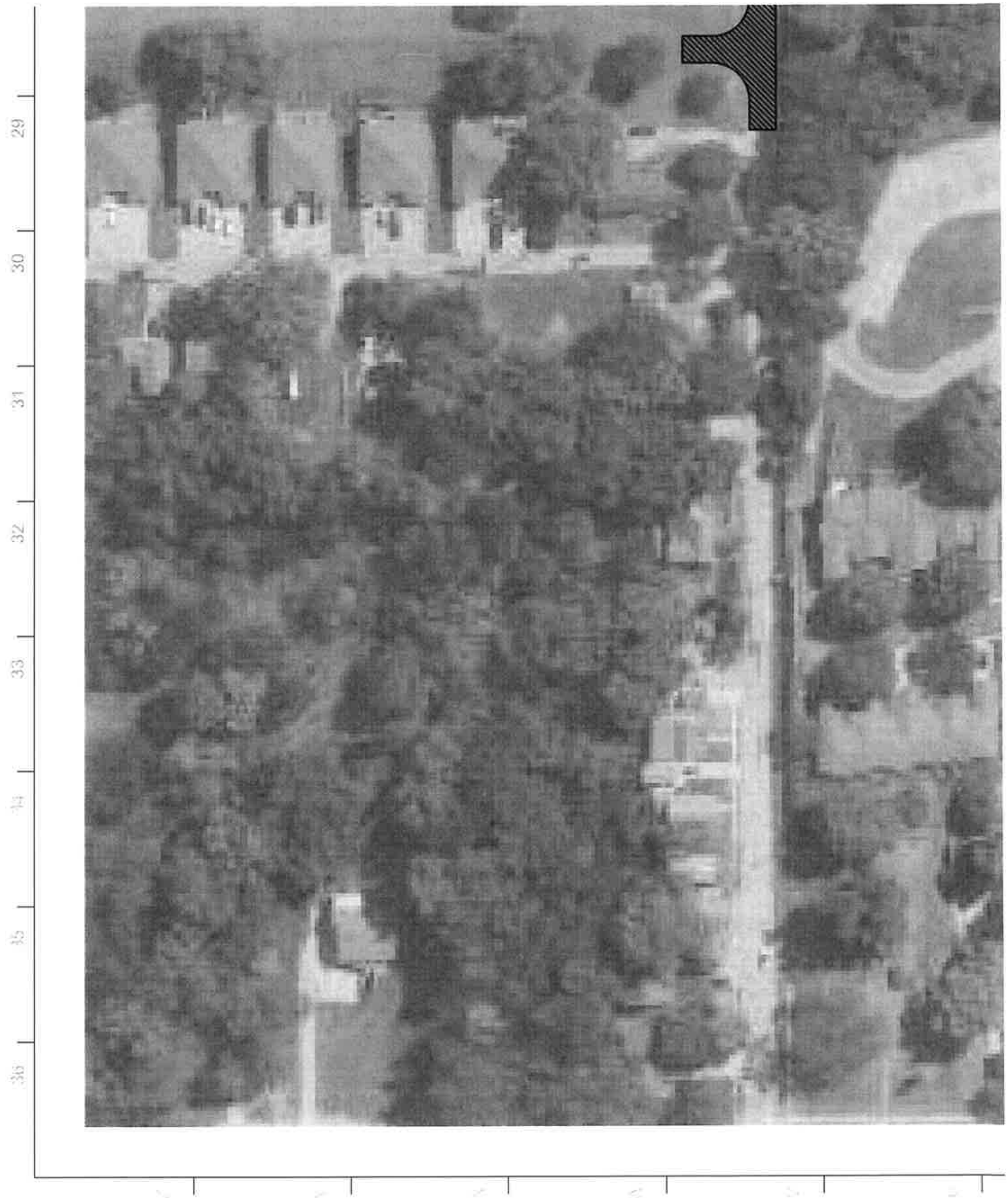
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Perspective
ARCHITECTURE + DESIGN

May 23, 2023

Mr. Mike Peterman
mpeterman@libertymo.gov
City Planner - City of Liberty
101 E. Kansas St.
Liberty, MO 64068

RE: William Jewell College - The Link, P&Z Case 23-15FDP / Project Number: 0120123.001

Dear Mr. Peterman,

Per your request, see below for the William Jewell College The Link – Phased Project Narrative.

PHASE I – SITE DEVELOPMENT and INFRASTRUCTURE PACKAGE includes:

- New Campus Ascent Drive
    - Asphalt drive w/ concrete curb + gutter; w/ storm sewer infrastructure
    - Site lighting w/ decorative banners
    - Landscaping
    - Adjacent egress walkway for campus connectivity

- Existing Southeast Commuter Lot
    - New ADA and Visitor Parking; asphalt parking w/ concrete curb + gutter and storm sewer
    - New trash compactor island w/ enclosure
        - Reinforced drive lanes for service vehicles
    - Majority of existing lot to remain undisturbed

- New west Visitor's Parking Lot
    - Electric Vehicle Charging Stations
    - Landscaping
    - Site + Pedestrian Lighting
    - Fire lane for emergency vehicle access

- New north Visitor/Staff Parking Lot
    - Landscaping
    - Site Lighting
    - Versa-Lok retaining wall w/ guardrail
    - Bus/vehicle drop-off
    - Updated access to existing adjacent campus buildings
    - Reinforced concrete approach for emergency vehicle access

- Stadium
    - New aluminum bleacher system on graded hillside
    - Landscaping
    - Concrete CIP retaining wall and spectator concourse
    - New perimeter fence line for continuous barrier
    - Provide utility stub-outs for future Press Box
    - New decorative entry gate

- Building Site
    - Versa-Lok retaining walls @ the east and west to create a temporary pad site for The Link Building [PHASE II]
    - Utility Infrastructure w/in 5-feet of building w/ all required sleeves/conduit in place for PHASE II
    - ADA egress ramp system @ east side for pedestrian access to field level
    - New stadium light poles/lighting

- Artwalk / The Grove
    - Meandering outdoor walkway for the display of artwork
    - Outdoor gathering space for students and faculty

- Utilities
    - New storm / sanitary / gas / electrical infrastructure
    - Detention pond @ SE corner of site
    - New 2000A transformer/service for The Link Building [PHASE II]

PHASE II – THE LINK BUILDING CONSTRUCTION includes:

- New free-standing 53,301SF, 2-story student rec center w/ gymnasium
    - Rec Center – 34,821SF, 2-story; curtainwall glazing w/ terracotta rainscreen cladding @ façade
    - Gymnasium – 18,480SF w/ indoor walking track; precast concrete panels w/ pattern
    - Utility connections
    - Landscaping
    - Connector bridge @ west side entrance

PHASE III – DONIPHAN STREET

- Doniphan Street improvements to commence post-Phase II construction. Existing roadways required to accommodate construction site access throughout Phases I and II.

If you have any questions or concerns during your review, I can be reached via email or phone as listed below.

Regards,

TYLER MORELAND
Senior Project Architect

816 502 1523, tyler@pad.studio

Attachments

n/a

Copies to: File / WJC / Jonkman Construction / BHC / S&B / STAND

V. Cases

A. **P&Z Case 23-15FDP:** Final Development Plan for the Link at William Jewell College. A 53,301sf. recreation center and gymnasium building with accompanying parking and site improvements.

Mr. Peterman 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.

Michael Paxton, Perspective Architecture, 2000 Shawnee Mission Pkwy, St. 100, Mission Woods, KS. spoke on behalf of the design team and William Jewell College. He introduced the engineering team and members of the college who were in attendance and stated that they were available for questions.

Commissioner Personett asked about phasing for the project.

Ryan Doll, Jonkman Construction, the contractor for the project described the construction timeline. He said they are mobilizing to begin the site work currently, land disturbance and demolition permits have been granted to begin work on the parking lots, stadium seating and pad site for the new building. Phase 2 will consist of the building construction. They plan to apply for those permits soon and begin by April of 2024. The road improvements will be completed in phase 3. The building and road improvements are to be competed in same time frame. The entire project is planned to be complete in two years.

Commissioner Summers asked what would happen to the Mabee Center.

Dr. Elizabeth MacLeod Walls, President of William Jewell College, said the Mabee Center is currently used from early in the morning to late at night and will continue to operate as normal. The new facility will free some space and time in the Mabee Center for student use.

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

Action: Commissioner Reinier moved to approve the case as presented in the staff report, Commissioner Summers seconded the motion. Commissioners Holt and Personett stated that they would abstain from voting due to a potential conflict of interest.

Vote: Motion passed 5-0-2
Yes: Evans, Howard, Reinier, Rosekrans, Summers
No: None
Abstain: Holt, Personett

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, June 26, 2023.

The City of Liberty missouri

CITY COUNCIL
ACTION REPORT

Meeting Date: June 26, 2023
A/R No.: 2023-571

Department: Planning & Development

Submitted By: Katherine Sharp, Director Planning & Development

Subject: ORDINANCE AMENDING CHAPTER 21 OF THE CITY CODE OF THE CITY OF LIBERTY, PERTAINING TO NUISANCES, PROHIBITING THE PARKING OF VEHICLES ON GRASS

Summary:

- Current City Code Section 21-2 (8) does not allow parking of vehicles in the front yard (parking on grass) but makes no reference to parking on the grass in the rear or side yard.
- The nuisance office receives complaints from citizens regarding neighbors who park vehicles in the grass in rear or side yards, but the current code does not prevent parking vehicles on the grass in those instances.
- This amendment would allow parking of vehicles only in the front yard driveway or side yard parking space. One additional concrete parking pad would be allowed in the rear or side yard for the parking of one Recreational Vehicle.
- Driveway width would be limited to the width of the garage and additional side yard parking space.
- No parking on grass would be permitted with this amendment.

Background:

The nuisance section of the City Code, Chapter 21, helps to ensure the health and welfare of the community and maintain property values through minimum maintenance standards. At present, the code does not allow parking on the grass in the front yard, but does not prohibit parking on the grass in the rear and side yard.

To ensure that yards do not inadvertently become parking lots, the proposed code changes will allow:

- A driveway from the street to the garage or parking space; and
- One parking space alongside the driveway (to the side of the house and not in the customary front yard; this is made clearer in another section of the code, UDO Article XIII, Parking); and
- One parking pad in the rear or side yard to park one RV or boat.

To better facilitate discussion, language has been proposed for the ordinance changes in the following section. The original language as it exists in the city code is seen in black type, a highlighted strikethrough indicates a proposed language removal and red type represents any proposed new language.

Sec. 21-2. - Enumeration of nuisances.

The following are hereby declared, defined and deemed to be nuisances for purposes of this article; provided, however, that the following enumeration shall not be deemed to be exclusive:

(8) The parking of vehicles on that part of a residential ~~front~~ yard other than a driveway or parking space.

The width of the driveway shall not exceed the width of the garages or parking space to which the driveway leads.

Parking space shall mean an area on a lot sufficient to store one vehicle, but shall not be less than nine (9) feet wide and twenty (20) feet in length and shall be connected to a public street or alley by a driveway not less than nine (9) feet wide. The parking space and connected driveway shall be constructed in such a way as to clearly define the boundaries between the parking space and the adjacent yard area. Minimally, it shall be constructed of at least six (6) inches of crusher run rock, or equivalent inch, and shall be shaped and compacted.

~~Yard, front, shall mean a yard across the full width of the lot extending back from all lot lines abutting a public street to the principal structure.~~

One additional concrete parking pad may be constructed in the rear or side yard at least 5 feet from the property line and not on any easements to allow the parking of one Recreational Vehicle or boat.

No parking of any vehicle on grass, dirt, or other substance than outlined above shall be allowed.

Previous Action (if applicable):
This proposed amendment has been reviewed by City Legal Counsel.

Policy/Committee Review:

	Citizen Sales Tax Oversight Committee	Completed/Recommended:
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
X	Other: Code change reviewed by Legal Counsel	Completed/Recommended: 6/15/2023

Financial Considerations:

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

<u>Attachments</u>:

1. 2023 Amendment to Code for Section 21-2 Parking on Grass (1)

Document No. _________

ORDINANCE NO. ________

AN ORDINANCE APPROVING AN AMENDMENT TO THE CODE OF THE CITY OF LIBERTY, MISSOURI, CHAPTER 21 – NUISANCES, ARTICLE I- IN GENERAL, SECTION 21-2, ENUMERATION OF NUISANCES

WHEREAS, the City Council of the City of Liberty finds and declares that the City has a reputation for well-kept properties and that the property values and the general welfare of the community are founded, in part, upon the maintenance of private properties; and

WHEREAS, the City Council of the City of Liberty finds and declares that parking of vehicles on grass contributes to the deterioration of neighborhoods; and

WHEREAS, the City Council of the City of Liberty believe that the public health, safety and welfare of the residents of the City include regulating to prevent the depreciation of property values within the City by establishing minimum standards of safety, cleanliness and appearance; and

WHEREAS, Section 21.2 (8) will be amended to clarify that the parking of vehicles on grass is not allowed within the City of Liberty.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows; and

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an amendment to The Code of The City of Liberty, Missouri, Chapter 21 – Nuisances, Article I- In General, Section 21-2 (8), Enumeration of Nuisances to read as following:

Sec. 21-2. - Enumeration of nuisances.

The following are hereby declared, defined and deemed to be nuisances for purposes of this article; provided, however, that the following enumeration shall not be deemed to be exclusive:

(8) The parking of vehicles on that part of a residential yard other than a driveway or parking space.

The width of the driveway shall not exceed the width of the garages or parking space to which the driveway leads.

Parking space shall mean an area on a lot sufficient to store one vehicle, but shall not be less than nine (9) feet wide and twenty (20) feet in length and shall be connected to a public street or alley by a driveway not less than nine (9) feet wide. The parking space and connected driveway shall be constructed in such a way as to clearly define the boundaries between the parking space and the adjacent yard area. Minimally, it shall be constructed of at least six (6) inches of crusher run rock, or equivalent inch, and shall be shaped and compacted.

One additional concrete parking pad may be constructed in the rear or side yard at least 5 foot from the property line and not on any easements to allow the parking of one Recreational Vehicle or boat.

No parking of any vehicle on grass, dirt, or other material than outlined above shall be allowed.

SECTION II

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

PASSED by the City Council this ___ day of _____________________, 2023.

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

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

____
MAYOR

The City of Liberty missouri

CITY COUNCIL
ACTION REPORT
Meeting Date: June 26, 2023
A/R No.: 2023-573

Department: Fire **Submitted By:** John Mills, Fire Chief

Subject: ORDINANCE APPROVING AN AGREEMENT WITH SAMURAI ENTERPRISES, INC, FOR THE DESIGN AND CONSTRUCTION OF FIRE STATION NO. 3 REMODEL/ADDITIONS IN AN AMOUNT NOT TO EXCEED $1,900,000.00

Summary:

- Originally part of the FY2022 Fire Sales Tax Budget.
- Re-submitted as part of the FY2023 Fire Sales Tax Budget with an increased funding level. - $1,400,000
- The use of ARPA (American Rescue Plan Act) money for costs associated with living quarters - $500,000
- A Request for Qualifications (RFQs) for the design/build process was posted on the City website.
- Received four RFQ responses from contractors.
- RFQs were reviewed and rated by the Fire Department and other City Departments.
- Fire Station No. 3 project's scope is to include the addition of new crew living quarters and a remodel to add a weight room and EMS supply storage.
- The project is funded via the 1/4-cent Fire Sales Tax Fund via a financing mechanism.
- Items were reviewed by the Citizens Sales Tax Oversight Committee on May 18, 2023.

Background:
The Fire Department has been reviewing our facilities for several years. During this process, we identified current and future needs. Items that affect the need for changes or additions to facilities are community growth, number of personnel, deployment models, apparatus numbers and sizes, etc. The proposal being submitted was originally budgeted in the FY2022 budget process. After additional research in FY2022, the project was delayed until FY2023 to propose the additional needed funding levels to maintain the proposed scope of the projects.

At this time, crew staffing at Fire Station No. 3 is limited to three due to the size of the station. This station was built in the early 1970s. Upon reviewing the size and age of the station, it was determined that its size would not allow room for the needed number of crew at this station. In 2021, the Fire Department worked with Hallmark to purchase land to allow expansion to the north. As of 2022, the Fire Department has a third full-time ambulance that will move into this station after the construction has finished.

In order to meet the future needs for the growth of the City, the RFP included two projects. Project One is the addition and remodeling of the station. Project Two adds to the rear driveway for safer access to the bays.

Project One is for an addition located to the north of the apparatus bays and will include the following:

- New living quarters and bunk rooms.
- A day room, kitchen and dining room to accommodate 12 people.
- Three offices.
- Ten bunk rooms.
- Seven restrooms, five should have showers and one should be for public use if needed.
- A front and rear door
- Two doors from the living and bunk area to the bays.
- Removal of the front windows from the south side of the bays (old living quarters) and new front and rear doors.
- Removal of everything from the old living quarters so it can be remodeled for use as an EMS storage room, restroom and a workout area to hold the workout equipment in the basement.
- Front pad to be enlarged for future use of the north bay.

This station will need to have room for a minimum of five crew members daily and up to seven when staffing is higher. Having 10 bunk rooms will allow for an additional unit to be placed at the station as the growth of the City increases in all directions.

Project Two Includes:

- Extend the rear drive access leading to the bays. This drive should be extended 16'-20' in width around the half circle to allow safe use of the north bay.

The Fire Department posted on the City website a Request for Qualifications (RFQ) for the proposed design build process for Fire Station No. 3 remodel/addition. At the conclusion of the process, the four contractors submitting responses to the RFQ were Samurai Enterprises, Haren, Turner and Nabholz. The RFQs were then reviewed and scored internally by Fire Department Personnel as well as externally, by other City Department Directors. After a thorough review and scoring through a qualifications-based selection process, the price was then opened and final scoring was completed, which is also considered a project completion timeframe. Samurai Enterprises, Inc. was chosen to continue negotiations based on the scores and a 150-day timeframe. Samurai didn't include contingencies in the bid. Two other contractors did include this at a rate of $50,000.00 up to $100,000.00.

Bid and Scoring Results:

	Project one	Project two	Total
Nabholz	$3,711,220.00	$87,415.00	$3,798,635.00
Haren	$2,953,520.00	$119,572.00	$3,073,072.00
Turner	$2,843,994,00	$55,386.00	$2,899,380.00
Samurai	$1,517,248.00	$128,828.00	$1,646,076.00

Appropriate price per SF:

Nabholz: $625.00
Haren: $686.00
Turner: $623.00
Samurai: $433.00

Scoring was based on 100 points where 75 of these points were awarded before the pricing was opened; 25 of these points were based on price. One point deduction for every 2% from low bid.

Nabholz: 51 points
Haren: 54 points
Turner: 53 points
Samurai: 97 points

Staff worked with this Liberty-based contractor in 2018 on other building additions. Over the next several weeks, staff will work to ensure that all design aspects are met with the budgeted amount being monitored very closely. The Fire Department is proposing that the City utilize Samurai Enterprises, Inc. to be the contractor coordinating all aspects in reference to the design and building of the Fire Station No. 3 Remodel/Addition projects for the City.

Staff recommends approval of the agreement with Samurai Enterprises, Inc. in a not-to-exceed amount of $1,900,000.00, which includes a 2% contingency for final plans, approximately 7% contingency for building materials and 7% contingency for any unexpected construction costs. This amount is to ensure that all needs are covered. The Fire Department budgeted $750,000 within the FY 2023 Fire Sales Tax budget and American Rescue Plan Act money has been allotted for this project to help with costs associated with the living quarters in the amount of $500,000. The overage will be covered with available Fire Sales Tax Fund fund balance dollars.

Previous Action (if applicable):
This action was reviewed by the City's Citizen Sales Tax Oversight Committee via email the week of May, 2023.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 58.50.325.36.7510 Line Item: 12.95.140.36.7201	Amount: $1,400,000 Amount: $ 500,000
	Revenue Line (if applicable):	Amount:

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

Attachments:

1. 06-15-23 Fire Station No 3 Remodel-Additions ORD
2. No 3 signed contract

DOCUMENT NO. ________

ORDINANCE NO. ________

ORDINANCE APPROVING AN AGREEMENT WITH SAMURAI ENTERPRISES, INC, FOR THE DESIGN AND CONSTRUCTION OF FIRE STATION NO. 3 REMODEL/ADDITIONS IN AN AMOUNT NOT TO EXCEED $1,900,000.00

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

SECTION I

That the City Council hereby approves an agreement by and between the City of Liberty and Samurai Enterprises, Inc., 1117 Aspen Drive, Liberty, MO 64068 pertaining to the design and construction of the Fire Station No. 3 Remodel/Additions up to an amount not-to-exceed ONE MILLION NINE HUNDRED THOUSAND DOLLARS ($1,900,000.00), said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to execute 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.

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

____
MAYOR

ATTEST:

____
Deputy City Clerk

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

____
MAYOR

Standard Form of Agreement Between Owner and Design-Builder Cost Plus Fee with an Option for a Guaranteed Maximum Price

This **AGREEMENT** is made as of the ____ day of June in the year 2023, by and between the following parties, for services in connection with the Project identified below:

OWNER:

City of Liberty
101 E. Kansas St.
Liberty, MO 64068

DESIGN-BUILDER:

Samurai Enterprises, Inc.
1117 Aspen Drive
Liberty, MO 64068

PROJECT:

Fire Station Fire Station No. 3 Remodel/Additions

Fire Station No. 3
2300 N. Lightburne St.
Liberty, MO 64068

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design, design management, construction and construction management services, and provide all facilities, supplies, material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents. Notwithstanding the above, the scope of work does not include facilities management or operation of the facility by Design-Builder.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments (including, as applicable, the GMP Exhibit referenced in Section 6.5.1.1 hereof or the GMP Proposal accepted by Owner in accordance with Section 6.5.1.2 hereof) and change orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (1998 Edition) as amended (the "General Conditions of Contract");

2.1.2 This Agreement, including all exhibits (but excluding, if applicable, the GMP Exhibit) and attachments;

2.1.3 Written Supplementary Conditions, if any, to the General Conditions of Contract;

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.6 Owner's Requirements; and

2.1.7 The following other documents, if any:

The Comprehensive Agreement between Owner and Design-Builder of even date herewith, including all exhibits and attachments, along with all written modifications and amendments thereto (the "Comprehensive Agreement").

Article 3

Interpretation and Intent

3.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event any inconsistency, conflict, or ambiguity between or among the Contract Documents is discovered, Design- Builder shall immediately seek clarification from Owner. In the event that Owner fails to clarify such discrepancy within five (5) business days, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof, except that the Comprehensive Agreement shall take precedence over all other Contract Documents.

3.2 Terms, words, and phrases used in the Contract Documents, including this Agreement shall have the meanings given them in the General Conditions of Contract.

3.3 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 All drawings, specifications and other documents and electronic data prepared by Design-Builder or its Design Consultant(s) for the Project (the "instruments of service") and furnished to Owner under the Comprehensive Agreement or this Agreement are deemed to be work for hire and the property of Owner.

4.2 If Owner uses the instruments of service for any use other than the Work without employing the applicable Design Consultant(s), then (a) Owner shall accept full responsibility for such other use and neither Design-Builder nor the Design Consultant(s) shall have any liability for such other use; and (b) to the extent permitted by applicable law, Owner shall defend, indemnify and hold harmless Design-Builder and its Design Consultant(s) from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from such use of the instruments of service.

4.3 Design-Builder and its Design Consultant(s) shall not reuse or site adapt the design for the Project for any client other than the City of Liberty, MO. Neither party will be responsible for the other's use of the instruments of service for purposes other than the Project, unless there is a written agreement between the parties specifying otherwise.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within fifteen (15) days of Design-Builder's receipt of Owner's Notice to Proceed (the "Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion

5.2.1 Substantial Completion of the entire Work shall be achieved no later than one hundred fifty (180) calendar days after the Date of Commencement (the "Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows:

Timeline listed in RFP

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable, but in no event shall Final Completion be achieved later than sixty (60) calendar days after the Scheduled Substantial Completion Date (the "Final Completion Date").

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.3.1 By executing this Agreement, Design-Builder confirms that the Contract Time does not include an allowance for normally adverse weather and is a reasonable period for performing the Work.

5.4 Liquidated Damages.

5.4.1 Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by thirty (30) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner Five Hundred Dollars ($500.00) as liquidated damages for each calendar day that Substantial Completion extends beyond the LD Date.

5.4.2 Design-Builder understands that failure to expeditiously complete all work remaining to be completed after Substantial Completion will cause Owner damages that are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not attained by the Final Completion Date, Design-Builder shall pay Owner Five Hundred Dollars ($500.00) as liquidated damages for each calendar day that Final Completion extends beyond the Final Completion Date.

5.4.3 Owner may deduct liquidated damages described in Section 5.4 from any unpaid amounts then or thereafter due Design-Builder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Design-Builder shall be payable to Owner at the demand of Owner, together with interest from the date of the demand at a rate equal to the interest rate provided in Section 7.4 of this Agreement. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential.

Article 6

Contract Price

6.1 Contract Price

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price (the "Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.5 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.2 Design-Builder's Fee

6.2.1 Design-Builder's Fee shall be:

The Design-Builder's Fee shall be an amount equal to Seven and half percent (7.5%) of the Estimated Cost of the Work set forth in Design-Builder's Guaranteed Maximum Price Proposal. The Design-Builders Fee shall be increased by an amount equal to five percent (5.0%) of the Cost of any Change Order after the establishment of the Guaranteed Maximum Price.

6.2.2 Design-Builder Performance Bond Costs:

An amount of one percent (1.0%) is part of the project.

6.3 Cost of the Work.

6.3.1 The term Cost of the Work shall mean costs reasonably incurred by Design- Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.2 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.3.3 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the coordination, production or transportation of material and equipment necessary for the Work.

6.3.4 Wages or salaries of Design-Builders personnel stationed at Design-Builder's principal or branch offices and performing the following functions. Payment of the salaries of Design- Builder's project management, estimating, administrative, scheduling, safety and other personnel when working on items of Work specifically related to the Project at Design- Builder's principal office, Design Consultant(s)' office, job site, field office or any other location for that portion of their time spent in the performance of the Work for the Project shall be included in the Cost of the Work. The cost of Vice Presidents and the President of Design-Builder is included in the Design-Builder's Fee and is not part of the Cost of the Work. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a fifty percent (50%) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

6.3.5 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, excluding bonuses, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections
6.3.1 through 6.3.3 hereof.

6.3.6 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.3.7 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.8 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such defective, damaged or nonconforming Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and credit Owner if recovery is obtained.

6.3.9 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.10 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.11 Costs of removal of debris and waste from the Site.

6.3.12 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.13 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.14 Amounts for (1) Design-Builder's insurance coverage program, including, but not limited to, General Liability Insurance and other insurance at the rate of One and Two Tenths percent (1.2%) of the Contract Sum for coverage of Design-Builder and enrolled Contractors and subcontractors (as defined in the CIP Manual); (2) Design-Builder's Professional Liability Insurance at the rate of Thirty-Five Hundredths of One percent (0.35%); (3) Premiums for Builders' Risk insurance and deductibles incurred for Builders' Risk claims, if applicable; (4) Design-Builder's subcontractor default program at the rate of One percent (1%) of the value of the trade contracts and material agreements; and (5) costs of Design-Builder's Payment and Performance Bonds at the rate of One percent (1%) of the Contract Sum for the Project.

6.3.15 All fuel and utility costs incurred in the performance of the Work.

6.3.16 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.3.17 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.3.18 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.3.19 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.20 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.3.21 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 Non-Reimbursable Costs

The following shall be excluded from the Cost of the Work:

6.4.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.4.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.4.3 The cost of Design-Builder's capital used in the performance of the Work.

6.4.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.5 The Guaranteed Maximum Price

6.5.1 GMP Established Upon Execution of this Agreement

6.5.1.1 Design-Builder guarantees that it shall not exceed the GMP of One Million Nine Hundred Thousand Dollars ($1,900,00.00). Design- Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. Documents used as a basis for the GMP along with a breakdown of the GMP, shall be identified in an exhibit to this agreement (the "GMP Exhibit").

6.5.1.2 The GMP includes a Contingency in the amount of Two Hundred Fifty-Three Thousand Nine Hundred and Twenty-Four Dollars ($253,924.00), which is available for Design-Builder's exclusive use in these areas; final plans, building materials related to final plans, any addition performance bonds needed over 1.0% and builder options for construction that are incurred in performing the work that are not included in a specific line item or the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, acceleration, costs in correcting defective, damaged or nonconforming Work, design errors or omissions and Subcontractor defaults. Design-Builder shall provide Owner with notice of all anticipated charges against the Contingency.

6.6 Savings

6.6.1 If the sum of the actual Cost of the Work (excluding design, allowances and the contractor's contingency) and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP (excluding design, allowances and the contractor's contingency), as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

Fifty percent (50%) to Design-Builder and Fifty percent (50%) to Owner.

6.6.2 Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, Design-Builder shall be entitled to payment from Owner for that portion of such costs that were distributed to Owner as Savings.

Article 7

Procedure for Payment

7.1 Progress Payments

7.1.1 Design-Builder shall submit to Owner on the first (1st) day of each month and no later than the fifth (5th) day of each month, beginning with the first (1st) month after the Date of Commencement, Design-Builder's Application for Payment for the Work performed in the previous month in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Applications for Payment received after the (5th) day of the month will be treated as if submitted on the fifth (5th) day of the following month.

7.1.3 Owner shall make payment within fifteen (15) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.4 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments

7.2.1 Owner will retain five percent (5%) of each Application for Payment; provided, however, that when fifty percent (50%) of the Work has been completed by Design-Builder, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.2.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.3 Final Payment.

7.3.1 Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.8 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.8.2 of the General Conditions of Contract.

7.4 Interest.

7.4.1 Payments due and unpaid by Owner to Design-Builder or Design-Builder to Owner, whether progress payments, final payment or other payments, shall bear interest commencing thirty (30) days after payment is due at the rate of five percent (5%) per annum.

7.5 Record Keeping and Finance Controls.

7.5.1 Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents.

Article 8

Termination for Convenience

8.1 Termination by Design-Builder. Design-Builder shall have rights to terminate this Agreement as provided in the General Conditions of Contract. If the Work is stopped for a period of ninety (90) days under an order of any court or any public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Design-Builder or Subcontractors or their agents or employees or any other persons performing any of the Work under a contract with Design-Builder, then Design-Builder may, upon seven (7) additional days' written notice to Owner, terminate the Contract and recover from Owner payment for all Work executed to the termination date, together with reasonable demobilization costs. The Design-Builder shall have no other right to terminate the Agreement for any reason.

8.2 Termination by Owner. Owner shall have rights to terminate this Agreement as provided in the General Conditions of Contract. If Design-Builder is in default under the Contract Documents, Owner may, without prejudice to any other right or remedy and upon written notice to the Design-Builder, terminate the Agreement.

8.2.1 Prior to termination of the Agreement, Owner shall give Design-Builder and its surety ten (10) calendar days written notice, during which Design-Builder and/or its surety may rectify the cause of the termination. If rectified to the satisfaction of Owner within said ten (10) days, the Owner may rescind its notice of termination. If not rectified, the termination for cause shall become effective at the end of the ten (10) day notice period. In the alternative, Owner may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from Design-Builder and its surety that the causes of termination will be remedied in a time and manner which Owner finds acceptable. If at any time more than ten (10) days after the notice of termination Owner determines that Design-Builder or its surety has not rectified or is not likely to rectify the cause(s) of termination in an acceptable manner or within the time allowed, then Owner may immediately terminate the Agreement for cause by giving written notice to Design-Builder and its surety. In no event shall termination for cause terminate the obligations of Design-Builder's surety on its payment and performance bonds.

8.2.2 Notice of termination, whether initial or given after a period of postponement, may be served upon Design-Builder and the surety by mail or any other means at their last known places of business in Missouri or elsewhere, by delivery to the representatives listed in Article 11 herein. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

8.2.3 Upon termination of the Agreement, Owner shall take possession of the premises and of all materials, tools, appliances, equipment, and other facilities on the Site, and all materials, tools, appliances, equipment, and other facilities stored off-Site for which Owner has paid and may finish the Work by whatever method deemed expedient. Design-Builder shall assign subcontracts to Owner or to a designated substitute design-builder promptly upon request. In such case, Design-Builder shall not be entitled to receive any further payment until the Work is finished and Owner has determined its damages owing to Design-Builder's default.

8.2.4 If the costs of finishing the Work, including compensation for Owner's staff and consultants and additional services made necessary by Design-Builder's default, and all other damages suffered by Owner on account of Design-Builder's default, exceed the unpaid balance of the Contract Price, Design-Builder shall pay the difference to Owner, and this obligation for payment shall survive the termination of this Agreement. If the costs of finishing the Work are less than the unpaid portion of the Contract Price, Owner shall pay the unpaid balance of any amount properly owing to Design-Builder for all Work executed to the date of termination, less actual damages. The Owner will not be obligated to pay any further amounts.

8.2.5 References to damages in Sections 8.2.3 and 8.2.4 specifically exclude Consequential Damages, consistent with Article 10.5 of the General Conditions of Contract.

8.2.6 If a court of competent jurisdiction determines that Owner has improperly terminated this Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 8.3 below.

8.3 Termination for Convenience. Owner may terminate this Agreement at any time without cause, in whole or in part, upon giving Design-Builder notice of such termination. Upon such termination, Design-Builder shall, without unreasonable delay, cease Work and remove from the Site all of its labor forces and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. Design-Builder shall receive as full compensation for termination and assignment the following:

8.3.1 All amounts, including all costs and fees, then otherwise due under the terms of this Agreement.

8.3.2 All amounts, including all costs and fees, due for Work performed subsequent to the latest Application for Payment through the date of termination.

8.3.3 Reasonable compensation for the costs attributable to such termination, including demobilization, settlement of terminated contracts with Subcontractors and Design Consultant(s), and overhead incurred by Design-Builder as a direct result of such termination. Design-Builder shall not be entitled to any compensation for lost profits.

Article 9

Representatives of the Parties

9.1 Owner's Representatives

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: John K Mills, Fire Chief, 200 W. Mississippi St, Liberty, MO 64068, Phone: 816-439-4310, email: jmills@libertymo.gov

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: John K Mills, Fire Chief, 200 W. Mississippi St, Liberty, MO 64068, Phone: 816-439-4310, email: jmills@libertymo.gov

9.2 Design-Builder's Representatives

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: Michael W. Brown, 1117 Aspen Drive, Liberty, MO 64068, Phone: 816-896-5656, email: mwb.gosamurai@gmail.com

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: Michael W. Brown, 1117 Aspen Drive, Liberty, MO 64068, Phone: 816-896-5656, email: mwb.gosamurai@gmail.com

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder shall procure insurance in accordance with Article 5 of the General Conditions of Contract.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

11.1.1 Notices

11.1.1.2 All notices, demands and other communications required by the Contract documents to either party by the other shall be in writing and shall be deemed to have been duly given if personally delivered or sent by a nationally recognized, overnight delivery service addressed as follows:

To Owner: City of Liberty
John K Mills, Fire Chief
200 W. Mississippi St.
Liberty, MO 64068

To Design-Builder: Samurai Enterprises, Inc.
Michael W. Brown
1117 Aspen Drive
Liberty, MO 64068

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	**DESIGN-BUILDER:**
______________________	Michael W. Brown
Mayor, City of Liberty	*President/Owner, Samurai Enterprises, Inc.*
______________________	[signature]
(Signature)	*(Signature)*
______________________	Michael W. Brown
(Printed Name)	*(Printed Name)*
Date: ______________________	Date: 06.15.23

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.

CITY COUNCIL
ACTION REPORT
Meeting Date: June 26, 2023
A/R No.: 2023-565

Department: Planning & Development

Submitted By: Jeanine Thill, Community Development Manager

Subject: ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION AGREEMENT FOR THE ACQUISITION OF ARTWORK FROM JOHN BANNON, TO BE USED FOR PUBLIC EXHIBITION

Summary:
Approval of a contract with artist John Bannon to purchase a sculpture titled "Drop" for the City's permanent public art collection to be installed in Ruth Moore Park. This sculpture is currently located at the corner of Franklin & Main and will be moved to it's permanent location at Ruth Moore Park's Community Garden in September. With the addition of this and two others this year, the City's permanent art collection will consist of 13 sculptures, funded and maintained through the transient guest tax.

Background:
The City of Liberty's Arts Commission (LAC) invited artists to submit artwork for the annual Rotating Sculpture program. Per the Public Art Selection & Acquisition Policy, the Liberty Arts Commission appointed an Art Selection Panel to select the artwork. The Art Selection Panel issued a call for artists seeking original, three-dimensional works of art to be displayed for a one-year period within the downtown area. With funds from the Transient Guest Tax, the City of Liberty has the option to purchase at least one piece of art from the sculptures on display each cycle, which would become a part of the City's permanent art collection.

Previous Action (if applicable):
On April 17, 2023, the Liberty Arts Commission voted to purchase "Drop" to be installed in Ruth Moore Park.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 67.20.061.18.5601 Line Item:	Amount:$12,000 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:

	Funding Source:	Amount:

<u>Attachments</u>:
1. Ordinance Drop
2. Signed Agreement Drop

Document No. ____

ORDINANCE NO. __________

AN ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION AGREEMENT FOR THE ACQUISITION OF ARTWORK FROM JOHN BANNON, TO BE USED FOR PUBLIC EXHIBITION

WHEREAS, the City has created the Revolving Sculpture Public Art Program (the "Program") for the submission and selection of public art to be displayed in certain designated areas in the City of Liberty; and,

WHEREAS, JOHN BANNON (the "Artist") has submitted the artwork titled "DROP" shown on Exhibit A attached hereto (the "Artwork") to be considered in the Program; and

WHEREAS, as part of the Program, the Liberty Arts Commission's Art Selection Panel has selected, and desires to purchase, the artwork upon the terms and conditions set forth in the Agreement;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a purchase and exhibition agreement by and between the City of Liberty, Clay County, Missouri and JOHN BANNON for the purchase of the artwork "DROP" in an amount not to exceed TWELVE THOUSAND AND 00/100 ($12,000.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement 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

Exhibit A
Artwork
"Drop"

ARTWORK PURCHASE AGREEMENT
AUTHORIZING THE ACQUISTION OF ARTWORK FROM
JOHN BANNON
TO BE USED FOR PUBLIC EXHIBITION

THIS ARTWORK PURCHASE is made effective as of May 22, 2023 (the "Effective Date"), by and between the City of Liberty, Missouri, a municipal corporation of the State of Missouri (the "City"), and John Bannon ("Artist").

WHEREAS, City has created the Public Art Program (the "Program") for the submission and selection of public art to be displayed in certain designated areas in the City of Liberty;

WHEREAS, Artist has submitted the artwork shown in **Exhibit A** attached hereto and incorporated herein (the "Artwork") to be considered in the Program;

WHEREAS, as part of the Program, City has selected the and desires to purchase the artwork upon the terms and conditions set forth in this Agreement;

WHEREAS, as part of the Program, Artist desires to contract with City for the sale of the artwork upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises, covenants, and payment contained in this Agreement, and for such other good and valuable consideration, the parties hereto agree as follows:

1. Sale. Artist agrees to sell the Artwork to City, and City agrees to accept the sale of Artwork, upon the terms and conditions set forth herein.

2. Compensation. In consideration for the purchase of the Artwork, City agrees to pay Artist Twelve Thousand and 00/100 Dollars ($12,000.00) (the "Purchase Price"), which shall constitute full compensation for all services to be performed by Artist pursuant to this Agreement

3. Representations and Warranties.

(a) *Warranties of Title.* Artist represents and warrants that: (i) the Artwork is solely the result of artistic effort of Artist; (ii) Artist is the sole owner of the Artwork and all of the rights under copyright in the Artwork; (iii) Artist has full authority to sell the Artwork and grant the rights provided in this Agreement; (iv) the Artwork is unique and a one-of-a-kind original and does not infringe upon any copyright or other intellectual property, proprietary or property right of any person; (v) the Artwork contains no libelous, defamatory, or other unlawful material; (vi) the Artwork is free and clear of any liens from any source whatever; and (vii) Artist will deliver written authorizations for the use of any material owned by a third party and included in the Artwork, which authorizations are in form required or approved by City.

(b) *Warranties of Quality and Condition.* Artist represents and warrants that: (i) the fabrication and installation of the Artwork has been or will be performed in a professional and workmanlike manner; and (ii) the Artwork, as fabricated and installed, will be free of defects in material and workmanship.

City shall give written notice to Artist of any observed breach of any of the warranties in this Section 3 with reasonable promptness. At City's request, Artist shall, at Artist's sole cost and expense, cure reasonably and promptly the breach of any such warranty to the satisfaction of City.

Title; Ownership; Copyright. Title; Ownership; Copyright. Upon sale of the Artwork, the City shall retain title to the Artwork and the Artist shall retain the ownership of copyrights in and to the Artwork. The Artist grants permission of the City the right to use the image of the Artwork for marketing purposes by way of example, for use in printed or electronic form such as, but not by way of limitation, brochures, magazines, rosters, video productions, catalogues, advertisements and websites.

4. Personality Rights. Artist grants City the irrevocable right to use, publish, reproduce, create derivative works of, distribute, and publicly display Artist's name, photograph, likeness, and biography ("Artist's Name and Image"), in any form, media, or content, in connection with City's exercise of the rights granted in this Agreement. The grant to City contained in this Section 4 shall survive the termination of this Agreement. Artist releases City and waives any claims, demands, damages, losses, liabilities, and causes of action arising from conducting any of the above-authorized uses of the Artist's Name and Image by City, including, without limitation, any claims for copyright, moral rights, defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Artist's Name and Image.

5. Risk of Loss; Insurance. The risk of loss or damage to the Artwork shall be borne by Artist until the City's acceptance of the Artwork, and Artist shall take such measures as are necessary to protect the Artwork from loss or damage during the installation. In the event the Artwork becomes damaged, destroyed or becomes a danger to the public, the City shall repair or remove the Artwork. Artist accepts all risk associated with the Artwork being on display and hereby releases all claims and subrogation against City for any loss, damage or theft of the Artwork, however caused. Further, Artist hereby waives any right of claims against City for any injury to persons or property that may occur in the creation, installation, exhibition and removal of the Artwork.

6. Indemnity. To the fullest extent permitted by law, Artist shall indemnify, defend and hold harmless City, and its respective agents, employees, officers, administrators, successors, and assigns from and against all claims, injuries, damages, losses, costs, expenses, and liability, including but not limited to attorneys' fees ("Claims"), whether arising before, during, or after completion of Artist's services pursuant to this Agreement, caused by, arising out of, or resulting from (i) Artist's performance of Artist's obligations hereunder of whatever nature or (ii) Artist's breach of any representation or warranty herein.

7. General Provisions.

(a) *Relationship of the Parties*. Nothing in this Agreement shall be construed to create a joint venture, partnership, association, or like relationship between the parties.

(b) *Binding Effect*. This Agreement shall be binding upon and shall inure to the benefit of Artist and City, as well as their heirs, personal representatives, successors and permitted assigns.

(c) *Assignment*. The work and services of Artist are personal and shall not be assigned or otherwise transferred without prior written consent of City. Any attempt by Artist to assign this Agreement or any rights, duties, or obligations arising hereunder without first obtaining City's prior written consent shall be void and of no effect.

(d) *Compliance with Laws*. Artist shall comply with all applicable city, county, state, and federal statutes, ordinances, and regulations.

(e) *Entire Agreement*. This Agreement constitutes the entire agreement between the parties hereto and supersedes any other agreements, understandings, negotiations, and discussions, either oral or in writing, expressed or implied, between the parties hereto.

(f) *Waiver of Breach.* Failure by either of the parties to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed a waiver or relinquishment of any right or power at any other time or times.

(g) *Severability.* Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

(h) *Modifications.* This Agreement may not be amended, altered, modified, or otherwise changed except in writing executed by all parties hereto and expressly stating that it is an amendment to this Agreement.

(i) *Headings.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation hereof.

(j) *Attorneys' Fees.* If any legal proceedings are commenced by the parties that arise out of or relate to this Agreement, the substantially prevailing party in such legal proceedings will be entitled to recover attorneys' fees and costs from the other party.

(k) *Governing Law; Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict-of-law principles, and each party irrevocably submits to the exclusive venue and jurisdiction of the Circuit Court of Clay County, Missouri, or the United States District Court for the Western District of Missouri, for the purpose of any suit, action, or other proceeding arising under this Agreement. Nothing herein shall be construed to prevent removal of a matter to federal court where permitted by law.

(l) *Notices.* All notices to be given or served hereunder, whether pursuant to the terms or this Agreement or any provision of law, shall be in writing signed by the party giving such notice, and shall be sufficiently given or served if sent by certified mail, return receipt requested, and addressed to the notice address for each party as set forth on the signature page hereto. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

(m) *Counterparts.* This Agreement may be signed in counterparts and each counterpart with a hand-written signature, whether an original or an electronic data text (including telegram, telex, facsimile, electronic data interchange and electronic mail) is considered an original and all counterparts constitute one and the same instrument.

[Signature Page Follows]

[Signature Page to Artwork Acquisition Agreement]

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

"City"

City of Liberty, Missouri,
a municipal corporation of the State of Missouri

By:____________________________

Name:__________________________

Title:___________________________

Date:___________________________

Address for Notice:

____
____
____
Attn:___________________________
Facsimile:_______________________

"Artist"

John E. Bannon

By: J.E.B.

Name: John E. Bannon

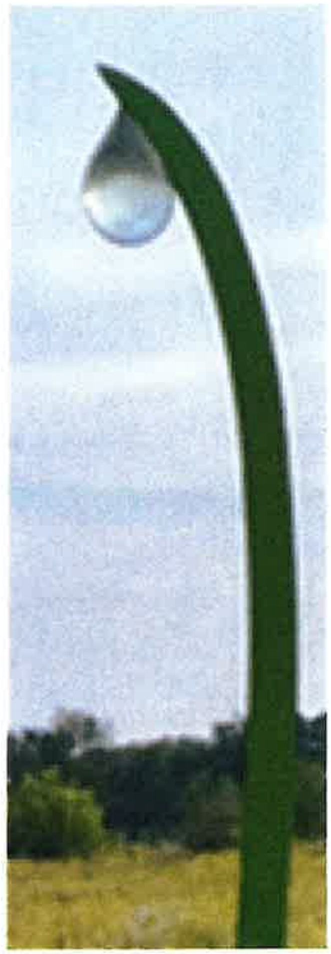
Title: Artist

Date: May 5, 2023

Address for Notice:

____
____
____
Attn:___________________________
Facsimile:_______________________

Exhibit A
Artwork
"Drop"



CITY COUNCIL
ACTION REPORT
Meeting Date: June 26, 2023
A/R No.: 2023-566

Department: Planning & Development

Submitted By: Jeanine Thill, Community Development Manager

Subject: ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION AGREEMENT FOR THE ACQUISITION OF ARTWORK FROM KIMBER FIEBIGER, TO BE USED FOR PUBLIC EXHIBITION

Summary:
Approval of a contract with artist Kimber Fiebiger to purchase a sculpture titled "C'est La Vie" for the City's permanent public art collection to be installed in a location to be determined. This sculpture is currently located near the City Hall Fountain on a bench and will be moved to it's permanent location on the new wall by the Kansas Street entrance to City Hall. With the addition of this and two others this year, the City's permanent art collection will consist of 13 sculptures, funded and maintained through the transient guest tax.

Background:
The City of Liberty's Arts Commission (LAC) invited artists to submit artwork for the annual Rotating Sculpture program. Per the Public Art Selection & Acquisition Policy, LAC appointed an Art Selection Panel to select the artwork. The Art Selection Panel issued a call for artists seeking original, three-dimensional works of art to be displayed for a one-year period within the downtown area. With funds from the Transient Guest Tax, the City of Liberty has the option to purchase at least one piece of art from the sculptures on display each cycle, which would become a part of the City's permanent art collection.

Previous Action (if applicable):
On April 17, 2023, the Liberty Arts Commission voted to purchase "C'est La Vie" to be installed in a location to be determined within the City limits.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:67.20.061.18.5601 Line Item:	Amount: $8,000 Amount:
	Revenue Line (if applicable):	Amount:
Non-	Line Item:	Amount:

Budgeted	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Cest La Vie Purchase
2. Signed Agreement Cest La Vie

Document No. ____

ORDINANCE NO. __________

AN ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION AGREEMENT FOR THE ACQUISITION OF ARTWORK FROM KIMBER FIEBIGER, TO BE USED FOR PUBLIC EXHIBITION

WHEREAS, the City has created the Revolving Sculpture Public Art Program (the "Program") for the submission and selection of public art to be displayed in certain designated areas in the City of Liberty; and,

WHEREAS, Kimber Fiebiger (the "Artist") has submitted the artwork titled "C'est La Vie" shown on Exhibit A attached hereto (the "Artwork") to be considered in the Program; and

WHEREAS, as part of the Program, the Liberty Arts Commission's Art Selection Panel has selected, and desires to purchase, the artwork upon the terms and conditions set forth in the Agreement;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a purchase and exhibition agreement by and between the City of Liberty, Clay County, Missouri and Kimber Fiebiger for the purchase of the artwork "C'est La Vie" in an amount not to exceed EIGHT THOUSAND AND 00/100 ($8,000.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement 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

Exhibit A
Artwork
"C'est La Vie"

ARTWORK PURCHASE AGREEMENT AUTHORIZING THE ACQUISTION OF ARTWORK FROM KIMBER FIEBIGER TO BE USED FOR PUBLIC EXHIBITION

THIS ARTWORK PURCHASE is made effective as of May 22, 2023 (the "Effective Date"), by and between the City of Liberty, Missouri, a municipal corporation of the State of Missouri (the "City"), and Kimber Fiebiger ("Artist").

WHEREAS, City has created the Public Art Program (the "Program") for the submission and selection of public art to be displayed in certain designated areas in the City of Liberty;

WHEREAS, Artist has submitted the artwork shown in **Exhibit A** attached hereto and incorporated herein (the "Artwork") to be considered in the Program;

WHEREAS, as part of the Program, City has selected the and desires to purchase the artwork upon the terms and conditions set forth in this Agreement;

WHEREAS, as part of the Program, Artist desires to contract with City for the sale of the artwork upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises, covenants, and payment contained in this Agreement, and for such other good and valuable consideration, the parties hereto agree as follows:

1. Sale. Artist agrees to sell the Artwork to City, and City agrees to accept the sale of Artwork, upon the terms and conditions set forth herein.

2. Compensation. In consideration for the purchase of the Artwork, City agrees to pay Artist Eight Thousand and 00/100 Dollars ($8,000.00) (the "Purchase Price"), which shall constitute full compensation for all services to be performed by Artist pursuant to this Agreement

3. Representations and Warranties.

(a) *Warranties of Title.* Artist represents and warrants that: (i) the Artwork is solely the result of artistic effort of Artist; (ii) Artist is the sole owner of the Artwork and all of the rights under copyright in the Artwork; (iii) Artist has full authority to sell the Artwork and grant the rights provided in this Agreement; (iv) the Artwork is unique and a one-of-a-kind original and does not infringe upon any copyright or other intellectual property, proprietary or property right of any person; (v) the Artwork contains no libelous, defamatory, or other unlawful material; (vi) the Artwork is free and clear of any liens from any source whatever; and (vii) Artist will deliver written authorizations for the use of any material owned by a third party and included in the Artwork, which authorizations are in form required or approved by City.

(b) *Warranties of Quality and Condition.* Artist represents and warrants that: (i) the fabrication and installation of the Artwork has been or will be performed in a professional and workmanlike manner; and (ii) the Artwork, as fabricated and installed, will be free of defects in material and workmanship.

City shall give written notice to Artist of any observed breach of any of the warranties in this Section 3 with reasonable promptness. At City's request, Artist shall, at Artist's sole cost and expense, cure reasonably and promptly the breach of any such warranty to the satisfaction of City.

Title; Ownership; Copyright. Upon sale of the Artwork, the City shall retain title to the Artwork and shall retain the ownership of copyrights in and to the Artwork and a worldwide, irrevocable, perpetual, royalty-free license to reproduce, distribute, perform, display and prepare the Artwork, reproductions thereof, and works derivative thereof (or portions of the foregoing) for any use and purpose whatsoever, including, by way of example, for use in printed or electronic form, in collateral materials and items such as, but not by way of limitation, brochures, magazines, rosters, video productions, catalogues, advertisements, on websites, and on all measure of items such as cups, glasses, and other promotional specialties. City and/or future owner shall not be required to pay any royalty to the Artist for separate reproductions that are donated or provided as gifts to other parties by City.

4. Personality Rights. Artist grants City the irrevocable right to use, publish, reproduce, create derivative works of, distribute, and publicly display Artist's name, photograph, likeness, and biography ("Artist's Name and Image"), in any form, media, or content, in connection with City's exercise of the rights granted in this Agreement. The grant to City contained in this Section 4 shall survive the termination of this Agreement. Artist releases City and waives any claims, demands, damages, losses, liabilities, and causes of action arising from conducting any of the above-authorized uses of the Artist's Name and Image by City, including, without limitation, any claims for copyright, moral rights, defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Artist's Name and Image.

5. Risk of Loss; Insurance. The risk of loss or damage to the Artwork shall be borne by Artist until the City's acceptance of the Artwork, and Artist shall take such measures as are necessary to protect the Artwork from loss or damage during the installation. In the event the Artwork becomes damaged, destroyed or becomes a danger to the public, the City shall repair or remove the Artwork. Artist accepts all risk associated with the Artwork being on display and hereby releases all claims and subrogation against City for any loss, damage or theft of the Artwork, however caused. Further, Artist hereby waives any right of claims against City for any injury to persons or property that may occur in the creation, installation, exhibition and removal of the Artwork.

6. Indemnity. To the fullest extent permitted by law, Artist shall indemnify, defend and hold harmless City, and its respective agents, employees, officers, administrators, successors, and assigns from and against all claims, injuries, damages, losses, costs, expenses, and liability, including but not limited to attorneys' fees ("Claims"), whether arising before, during, or after completion of Artist's services pursuant to this Agreement, caused by, arising out of, or resulting from (i) Artist's performance of Artist's obligations hereunder of whatever nature or (ii) Artist's breach of any representation or warranty herein.

7. General Provisions.

(a) *Relationship of the Parties.* Nothing in this Agreement shall be construed to create a joint venture, partnership, association, or like relationship between the parties.

(b) *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of Artist and City, as well as their heirs, personal representatives, successors and permitted assigns.

(c) *Assignment.* The work and services of Artist are personal and shall not be assigned or otherwise transferred without prior written consent of City. Any attempt by Artist to assign this Agreement or any rights, duties, or obligations arising hereunder without first obtaining City's prior written consent shall be void and of no effect.

(d) *Compliance with Laws.* Artist shall comply with all applicable city, county, state, and federal statutes, ordinances, and regulations.

(e) *Entire Agreement.* This Agreement constitutes the entire agreement between the parties hereto and supersedes any other agreements, understandings, negotiations, and discussions, either oral or in writing, expressed or implied, between the parties hereto.

(f) *Waiver of Breach.* Failure by either of the parties to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed a waiver or relinquishment of any right or power at any other time or times.

(g) *Severability.* Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

(h) *Modifications.* This Agreement may not be amended, altered, modified, or otherwise changed except in writing executed by all parties hereto and expressly stating that it is an amendment to this Agreement.

(i) *Headings.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation hereof.

(j) *Attorneys' Fees.* If any legal proceedings are commenced by the parties that arise out of or relate to this Agreement, the substantially prevailing party in such legal proceedings will be entitled to recover attorneys' fees and costs from the other party.

(k) *Governing Law; Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict-of-law principles, and each party irrevocably submits to the exclusive venue and jurisdiction of the Circuit Court of Clay County, Missouri, or the United States District Court for the Western District of Missouri, for the purpose of any suit, action, or other proceeding arising under this Agreement. Nothing herein shall be construed to prevent removal of a matter to federal court where permitted by law.

(l) *Notices.* All notices to be given or served hereunder, whether pursuant to the terms or this Agreement or any provision of law, shall be in writing signed by the party giving such notice, and shall be sufficiently given or served if sent by certified mail, return receipt requested, and addressed to the notice address for each party as set forth on the signature page hereto. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

(m) *Counterparts.* This Agreement may be signed in counterparts and each counterpart with a hand-written signature, whether an original or an electronic data text (including telegram, telex, facsimile, electronic data interchange and electronic mail) is considered an original and all counterparts constitute one and the same instrument.

[Signature Page Follows]

[Signature Page to Artwork Services and Acquisition Agreement]

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

"City"

City of Liberty, Missouri,
a municipal corporation of the State of Missouri

By:________________________

Name:________________________

Title:________________________

Date:________________________

Address for Notice:

____

____

____

Attn:________________________
Email:________________________

"Artist"

Kimber Fiebiger

By: Kimber Fiebiger

Name:________________________

Title: "Cest La Vie"

Date: May 3 2023

Address for Notice:
Soan of Art
3020 E Franklin av
Mpls Mn

Attn: Kimber
Email: Kimber@artbyKimber.com

Cs

1177338v1

Exhibit A
Artwork
"C'est La Vie"

CITY COUNCIL ACTION REPORT

Meeting Date: June 26, 2023
A/R No.: 2023-567

Department: Planning & Development

Submitted By: Jeanine Thill, Community Development Manager

Subject: ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION AGREEMENT FOR THE ACQUISITION OF ARTWORK FROM JIM WOLNOSKY, TO BE USED FOR PUBLIC EXHIBITION

Summary:
Approval of a contract with artist Jim Wolnosky to purchase a sculpture titled "Things are Getting Better" for the City's permanent public art collection to be installed in a location to be determined. The purchase price is the same amount as the one-year lease price. Therefore, the Arts Commission is recommending purchasing the sculpture for the city's permanent collection. With the addition of this and two others this year, the city's permanent art collection will consist of thirteen sculptures, funded and maintained through the transient guest tax.

Background:
The City of Liberty’s Arts Commission (LAC) invited artists to submit artwork for the annual Rotating Sculpture program. Per the Public Art Selection & Acquisition Policy, LAC appointed an Art Selection Panel to select the artwork. The Art Selection Panel issued a call for artists seeking original, three-dimensional works of art to be displayed for a one-year period within the downtown area. With funds from the Transient Guest Tax, the City of Liberty has the option to purchase at least one piece of art from the sculptures on display each cycle, which would become a part of the City’s permanent art collection.

Previous Action (if applicable):
On June 8, 2023, the Liberty Arts Commission voted to purchase “Things are Getting Better” to be installed in a location to be determined within the City limits.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:67.20.061.08.5389 Line Item0	Amount: $2,000 Amount:
	Revenue Line (if applicable):	Amount:
Non-	Line Item:	Amount:

Budgeted	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Things Are Getting Better
2. Signed Purchase Agreement Wolnosky

Document No. ____

ORDINANCE NO. __________

AN ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION AGREEMENT FOR THE ACQUISITION OF ARTWORK FROM JIM WOLNOSKY, TO BE USED FOR PUBLIC EXHIBITION

WHEREAS, the City has created the Revolving Sculpture Public Art Program (the "Program") for the submission and selection of public art to be displayed in certain designated areas in the City of Liberty; and,

WHEREAS, JIM WOLNOKSY (the "Artist") has submitted the artwork titled "DROP" shown on Exhibit A attached hereto (the "Artwork") to be considered in the Program; and

WHEREAS, as part of the Program, the Liberty Arts Commission's Art Selection Panel has selected, and desires to purchase, the artwork upon the terms and conditions set forth in the Agreement;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a purchase and exhibition agreement by and between the City of Liberty, Clay County, Missouri and JIM WOLNOSKY for the purchase of the artwork "Things Are Getting Better" in an amount not to exceed TWO THOUSAND AND 00/100 ($2,000.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement 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

Exhibit A
Artwork
"Things are Getting Better"

ARTWORK PURCHASE AGREEMENT AUTHORIZING THE ACQUISTION OF ARTWORK FROM JIM WOLNOSKY TO BE USED FOR PUBLIC EXHIBITION

THIS ARTWORK PURCHASE is made effective as of June 2, 2023 (the "Effective Date"), by and between the City of Liberty, Missouri, a municipal corporation of the State of Missouri (the "City"), and Jim Wolnosky ("Artist").

WHEREAS, City has created the Public Art Program (the "Program") for the submission and selection of public art to be displayed in certain designated areas in the City of Liberty;

WHEREAS, Artist has submitted the artwork shown in **Exhibit A** attached hereto and incorporated herein (the "Artwork") to be considered in the Program;

WHEREAS, as part of the Program, City has selected the and desires to purchase the artwork upon the terms and conditions set forth in this Agreement;

WHEREAS, as part of the Program, Artist desires to contract with City for the sale of the artwork upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises, covenants, and payment contained in this Agreement, and for such other good and valuable consideration, the parties hereto agree as follows:

1. Sale. Artist agrees to sell the Artwork to City, and City agrees to accept the sale of Artwork, upon the terms and conditions set forth herein.

2. Compensation. In consideration for the purchase of the Artwork, City agrees to pay Artist Two Thousand and 00/100 Dollars ($2,000.00) (the "Purchase Price"), which shall constitute full compensation for all services to be performed by Artist pursuant to this Agreement

3. Representations and Warranties.

(a) *Warranties of Title.* Artist represents and warrants that: (i) the Artwork is solely the result of artistic effort of Artist; (ii) Artist is the sole owner of the Artwork and all of the rights under copyright in the Artwork; (iii) Artist has full authority to sell the Artwork and grant the rights provided in this Agreement; (iv) the Artwork is unique and a one-of-a-kind original and does not infringe upon any copyright or other intellectual property, proprietary or property right of any person; (v) the Artwork contains no libelous, defamatory, or other unlawful material; (vi) the Artwork is free and clear of any liens from any source whatever; and (vii) Artist will deliver written authorizations for the use of any material owned by a third party and included in the Artwork, which authorizations are in form required or approved by City.

(b) *Warranties of Quality and Condition.* Artist represents and warrants that: (i) the fabrication and installation of the Artwork has been or will be performed in a professional and workmanlike manner; and (ii) the Artwork, as fabricated and installed, will be free of defects in material and workmanship.

City shall give written notice to Artist of any observed breach of any of the warranties in this Section 3 with reasonable promptness. At City's request, Artist shall, at Artist's sole cost and expense, cure reasonably and promptly the breach of any such warranty to the satisfaction of City.

Title; Ownership; Copyright. Upon sale of the Artwork, the City shall retain title to the Artwork and shall retain the ownership of copyrights in and to the Artwork and a worldwide, irrevocable, perpetual, royalty-free license to reproduce, distribute, perform, display and prepare the Artwork, reproductions thereof, and works derivative thereof (or portions of the foregoing) for any use and purpose whatsoever, including, by way of example, for use in printed or electronic form, in collateral materials and items such as, but not by way of limitation, brochures, magazines, rosters, video productions, catalogues, advertisements, on websites, and on all measure of items such as cups, glasses, and other promotional specialties. City and/or future owner shall not be required to pay any royalty to the Artist for separate reproductions that are donated or provided as gifts to other parties by City.

4. Personality Rights. Artist grants City the irrevocable right to use, publish, reproduce, create derivative works of, distribute, and publicly display Artist's name, photograph, likeness, and biography ("Artist's Name and Image"), in any form, media, or content, in connection with City's exercise of the rights granted in this Agreement. The grant to City contained in this Section 4 shall survive the termination of this Agreement. Artist releases City and waives any claims, demands, damages, losses, liabilities, and causes of action arising from conducting any of the above-authorized uses of the Artist's Name and Image by City, including, without limitation, any claims for copyright, moral rights, defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Artist's Name and Image.

5. Risk of Loss; Insurance. The risk of loss or damage to the Artwork shall be borne by Artist until the City's acceptance of the Artwork, and Artist shall take such measures as are necessary to protect the Artwork from loss or damage during the installation. In the event the Artwork becomes damaged, destroyed or becomes a danger to the public, the City shall repair or remove the Artwork. Artist accepts all risk associated with the Artwork being on display and hereby releases all claims and subrogation against City for any loss, damage or theft of the Artwork, however caused. Further, Artist hereby waives any right of claims against City for any injury to persons or property that may occur in the creation, installation, exhibition and removal of the Artwork.

6. Indemnity. To the fullest extent permitted by law, Artist shall indemnify, defend and hold harmless City, and its respective agents, employees, officers, administrators, successors, and assigns from and against all claims, injuries, damages, losses, costs, expenses, and liability, including but not limited to attorneys' fees ("Claims"), whether arising before, during, or after completion of Artist's services pursuant to this Agreement, caused by, arising out of, or resulting from (i) Artist's performance of Artist's obligations hereunder of whatever nature or (ii) Artist's breach of any representation or warranty herein.

7. General Provisions.

(a) *Relationship of the Parties.* Nothing in this Agreement shall be construed to create a joint venture, partnership, association, or like relationship between the parties.

(b) *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of Artist and City, as well as their heirs, personal representatives, successors and permitted assigns.

(c) *Assignment.* The work and services of Artist are personal and shall not be assigned or otherwise transferred without prior written consent of City. Any attempt by Artist to assign this Agreement or any rights, duties, or obligations arising hereunder without first obtaining City's prior written consent shall be void and of no effect.

(d) *Compliance with Laws.* Artist shall comply with all applicable city, county, state, and federal statutes, ordinances, and regulations.

(e) *Entire Agreement.* This Agreement constitutes the entire agreement between the parties hereto and supersedes any other agreements, understandings, negotiations, and discussions, either oral or in writing, expressed or implied, between the parties hereto.

(f) *Waiver of Breach.* Failure by either of the parties to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed a waiver or relinquishment of any right or power at any other time or times.

(g) *Severability.* Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

(h) *Modifications.* This Agreement may not be amended, altered, modified, or otherwise changed except in writing executed by all parties hereto and expressly stating that it is an amendment to this Agreement.

(i) *Headings.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation hereof.

(j) *Attorneys' Fees.* If any legal proceedings are commenced by the parties that arise out of or relate to this Agreement, the substantially prevailing party in such legal proceedings will be entitled to recover attorneys' fees and costs from the other party.

(k) *Governing Law; Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict-of-law principles, and each party irrevocably submits to the exclusive venue and jurisdiction of the Circuit Court of Clay County, Missouri, or the United States District Court for the Western District of Missouri, for the purpose of any suit, action, or other proceeding arising under this Agreement. Nothing herein shall be construed to prevent removal of a matter to federal court where permitted by law.

(l) *Notices.* All notices to be given or served hereunder, whether pursuant to the terms or this Agreement or any provision of law, shall be in writing signed by the party giving such notice, and shall be sufficiently given or served if sent by certified mail, return receipt requested, and addressed to the notice address for each party as set forth on the signature page hereto. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

(m) *Counterparts.* This Agreement may be signed in counterparts and each counterpart with a hand-written signature, whether an original or an electronic data text (including telegram, telex, facsimile, electronic data interchange and electronic mail) is considered an original and all counterparts constitute one and the same instrument.

[Signature Page Follows]

[Signature Page to Artwork Acquisition Agreement]

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

"City"

City of Liberty, Missouri,
a municipal corporation of the State of Missouri

By:____________________

Name:____________________

Title:____________________

Date:____________________

Address for Notice:

____

____

____

Attn:____________________

Facsimile:____________________

"Artist"

Jim Wolnosky

Signature: Jim Wolnosky

Name: Jim Wolnosky

Title: "Things Are Getting Better

Date: 6/2/23

Address for Notice:
12084 Angle rd
Batl, mi 48808

Attn:____________________

Facsimile:____________________

Exhibit A
Artwork
"Things are Getting Better"