



Agenda

City Council Regular Session

Monday, July 24, 2023 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. COUNCIL MEMBER HAROLD PHILLIPS

III. Roll Call

IV. Approve Minutes and Summaries

- A. REGULAR SESSION MINUTES OF MAY 8, 2023
- B. STUDY SESSION SUMMARY OF MAY 15, 2023
- C. REGULAR SESSION MINUTES OF MAY 22, 2022

V. Citizens' Participation

A. FARMERS MARKET WEEK PROCLAMATION

VI. Meeting Schedule

VII. Consent Agenda

- A. EMERGENCY PURCHASE OF A VACTOR COMBINATION TRUCK FROM KEY EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$460,624.14
- B. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR THE LIBERTY COMMUNITY CHORUS ANNUAL GALA EVENT TO BE HELD AT ST. JAMES CATHOLIC CHURCH LOCATED AT 309 S. STEWART ROAD, LIBERTY, MISSOURI ON WEDNESDAY, AUGUST 16, 2023

VIII. Public Hearings

- A. ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING 4.24 ACRES NORTH OF GARRISON ROAD BETWEEN HUGHES AND SOUTH WITHERS, SOUTH OF SOUTH LIBERTY PARKWAY TO M-1 "LIGHT INDUSTRIAL" DISTRICT FOR 781 LOGISTICS (P&Z Case 23-22R&PDP)

IX. Ordinances, Contracts and Resolutions

- A. ACKNOWLEDGEMENT OF VENDOR PAYMENTS FOR THE PERIOD OF JUNE 16, 2023 TO JUNE 30, 2023
- B. ACKNOWLEDGEMENT OF VENDOR PAYMENTS FOR THE PERIOD OF JUNE 30, 2023 TO JULY 14, 2023
- C. RESOLUTION APPROVING A PRELIMINARY PLAT FOR 781 LOGISTICS, 1 LOT ON 28.93 ACRES NORTH OF GARRISON ROAD BETWEEN HUGHES AND SOUTH WITHERS, SOUTH OF SOUTH LIBERTY PARKWAY, A

SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z Case 23-23PP)

- D. RESOLUTION APPROVING AN AMENDED PRELIMINARY DEVELOPMENT PLAN FOR A PROMINENCE APARTMENTS, 465 UNITS ON 20+/- ACRES AT THE NE CORNER OF SOUTH LIBERTY PARKWAY & PLUMMER RD., IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 23-24PDP-A)
- E. RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR A 125,000 SQ. FT. +/- ADDITION TO THE EXISTING BUILDING FOR ANIMAL HEALTH INTERNATIONAL AT 3155 HEARTLAND DRIVE IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 23-25FDP)
- F. ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR HEARTLAND MEADOWS, 15TH PLAT, LOT 3D IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 23-26FP)
- G. ORDINANCE AMENDING ORDINANCE NO. 11748. APPROVING A FIVE-YEAR AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING WITH CRAWFORD, MURPHY & TILLY, INC. (CMT) BY AUTHORIZING TASK ORDER NO. 2 IN AN AMOUNT NOT TO EXCEED \$38,905.00
- H. ORDINANCE APPROVING A CONTRACT FOR EQUIPMENT AND INSTALLATION SERVICES WITH MIKE HAGEN ELECTRIC FOR OVERHEAD SPORT COURT LIGHTING ADDITIONS AT THE NEW PICKLEBALL COURTS IN WESTBORO/CANTERBURY PARK FOR AN AMOUNT NOT TO EXCEED \$21,150.00
- I. ORDINANCE APPROVING AN AGREEMENT WITH THE STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY FOR THE 2023 AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS POLICE OFFICER GRANT
- J. ORDINANCE APPROVING AN AGREEMENT WITH 42 C.A.R.E.S., INC. TO PROVIDE BEHAVIORAL HEALTH SERVICES FOR FIRE DEPARTMENT MEMBERS AND THEIR FAMILIES IN AN AMOUNT NOT TO EXCEED \$5,544.00
- K. ORDINANCE ADOPTING AND APPROVING A REGIONAL RESOURCE SHARING AGREEMENT BY AND BETWEEN MID-AMERICA REGIONAL COUNCIL AND THE CITY OF LIBERTY, MISSOURI FOR EMERGENCY RESPONSE AND RECOVERY
- L. ORDINANCE APPROVING AN AMENDMENT TO ORDINANCE NO. 11672 APPROVING A CONTRACT WITH TRANSYSTEMS CORPORATION FOR CITY OF LIBERTY PROJECT 22-003, MO 291 HWY./BLUE JAY TRAFFIC SIGNAL AND STEWART/MO 291 HWY. INTERSECTION IMPROVEMENTS (FEDERAL AID PROJECT STBG-3392(407) BY ADDING INTERSECTION IMPROVEMENT WARRANT ANALYSIS

X. Other Business

XI. Miscellaneous Matters from City Administrator

XII. Miscellaneous Matters from Mayor and City Council

XIII. Adjournment

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



City Council Meeting

Regular Session Minutes

May 8, 2023

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on May 8, 2023, with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Gene Gentrup, who then led the pledge of allegiance.

III. ROLL CALL

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

Council Members Absent: Harold Phillips, Ward I

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Shawwna Funderburk, Chief Strategic Operations Officer
Vicki McClure, Finance Director
Andy Noll, Utilities Director
BJ Staab, Parks and Recreation Director
Jim Martin, Police Chief
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

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

IV. APPROVE MINUTES AND SUMMARIES

V. CITIZENS' PARTICIPATION

1. David Langston – 1920 Carter Ct. He is here to talk about Block 174. The City sold Block 174 to the Confederate Veterans by a Warranty Deed in 1900 and had it recorded at the county courthouse. Mr. Langston stated three years ago the City decided they didn't want to honor the Warranty Deed. Stop spending money.
2. Gieselle Fest – 1407 Lynette. She believes she is a historic preservationist. History is uncomfortable and inconvenient and she asks to please withdraw the lawsuit.

3. David Holtzclaw – 113 Kevin Street, Excelsior Springs, MO. Mr. Holtzclaw has family members buried in Block 174. His family has endured the pain for the last three years. Mr. Holtzclaw stated that the City of Liberty is attacking his family and that they killed his father in 2022.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

- A. MOTION TO PURCHASE A FORD F250 4X4 SUPER CAB PICKUP AND A FORD F250 4X4 CREW CAB PICKUP EXTENDED CAB FROM BLUE SPRINGS FORD FOR ANIMAL CONTROL IN AN AMOUNT NOT TO EXCEED \$104,906.00

Animal Control's two current vehicles (Ford F150 and GMC Sierra Van) are 10 years old and almost 20 years old respectively. Animal Control staff attempted to purchase two new vehicles in 2021 but no area dealerships were taking orders for government fleet vehicles that met the Animal Control vehicle specifications. In 2022, Blue Springs Ford and Crossley Ford were the only two area Ford dealerships taking orders for government fleet vehicles that met the Animal Control vehicle specifications. Staff submitted vehicle specifications to both dealerships. Blue Springs Ford submitted a pricing proposal for two vehicles and Crossley Ford was unresponsive. Staff reached out to Blue Springs Ford throughout 2022 and Blue Springs Ford did not allow the City to order vehicles until November 2022, with only a two-day window offered by the dealership for staff to place an order.

The vehicle order placed with Blue Springs Ford in November 2022 came with no guarantee that either vehicle would ever be built. Blue Springs Ford required a Purchase Order Request Form for \$104,906.00 for the City to order the vehicles. Blue Springs Ford informed us the national vehicle chip shortage has delayed these vehicles from being built. Fortunately, the Ford F250 4x4 Super Cab Pickup for \$51,464.00 has been built and requires full payment at this time. The Ford F250 4x4 Crew Cab Pickup Extended Cab for \$53,442.00 has not been built yet. Staff is requesting City Council approval at this time for payment of \$53,442.00 for the Ford F250 4x4 Crew Cab Pickup Extended Cab, if it is built.

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

Vote: Motion passed 7-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan

No: None

Abstain: None

VIII. PUBLIC HEARINGS

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

- A. ACKNOWLEDGEMENT OF VENDOR PAYMENTS FOR THE PERIOD OF APRIL 14, 2023 TO APRIL 28, 2023
Document No. 9602 was read.

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

Roll Call

Vote: Motion passed 7-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11768.

B. ORDINANCE AMENDING ORDINANCE NO. 11722, APPROVING A CONTRACT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR CITY OF LIBERTY PROJECT PW-CIP-23-003 2023 STREET MAINTENANCE PAVEMENT RESTORATION

The Ordinance corrects Ordinance 11722 by increasing the stated contract amount from \$838,315.00 to \$844,132.85. The Ordinance amends the existing contract by adding 16 new line items for the construction of turn lanes ("Withers Phase II") at the intersection of Withers and Holt. The Ordinance amends the existing contract with Superior Bowen by increasing the corrected contract amount from \$844,132.85 to \$1,082,007.15 for the inclusion of "Withers Phase II". The Ordinance amends Ordinance 11722 by increasing the authorized to spend amount from \$964,063.00 to \$1,225,725.00

Document No. 9603 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11769.

C. ORDINANCE AMENDING ORDINANCE NO. 11645, AMENDING AN AGREEMENT WITH JCI INDUSTRIES, INC FOR MBT 1 IMPROVEMENTS

Change Order 1: Replace PVC Header and relocate stainless piping. Ross construction (JCI sub-contractor) provided the quote and will be doing the work and purchasing the needed parts. The PVC header is what connects the membranes (filtering units) to pumps (pulls water from MBT tank). In normal operations, this header is submerged under sludge which prevents freezing issues. Due to MBT 1 not being in operation, the header froze and cracked, making the header inoperable and unrepairable, thus

requiring a new header. The new design of the header features a drain valve where it can be drained when not in service. MBT 1 is the site for the upcoming Kubota installation. The stainless-steel piping provides air to the diffusers. These air diffusers scour the MBTs to keep them from getting clogged. The current set-up was for the previous membranes and requires being relocated for the Kubota membranes. The cost for the PVC header installation and the stainless-steel piping relocation is \$49,550.00.

Change Order 2: Purchase/install MBR prescreen or MBT 1/future Kubota MBT. The fine screen or prescreen is installed on top of the Digester/MBT structure. The main function is to filter out debris before the sludge enters the Digester/MBT (Membrane Thickener). If this debris enters the Digesters/MBT, it could cause performance issues and/or equipment failure. The previous fine screen or prescreen was a different technology in which the screen itself was no longer supported by the supplier, meaning maintenance and replacement parts are not available. Due to this lack of support, the screen had major mechanical failure, rendering it unrepairable. The MBR prescreen (HydroDyne Screen) in this quote is a different technology and is backed by Kubota and Carollo engineering. Kubota representatives (JCI) stated that the screen works with the characteristics of Liberty's digester and they would honor the warrantee for the Kubota MBTs if this screen is selected due to the better design and performance of the MBR Prescreen. Any other screen presents a warranty issue for Kubota and questionable performance issues. Liberty contracted with Carollo Engineering Firm to aid in making the best decision for the equipment to be installed for performance and value for the City of Liberty. Carollo's recommendation is the HydroDyne screen.

The cost of the equipment and installation is \$430,031.00. The combined cost of this action is \$479,581.00. The MBR Prescreen, PVC header replacement, and stainless-steel pipe relocation are required before the Kubota MBTs start-up. Said equipment is needed to ensure the performance and integrity of the equipment. This is a Change Order to the MBT 1 improvement contract because these issues were unforeseen and will prevent the Kubota's MBTs from being started up.

Document No. 9604 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11770.

D. ORDINANCE AMENDING ORDINANCE NO. 11556 APPROVING A CONTRACT BETWEEN THE CITY OF LIBERTY AND VSM ENGINEERING FOR THE

MISSISSIPPI ST AND LIBERTY DR DESIGN PROJECT BY ADDING THE DESIGN OF A WATERMAIN ALONG MISSISSIPPI ST

City of Liberty project 21-025 "Mississippi St. and Liberty Dr. Sidewalks Design" was initiated after City staff received requests from citizens and elected officials to complete sidewalk improvements to bridge gaps in the city sidewalk system. At the February 28, 2022 City Council meeting, a design contract was approved with VSM Engineering for the design of sidewalk improvements at two locations which had been identified as priorities:

- Mississippi St. from Fairview Ave. to Maple St.
- Liberty Dr. from Midjay Dr. to Fairview Ave.

At the February 27, 2023 City Council meeting, the design contract was amended to increase the scope of work along Liberty Dr. to include the segment between Midjay Drive and Red Oak Lane.

Between February and March of 2023, the City of Liberty Utilities and Public Works Departments discussed ongoing and planned projects. During discussions, utilities made known the desire to replace the existing water main along Mississippi St. Replacement of the water main along Mississippi St. is required as it is undersized, outdated and requires frequent maintenance to stay operational.

In an effort to optimize interdepartmental coordination, the usage of city funds and to prevent unnecessary rework, Public Works and Utilities Departments determined to include the design of a watermain along Mississippi St. as part of the current contract with VSM. VSM engineering provided their qualifications for the design of the watermain to city staff. Finding VSM qualified for the additional scope, an amendment was negotiated. The amendment includes the design of a water main along Mississippi St. between Fairview Ave. to Maple St. The inclusion of this additional work within the current contract provides the following benefits, ensures the two projects are closely coordinated and do not conflict, utilizing survey data from the existing project for the added scope provides two separate projects with construction level plans at the same time

Document No. 9605 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11771.

E. ORDINANCE APPROVING AN AMENDMENT TO THE CODE OF THE CITY OF LIBERTY, MISSOURI, CHAPTER 25 – STREETS AND SIDEWALKS, ARTICLE IV- SIDEWALKS, SECTION 25-21

There are issues when the city isn't following the existing code. This can lead to other expectations that can arise based on the sidewalk conditions of the city. We currently don't have the staff available to inspect all of the sidewalks within the City. The expansion of the City and the amount of sidewalk has changed over the years since this section of the Code was implemented in 1931 and even with changes from December 22, 1975.

Current Code Section 25-21 references that "at least once each calendar year" sidewalks will be inspected. We are removing the annual inspection requirement from the current Code.

Document No. 9606 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11772.

X. OTHER BUSINESS

Sherri McIntyre, Public Works Director, stated that they have a couple projects in the works for 291 Highway. With the first project to install a signal at 291 Highway and Blue Jay Drive and as part of that project, Sherri stated they are going to try and eliminate movement at Stewart and 291 Highway with a backup plan of removing all left turns at Stewart as a minimum for any changes coming. Sherri stated there will be a public meeting in June to get comments and feedback. She indicated they are putting together a stakeholder team of all of the businesses in the Triangle and those businesses along 291 Highway from Kansas north. The second project per Sherri, is that they are going to be applying for a grant for a Safety Analysis of the entire City especially at 291 Highway and high accident locations.

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 7:24 p.m.

Mayor

Attest:

Deputy City Clerk

City Council Meeting

Study Session Summary

May 15, 2023

I. CALL TO ORDER

A study session meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on May 15, 2023 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. ATTENDANCE

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

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Shawwna Funderburk, Chief Strategic Operations Officer
Amy Blake, HR & Risk Management Director
BJ Staab, Parks & Recreation Director
Jimmy Gibbs, Assistant Parks & Recreation Director
Katherine Sharp, Planning and Development Director
Mike Peterman, City Planner
Jeanine Thill, Community Development Manager
Sherri McIntyre, Public Works Director
Jim Martin, Police Chief
Andy Noll, Director of Utilities
Wade Thomas, Director of Technology & Logistics
Sarah Ranes, Deputy City Clerk

Public Present: 16 members of the public

III. TOPIC OF DISCUSSION: Liberty, Missouri Elected Officials Training

Amy Blake, HR and Risk Management Director introduced Joe Bond from Cunningham, Vogel & Rost, P.C. who presented the Elected Officials Training.

A. Overview:

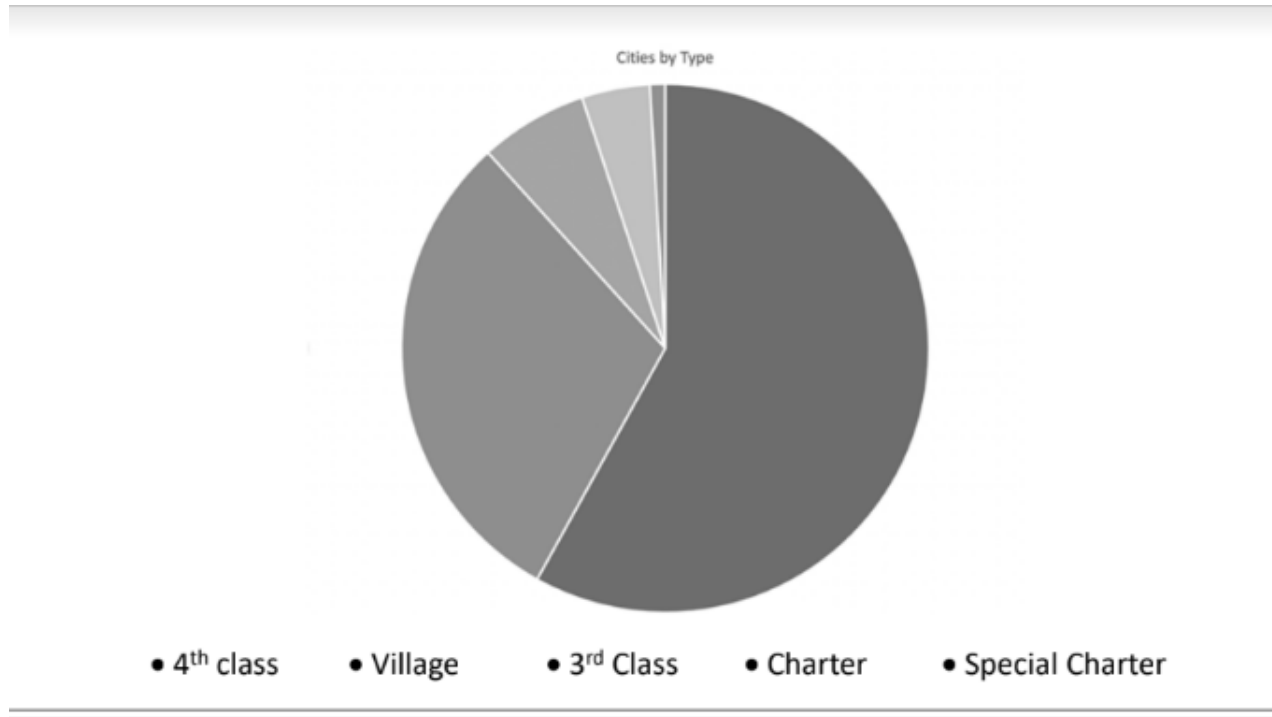
- City of Liberty Form of Government – Authority and Limitations
- Land Use
- Meeting Protocol
- The Sunshine Law and Social Media
- Ethics and Conflicts of Interests
- Miscellaneous

B. Liberty, Special Charter City – Authority and Limitations:

- Not all cities are equal. Just because one city in our area enacted a law, does not mean our City can enact that same law.
- Missouri statutes classify municipalities on the basis of population.
- Third class, fourth class or villages based on population at the time of incorporation.
- Limit the form of government options per classification.
- No automatic change in classification with a gain or loss of population.
- Change classification only when approved by majority vote.

Types of Municipalities

Class	Population Requirement	Form of Government	Missouri Total Number
Village	Less than 500	Board of trustees	260 (approx.)
4 th Class	500-2,900	Mayor/board of alderman Mayor/city administrator/alderman	500 (approx.)
3 rd Class	3,000-29,999	Mayor/council Mayor/city administrator/council Council/Manager Commission	57
Constitutional Charter	More than 5,000	To be decided by the people	36
Special Charter	No requirement	As set forth in the individual special charter	7



Types of Municipalities

C. Liberty is a Special Charter City:

- A special charter is a guiding piece of legislation outlining the general powers of the City. This document outlines the duties and authority of the City.
- There are 7 municipalities, including Liberty, that operate under Special Charter status.
- Special Charters were granted by the Missouri General Assembly from 1821 to 1875. The 1875 Missouri Constitution prohibited the granting of additional special charters, or of amending special charters.
- Liberty could, upon a vote of the people, decide to relinquish its special charter, and due to its population would become a 3rd Class City.
- Liberty could also elect to relinquish its special charter and vote to frame up a Constitutional Charter.
- Generally speaking, the authority provided for within the Special Charter would be valid so long as it does not Prohibit what state law Permits or Permit what state law Prohibits.
- In instances where the Special Charter is under-inclusive as to powers, Chapter 81 of the Revised Statutes of Missouri ("RSMo.") govern.
- Additionally, certain Chapters of the state statutes, such as Chapter 89 on Zoning and Planning, also apply to the City.

D. Sources of City Authority:

- Dillon's Rule vs. Special Charter
- State Statute
- Local Ordinances
- State Courts

E. Power as a Collective:

- Council is empowered by voters to collectively make decisions in the best interest of the city.
- An Individual council member generally has no authority to act alone.
- It's only collectively that Council has authority to make laws, formulate policies, speak for the City, etc.

F. Qualifications for Officials–Article II, Section 2 (Council Members and Mayor):

- At least 21 years of age
- Two-year residency in City prior to election
- Resident of ward from which he/she is elected
- U.S. Citizen
- Oath of Office
- Not owing City or State taxes or "Municipal User Fees"
- Found in State Law, not Special Charter

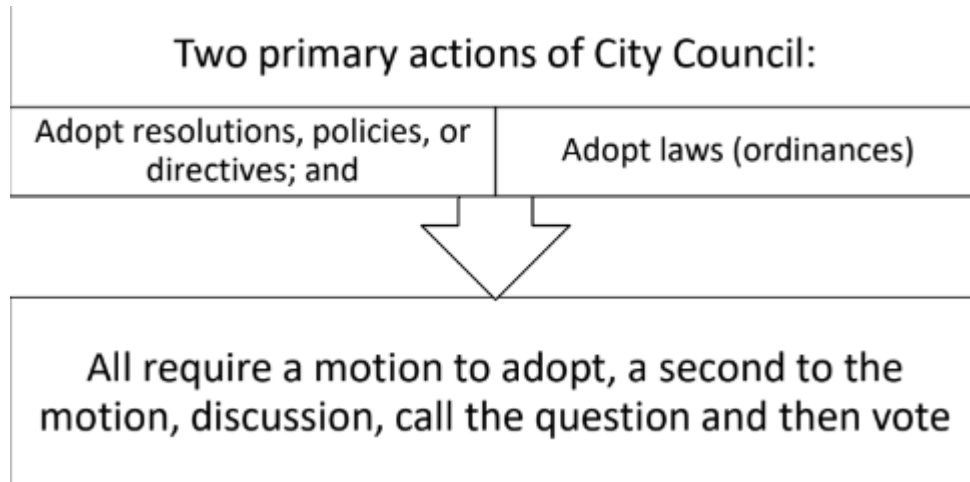
The Mayor's Duties:

- The Mayor, or the President Pro Tem in the Mayor's absence, runs all Council meetings.
- The Mayor shall sit in the Council, preside over the Council, and vote only in the case of a tie.
- The Mayor shall exercise general supervision over all the officers and affairs of the City.
- The Mayor is to communicate with the Council information relative to the state of the City and shall recommend to Council's consideration such measures expedient for the advantage of the City
- The Mayor also signs all commissions and appointments and approves all official bonds unless an ordinance otherwise prescribes.

President Pro Tem:

- President Pro Tempore is established in Art. II, Section 4:
- The council, in the absence of the mayor, shall elect one of them to be President Pro Tem of the council; and the President Pro Tem thus elected shall, during the absence from the city of the mayor, or a vacancy in the office, or of the inability of the mayor to serve, perform all duties of mayor.
- Unique from other cities in that it is unclear if the President Pro Tem is elected each meeting, or is an office of sorts with a term.

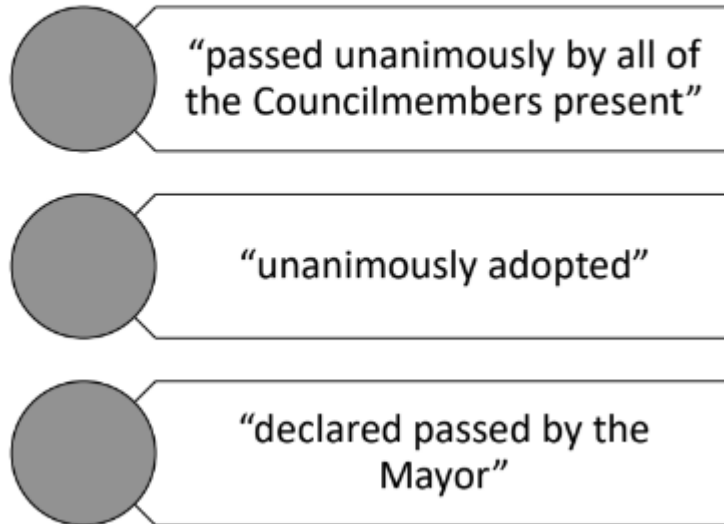
Passing Legislation:



G. Ordinances - How a Local Government Does Business:

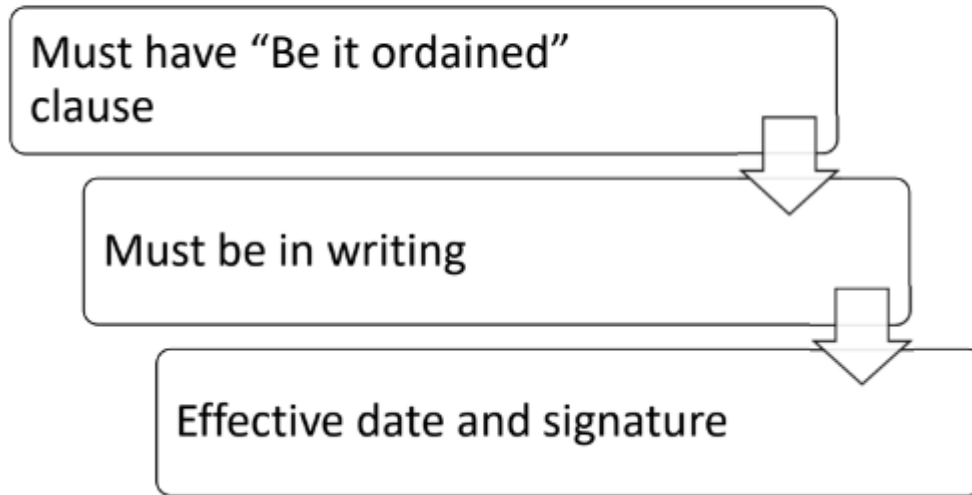
- Courts – Ordinance not validly passed for failure to record the vote, i.e., the ayes and nays on final passage in the minutes.
- Sunshine Law also requires the recording of Ayes & Nays for passage of an Ordinance – 610.020.7 RSMo.
- **Minutes:**
 - Why and When – explain the reason; tell the story
 - Political (e.g., medical marijuana)
 - Legal (recite that required hearings were held)
 - Road Map (GPS) for future city officials/officers
 - Minutes Best Practice—Minutes are designed to be a record of what happened.
 - Record motions/votes
 - General actions/discussion topics
 - Policies
 - Minutes do not have to be transcript of the meeting.

Examples of defective or insufficient minutes:



- Article III, Section 1, Power 36. The style of the Ordinances of the city shall be: “Be it ordained by the city council of the City of Liberty.”
- Article III, Sec. 1 35th.—Every Ordinance or Resolution passed by the city council shall be signed by the mayor or president pro tem of the council, and attested by the clerk of the city council before it shall have or take effect; provided, however, that, if the mayor shall neglect or refuse to sign such resolution, order or ordinance within two (2) months after it shall have been passed by the city council, then the same is become as valid as if it had received the approval of the mayor and attestation of the city clerk; and in the event that the mayor shall veto any measure whatever passed by the city council the same may be passed over his veto, by a vote of two-thirds of the whole council.
- Article III, Sec. 1 37th.—All ordinances passed by the city council, within thirty (30) days after they become laws, shall be published in pamphlet form, or in some newspaper printed in the City of Liberty, in the discretion of the city council; but the failure to publish any ordinance within the time specified in this section, shall not render void or affect the validity of any such ordinance, unless such delay may cause such ordinance to act retrospectively on the rights of individuals.
- Article III, Sec. 1 38th.—All ordinances of the city may be proved by the seal of the present city corporation, and when such ordinance or ordinances have been published by authority of the corporation, they shall be received as evidence in all courts and places, without further proof.

The Law



- Mayor's Veto Authority Article III, Sec. 1, Power 35 - The Council can override a veto by a 2/3 majority vote of the whole Council (members-elect).
- **Ordinance Good Practices:**
 - Establish liability and payment limit in authorizing ordinances and contracts.
 - Authorize signing, don't direct...unless you mean it.
 - Authorize "in substantially" the form as to provide some minimal flexibility.
- **Resolution vs. Ordinance:** partial list of laws requiring an Ordinance.
 - Approval of an Intergovernmental agreement
 - Approval of an agreement between the city and elected or appointed official of another city.
 - Approval of a plat.
- H. **Liberty Administration – City Administrator Form:**
 - Per City Code (Chapter 2, Art. IV, Division 1A), the City Council has established a City Council/City Administrator form of government.
 - Under this form, Mayor with advice and consent (majority vote) of the City Council, appoints the City Administrator.
 - The City Administrator then manages the day-to-day affairs of the City:
 - Per City Code Section 2-56(1)(f), the City Administrator is to advise and recommend appointment or dismissal of department heads, but department heads and the City Administrator appear to be the only employees that the City Council has direct hiring/firing authority over.
 - Other subordinate employees of individual City departments are subject to hiring and firing from the City Administrator in conjunction with the appropriate department head.

I. **Land Use:**

Sources of
Authority

Dillon's Rule

- Followed by 40 of 50 states today, including Missouri
- Local governments can only exercise powers that the state government expressly grants to them, or that are implied from the express authority

State law

- Chapter 89 RSMo. – "Planning and Zoning" – Determines the scope of Liberty's authority over city planning and zoning related matters
- Requires adoption of a Comprehensive Plan and appointment of a Planning & Zoning Commission to implement the plan

Local ordinances

- Chapter 30 – Unified Development Ordinance also helps dictate the zoning authority, supplementing Ch. 89 RSMo.

State courts

- Have some impact on the authority because some decisions made via zoning can be appealed to the state courts and potentially overturned

• **Importance of the Comprehensive Plan:**

- Courts look at local adherence to and consistency with adopted comprehensive plan as a factor in reasonableness of zoning J.R. Green Properties v. City of Bridgeton, 825 S.W.2d 684 (Mo. App. 1992).
- Plan authorizes City to prohibit building over planned streets "carefully determined and accurately delineated on maps." §89.480 RSMo.
- Plan may trigger review of proposed public improvements. §89.380 RSMo.
- Street Plan requires location of streets only in compliance with Plan. (see §89.460 RSMo. for many exceptions)

• **Plan Adoption/Amendment Procedures:**

- § 89.360 RSMo. gives authority to amend or add new sections to the Comprehensive Plan
- To make a change, the following are required:
 - Hold a hearing, and give published notice at least 15 days beforehand
 - Pass a resolution by majority vote of the full membership of the Planning & Zoning Commission
 - Record the approved action, signed by the P&Z Commission Secretary
 - Certify a copy of the record to the City Council and Municipal Clerk

- File copies in the offices of the:
 - P&Z Commission
 - County Recorder of Deeds
 - Municipal Clerk
- **Zoning Definitions** – Local law controlling the use of land.
- Zoning is implemented mainly through the following:
 - **Official Zoning Map**
 - **Zoning Ordinances** – Chapter 30 – Unified Development Code
 - **Article VII** – Zoning Districts (§ 30-41 through 30-69.12):
 - Set out different zoning districts
 - “R-1A: Single-Family Residential,” “C-1: Neighborhood Business,” etc.
 - **Use-Specific Ordinances:**
 - Article XII Wireless Communications Facilities Code (§ 30-82 through 30-82.8)
 - **Permits/Individual Approvals:**
 - Special Use Permits (30-25 through 30-25.6)
 - Temporary Use Permits (30-26 through 30-26.3)
 - **Key Zoning Issues:**
 - **“Spot” Zoning** – the rezoning of a single parcel that benefits a private party, to the detriment of the public interest as a whole – an “unreasonable” zoning of a small area.
 - **Vested Rights/Legal Non-Conforming Uses** – a use that lawfully existed at the time the ordinance became effective but does not fully conform to the requirements of the ordinance.
 - **Planned Zoning** – site-specific zoning that waives or imposes requirements to address specific issues.
 - **Special Use Permits** – not a rezoning; rather an “evidentiary” permit under existing zoning.
 - **Zoning “Runs with the Land”** – annexation does not automatically change or implement zoning; zoning stays until affirmatively changed by required process.
 - **Procedures for Amending Zoning Code:**
 - Procedures are **mandatory**. §“Where the enabling statutes are not complied with, the ordinance is invalidly acted and cannot be enforced.” State ex. rel. Casey’s General Stores, Inc. v. City of Louisiana, 734 S.W.2d 890, 895 (Mo. App. E.D. 1987).

- Public hearing and at least 15 days' notice of hearing shall be published in an official paper or a paper of general circulation in the City §89.050 RSMo.
- Protests require 2/3 vote of governing body for approval.
- Protest is a petition “acknowledged” by owners of 30% or more in or within 185 feet from the boundaries of the district proposed to be changed §89.060 RSMo.
- **Decision Making Factors:**
 - Factors that can be considered in a rezoning (per City Code Section 30-24.3):
 - Conformance to comprehensive plan and other adopted planning policies of the City.
 - Effect of proposed rezoning will have on properties in the general vicinity.
 - Extent to which public facilities and services are available and adequate to meet the demand generated by the proposed use.
 - Factors that are impermissible or not controlling:
 - Competition
 - Highest and best use (\$) of the property
 - Personal financial hardship
 - Others...
- **Zoning Standards:**
 - Rezoning decision are “legislative” in nature.
 - Presumption favors the legislative determination. Reviewing courts will defer to any decision that is reasonable or where the issue is “fairly debatable.”
 - Reviewed based on existing zoning not proposed zoning.
 - National Super Markets, Inc. v. Bellefontaine Neighbors, 825 S.W.2d 24, 26 (Mo. App. E.D. 1992) - “It is not the province of the court to determine the proper zoning but only if the present zoning is reasonable.”
- **Versus: Standards for Administrative Land Use Decisions (Special Use Permits):**
 - Substantial evident needed.
 - Accordingly, more limitations on administrative decisions.
 - Must have established criteria to consider.
 - Constrain review to established criteria.
 - Includes Special Use Permits, sign plan and specific site plan reviews.

- **Subdivision Definition:**

- Subdivision may occur by recording of:
 - § Deed (metes and bounds or other legal description)
 - § Recorded Plat (and deeds referencing numbered plat lots)
- 2 Sources of Authority:
 - §89.300 et seq. RSMo. (subdivision and planning)
 - §445.030 RSMo. (historical plat act)

- **Subdivision Purpose:**

- Ensure public facilities impacted/required by subdivision are addressed:
 - Roads (easements; ROW)
 - Utilities
- Ensure dedication of land for other public uses
- Public Safety
- Implementing planning document
- Certainty of property boundaries (platting)

- **Initial Adoption and Amendment §89.410.1 RSMo.:**

- The P&Z Commission shall recommend Regulations.
- City Council adopts the Ordinance
- “Duly Advertised” Public Hearing required to be held by the council §89.410.7 RSMo.

- **Constitutional & Statutory Limitations on Local Authority:**

- Takings
 - Impact Fees
 - Land Dedications
- Free Speech
- Free Exercise/RLUIPA
- Medical and Recreational Marijuana
- Intergovernmental Conflicts
- Telecommunications Towers
- Utilities
- Other limitations

J. How to Run a Meeting – Robert’s Rules of Order and Meeting Protocol:

- **How to Make a Motion:**

- Member obtains recognition by the Chair
- Member states the motion
- Another seconds the motion
- Chair should restate the motion
- Motion is then debated

- Vote is taken
- Chair announces the result of the vote
- **Robert's Rules of Order:**
 - Robert's Rules is a set of rules for conducting business at meetings and public gatherings.
 - All members have equal rights
 - Full and free discussion is essential for decision-making
 - Logical precedence governs order of discussion
 - Only one question considered at a time
 - Members may not question the character or motives of other members
- **Rules of Debate:**
 - Except as provided in the Rules, members must be recognized by the Mayor before speaking
 - Technically, discussion is not permitted unless there is a motion on the floor
 - No person should have a chance to speak more than once until everyone has been given a chance to speak one time
 - If an item comes up in discussion that is not related to the motion on the floor, the Mayor or other member has the right to call it "out of order" or call "point of order"

K. Sunshine Law:

- Chapter 610 RSMo., Missouri's open meetings and records law, opens governmental records, meetings, & votes for public access.
- Basic intent is, "It's the public policy of this state that meetings, records, votes, actions, and deliberations of public governmental bodies be open to the public unless otherwise provided by law" § 610.011 RSMo.
- Some records, meetings and votes can be "closed" to keep them confidential.
- Liberally construed in favor of disclosure and openness.
- The Sunshine Law does not create a right to speak at a public meeting, effect how long a city must retain a record or require providing information or answer questions.
- **Definition of a Public Meeting** – any meeting of a public governmental body at which any public business is discussed, decided or publicly formulated whether corporeal or by means of communication equipment.
- **What is a "Public Governing Body"?** – this means the City Council. But also includes any group created by the Council to provide recommendations to the Council or make decisions:
 - Board of Adjustment
 - Planning and Zoning Commission
 - Park Board/Commission
 - Historic Preservation Commission

- Subset of Council established by the Council (i.e., if Council votes for four members of Council to constitute a committee to study and make recommendations to entire Council).
- **What is a Meeting?**
 - For a meeting, look at whether a Quorum exists – one more than one half but applies to less than a quorum where a group is attempting to circumvent the Sunshine Law by having multiple mini meetings.
 - “Includes a public vote of all or majority of members of Council by electronic communication or any other means, conducted in lieu of holding a public meeting”. 610.010(5) RSMo.
- **What is Not a Meeting?**
 - Does not include informal gatherings for ministerial or social purposes when there is no intent to avoid the purposes of the Sunshine Law. 610.010(5) RSMo.
- **Typical Meeting Format:**
 - Consent Agenda
 - Public Hearings/Citizen’s Participation
 - Resolutions and Ordinances
 - Miscellaneous Matters/Staff Reports
 - City Council Reports
- **Consent Agenda:**
 - Consent Agenda is established to address non-controversial items, such as approving the agenda, bills, minutes, appointments, and potentially small contracts.
 - Consent Agenda is not an attempt to obfuscate City business or hide City financials—all of which would be public records.
 - Typically, any member of the City Council may move to remove an item from the consent agenda for individual discussion to be adjudicated later in the meeting
- **Public Hearings and Citizens’ Participation:**
 - Public Hearings are an opportunity for the public to come comment on certain matters, typically zoning issues.
 - During these public hearings, members of the public are invited to speak or bring in evidence germane to the reason for the public hearing.
 - Public Hearings differ from Citizens’ Participation, in that Citizens’ Participation during meetings is only available during certain parts of the meeting, and is guided by specific decorum rules (such as time limits on comments).

- It is generally recommended, for the steady administration of City Council meetings, that public comment not become a question-and-answer session with the City Council.
- **Notice Requirements per 610.010(5) RSMo.:**
 - Time, date, place and tentative agenda.
 - If conducted by phone/electronically, must identify mode and designate location where public may observe/attend.
 - If meeting by Internet chat, message board, or other computer link, must also post notice on your web site and notify public how to access meeting.
 - Agenda provides a tentative description of what will be discussed at the open meeting.
 - If planning on going into closed session, place notice of such on the agenda with citation to reason governing body is closing the meeting.
- **Time of Notice:**
 - Section 610.020.2 – Notice “shall be given at least 24-hours, exclusive of weekends and holidays when the facility is closed”.
 - Section 89.050 – 15-day hearing notice requirement for zoning matters.
 - Section 67.2725 – 4 day’s notice for meetings where eminent domain or taxes are discussed.
 - Note, 610.020.4 allows meetings on less than 24 hours’ notice for “good cause”.
- **Closed Meetings Procedures & Limitations:**
 - Reason for closure must be included in motion to enter into closed session and in open meeting minutes.
 - Affirmative roll call vote by majority of quorum of governmental body is required.
 - All votes taken in closed session must be by roll call.
 - May only discuss the topic(s) for which they voted to close meeting & which were posted on tentative agenda (unless good cause).
- **Authorized Reasons to Close per 610.021 RSMo.:**
 - Litigation/legal advice (1)
 - Leasing, purchase or sale of real estate (2)
 - Hiring, firing, disciplining or promoting of particular employees (3)
 - Individually identified personnel records (13)
 - Labor Negotiations (9)
 - Otherwise protected by law (14)

- **Hiring, Firing, Disciplining or Promoting of Particular Employees:**

- AG OPINION NO. 77-92, Elected officials are not “employees”.
- AG OPINION NO. 184-89, Appointments of volunteers to citizen boards are not eligible for closed session.

- **Video Meetings:**

- Attorney General said member can participate in roll call vote if participating via video-conference and quorum can be met by counting those in physical attendance or participating via videoconferencing.
- Elected member’s video must be working so that member can be seen to vote via roll call and count towards quorum.

- **Votes, How Taken Per 610.015 RSMo:**

- All votes taken by roll call in meetings of a public governmental body consisting of members who are all elected shall be cast by members of the public governmental body who are physically present and in attendance at the meeting or who are participating via videoconferencing.

- **When Roll Call Is Required:**

- To go in closed session.
- Any vote taken in closed session.
- To pass an ordinance.
- Whenever specified number of votes are required.
- Issue is important.

- **Ordinance v. Motion:**

- **Ordinance:** requires majority of elected members of the Council. If voters elect 8 members, no matter what, need 5 to vote in affirmative for passage. Does not matter if have vacancy or if someone is absent.
- **Ordinance Voting: Abstentions:**
- ROBERT’S RULES say that an abstention can be counted with the majority but that rule does not apply where a statute governs voting requirements.
- “[a]n abstention is not a favorable vote” and thus cannot be counted. Braddy v. Zych, 702 S.W. 2d 491, 495 (Mo.App. 1985).
- **Motion** generally requires simply majority of those present. Number for passage will change based on number present. If an 8-member Council, and two are absent, a motion can pass 4-2.

- **Minutes – Open & Closed per 610.020 & 610.015 RSMo.:**

- A journal or minutes of open and closed meetings shall be taken and retained by the public governmental body, including, but not limited to, a record of any votes taken at such meeting.

- When a roll call vote is taken, the minutes shall attribute each "yea" and "nay" vote or abstinence if not voting to the name of the individual member of the public governmental body.
- Shall include the date, time, place, members present, and members absent.
- **What is a "Public Record":**
 - 610.010. Definitions. As used in this chapter, unless the context otherwise indicates, the following terms mean:
 - (6) "Public record", any record.
 - Whether written or electronically stored.
 - Retained by or of any public governmental body.
 - Including any report, survey, memorandum, or other document or study prepared for the public governmental body by a consultant or other professional service paid for in whole or in part by public funds.
 - Including records created or maintained by private contractors under an agreement with a public governmental body or on behalf of a public governmental body.
- **What is not a "Public Record":**
 - (6) "Public record", shall not include any internal memorandum or letter received or prepared by or on behalf of a member of a public governmental body consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of said body.
 - Unless such records are retained by the public governmental body or presented at a public meeting.
- **Record Retention:**
 - Not governed by the Sunshine Law.
 - Section 109.255 RSMo. designates authority for determining document retention schedules to the Local Records Board.
 - A "public record" under the Sunshine Law and a "record" falling under the retention requirements are not necessarily the same thing.
 - Record retention schedules available online at the Secretary of State's website: <http://www.sos.mo.gov/archives/localrecs/schedules/>
 - No penalty for violating record retention policies.
- **E-Mail Communications per 610.025 RSMo:**
 - Any member who transmits any message relating to public business by electronic means shall also concurrently transmit that message to either the member's public office computer or the custodian of records in the same format.
 - Only when sent to a majority of Council.

- **Text Messages/Emails During a Meeting:**

- Are they public records?
- Private phone/account versus City phone/account.
- Law settled in some other states.
- Law unsettled in Missouri.

Relevant closed records

Vote or settlement agreement related to legal actions, cause of actions, or litigation (1)	• But such shall be made public upon final disposition of the matter
Real estate contract (if being made public will effect negotiation)	• Real estate contracts (purchase, sale or lease) must be made public on execution (2)
Individually identified personnel records, performance ratings, etc. (13)	• Only exceptions: • Name, position, length of service, and salary • Final decision to fire, hire, promote or discipline employee must be made public within 72 hours
Sealed Bids (12)	• Until opened, then public
Confidential or privileged communications with auditor (17)	• Final audit reports are public

- **Relevant Closed Record Continued per 610.021 RSMo.:**

- Personal identification numbers and credit card numbers (22).
- Specifications for competitive bidding (11) until such are published for bid or officially approved.
- Software codes for electronic data processing, operational guidelines and policies developed for law enforcement, existing or proposed security systems and structural plans (21).
- Records relating to scientific and technological innovations in which owner has proprietary interest (15).
- Confidential or privileged communications with attorney; attorney work product in anticipation of litigation (1).
- Records protected by disclosure of law (14).

- **Open or Closed:**

- A public governmental body which is in doubt about the legality of closing a particular meeting, record or vote may...
 - Bring suit at the expense of that public governmental body in circuit court to ascertain the propriety of such action,
 - Note: City will be paying both its attorney's fees and requester's attorney's fees. See City of Byrnes Mill v. Limesand, NO. ED 107847

(Feb. 2020) ("The Supreme Court of Missouri has interpreted this statute to mean that the public governmental body bringing the declaratory-judgment action must shoulder the costs for both itself and the party against whom it filed suit.")

- Seek a formal opinion of the Attorney General.
- Seek a formal opinion from attorney for the governmental body.

- **Policy Disclaimer:**

- What about City databases on the City's computer containing residents' names, addresses & phone numbers - Public record?
- Employee lists, name address and phone number - Public record?
- Can residents request confidentiality of their information when submitted to a governmental body?
- E-mails. Should they be deleted? What should be saved and for how long?
- Personal e-mails.

- **Custodian Issues Per 610.023 and 610.028 RSMo.:**

- Must appoint a custodian to be responsible for records and make available records for inspection/ copying.
- Shall provide a reasonable written policy regarding "release of information on any meeting, vote, or record" in compliance with 610.010-.030.

- **Policy Should Also:**

- Provide method for records management
- Designate closed records
- Provide rules for virtual meetings

- **Records Requests Per 610.023 RSMo.:**

- Respond "as soon as possible, but in no event later than the end of the third business day following the date the request is received".
- **IF NOT** producing records at end of third business day, give a "detailed explanation of the cause for further delay" **and give the place and earliest time and date the records will be available.**
- Records to be provided in the format requested (if available).

- **Exempt/Nonexempt Materials:**

- If record contains information that is both exempt and non-exempt from disclosure, there is a duty to separate out the exempt and make the non-exempt material available.

- **The City's Policy is Your Shield per 610.028.2 RSMO.:**

- Any member or employee of the public governmental body who complies with a written policy is not guilty of a violation of Sunshine Act or subject to civil liability for any act arising out of following the written policy.

- **Violations and Court Actions:**

- If court finds City violated sunshine, court may declare the action taken void.
- If court finds the governing body or member knowingly violated sunshine, the court:
 - Shall subject member or governing body up to \$1,000 fine
 - May order the member or governing body to pay all costs and reasonable attorney fees.
- If court finds that governing body or member purposefully violated sunshine, the court shall:
 - Subject member or governing body up to \$5,000 fine.
 - Order the member or governing body to pay all costs and reasonable attorney fees.

- **Best Practices:**

- Bring Sunshine Book to meetings.
- Have a clear, strong policy; review periodically.
- Adopt practice of writing time of posting on agenda to prove 24-hour compliance.
- When posting agenda, if must amend, label the agenda as amended.
- Do not answer questions under the Sunshine Law; never answer legal questions.
- Do not create new records to respond to a request.
- Use forms to avoid disagreement about request – clerk may fill out if necessary to confirm request. Send request form back with production
- Get payment up front for large requests to ensure understand costs and encourages requester to limit scope of request to reduce costs (ensure policy allows this).
- Redact social security information.
- Remember the “reasonable clerk standard”.
- Only go into closed session when really need to not just because could be an authorized reason.

- **Social Media Issues:**

- Social media, First Amendment Implications:
 - Social media (Facebook, Twitter, LinkedIn, etc.) is a tool that can be used to convey ideas and information to a wider audience than ever before.
 - It can also be used to harass, annoy, and spread hate. So, if you are running a social media page as a government official, what are the biggest issues to be aware of?
 - Mainly, **the First Amendment**.
 - “Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.”

- But I thought the First Amendment covered “State Action,” i.e., restrictions by the government over individuals’ speech?
 - It does, but case law is not yet settled on whether governmental officials’ social media pages constitute part of a governmental role, and therefore action taken on those platforms constituting “state action.”
 - Further, state law has not yet caught up on whether these governmental social media pages are subject to the Sunshine Law, but based on the e-mail and text cases, this may be on the horizon.
- Cases on the Nexus of 1A and Social Media in the 8th Circuit:
 - Tanner v. Ziegenhorn, 2021 WL 4502080 (E.D. Ark. 2021) (where Arkansas State Police blocked individual on Facebook, or set the profanity filter to “strong” filtered too much speech, and additional filters for words like “copper,” “pig,” and “jerk” were overly broad).
 - Campbell v. Reisch, 367 F. Supp.3d 987 (W.D. Mo. 2019) (blocking individuals from state representative’s Twitter account due to criticism relating to patriotism violated 1A).
- 9th Circuit case, Garnier v. O’Connor-Ratcliff, 41 F.4th 1158 (9th Cir. 2022) (public officials acted within official capacity and conducted state action when blocking users from Twitter and Facebook), is going to the Supreme Court regarding the contours of the 1st Amendment and Social Media usage.
- **The Best Practices to Avoid Social Media First Amendment Issues:**
 - Keep separate social media pages for public business and private business. should still understand you are a representative of the City in private life.
 - If you have a private account, do not use private social media to discuss public business.
 - Only operate social media pages that do not allow interactive comments.
 - Set language filters to the weakest possible setting, or no filtered setting at all.
 - Do not engage with commenters, either to hide, block, argue, or reply.
 - If you can’t take the heat, stay out of the kitchen.

L. Ethics and Conflicts of Interest Considerations:

- Statutory Restrictions of main ethics statutes describing prohibited transactions:
 - §105.452 - .454 – elected and appointed public officials and employees
 - §105.458 – members of governing bodies of political subdivisions
 - §105.462 – persons with rule making authority
 - §105.461 – disclosure

M. Summary:

- Generally, no appointed or elected official or employee shall:
- Use or disclose confidential information with intent to result in financial gain for himself, his spouse, his dependent child, or any business within which he is associated.
- Use decision making authority for the purpose of obtaining financial gain which materially enriches himself, his spouse or dependent children.
- Perform any service, act or refrain from acting or attempt to influence a decision by reason of any payment, offer to pay, promise to pay or receipt of anything of actual pecuniary value.
- Favorably act on any matter that is so specifically designed so as to provide a special monetary benefit.
- Sell, rent or lease any property, or provide services, to the City in excess of \$500 per transaction or \$5,000 per year unless competitively bid and provided the bid is the lowest received.
- Perform 1 year after termination any service for compensation to influence the decision.

N. City Policy – Conflicts (2-29(c)):

- City has a robust Ethics policy for Officials, found in Section 2-29.
 - Interest in contract, transaction, zoning decision or other matter. No public officer, having the power or duty to perform an official act or action related to a particular contract, transaction, zoning decision or other matter which is or may be the subject of an official act or action of the city, shall:
 - Participate in or attempt to influence, either directly or indirectly, any official act or action in relation to such contract, transaction, zoning decision or other matter in which he or she has any interest except as otherwise stated in this section; or
 - Take any official act or action on any matter relating to a business entity in which the public officer shall have an interest; or
 - Represent, advise or appear on behalf of, whether paid or unpaid, any person involved in any such contract, transaction, zoning decision, or other matter, except as otherwise stated in this section; or
 - Have solicited, accepted or granted a gift from or to a person involved in such contract, transaction, zoning decision, or other matter, except as otherwise stated in this section.
 - Appearances. No public officer shall appear on behalf of any private person or business entity, other than for himself or herself or for his or her spouse or for his or her minor children, before any city agency or municipal court:
 - Provided however, a member of the city council may, without compensation (except where compensation is provided by the city to all council members similarly situated), appear before city agencies on behalf of his or her constituents in the course of performing his or her duties as a representative of the electorate or in performing his or her public or civil obligations;
 - Provided further, no provision hereof shall preclude a public officer from making an appearance before any city agency in

representation of a business entity in which such public officer has a substantial ownership interest so long as the public officer discloses, to the city agency, his or her ownership interest in the business entity at the inception of such appearance;

- Provided further, no provision hereof shall preclude a public officer from making an appearance before any city agency in representation of a not-for-profit entity or association in which such public officer is an officer or board member so long as the public officer discloses, to the city agency, his or her relationship to the not-for-profit entity at the inception of such appearance;
- Provided further, no public officer shall take any official act or action on any matter on which he has made an appearance, as permitted above, except as to members of the city council in acting in their official capacity as permitted in subsection (c)(2)a. hereinabove.

O. City Policy –Board of Ethics 2-29(d):

- Duties of board. The duties of the board shall be to generally:
 - Investigate violations of this section as hereinafter provided;
 - To render advisory opinions as hereinafter provided.
- Advisory opinions. The board shall have the power to render advisory opinions with respect to this section and its application to specific factual patterns.
- Investigation of violations. The board shall have the general power to investigate any alleged violation of this section and all public officers shall fully cooperate with any such investigations. Any person who believes that any public officer has violated any provision of this section shall have the right to file a complaint with the board, which complaint shall be in such form and of such content as the board shall prescribe. The board shall, upon conclusion of its investigation, report its findings and recommendations to the city council. The board may retain independent legal counsel to assist and advise the city council regarding interpretation of this section and the operation and/or effect of this section to any factual pattern.

P. Nepotism, Mo. Const. Art. VII §6:

- Any public officer or employee in this state who by virtue of his office or employment names or appoints to public office or employment any relative within the fourth degree, by consanguinity or affinity, shall there by forfeit his office or employment.

Relations to the 4th Degree

1 st Degree	Child & Parents
2 nd Degree	Grandchild, Brother/Sister, Grandparents
3 rd Degree	Great Grandchild, Great Grandparents, Aunt/Uncle, Niece/Nephew
4 th Degree	Great Great Grandchild, Great Great Grandparents, First Cousin, Great Aunt/Uncle, Great Niece/Nephew

Tips

- A husband is related by marriage (affinity) to his wife's relatives in the same way that she is related to them by blood (consanguinity) and she to his family in the same way, but the kindred of the spouses are not related to one another. (e.g., a brother of the husband is not related to a brother of the wife, etc.)
- Half relationship is the same as a whole relationship.
- Step relationship is the same as a blood relationship.
- A relationship by marriage (affinity) terminates if death or divorce occurs.

• **Nepotism Continued:**

- Applies equally to officers AND employees
- Does not have to be a paid appointment (State ex inf. Atty. Gen. v. Shull, 887 S.W.2d 397 (Mo. 1994))
- Even if the vote was unnecessary in order to make the appointment, if the official takes any action to make the appointment, it's a forfeiture (State ex inf. Atty. Gen. v. Shull, 887 S.W.2d 397 (Mo. 1994))
- You cannot retroactively "fix" the violation
- Intent (or ignorance) is irrelevant (State ex inf. Atty. Gen. v. Shull, 887 S.W.2d 397 (Mo. 1994)).

Q. **Statutory Disclosure:**

- 105.461 – "... any member of the governing body of a political subdivision who has a substantial personal or private interest in any measure, bill, order or ordinance proposed or pending ... shall, before such official passes on the measure, bill, order or ordinance, file a written report of the nature of the interest with ... clerk... ."
- This requirement is deemed met if the member filed a financial interest statement pursuant to sections 105.483 to 105.492 which disclosures the basis for such substantial personal or private interest.

R. **City's Financial Disclosure Policy:**

- 105.483 sets forth who is required to file financial interest statements.
(11) Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer and the general counsel, if employed full time, of each political subdivision with an annual operating budget in excess of one million dollars, and each official or employee of a political subdivision who is authorized by the governing body of the political subdivision to promulgate rules and regulations with the force of law or to vote on the adoption of rules

and regulations with the force of law; unless the political subdivision adopts an ordinance, order or resolution pursuant to subsection 4 of section 105.485.

- 105.485 exception requires the City to:
 - Biennially adopt by ordinance or resolution.
 - By Sept. 15 the preceding year.
 - Establishing and making public its own method of disclosing potential conflicts of interest and substantial interests.
 - A certified copy of the ordinance or resolution must be mailed to Missouri Ethics Commission within 10 days of adoption.
 - Containing minimum requirements.

S. Public Financial Disclosure – Where You Must File:

- The reports shall be filed with the: City Clerk, Secretary of State's Office, and The Missouri Ethics Commission.
- The reports shall be in substantially the same form as the one issued by the Missouri Ethics Commission.

T. All Agreements with the City Must Be in Writing:

- § 432.070 Requires that:
- No county, city, town, village . . . or other municipal corporation shall make any contract, unless
- It is within the scope of its powers or expressly authorized by law.
- It is made upon a promise to perform AFTER making of the contract.
- Includes the price term (\$\$\$\$).
- Is in writing.
- Dated when made.
- Signed by the parties thereto (or their agents authorized by law and duly appointed).
- Authorized in writing.

U. Contract Must Be Made Prior To The Work:

- Art. III, §39 Mo.Const. prohibits authority: "to grant or to authorize . . . any extra compensation, fee or allowance to a public officer, agent, servant or contractor after service has been rendered.

V. Contract Bidding:

- State law requires competitive bidding in:
- Contracts to provide health & employee benefits - must be competitively bid at least every three (3) years. (§67.150).
- Contracts or business transacted with any city official or employee over \$500.00 (§105.454) •certain bank deposit contracts for 3rd and 4th class cities (§ 95.280).
- Projects using federal or state funds requiring bidding.

IV. SUMMARY

Mayor Canuteson thanked Joe Bond for his presentation.

V. ADJOURNMENT

The meeting adjourned at 8:17 p.m.

Attest:

Mayor

Deputy City Clerk

City Council Meeting

Regular Session Minutes

May 22, 2023

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on May 22, 2023 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Council Member Adam Travis, who then led the pledge of allegiance.

III. ROLL CALL

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

Council Members Absent: Harold Phillips, Ward I
Michael Hagan, Ward IV

Staff Present: Curt Wenson, City Administrator
Shawwna Funderburk, Chief Strategic Operations Officer
Vicki McClure, Finance Director
Andy Noll, Utilities Director
John Mills, Fire Chief
Brandon Smith, Economic & Business Dev. Manager
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

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

IV. APPROVE MINUTES AND SUMMARIES

V. CITIZENS' PARTICIPATION

Mayor Canuteson proclaimed May 21 – 27, 2023 as Emergency Medical Services Week.

Mayor Canuteson proclaimed May 21 – 27, 2023 as National Public Works Week.

Council Member Pozel proclaimed June 2, 2023 as National Gun Violence Awareness Day.

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, MO. Memorial Day weekend is coming up and it's very important to honor our military veterans. Mr. Holtzclaw thanked Jeff Watt for his service. Please stop your lawsuit.

Gieselle Fest – 1407 Lynette, Liberty, MO. Ms. Fest asked the Mayor and City Council to please stop the Block 174 lawsuit. The new court date is February 5, 2024 and is scheduled for a four-day jury trial. Let's let the dead rest in peace and not in pieces.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. REGULAR SPLIT SESSION MINUTES OF APRIL 10, 2023

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

B. REGULAR SESSION MINUTES OF APRIL 24, 2023

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

C. BOARDS AND COMMISSIONS APPOINTMENT

1. CITIZENS SALES TAX OVERSIGHT COMMITTEE

- a. APPOINT ED CULLUMBER TO A TERM EXPIRING 5/15/2026

BOARDS AND COMMISSIONS REAPPOINTMENTS

1. CITIZENS SALES TAX OVERSIGHT COMMITTEE

- a. REAPPOINT ROBERT SAUNDERS TO A TERM EXPIRING 5/15/2026

2. LIBERTY ARTS COMMISSION

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

3. LIBERTY COMMUNITY CHRISTMAS TREE

- a. REAPPOINT MARK MCAULIFFE TO A TERM EXPIRING 5/1/2026
b. REAPPOINT CARA O'RILEY TO A TERM EXPIRING 5/1/2026

4. LIBERTY HOUSING AUTHORITY

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

5. TOURISM COMMITTEE

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

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

Council Member Graham moved to approve the appointments. Council Member Travis seconded the motion, which carried unanimously.

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

Capitol Federal Sports Complex hosts a wide variety of youth and adult sports leagues and tournaments throughout the year. With sporting events held from February through November, the volume of participants and spectators is easily estimated at 250,000 annually. In the spring of 2022, a severe weather event damaged a number of soccer goals, player benches, spectator bleachers and other equipment throughout the complex.

The General Fund is budgeted to replace the damaged items as the City's total claim did not reach the deductible for insurance purposes.

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

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None

VIII. PUBLIC HEARINGS

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

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

The total cost of the acquisition of the project site and the completion of the project improvements is estimated to be \$100,100,000.00. The Built to Suit Square Footage is

estimated to cost up to twenty-five percent of that total with the remaining being allocable to the Speculative Square Footage.

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

Mayor Canuteson opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the resolution/ordinance. Seeing no one wishing to speak, the Mayor closed the Public Hearing.

Document No. 9607 was read.

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

Vote: Motion passed unanimously.

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

Roll Call

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11773.

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

This application is for a Special Use Permit to allow attached single-family in the RNC as allowed in the Unified Development Ordinance, Sec. 30-25.5.(1) – “Special use permit, uses to be considered”. This is a proposed two-story, two-family home that will have 3 bedrooms, 2.5 baths per unit. The building will have an entrance on Richfield Road and one on Suddarth Street giving the structure the appearance of a large single-family home. Staff finds that this application meets the standards of review for a Special Use Permit in Section 30.25 in the UDO.

Mayor Canuteson opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the resolution/ordinance. Seeing no one wishing to speak, the Mayor closed the Public Hearing.

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

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None
Inscribed in Resolution No. 3327.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

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

Document No. 9608 was read.

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

Roll Call

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11774.

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

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

Access is by private drive from Plummer Road, Garrison Road, and South Liberty Parkway. Lighting will match what was approved with the original building for the addition. Exterior design will match the existing Plant and consist of metal siding. Staff finds this application meets the standards of review for a Final Development Plan in Section 30-27.8 of the UDO.

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

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3328.

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

This Final Development Plan is for an industrial/warehouse building on Lot 3 of Liberty Parkway Plaza. The building is proposed to be 91,504 square feet. This is the second building of the 3 industrial buildings that were approved in the original Liberty Parkway Plaza preliminary development plan (PDP).

The building varies slightly in the orientation and size from the approved PDP. The size and location of storm detention areas dictated that an amended Final Plat be presented. This Final Plat was approved in March of 2021. The new lot design required the proposed building to slightly change its orientation on the lot, thus varying from the PDP. Staff finds that this application meets the standards of review for a final development plan.

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

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3329.

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

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

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

The neighborhood listed relocation of the playground as the highest priority for them as many unsupervised park-goers were congregating on the playground late at night, compromising the intended age and development parameters as designed by the equipment manufacturer. Park maintenance staff regularly find excessive amounts of trash and other dangerous debris on the safe surface, adding concern for the safety of small children. The new location at the intersection of Clay Brooke Drive and Ruth Ewing Road will be central to the entrance into the neighborhood and be very visible for improved supervision, accessibility and public safety.

Document No. 9609 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11775.

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

The City staff identified several locations which were deemed to be hazards. Staff conducted site visits to each and assessed whether or not they were candidates for the design of Road Barrier Systems. Three locations were determined to need some form of barrier system.

Location 1: Old State Hwy 210 running over Town Branch

The segment of Old State Hwy 210 as it runs over Town Branch poses a significant hazard. The narrow shoulder does not provide adequate space for a vehicle to correct itself in the event of an emergency. In the event that a vehicle was to leave the roadway, there is a high likelihood of the driver becoming submerged under water or the vehicle rolling.

Location 2: Ruth Ewing Road running over Town Branch

The segment of Ruth Ewing Road as it runs over Town Branch poses a significant hazard. The narrow shoulder does not provide adequate space for a vehicle to correct itself in the event of an emergency. In the event that a vehicle was to leave the roadway, there is a high likelihood of the driver becoming submerged under water or the vehicle rolling. When traveling westward, there is also a hazard posed by a retaining wall which could increase the severity of a crash if a vehicle were to leave the road.

Location 3: Moss Ave. adjacent to City Park

The segment of Moss Avenue as it runs adjacent to City Park, experiences a steep grade change on the eastern side. While there is no danger of a driver becoming submerged, there is concern that a vehicle exiting the roadway will lose control as it continues downhill on the eastern side of Moss Avenue. On the eastern side of Moss Avenue, there is a high traffic volume in the park. A vehicle which exits the roadway and loses control could continue into the park area.

City staff developed a scope of work for the engineering assessment and design of site-specific barrier systems to reduce the severity of incidents at the specified locations. The project includes survey, design and production of construction level plans for the selected improvements by CMT Inc.

Document No. 9610 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11776.

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

In 2024, Park Staff plans to upgrade the rubber playground safety surface at the playground in the 4-plex at the Capitol Federal Sports Complex. In order to make the playground more inclusive, and free up funds from the labor and supplies used to re-mulch playgrounds each year, a recycled pour-in-place surface is recommended.

The Missouri Department of Natural Resources has an open grant opportunity to apply for a reimbursement grant for scrap tire playground surfaces. Staff recommends applying for this \$40,000 reimbursement grant for the 4-plex playground, which would cover the majority of the project expenses. Any additional funding for the project would be covered by the 2024 Parks & Rec budget.

Additionally, Park Staff plans to add seating along the Homestead Hills/Old Withers Trail in 2024, and will add two benches inside the fence at the upgraded pickleball courts at Westboro/Canterbury Park. The Missouri Department of Natural Resources has a second open grant opportunity for a reimbursement grant for molded scrap tire products.

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

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3330.

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

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

Debbie Reames is hosting the "Liberty High School Class of 1973 Class Reunion", a small/private event to be held on October 7, 2023 from 5:30 p.m. to 9:00 p.m. The applicant has completed an LCC Alcoholic Beverages Service Application, requesting authorization to serve alcohol at the event. Blush Farms Cork & Board is the selected beverage service company. This is a small event, so a catering permit is not required. In accordance with the statute, written notice was provided to the Liberty School District (only property owner within 100 feet of the proposed location) on February 10, 2023 notifying them of the application and the meeting date that Council will consider the application. The staff has confirmed the School District is in receipt of this notice.

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

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3331.

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

Rachel Merlo, a representative from Google Fiber was in the audience to answer any questions.

Google Fiber Missouri, LLC (Google Fiber) has approached the City to seek an agreement for the installation of communication related capacities. They are offering compensation for use and occupancy of the rights-of-way (ROW). During a period of negotiations, both the City and Google Fiber agreed to the attached language.

Google Fiber is requesting the use of City ROW to construct, install, maintain and operate a fiber optic network for communication or related capabilities, including broadband internet access. It is not providing multichannel video programming services that would be subject to video service franchise and telecommunications services.

The network may consist of equipment and facilities, including aerial stands, aerial or underground fiber optic cable, line, or stands; underground conduits, vaults, access to utility holes and handholes; electronic equipment; power generators; batteries; pedestals; cabinets; and other similar facilities. All installations will abide by the City Code and applicable Ordinances.

The term of the agreement is for twenty years (20) and will automatically renew for a consecutive five-year (5) term, unless a party provides at least six (6) months prior written notice not to renew. Google may at any time during the terms of this Agreement terminate the agreement for convenience upon one hundred eighty (180) days written notice to the City.

Document No. 11777 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 9611.

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

Bridge Formula Program and eligible bridges are based on a poor rating from the last biennial rating period. Currently, Liberty has three bridges on the eligible list, including Richfield Road Bridge over Rush Creek, Marilynn Avenue Bridge over Cates Creek and Sherrill Avenue Bridge over Cates Creek. Veenstra & Kimm, Inc. have provided high level conceptual studies for the Richfield Road and Marilynn Avenue Bridges through another MoDOT Program called Bridge Engineering Assistance Program (BEAP) in late 2021 at no cost to the City, and are therefore most qualified to assist in the grant applications.

Grant evaluation is based on project location and description, project justification such as safety, and connectivity, funding availability and right-of-way needs. Based on staffing levels and other projects, the City desires to contract with Veenstra & Kimm, Inc. to provide the project cost estimate and other data necessary for the application for two out of the three bridges. The bridges being submitted for grant consideration are the Richfield Road and Marilynn Avenue Bridges. Any grant funds received would be available in the Federal Fiscal Year (FFY) 2025.

City staff and Veenstra & Kimm, Inc. have finalized the scope of work for the grant applications. The estimated contract amount will not exceed \$4,240.00 and will be

based on actual time spent on the work. Funding for the contract will be from budgeted Transportation Sales Tax Funds identified for bridge maintenance replacement projects. A ruling on voter intent by the Citizens Sales Tax Oversight Committee (CSTOC) is pending their May 18, 2023 meeting as of the drafting of this action report.

Document No. 9612 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11778.

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

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

With the current MOU, the City is choosing for Liberty's \$184,689 in 2022 settlement proceeds to go to the State of Missouri, as the State has established opioid mitigation programs in place. The current Resolution formally authorizes the City Administrator to sign the 2022 National Opioid Settlement Agreement documents. These were signed electronically before April 18, 2023 in order to meet the Missouri Attorney General's April 18, 2023 opt in deadline.

Document No. 9599 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

Yes: Council Members Ponder, Pozel, Travis, Graham, Watt and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11765.

X. OTHER BUSINESS

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 7:39 p.m.

Mayor

Attest:

Deputy City Clerk

Proclamation

City of Liberty, Missouri



WHEREAS, Liberty, MO and Clay County farmers and ranchers provide citizens with access to healthful, locally, and regionally produced foods through farmers markets, which are expanding and evolving to accommodate the demand for a diverse array of agricultural products, and

WHEREAS, farmers markets and other agricultural direct marketing outlets provide infrastructure to assist in the distribution of farm and value-added products, thereby contributing approximately \$9 billion each year to the U.S. economy, and

WHEREAS, farmers markets serve as significant outlets by which small-to-medium, new and beginning, and veteran agricultural producers market agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide, and

WHEREAS, Liberty, MO and Clay County recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers and ranchers; generate farm income to help stimulate business development and job creation; build community connections through rural and urban linkages; and more;

NOW, THEREFORE, I, Greg Canuteson, Mayor of the City of Liberty, Clay County, Missouri, proclaim the week of August 6 – 12, 2023 as

Liberty, Missouri Farmers Market Week

in the City of Liberty, Missouri, in conjunction with the observance of National Farmers Market Week. Furthermore, I call upon Liberty, MO and Clay County citizens to celebrate farmers markets with appropriate observance and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the official seal of the City of Liberty, Clay County, Missouri
this 24th day of July, 2023.

Greg Canuteson, Mayor





**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 24, 2023
A/R No.: 2023-599

Department: Utilities

Submitted By: Jason Thomas, Assistant
Director Utilities Operations & Construction

Subject: EMERGENCY PURCHASE OF A VACTOR COMBINATION TRUCK FROM
KEY EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$460,624.14

Summary:

Purchase a 2023 Vactor 2100i combination truck to replace a 2017 Vac-Con combination truck that currently needs extensive repairs. The purchase will be made from Key Equipment for \$460,624.14 which includes a \$100,000.00 trade in allowance for the 2017 Vac-Con combination truck. The 2023 Vactor 2100i is available for immediate possession.

Background:

The Utilities Department is highly dependent upon this utility maintenance truck for daily activities of the Utilities Water Distribution and Sewer Collection divisions. The vehicle and equipment are necessary for the repair and maintenance of water main leaks/breaks and sanitary sewer maintenance. The truck is used for hydro-excavation of water and sewer mains and for sewer cleaning. With the prevalence of utilities being placed into utility easements over and around water/sewer mains, the hydro-excavation capability of the truck is vital for spotting utilities so as to not damage them. The current combination vac truck has been experiencing consistent break downs and currently the auxiliary motor is out of service. The auxiliary motor of the current truck needs to be replaced at a cost of \$60,129.00; even if repaired, it is the opinion of staff that the current truck will continue to require higher than average repair expenses.

The Utilities Department has two combination vac trucks; one mainly used by the Water Distribution Division and one mainly used by the Sewer Collection Division. With the needed repairs of the Vac-Con combination vac truck, utilities have been operating with one combination vac truck alternating between water, sewer and construction crews' needs based on priority. This places a significant restraint on maintenance and repair duties and response times for the entire department.

The following events will highlight how important a combination vac truck is to the operation of the department. On June 26, 2023, the Utilities distribution crew experienced a fire hydrant malfunction which caused a water hammer on Kings Ridge. Immediately following this malfunction, there were four water breaks (Kings Ridge, Burch Ct, Wildbriar and Nashua) as a result of the water hammer. Crews were split up and dispatched to the breaks. Due to the Vac-Con vac truck being out of service, the crews were forced to shuffle equipment back and forth between jobs. The one remaining combination vac truck experienced a breakdown during the water main breaks and required emergency repair, further delaying the response to the water main breaks. The limitation of equipment and equipment breakdowns caused the repair of the water main breaks to take a lot longer than normal. Crews didn't finish the repairs until around 2 a.m. the next day. The extended repair timeframes place a strain on the

department because we end up having employees work well past the normal 14-16 hour internal work limits and this resulted in only one crew available for most of the following day. With both combination vac trucks working, the work time would have been reduced by 30 to 40 percent.

The purchase of the combination vac truck was not envisioned as part of the budget. However, the engine failure of the existing combination vac truck and the subsequent large repair expense has led the department to re-prioritize budgeted capital expenditures. The replacement of the combination vac truck is an urgent need for the department and staff have identified several engineering design and construction projects that have not yet started that will be delayed. The delay will be dependent upon the completion of the mid-year budget forecast. This will allow funds to be reallocated so the department can move forward on the purchase of the combination vac. truck.

Staff have researched and received quotes on equipment that is or will be available within a reasonable time period.

- Key Equipment has two truck options available now. A 2023 Vactor 2100i Fan single axle with a total invoice amount minus the trade in would make it \$452,183.24. A 2023 Vactor 2100i PD tandem axle with a total invoice amount minus the trade in would make it \$ 460,624.14.
- Red Equipment has one truck that is available in August of 2023, which is a 2023 Vac-Con Titan Dual Engine Fan single axle. The total invoice amount minus the trade in would make it \$500,000.00.

Staff recommends purchasing the 2023 Vactor 2100i PD tandem axle from Key Equipment for the amount of \$460,624.14. This truck is bigger and has more water and debris capacity and will serve the needs of the department better than the other options.

This equipment will be available for delivery within a week of receiving the purchase order. Under normal ordering and bid purchasing circumstances, it would take between six and nine months. This is an emergency purchase to ensure the required equipment is available at all times and desired response times can continually be met. As mentioned above, staff believes the current truck will continue to require higher than average repair expenses and could cause delayed response times.

Previous Action (if applicable):

None

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
x Non-Budgeted	Line Item: 96.70.901.36.7201	Amount: \$230,312.07
	Line Item: 94.70.801.36.7201	Amount: \$230,312.07
	Funding Source:	Amount:

Attachments:

1. K9981 Sourcewell Vactor 2100i
2. Vac-Con Proposal
3. Vactor 2100i Fan Proposal, Sourcewell

KEY EQUIPMENT[®] & SUPPLY CO.

Presents a Proposal Summary

of the



2100i

***Sample Photo**

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

for

City of Liberty
2800 Riverview Road
Liberty, MO 64068

Steve Williams
Tel:



Sourcewell Contact#: 101221-VTR
Member #: 109714

PRODUCT DESCRIPTION

- 2100i with Roots 824-18" Hg. Blower, 10 Yard Debris body, 1500 Gallons of Fresh Water

STANDARD FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (3) Nozzles with Carbide Inserts w/Rack
- Suction Tube Storage - 4 Pipe
- 1" Nozzle Pipe
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks
- Dual Stainless Steel Float Shut Off
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Additional Water Tank Sight Guage
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump
- Performance Package
- 1" Water Relief Valve
- Microstrainer Prior to Blower
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
- Tachometer & Hourmeter/Blower
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- 8" Vacuum Pipe Package
- Emergency Flare Kit



- Fire Extinguisher 5 Lbs.
- Fixed Rear Door Pipe Rack, 8" Pipe
- Subframe Mounted, 2-Pipe Rack, 8"
- Low Water Alarm with Water Pump Flow Indicator
- Joystick Boom Control
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Camera System, Rear Only
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge
- Vactor Standard Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- Roots 824-18" Hg. Blower
- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- Hydraulic Cooling Package
- 1" x 600' Piranha Sewer Hose, 2500 PSI
- Debris Body Washout
- 6" Rear Door Port, Removed, 3:00 Position
- 6" Rear Door Knife Valve w/Camloc w/Port, 6:00 position
- Pump Off Ports Only
- Full Rear Door Swinging Screen
- Centrifugal Separators (Cyclones)
- Folding Pipe Rack, Curbside, 8" Pipe
- Folding Pipe Rack, Streetside, 8" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Air Purge
- Hot Shift Blower Drive (automatic transmission)
- Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
- Anti Splash Valve, Body Inlet
- Cold Weather Recirculator, PTO Driven, 25 GPM
- Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube
- Hose Wind Guide (Dual Roller), Auto, Non-Indexing
- Rodder Hose Pinch Roller
- High Pressure Hose Reel
- Rodder Pump Drain Valves
- Rear Directional Control, LED Arrowstick
- 6 Lighting Package, 6 Federal Signal Strobe Lights, LED
- Worklights (2), LED, Boom
- Worklight, LED, Operators Station
- Worklight, LED, Curb Side
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Toolbox, Behind Cab



- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
- Toolbox, Driver Side Subframe, 18w x 24h x 24d
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- Blower High Temperature Safety Shutdown
- Vactor Standard Manual and USB Version - 1

New Vactor 2100i Price:	\$ 391,437.00
Less Sourcewell Discount:	\$- 11,656.86
Less Trade in:	\$-100,000.00
Freight Delivery and Training:	\$ 4,200.00
2024 Kenworth T880 Chassis:	\$ 176,644.00
Total Invoice Amount:	\$ 460,624.14

Product Model: 2100i

Product Model: 2100i

Proposal Date: 6/19/2023

Quote Number: 2022-50724

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any

changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These terms and conditions shall be construed according to the laws of the State of Illinois. Failure

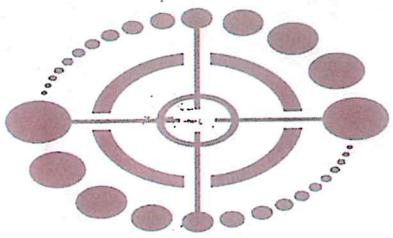
TERMS AND CONDITIONS

at anytime by Vactor to exercise any right of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Date: _____



RED

EQUIPMENT, LLC

1150 South Sterling Ave

Independence, MO 64054

Levi Williams Kansas Sales Representative

Email: Levi@redequipmentco.com

Cell: (816) 266-7500 Office: (816) 231-2005

WWW.REDEQUIPMENTCO.COM

June 19th 2023

The City Of Liberty, MO

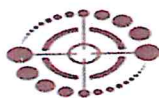
Attn: Jason Thomas

Jason,

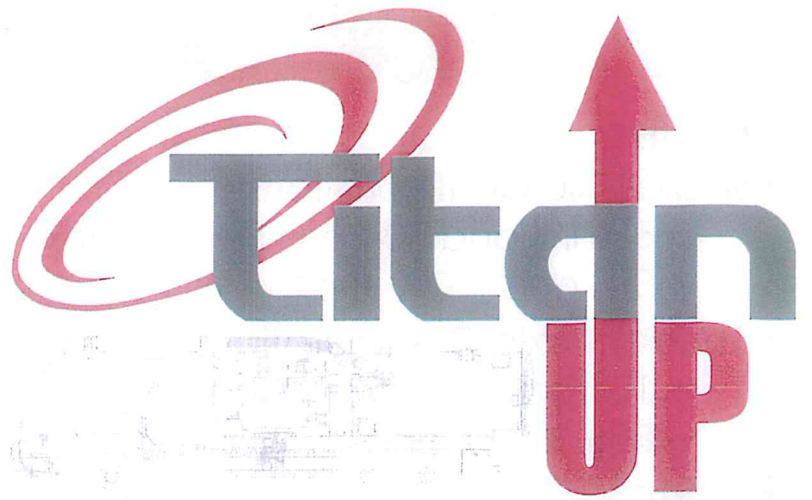
Red Equipment, LLC is pleased to offer ***The City of Liberty, MO*** the following quote on a ***New 2023 Vac-Con Titan Combination Machine On A 2023 Freightliner 114SD Chassis.***
Thank you for your consideration. If you have any questions regarding this quote, I can be reached at
(816)266-7500 or by email at Levi@redequipmentco.com

Best Regards,

Levi Williams



The Vac•Con Titan - A revolutionary combination machine class that takes efficiency, noise reduction, and fuel savings to a new level. Now the standard offering for Vac-Con combination machines, the Titan is designed to outperform, outwork, and outdo the competition.



TITAN FACTS

- ▣ 44% Fuel Savings
- ▣ 43% Decrease in Vacuum System Operating RPM
- ▣ 25% Increase in Airflow
- ▣ 16-30% More Horsepower
- ▣ 8% Decrease in Noise Pollution
- ▣ 5% Increase in Overall Vacuum Pressure (Lift)



www.vac-con.com

 **VAC-CON**

904.284.4200



Red Municipal & Industrial
1150 S Sterling Ave
Independence, MO 64054

Price excludes any applicable F.E.T., sales taxes, tag, title or registration fees.

Option content is subject to engineering approval.

Model Number - V TAQD310H/1000 Single Axle L A -P

Standard Equipment Includes:

Hinge type / Body Prop Permanently mount debris body prop (hinge-type)
Vacuum System (as specified by Model Number)
Vacuum Drive: hydrostatic driven via transfer case
1/4" Corten steel debris tank
Hydraulic rear door locks
6" knife valve with 10' lay flat hose
Debris tank dumping: minimum 50 degree, hydraulic cylinder lift- power up/power down
Cross-linked polyethylene water tanks
Automatic vacuum breaker and overflow protection

8" vacuum intake hose
6 Way hydraulic boom with 230 degree rotation and joystick control
60gpm/2000psi water pump system
Water pump drive: Standard Aux Engine 5.7 GM gasoline powered
400' high pressure jet rodder hose
Heavy-duty dual roller level wind guide (aluminum)
Hose guide (Tiger Tail)

- 1 1/4 turn ball valve water drain (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)
- 1 50' Capacity Retractable Hand Gun Hose Reel
- 1 Air Purge System
- 1 Artic Winter Recirculating System Rodder Hose, includes plumbing to upper water tanks.
- 1 Debris Body "Power Flush" System, 8 jets
- 1 Hydroexcavation Package Includes: 50 foot handgun hose reel with 1/2" hose, 711-53686 72" 1/2" schedule 80 lance with single forward spray nozzle, Storage tubes for lances, Heavy duty unloader valve, Main control ball valve, Variable flow valve
- 1 Variable Flow Valve (Valve Only) - nozzles required
- 1 Water Pump Remote Oil Drain
- 1 Winter Recirculating connection for high pressure circuit.

Hose Reel Options

Qty Description

Misc Machine Options

Qty Description

- 1 Auxiliary Engine Remote Oil Drain
- 1 Cone Rack, Hinged Style/Deck
- 1 Long Handle Storage Placement - Rear of Mainframe
- 1 Long Handle Storage/PVC (2) - MUST SELECT LOCATION BELOW
- 1 Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive) - If Applicable
- 1 Remote Debris Tank Grease Assembly (Ground Level)
- 1 Remote Transfer Case Engagement

Lighting Options

Qty Description

- 1 LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 50A03ZCR - Amber
- 1 LED Arrow stick - Whelen TAM85 Traffic Advisor
- 1 LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 LED Rear Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 LED strobe with Limb Guard, Rear Debris Tank Mounted - Whelen L31HAF LED Beacon with Whelen BGH Branch Guard

Electrical Options

Qty Description

- 1 Omnibus Precision Power System (OPP)-Electronic Controller System-Includes: a color monitor, electronic footage counter, and pressure compensated hydraulics.
-
- AVAILABLE: DUAL AND SINGLE ENG MACHINES.
- 1 Rear Camera Placement
 - 1 Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable). Does not include remote cable pendant controls for boom or hi dump.
 - 1 Traffic Camera With Color Monitor - MUST PICK CAMERA PLACEMENT

Spare Rolls of Jet Rodder Hose

New 2023 Vac-Con Titan: \$635,000.00

Trade-In Value: -\$135,000.00

Total Price: \$500,000.00

This Machine Includes a 5 Year Extended Warranty On The Auxiliary Engine.

*This Quote Includes Delivery & Training of Equipment

*Price good for 30 days

ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE

Purchase Order Number: _____

Customer Representative (Print): _____

Customer Representative Signature: _____

Red Equipment, LLC Representative (Print): _____

Red Equipment, LLC Representative Signature: _____



2017 Vac-Con replacement options:

New Vactor 2100i Fan Price: \$ 403,727.63

Less Sourcewell Discount: \$- 11,919.39

Less Trade in: \$-100,000.00

Freight Delivery and Training: \$ 4,200.00

2024 Kenworth T880 Chassis : \$ 156,175

Total Invoice Amount: \$ 452,183.24

New Vactor 2100i PD Price: \$ 391,437.00

Less Sourcewell Discount: \$- 11,656.86

Less Trade in: \$-100,000.00

Freight Delivery and Training: \$ 4,200.00

2024 Kenworth T880 Chassis: \$ 176,644.00

Total Invoice Amount: \$ 460,624.14

New 2023 Vac-Con Titan Dual Engine: \$700,131.00

Trade-In Value: -\$135,000.00

Total Price: \$565,131.00

KEY EQUIPMENT[®] & SUPPLY CO.

Presents a Proposal Summary

of the



2100i

***Sample Photo**

Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis

for

City of Liberty
2800 Riverview Road
Liberty, MO 64068

,



Sourcewell Contact#: 101221-VTR
Member #: 109714

Order Qty	Part Number	Description
1	2110i-SE2	2100i Single Engine Fan, Dual Stage, 10 yrd Debris, Combo
1	2014iSTD	1000 Gallons STD
1	3002iSTD	Vacuum, Single Engine - Dual Stage Fan
1	5002iA	80 GPM/2500 PSI Jet Rodder pump
1	015iSTD	Customer Supplied Chassis Modification Charge
1	009iSTD	Under Engine Toolbox
1	011iSTD	Aluminum Fenders
1	012iSTD	Mud Flaps
1	014iSTD	Electric/Hydraulic Four Way Boom
1	016iSTD	Color Coded Sealed Electrical System
1	019iASTD	Intuitouch Electronic Package
1	020iSTD	Double Acting Hoist Cylinder
1	025iASTD	Handgun Assembly
1	026iSTD	Ex-Ten Steel Cylindrical Debris Tank
1	030iSTD	Flexible Hose Guide
1	032iSTD	(3) Nozzles with Carbide Inserts w/Rack
1	045iSTD	Suction Tube Storage
1	046iSTD	1" Nozzle Pipe
1	046iSTD	1-1/4" Nozzle Pipe
1	048iSTD	10' Leader Hose
1	1001iSTD	Flat Rear Door w/Hydraulic Locks
1	1005iSTD	Dual Stainless Steel Float Shut Off System
1	1024iSTD	Debris Body Vacuum Relief System
1	1031iSTD	Debris Deflector Plate
1	1032iSTD	48" Dump Height
1	1041iSTD	Debris Body-Up Message and Alarm
1	2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator
1	2011iSTD	3" Y-Strainer at Passenger Side Fill with 25' Fill Hose
1	2022iSTD	Additional Water Tank Sight Gauge
1	2023iSTD	Liquid Float Level Indicator
1	3019iSTD	Digital Water Pressure Gauge
1	4000iSTD	180 deg. Non-Extending Boom
1	4006iSTD	Front Joystick Boom Control
1	4010iSTD	Boom Hose Storage
1	4017iSTD	Boom Out of Position Message and Alarm
1	4022iSTD	Telescopic Boom Elbow, Standard
1	5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
1	5011iSTD	3" Y-Strainer @ Water Pump
1	5015iSTD	Midship Handgun Coupling
1	5022iSTD	Side Mounted Water Pump
1	6005iDSTD	Digital Hose Footage Counter

1	6007iSTD	Hose Reel Manual Hyd Extend/Retract
1	6009iSTD	Hose Reel Chain Cover
1	6020iBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
1	6017iSTD	Hydraulic Tank Shutoff Valves
1	7001iSTD	Tachometer/Chassis Engine w/Hourmeter
1	7003iSTD	Water Pump Hour Meter
1	7004iSTD	PTO Hour Meter
1	7005iSTD	Hydraulic Oil Temp Alarm
1	8000iSTD	Circuit Breakers
1	8025iSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn
1	9002iSTD	Tow Hooks, Front
1	9002iSTD	Tow Hooks, Rear
1	9003iSTD	Electronic Back-Up Alarm
1	9021iSTD	Camera System, Rear Only
1	S390ASTD	8" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	1003i	Debris Body Washout
1	1008iF	6" Rear Door Knife Valve w/Camlock, Air Actuated w/Port, 6:00 Position
1	1008iG	6" Rear Door Port, Removed, 3:00 Position
1	1009iD	Full Rear Door Swinging Screen
1	1010iA	Pump Off Ports Only
1	1014i	Centrifugal Separators (Cyclones)
1	1015iH	Folding Pipe Rack, Curbside, Hydraulic, 8" Pipe
1	1015iAH	Folding Pipe Rack, Streetside, Hydraulic, 8" Pipe
1	1015iBFSTD	Fixed Rear Door Pipe Rack, 8" Pipe
1	1022i	Rear Door Splash Shield
1	1023i	Lube Manifold, with Lube Chart
1	2006i	Air Purge
1	3020i	Digital Water Level Indicator
1	4015i	180 deg. 10ft Telescoping Boom
1	4011iB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
1	4013i	Rotatable Boom Inlet Hose
1	5008iB	Cold Weather Recirculator, PTO Driven, 25 GPM
1	6002iB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
1	6004iB	Hose Wind Guide (Dual Roller), Auto, Indexing
1	6004iD	Rodder Hose Pinch Roller
1	6019i	Rodder Pump Drain Valves
1	7005iSTD	Hydraulic Oil Temp Alarm
1	8001iM	Rear Directional Control, LED Arrowstick
1	8004iF	Rear Mounted, LED Beacon Light w/ Limb Guard
1	8004iE	Front Mounted, LED Beacon Light
1	8020iH	10 Light Package, 10 Federal Signal Strobe Lights, LED
1	8027i	LED Mid-Ship Turn Signals
1	8028i	Worklights (2), LED, Boom



Sourcewell Contact#: 101221-VTR
Member #: 109714

1	8029i	Worklights (2), LED, Rear Door
1	8029iA	Worklight, LED, Operators Station
1	8029iB	Worklight, LED, Hose Reel Manhole
1	9023iA	Safety Cone Storage Rack - Post Style
1	9070iA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
1	9070iB	Long Handle Tool Storage
1	9071iF	Toolbox, Behind Cab - 14w x 36h x 96d
1	9075iB	Toolbox, Driver Side Subframe, 48w x 20h x 12d
1	i112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base
1	i124STD	Vactor 2100i Body Decal, Standard
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer
1	Chassis- Mod	Chassis Modifications Charges

(1) Hydro- Excavator Kit added

(1) High-Pressure Hose Reel. Spring Retractable with 50' of 1/2" hose

Module Paint Color - Grey

Cab Color - White

We are offering this unit as a new unit that is scheduled to arrive in June 2023.
Pricing subject to availability of stock units

New Vactor 2100i Price:	\$ 403,727.63
Less Sourcewell Discount:	\$- 11,919.39
Less Trade in:	\$-100,000.00
Freight Delivery and Training:	\$ 4,200.00
2024 Kenworth T880 Chassis:	\$ 156,175.00
Total Invoice Amount:	\$ 452,183.24



PROPOSAL DATE:6-19-23

QUOTE NUMBER: 2022-49498

Price List Date: 1-24-23

PO NUMBER:

QTY: _____ Customer Initials:_____

PAYMENT TERMS:

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is firstmade available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. nonMettalic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment

F.O.B. POINT: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any

changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENT: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY.

IT IS UNDERSTOOD AND AGREE THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These terms and conditions shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any of its rights under this

TERMS AND CONDITIONS

agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Date: _____



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 24, 2023
A/R No.: 2023-608

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR THE LIBERTY COMMUNITY CHORUS ANNUAL GALA EVENT TO BE HELD AT ST. JAMES CATHOLIC CHURCH LOCATED AT 309 S. STEWART ROAD, LIBERTY, MISSOURI ON WEDNESDAY, AUGUST 16, 2023

Summary:

THE LIBERTY COMMUNITY CHORUS HAVE APPLIED FOR A TEMPORARY LIQUOR LICENSE TO SERVE ALCOHOL FOR THEIR 'ANNUAL GALA' EVENT ON WEDNESDAY, AUGUST 16, 2023, LOCATED AT ST. JAMES CATHOLIC CHURCH, 309 S. STEWART ROAD, LIBERTY, MO.

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.

The Liberty Community Chorus have applied for a temporary liquor license to serve alcohol for their 'Annual Gala' event on Wednesday, August 16, 2023, to be held at St. James Catholic Church located at 309 S. Stewart Road, Liberty, MO. The owners of St. James Catholic Church have given their approval for the Liberty Community Chorus to hold this event on August 16, 2023. Because the public will have access to the event, State statute and City ordinance require a license. The application and necessary certificate of liability insurance have 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.

Upon Council approval, a letter would be provided to Liberty Community Chorus for use in applying to the State for the temporary license. Council approval and a state license must be in place before the City issues 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:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. RESOLUTION Liberty Community Chorus Annual Gala

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE
FOR THE LIBERTY COMMUNITY CHORUS ANNUAL GALA EVENT TO BE HELD AT
ST. JAMES CATHOLIC CHURCH LOCATED AT 309 S. STEWART ROAD, LIBERTY,
MISSOURI ON WEDNESDAY, AUGUST 16, 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 for issuance to the Liberty Community Chorus Annual Gala event, limited to the premises at St. James Catholic Church, 309 S. Stewart Road, Liberty, Missouri, on Wednesday, August 16, 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



STAFF REPORT

Planning and Zoning Case 23-22R&PDP

Staff: Mike Peterman, City Planner

Date: July 24, 2023

GENERAL INFORMATION

Application: **P&Z Case 23-22R&PDP: Rezoning and an Amended Preliminary Development Plan for 781 Logistics. Rezoning 4.24 acres from R-1A to M-1 for a 400,000 sf industrial building on 28.93 total acres north of Garrison Road between Hughes and South Withers, south of South Liberty Parkway.**

Applicant: Daniel Finn
1270 N Winchester
Olathe, KS 66061

Owner: John Davis/ Foresight Real Estate Services
105 Stewart Ct. #225
Liberty, MO 64068

Location: 28.93 +/- acres, north of Garrison Rd between Hughes and Withers, south of South Liberty Parkway

Existing Land Use/Zoning: Large lot residential / R-1A "Suburban Residential" on NW 4.24 acres. Existing zoning on remainder is M-1

Future Land Use Designation: Flex/Industrial

Proposed Zoning: M-1 "Light Industrial" on NW 4.24 acres. Existing zoning on remainder is M-1

Surrounding Land Uses/Zoning: **North:** Undeveloped/ R-1A "Suburban Residential"
South: Liberty Commerce Center/ M-1 "Light Industrial"
East: Large Lot Residential/ R-1A "Suburban Residential"
West: Old Hughes Rd. and Ford Property/ BP "Business Park"

Public Notice: Legal Notice printed in Courier Tribune- June 22
Letter sent to property owners within 185 ft. on June 22
Sign Posted on site on June 23

File Date: June 2, 2023

PREVIOUS CASE

PZ Case 16-30A: Future Land Use Amendment from Commercial to Business for north of Garrison Road, between Hughes and S. Withers Roads on the south side of South Liberty Parkway was approved by the City Council on February 27, 2023.

P&Z Case 22-17R&PDP: Rezoning & Preliminary Development Plan for 781 Logistics. Rezoning to M-1 for 264,100 sf of industrial space on 24.69 acres north of Garrison Rd between Hughes and Withers, south of South Liberty Parkway was approved by the City Council on April 10, 2023.

P&Z Case 23-08PP: Preliminary Plat for 781 Logistics, 1 lot on 24.69 acres north of Garrison Rd between Hughes and Withers, south of SLP was approved by the City Council on April 10, 2023.

P&Z Case 23-23PP: Preliminary Plat for 781 Logistics, 1 lot on 28.93 acres north of Garrison Rd between Hughes and Withers, south of SLP is running concurrently with this application.

APPLICANT'S PROPOSAL

Summary

This is an application to rezone 4.24 acres from R-1A to M-1 and amend an approved preliminary plan for an industrial/ warehouse building. The applicant has acquired an additional 4.24 acre parcel adjacent to the northwest corner of the site. There is an approved plan on the site that will be amended with this application. They are asking to rezone and add this parcel to the overall development and expand the size of their building from 264,100 sq. ft. to 400,000 sq. ft.

Use

The applicant's proposal includes approximately 400,000 square feet of industrial space in 1 building.

Site Design

The site is proposed north of Garrison Road, between Hughes and S. Withers Roads on the south side of South Liberty Parkway. There are two proposed entrances to the site from the new Hughes Road. The applicant is proposing to have Garrison Road vacated the extent of the property with a public cul-de-sac at the southeast corner to allow for a turnaround.

There will be a stormwater maintenance area on the northeast corner of the property. A variance for removal of the streamside and riparian buffers was approved by the City Council on April 10, 2023 during the rezoning of this portion of the property. All stormwater facilities will be further defined in the Final Plat and Final Development Plan stages.

Building Design

The building is proposed to be painted concrete tilt up panels. The corners of the building will be a mix of glass storefront windows and EIFS accents and cast reveals in the concrete panels. Final building details will be worked through during the Final Development Plan phase.

Access/Circulation/Parking

There will be 2 proposed entrances to the site from Hughes Road. All internal drives will be private. The approved plan shows 135 parking spaces and 111 trailer spaces. The amended plan has 170 parking spaces and 115 trailer spaces. The parking UDO Section 30-83.2.5 states "All mixed-use buildings and industrial uses, including warehouse facilities shall be determined on a case-by-case basis."

Landscaping/ Parkland

The project is proposed on 1 lot. The proposed open space exceeds the 20% requirements by providing 31% open space on site. Large and ornamental trees, evergreens and shrubs are planned throughout the site. In addition, the north and east side of the development will contain a minimum 50 foot heavily landscaped with an earthen berm area to serve as a buffer per Sec. 30-97.5(1). Further evaluation of landscaping will occur at Final Development Plan phase.

PUBLIC INFRASTRUCTURE

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

Streets

The project includes two entrances on Hughes Road. Hughes Road is a fully improved part of the city street network. The plan includes to have Garrison Road vacated the extent of the property with a public cul-de-sac to be built by the developer at the southeast corner to allow for a turnaround.

Sanitary Sewer

Sanitary service will be provided via a future public sewer main extension to an offsite 36" sewer main (East of Withers Road and South of South Liberty Parkway).

Water

Water service will be provided via connections to an existing water main on Hughes Road and looped through the site.

Stormwater

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

The development proposes to impact natural streams which required a variance from the city's stream buffer requirements, as well as approval from the Army Corps of Engineers (USACOE) and Missouri Department of Natural Resources (MDNR). The developer has submitted applications to the USACOE and MDNR. To date, no permit determinations and/or stipulations have been received. Per a stipulation in the previously approved variance, staff will not bring a Final Development Plan forward without these permit determinations.

STAFF ANALYSIS

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

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

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

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

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

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

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

The impacts of this development might include increase in traffic, noise, and light generated by this development. South Liberty Parkway has been designed to accommodate increased traffic capacity. The proposal of an M-1 zoning district is appropriate adjacent to Ford and Liberty Commerce Center.

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

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

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

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

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

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

Staff finds that the application substantially conforms to the requirements set forth in the Unified Development Ordinance, with the exception of the variance for removal of the streamside and riparian buffers that was approved by the City Council on April 10, 2023.

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

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

STAFF RECOMMENDATION

Staff supports the rezoning of this property from residential to industrial zoning with a recommended stipulation that the permit from the Army Corp of Engineers be obtained prior to the submission of a Final Development Plan application.

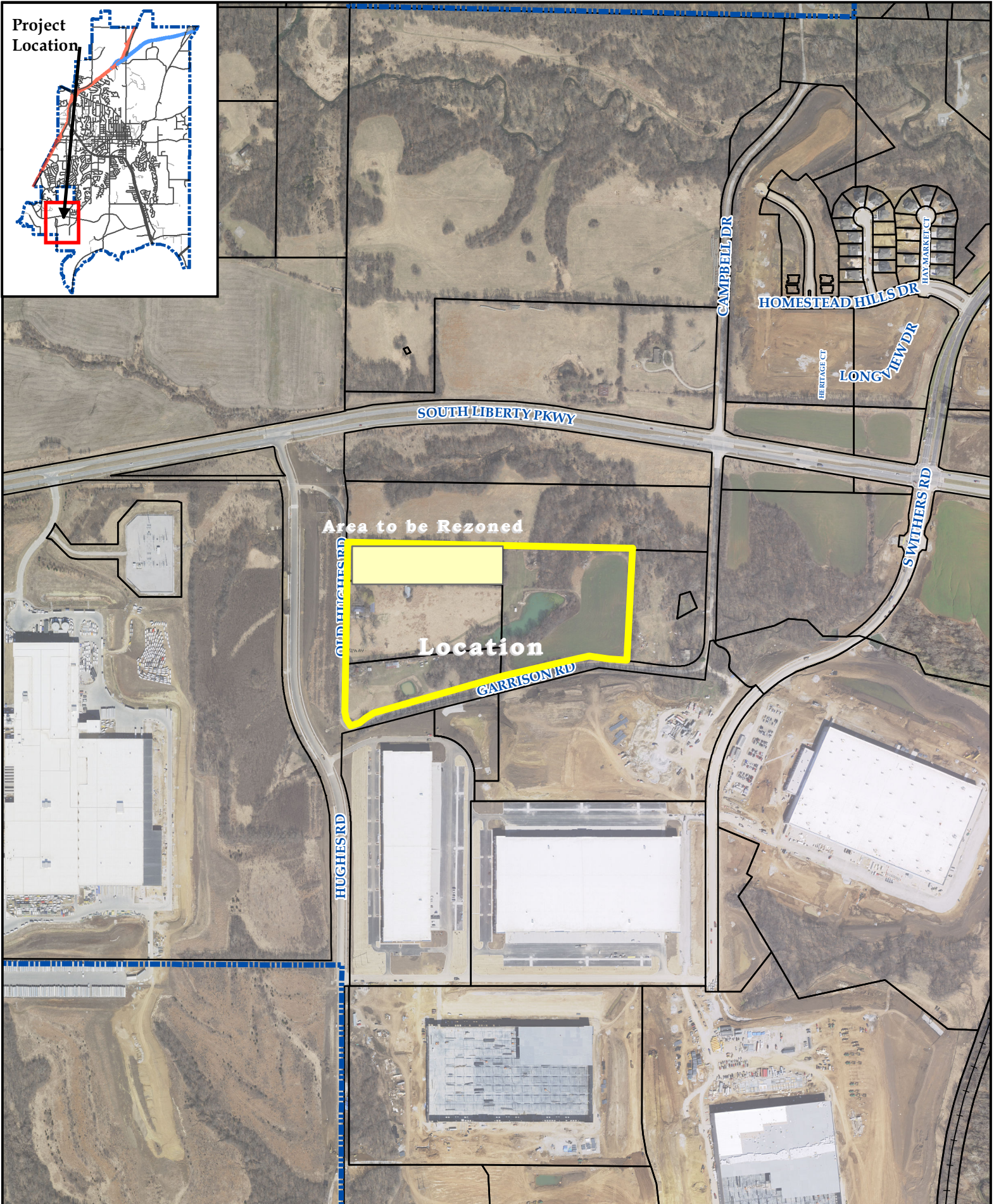
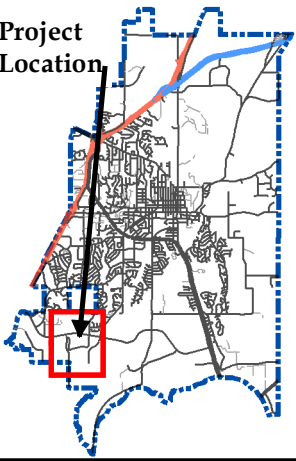
PZ RECOMMENDATION

At its July 11 2023 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 23-22R&PDP as presented in the staff report with the stipulation that the permit from the Army Corp of Engineers be obtained prior to the submission of a Final Development Plan application.

ATTACHMENTS

- Exhibit A: Vicinity Map
- Exhibit B: Previously Approved Site Plan
- Exhibit C: Proposed Site Plan
- Exhibit D: Landscape Plan
- Exhibit E: Building Elevations
- Exhibit F: Minutes Excerpt from Planning & Zoning Commission meeting
- Exhibit G: Ordinance

Project
Location

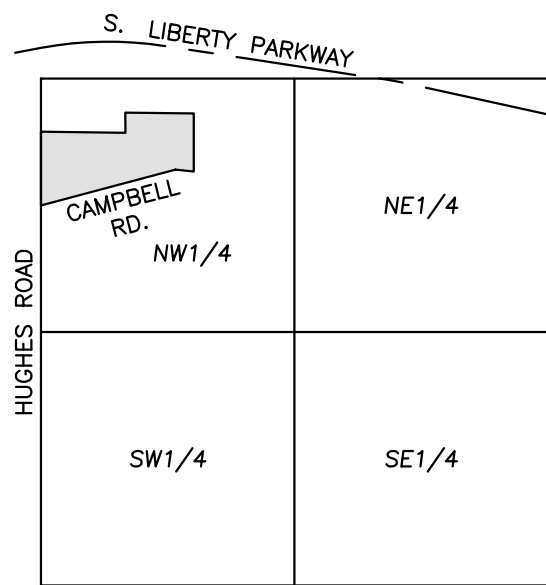
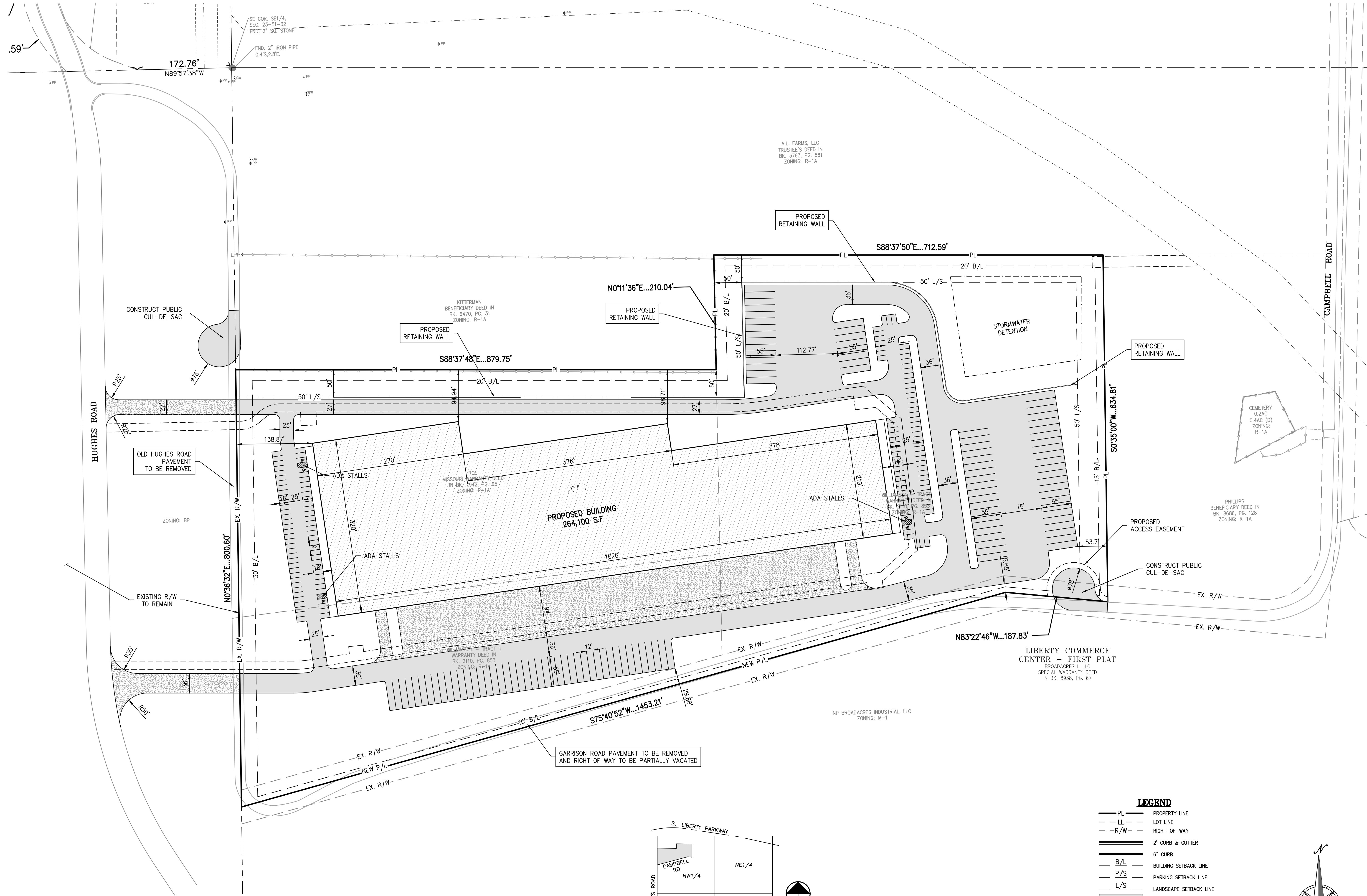


\\PHILIPS-SERVER\Projects\1\220900\Drawings\Site\Site.dwg Layout2 Feb 03, 2023 3:56pm Daniel Finn



Know what's below.
Call before you dig.

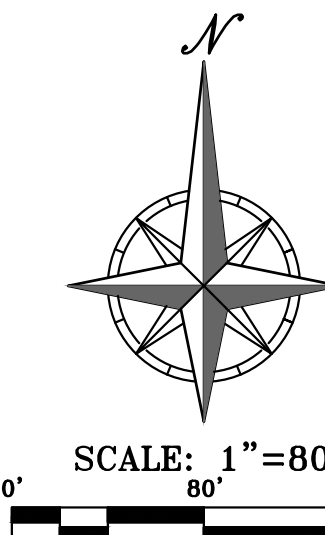
UTILITY NOTES:
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN.
UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES CALL 811.



VICINITY MAP
SEC. 25-51N-32W



- LEGEND**
- PL — PROPERTY LINE
 - LL — LOT LINE
 - R/W — RIGHT-OF-WAY
 - 2" — 2" CURB & GUTTER
 - 6" — 6" CURB
 - B/L — BUILDING SETBACK LINE
 - P/S — PARKING SETBACK LINE
 - L/S — LANDSCAPE SETBACK LINE
 - STANDARD DUTY ASPHALT PAVEMENT
 - PROPOSED BUILDING
 - CONCRETE PAVEMENT
 - CONCRETE SIDEWALK



PROJECT NO.	220900	Date	Revisions:	By	App.
CHECKED: DAF	APPROVED: JDC				
CERTIFICATE OF AUTHORIZATION					
LAND SURVEYING — LS-82					
ENGINEERING — E-361					
CERTIFICATE OF AUTHORIZATION					
LAND SURVEYING—2007/001/28					
ENGINEERING—2007/001/28					

SITE PLAN
781 LOGISTIC PARK
2525 OLD HUGHES ROAD
LIBERTY, CLAY COUNTY, MISSOURI

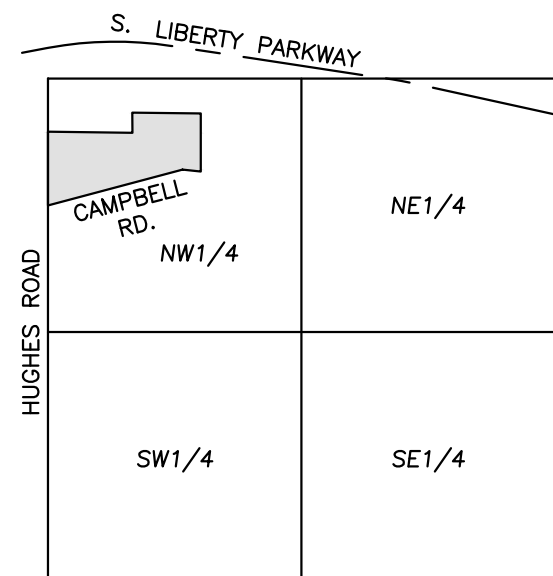
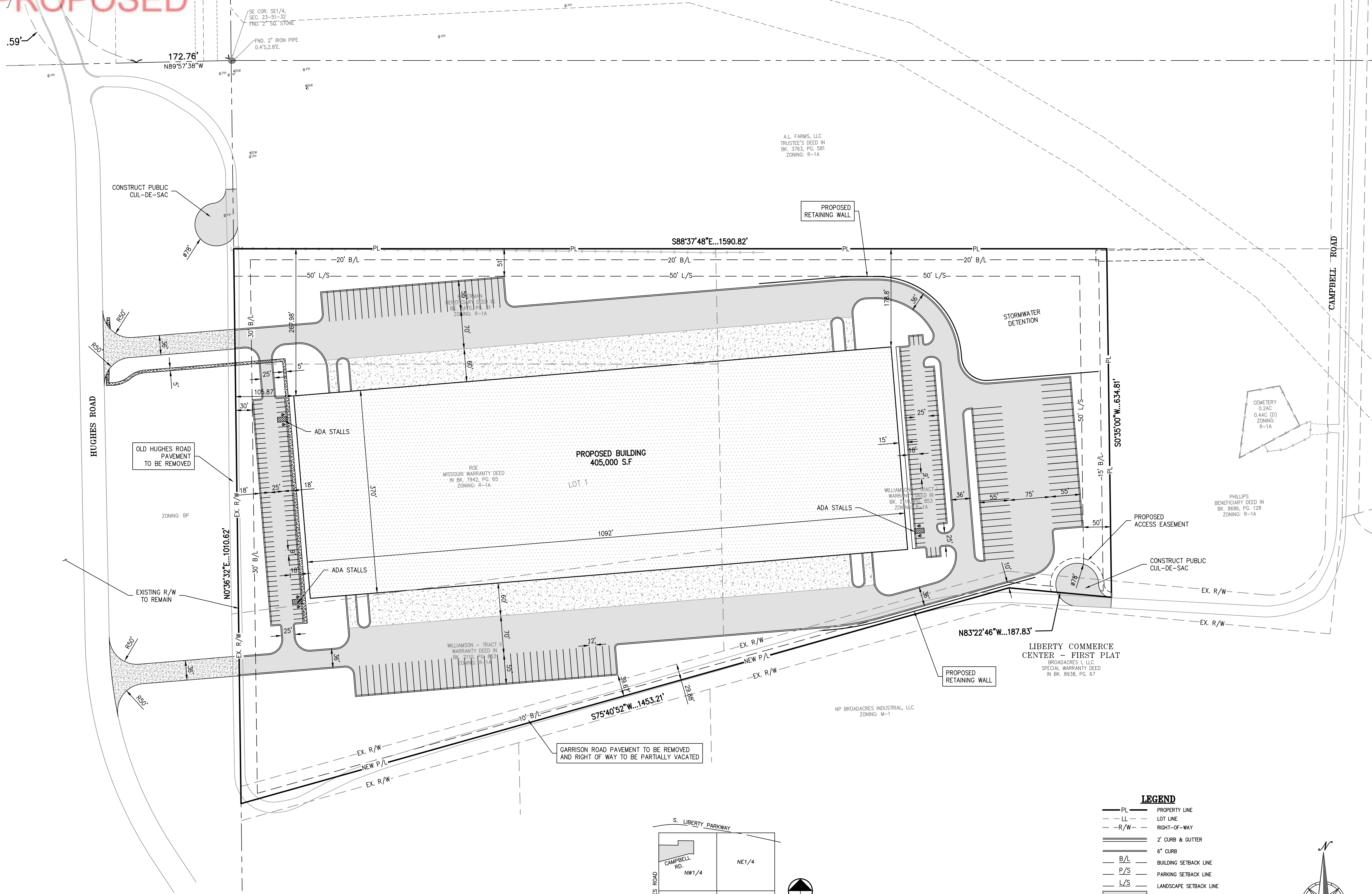
PHILIPS ENGINEERING, INC.
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1165
www.philipsengineering.com

**PLANNING
ENGINEERING
IMPLEMENTATION**

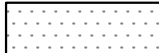
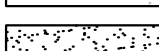


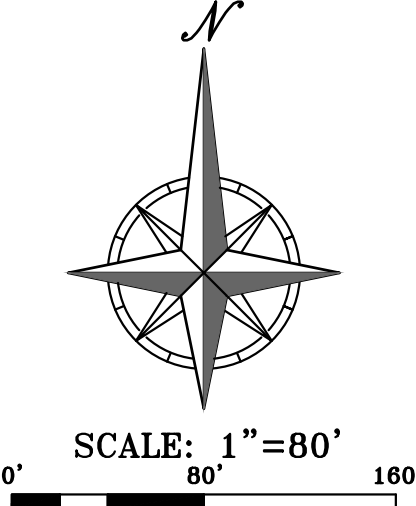
SHEET
C1.1

PROPOSED



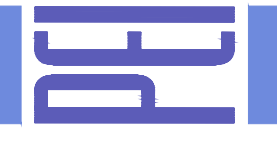
VICINITY MAP
SEC. 25-51N-32W

- | LEGEND | |
|---|--------------------------------|
| — PL — | PROPERTY LINE |
| — LL — | LOT LINE |
| — R/W — | RIGHT-OF-WAY |
| ===== | 2" CURB & GUTTER |
| ===== | 6" CURB |
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| — L/S — | LANDSCAPE SETBACK LINE |
|  | STANDARD DUTY ASPHALT PAVEMENT |
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|  | CONCRETE SIDEWALK |



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Fax (913) 393-1166
www.phelpsengineering.com

PLANNING
ENGINEERING
IMPLEMENTATION



SITE PLAN

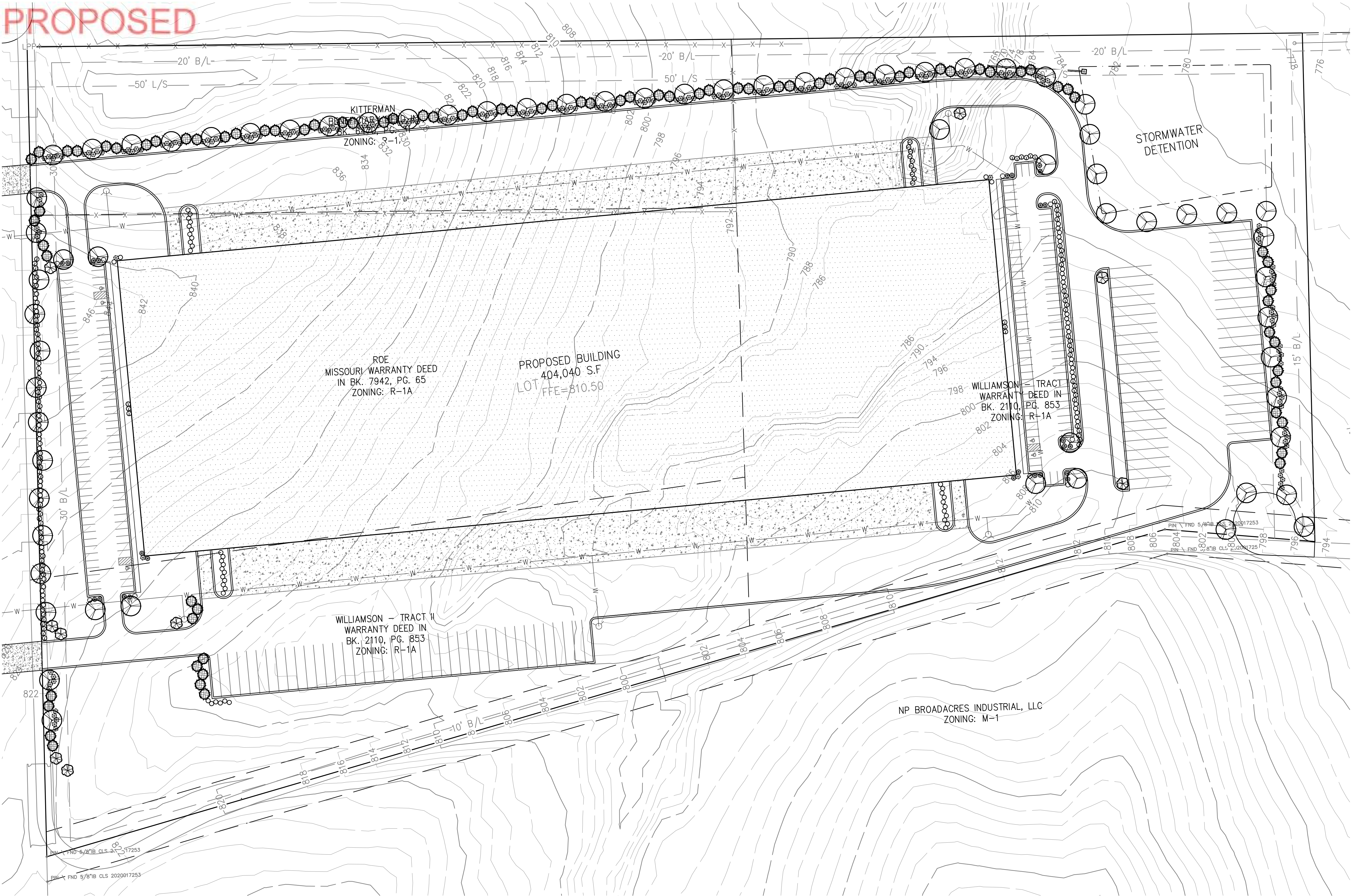
781 LOGISTIC PARK
2525 OLD HUGHES ROAD
LIBERTY, CLAY COUNTY, MISSOURI

App.	By	Date	Revisions:
DNN	DAF	REVISED PER STAFF COMMENTS	
No.	06-18-23		
PROJECT NO. 2209091			
DATE: 09-19-2023	JAWAHSI		
CHECKED: DATE APPROVED: DOC			
CERTIFICATE OF AUTHORIZATION			
LAND SHARING - LS-82			
ENGINEERING - E-397			
CERTIFICATE OF AUTHORIZATION			
LAND SHARING - 2007001128			
LAND SHARING - 2007001128			

SHEET

C1.1

PROPOSED



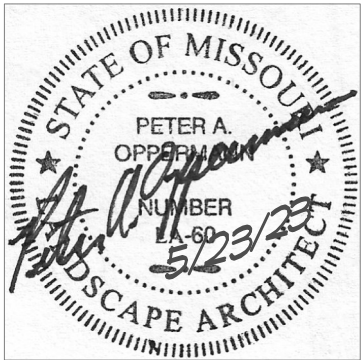
CONCEPT PLANT SCHEDULE

	LARGE SHADE TREES	67
	EVERGREEN TREES	83
	ORNAMENTAL TREE	9
	SPREADER EVERGREEN SHRUB	123
	DECIDUOUS SHRUB I	10
	DECIDUOUS SHRUB II	85
	LOW SPREADING EVERGREEN	25
	LARGE ORNAMENTAL SHRUB	186

Utility Note:
Utilities shown on plan are diagrammatic and some may be missing. Before starting any construction call appropriate locating service. In Missouri call 1-800-DIG-RITE (344-7483) to have utilities located.

NOTE:
Details and specifications to be provided in construction documents.

Preliminary Landscape Plan
Liberty Industrial

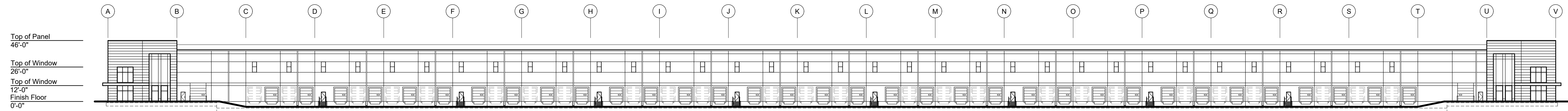


Oppermann LandDesign, LLC
Land Planning Landscape Architecture
22 Debra Lane
New Windsor, New York 12553
pete@oppermans56@gmail.com
913.592.5598

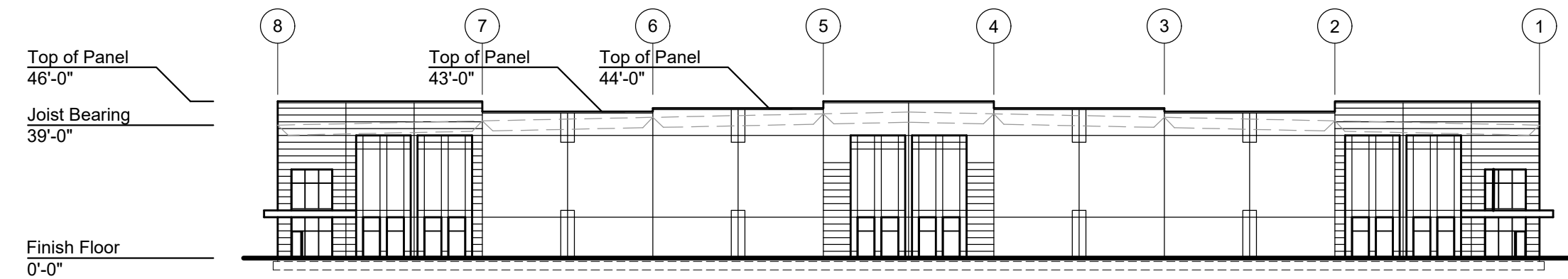
8601 East US 40 Highway
Kansas City, Missouri
LS-1

05/23/2023

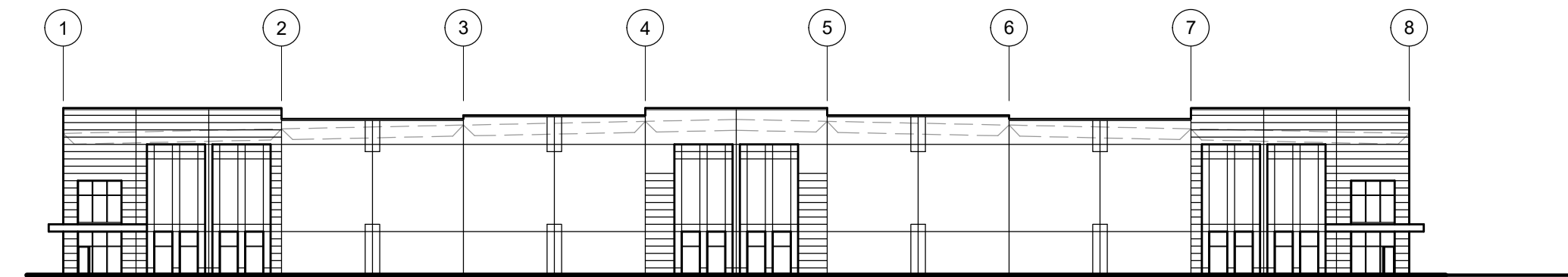
PROPOSED



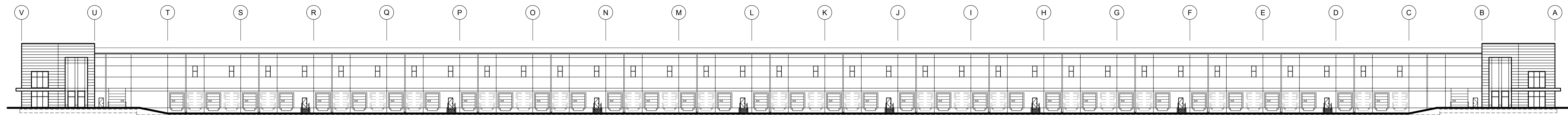
1 North Elevation
scale: 1" = 40'-0"



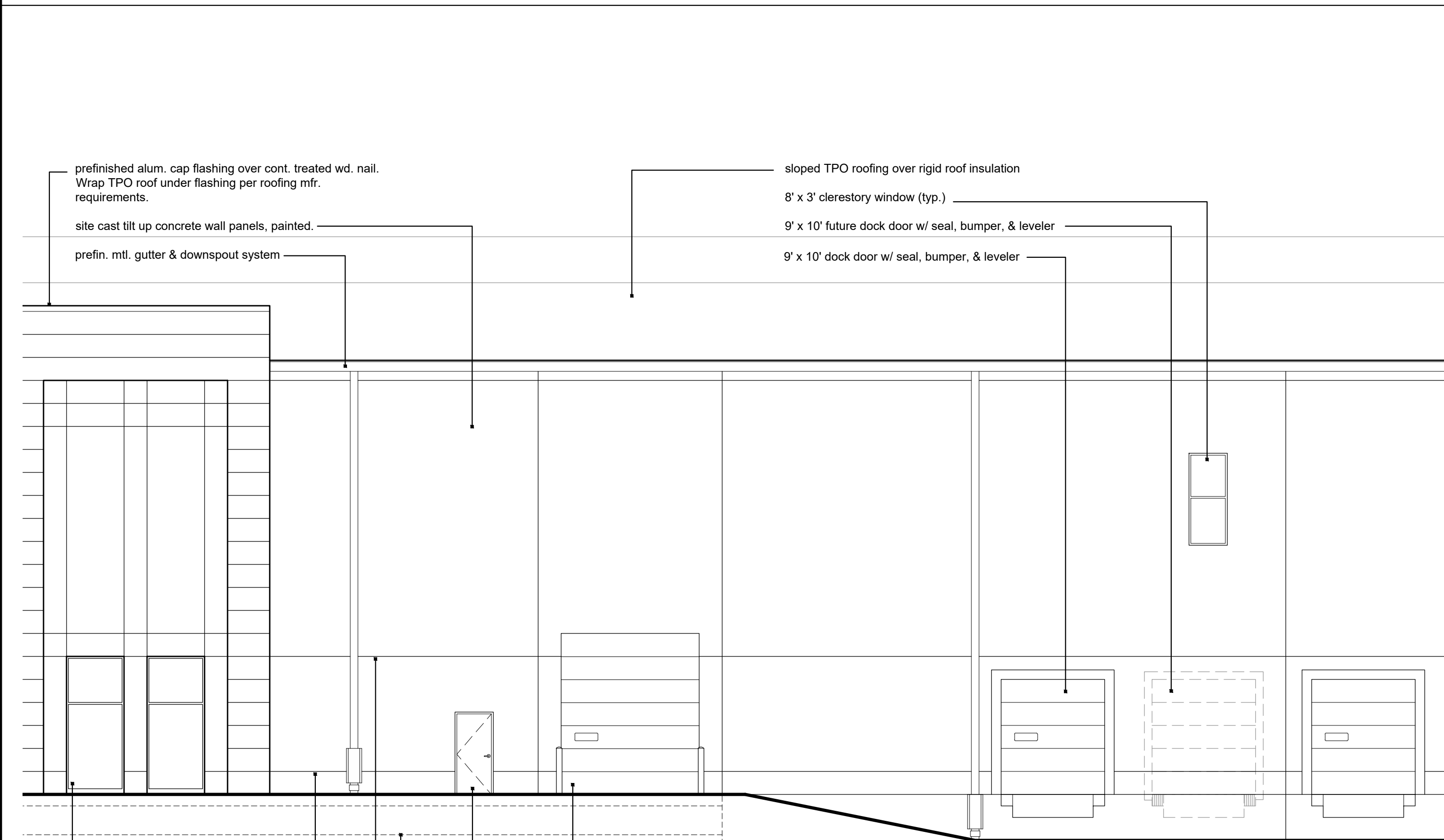
3 West Elevation
scale: 1" = 40'-0"



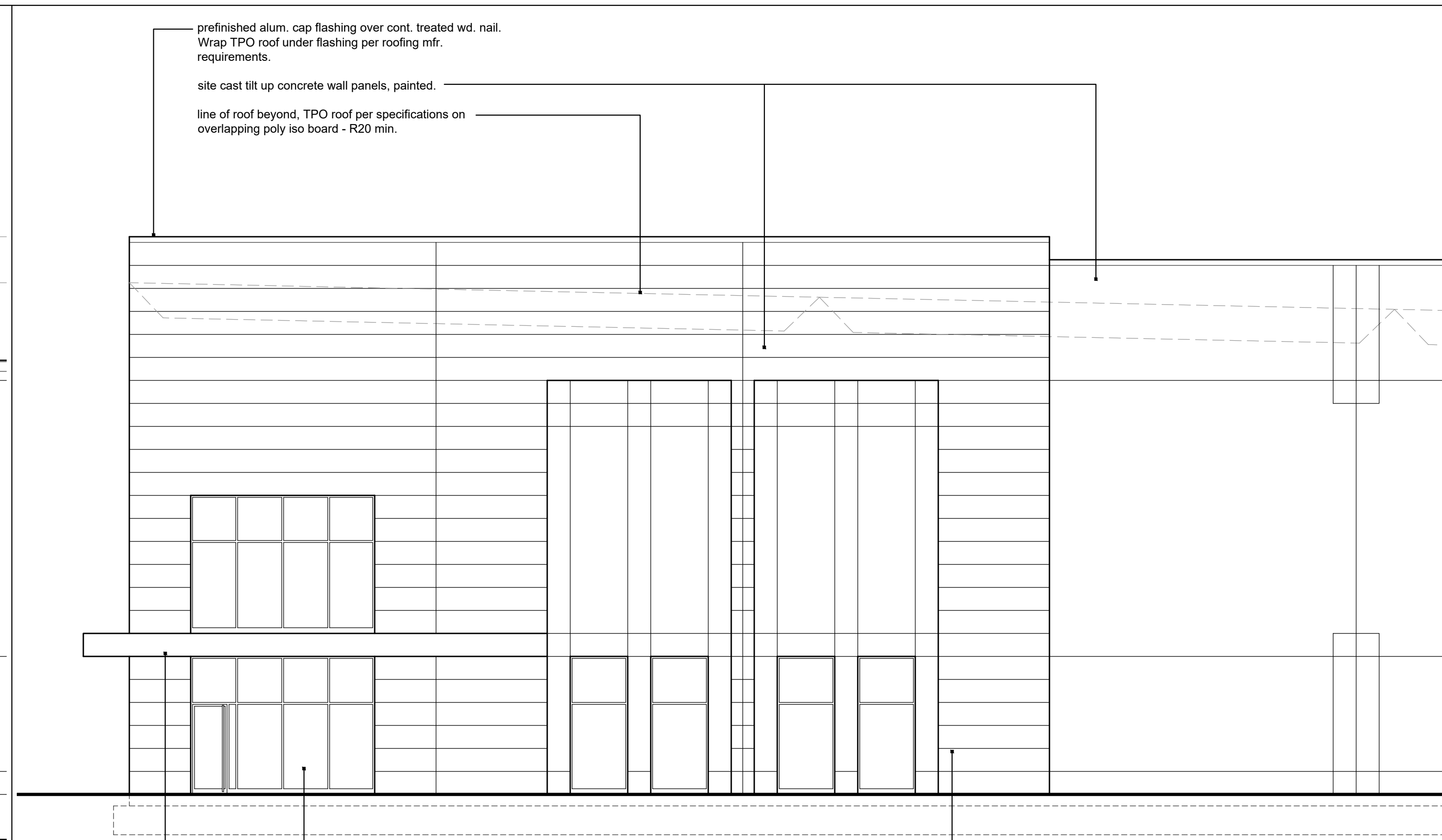
2 East Elevation
scale: 1" = 40'-0"



4 South Elevation
scale: 1" = 40'-0"



6 South Elevation Detail
scale: 1/8" = 1'-0"



5 West Elevation Detail
scale: 1/8" = 1'-0"

a new development for
781 Logistics Park
2525 Old Hughes Road
Liberty, Missouri

date 06.02.2023
drawn by DAE
checked by DAE
revisions

sheet number
A3.1
drawing type preliminary
project number 22227

A. P&Z Case 23-22R&PDP: Rezoning and Amended Preliminary Development Plan for 781 Logistics Park. Rezoning 4.24 acres to M-1 and amending the PDP to include the 4.24 acres. Project located on Hughes Rd. south of South Liberty Parkway.

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

Chairman Rosekrans asked the commissioners if they had any questions for staff.

Commissioner Dilts said she was concerned about traffic because of the increased number of trucks that are coming down Liberty Drive S. Withers Road.

Ms. Sharp said that the trucks are not supposed to use S. Withers and that staff recently received a complaint about the trucks such as Amazon trucks coming through residential areas. She said that staff reached out to Amazon to request that they notify their drivers to stay off the residential streets such as S. Withers.

Mr. Martinez stated that Large trucks are not supposed to use S. Withers per city regulation.

Chairman Rosekrans asked the applicant if they wish to speak.

John Davis, 105 Stewart Ct. #225 said this parcel was intended to be a part of this project all along but they could not get the required signatures previously. He said they do not have a user identified for the site and that they look forward to having the zoning in place so they can market the entire site.

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

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

Action: Commissioner Holt moved to approve the case as presented in the staff report with the stipulation as recommended by staff, Commissioner Summers seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Recusal: None

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI
BY REZONING 4.24 ACRES NORTH OF GARRISON ROAD BETWEEN HUGHES AND SOUTH
WITHERS, SOUTH OF SOUTH LIBERTY PARKWAY TO
M-1 "LIGHT INDUSTRIAL" DISTRICT FOR 781 LOGISTICS

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

SECTION I

WHEREAS, the City Council finds that the rezone described duly conforms to the standards and requirements of the Unified Development Ordinance of the City of Liberty, Missouri, the official zoning map shall be and the same is hereby amended rezoning 781 Logistics in the City of Liberty, Clay County, Missouri, the legal description of which is as follows:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 32 WEST, IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI, BEING DESCRIBED BY SCOTT G. CHRISMAN, MO RLS-2594, PHELPS ENGINEERING, INC. PROJECT NO. 220900 MAY 19, 2023, AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE S 0°36'32" W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 343.00 FEET, TO THE POINT OF BEGINNING; THENCE S 88°37'48" E, A DISTANCE OF 878.23 FEET; THENCE S 0°11'36" W, A DISTANCE OF 210.04 FEET; THENCE N 88°37'48" W, A DISTANCE OF 879.75 FEET, TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING ON THE CENTERLINE OF HUGHES ROAD, AS NOW ESTABLISHED BY THE PLAT OF FORD MOTOR STAMPING PLAT, A SUBDIVISION IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI; THENCE N 0°36'32" E, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, AND ALONG THE CENTERLINE OF SAID HUGHES ROAD, A DISTANCE OF 210.02 FEET, TO THE POINT OF BEGINNING, CONTAINING 4.2375 ACRES, MORE OR LESS.

SECTION II

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

SECTION III

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

ORDINANCE NO. _____ (CONT.)

SECTION IV

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF JUNE 16, 2023 TO JUNE 30, 2023

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

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

FUND NAME	FUND NUMBER	AMOUNT
GENERAL OPERATING FUND	10	\$ 170,440.99
LIMITED CAPITAL FUND	11	\$ 156,541.75
CAPTIAL SALES TAX FUND	50	\$ 110,470.24
TRANSPORTATION SALES TAX FUND	52	\$ 31,789.38
ECO/DEVO SALES TAX FUND	56	\$ 3,000.00
FIRE SALES TAX FUND	58	\$ 44,945.54
PARKS FUND	60	\$ 1,908.40
SPORTS COMPLEX FUND	61	\$ 22,735.68
COMMUNITY CENTER FUND	65	\$ 71,236.97
TRANSIENT GUEST TAX FUND	67	\$ 36,257.24
CEMETERY MAINTENANCE FUND	73	\$ 4,200.00
WATER OPERATING FUND	90	\$ 455,679.24
WASTEWATER OPERATING FUND	92	\$ 76,934.49
WATER CAPITAL FUND	94	\$ 14,851.37
WASTEWATER CAPITAL FUND	96	\$ 98,925.00
WASTEWATER TREATMENT FACILITY	97	\$ 57.00
PAYROLL CHECKS & BENEFITS	6/30/23	\$ 1,097,846.96
TOTAL APPROPRIATIONS		<u><u>\$ 2,397,820.25</u></u>

PASSED by the Council this 10th day of July, 2023.

MAYOR PRO TEM

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 10th day of July, 2023.

MAYOR PRO TEM

Appropriations Legend

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

JUNE 23rd CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
ABM SUPPLY				000286							
182141		06/23/23		POL SWAT SUPPLIES	945.00	041141	2023-072		P N W	SWAT TEAM SUPPLI	10.40.501.04.5050
AHIMSA LLC				.14520							
182142		06/23/23		WTR REFUND	133.62	041239	101 1460 00 10		P - W	WATER REFUNDS	90.2495
AMEREN MISSOURI				007206							
1910		06/21/23		ELECTRIC SERVICE	56.38	041134	54334-08113		P - H	ELECTRIC	90.70.801.12.5401
1910		06/21/23		ELECTRIC SERVICE	33.37	041135	29334-08115		P - H	ELECTRICITY-STRE	10.70.225.12.5405
1910		06/21/23		ELECTRIC SERVICE	13.92	041136	48334-08115		P - H	EMERGENCY MGT MA	10.50.300.14.5553
					103.67	*CHECK TOTAL					
VENDOR TOTAL					103.67						
AMES II/RICHARD ASHLEY				006627							
182143		06/23/23		CCTR SWIM INSTR	144.00	041142	6/13-6/18		P N W	PRIVATE SWIMMING	65.60.417.08.8125
BLUE VALLEY LABORATORIES				000686							
182144		06/23/23		PWK FOUNTAIN DYE	60.00	041143	57243		P - W	GENERAL SUPPLIES	10.70.201.04.5001
BOARD OF POLICE COMMISSI				000142							
182145		06/23/23		POL LAB FEES	1,819.16	041144	11080		P - W	MISCELLANEOUS FE	10.40.500.08.5399
BOONE/BRADLEY JASON				007562							
1909		06/21/23		NETWORK/SEC SERVICES	9,081.50	041137	058		P N H	CONTRACT LABOR	10.90.132.08.5397
BOUND TREE MEDICAL LLC				002300							
182146		06/23/23		FIRE EMS SUPPLIES	1,062.82	041145	84981186		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
182146		06/23/23		FIRE EMS SUPPLIES	190.79	041146	84982878		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
					1,253.61	*CHECK TOTAL					
VENDOR TOTAL					1,253.61						
BROWN/ROBERT				.14540							
182147		06/23/23		WTR REFUND	140.20	041259	233 0305 00 13		P - W	WATER REFUNDS	90.2495
BRYANT/COLE CHRISTOPHER				000616							
182148		06/23/23		CCTR SWIM INSTR	180.00	041147	6/17-6/19		P N W	PRIVATE SWIMMING	65.60.417.08.8125
BURNS & MCDONNELL ENG CO				003160							
182149		06/23/23		WTR LIME FEED UPGRADE	3,836.08	041190	117361-18	220103	P - W	ENGINEERING DESI	94.70.802.36.7501
CINTAS RENTAL SERVICE				000129							
182150		06/23/23		FIRE MOPS	65.93	041148	4157876883		P - W	PEST CONTROL/MOP	10.50.300.08.5369
CITY TREASURER				005223							
182151		06/23/23		MARRS RADIO	1,242.50	041149	2023-6		P - W	RADIO MAINTENANC	10.40.500.14.5552
182151		06/23/23		MARRS RADIO	1,136.00	041149	2023-6		P - W	RADIO MAINTENANC	10.50.301.14.5552
182151		06/23/23		MARRS RADIO	994.00	041149	2023-6		P - W	RADIO MAINTENANC	50.70.201.14.5552
					3,372.50	*CHECK TOTAL					
VENDOR TOTAL					3,372.50						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CLARK/BRANDON .14542		182152	06/23/23	WTR REFUND	76.00	041261	233 8255 00 04		P - W	WATER REFUNDS	90.2495
CLAYTON PAPER & DISTRIBU 005670		182153	06/23/23	OFFICE SUPPLIES	8.08	041150	170591A		P - W	GENERAL SUPPLIES	65.60.491.04.5001
		182153	06/23/23	COPY PAPER	1,569.41	041151	171090		P - W	INVENTORY-CENTRA	10.1710
					1,577.49	*CHECK TOTAL					
VENDOR TOTAL					1,577.49						
CLIMATE CONTROL HEATING 004614		182154	06/23/23	PKS PLUMBING RPRS	500.72	041152	I34725		P - W	BUILDING MAINTEN	61.60.458.14.5571
COOPER/ALBERT .14531		182155	06/23/23	WTR REFUND	34.65	041250	204 4950 00 09		P - W	WATER REFUNDS	90.2495
DANIELS/CHRISTOPHER 000687		182156	06/23/23	CCTR SWIM INSTR	250.00	041265	6/5-6/18		P N W	SWIM TEAM	65.60.417.08.8124
DENALI WATER SOLUTIONS 004182		182157	06/23/23	WTR WATER PLANT RESIDUAL	390,000.00	041191	INV507394		230037 P N W	FEES-LIME SLUDGE	90.70.802.08.5370
		182157	06/23/23	SWR DISPOSAL WTR PLANT	18,477.41	041192	INV508152		230037 P N W	FEES-BIOSOLID DI	92.70.902.08.5370
					408,477.41	*CHECK TOTAL					
VENDOR TOTAL					408,477.41						
DESIGN MECHANICAL INC 005741		182158	06/23/23	PWK HVAC RPRS	3,946.40	041153	220960		P - W	FACILITIES MAINT	10.70.221.14.5572
DOOLEY/MELISSA .14543		182159	06/23/23	WTR REFUND	52.99	041262	233 8665 00 03		P - W	WATER REFUNDS	90.2495
DULIER/JASON .14511		182160	06/23/23	WTR REFUND	111.71	041230	220 4170 00 04		P - W	WATER REFUNDS	90.2495
ENSZ & JESTER PC 004522		182161	06/23/23	HR EMP ATTY SERVICES	52.50	041154	6.1.23		P N W	MISCELLANEOUS FE	10.25.011.08.5399
FASTKICK MARTIAL ARTS 003059		182162	06/23/23	CCTR MARTIAL ARTS INSTR	147.00	041155	6.13.23		P N W	COMMUNITY PROGRA	65.60.417.08.8602
FRATERNAL ORDER OF POLIC 004537		182164	06/23/23	PAYROLL DEDUCTION	1,530.00	041156	JUNE		P - W	UNION DUES PAYAB	10.2190
GALE/PAUL & JODI .14539		182165	06/23/23	WTR REFUND	43.84	041258	232 0420 00 01		P - W	WATER REFUNDS	90.2495
GALL'S INC 005394		182166	06/23/23	POL UNIFORM BOOTS	267.99	041157	024563254		P - W	CLOTHING EXPENSE	10.40.500.38.5812
		182166	06/23/23	FIRE UNIFORMS	14.96	041158	024671460		P - W	CLOTHING EXPENSE	10.50.301.38.5812
		182166	06/23/23	FIRE UNIFORMS	235.84	041159	024675645		P - W	CLOTHING EXPENSE	10.50.301.38.5812

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
GALL'S INC				005394							
		182166	06/23/23	FIRE UNIFORMS	9.41	041160	024675700			P - W CLOTHING EXPENSE	10.50.301.38.5812
		182166	06/23/23	FIRE UNIFORMS	10.56	041161	024687597			P - W CLOTHING EXPENSE	10.50.301.38.5812
		182166	06/23/23	FIRE UNIFORMS	27.66	041162	024724301			P - W CLOTHING EXPENSE	10.50.301.38.5812
					566.42	*CHECK TOTAL					
				VENDOR TOTAL	566.42						
GIAMBALVO/KENNA				.14538							
		182167	06/23/23	WTR REFUND	113.31	041257	231 3410 00 05			P - W WATER REFUNDS	90.2495
GIBSON/INGEBJORG				.14534							
		182168	06/23/23	WTR REFUND	130.33	041253	209 0200 00 03			P - W WATER REFUNDS	90.2495
GIFFORD/MEGAN				000627							
		182169	06/23/23	CCTR SWIM INSTR	435.00	041163	6/12-6/19			P N W PRIVATE SWIMMING	65.60.417.08.8125
GOSSELIN/CHAZ				.14523							
		182170	06/23/23	WTR REFUND	127.04	041242	102 2020 00 07			P - W WATER REFUNDS	90.2495
GT DISTRIBUTORS INC				006123							
		182171	06/23/23	POL UNIFORMS	461.70	041164	UNIV0024574			P - W CLOTHING EXPENSE	10.40.500.38.5812
GUILD COLLECTIVE				000147							
		182172	06/23/23	VISIT LIBERTY ADS	7,155.43	041165	2978			P N W ADVERTISING	67.20.061.08.5371
HAMBERS/LORI				.14527							
		182173	06/23/23	WTR REFUND	130.97	041246	125 3060 00 26			P - W WATER REFUNDS	90.2495
HAMPEL OIL INC				006639							
		182174	06/23/23	WTR CHEVRON GST OIL	395.66	041166	91680358			P - W WATER PLANT MAIN	90.70.802.14.5534
HASTY AWARDS				004458							
		182175	06/23/23	PKS MEDALS	489.50	041167	02230579			P - W RECREATION SUPPL	61.60.458.04.5004
		182175	06/23/23	PKS MEDALS	813.19	041168	04232797			P - W RECREATION SUPPL	61.60.458.04.5004
		182175	06/23/23	PKS MEDALS	45.63	041169	06230862			P - W RECREATION SUPPL	61.60.458.04.5004
					1,348.32	*CHECK TOTAL					
				VENDOR TOTAL	1,348.32						
HERMAN/WESLEY				.14512							
		182176	06/23/23	WTR REFUND	62.80	041231	221 3940 00 19			P - W WATER REFUNDS	90.2495
HILL/DAVID				000528							
		182177	06/23/23	CCTR SWIM INSTR	396.00	041170	6/13-6/19			P N W PRIVATE SWIMMING	65.60.417.08.8125
		182177	06/23/23	CCTR SWIM INSTR	26.00	041170	6/13-6/19			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
					422.00	*CHECK TOTAL					
				VENDOR TOTAL	422.00						
HISTORIC DOWNTOWN LIBERT				004528							
		182178	06/23/23	REIMB FUN MONEY COUPONS	225.00	041171	6/16/23			P - W HDLI CONTRACT	67.20.061.38.5823

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
HISTORIC DOWNTOWN LIBERT 004528		182178	06/23/23	ADMIN EVERLIGHTS SYSTEM	16,587.40	041193	20846		230079	P - W HDLI CONTRACT	67.20.061.38.5823
					16,812.40		*CHECK TOTAL				
VENDOR TOTAL					16,812.40						
HOFFMAN/KARLA & JARED .14517		182179	06/23/23	WTR REFUND	21.11	041236	230 6833 00 02		P - W	WATER REFUNDS	90.2495
HORNBACK/EDWARD .14509		182180	06/23/23	WTR REFUND	93.03	041228	210 1690 00 01		P - W	WATER REFUNDS	90.2495
HOUSTON JR./JOHN .14518		182181	06/23/23	WTR REFUND	130.99	041237	101 1210 00 02		P - W	WATER REFUNDS	90.2495
HOWARD/MATTHEW & BRANDEE .14532		182182	06/23/23	WTR REFUND	11.69	041251	206 0920 00 03		P - W	WATER REFUNDS	90.2495
HY-VEE FOOD 006115		182183	06/23/23	SPLIT SESSION RECEPTION	162.87	041266	7499580		P - W	MISCELLANEOUS EX	10.10.101.38.5989
IDEKER INC 005268		182184	06/23/23	ST ASPHALT	212.00	041172	22492		P - W	ASPHALT-STREET R	50.75.607.14.5621
		182184	06/23/23	ST ASPHALT	1,560.11	041173	22451		P - W	ASPHALT-STREET R	50.75.607.14.5621
					1,772.11		*CHECK TOTAL				
VENDOR TOTAL					1,772.11						
JOHNSON/SYDNEY .14510		182185	06/23/23	WTR REFUND	129.02	041229	214 5660 00 08		P - W	WATER REFUNDS	90.2495
JOSTLE CORPORATION 000599		182186	06/23/23	T&L JOSTLE MAINT	45.36	041174	IN10084		P - W	SOFTWARE MAINTEN	10.90.132.14.5591
		182186	06/23/23	T&L JOSTLE MAINT	45.36	041174	IN10084		P - W	OTHER PREPAYMENT	10.1810
					90.72		*CHECK TOTAL				
VENDOR TOTAL					90.72						
K C WINNELSON INC 002103		182187	06/23/23	WTR MODIFIED LIDS	2,588.67	041175	042435 00		P - W	MAINS & LINES MA	90.70.801.14.5532
K C WINWATER WORKS CO 002767		182188	06/23/23	WTR INVENTORY	2,750.00	041176	311749 01		P - W	INVENTORY-MATERI	90.1700
		182188	06/23/23	WTR SUPPLIES	514.00	041177	311963 01		P - W	MAINS & LINES MA	90.70.801.14.5532
		182188	06/23/23	WTR SUPPLIES	275.00	041178	310854 02		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
		182188	06/23/23	WTR SUPPLIES	230.00	041179	312083 01		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
					3,769.00		*CHECK TOTAL				
VENDOR TOTAL					3,769.00						
KING/LAURA .14535		182189	06/23/23	WTR REFUND	61.45	041254	209 0820 00 11		P - W	WATER REFUNDS	90.2495

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
KITCHS LAWN CARE & LANDSC 006136		182190	06/23/23	CEM MOWING	2,100.00	041194	669	230055	P - W	MOWING CONTRACT	73.70.226.14.5577
LAWSON/WILLIAM .14515		182191	06/23/23	WTR REFUND	87.77	041234	226 0315 00 07		P - W	WATER REFUNDS	90.2495
LEWIS & ELLIS, INC. 000210		182192	06/23/23	FIN GASB 75	3,500.00	041180	MT621 231201		P - W	MISCELLANEOUS FE	10.30.130.08.5399
LIBERTY AGGREGATES LLC 004693		182193	06/23/23	ST ROCK	136.63	041181	22362		P - W	GRAVEL/ROCK-STRE	50.75.607.14.5622
		182193	06/23/23	ST ROCK	137.93	041182	22493		P - W	GRAVEL/ROCK-STRE	50.75.607.14.5622
		182193	06/23/23	WTR ROCK	64.13	041183	22500		P - W	MAINS & LINES MA	90.70.801.14.5532
		182193	06/23/23	WTR ROCK	64.12	041183	22500		P - W	MAINS & LINES MA	92.70.901.14.5532
		182193	06/23/23	WTR ROCK	499.84	041183	22500		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
		182193	06/23/23	ROCK	5,451.18	041184	22377		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
					6,353.83	*CHECK TOTAL					
VENDOR TOTAL					6,353.83						
LIN/YUNG CHWN .14508		182194	06/23/23	WTR REFUND	62.23	041227	210 0250 00 03		P - W	WATER REFUNDS	90.2495
LIPPERT MECHANICAL SERVI 006612		182195	06/23/23	WTP BACKFLOW INSPECTIONS	774.93	041185	S12104389		P - W	BUILDING MAINTEN	90.70.802.14.5571
LOGICALIS, INC. 000657		182196	06/23/23	T&L AVANAN MAINT	12,530.78	041267	IN216794		P - W	IT MAINTENANCE &	10.90.132.14.5555
		182196	06/23/23	T&L AVANAN MAINT	2,506.16	041267	IN216794		P - W	OTHER PREPAYMENT	10.1810
					15,036.94	*CHECK TOTAL					
VENDOR TOTAL					15,036.94						
MARMIC FIRE & SAFETY CO 006539		182197	06/23/23	ENG ALARM INSPECTIONS	874.50	041186	C648710		P - W	FACILITIES MAINT	10.70.221.14.5572
		182197	06/23/23	ENG ALARM INSPECTIONS	990.00	041187	C686612		P - W	FACILITIES MAINT	10.70.221.14.5572
					1,864.50	*CHECK TOTAL					
VENDOR TOTAL					1,864.50						
MCDONALD/EMMA 000356		182198	06/23/23	CCTR SWIM INSTR	176.00	041188	6/14-6/19		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		182198	06/23/23	CCTR SWIM INSTR	66.00	041188	6/14-6/19		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
					242.00	*CHECK TOTAL					
VENDOR TOTAL					242.00						
MCH SFR PROEPRTY OWNER 1 .14529		182199	06/23/23	WTR REFUND	34.16	041248	140 4340 00 06		P - W	WATER REFUNDS	90.2495
MCH SFR PROPERTY OWNER 1 .14541		182200	06/23/23	WTR REFUND	134.28	041260	233 4550 00 04		P - W	WATER REFUNDS	90.2495

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
MCNAIR/CONNOR		.14514							
182201	06/23/23	WTR REFUND	114.85	041233	226 0270 00 04		P - W	WATER REFUNDS	90.2495
METROPOLITAN TELECOMM; M		000243							
182202	06/23/23	T&L POTS LINES	777.61	041189	01005310623198		P - W	TELECOMMUNICATIO	10.90.132.12.5455
MIDWEST DIESEL PERFORMAN		000533							
182203	06/23/23	WTR TAKEUCHI MAINT	615.00	041195	1443		P - W	MISC EQUIPMENT M	90.70.801.14.5559
182203	06/23/23	WTR TAKEUCHI MAINT	614.99	041195	1443		P - W	MISC EQUIPMENT M	92.70.901.14.5559
182203	06/23/23	WWT #185 VACTOR	2,530.71	041196	1444		P - W	MISC EQUIPMENT M	92.70.901.14.5559
			3,760.70		*CHECK TOTAL				
		VENDOR TOTAL	3,760.70						
MIDWEST OFFICE TECHNOLOG		008612							
182204	06/23/23	COPIER USAGE	52.80	041197	INST365263		P - W	COPIER LEASE & U	10.80.151.04.5110
182204	06/23/23	COPIER USAGE	52.79	041197	INST365263		P - W	COPIER LEASE & U	10.70.201.04.5110
			105.59		*CHECK TOTAL				
		VENDOR TOTAL	105.59						
MILLS/CHRISTI		.14513							
182205	06/23/23	WTR REFUND	12.36	041232	221 6640 00 05		P - W	WATER REFUNDS	90.2495
MISSISSIPPI LIME CO INC		005761							
182206	06/23/23	WTR HYDRATED LIME	8,338.48	041198	1675885	230034	P - W	CHEMICALS	90.70.802.04.5010
MOAZ CONSTRUCTION INC		006100							
182207	06/23/23	WTR CONCRETE	1,183.50	041199	104		P - W	MAINS & LINES MA	90.70.801.14.5532
MVP PAINTING		.14545							
182208	06/23/23	WTR REFUND	468.13	041264	354 0017 00 03		P - W	WATER REFUNDS	90.2495
MYRICK MECHANICAL		000669							
182209	06/23/23	PWK HVAC SERVICE	253.27	041200	1271		P - W	FACILITIES MAINT	10.70.221.14.5572
NEW RESOURCES GROUP INC		007116							
182210	06/23/23	WTR LEAK TABLETS	454.20	041201	00034133		P - W	OUTSIDE PRINTING	90.30.133.04.5120
NEXTRAN TRUCK CENTERS		000468							
182211	06/23/23	WTR #181 VEH MAINT	17.55	041202	162733P		P - W	VEHICLE MAINTENA	90.70.801.14.5541
182211	06/23/23	WWT #181 VEH MAINT	17.55	041202	162733P		P - W	VEHICLE MAINTENA	92.70.901.14.5541
			35.10		*CHECK TOTAL				
		VENDOR TOTAL	35.10						
NORTHPOINT ASSET MGMT LL		.14530							
182212	06/23/23	WTR REFUND	129.02	041249	204 4580 00 04		P - W	WATER REFUNDS	90.2495
NPG NEWSPAPERS INC		000221							
182213	06/23/23	MAKE MUSIC AD	200.00	041203	93900-060123		P - W	LEGAL ADS	10.80.151.08.5379

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OBUNGU/KEVIN .14521		182214	06/23/23	WTR REFUND	59.34	041240	101 2650 00 23		P - W	WATER REFUNDS	90.2495
PACE ANALYTICAL SERVICES 005664		182215	06/23/23	WWTP LAB SERVICES	676.40	041204	2360185606	230015	P - W	LAB FEES	92.70.902.08.5365
		182215	06/23/23	WWTP LAB SERVICES	676.40	041205	2360185755	230015	P - W	LAB FEES	92.70.902.08.5365
					1,352.80	*CHECK TOTAL					
VENDOR TOTAL					1,352.80						
PAOLETTI/ISABELLA 008879		182216	06/23/23	CCTR SWIM INSTR	846.00	041206	6/20		P N W	PRIVATE SWIMMING	65.60.417.08.8125
PREMIER TRUCK GROUP OF K 000338		182218	06/23/23	WWT VACTOR BLOWER MOTOR	175.02	041207	805151189		P - W	VEHICLE MAINTENA	92.70.901.14.5541
PRINTING UNLIMITED 004763		182217	06/23/23	UTIL BILL INSERT	655.60	041208	69317		P - W	PRINTING	10.20.031.04.5120
REPUBLIC SERVICES #468 008397		182219	06/23/23	DUMPSTER SERVICE	2,052.18	041209	0468-004091436		P - W	FEES-BIOSOLID DI	92.70.902.08.5370
		182219	06/23/23	DUMPSTER SERVICE	305.02	041209	0468-004091436		P - W	CONTRACT LABOR	90.70.801.08.5397
		182219	06/23/23	DUMPSTER SERVICE	305.02	041209	0468-004091436		P - W	CONTRACT LABOR	92.70.901.08.5397
		182219	06/23/23	DUMPSTER SERVICE	659.64	041210	0468-004091596		P - W	MISCELLANEOUS FE	92.70.902.08.5399
		182219	06/23/23	DUMPSTER SERVICE	659.64	041210	0468-004091596		P - W	CONTRACT LABOR	90.70.801.08.5397
		182219	06/23/23	DUMPSTER SERVICE	659.64	041210	0468-004091596		P - W	CONTRACT LABOR	92.70.901.08.5397
					4,641.14	*CHECK TOTAL					
VENDOR TOTAL					4,641.14						
RICHARD/TAYLOR & HEATHER .14525		182220	06/23/23	WTR REFUND	60.72	041244	117 3061 00 05		P - W	WATER REFUNDS	90.2495
RICOH USA, INC 000314		182221	06/23/23	POL COPIER USAGE	85.45	041211	5067437314		P - W	COPIER LEASE & U	10.40.512.04.5110
ROAD RUNNER SAFETY SERVI 008966		182222	06/23/23	RENTAL SIGNS-KINGS HWY	3,142.60	041212	00021092		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
ROGERS/SEAN & CRISTIN .14516		182223	06/23/23	WTR REFUND	33.88	041235	230 6821 00 06		P - W	WATER REFUNDS	90.2495
ROUSE FRETS WHITE GOSS G 006287		182224	06/23/23	WWT PROF SERVICES	650.25	041213	100061420		P - W	LEGAL FEES	92.70.903.08.5311
SAMS CLUB DISCOVER-GECS 003621		1907	06/21/23	OFFICE SUPPLIES	41.98	041138	MAY		P - H	GENERAL SUPPLIES	10.20.131.04.5001
		1907	06/21/23	OFFICE SUPPLIES	124.02	041138	MAY		P - H	GENERAL SUPPLIES	10.30.130.04.5001
		1907	06/21/23	FIRE STATION SUPPLIES	1,035.04	041138	MAY		P - H	STATION SUPPLIES	10.50.301.04.5020
		1907	06/21/23	AGING SUPPLIES	8.98	041138	MAY		P - H	GENERAL SUPPLIES	10.60.483.04.5001
		1907	06/21/23	PKS CULTURE CLUB	31.02	041138	MAY		P - H	OTHER TRAINING	60.60.415.06.5259
		1907	06/21/23	PKS CONCESSION SUPPLIES	2,210.96	041138	MAY		P - H	CONCESSION	61.60.458.04.5007
		1907	06/21/23	CCTR OFFICE SUPPLIES	15.52	041138	MAY		P - H	GENERAL SUPPLIES	65.60.491.04.5001

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SAMS CLUB DISCOVER-GEGRS	003621							
1907	06/21/23	WTR SUPPLIES	124.02	041138	MAY		P - H GENERAL SUPPLIES	90.30.133.04.5001
			3,591.54	*CHECK TOTAL				
		VENDOR TOTAL	3,591.54					
SHI INTERNATIONAL CORP	000027							
182225	06/23/23	MICROSOFT LICENSING	8,833.30	041214	B16924076		P - W SOFTWARE MAINTEN	10.90.132.14.5591
182225	06/23/23	MICROSOFT LICENSING	6,309.50	041214	B16924076		P - W OTHER PREPAYMENT	10.1810
			15,142.80	*CHECK TOTAL				
		VENDOR TOTAL	15,142.80					
SHORES/CRAIG & BRENDA	.14536							
182226	06/23/23	WTR REFUND	130.99	041255	231 1815 00 15		P - W WATER REFUNDS	90.2495
SMITH/ABIGAIL	000433							
182227	06/23/23	CCTR SWIM INSTR	390.00	041215	6/13-6/19		P N W PRIVATE SWIMMING	65.60.417.08.8125
SMITH/AUTUMN	.14522							
182228	06/23/23	WTR REFUND	40.13	041241	101 3170 00 21		P - W WATER REFUNDS	90.2495
SOUNDOFF SIGNAL GSA	000685							
182229	06/23/23	POL #212Ó RUN LIGHTS	1,489.49	041216	0000009636		P - W VEHICLE CHANGE OV	10.40.500.18.5606
SPIRE MISSOURI INC	005357							
1911	06/21/23	GAS SERVICE	48.71	041139	MAY		P - H NATURAL GAS	61.60.458.12.5421
1911	06/21/23	GAS SERVICE	176.66	041139	MAY		P - H NATURAL GAS	10.50.300.12.5421
1911	06/21/23	GAS SERVICE	76.58	041139	MAY		P - H NATURAL GAS	10.50.300.12.5421
1911	06/21/23	GAS SERVICE	79.19	041139	MAY		P - H NATURAL GAS	10.50.300.12.5421
1911	06/21/23	GAS SERVICE	699.74	041139	MAY		P - H NATURAL GAS	10.70.221.12.5421
1911	06/21/23	GAS SERVICE	52.65	041139	MAY		P - H NATURAL GAS	10.70.225.12.5421
1911	06/21/23	GAS SERVICE	2,266.40	041139	MAY		P - H NATURAL GAS	65.60.491.12.5421
1911	06/21/23	GAS SERVICE	88.49	041139	MAY		P - H NATURAL GAS	10.70.225.12.5421
1911	06/21/23	GAS SERVICE	47.28	041139	MAY		P - H NATURAL GAS	90.70.802.12.5421
1911	06/21/23	GAS SERVICE	51.83	041139	MAY		P - H NATURAL GAS	10.20.051.12.5421
1911	06/21/23	GAS SERVICE	145.02	041139	MAY		P - H NATURAL GAS	90.70.802.12.5421
1911	06/21/23	GAS SERVICE	21.24	041139	MAY		P - H NATURAL GAS	92.70.902.12.5421
1911	06/21/23	GAS SERVICE	21.24	041139	MAY		P - H NATURAL GAS	92.70.901.12.5421
1911	06/21/23	GAS SERVICE	21.24	041139	MAY		P - H NATURAL GAS	90.70.801.12.5421
1911	06/21/23	GAS SERVICE	47.33	041139	MAY		P - H NATURAL GAS	60.60.420.12.5421
			3,843.60	*CHECK TOTAL				
		VENDOR TOTAL	3,843.60					
SUTTON/KATELYN DANIELLE	000327							
182230	06/23/23	CCTR SWIM INSTR	32.00	041217	6/16-6/19		P N W PRIVATE SWIMMING	65.60.417.08.8125
SUZUKI/SHAWNA	.14526							
182231	06/23/23	WTR REFUND	26.44	041245	119 1490 00 19		P - W WATER REFUNDS	90.2495
T & E COMPANY INC	004708							
182232	06/23/23	WTR TRACTOR RPR	227.50	041218	202305411		P - W VEHICLE MAINTENA	90.70.802.14.5541

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TAXPAYERS UNLIMITED INC 004954		182233	06/23/23	FIRE DUES	20.00	041219	JUNE		P - W	UNION DUES PAYAB	10.2188
TAYLOR/CHRIS & TRAVIS .14533		182234	06/23/23	WTR REFUND	127.20	041252	206 1180 00 03		P - W	WATER REFUNDS	90.2495
TAYLOR/TRAVIS .14544		182235	06/23/23	WTR REFUND	26.06	041263	238 0200 00 07		P - W	WATER REFUNDS	90.2495
TECHNOLOGY GROUP SOLUTIO 004267		182236	06/23/23	T&L HPE MAINT RENEWAL	4,758.53	041220	52788		P - W	IT MAINTENANCE &	10.90.132.14.5555
		182236	06/23/23	T&L HPE MAINT RENEWAL	3,398.95	041220	52788		P - W	OTHER PREPAYMENT	10.1810
					8,157.48	*CHECK TOTAL					
VENDOR TOTAL					8,157.48						
TELEFLEX LLC 000016		182237	06/23/23	FIRE EMS SUPPLIES	612.50	041221	9507037082		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
TEST/DARRIN & FABJOLA .14537		182238	06/23/23	WTR REFUND	10.03	041256	231 1990 00 02		P - W	WATER REFUNDS	90.2495
TG TECHNICAL SERVICE 005194		182239	06/23/23	WWT CALIBRATION,O2 SENSR	774.00	041222	02260		P - W	MAINS & LINES MA	92.70.901.14.5532
THOMAS/WADE 006034		182240	06/23/23	T&L ESRI CONF	2,177.21	041223	7/5-7/17		P - W	TRAINING TRAVEL	10.90.132.06.5210
TITAN SOLAR POWER .14507		182241	06/23/23	PERMIT REFUND	206.00	041224	BLD-06-2200032		P - W	BUILDING PERMITS	10.20.3071
		182241	06/23/23	PERMIT REFUND	310.00	041224	BLD-06-2200032		P - W	ELECTRICIAL INSP	10.40.3224
		182241	06/23/23	PERMIT REFUND	46.20	041224	BLD-06-2200032		P - W	PLANNING SERVICE	10.40.3222
					562.20	*CHECK TOTAL					
VENDOR TOTAL					562.20						
TRAFFIC LOGIX CORP 006291		182242	06/23/23	ST SPEED HUMP	7,089.00	041268	SIN20839		P - W	STREET/TRAFFIC L	10.70.201.14.5556
TRANSYSTEMS 006939		182243	06/23/23	PW 291/BLUE JAY-STEWART	13,206.04	041225	INV-0004104919	220135	P - W	TRAFFIC SIGNAL U	52.75.607.14.5626
		182243	06/23/23	PW 291/BLUE JAY-STEWART	16,385.09	041226	INV-0004130019	220135	P - W	TRAFFIC SIGNAL U	52.75.607.14.5626
					29,591.13	*CHECK TOTAL					
VENDOR TOTAL					29,591.13						
TYLER TECHNOLOGIES-INCOD 005066		182244	06/23/23	INCODE-COURT ONLINE	175.00	041269	025-425565		P - W	SOFTWARE MAINTEN	10.90.132.14.5591
UMB BANK N A 004100		1908	06/21/23	WWT SRF 2005C	2,183.42	041140	6/25/23		P - H	SRF 2005 INTERES	92.2502
		1908	06/21/23	WWT SRF 2005C	33,333.33	041140	6/25/23		P - H	TRUSTEE SRF PRIN	92.1274
					35,516.75	*CHECK TOTAL					
VENDOR TOTAL					35,516.75						

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UNITE PRIVATE NETWORKS L		005621									
182163 06/23/23		T&L TELECOMMUNICATIONS			8,572.00	041270	SI-23-017886		P N W	TELECOMMUNICATIO	10.90.132.12.5455
UNITED RENTALS - NORTH A		008963									
182245 06/23/23		BLADE-KINGS HWY			1,416.67	041271	220271103-001		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
VALVOLINE LLC		005460									
182246 06/23/23		POL #206 OIL CHANGE			34.99	041272	56479		P - W	VEHICLE MAINTENA	10.40.500.14.5541
182246 06/23/23		WWT #182 OIL CHANGE			54.98	041273	56859		P - W	VEHICLE MAINTENA	92.70.901.14.5541
					89.97	*CHECK TOTAL					
VENDOR TOTAL					89.97						
VANHORN/DUSTIN		.14524									
182247 06/23/23		WTR REFUND			150.07	041243	103 0730 00 24		P - W	WATER REFUNDS	90.2495
VETERINARY CENTER OF LIB		004817									
182248 06/23/23		ACTL VET SERVICES			45.00	041274	21880		P - W	VETERINARY SERVI	10.20.051.08.5358
182248 06/23/23		ACTL VET SERVICES			65.00	041275	21897		P - W	VETERINARY SERVI	10.20.051.08.5358
182248 06/23/23		ACTL VET SERVICES			45.00	041276	21860		P - W	VETERINARY SERVI	10.20.051.08.5358
182248 06/23/23		ACTL VET SERVICES			45.00	041277	21862		P - W	VETERINARY SERVI	10.20.051.08.5358
182248 06/23/23		ACTL VET SERVICES			65.00	041278	21868		P - W	VETERINARY SERVI	10.20.051.08.5358
182248 06/23/23		ACTL VET SERVICES			45.00	041279	21839		P - W	VETERINARY SERVI	10.20.051.08.5358
182248 06/23/23		ACTL VET SERVICES			45.00	041280	21894		P - W	VETERINARY SERVI	10.20.051.08.5358
182248 06/23/23		ACTL VET SERVICES			45.00	041281	21840		P - W	VETERINARY SERVI	10.20.051.08.5358
					400.00	*CHECK TOTAL					
VENDOR TOTAL					400.00						
WILLIAMS/KALI		.14519									
182249 06/23/23		WTR REFUND			61.35	041238	101 1341 00 18		P - W	WATER REFUNDS	90.2495
YOUNG/TERRY & LEA		.14528									
182250 06/23/23		WTR REFUND			150.00	041247	139 0150 00 03		P - W	WATER REFUNDS	90.2495

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
A T & T MOBILITY 008295								
182251	06/30/23	MOBILE PHONE SERVICE	43.81	041334	X06012323		P N W MOBILE PHONES	10.50.311.12.5453
182251	06/30/23	MOBILE PHONE SERVICE	56.51	041334	X06012323		P N W MOBILE PHONES	10.50.315.12.5453
182251	06/30/23	MOBILE PHONE SERVICE	97.75	041334	X06012323		P N W MOBILE PHONES	10.50.321.12.5453
182251	06/30/23	MOBILE PHONE SERVICE	468.91	041334	X06012323		P N W MOBILE PHONES	10.50.300.12.5453
182251	06/30/23	MOBILE PHONE SERVICE	723.45	041334	X06012323		P N W MOBILE PHONES	10.90.132.12.5453
			1,390.43	*CHECK TOTAL				
VENDOR TOTAL			1,390.43					
ALTERATIONS & CUSTOM SEW 005482								
182252	06/30/23	POL UNIFORMS	36.00	041282	3610		P N W CLOTHING EXPENSE	10.40.500.38.5812
182252	06/30/23	POL UNIFORMS	48.00	041283	3403		P N W CLOTHING EXPENSE	10.40.500.38.5812
182252	06/30/23	POL UNIFORMS	366.00	041284	3489		P N W CLOTHING EXPENSE	10.40.500.38.5812
182252	06/30/23	POL UNIFORMS	167.97	041285	3662		P N W CLOTHING EXPENSE	10.40.500.38.5812
			617.97	*CHECK TOTAL				
VENDOR TOTAL			617.97					
AMERICAN DIGITAL SECURIT 004908								
182253	06/30/23	T&L ADS SERVICE	250.00	041286	INV0015429		P - W FACILITIES SECUR	10.90.132.14.5554
AMES II/RICHARD ASHLEY 006627								
182254	06/30/23	CCTR SWIM INSTR	176.00	041332	6/20-6/25		P N W PRIVATE SWIMMING	65.60.417.08.8125
ANDERSON/SKYLAR 000612								
182255	06/30/23	CCTR SWIM INSTR	15.00	041333	6/20		P N W PRIVATE SWIMMING	65.60.417.08.8125
ARC PHYSICAL THERAPY PLU 006467								
182256	06/30/23	POET PRE EMPLOY TESTING	150.00	041287	0602231507		P N W EMPLOYMENT TESTI	10.40.500.08.5392
182256	06/30/23	POET PRE EMPLOY TESTING	150.00	041287	0602231507		P N W EMPLOYMENT TESTI	10.50.300.08.5392
182256	06/30/23	POET PRE EMPLOY TESTING	150.00	041287	0602231507		P N W MISCELLANEOUS EX	10.70.225.38.5989
			450.00	*CHECK TOTAL				
VENDOR TOTAL			450.00					
BARCO MUNICIPAL PRODUCTS 003811								
182257	06/30/23	WTR SIGNS	124.42	041288	IN-246620		P - W MAINS & LINES MA	90.70.801.14.5532
BARTS ELECTRIC CO INC 002795								
182258	06/30/23	CCTR SIGNS,CONDUIT	2,524.93	041289	26662		P - W BUILDING MAINTEN	65.60.491.14.5571
BLISS ASSOCIATES, LLC 000688								
182259	06/30/23	APPRAISAL FEES	1,000.00	041290	6000367-224		P N W MISCELLANEOUS EX	56.70.630.38.5989
182259	06/30/23	APPRAISAL FEES	2,000.00	041291	6000211-770		P N W MISCELLANEOUS EX	56.70.630.38.5989
			3,000.00	*CHECK TOTAL				
VENDOR TOTAL			3,000.00					
BOUND TREE MEDICAL LLC 002300								
182260	06/30/23	FIRE EMS SUPPLIES	72.90	041293	84994064		P - W MEDICAL SUPPLIES	10.50.311.04.5003
182260	06/30/23	FIRE EMS SUPPLIES	659.93	041294	84985941		P - W MEDICAL SUPPLIES	10.50.311.04.5003
182260	06/30/23	FIRE EMS SUPPLIES	237.90	041295	84985943		P - W MEDICAL SUPPLIES	10.50.311.04.5003

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BOUND TREE MEDICAL LLC 002300									
182260	06/30/23	FIRE EMS SUPPLIES	86.36	041296	84985942		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
182260	06/30/23	FIRE EMS SUPPLIES	145.80	041297	84987615		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
			1,202.89	*CHECK TOTAL					
		VENDOR TOTAL	1,202.89						
BRADY INDUSTRIES OF KANS 000081									
182261	06/30/23	2023 CUSTODIAL SUPPLIES	227.70	041413	8107062	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
182261	06/30/23	2023 CUSTODIAL SUPPLIES	446.19	041414	8115015	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
182261	06/30/23	2023 CUSTODIAL SUPPLIES	379.50	041415	8115086	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
182261	06/30/23	2023 CUSTODIAL SUPPLIES	1,029.32	041416	8131293	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
			2,082.71	*CHECK TOTAL					
		VENDOR TOTAL	2,082.71						
BRINK'S INCORPORATED 006469									
182262	06/30/23	COURIER SERVICE	126.69	041292	12302738		P - W	FINANCIAL SERVIC	10.30.130.08.5346
182262	06/30/23	COURIER SERVICE	95.02	041292	12302738		P - W	FINANCIAL SERVIC	61.60.458.08.5346
182262	06/30/23	COURIER SERVICE	114.02	041292	12302738		P - W	FINANCIAL SERVIC	90.30.133.08.5346
182262	06/30/23	COURIER SERVICE	145.69	041292	12302738		P - W	FINANCIAL SERVIC	92.30.134.08.5346
182262	06/30/23	COURIER SERVICE	57.00	041292	12302738		P - W	FINANCIAL SERVIC	98.30.135.08.5346
182262	06/30/23	COURIER SERVICE	95.02	041292	12302738		P - W	FINANCIAL SERVIC	65.60.491.08.5346
			633.44	*CHECK TOTAL					
		VENDOR TOTAL	633.44						
BRYANT/COLE CHRISTOPHER 000616									
182263	06/30/23	CCTR SWIM INSTR	330.00	041335	6/20-6/26		P N W	PRIVATE SWIMMING	65.60.417.08.8125
CANON FINANCIAL SERVICES 000342									
182265	06/30/23	COPIER LEASE	152.00	041298	30682176		P - W	COPIER LEASE & U	10.20.001.04.5110
182265	06/30/23	COPIER LEASE	76.00	041336	30682175		P - W	COPIER LEASE & U	10.80.151.04.5110
182265	06/30/23	COPIER LEASE	76.00	041336	30682175		P - W	COPIER LEASE & U	10.70.201.04.5110
			304.00	*CHECK TOTAL					
		VENDOR TOTAL	304.00						
CARPET ANEW LLC 000351									
182266	06/30/23	CCTR CARPET CLEANING	469.80	041299	11950		P - W	BUILDING MAINTEN	65.60.491.14.5571
CHILDRENS MERCY HOSPITAL 005598									
182268	06/30/23	POL LAB SERVICES	1,064.00	041300	8000022599		P M W	MISCELLANEOUS FE	10.40.500.08.5399
CHUCK ANDERSON FORD INC 006320									
182269	06/30/23	POL #202 BATTERY	517.65	041301	FOCS170088		P - W	VEHICLE MAINTENA	10.40.500.14.5541
182269	06/30/23	POL #209 ROTORS	176.45	041302	FOCS170375		P - W	VEHICLE MAINTENA	10.40.500.14.5541
182269	06/30/23	POL #202 BRAKES	1,194.46	041303	FOCS171063		P - W	VEHICLE MAINTENA	10.40.500.14.5541
182269	06/30/23	PW FORD TRUCKS	48,359.16	041417	15944	230060	P - W	CAPITAL EQUIPMEN	50.70.201.36.7201
			50,247.72	*CHECK TOTAL					
		VENDOR TOTAL	50,247.72						
CINTAS FIRST AID & SAFET 004991									
182270	06/30/23	1ST AID SUPPLIES	519.45	041337	5164283716		P - W	MAINTENANCE MATE	10.95.140.04.5009

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CLAYTON PAPER & DISTRIBU	005670								
182271	06/30/23	CCTR PAPER	11.77	041304	168989A		P - W	GENERAL SUPPLIES	65.60.491.04.5001
CLAYTON'S LAWN SERVICE L	000499								
182264	06/30/23	WWTP MOWING	1,520.00	041418	4798	230072	F N W	CONTRACT LABOR	92.70.902.08.5397
182264	06/30/23	WTP MOWING	1,950.00	041419	4799	230073	F N W	CONTRACT LABOR	90.70.802.08.5397
			3,470.00		*CHECK TOTAL				
		VENDOR TOTAL	3,470.00						
CLINICAL COUNSELING ASSO	000367								
182267	06/30/23	WEEKLY SERVICES	1,800.00	041338	6/27/23		P - W	EMPLOYEE ASSISTA	10.95.140.02.4110
COLD SOLUTIONS AT RUSH C	000337								
182272	06/30/23	PWK STORAGE	1,800.00	041339	1344		P N W	REFUSE COLLECTIO	10.70.221.08.5381
COMMERCIAL AQUATIC SERVI	007993								
182273	06/30/23	CCTR HOT TUB RPRS	129.58	041305	46869-1		P - W	BUILDING MAINTEN	65.60.491.14.5571
CONRAD FIRE EQUIPMENT IN	003684								
182274	06/30/23	FIRE SCBA SUPPLIES	4,565.23	041306	568431		P - W	SCBA SUPPLIES	10.50.301.04.5099
CONVERGEONE INC	006410								
182275	06/30/23	T&L PROF SERVICES	200.00	041307	IE9109114		P - W	TELEPHONE SYSTEM	10.90.132.14.5586
182275	06/30/23	PROF SERVICES	2,529.00	041340	PS235680		P - W	IT MAINTENANCE &	10.90.132.14.5555
			2,729.00		*CHECK TOTAL				
		VENDOR TOTAL	2,729.00						
CREATIVE CARNIVALS & EVE	003993								
182276	06/30/23	4TH FEST ENTERTAINMENT	5,590.00	041341	15979		P N W	LIBERTY FEST	67.20.061.38.5804
CUMMINS SALES AND SERVIC	004424								
182277	06/30/23	FIRE #611 TURBO SENSOR	1,474.33	041308	H9-57994		P - W	VEHICLE MAINTENA	10.50.301.14.5541
CYCLONE INC	000095								
182278	06/30/23	FIRE PORT A POT	90.00	041342	38079		P - W	BUILDING MAINTEN	10.50.300.14.5571
DANIELS/CHRISTOPHER	000687								
182279	06/30/23	CCTR SWIM INSTR	100.00	041343	6/19-6/27		P N W	SWIM TEAM	65.60.417.08.8124
DELL MARKETING LP	000189								
182280	06/30/23	T&L LAPTOPS	3,344.28	041309	10680000581		P N W	MINOR COMPUTER E	10.90.132.18.5605
DREXEL TECHNOLOGIES	002272								
182281	06/30/23	PLOTTER MAINT	120.00	041344	INV109196		P - W	MAINT-OFFICE EQU	10.90.132.14.5551
DSG EQUIPMENT & SUPPLIES	004943								
182282	06/30/23	TRUCK WASH MAINT	156.47	041310	3591		P - W	VEHICLE MAINTENA	90.70.801.14.5541
182282	06/30/23	TRUCK WASH MAINT	156.47	041310	3591		P - W	VEHICLE MAINTENA	92.70.901.14.5541
182282	06/30/23	TRUCK WASH MAINT	156.46	041310	3591		P - W	VEHICLE MAINTENA	92.70.902.14.5541
			469.40		*CHECK TOTAL				
		VENDOR TOTAL	469.40						

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ED M FELD EQUIPMENT CO I 005333		182283	06/30/23	FIRE HELMETS-4	1,556.00	041311	0424147-IN		P - W	PROTECTIVE CLOTH	10.50.301.38.5813
EDWARDS CHEMICALS 006547		182284	06/30/23	CCTR POOL CHEMICALS	2,107.73	041312	IN117137		P - W	CHEMICALS	65.60.491.04.5010
		182284	06/30/23	CCTR POOL CHEMICALS	2,067.00	041345	IN117607		P - W	CHEMICALS	65.60.491.04.5010
				VENDOR TOTAL	4,174.73		*CHECK TOTAL				
					4,174.73						
ELDER/MATT 000006		182285	06/30/23	POL LETSAC CONF	209.50	041313	7/10-7/14		P - W	TRAINING TRAVEL	10.40.500.06.5210
FNF PETROLEUM 000610		182286	06/30/23	PKS DIESEL FUEL	1,431.00	041314	IFNF13115		P - W	DIESEL FUEL	60.60.420.14.5522
FOLEY EQUIPMENT CO INC 006120		182287	06/30/23	ST PARTS	1,442.10	041346	PS400477266		P - W	VEHICLE MAINTENA	10.70.225.14.5541
		182287	06/30/23	ST CREDIT	456.10	CR 041347	PC400056966		P - W	VEHICLE MAINTENA	10.70.225.14.5541
				VENDOR TOTAL	986.00		*CHECK TOTAL				
					986.00						
FP MAILING SOLUTIONS INC 004739		1913	06/28/23	POSTAGE	1,000.00	041374	121		P - H	POSTAGE	10.95.140.38.5808
GALL'S INC 005394		182288	06/30/23	FIRE UNIFORMS	179.40	041315	024774916		P - W	CLOTHING EXPENSE	10.50.301.38.5812
		182288	06/30/23	FIRE UNIFORMS	281.44	041316	024800761		P - W	CLOTHING EXPENSE	10.50.301.38.5812
		182288	06/30/23	FIRE UNIFORMS	73.48	041317	024809582		P - W	CLOTHING EXPENSE	10.50.301.38.5812
		182288	06/30/23	FIRE UNIFORMS	166.13	041318	024810353		P - W	CLOTHING EXPENSE	10.50.301.38.5812
		182288	06/30/23	FIRE UNIFORMS	170.20	041348	024873116		P - W	CLOTHING EXPENSE	10.50.301.38.5812
				VENDOR TOTAL	870.65		*CHECK TOTAL				
					870.65						
GENE'S CLEANERS 004807		182289	06/30/23	FIRE UNIFORM CLEANING	73.50	041319	MAY		P N W	CLOTHING EXPENSE	10.50.301.38.5812
GIFFORD/MEGAN 000627		182290	06/30/23	CCTR SWIM INSTR	90.00	041349	6/26		P N W	PRIVATE SWIMMING	65.60.417.08.8125
GULF STATES DISTRIBUTORS 005859		182291	06/30/23	POL FIREARM PARTS	319.00	041320	1446359-IN		P - W	ARMORY SUPPLIES	10.40.501.04.5051
HDR ENGINEERING INC 006018		182292	06/30/23	PW TASK ORDER #7	2,198.25	041420	1200531739	220134	P - W	OVERLAY PROGRAM	52.75.607.14.5501
		182292	06/30/23	PW SHEPHERD ROAD STUDY	1,593.75	041421	1200531740	230069	P - W	ENGINEERING DESI	11.70.225.36.7501
				VENDOR TOTAL	3,792.00		*CHECK TOTAL				
					3,792.00						
HEARTLAND COCA-COLA 000076		182293	06/30/23	PKS COCA COLA PRODUCTS	1,816.30	041422	36082109009	230028	P N W	CONCESSION	61.60.458.04.5007

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HEARTLAND COCA-COLA 000076									
182293	06/30/23	PKS COCA COLA PRODUCTS	3,546.16	041423	36198815004	230028	P N W	CONCESSION	61.60.458.04.5007
			5,362.46	*CHECK TOTAL					
		VENDOR TOTAL	5,362.46						
HEARTLAND MECHANICAL SER 005408									
182294	06/30/23	CCTR REPL COMPRESSOR	35,026.33	041321	14737			P - W BUILDING MAINTEN	65.60.491.14.5571
182294	06/30/23	CCTR FREON TANKS	1,252.30	041322	14967			P - W BUILDING MAINTEN	65.60.491.14.5571
182294	06/30/23	CCTR POOL HEATER RPRS	931.72	041323	14869			P - W BUILDING MAINTEN	65.60.491.14.5571
182294	06/30/23	CCTR POOL SHUT OFF VALVE	8,274.00	041324	14868			P - W BUILDING MAINTEN	65.60.491.14.5571
182294	06/30/23	WWT RTU #1-NO HEAT RPRS	716.00	041325	14964			P - W WWTR PLANT MAINT	92.70.902.14.5534
182294	06/30/23	PWK HVAC	394.00	041350	14968			P - W FACILITIES MAINT	10.70.221.14.5572
182294	06/30/23	PWK HVAC	1,206.22	041351	14966			P - W FACILITIES MAINT	10.70.221.14.5572
182294	06/30/23	PWK HVAC	1,588.00	041352	14862			P - W FACILITIES MAINT	10.70.221.14.5572
182294	06/30/23	PWK HVAC	88.60	041353	14859			P - W FACILITIES MAINT	10.70.221.14.5572
182294	06/30/23	FIRE HVAC	985.00	041354	14969			P - W BUILDING MAINTEN	10.50.300.14.5571
			50,462.17	*CHECK TOTAL					
		VENDOR TOTAL	50,462.17						
HELGET GAS PRODUCTS 006305									
182295	06/30/23	FIRE OXYGEN	33.95	041326	0002636574			P - W CHEMICALS	10.50.311.04.5010
HILL/DAVID 000528									
182296	06/30/23	CCTR SWIM INSTR	360.00	041355	6/20-6/26			P N W PRIVATE SWIMMING	65.60.417.08.8125
182296	06/30/23	CCTR SWIM INSTR	104.00	041355	6/20-6/26			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
182296	06/30/23	CCTR SWIM INSTR	1,312.50	041355	6/20-6/26			P N W SWIM TEAM	65.60.417.08.8124
			1,776.50	*CHECK TOTAL					
		VENDOR TOTAL	1,776.50						
HISTORIC DOWNTOWN LIBERT 004528									
182297	06/30/23	REMIB FOR ADVERTISING	949.41	041327	6/16/23			P - W ADVERTISING	67.20.061.08.5371
HOFFMAN/DR BRADFORD V 005904									
182298	06/30/23	FIRE 2023 MEDICAL DIRECT	1,000.00	041424	JULY	230008	P M W	MEDICAL FEES	10.50.311.08.5356
IDEKER INC 005268									
182299	06/30/23	ST ASPHALT	1,127.50	041356	22535			P - W ASPHALT-STREET R	50.75.607.14.5621
182299	06/30/23	ST ASPHALT	28.05	041357	22582			P - W ASPHALT-STREET R	50.75.607.14.5621
			1,155.55	*CHECK TOTAL					
		VENDOR TOTAL	1,155.55						
INDEPENDENT DOOR & GATE 006296									
182300	06/30/23	ACTL GATE REPAIRS	218.76	041328	513878			P - W MISC EQUIPMENT M	10.20.051.14.5559
JCI INDUSTRIES INC 006471									
182301	06/30/23	WWT MBT1 IMPROVEMENTS	98,925.00	041425	2	220121	P - W	ENGINEERING DESI	96.70.901.36.7501
JONES/NATHAN 005257									
182302	06/30/23	CCTR SWIM INSTR	108.00	041358	6/25			P N W PRIVATE SWIMMING	65.60.417.08.8125
182302	06/30/23	CCTR SWIM INSTR	52.00	041358	6/25			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
			160.00	*CHECK TOTAL					

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JONES/NATHAN				005257							
				VENDOR TOTAL	160.00						
K C ICE CREAM CO INC				005300							
		182303	06/30/23	PKS ICE CREAM	640.92	041359	6/13/23		P - W	CONCESSION	61.60.458.04.5007
K C WINWATER WORKS CO				002767							
		182304	06/30/23	WTR INVENTORY	237.00	041329	307811 02		P - W	INVENTORY-MATERI	90.1700
		182304	06/30/23	WTR TRAFFIC RPR KITS-3	609.00	041330	312029 01		P - W	MAINS & LINES MA	90.70.801.14.5532
				VENDOR TOTAL	846.00						
					846.00						
KELLOGG/MATTHEW				008968							
		182305	06/30/23	POL CONF-MILEAGE	728.36	041360	6/4-6/7		P - W	SOFTWARE MAINTEN	10.40.512.14.5591
KITCHS LAWN CARE & LANDSC				006136							
		182306	06/30/23	CEM MOWING	2,100.00	041426	672	230055	P - W	MOWING CONTRACT	73.70.226.14.5577
KOHL WHOLESALE INC				000713							
		182307	06/30/23	PKS CONCESSION FOOD	4,704.31	041427	407252	230040	P - W	CONCESSION	61.60.458.04.5007
		182307	06/30/23	PKS CONCESSION FOOD	4,570.05	041428	411071	230040	P - W	CONCESSION	61.60.458.04.5007
				VENDOR TOTAL	9,274.36						
					9,274.36						
KONICA MINOLTA BUSINESS				005910							
		182308	06/30/23	PKS COPIER LEASE	305.12	041361	503681215		P - W	OFFICE EQUIPMENT	61.60.458.14.5551
LAMAR COMPANIES/THE				005165							
		182309	06/30/23	LIB BILLBOARD	1,750.00	041362	114876179		P N W	ADVERTISING	67.20.061.08.5371
LAYNE CHRISTENSEN CO				000720							
		182310	06/30/23	WTR WELLFIELD SERVICES	8,307.50	041363	2493263		P - W	WELLFIELD MAINTEN	90.70.802.14.5535
		182310	06/30/23	WTR WELLFIELD SERVICES	5,490.00	041429	2493262	220079	F - W	WELLFIELD MAINTEN	90.70.802.14.5535
		182310	06/30/23	WTR WELLFIELD SERVICES	2,499.00	041430	2493262		P - W	WELLFIELD MAINTEN	90.70.802.14.5535
				VENDOR TOTAL	16,296.50						
					16,296.50						
LEXIPOL LLC				005142							
		182311	06/30/23	POL POLICY MANUAL	8,328.82	041376	INVLEX17321		P N W	REGISTRATION FEE	10.40.500.06.5251
LIBERTY HOSPITAL URGENT				000690							
		182312	06/30/23	HR TESTING FEES	2,390.00	041364	00129396-00		P M W	RECRUITMENT EXPE	10.25.011.08.5372
		182312	06/30/23	HR TESTING FEES	670.00	041364	00129396-00		P M W	MISCELLANEOUS FE	10.25.011.08.5399
				VENDOR TOTAL	3,060.00						
					3,060.00						
LIBERTY SPORTS OFFICIALS				009209							
		182313	06/30/23	PKS OFFICIATING SERVICES	1,252.00	041431	SUMMER 1-2023	230011	P - W	CONTRACT LABOR	61.60.458.08.5397

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
LINEAGE MAILING SERVICES 000391									
182314	06/30/23	UTIL BILL PROCESSING	64.54	041365	204086		P N W	OUTSIDE PRINTING	90.30.133.04.5120
182314	06/30/23	UTIL BILL PROCESSING	64.54	041365	204086		P N W	OUTSIDE PRINTING	92.30.134.04.5120
182314	06/30/23	UTIL BILL POSTAGE	194.08	041365	204086		P N W	POSTAGE	90.30.133.38.5808
182314	06/30/23	UTIL BILL POSTAGE	194.08	041365	204086		P N W	POSTAGE	92.30.134.38.5808
182314	06/30/23	UTIL BILL PROCESSING	421.84	041366	204084		P N W	OUTSIDE PRINTING	90.30.133.04.5120
182314	06/30/23	UTIL BILL PROCESSING	421.84	041366	204084		P N W	OUTSIDE PRINTING	92.30.134.04.5120
182314	06/30/23	UTIL BILL POSTAGE	1,009.43	041366	204084		P N W	POSTAGE	90.30.133.38.5808
182314	06/30/23	UTIL BILL POSTAGE	1,009.43	041366	204084		P N W	POSTAGE	92.30.134.38.5808
182314	06/30/23	UTIL BILL PROCESSING	55.92	041367	204087		P N W	OUTSIDE PRINTING	90.30.133.04.5120
182314	06/30/23	UTIL BILL PROCESSING	55.91	041367	204087		P N W	OUTSIDE PRINTING	92.30.134.04.5120
182314	06/30/23	UTIL BILL POSTAGE	158.51	041367	204087		P N W	POSTAGE	90.30.133.38.5808
182314	06/30/23	UTIL BILL POSTAGE	158.50	041367	204087		P N W	POSTAGE	92.30.134.38.5808
182314	06/30/23	UTIL BILL PROCESSING	379.95	041368	204085		P N W	OUTSIDE PRINTING	90.30.133.04.5120
182314	06/30/23	UTIL BILL PROCESSING	379.94	041368	204085		P N W	OUTSIDE PRINTING	92.30.134.04.5120
182314	06/30/23	UTIL BILL POSTAGE	904.83	041368	204085		P N W	POSTAGE	90.30.133.38.5808
182314	06/30/23	UTIL BILL POSTAGE	904.82	041368	204085		P N W	POSTAGE	92.30.134.38.5808
			6,378.16	*CHECK TOTAL					
		VENDOR TOTAL	6,378.16						
LOGICALIS, INC. 000657									
182315	06/30/23	T&L CISCO 840 W PHONE	1,306.03	041369	IN219304		P - W	TELEPHONE SYSTEM	10.90.132.14.5586
LOY/JEREMY 006094									
182316	06/30/23	POL LETSAC CONF	209.50	041370	7/10-7.14		P - W	TRAINING TRAVEL	10.40.500.06.5210
MAR-JIM CONTRACTING LLC 004230									
182317	06/30/23	ST REPL MSKT	4,400.00	041371	199-CHURCH		P N W	ASPHALT-STREET R	50.75.607.14.5621
MARMIC FIRE & SAFETY CO 006539									
182318	06/30/23	ENG FIRE ALARM INSPECT	217.50	041372	C712323		P - W	FACILITIES MAINT	10.70.221.14.5572
MATNEY/CYNTHIA 005294									
182319	06/30/23	ESRI USER CONF	506.87	041377	7/8-7/14		P - W	TRAINING TRAVEL	10.90.132.06.5210
MCCONNELL & ASSOCIATES 005015									
182320	06/30/23	PKS PICKLEBALL COURTS	180,345.05	041432	123017	230068	P - W	NEIGHBORHOOD PAR	11.60.415.36.7307
182320	06/30/23	RETAINAGE	25,397.05	CR 041433	123017		P - W	RETAINAGE PAYABL	11.2115
			154,948.00	*CHECK TOTAL					
		VENDOR TOTAL	154,948.00						
MCDONALD/EMMA 000356									
182321	06/30/23	CCTR SWIM INSTR	144.00	041378	6/20-6/26		P N W	PRIVATE SWIMMING	65.60.417.08.8125
182321	06/30/23	CCTR SWIM INSTR	66.00	041378	6/20-6/26		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
182321	06/30/23	CCTR SWIM INSTR	637.50	041378	6/20-6/26		P N W	SWIM TEAM	65.60.417.08.8124
			847.50	*CHECK TOTAL					
		VENDOR TOTAL	847.50						
MISSISSIPPI LIME CO INC 005761									
182322	06/30/23	WTR HYDRATED LIME	8,154.83	041434	1676509	230034	P - W	CHEMICALS	90.70.802.04.5010

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
MO DEPT OF NATURAL RESOU	005123								
182323	06/30/23	WTR PERMIT	3,000.00	041380	34602400712		P - W	MISCELLANEOUS FE	90.70.802.08.5345
MO STATE HIGHWAY PATROL	001184								
182324	06/30/23	POL FINGERPRINTING	33.25	041381	812HP023XLPD05		P - W	REGISTRATION FEE	10.40.500.06.5251
MO WATER & WASTEWATER CO	005708								
182325	06/30/23	WWT TRAINING CLASS	150.00	041382	88976		P - W	TRAINING COSTS	92.70.902.06.5259
MOAZ CONSTRUCTION INC	006100								
182326	06/30/23	WTR CONCRETE	7,501.30	041379	105		P - W	MAINS & LINES MA	90.70.801.14.5532
MYRICK MECHANICAL	000669								
182327	06/30/23	WWT HVAC SERVICE	394.38	041383	1294		P - W	BUILDING MAINTEN	92.70.902.14.5571
182327	06/30/23	ACTL A/C MAINT, INSPEC	1,018.00	041384	1298		P - W	BUILDING MAINT S	10.20.051.04.5008
182327	06/30/23	2023 HVAC MAINT & REPAIR	1,452.40	041435	1272		230093	P - W BUILDING MAINTEN	10.95.140.14.5571
182327	06/30/23	2023 HVAC MAINT & REPAIR	2,747.00	041436	1295		230093	P - W BUILDING MAINTEN	10.95.140.14.5571
182327	06/30/23	2023 HVAC MAINT & REPAIR	277.92	041437	1293		230093	P - W BUILDING MAINTEN	10.95.140.14.5571
182327	06/30/23	2023 HVAC MAINT & REPAIR	492.67	041438	1299		230093	P - W BUILDING MAINTEN	10.95.140.14.5571
182327	06/30/23	2023 HVAC MAINT & REPAIR	492.67	041439	1299		230093	P - W BUILDING MAINTEN	10.95.140.14.5571
182327	06/30/23	2023 HVAC MAINT & REPAIR	492.66	041440	1299		230093	P - W BUILDING MAINTEN	10.95.140.14.5571
182327	06/30/23	2023 HVAC MAINT & REPAIR	756.00	041441	1297		230093	P - W BUILDING MAINTEN	10.95.140.14.5571
			8,123.70		*CHECK TOTAL				
		VENDOR TOTAL	8,123.70						
NORRIS/JOHN	.14546								
182328	06/30/23	CCTR REFUND MEMBERSHIP	237.75	041385	1870746		P - W	REFUNDS PAYABLE	65.2265
NU-LIFE LABORATORIES INC	007678								
182329	06/30/23	ST WEED KILL	1,734.99	041386	48103		P - W	STORM WATER MAIN	50.75.607.14.5663
PACE ANALYTICAL SERVICES	005664								
182330	06/30/23	WTR LAB SERVICES	907.00	041387	2360186087		P - W	LAB FEES	90.70.802.08.5365
182330	06/30/23	WWT LAB SERVICES	508.70	041388	2360186251		P - W	PRETREATMENT PRO	92.70.902.08.5388
182330	06/30/23	WWTP LAB SERVICES	846.40	041442	2360179231		230015	P - W LAB FEES	92.70.902.08.5365
182330	06/30/23	WWTP LAB SERVICES	728.90	041443	2360180070		230015	P - W LAB FEES	92.70.902.08.5365
182330	06/30/23	WWTP LAB SERVICES	827.10	041444	2360186178		230015	P - W LAB FEES	92.70.902.08.5365
182330	06/30/23	WWTP LAB SERVICES	916.40	041445	2360186390		230015	P - W LAB FEES	92.70.902.08.5365
			4,734.50		*CHECK TOTAL				
		VENDOR TOTAL	4,734.50						
PAOLETTI/ISABELLA	008879								
182331	06/30/23	CCTR SWIM INSTR	900.00	041389	6/20-6/26		P N W	PRIVATE SWIMMING	65.60.417.08.8125
PRECISION CONSTRUCTION &	005782								
182332	06/30/23	PW 2023 FLATWORK	48,906.00	041446	233006-02		230056	P - W OVERLAY PROGRAM	50.75.604.36.7515
182332	06/30/23	RETAINAGE	2,445.30	CR 041447	233006-02			P - W RETAINAGE PAYABL	50.2115
			46,460.70		*CHECK TOTAL				
		VENDOR TOTAL	46,460.70						

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
PREMIER TRUCK GROUP OF K 000338											
	182335	06/30/23	ST #714	PARTS	457.99	041390	80513877		P - W	VEHICLE MAINTENA	10.70.225.14.5541
PRIDE CLEANERS 000186											
	182333	06/30/23	POL JAIL	LAUNDRY	150.50	041391	168997-053123		P - W	CLOTHING EXPENSE	10.40.500.38.5812
	182333	06/30/23	POL	UNIFORM CLEANING	406.00	041392	333472-053123		P - W	CLOTHING EXPENSE	10.40.500.38.5812
					556.50	*CHECK TOTAL					
				VENDOR TOTAL	556.50						
PRINTING UNLIMITED 004763											
	182334	06/30/23	FIN BUDGET	BOOKS	1,489.40	041393	69031		P - W	OUTSIDE PRINTING	10.30.130.04.5120
	182334	06/30/23	POL BUSINESS	CARDS	104.66	041394	69365		P - W	OUTSIDE PRINTING	10.40.500.04.5120
	182334	06/30/23	BUSINESS	CARDS	92.45	041395	69412		P - W	MAINT-OFFICE EQU	10.90.132.14.5551
					1,686.51	*CHECK TOTAL					
				VENDOR TOTAL	1,686.51						
PUBLIC CONSULTING GROUP, 000031											
	182336	06/30/23	MO GEMT	SERVICES	44,945.54	041396	CIV-10008364		P - W	ADMINISTRATIVE F	58.50.325.08.5341
REJIS COMMISSION 006030											
	182337	06/30/23	POL SUBSCRIPTION		911.77	041397	510196		P - W	REGIONAL ALERT S	10.40.512.08.5393
	182337	06/30/23	COURT FEES		92.55	041398	510327		P - W	MISCELLANEOUS FE	10.20.131.08.5399
					1,004.32	*CHECK TOTAL					
				VENDOR TOTAL	1,004.32						
RH FASTENER SUPPLY INC 007728											
	182338	06/30/23	ST BACKING	PAD	71.55	041399	404962-2		P - W	GENERAL SUPPLIES	10.70.225.04.5001
RICOH USA, INC 000314											
	182339	06/30/23	FIN COPIER	LEASE	139.85	041400	38146166		P - W	COPIER LEASE & U	10.30.130.04.5110
	182339	06/30/23	COURT COPIER	LEASE	105.53	041401	38146627		P - W	COPIER LEASE & U	10.20.131.04.5110
	182339	06/30/23	POL COPIER	LEASE	153.81	041402	38147095		P - W	COPIER LEASE & U	10.40.512.04.5110
					399.19	*CHECK TOTAL					
				VENDOR TOTAL	399.19						
ROHAUS/KESSLER 000680											
	182340	06/30/23	CCTR SWIM	INSTR	437.50	041403	6/14-6/26		P N W	SWIM TEAM	65.60.417.08.8124
SHARP/KATHERINE 005277											
	182341	06/30/23	MO BROWNFIELD	CONF	206.40	041404	7/9-7/10		P - W	TRAINING TRAVEL	10.80.151.06.5210
SHOGER/LAUREL 005680											
	182342	06/30/23	CCTR SWIM	INSTR	126.00	041405	6/25		P N W	PRIVATE SWIMMING	65.60.417.08.8125
SMITH/ABIGAIL 000433											
	182343	06/30/23	CCTR SWIM	INSTR	255.00	041406	6/20-6/22		P N W	PRIVATE SWIMMING	65.60.417.08.8125
SPECTRUM BUSINESS 004364											
	182344	06/30/23	POL CABLE	SERVICE	100.00	041407	0333316061723		P N W	REGIONAL ALERT S	10.40.512.08.5393

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
STRATUS BUILDING SOLUTIO 000460		182345	06/30/23	PKS CUSTODIAL SERVICES	4,050.00	041448	6127193		230039	P N W CONTRACT LABOR	65.60.491.08.5397
SUNBELT RENTALS INC 005265		182346	06/30/23	ST PLATES	767.48	041408	140323640-0001			P - W ASPHALT-STREET R	50.75.607.14.5621
SUTTON/KATELYN DANIELLE 000327		182347	06/30/23	CCTR SWIM INSTR	32.00	041409	6/11-6/26			P N W PRIVATE SWIMMING	65.60.417.08.8125
		182347	06/30/23	CCTR SWIM INSTR	662.50	041409	6/11-6/26			P N W SWIM TEAM	65.60.417.08.8124
					694.50	*CHECK TOTAL					
VENDOR TOTAL					694.50						
SWIM THINGS INC 008987		182348	06/30/23	CCTR SWIM TEAM SUITS	2,429.85	041410	465039-1			P - W SWIM TEAM	65.60.417.08.8124
T & E COMPANY INC 004708		182349	06/30/23	WTR TRACTOR TIRE RPR	200.00	041411	202305640			P - W VEHICLE MAINTENA	90.70.802.14.5541
TYLER TECHNOLOGIES-INCOD 005066		182350	06/30/23	COURT INCODE	175.00	041412	025-427534			P - W SOFTWARE MAINTEN	10.90.132.14.5591
UNIFIRST CORPORATION 002825		182351	06/30/23	CCTR MATS	125.94	041449	3281053031			P - W MISC EQUIPMENT M	65.60.491.14.5559
UNITED RENTALS - NORTH A 008963		182352	06/30/23	WWT TRAINING	185.00	041450	220731262-001			P - W REGISTRATION FEE	92.70.901.06.5251
VALIDITY SCREENING SOLUT 004846		182353	06/30/23	HR BACKGROUND CHECKS	1,341.00	041451	231732			P - W RECRUITMENT EXPE	10.25.011.08.5372
VALVOLINE LLC 005460		182354	06/30/23	POL #201 OIL CHANGE	34.99	041452	57032			P - W VEHICLE MAINTENA	10.40.500.14.5541
		182354	06/30/23	POL #207 OIL CHANGE	34.99	041453	57290			P - W VEHICLE MAINTENA	10.40.500.14.5541
					69.98	*CHECK TOTAL					
VENDOR TOTAL					69.98						
VANCE BROTHERS INC 000957		182355	06/30/23	ST ASPHALT	726.00	041454	IG00020126			P - W ASPHALT-STREET R	50.75.607.14.5621
		182355	06/30/23	ST ASPHALT	835.92	041455	IG00020350			P - W ASPHALT-STREET R	50.75.607.14.5621
		182355	06/30/23	ST ASPHALT	750.42	041456	IG00020386			P - W ASPHALT-STREET R	50.75.607.14.5621
		182355	06/30/23	ST ASPHALT	798.60	041457	IG00020421			P - W ASPHALT-STREET R	50.75.607.14.5621
		182355	06/30/23	ST ASPHALT	669.24	041458	IG00020521			P - W ASPHALT-STREET R	50.75.607.14.5621
		182355	06/30/23	ST ASPHALT	535.26	041459	IG00020549			P - W ASPHALT-STREET R	50.75.607.14.5621
		182355	06/30/23	ST EMULSION	236.25	041460	ZH 00027897			P - W ASPHALT-STREET R	50.75.607.14.5621
					4,551.69	*CHECK TOTAL					
VENDOR TOTAL					4,551.69						
VERIZON 008933		182356	06/30/23	MOBILE PHONE SERVICE	4,709.10	041373	9936866012			P - W MOBILE PHONES	10.90.132.12.5453
		182356	06/30/23	MOBILE PHONE SERVICE	628.80	041373	9936866012			P - W MISC EQUIPMENT M	10.40.511.14.5559
		182356	06/30/23	MOBILE PHONE SERVICE	480.33	041373	9936866012			P - W MOBILE PHONES	10.50.311.12.5453

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
VERIZON			008933						
182356	06/30/23	MOBILE PHONE SERVICE	222.25	041373	9936866012		P - W	MOBILE PHONES	60.60.415.12.5453
182356	06/30/23	MOBILE PHONE SERVICE	45.45	041373	9936866012		P - W	MOBILE PHONES	10.60.481.12.5453
182356	06/30/23	MOBILE PHONE SERVICE	217.25	041373	9936866012		P - W	MOBILE PHONES	65.60.491.12.5453
182356	06/30/23	MOBILE PHONE SERVICE	176.80	041373	9936866012		P - W	MOBILE PHONES	60.60.420.12.5453
182356	06/30/23	MOBILE PHONE SERVICE	252.70	041373	9936866012		P - W	MOBILE PHONES	61.60.458.12.5453
182356	06/30/23	MOBILE PHONE SERVICE	209.83	041373	9936866012		P - W	MOBILE PHONES	10.60.482.12.5453
182356	06/30/23	MOBILE PHONE SERVICE	86.94	041373	9936866012		P - W	MOBILE PHONES	92.70.903.12.5453
182356	06/30/23	MOBILE PHONE SERVICE	302.69	041373	9936866012		P - W	MOBILE PHONES	92.30.134.12.5453
182356	06/30/23	MOBILE PHONE SERVICE	894.01	041373	9936866012		P - W	MOBILE PHONES	92.70.901.12.5453
182356	06/30/23	MOBILE PHONE SERVICE	462.75	041373	9936866012		P - W	MOBILE PHONES	92.70.902.12.5453
182356	06/30/23	MOBILE PHONE SERVICE	45.45	041373	9936866012		P - W	MOBILE PHONES	90.70.803.12.5453
182356	06/30/23	MOBILE PHONE SERVICE	388.17	041373	9936866012		P - W	MOBILE PHONES	90.70.802.12.5453
			9,122.52	*CHECK TOTAL					
VENDOR TOTAL			9,122.52						
VETERINARY CENTER OF LIB			004817						
182357	06/30/23	ACTL VET SERVICES	65.00	041461	21893		P - W	VETERINARY SERVI	10.20.051.08.5358
182357	06/30/23	ACTL VET SERVICES	45.00	041462	21851		P - W	VETERINARY SERVI	10.20.051.08.5358
182357	06/30/23	ACTL VET SERVICES	87.46	041463	464841		P - W	RESERVE-ANIMAL S	10.2408
182357	06/30/23	ACTL VET SERVICES	900.76	041464	464841		P - W	MEDICAL SUPPLIES	10.20.051.04.5003
182357	06/30/23	ACTL VET SERVICES	26.00	041465	464841		P - W	VETERINARY SERVI	10.20.051.08.5358
182357	06/30/23	ACTL VET SERVICES	65.00	041466	21830		P - W	VETERINARY SERVI	10.20.051.08.5358
182357	06/30/23	ACTL VET SERVICES	45.00	041467	21881		P - W	VETERINARY SERVI	10.20.051.08.5358
182357	06/30/23	ACTL VET SERVICES	65.00	041468	21799		P - W	VETERINARY SERVI	10.20.051.08.5358
182357	06/30/23	ACTL VET SERVICES	52.00	041469	465579		P - W	VETERINARY SERVI	10.20.051.08.5358
182357	06/30/23	ACTL VET SERVICES	190.50	041470	465579		P - W	MEDICAL SUPPLIES	10.20.051.04.5003
182357	06/30/23	ACTL VET SERVICES	78.00	041471	466096		P - W	VETERINARY SERVI	10.20.051.08.5358
182357	06/30/23	ACTL VET SERVICES	163.84	041472	468375		P - W	RESERVE-ANIMAL S	10.2408
182357	06/30/23	ACTL VET SERVICES	627.50	041473	468375		P - W	MEDICAL SUPPLIES	10.20.051.04.5003
			2,411.06	*CHECK TOTAL					
VENDOR TOTAL			2,411.06						
WALTERS/ ANGELA			000532						
182358	06/30/23	TOURISM GRANT	4,000.00	041474	2023 GRANT		P - W	CONTRIBUTIONS TO	67.20.061.38.5807
WILSON/BECKY			.14462						
181877	06/28/23	VOIDED CHECK	22.00	CR	041375 1838317		P - H	SENIOR CENTER PR	10.70.3655
182359	06/30/23	REFUND DAY TRIP	22.00	041482	1838317		P - W	SENIOR CENTER PR	10.70.3655
VENDOR TOTAL			0.00						
WIN-911 SOFTWARE			006317						
182360	06/30/23	WWT SOFTWARE MAINT RENEW	800.00	041481	2342428174		P N W	SOFTWARE MAINTEN	92.70.902.14.5591
WORLD FUEL SERVICES CORP			000151						
182361	06/30/23	PKS FUEL	1,444.39	041476	5933980		P - W	VEHICLE FUEL	61.60.458.14.5521
182361	06/30/23	ST VEH FUEL	2,758.87	041477	5975903		P - W	VEHICLE FUEL	10.70.225.14.5521
			4,203.26	*CHECK TOTAL					
VENDOR TOTAL			4,203.26						

Payments by Vendor

VENDOR NAME AND NUMBER											
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
ZOLL MEDICAL CORPORATION		006014									
182362	06/30/23	FIRE EMS SUPPLIES	556.12	041478	3744643		P	-	W	MEDICAL SUPPLIES	10.50.311.04.5003
182362	06/30/23	FIRE EMS SUPPLIES	482.16	041479	3738406		P	-	W	MEDICAL SUPPLIES	10.50.311.04.5003
182362	06/30/23	FIRE EMS SUPPLIES	19.66	041480	3731641		P	-	W	MEDICAL SUPPLIES	10.50.311.04.5003
			1,057.94	*CHECK TOTAL							
VENDOR TOTAL			1,057.94								
221 CONSTRUCTION		.14547									
182363	06/30/23	PWK PERMIT REFUND	225.00	041331	ROW 6-23-00018		P	-	W	RIGHT-OF-WAY PER	10.40.3219

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF JUNE 30, 2023 TO JULY 14, 2023

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

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

FUND NAME	FUND NUMBER	AMOUNT
GENERAL OPERATING FUND	10	\$ 405,681.05
CAPTIAL SALES TAX FUND	50	\$ 33,562.19
TRANSPORTATION SALES TAX FUND	52	\$ 32,355.95
ECO/DEVO SALES TAX FUND	56	\$ 332.61
PARKS FUND	60	\$ 14,853.59
SPORTS COMPLEX FUND	61	\$ 33,608.41
COMMUNITY CENTER FUND	65	\$ 35,459.59
TRANSIENT GUEST TAX FUND	67	\$ 50,479.41
POLICE TRAINING FUND	69	\$ 1,009.50
CEMETERY MAINTENANCE FUND	73	\$ 5,296.84
WATER OPERATING FUND	90	\$ 82,302.16
WASTEWATER OPERATING FUND	92	\$ 76,821.59
WATER CAPITAL FUND	94	\$ 163,893.20
WASTEWATER CAPITAL FUND	96	\$ 3,431.00
SOLID WASTE FUND	98	\$ 166,970.97
PAYROLL CHECKS & BENEFITS	7/14/23	\$ 1,525,060.02
TOTAL APPROPRIATIONS		<u><u>\$ 2,631,118.08</u></u>

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

MAYOR PRO TEM

ATTEST:

DEPUTY CITY CLERK

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

MAYOR PRO TEM

Appropriations Legend

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

JULY 7th CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
AMERICAN DIGITAL SECURIT 004908		182364	07/07/23	ST ALARM MONITORING	24.95	041523	INV0016287		P - W	BUILDING MAINTEN	10.70.225.14.5571
AMES II/RICHARD ASHLEY 006627		182365	07/07/23	CCTR SWIM INSTR	32.00	041524	6/30		P N W	PRIVATE SWIMMING	65.60.417.08.8125
BACKGROUND INVEST BUREAU 004179		182366	07/07/23	PKS BACKGROUND CHECKS	59.80	041525	INV-29786		P - W	A/R REIMBURSEABL	10.1405
BARKLEY ASPHALT CO INC 006420		182367	07/07/23	ASPHALT-KINGS HWY	13,080.00	041526	23-085		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
BIKE WORKS UNLIMITED LLC 000223		182368	07/07/23	CCTR POOL WINDOW TINT	1,351.00	041483	3040		P - W	BUILDING MAINTEN	65.60.491.14.5571
BRYANT/COLE CHRISTOPHER 000616		182369	07/07/23	CCTR SWIM INSTR	240.00	041527	6/27-6/29		P N W	PRIVATE SWIMMING	65.60.417.08.8125
CAPITAL ELECTRIC LINE BU 004799		182370	07/07/23	PW WITHERS/HOLT SIGNAL	26,730.99	041573	1.0	230064	P - W	TRAFFIC SIGNAL U	52.75.607.14.5626
CK POWER 005836		182371	07/07/23	WTR GENERATORS	132,050.00	041574	SI220404	210151	P - W	CONSTRUCTION CON	94.70.802.36.7510
CONRAD FIRE EQUIPMENT IN 003684		182372	07/07/23	FIRE #612 PUMP VALVE	296.68	041528	568837		P - W	VEHICLE MAINTENA	10.50.301.14.5541
		182372	07/07/23	FIRE #612 WINDOW RPR	489.80	041529	568843		P - W	VEHICLE MAINTENA	10.50.301.14.5541
		182372	07/07/23	FIRE #612 AIRBRAKE LEAK	490.33	041530	568842		P - W	VEHICLE MAINTENA	10.50.301.14.5541
		182372	07/07/23	FIRE #605 A/C COMPRESSOR	3,022.17	041531	568830		P - W	VEHICLE MAINTENA	10.50.301.14.5541
		182372	07/07/23	FIRE #612 REPL GAUGE	831.92	041532	568838		P - W	VEHICLE MAINTENA	10.50.301.14.5541
		182372	07/07/23	FIRE #605 UNDERCAB INSUL	930.22	041533	568841		P - W	VEHICLE MAINTENA	10.50.301.14.5541
					6,061.12	*CHECK TOTAL					
				VENDOR TOTAL	6,061.12						
CONTAINER SALES GROUP, I 000127		182373	07/07/23	ST CONNEX BOX	2,768.00	041534	6198		P - W	BUILDING MAINTEN	10.70.225.14.5571
DANIELS/CHRISTOPHER 000687		182374	07/07/23	CCTR SWIM INSTR	100.00	041535	6/28-7/7		P N W	SWIM TEAM	65.60.417.08.8124
DUKE'S ROOT CONTROL, INC 000303		182375	07/07/23	WWT DEGREASER	700.00	041484	12051		P - W	MAINS & LINES MA	92.70.901.14.5532
ELLIS & ASSOC. INC. 005355		182376	07/07/23	CCTR ANNUAL AUDIT	1,250.00	041485	20115225		P - W	MISCELLANEOUS FE	65.60.491.08.5399
FISH WINDOW CLEANING 006369		182377	07/07/23	ACTL WINDOW CLEANING	80.00	041486	2642-84646		P N W	BUILDING MAINT S	10.20.051.04.5008

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
FLEX MADE EASY				005921							
		182378	07/07/23	FLEX SPENDING ACCT FEES	48.00		041487 LIB JUNE 2023			P N W MISCELLANEOUS FE	10.25.011.08.5399
FRICK/RUSSELL				005694							
		182420	07/07/23	DIRT-KINGS HWY	450.00		041488 752256			P N W CONST CNTRCT-CLA	94.70.801.36.7510
GEIGER READY-MIX				000045							
		182379	07/07/23	CONCRETE-KINGS HWY	4,815.60		041536 1094759			P - W CONST CNTRCT-CLA	94.70.801.36.7510
		182379	07/07/23	CONCRETE-KINGS HWY	4,015.60		041537 1094945			P - W CONST CNTRCT-CLA	94.70.801.36.7510
					8,831.20		*CHECK TOTAL				
				VENDOR TOTAL	8,831.20						
GIFFORD/MEGAN				000627							
		182380	07/07/23	CCTR SWIM INSTR	240.00		041538 6/27-6/29			P N W PRIVATE SWIMMING	65.60.417.08.8125
GUILD COLLECTIVE				000147							
		182381	07/07/23	MARKETING VISIT LIBERTY	4,925.00		041575 2993	230022		P N W CONSULTING SERV-	67.20.061.08.5342
HEARTLAND TRAFFIC SERVIC				000586							
		182382	07/07/23	CCTR PARK LOT STRIPING	3,500.00		041539 230309-001			P - W BUILDING MAINTEN	65.60.491.14.5571
HILL/DAVID				000528							
		182383	07/07/23	CCTR SWIM INSTR	288.00		041540 6/27-7/3			P N W PRIVATE SWIMMING	65.60.417.08.8125
		182383	07/07/23	CCTR SWIM INSTR	78.00		041540 6/27-7/3			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
		182383	07/07/23	CCTR SWIM INSTR	1,312.50		041540 6/27-7/3			P N W SWIM TEAM	65.60.417.08.8124
					1,678.50		*CHECK TOTAL				
				VENDOR TOTAL	1,678.50						
INNOVATIVE CONCESSIONS				005719							
		182384	07/07/23	PKS CONCESSION ICE CREAM	1,440.00		041541 305000340			P - W CONCESSION	61.60.458.04.5007
JCI INDUSTRIES INC				006471							
		182385	07/07/23	WWT CHANNEL GRINDER	3,431.00		041576 8253932	220101		P - W ENGINEERING DESI	96.70.901.36.7501
JOEL REINOEHL MARKETING				000012							
		182386	07/07/23	DISC GOLF SPONSORSHIP	120.00		041489 BC003			P N W CONTRACT LABOR	60.60.415.08.5397
		182386	07/07/23	PKS FIELD SPONSORSHIP	360.00		041490 BR009			P N W MISCELLANEOUS FE	61.60.458.08.5399
		182386	07/07/23	BANNER SPONSORSHIP	317.63		041491 HW010			P N W MISCELLANEOUS FE	61.60.458.08.5399
		182386	07/07/23	BANNER SPONSORSHIP	155.92		041491 HW010			P N W SPONSORSHIPS	65.60.491.08.5398
		182386	07/07/23	BANNER SPONSORSHIP	103.95		041491 HW010			P N W CONTRACT LABOR	60.60.415.08.5397
		182386	07/07/23	FIELD SPONSORSHIP	1,440.00		041492 ME003			P N W MISCELLANEOUS FE	61.60.458.08.5399
		182386	07/07/23	FIELD SPONSORSHIP	99.90		041493 RR024			P N W MISCELLANEOUS FE	61.60.458.08.5399
		182386	07/07/23	FIELD SPONSORSHIP	99.90		041494 RR025			P N W MISCELLANEOUS FE	61.60.458.08.5399
		182386	07/07/23	FIELD SPONSORSHIP	99.90		041495 RR027			P N W MISCELLANEOUS FE	61.60.458.08.5399
		182386	07/07/23	FIELD SPONSORSHIP	720.00		041496 TL005			P N W MISCELLANEOUS FE	61.60.458.08.5399
		182386	07/07/23	BANNER SPONSORSHIP	114.53		041542 AT0011			P N W MISCELLANEOUS FE	61.60.458.08.5399
		182386	07/07/23	BANNER SPONSORSHIP	56.23		041542 AT0011			P N W SPONSORSHIPS	65.60.491.08.5398
		182386	07/07/23	BANNER SPONSORSHIP	37.49		041542 AT0011			P N W CONTRACT LABOR	60.60.415.08.5397
		182386	07/07/23	BANNER SPONSORSHIP	317.62		041543 HV008			P N W MISCELLANEOUS FE	61.60.458.08.5399
		182386	07/07/23	BANNER SPONSORSHIP	155.93		041543 HV008			P N W SPONSORSHIPS	65.60.491.08.5398
		182386	07/07/23	BANNER SPONSORSHIP	103.95		041543 HV008			P N W CONTRACT LABOR	60.60.415.08.5397

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
JOEL REINOEHL MARKETING 000012		182386	07/07/23	BANNER SPONSORSHIP	288.75	041544	CC009		P N W	MISCELLANEOUS FE	61.60.458.08.5399
		182386	07/07/23	BANNER SPONSORSHIP	141.75	041544	CC009		P N W	SPONSORSHIPS	65.60.491.08.5398
		182386	07/07/23	BANNER SPONSORSHIP	94.50	041544	CC009		P N W	CONTRACT LABOR	60.60.415.08.5397
					4,827.95		*CHECK TOTAL				
VENDOR TOTAL					4,827.95						
JONES/NATHAN 005257		182387	07/07/23	CCTR SWIM INST	90.00	041545	7/2		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		182387	07/07/23	CCTR SWIM INST	26.00	041545	7/2		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
					116.00		*CHECK TOTAL				
VENDOR TOTAL					116.00						
JWC ENVIRONMENTAL INC 000692		182388	07/07/23	WWT REBUILD KIT-SCREEN	17,514.83	041546	115016		P - W	WWTR PLANT MAINT	92.70.902.14.5534
K C MO WATER DEPT 007653		182389	07/07/23	WTR SERVICE	12,133.31	041547	175798		P - W	WATER PURCHASES-	90.70.802.08.5390
K C WINWATER WORKS CO 002767		182390	07/07/23	WTR HYDRANT STEM	145.00	041497	312371 01		P - W	MAINS & LINES MA	90.70.801.14.5532
KOHL WHOLESALE INC 000713		182391	07/07/23	PKS CONCESSION FOOD	1,788.07	041577	414724	230040	P - W	CONCESSION	61.60.458.04.5007
KONECRANES, INC 005549		182392	07/07/23	WWT ROOF INSTALL	18,375.72	041548	154857606		P - W	WWTR PLANT MAINT	92.70.902.14.5534
KONICA MINOLTA BUSINESS 005910		182393	07/07/23	COPIER LEASE	279.66	041498	504657248		P - W	MAINT-OFFICE EQU	65.60.491.14.5551
		182393	07/07/23	COPIER LEASE	279.66	041498	504657248		P - W	OFFICE EQUIPMENT	10.60.483.14.5551
					559.32		*CHECK TOTAL				
VENDOR TOTAL					559.32						
LEINTZ LAWN & CONSTRUCTI 000566		182394	07/07/23	CEM OPEN/CLOSING	450.00	041499	1946		P N W	CONTRACT LABOR	73.70.226.08.5397
LIBERTY AGGREGATES LLC 004693		182395	07/07/23	PKS ROCK-BENNETT PLAYGRO	856.05	041500	22648		P - W	PLAYGROUND/SPRAY	60.60.420.14.5582
		182395	07/07/23	WTR ROCK	348.92	041501	22649		P - W	MAINS & LINES MA	90.70.801.14.5532
		182395	07/07/23	WTR ROCK	348.93	041501	22649		P - W	MAINS & LINES MA	92.70.901.14.5532
		182395	07/07/23	ROCK-KINGS HWY	279.24	041501	22649		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
		182395	07/07/23	ST ROCK	896.87	041549	22530		P - W	GRAVEL/ROCK-STRE	50.75.607.14.5622
					2,730.01		*CHECK TOTAL				
VENDOR TOTAL					2,730.01						
LIBERTY SOLAR, LLC 006703		182396	07/07/23	SOLAR SERVICES	2,881.96	041550	48		P N W	ELECTRIC	61.60.458.12.5401
		182396	07/07/23	SOLAR SERVICES	7,335.33	041550	48		P N W	ELECTRIC	90.70.802.12.5401
		182396	07/07/23	SOLAR SERVICES	819.71	041550	48		P N W	ELECTRIC	92.70.902.12.5401
					11,037.00		*CHECK TOTAL				

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
LIBERTY SOLAR, LLC				006703							
				VENDOR TOTAL	11,037.00						
M & M GOLF CARS LLC				005602							
		182397 07/07/23		PKS GOLF CART	500.00	041551	18322			P - W RECREATION SUPPL	61.60.458.04.5004
MCDONALD/EMMA				000356							
		182398 07/07/23		CCTR SWIM INSTR	128.00	041552	6/27-7/3			P N W PRIVATE SWIMMING	65.60.417.08.8125
		182398 07/07/23		CCTR SWIM INSTR	22.00	041552	6/27-7/3			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
		182398 07/07/23		CCTR SWIM INSTR	637.50	041552	6/27-7/3			P N W SWIM TEAM	65.60.417.08.8124
					787.50	*CHECK TOTAL					
				VENDOR TOTAL	787.50						
MEALS ON WHEELS				003134							
		182399 07/07/23		AGING SUBSIDIZED MEALS	4,011.66	041553	12			P - W MEALS ON WHEELS	10.60.481.04.5064
MICHAEL III/ARCHIE W.				000366							
		182400 07/07/23		PKS TENNIS INSTR	5,950.00	041554	7/3/23			P N W CONTRACT LABOR	61.60.458.08.5397
MISSISSIPPI LIME CO INC				005761							
		182401 07/07/23		WTR HYDRATED LIME	7,861.63	041578	1677415	230034		P - W CHEMICALS	90.70.802.04.5010
MO PARKS & RECREATION AS				001167							
		182402 07/07/23		PKS TICKET SALES	613.00	041555	JUNE 2023			P - W RESERVE-MPRA TIC	60.2400
MO WATER & WASTEWATER CO				005708							
		182403 07/07/23		TRAINING CLASS-G HARTER	100.00	041502	88988			P - W REGISTRATION FEE	90.70.801.06.5251
		182403 07/07/23		TRAINING CLASS-G HARTER	100.00	041502	88988			P - W REGISTRATION FEE	92.70.901.06.5251
					200.00	*CHECK TOTAL					
				VENDOR TOTAL	200.00						
MYRICK MECHANICAL				000669							
		182404 07/07/23		FIRE REPL AC CAPACITOR	239.54	041503	1309			P - W BUILDING MAINTEN	10.50.300.14.5571
		182404 07/07/23		2023 HVAC MAINT & REPAIR	1,556.00	041579	1319	230093		P - W BUILDING MAINTEN	10.95.140.14.5571
		182404 07/07/23		2023 HVAC MAINT & REPAIR	159.80	041580	1320	230093		P - W BUILDING MAINTEN	10.95.140.14.5571
		182404 07/07/23		2023 HVAC MAINT & REPAIR	1,954.00	041581	1308	230093		P - W BUILDING MAINTEN	10.95.140.14.5571
					3,909.34	*CHECK TOTAL					
				VENDOR TOTAL	3,909.34						
NORTHLAND READY-MIX INC				000357							
		182405 07/07/23		WTR CONCRETE	454.00	041504	188250			P - W MAINS & LINES MA	90.70.801.14.5532
		182405 07/07/23		DISCOUNT	9.08	CR 041504	188250			P - W MAINS & LINES MA	90.70.801.14.5532
					444.92	*CHECK TOTAL					
				VENDOR TOTAL	444.92						
OMEGA DOOR CO INC				007923							
		182406 07/07/23		FIRE DOOR RPR #3	1,961.78	041505	47952			P - W BUILDING MAINTEN	10.50.300.14.5571
OUTDOOR RESTROOMS LLC				003763							
		182407 07/07/23		PKS PORT A POTS	180.00	041506	716965			P - W RECREATION SUPPL	61.60.458.04.5004

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
OUTDOOR RESTROOMS LLC 003763									
182407	07/07/23	PKS PORT A POTS	225.00	041507	716966		P - W	RENTAL	60.60.420.18.5611
			405.00		*CHECK TOTAL				
		VENDOR TOTAL	405.00						
PACE ANALYTICAL SERVICES 005664									
182408	07/07/23	WWT LAB SERVICES	490.10	041508	2360186829		P - W	PRETREATMENT PRO	92.70.902.08.5388
182408	07/07/23	WWTP LAB SERVICES	1,062.40	041582	2360186894	230015	P - W	LAB FEES	92.70.902.08.5365
			1,552.50		*CHECK TOTAL				
		VENDOR TOTAL	1,552.50						
PAOLETTI/ISABELLA 008879									
182409	07/07/23	CCTR SWIM INSTR	450.00	041556	6/27-6/30		P N W	PRIVATE SWIMMING	65.60.417.08.8125
PETTY CASH/LIBERTY COMM 003524									
182410	07/07/23	AGING B-DAY PARTY	100.00	041509	PETTY CASH		P - W	PROGRAM SUPPLIES	10.60.483.04.5099
182410	07/07/23	AGING KAROE	100.00	041509	PETTY CASH		P - W	PROGRAM SUPPLIES	10.60.483.04.5099
182410	07/07/23	REIM MOW EXP	97.25	041509	PETTY CASH		P - W	A/R REIMBURSEABL	10.1405
182410	07/07/23	PKS MILEAGE	23.40	041509	PETTY CASH		P - W	MISCELLANEOUS EX	61.60.458.38.5989
182410	07/07/23	PKS MILEAGE	76.05	041509	PETTY CASH		P - W	MISCELLANEOUS EX	61.60.458.38.5989
182410	07/07/23	CCTR MILEAGE	61.75	041509	PETTY CASH		P - W	MISCELLANEOUS EX	65.60.491.38.5989
182410	07/07/23	PKS FOOD HANDLER CLASS	25.00	041509	PETTY CASH		P - W	TRAINING COSTS	61.60.458.06.5259
182410	07/07/23	PKS FOOD HANDLER CLASS	25.00	041509	PETTY CASH		P - W	TRAINING COSTS	61.60.458.06.5259
182410	07/07/23	PKS FOOD HANDLER CLASS	25.00	041509	PETTY CASH		P - W	TRAINING COSTS	61.60.458.06.5259
182410	07/07/23	PKS FOOD HANDLER CLASS	25.00	041509	PETTY CASH		P - W	TRAINING COSTS	61.60.458.06.5259
182410	07/07/23	PKS FOOD HANDLER CLASS	25.00	041509	PETTY CASH		P - W	TRAINING COSTS	61.60.458.06.5259
			583.45		*CHECK TOTAL				
		VENDOR TOTAL	583.45						
PITTMAN SUPPORT SERVICES 000641									
182411	07/07/23	FIN BUS LIC PROCESSING	5,747.04	041557	23-002		P - W	CONTRACT LABOR	10.30.130.08.5397
PLZ CORP 000593									
182412	07/07/23	ST SNOW REMOVAL SUPPLIES	2,595.88	041558	91182954		P - W	SUPPLIES-SNOW RE	10.70.225.15.5634
PRINTING UNLIMITED 004763									
182413	07/07/23	BUSINESS CARDS	92.45	041510	69149		P - W	GENERAL SUPPLIES	10.10.101.04.5001
182413	07/07/23	BUSINESS CARDS	52.13	041511	69436		P - W	GENERAL SUPPLIES	10.10.101.04.5001
182413	07/07/23	BUSINESS CARDS	75.90	041512	69390		P - W	GENERAL SUPPLIES	60.60.415.04.5001
			220.48		*CHECK TOTAL				
		VENDOR TOTAL	220.48						
PROFESSIONAL PEST SOLUTI 006333									
182414	07/07/23	PEST CONTROL	22.50	041513	12199		P - W	BUILDING MAINTEN	90.70.801.14.5571
182414	07/07/23	PEST CONTROL	22.50	041513	12199		P - W	BUILDING MAINTEN	92.70.902.14.5571
182414	07/07/23	PEST CONTROL	43.00	041559	12196		P - W	BUILDING MAINTEN	10.70.225.14.5571
182414	07/07/23	PEST CONTROL	40.00	041560	12164		P - W	BUILDING MAINTEN	10.70.225.14.5571
			128.00		*CHECK TOTAL				
		VENDOR TOTAL	128.00						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
RANDY RUSSELL SERVICE CO				001794							
	182415	07/07/23	PKS	ICE MACHINE RPRS	2,093.00		041514 2723			P N W BUILDING MAINTEN	61.60.458.14.5571
RBE LAWN CARE LLC				006213							
	182416	07/07/23	PKW	FORCED MOWS	3,535.00		041561 7623			P N W CONTRACT LABOR	10.70.225.08.5397
REPUBLIC SERVICES #468				008397							
	182417	07/07/23	SOLID	WASTE COLLECTION	128,255.88		041515 3-0468-0011069			P - W NEIGHBORHOOD COL	98.70.227.08.5381
	182417	07/07/23	RECYCLING	COLLECTION	38,457.39		041515 3-0468-0011069			P - W NEIGHBORHOOD COL	98.70.227.08.5381
					166,713.27		*CHECK TOTAL				
			VENDOR TOTAL		166,713.27						
RH FASTENER SUPPLY INC				007728							
	182418	07/07/23	ST	BACKING PAD	75.60		041562 404962-3			P - W GENERAL SUPPLIES	10.70.225.04.5001
ROHAUS/KESSLER				000680							
	182419	07/07/23	CCTR	SWIM INSTR	437.50		041563 6/27-7/5			P N W SWIM TEAM	65.60.417.08.8124
SCHULTE SUPPLY INC				005774							
	182421	07/07/23	WTR	CHAIN,GUIDEBAR	1,238.00		041516 S1201570.001			P - W MAINS & LINES MA	90.70.801.14.5532
SHOGER/LAUREL				005680							
	182422	07/07/23	CCTR	SWIM INSTR	144.00		041564 7/2-7/3			P N W PRIVATE SWIMMING	65.60.417.08.8125
	182422	07/07/23	CCTR	SWIM INSTR	26.00		041564 7/2-7/3			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
					170.00		*CHECK TOTAL				
			VENDOR TOTAL		170.00						
SMITH/ABIGAIL				000433							
	182423	07/07/23	CCTR	SWIM INSTR	135.00		041565 7/3-7/4			P N W PRIVATE SWIMMING	65.60.417.08.8125
SUMNERONE INC				005662							
	182424	07/07/23	COPIER	USAGE	15.93		041517 3614697			P - W GENERAL SUPPLIES	90.70.801.04.5001
	182424	07/07/23	COPIER	USAGE	15.93		041517 3614697			P - W GENERAL SUPPLIES	92.70.901.04.5001
	182424	07/07/23	COPIER	USAGE	15.93		041517 3614697			P - W GENERAL SUPPLIES	92.70.902.04.5001
					47.79		*CHECK TOTAL				
			VENDOR TOTAL		47.79						
SUTTON/KATELYN DANIELLE				000327							
	182425	07/07/23	CCTR	SWIM INSTR	32.00		041566 6/27-7/3			P N W PRIVATE SWIMMING	65.60.417.08.8125
	182425	07/07/23	CCTR	SWIM INSTR	662.50		041566 6/27-7/3			P N W SWIM TEAM	65.60.417.08.8124
					694.50		*CHECK TOTAL				
			VENDOR TOTAL		694.50						
T & E COMPANY INC				004708							
	182426	07/07/23	WWT	TRACTOR TIRE RPR	200.00		041518 202305851			P - W MISC EQUIPMENT M	92.70.901.14.5559
TEEGARDEN/BILLY				.14548							
	182427	07/07/23	BUS	LICENSE REFUND	20.00		041567 REFUND			P - W REFUNDS PAYABLE	10.2265

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
TOWN AND COUNTRY BUILDIN 007143									
182428	07/07/23	2023 CITY HALL JANITORIA	214.43	CR	041583 00155999	230027	P - W	CONTRACT LABOR	10.70.221.08.5397
182428	07/07/23	2023 CITY HALL JANITORIA	107.22	CR	041584 00155995	230027	P - W	CONTRACT LABOR	10.70.221.08.5397
182428	07/07/23	2023 CITY HALL JANITORIA	2,380.00		041585 00156717	230027	P - W	CONTRACT LABOR	10.70.221.08.5397
			2,058.35	*CHECK TOTAL					
		VENDOR TOTAL	2,058.35						
TW SPORTSWEAR, LLC 005575									
182429	07/07/23	PRKS ADULT APPAREL	503.28		041586 45848	230044	P - W	RECREATION SUPPL	61.60.458.04.5004
182429	07/07/23	PRKS ADULT APPAREL	75.93		041587 46193	230044	P - W	RECREATION SUPPL	61.60.458.04.5004
182429	07/07/23	PRKS ADULT APPAREL	633.13		041588 46017	230044	P - W	RECREATION SUPPL	61.60.458.04.5004
182429	07/07/23	PRKS ADULT APPAREL	192.27		041589 46020	230044	P - W	RECREATION SUPPL	61.60.458.04.5004
182429	07/07/23	PRKS ADULT APPAREL	85.41		041590 46022	230044	P - W	RECREATION SUPPL	61.60.458.04.5004
			1,490.02	*CHECK TOTAL					
		VENDOR TOTAL	1,490.02						
VANCE BROTHERS INC 000957									
182430	07/07/23	ST ASPHALT	806.52		041568 IG00020647		P - W	ASPHALT-STREET R	50.75.607.14.5621
182430	07/07/23	ST ASPHALT	799.92		041569 IG00020679		P - W	ASPHALT-STREET R	50.75.607.14.5621
			1,606.44	*CHECK TOTAL					
		VENDOR TOTAL	1,606.44						
VETERINARY CENTER OF LIB 004817									
182431	07/07/23	ACTL VET SERVICES	65.00		041519 21763		P - W	DOG CARE	10.40.3202
182431	07/07/23	ACTL VET SERVICES	65.00		041520 21845		P - W	DOG CARE	10.40.3202
182431	07/07/23	ACTL VET SERVICES	65.00		041521 21865		P - W	DOG CARE	10.40.3202
			195.00	*CHECK TOTAL					
		VENDOR TOTAL	195.00						
WEATHER TECH RENOVATIONS 000653									
182432	07/07/23	ANIMAL CONT ROOF REPAIR	3,150.00		041591 JUNE 2023	230083	F - W	CAPITAL EQUIPMEN	50.20.031.36.7201
WHENTOWORK INC 003493									
182433	07/07/23	PKS SCHEDULING SOFTWARE	780.00		041522 200-12-23		P - W	RECREATION SUPPL	61.60.458.04.5004
WHITE CAP LP 000693									
182434	07/07/23	ST ASPHALT	130.75		041570 50022211842		P N W	ASPHALT-STREET R	50.75.607.14.5621
ZOLL MEDICAL CORPORATION 006014									
182435	07/07/23	FIRE EMS SUPPLIES	96.76		041571 3747439		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
ZONES INC 004299									
182436	07/07/23	T&L BATTERY BACKUPS	1,540.00		041572 K21316760101		P - W	MINOR COMPUTER E	10.90.132.18.5605

JULY 14TH CHECKS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
ALL COPY PRODUCTS, INC. 000492											
	182437	07/14/23	PKS	POSTAGE	225.78	041592	34381206		P - W	OFFICE EQUIPMENT	60.60.415.14.5551
	182437	07/14/23	FIN	POSTAGE MTR INK	139.95	041634	AR3912421		P - W	POSTAGE	10.95.140.38.5808
	182437	07/14/23	FIN	SEALING SOLUTION	30.00	041635	AR3915113		P - W	POSTAGE	10.95.140.38.5808
					395.73		*CHECK TOTAL				
				VENDOR TOTAL	395.73						
ALTERATIONS & CUSTOM SEW 005482											
	182438	07/14/23	POL	UNIFORMS	279.95	041690	3661		P N W	CLOTHING EXPENSE	10.40.500.38.5812
	182438	07/14/23	POL	UNIFORMS	24.00	041691	3648		P N W	CLOTHING EXPENSE	10.40.500.38.5812
					303.95		*CHECK TOTAL				
				VENDOR TOTAL	303.95						
AMERICAN DIGITAL SECURIT 004908											
	182439	07/14/23	ACTL	SECURITY ALARM	48.95	041593	INV0016282		P - W	BUILDING MAINTEN	10.20.051.14.5571
	182439	07/14/23	CCTR	CAMERA RPRS	335.00	041636	INV0016440		P - W	BUILDING MAINTEN	65.60.491.14.5571
					383.95		*CHECK TOTAL				
				VENDOR TOTAL	383.95						
AMERICAN RESPONSE VEHICL 005616											
	182440	07/14/23	FIRE	#626 LED FLASHER	383.00	041594	13448		P - W	VEHICLE MAINTENA	10.50.311.14.5541
AMES II/RICHARD ASHLEY 006627											
	182441	07/14/23	CCTR	SWIM INSTR	144.00	041637	7/9-7/10		P N W	PRIVATE SWIMMING	65.60.417.08.8125
ANCHOR TRUCKING SERVICE 004656											
	182442	07/14/23	HAULING	EQUIP-KINGS HWY	400.00	041638	23-7431		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
BLACK & MCDONALD ELECTRI 006424											
	182443	07/14/23	PWK	ST LIGHT MAINT	194.54	041639	76-1461436		P - W	TRANSPORTATION E	52.80.151.08.5420
	182443	07/14/23	PWK	ST LIGHT MAINT	257.06	041640	76-1461435		P - W	TRANSPORTATION E	52.80.151.08.5420
	182443	07/14/23	PWK	ST LIGHT MAINT	402.93	041643	76-1501387		P - W	TRANSPORTATION E	52.80.151.08.5420
	182443	07/14/23	PWK	ST LIGHT MAINT	201.47	041645	1501388		P - W	TRANSPORTATION E	52.80.151.08.5420
					1,056.00		*CHECK TOTAL				
				VENDOR TOTAL	1,056.00						
BOUND TREE MEDICAL LLC 002300											
	182444	07/14/23	FIRE	EMS SUPPLIES	1,265.41	041595	84999957		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
BOWIE INTERNATIONAL LLC 000636											
	182445	07/14/23	AC-MODEL	PR 6W6 TRANSPOR	21,245.00	041693	60723	230096	F - W	CAPITAL EQUIPMEN	50.20.132.36.7201
BRADY INDUSTRIES OF KANS 000081											
	182446	07/14/23	2023	CUSTODIAL SUPPLIES	999.01	041692	8155536	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
BROWN/ELAINE 007430											
	182447	07/14/23	PKS	SUMMER BAND	400.00	041650	SUMMER 2023		P N W	RECREATION SUPPL	60.60.415.04.5004
BRYANT/COLE CHRISTOPHER 000616											
	182448	07/14/23	CCTR	SWIM INSTR	570.00	041651	7/1-7/10		P N W	PRIVATE SWIMMING	65.60.417.08.8125

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CE WATER MANAGEMENT INC 006384		182449	07/14/23	PAWK BOILER LOOP MAINT	272.00	041652	C64250		P - W	FACILITIES MAINT	10.70.221.14.5572
CHUCK ANDERSON FORD INC 006320		182450	07/14/23	POL #203 BRAKES	411.48	041694	FOCS171392		P - W	VEHICLE MAINTENA	10.40.500.14.5541
CITY OF NORTH KANSAS CIT 001236		182500	07/14/23	POL RANGE USE	550.00	041695	INV-00009020		P - W	ARMORY SUPPLIES	10.40.501.04.5051
CONRAD FIRE EQUIPMENT IN 003684		182451	07/14/23	FIRE #612 REPL VALVE	1,605.96	041653	568870		P - W	VEHICLE MAINTENA	10.50.301.14.5541
		182451	07/14/23	FIRE #612 DRIVER SEAT	528.96	041654	568869		P - W	VEHICLE MAINTENA	10.50.301.14.5541
		182451	07/14/23	FIRE #612 AIR BRAKE, LEAK	2,681.22	041655	568868		P - W	VEHICLE MAINTENA	10.50.301.14.5541
		182451	07/14/23	FIRE #612 DISCHARGE CAP	79.95	041656	568867		P - W	VEHICLE MAINTENA	10.50.301.14.5541
					4,896.09	*CHECK TOTAL					
VENDOR TOTAL					4,896.09						
CRIME SCENE CLEANERS LLC 000380		182452	07/14/23	POL JAIL CELL CLEAN UP	244.62	041696	153		P N W	MISCELLANEOUS SU	10.40.500.04.5099
CUMMINS SALES AND SERVIC 004424		182453	07/14/23	WWT GENERATOR MAINT	2,077.16	041657	H9-61687		P - W	WWTR PLANT MAINT	92.70.902.14.5534
		182453	07/14/23	WWT GENERATOR MAINT	519.92	041658	H9-61762		P - W	WWTR PLANT MAINT	92.70.902.14.5534
		182453	07/14/23	WWT GENERATOR MAINT	342.20	041659	H9-61563		P - W	WWTR PLANT MAINT	92.70.902.14.5534
		182453	07/14/23	WWT LIFT STATION	334.96	041660	H9-61564		P - W	LIFT STATION MAI	92.70.902.14.5525
					3,274.24	*CHECK TOTAL					
VENDOR TOTAL					3,274.24						
DAKTRONICS INC 005733		182454	07/14/23	PKS SCOREBOARD CONTROL	3,100.00	041697	535044		P - W	RECREATION SUPPL	61.60.458.04.5004
DANIELS/CHRISTOPHER 000687		182455	07/14/23	CCTR SWIM INSTR	100.00	041661	7/8-7/15		P N W	SWIM TEAM	65.60.417.08.8124
DPC INDUSTRIES INC 002456		182456	07/14/23	WTR CHEMICALS	11,086.29	041662	817001608-23		P - W	CHEMICALS	90.70.802.04.5010
DRAGEN/MICHAEL 006436		182457	07/14/23	PKS SUMMER BAND	300.00	041663	SUMMER 2023		P N W	RECREATION SUPPL	60.60.415.04.5004
EMBLEMS INC 004505		182458	07/14/23	POL PATCHES-1000	1,490.00	041698	42747		P - W	CLOTHING EXPENSE	10.40.500.38.5812
FISH WINDOW CLEANING 006369		182459	07/14/23	ACTL WINDOW CLEANING	80.00	041596	2642-85304		P N W	BUILDING MAINT S	10.20.051.04.5008
FRICK/RUSSELL 005694		182519	07/14/23	DIRT	225.00	041664	752257		P N W	MAINS & LINES MA	90.70.801.14.5532
		182519	07/14/23	DIRT	225.00	041664	752257		P N W	MAINS & LINES MA	92.70.901.14.5532
					450.00	*CHECK TOTAL					
VENDOR TOTAL					450.00						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
FULLER/SHANE				004653							
		182460	07/14/23	PKS SUMMER BAND	1,800.00		041665 SUMMER 2023			P N W RECREATION SUPPL	60.60.415.04.5004
GALL'S INC				005394							
		182461	07/14/23	FIRE UNIFORMS	667.98		041597 024929645			P - W CLOTHING EXPENSE	10.50.301.38.5812
		182461	07/14/23	POL BELTS	241.75		041699 024911625			P - W CLOTHING EXPENSE	10.40.500.38.5812
		182461	07/14/23	POL BELTS	37.44		041700 024911628			P - W CLOTHING EXPENSE	10.40.500.38.5812
		182461	07/14/23	POL BELTS	66.14		041701 024818365			P - W CLOTHING EXPENSE	10.40.500.38.5812
					1,013.31		*CHECK TOTAL				
				VENDOR TOTAL	1,013.31						
GENES TIRE & SERVICE CEN				004477							
		182462	07/14/23	POL #214 MOUNT TIRE	30.00		041702 097235			P - W VEHICLE MAINTENA	10.40.500.14.5541
GIFFORD/MEGAN				000627							
		182463	07/14/23	CCTR SWIM INSTR	270.00		041666 7/3-7/11			P N W PRIVATE SWIMMING	65.60.417.08.8125
GUILD COLLECTIVE				000147							
		182464	07/14/23	VISIT LIBERTY ADS	7,193.79		041598 2994			P N W ADVERTISING	67.20.061.08.5371
HAMPEL OIL INC				006639							
		182465	07/14/23	POWERDIESEL TW	1,604.70		041667 91686051			P - W CONSTRUCTION CON	94.70.802.36.7510
		182465	07/14/23	POWERDIESEL TW	1,822.14		041668 91687055			P - W CONSTRUCTION CON	94.70.802.36.7510
		182465	07/14/23	POWERDIESEL TW	2,081.79		041669 91687514			P - W CONSTRUCTION CON	94.70.802.36.7510
					5,508.63		*CHECK TOTAL				
				VENDOR TOTAL	5,508.63						
HARVEY/CHUCK				.14552							
		182466	07/14/23	PKS SUMMER BAND	400.00		041670 SUMMER 2023			P - W RECREATION SUPPL	60.60.415.04.5004
HASTY AWARDS				004458							
		182467	07/14/23	CCTR SWIM RIBBONS	919.52		041703 06232276			P - W SWIM TEAM	65.60.417.08.8124
HAWKINS/CHAD				005271							
		182468	07/14/23	POL TUITION REIMB	1,184.50		041720 SPRING 2023			P - W REGISTRATION FEE	10.40.500.06.5251
HEARTLAND COCA-COLA				000076							
		182469	07/14/23	PKS COCA COLA PRODUCTS	1,816.84		041704 36417491025	230028	P N W CONCESSION		61.60.458.04.5007
HELGET GAS PRODUCTS				006305							
		182470	07/14/23	FIRE OXYGEN	18.95		041599 0002643398			P - W CHEMICALS	10.50.311.04.5010
HILL/DAVID				000528							
		182471	07/14/23	CCTR SWIM INSTR	270.00		041671 7/6-7/7			P N W PRIVATE SWIMMING	65.60.417.08.8125
		182471	07/14/23	CCTR SWIM INSTR	1,312.50		041671 7/6-7/7			P N W SWIM TEAM	65.60.417.08.8124
					1,582.50		*CHECK TOTAL				
				VENDOR TOTAL	1,582.50						
HILL'S PET NUTRITION INC				005135							
		182472	07/14/23	ACTL SHELTER FOOD	286.29		041600 245905282			P - W FOOD	10.20.051.04.5013

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
HISTORIC DOWNTOWN LIBERT 004528									
182473	07/14/23	REIMB FOR ADVERTISING	480.59	041601	6/28/23			P - W ADVERTISING	67.20.061.08.5371
182473	07/14/23	REIMB FOR ADVERTISING	1,095.00	041601	6/28/23			P - W ADVERTISING	67.20.061.08.5371
182473	07/14/23	P&D HDLI CONTRACT 2023	3,333.33	041705	JULY	230007		P - W HDLI CONTRACT	67.20.061.38.5823
			4,908.92	*CHECK TOTAL					
		VENDOR TOTAL	4,908.92						
HOLTZ/BARBARA .14550									
182474	07/14/23	REFUND SUNLIFE OVERPMT	73.03	041602	REFUND			P - W LONG TERM INS-SU	10.2165
IMPACT POWER TECHNOLOGIE 000659									
182475	07/14/23	POL BATTERIES	2,235.00	041706	12571			P N W MINOR EQUIPMENT	10.40.500.18.5601
J E DUNN CONSTRUCTION 005678									
182476	07/14/23	CITY HALL ATRIUM	285,952.00	041707	22028300006	220147		P - W CAPITAL EQUIPMEN	10.95.140.36.7201
182476	07/14/23	RETAINAGE	14,297.00	CR	041708	RETAINAGE		P - W RETAINAGE PAYABL	10.2115
			271,655.00	*CHECK TOTAL					
		VENDOR TOTAL	271,655.00						
JCI INDUSTRIES INC 006471									
182477	07/14/23	WWT PUMP KIT	3,325.40	041672	8254151			P - W MAINTENANCE SUPP	92.70.902.04.5009
JOAN OF ART, LLC 000567									
182478	07/14/23	P&D ARTWORK PURCHASE	8,000.00	041709	70323	230101		F N W MINOR EQUIPMENT	67.20.061.18.5601
JONES/NATHAN 005257									
182479	07/14/23	CCTR SWIM INSTR	108.00	041673	7/9			P N W PRIVATE SWIMMING	65.60.417.08.8125
182479	07/14/23	CCTR SWIM INSTR	26.00	041673	7/9			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
			134.00	*CHECK TOTAL					
		VENDOR TOTAL	134.00						
JUKEBOXX MEDIA LLC 005534									
182480	07/14/23	4TH FEST CONCERT SET UP	10,270.00	041603	4302			P - W LIBERTY FEST	67.20.061.38.5804
K C MO WATER SERVICES 003552									
182481	07/14/23	WWT SERVICE	869.31	041604	527657-320655			P - W SEWAGE TREATMENT	92.70.902.08.5394
K C WINWATER WORKS CO 002767									
182482	07/14/23	WTR INVENTORY	736.00	041674	310974 02			P - W INVENTORY-MATERI	90.1700
KECK/TED 004013									
182483	07/14/23	PKS SUMMER BAND	400.00	041675	SUMMER 2023			P N W RECREATION SUPPL	60.60.415.04.5004
KENNEDY/ALICE .14554									
182484	07/14/23	CCTR REFUND MEMBERSHIP	115.00	041676	1889965			P - W REFUNDS PAYABLE	65.2265
KITCHS LAWN CARE & LANDSC 006136									
182485	07/14/23	CEM MOWING	2,100.00	041710	687	230055		P - W MOWING CONTRACT	73.70.226.14.5577
182485	07/14/23	CEM MOWING	2,100.00	041711	812	230055		P - W MOWING CONTRACT	73.70.226.14.5577
			4,200.00	*CHECK TOTAL					
		VENDOR TOTAL	4,200.00						

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KOHL WHOLESALE INC 000713		182486	07/14/23	PKS CONCESSION FOOD	1,574.64	041712	417660	230040	P - W	CONCESSION	61.60.458.04.5007
KONE ELEVATOR INC 001743		182487	07/14/23	CCTR SERVICE AGREEMENT	748.35	041605	871089630		P - W	BUILDING MAINTEN	65.60.491.14.5571
		182487	07/14/23	CCTR SERVICE CALL	170.12	041677	1158512439		P - W	BUILDING MAINTEN	65.60.491.14.5571
					918.47	*CHECK TOTAL					
VENDOR TOTAL					918.47						
LABOR RELATIONS INFO SYS 004716		182488	07/14/23	POL SUBSCRIPTION	150.00	041713	38402		P N W	MEETING EXPENSE	10.40.500.38.5803
LAW OFFICE OF MARY M PAR 000161		182489	07/14/23	LEGAL FEES	1,500.00	041606	15860		P N W	LEGAL FEES	10.20.121.08.5311
LIBERTY AGGREGATES LLC 004693		182490	07/14/23	ST ROCK	459.18	041678	22542		P - W	GRAVEL/ROCK-STRE	50.75.607.14.5622
LINN/JO .14551		182491	07/14/23	CCTR RENEW ACTIVE CHANGE	172.49	041607	1888277		P - W	REFUNDS PAYABLE	65.2265
LUEBBERT ENGINEERING 005913		182492	07/14/23	PW STORMWATER CONSULTATI	1,312.50	041714	2	230063	P N W	NPDES EXPENSES	50.77.653.08.7522
MADDEN MEDIA 006202		182493	07/14/23	VISIT LIB ADS	300.73	041608	2023-018971		P N W	ADVERTISING	67.20.061.08.5371
MARTIN/JAMES 000565		182494	07/14/23	POL FBINAA CONF	338.50	041609	7/28-8/2		P - W	TRAINING TRAVEL	10.40.500.06.5210
MARTIN/STEPHEN 006781		182495	07/14/23	PKS SUMMER BAND	600.00	041679	SUMMER 2023		P N W	RECREATION SUPPL	60.60.415.04.5004
MCDONALD/EMMA 000356		182496	07/14/23	CCTR SWIM INSTR	128.00	041680	7/4-7/10		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		182496	07/14/23	CCTR SWIM INSTR	132.00	041680	7/4-7/10		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
		182496	07/14/23	CCTR SWIM INSTR	637.50	041680	7/4-7/10		P N W	SWIM TEAM	65.60.417.08.8124
					897.50	*CHECK TOTAL					
VENDOR TOTAL					897.50						
MISSISSIPPI LIME CO INC 005761		182497	07/14/23	WTR HYDRATED LIME	7,551.62	041715	1678269	230034	P - W	CHEMICALS	90.70.802.04.5010
		182497	07/14/23	WTR HYDRATED LIME	8,091.32	041716	1679116	230034	P - W	CHEMICALS	90.70.802.04.5010
					15,642.94	*CHECK TOTAL					
VENDOR TOTAL					15,642.94						
MO ONE CALL SYSTEM INC 004393		182498	07/14/23	UTIL LOCATES	492.08	041681	3060216		P - W	MISSOURI ONE CAL	90.70.801.08.5305
		182498	07/14/23	UTIL LOCATES	492.07	041681	3060216		P - W	MISSOURI ONE CAL	92.70.901.08.5305
					984.15	*CHECK TOTAL					
VENDOR TOTAL					984.15						

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
MYRICK MECHANICAL 000669									
182499	07/14/23	2023 HVAC MAINT & REPAIR	4,434.00	041717	1241			230093 P - W BUILDING MAINTEN	10.95.140.14.5571
182499	07/14/23	2023 HVAC MAINT & REPAIR	832.00	041718	1296			230093 P - W BUILDING MAINTEN	10.95.140.14.5571
			5,266.00	*CHECK TOTAL					
		VENDOR TOTAL	5,266.00						
NORTHLAND READY-MIX INC 000357									
182501	07/14/23	CONCRETE-KINGS HWY	1,610.00	041682	188535			P - W CONST CNTRCT-CLA	94.70.801.36.7510
182501	07/14/23	DISCOUNT	32.20	CR	041682 188535			P - W CONST CNTRCT-CLA	94.70.801.36.7510
			1,577.80	*CHECK TOTAL					
		VENDOR TOTAL	1,577.80						
NPG NEWSPAPERS INC 000221									
182502	07/14/23	LEGAL NOTICE	30.42	041610	6744089			P - W LEGAL ADS	10.80.151.08.5379
182502	07/14/23	PKW HOLIDAY AD	257.70	041683	95998-070523			P - W MISCELLANEOUS FE	98.70.227.08.5399
			288.12	*CHECK TOTAL					
		VENDOR TOTAL	288.12						
OVERHEAD DOOR CO 001573									
182503	07/14/23	CCTR ANNUAL INSPECTION	393.00	041611	SVC/262-934146			P - W BUILDING MAINTEN	65.60.491.14.5571
PACE ANALYTICAL SERVICES 005664									
182504	07/14/23	WWT LAB SERVICES	501.70	041684	2360187433			P - W PRETREATMENT PRO	92.70.902.08.5388
182504	07/14/23	WTR CHEMICAL TESTING	1,074.40	041719	2360187614			230074 P - W LAB FEES	90.70.802.08.5365
			1,576.10	*CHECK TOTAL					
		VENDOR TOTAL	1,576.10						
PAOLETTI/ISABELLA 008879									
182505	07/14/23	CCTR SWIM INSTR	828.00	041685	7/5-7/10			P N W PRIVATE SWIMMING	65.60.417.08.8125
PARTY 2 GO LLC 000694									
182506	07/14/23	4TH FEST ACTIVITIES	550.00	041612	258059			P N W LIBERTY FEST	67.20.061.38.5804
PETERS/SHELLY 004952									
182507	07/14/23	PKS SUMMER BAND	400.00	041686	SUMMER 2023			P N W RECREATION SUPPL	60.60.415.04.5004
PETTY CASH/LIBERTY COMM 003524									
182508	07/14/23	AGING EVENT EXP	125.00	041721	PETTY CASH			P - W PROGRAM SUPPLIES	10.60.483.04.5099
182508	07/14/23	PKS MILEAGE	267.80	041721	PETTY CASH			P - W MISCELLANEOUS EX	61.60.458.38.5989
182508	07/14/23	PKS MILEAGE	113.75	041721	PETTY CASH			P - W MISCELLANEOUS EX	61.60.458.38.5989
182508	07/14/23	MOW BAG	4.67	041721	PETTY CASH			P - W A/R REIMBURSEABL	10.1405
182508	07/14/23	CCTR CHILDCARE EXP	6.25	041721	PETTY CASH			P - W CHILD CARE PROGR	65.60.417.08.8701
182508	07/14/23	CCTR CHILDCARE EXP	27.26	041721	PETTY CASH			P - W CHILD CARE PROGR	65.60.417.08.8701
			544.73	*CHECK TOTAL					
		VENDOR TOTAL	544.73						
PLATTE COUNTY READY MIX 004482									
182509	07/14/23	PKS CONCRETE-BENNETT	1,347.00	041613	24702			P - WPLAYGROUND/SPRAY	60.60.420.14.5582

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POTTER/DAVID M				000540							
182510	07/14/23	PKS	SUMMER BAND	300.00	041687	SUMMER 2023			P N W	RECREATION SUPPL	60.60.415.04.5004
PRIDE CLEANERS				000186							
182511	07/14/23	POL	DRY CLEANING	425.00	041722	333472-63023			P - W	CLOTHING EXPENSE	10.40.500.38.5812
PRINTING UNLIMITED				004763							
182512	07/14/23	UTIL	BILL INSERT	655.60	041614	69440			P - W	PRINTING	10.20.031.04.5120
182512	07/14/23	POL	BUSINESS CARDS	156.99	041723	69433			P - W	OUTSIDE PRINTING	10.40.500.04.5120
182512	07/14/23	FIN	REPORT COVERS	221.12	041724	69438			P - W	OUTSIDE PRINTING	10.30.130.04.5120
				1,033.71	*CHECK TOTAL						
			VENDOR TOTAL	1,033.71							
PROFESSIONAL PEST SOLUTI				006333							
182513	07/14/23	ACTL	PEST CONTROL	60.00	041615	12198			P - W	BUILDING MAINT S	10.20.051.04.5008
182513	07/14/23	FIRE	PEST CONTROL	30.00	041616	12202			P - W	PEST CONTROL/MOP	10.50.300.08.5369
182513	07/14/23	FIRE	PEST CONTROL	30.00	041617	12201			P - W	PEST CONTROL/MOP	10.50.300.08.5369
182513	07/14/23	FIRE	PEST CONTROL	30.00	041618	12200			P - W	PEST CONTROL/MOP	10.50.300.08.5369
				150.00	*CHECK TOTAL						
			VENDOR TOTAL	150.00							
PUBLIC WATER DIST #5				002759							
182514	07/14/23	WTR	SERVICE	179.50	041725	0215			P - W	WATER PURCHASES-	90.70.802.08.5390
182514	07/14/23	WWT	WTR SERVICE	35.50	041726	0369			P - W	LIFT STATION MAI	92.70.902.14.5525
				215.00	*CHECK TOTAL						
			VENDOR TOTAL	215.00							
REPUBLIC SERVICES #468				008397							
182515	07/14/23	ST	DUMPSTER	474.29	041727	0468-004113433			P - W	CONTRACT LABOR	10.70.225.08.5397
RICOH USA, INC				000314							
182516	07/14/23	ACTL	COPIER LEASE	91.26	041619	38147016			P - W	MINOR EQUIPMENT	10.20.051.18.5601
182516	07/14/23	POL	COPIER USAGE	58.21	041729	5067664061			P - W	COPIER LEASE & U	10.40.512.04.5110
				149.47	*CHECK TOTAL						
			VENDOR TOTAL	149.47							
RICOH USA, INC				007683							
182517	07/14/23	POL	COPIER LEASE	153.81	041728	107386092			P - W	COPIER LEASE & U	10.40.512.04.5110
ROHAUS/KESSLER				000680							
182518	07/14/23	CCTR	SWIM INSTR	437.50	041730	7/6-7/15			P N W	SWIM TEAM	65.60.417.08.8124
SALINAS/JUAN				.14549							
182520	07/14/23	REFUND	LTD INS	1.29	041620	REFUND			P - W	LONG TERM INS-SU	10.2165
SAMS CLUB DISCOVER-GEGRS				003621							
1914	07/12/23	EMP	APP SUPPLIES	44.38	041633	JUNE			P - H	MISCELLANEOUS EX	10.20.001.38.5989
1914	07/12/23	COURT	OFFICE SUPPLIES	39.98	041633	JUNE			P - H	GENERAL SUPPLIES	10.20.131.04.5001
1914	07/12/23	FIN	OFFICE SUPPLIES	56.49	041633	JUNE			P - H	GENERAL SUPPLIES	10.30.130.04.5001
1914	07/12/23	PKS	CONCESSION SUPPLIES	3,557.00	041633	JUNE			P - H	CONCESSION	61.60.458.04.5007
1914	07/12/23	WTR	SUPPLIES	64.49	041633	JUNE			P - H	GENERAL SUPPLIES	90.30.133.04.5001

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SAMS CLUB DISCOVER-GEGRS		003621						
		VENDOR TOTAL	3,762.34		*CHECK TOTAL			
			3,762.34					
SHOGER/LAUREL		005680						
182521	07/14/23	CCTR SWIM INSTR	126.00	041731	7/5-7/9		P N W PRIVATE SWIMMING	65.60.417.08.8125
SHRED IT		001928						
182522	07/14/23	SHREDDING SERVICE	115.77	041732	8004150031		P - W MISCELLANEOUS FE	10.40.500.08.5399
182522	07/14/23	SHREDDING SERVICE	19.70	041732	8004150031		P - W MISCELLANEOUS FE	10.20.131.08.5399
182522	07/14/23	SHREDDING SERVICE	19.70	041732	8004150031		P - W MISCELLANEOUS FE	10.25.011.08.5399
182522	07/14/23	SHREDDING SERVICE	26.69	041732	8004150031		P - W MISCELLANEOUS FE	10.20.021.08.5399
182522	07/14/23	SHREDDING SERVICE	29.08	041732	8004150031		P - W MISCELLANEOUS FE	10.30.130.08.5399
		VENDOR TOTAL	210.94		*CHECK TOTAL			
			210.94					
SMITH/ABIGAIL		000433						
182523	07/14/23	CCTR SWIM INSTR	405.00	041733	7/5-7/10		P N W PRIVATE SWIMMING	65.60.417.08.8125
SUTTON/KATELYN DANIELLE		000327						
182524	07/14/23	CCTR SWIM INSTR	16.00	041734	7/7		P N W PRIVATE SWIMMING	65.60.417.08.8125
182524	07/14/23	CCTR SWIM INSTR	662.50	041734	7/7		P N W SWIM TEAM	65.60.417.08.8124
		VENDOR TOTAL	678.50		*CHECK TOTAL			
			678.50					
SUTTON/LORI		006857						
182525	07/14/23	POL CONF-MILEAGE	728.36	041735	6/4-6/7		P - W SOFTWARE MAINTEN	10.40.512.14.5591
SWIMTOPIA		000544						
182526	07/14/23	CCTR PREM ATHLETE FEES	618.00	041621	12704		P - W SWIM TEAM	65.60.417.08.8124
SYNERGY SERVICES INC		005964						
182527	07/14/23	DOMESTIC VIOLENCE FUND	893.50	041622	JUNE 2023		P - W DOMESTIC VIOLENC	10.2472
TELEFLEX LLC		000016						
182528	07/14/23	FIRE EMS SUPPLIES	109.50	041623	9507135919		P - W MEDICAL SUPPLIES	10.50.311.04.5003
THOMPSON/CAROL		.14553						
182529	07/14/23	CCTR REFUND CLASS	62.00	041736	1893541		P - W REFUNDS PAYABLE	65.2265
TIGRIS SPECIALTY CONSTRU		000643						
182530	07/14/23	CCTR REPL CURB FLASHING	4,820.00	041737	24850		P - W BUILDING MAINTEN	65.60.491.14.5571
TRAFFIC LOGIX CORP		006291						
182531	07/14/23	ST SPEED TRACKER	685.00	041738	SIN21142		P - W STREET SIGNS	50.75.607.14.5641
UNIFIRST CORPORATION		002825						
182532	07/14/23	CCTR MATS	125.94	041624	3281057963		P - W MISC EQUIPMENT M	65.60.491.14.5559

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
USIC LOCATING SERVICES I 006076									
182533	07/14/23	UTIL LOCATES	9,075.68	041739	595456		P - W	CONTRACT LABOR	90.70.801.08.5397
182533	07/14/23	UTIL LOCATES	9,075.68	041739	595456		P - W	CONTRACT LABOR	92.70.901.08.5397
			18,151.36	*CHECK TOTAL					
		VENDOR TOTAL	18,151.36						
VALVOLINE LLC 005460									
182534	07/14/23	POL #204 OIL CHANGE	34.99	041740	58260		P - W	VEHICLE MAINTENA	10.40.500.14.5541
182534	07/14/23	POL #202 OIL CHANGE	34.99	041741	58282		P - W	VEHICLE MAINTENA	10.40.500.14.5541
182534	07/14/23	POL #222 OIL CHANGE	34.99	041742	57928		P - W	VEHICLE MAINTENA	10.40.500.14.5541
182534	07/14/23	POL #203 OIL CHANGE	34.99	041743	58354		P - W	VEHICLE MAINTENA	10.40.500.14.5541
			139.96	*CHECK TOTAL					
		VENDOR TOTAL	139.96						
VANCE BROTHERS INC 000957									
182535	07/14/23	ST ASPHALT	406.56	041744	IG00020738		P - W	ASPHALT-STREET R	50.75.607.14.5621
182535	07/14/23	ST ASPHALT	476.52	041745	IG00020709		P - W	ASPHALT-STREET R	50.75.607.14.5621
			883.08	*CHECK TOTAL					
		VENDOR TOTAL	883.08						
VEENSTRA & KIMM INC 006045									
182536	07/14/23	PW BRIDGE GRANT APPLICAT	4,240.00	041746	1	230089	F - W	BRIDGE MAINT REP	52.75.607.14.5627
VETERINARY CENTER OF LIB 004817									
182537	07/14/23	ACTL VET SERVICES	45.00	041625	21930		P - W	VETERINARY SERVI	10.20.051.08.5358
182537	07/14/23	ACTL VET SERVICES	45.00	041626	21882		P - W	VETERINARY SERVI	10.20.051.08.5358
182537	07/14/23	ACTL VET SERVICES	45.00	041627	21951		P - W	VETERINARY SERVI	10.20.051.08.5358
182537	07/14/23	ACTL VET SERVICES	45.00	041628	21931		P - W	VETERINARY SERVI	10.20.051.08.5358
182537	07/14/23	ACTL VET SERVICES	104.00	041630	469919		P - W	VETERINARY SERVI	10.20.051.08.5358
182537	07/14/23	ACTL VET SERVICES	164.00	041631	471193		P - W	VETERINARY SERVI	10.20.051.08.5358
182537	07/14/23	ACTL VET SERVICES	348.00	041631	471193		P - W	MEDICAL SUPPLIES	10.20.051.04.5003
182537	07/14/23	ACTL VET SERVICES	45.00	041689	21895		P - W	VETERINARY SERVI	10.20.051.08.5358
			841.00	*CHECK TOTAL					
		VENDOR TOTAL	841.00						
VICTORY SIGN CO INC 006411									
182538	07/14/23	POL JPA TENT,WEIGHTS	1,038.00	041747	14194		P - W	RESERVE-JR POLIC	10.2411
VON FINTEL/ROSEMARIE 005659									
182539	07/14/23	CCTR DOG OBEDIENCE INSTR	1,191.40	041748	SUM 2023-1		P N W	COMMUNITY PROGRA	65.60.417.08.8602
WATER ENVIRONMENT FEDERA 007222									
182540	07/14/23	WTR MEMBERSHIP RENEWAL	177.00	041749	000313357		P - W	TRAINING COSTS	90.70.801.06.5259
WEX BANK 005626									
182541	07/14/23	FUEL	32,305.28	041750	90207593		P - W	INVENTORY-GASOLI	10.1720
WILSON/ANNETTE 000363									
182542	07/14/23	PKS SUMMER BAND	400.00	041751	SUMMER 2023		P N W	RECREATION SUPPL	60.60.415.04.5004

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Payments by Vendor

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VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
WOMPAS GRAPHIX 000140									
182543	07/14/23	PKS DISC GOLF SIGNS	77.44	041632	4690			P N W OUTSIDE PRINTING	60.60.415.04.5120
WORLDWIDE GLOBAL INTERNA 000560									
182544	07/14/23	P&D PURCHASE ARTWORK	12,000.00	041752	06272023-2	230099	F - W	MINOR EQUIPMENT	67.20.061.18.5601
ZOLL MEDICAL CORPORATION 006014									
182545	07/14/23	FIRE EMS SUPPLIES	238.00	041753	3759909			P - W MEDICAL SUPPLIES	10.50.311.04.5003

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Payments by Vendor

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VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER 007674									
1912	06/30/23	DESK CHAIR FOR CHIEF MAR	549.99					- M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	WORK GLOVES AND WEED SPR	211.97					- M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	WORK GLOVES AND WEED SPR	23.98					M PROTECTIVE CLOTH	10.70.225.38.5813
1912	06/30/23	CONCRETE FOR HEARTLAND S	233.00					M STORM WATER MAIN	50.75.607.14.5663
1912	06/30/23	BLEACH	9.99					M CONST CNTRCT-CLA	94.70.801.36.7510
1912	06/30/23	MOBILTICKET ROLLS	83.50					- M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	STOP THE BLEED TRAINING	25.81					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	HOTEL/PARKING FOR CENTRA	646.73					M TRAINING TRAVEL	10.40.501.06.5210
1912	06/30/23	REPLACEMENT AUDIO CABLE	20.65					M MAINTENANCE MATE	65.60.491.04.5009
1912	06/30/23	BENNETT 1 SHELTER PAINT	243.50					M BUILDING MAINTEN	60.60.420.14.5571
1912	06/30/23	ADMIN OFFICE DESK CHAIRS	439.70					M GENERAL SUPPLIES	60.60.415.04.5001
1912	06/30/23	FIRE #626 WINDSHIELD WIP	378.00					M VEHICLE SUPPLIES	10.50.301.04.5006
1912	06/30/23	FIRE #626 WINDSHIELD WIP	54.38					M VEHICLE SUPPLIES	10.50.311.04.5006
1912	06/30/23	WELL 13 ELECTRICAL REPAI	468.75					M WELLFIELD MAINTEN	90.70.802.14.5535
1912	06/30/23	3 CARABINER CLIPS FOR SW	31.47					- M SWAT TEAM SUPPLI	10.40.501.04.5050
1912	06/30/23	601 ENGAGE 2ND HALF ROOM	674.04					M TRAINING COSTS	10.50.315.06.5259
1912	06/30/23	HYDRALIC HOSES FOR SKID	293.52					M MISC EQUIPMENT M	90.70.801.14.5559
1912	06/30/23	HYDRALIC HOSES FOR SKID	293.51					M MISC EQUIPMENT M	92.70.901.14.5559
1912	06/30/23	AVON GAS MASK FIT TEST A	211.00					- M SWAT TEAM SUPPLI	10.40.501.04.5050
1912	06/30/23	WATER FOUNTAIN PARTS	18.96					M BUILDING MAINTEN	61.60.458.14.5571
1912	06/30/23	CENTRALSQUARE CONFERENCE	674.04					M SOFTWARE MAINTEN	10.40.512.14.5591
1912	06/30/23	FRAMES FOR ANNIVERSARY C	33.98					M GENERAL SUPPLIES	60.60.415.04.5001
1912	06/30/23	WATER	57.74					M BUILDING MAINTEN	60.60.420.14.5571
1912	06/30/23	SNOW REMOVAL PARTS, OIL	61.41					M SUPPLIES-SNOW RE	10.70.225.15.5634
1912	06/30/23	SNOW REMOVAL PARTS, OIL	179.76					M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	LAB SUPPLIES AND PROBES	3,481.62					M LAB SUPPLIES	92.70.902.04.5014
1912	06/30/23	602 ENGAGE 2ND HALF ROOM	616.68					- M TRAINING COSTS	10.50.315.06.5259
1912	06/30/23	LAB SUPPLIES	238.50					M LAB SUPPLIES	90.70.802.04.5014
1912	06/30/23	CONCRETE FINISHING TOOLS	40.48					M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	601 CW JUNE	21.99					M VEHICLE MAINTENA	10.50.301.14.5541
1912	06/30/23	CULTURE CLUB COOKIES FOR	23.13					M MEETING EXPENSE	60.60.415.38.5803
1912	06/30/23	CANOPIES	329.97					M SWIM TEAM	65.60.417.08.8124
1912	06/30/23	MEETING WITH CBRE	7.61					- M OTHER MISC FEES	56.20.001.08.5365

1912	06/30/23	WATER FOUNTAIN PARTS	7.09
1912	06/30/23	2 LA POLICE GEAR 72 HOUR	182.98
1912	06/30/23	FIRE STATION SUPPLIES	30.98
1912	06/30/23	BENNETT SHELTER 1 PAINT	68.84
1912	06/30/23	WATER FOUNTAIN FILTERS	183.00
1912	06/30/23	U-CART AND CONCRETE FOR	115.50
1912	06/30/23	FITTING FOR TANK SPRAYER	8.99
1912	06/30/23	MCSA LUNCHEON FOR CHIEF	16.53
1912	06/30/23	CLASS A UNIFORM CAP FOR	120.00
1912	06/30/23	CARDSTOCK	30.79
1912	06/30/23	6 VOLT LANTERN BATTERY	13.69
1912	06/30/23	BELLY RESTRAINTS FOR NEW	120.31
1912	06/30/23	FIRE OFFICE SUPPLIES	77.28
1912	06/30/23	6 VOLT LANTERN BATTERY	13.69
1912	06/30/23	6 VOLT LANTERN BATTERY	13.69
1912	06/30/23	HARDWARE TO LOCK PUMP RO	53.73
1912	06/30/23	PARTS FOR SWAT RIFLE	58.67

M BUILDING MAINTEN	61.60.458.14.5571
- M SWAT TEAM SUPPLI	10.40.501.04.5050
M STATION SUPPLIES	10.50.301.04.5020
M BUILDING MAINTEN	60.60.420.14.5571
M GENERAL SUPPLIES	65.60.491.04.5001
M MAINS & LINES MA	90.70.801.14.5532
M MAINS & LINES MA	92.70.901.14.5532
- M MEETING EXPENSE	10.40.500.38.5803
M CLOTHING EXPENSE	10.40.500.38.5812
- M RSVP GRANT	65.60.491.04.5064
M MAINTENANCE SUPP	92.70.902.04.5009
M MINOR EQUIPMENT	10.40.500.18.5601
M GENERAL SUPPLIES	10.50.300.04.5001
M MAINTENANCE SUPP	92.70.902.04.5009
M MAINTENANCE SUPP	92.70.902.04.5009
M FACILITIES MAINT	10.70.221.14.5572
M ARMORY SUPPLIES	10.40.501.04.5051

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1912	06/30/23	CREDIT VOUCHER SUTHERLAN	3.99	CR				M SMALL TOOLS	60.60.420.04.5018
1912	06/30/23	BENNETT SHELTER 1 PAINT	415.60					M BUILDING MAINTEN	60.60.420.14.5571
1912	06/30/23	JPA-INSTRUCTOR SHIRTS	210.00					M NEIGHBORHOOD WTC	10.40.501.18.5602
1912	06/30/23	ANDREW GLOVES	22.87					M MISCELLANEOUS SU	61.60.458.04.5099
1912	06/30/23	6 VOLT LANTERN BATTERY	13.69					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	6 VOLT LANTERN BATTERY	13.69					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	NEW LIGHT FOR SWAT RIFLE	144.16					M ARMORY SUPPLIES	10.40.501.04.5051
1912	06/30/23	FOUNTAIN WATER HANDLE	3.99					M SMALL TOOLS	60.60.420.04.5018
1912	06/30/23	WASHER FLUID, ANTIFREEZE	33.46					M VEHICLE MAINTENA	10.60.482.14.5541
1912	06/30/23	FRAUD - PCARD HACKED	72.00					M A/R REIMBURSEABL	10.1405
1912	06/30/23	6 VOLT LANTERN BATTERY	13.69					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	WOOD FOR HEARTLAND STORM	44.10					M STORM WATER MAIN	50.75.607.14.5663
1912	06/30/23	6 VOLT LANTERN BATTERY	27.38					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	MEMBERSHIP DUES	150.00					M MEMBERSHIP DUES	10.25.011.38.5811
1912	06/30/23	6 VOLT LANTERN BATTERY	13.69					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	NITRILE GLOVES	201.08					M GENERAL SUPPLIES	92.70.902.04.5001
1912	06/30/23	6 VOLT LANTERN BATTERY	13.69					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	POST DRIVER FOR FENCE PO	30.99					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	ANIMAL CRACKERS FOR CHIL	20.98					M CHILD CARE PROGR	65.60.417.08.8701
1912	06/30/23	FRAUD - PCARD HACKED	129.99					M A/R REIMBURSEABL	10.1405
1912	06/30/23	FIRE #624 PREV. MAINT.	266.23					M VEHICLE MAINTENA	10.50.311.14.5541
1912	06/30/23	TANNER CLASS A CDL LICEN	78.79					M REGISTRATION FEE	90.70.801.06.5251
1912	06/30/23	KUBOTA TRACTOR AND BATWI	34.06					M MISC EQUIPMENT M	61.60.458.14.5559
1912	06/30/23	BATTERIES FOR SMART LEVE	17.98					M GENERAL SUPPLIES	10.70.201.04.5001
1912	06/30/23	SPIILL CONTAINMENT FOR DR	1,577.72					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	POULIOT PATROL BOOTS 202	173.83					M CLOTHING EXPENSE	10.40.500.38.5812
1912	06/30/23	CREDIT VOUCHER LOWES #01	99.00	CR				M BUILDING MAINTEN	60.60.420.14.5571
1912	06/30/23	TRUCK 106 - RIGHT FRONT	167.49					M VEHICLE MAINTENA	10.80.153.14.5541
1912	06/30/23	HYDRAULIC HOSE AND FITTI	138.28					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	SPIGOT KEY	8.95					M SMALL TOOLS	60.60.420.04.5018
1912	06/30/23	WEED KILLER FOR LIFT STA	119.99					M GENERAL SUPPLIES	92.70.902.04.5001
1912	06/30/23	CDL PERMIT FOR BEN SANFO	42.07					M MISCELLANEOUS EX	10.70.225.38.5989
1912	06/30/23	602 ENGAGE 2023 1ST NIGH	294.89					- M TRAINING COSTS	10.50.315.06.5259
1912	06/30/23	SIGN ADJUSTMENTS FOR CHA	90.00					M FACILITIES MAINT	10.70.221.14.5572
1912	06/30/23	SMALL TOOLS AND BITS	82.39					M SMALL TOOLS	92.70.901.04.5018
1912	06/30/23	SMALL TOOLS AND BITS	82.38					M SMALL TOOLS	90.70.801.04.5018
1912	06/30/23	BOLTS FOR #710	7.54					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	RESPIRATOR VALVE AND EAR	88.36					M PROTECTIVE CLOTH	10.70.225.38.5813
1912	06/30/23	FRAUD - PCARD HACKED	84.98					M A/R REIMBURSEABL	10.1405
1912	06/30/23	600 CW JUNE	21.99					M VEHICLE MAINTENA	10.50.301.14.5541
1912	06/30/23	REGISTRATION FEE FOR ATT	25.00					M REGISTRATION FEE	10.70.201.06.5251
1912	06/30/23	COFFEE / WATER	58.68					M GENERAL SUPPLIES	92.70.901.04.5001
1912	06/30/23	COFFEE / WATER	58.68					M GENERAL SUPPLIES	90.70.801.04.5001
1912	06/30/23	OIL CHANGE MV1	77.85					M VEHICLE MAINTENA	10.60.482.14.5541
1912	06/30/23	CART AND LADDER HOLDER F	219.99					M FACILITIES MAINT	10.70.221.14.5572
1912	06/30/23	CELL PHONE CASE	18.57					M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	601 ENGAGE 2023 1ST NIGH	333.13					- M TRAINING COSTS	10.50.315.06.5259
1912	06/30/23	PIZZA FOR PART-TIME STAF	175.18					M MEETING EXPENSE	65.60.491.38.5803
1912	06/30/23	JPA POCKET NOTEBOOKS	54.99					M NEIGHBORHOOD WTC	10.40.501.18.5602
1912	06/30/23	COOKIES FOR PART TIME AN	19.20					M MEETING EXPENSE	65.60.491.38.5803

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1912	06/30/23	COUPLING FOR #710	4.58					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	2 BAGS CONCRETE	32.34					M MAINS & LINES MA	90.70.801.14.5532
1912	06/30/23	OFFICE SUPPLIES	36.10				-	M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	FLOWERS FOR ED COLLINS F	121.91					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	CREDIT VOUCHER AMZN MKTP	26.37	CR				M VEHICLE MAINTENA	90.70.801.14.5541
1912	06/30/23	ROUND UP FOR TRAINING TO	66.96				-	M BUILDING MAINTEN	10.50.300.14.5571
1912	06/30/23	RUTH MOORE RR LIGHTS	162.19					M BUILDING MAINTEN	60.60.420.14.5571
1912	06/30/23	CREDIT VOUCHER HY-VEE LI	121.91	CR				M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	WEED EATER STRING	110.99					M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	OFFICE SUPPLIES	45.65					M GENERAL SUPPLIES	65.60.491.04.5001
1912	06/30/23	FLOWERS FOR ED COLLINS F	112.00					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	BREAKROOM SUPPLIES	385.29					M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	CREDIT VOUCHER AMZN MKTP	79.11	CR				M VEHICLE MAINTENA	90.70.801.14.5541
1912	06/30/23	SERVICE CHARGE FOR INSUR	15.53					M RSVP GRANT	65.60.491.04.5064
1912	06/30/23	BOTTLED WATER FOR TRUCKS	119.40					M GENERAL SUPPLIES	10.50.301.04.5001
1912	06/30/23	SPECTRUM CIRCUIT	495.00					M INTERNET SERVICE	10.90.132.08.5304
1912	06/30/23	BACKGROUND CHECKS	450.00				-	M CRIMINAL HISTORY	10.2474
1912	06/30/23	BACKGROUND CHECKS	9.25				-	M MISCELLANEOUS FE	10.30.130.08.5399
1912	06/30/23	CREDIT VOUCHER AMZN MKTP	105.47	CR				M VEHICLE MAINTENA	90.70.801.14.5541
1912	06/30/23	WATER BOTTLES FOR JPA	322.85					M NEIGHBORHOOD WTC	10.40.501.18.5602
1912	06/30/23	CYLINDER FOR BRUSH BUCKE	1,397.95					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	MAY 2023 AWS BILLING	360.44					M INTERNET SERVICE	10.90.132.08.5304
1912	06/30/23	DUTY BOOTS FOR PCO CORUM	230.68					M CLOTHING EXPENSE	10.40.500.38.5812
1912	06/30/23	OFFICER NAME PLAQUES FOR	130.00					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	2 STAPLERS	32.58					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	BEST LOCK PADLOCKS AND C	591.23					M GENERAL SUPPLIES	92.70.902.04.5001
1912	06/30/23	VOLUNTEER INCURANCE -RSV	443.59					M RSVP GRANT	65.60.491.04.5064
1912	06/30/23	OFFICE SUPPLIES	125.16					M GENERAL SUPPLIES	65.60.491.04.5001
1912	06/30/23	STORM PIPE FOR HEARTLAND	485.98					M STORM WATER MAIN	50.75.607.14.5663
1912	06/30/23	HYDRAULIC HOSE FOR SKID	129.94					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	DESK FOR MOVE TO PARKS M	389.99					M MISCELLANEOUS EX	73.70.226.38.5989
1912	06/30/23	JPA SUPPLIES	255.21					M NEIGHBORHOOD WTC	10.40.501.18.5602
1912	06/30/23	FIRE HYDRANT FOUNTAIN SU	26.97					M BUILDING MAINTEN	10.50.300.14.5571
1912	06/30/23	PISTON FOR TRACTOR. STEE	113.50					M MISC EQUIPMENT M	60.60.420.14.5559
1912	06/30/23	SUPPLIES FOR STOP THE BL	17.27					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	NEW MAPS FOR THE DOWNTOW	194.52					M SITE WAYFINDING	67.20.061.38.5853
1912	06/30/23	ROTO ROOTER TO UNCLOG DR	456.00					M BUILDING MAINTEN	90.70.802.14.5571
1912	06/30/23	DOOR STOP FOR UTILITY RO	18.30					M MAINTENANCE MATE	60.60.420.04.5009
1912	06/30/23	SILICONE	8.99					M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	LIGHT BULBS CANTERBURY R	20.42					M BUILDING MAINTEN	60.60.420.14.5571
1912	06/30/23	TREATS FOR THE BOARD TO	30.36					M MEETING EXPENSE	60.60.415.38.5803
1912	06/30/23	KUBOTA REPAIR	5.92					M MISC EQUIPMENT M	61.60.458.14.5559
1912	06/30/23	BANNER FOR DISC GOLF TOU	191.56					M OUTSIDE PRINTING	60.60.415.04.5120
1912	06/30/23	TRASH LINERS FOR THE DEW	1,400.00					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	OTHER CREDITS ADJ-NUTS.C	64.89	CR				M A/R REIMBURSEABL	10.1405
1912	06/30/23	THANK YOU CARDS	16.87					M GENERAL SUPPLIES	65.60.491.04.5001
1912	06/30/23	NEW HOSE FOR OUTDOOR POO	102.58					M MAINTENANCE MATE	65.60.491.04.5009
1912	06/30/23	AIR TANK, TIRE GUAGE	98.98					M WATER PLANT MAIN	90.70.802.14.5534
1912	06/30/23	LIBERTY ARTS COMMISSION	240.00					M OTHER FEES-ARTS	67.20.061.08.5389
1912	06/30/23	STAFF PRESENTATION TREAT	45.56					M OTHER TRAINING	60.60.415.06.5259

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1912	06/30/23	TRASH CANS CITY PARK #3	161.66					M BUILDING MAINTEN	60.60.420.14.5571
1912	06/30/23	BLOWER COVER	56.99					M MISC EQUIPMENT M	60.60.420.14.5559
1912	06/30/23	CHAMBER OF COMMERCE JUNE	25.00					M MEETING EXPENSE	10.40.500.38.5803
1912	06/30/23	WIRELESS MOUSE	29.99					M MINOR EQUIPMENT	10.90.132.18.5601
1912	06/30/23	OTHER CREDITS ADJ-SOUPSO	46.93CR					M A/R REIMBURSEABL	10.1405
1912	06/30/23	BREAK ROOM SUPPLIES. COF	17.42					M GENERAL SUPPLIES	90.70.802.04.5001
1912	06/30/23	TOOL AND REPLACEMENT BUL	41.16					M GENERAL SUPPLIES	90.70.802.04.5001
1912	06/30/23	LEG EXTENTION DECLINE AB	500.76					M MISC EQUIPMENT M	65.60.491.14.5559
1912	06/30/23	TLO MAY	128.40					M MISCELLANEOUS EX	10.40.502.38.5989
1912	06/30/23	BELTS	142.06					M MISC EQUIPMENT M	60.60.420.14.5559
1912	06/30/23	WORK PANTS FOR NEW EMPLO	178.34					M CLOTHING EXPENSE	10.70.225.38.5812
1912	06/30/23	FACEBOOK ADS FOR VISIT L	80.33					M MAKE MUSIC DAY-S	67.20.061.04.5072
1912	06/30/23	FACEBOOK ADS FOR VISIT L	46.03					M CONTRIBUTIONS TO	67.20.061.38.5807
1912	06/30/23	FACEBOOK ADS FOR VISIT L	660.62					M ADVERTISING	67.20.061.08.5371
1912	06/30/23	WORK PANTS FOR NEW EMPLO	76.27					M CLOTHING EXPENSE	10.70.225.38.5812
1912	06/30/23	OIL CHANGE TRUCK 723	85.97					M VEHICLE MAINTENA	10.70.201.14.5541
1912	06/30/23	SHOWER HOOKS	14.98					M MAINTENANCE MATE	65.60.491.04.5009
1912	06/30/23	AIR MONITOR CHARGER	79.00					M MAINS & LINES MA	92.70.901.14.5532
1912	06/30/23	PLANTS FOR COMMUNITY GAR	127.90					M RSVP GRANT	65.60.491.04.5064
1912	06/30/23	601 CW JUNE	21.99					M VEHICLE MAINTENA	10.50.301.14.5541
1912	06/30/23	STREET SIGNS	142.34					M STREET SIGNS	50.75.607.14.5641
1912	06/30/23	EXCHANGED BOOTS FOR BETT	22.50					M PROTECTIVE CLOTH	90.70.802.38.5813
1912	06/30/23	UNIFORM CLOTHING SHIRT	11.00					M CLOTHING EXPENSE	92.70.901.38.5812
1912	06/30/23	UNIFORM CLOTHING SHIRT	10.99					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	WORK PANTS	44.19					M CLOTHING EXPENSE	10.70.225.38.5812
1912	06/30/23	TROUBLESHOOTING WIN911 A	525.00					M WATER PLANT MAIN	90.70.802.14.5534
1912	06/30/23	GAS FOR LAWN MOWER	47.09					M VEHICLE FUEL	65.60.491.14.5521
1912	06/30/23	SUPPLIES FOR JPA	27.92					M NEIGHBORHOOD WTC	10.40.501.18.5602
1912	06/30/23	WORK PANTS	29.74					M CLOTHING EXPENSE	10.70.225.38.5812
1912	06/30/23	RAIN GEAR FOR MOWING IN	39.98					M GENERAL SUPPLIES	60.60.420.04.5001
1912	06/30/23	WTP PRINTER ORDER	429.95					M WATER PLANT MAIN	90.70.802.14.5534
1912	06/30/23	WORK BOOTS	187.99					M PROTECTIVE CLOTH	10.70.225.38.5813
1912	06/30/23	SEALANT FOR SIDEWALK REP	108.36					M MAINTENANCE MATE	90.70.802.04.5009
1912	06/30/23	ANGLE GRINDER	77.30					M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	OSCA TRAINING AND VISIT	94.10					M TRAINING TRAVEL	10.20.131.06.5210
1912	06/30/23	LAB SUPPLIES. USABLUBOO	4.97					M LAB SUPPLIES	90.70.802.04.5014
1912	06/30/23	BATTERY FOR #715	288.26					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	CREDIT VOUCHER FELDMANS	22.94CR					M CLOTHING EXPENSE	10.70.225.38.5812
1912	06/30/23	RUTH MOORE SPRAY PARK VA	70.34					M MAINTENANCE MATE	60.60.420.04.5009
1912	06/30/23	IAAI MEMBERSHIP RENEWAL	22.00					M MEMBERSHIP DUES	10.50.315.38.5811
1912	06/30/23	FILE FOLDERS	55.44					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	FIRE STATION SUPPLIES	24.68					M STATION SUPPLIES	10.50.301.04.5020
1912	06/30/23	CONCRETE ANCHORS, GENERA	29.36					M WELLFIELD MAINTE	90.70.802.14.5535
1912	06/30/23	MUFFLER CLAMPS	9.54					M MISC EQUIPMENT M	60.60.420.14.5559
1912	06/30/23	FIRE PLYWOOD	81.86					M TRAINING COSTS	10.50.301.06.5259
1912	06/30/23	ELECTRICAL WORK ON WELL	2,215.18					M WATER PLANT MAIN	90.70.802.14.5534
1912	06/30/23	NEW WIPER BLADES	27.84					M VEHICLE MAINTENA	10.80.151.14.5541
1912	06/30/23	CERTIFIED PARKS AND RECR	70.00					M MEMBERSHIP DUES	60.60.415.38.5811
1912	06/30/23	P-CARD HACKED - FRAUD CH	64.89					M A/R REIMBURSEABL	10.1405
1912	06/30/23	SHOWER HOOKS	14.98					M MAINTENANCE MATE	65.60.491.04.5009

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1912	06/30/23	CREDIT VOUCHER AMZN MKTP	42.99	CR				M CAPITAL EQUIPMEN	50.70.201.36.7201
1912	06/30/23	JUDGES CONFERENCE	333.72					M TRAINING TRAVEL	10.20.131.06.5210
1912	06/30/23	NASHUA LIGHTING REPLACEM	1,181.39					M WATER TOWERS MAI	90.70.802.14.5537
1912	06/30/23	APWA AWARDS EVENT, BRUC	50.00					M REGISTRATION FEE	10.70.201.06.5251
1912	06/30/23	FIRE PLYMOVENT REPAIR	30.44					M MISC EQUIPMENT M	10.50.311.14.5559
1912	06/30/23	CW JUNE	21.99					M VEHICLE MAINTENA	10.50.315.14.5541
1912	06/30/23	CREDIT VOUCHER UA.COM*88	149.94	CR				M NEIGHBORHOOD WTC	10.40.501.18.5602
1912	06/30/23	PCARD HACKED - FRAUDULEN	46.93					M A/R REIMBURSEABL	10.1405
1912	06/30/23	MISC. SUPPLIES FOR NEW U	185.41					M MINOR EQUIPMENT	10.40.500.18.5601
1912	06/30/23	CANVA SUBSCRIPTION FOR S	119.99					M MISCELLANEOUS FE	10.40.500.08.5399
1912	06/30/23	FIRST AID KIT REPLACEMEN	43.98					M GENERAL SUPPLIES	65.60.491.04.5001
1912	06/30/23	FIRE CREDIT	28.48	CR				M MISC EQUIPMENT M	10.50.311.14.5559
1912	06/30/23	PODIUM FOR THEATER	444.99					M MINOR EQUIPMENT	65.60.491.18.5601
1912	06/30/23	FILE SORTERS	32.76					M RECREATION SUPPL	61.60.458.04.5004
1912	06/30/23	FLOOR MATS TRUCK 722	124.99					M CAPITAL EQUIPMEN	50.70.201.36.7201
1912	06/30/23	SUPPLIES FOR MEMORIAL DA	519.96					M MAINTENANCE MATE	65.60.491.04.5009
1912	06/30/23	STARTER FUEL	6.79					M MINOR EQUIPMENT	90.70.801.18.5601
1912	06/30/23	STARTER FUEL	6.79					M MINOR EQUIPMENT	92.70.901.18.5601
1912	06/30/23	WELLNESS ROOM EQUIP	59.99					M MISCELLANEOUS EX	92.70.901.38.5989
1912	06/30/23	WELLNESS ROOM EQUIP	59.99					M MISCELLANEOUS EX	90.70.801.38.5989
1912	06/30/23	TAK. FUEL FILTERS	25.76					M MISC EQUIPMENT M	90.70.801.14.5559
1912	06/30/23	TAK. FUEL FILTERS	25.75					M MISC EQUIPMENT M	92.70.901.14.5559
1912	06/30/23	SPECTRUM	78.04					M INTERNET SERVICE	10.90.132.08.5304
1912	06/30/23	TOOL REPLACEMENT	15.99					M LANDSCAPING	60.60.420.14.5583
1912	06/30/23	PICKET FENCE BOARDS AT	1.47					M MAINTENANCE MATE	60.60.420.04.5009
1912	06/30/23	FIRE AIR COMPRESSOR REGU	49.98					M MISC EQUIPMENT M	10.50.311.14.5559
1912	06/30/23	STARTER FOR #703	186.97					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	SUN VISOR FOR 722	30.98					M CAPITAL EQUIPMEN	50.70.201.36.7201
1912	06/30/23	FIRE AIR COMPRESSOR REGU	62.98					M MISC EQUIPMENT M	10.50.311.14.5559
1912	06/30/23	OFFICE SUPPLIES	64.85					M GENERAL SUPPLIES	10.80.151.04.5001
1912	06/30/23	MACA CONFERENCE	481.44					M TRAINING TRAVEL	10.20.131.06.5210
1912	06/30/23	FILTER WRENCH	8.00					M SMALL TOOLS	90.70.801.04.5018
1912	06/30/23	FILTER WRENCH	7.99					M SMALL TOOLS	92.70.901.04.5018
1912	06/30/23	BRICKS TO COMPLETE FAIRV	13.80					M GROUNDS/LANDSCAP	73.70.226.14.5575
1912	06/30/23	GIVEAWAY ITEMS FOR SUMME	69.55					M RECREATION SUPPL	60.60.415.04.5004
1912	06/30/23	MONTHLY SERVICE FEE	20.00					M MISCELLANEOUS FE	65.60.491.08.5399
1912	06/30/23	CEMETERY FLORAL ARRANGEM	90.00					M MISCELLANEOUS SU	73.70.226.04.5099
1912	06/30/23	GROMMET TOOL FOR SPONSOR	36.99					M RECREATION SUPPL	60.60.415.04.5004
1912	06/30/23	SCULPTURE PROGRAM HANDOU	125.15					M GRANT SUPPLIES	67.20.061.04.5054
1912	06/30/23	PIPE WRENCH FOR TRUCK 18	59.99					M SMALL TOOLS	90.70.801.04.5018
1912	06/30/23	BUGGY RENTAL FOR RUTH MO	104.50					M RECREATION SUPPL	60.60.415.04.5004
1912	06/30/23	HOSE TO DRAIN RADIATOR O	10.32					M VEHICLE MAINTENA	90.70.801.14.5541
1912	06/30/23	SAMS CLUB 3RD FLOOR	160.54					M GENERAL SUPPLIES	10.80.151.04.5001
1912	06/30/23	FIELD DAY REGISTRATION F	40.00					M REGISTRATION FEE	60.60.420.06.5251
1912	06/30/23	FEE FOR CHAMBER LUNCH ON	25.00					M MEMBERSHIP DUES	60.60.415.38.5811
1912	06/30/23	CONCRETE	366.00					M MAINTENANCE MATE	60.60.420.04.5009
1912	06/30/23	GFOA CONFERENCE HOTEL	705.28					M TRAINING TRAVEL	10.30.130.06.5210
1912	06/30/23	WASP AND INSECT SPRAY	404.58					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	LEAF BLOWER FOR POOL DEC	195.34					M MAINTENANCE MATE	65.60.491.04.5009
1912	06/30/23	DISPOSABLE WRISTBANDS FO	159.85					M GENERAL SUPPLIES	65.60.491.04.5001

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1912	06/30/23	PM FOR DIGESTER AND MBT	4,211.94					M WWTR PLANT MAINT	92.70.902.14.5534
1912	06/30/23	TRAFFIC WANDS FOR UNITS	26.52					M MINOR EQUIPMENT	10.40.500.18.5601
1912	06/30/23	NAME TAGS FOR LAC	75.00					M OTHER FEES-ARTS	67.20.061.08.5389
1912	06/30/23	PAINT FOR LAYOUT OF AVEN	27.84					M SUPPLIES-VFW	73.70.226.04.5075
1912	06/30/23	BACKGROUND CHECKS	60.77					M RECREATION SUPPL	61.60.458.04.5004
1912	06/30/23	EMERGENCY RESPONSE GUIDE	18.80					M MINOR EQUIPMENT	10.40.500.18.5601
1912	06/30/23	GRASS SEED FOR STORM PRO	62.99					M STORM WATER MAIN	50.75.607.14.5663
1912	06/30/23	TOOL FOR RUTH MOORE SPRA	45.68					M PLAYGROUND/SPRAY	60.60.420.14.5582
1912	06/30/23	UNIFORM PANTS	62.88					M CLOTHING EXPENSE	10.70.225.38.5812
1912	06/30/23	MEETING EXP	86.95					- M MEETING EXPENSE	90.30.133.38.5803
1912	06/30/23	MICE FOR THE CITY COUNCI	73.56					M MINOR EQUIPMENT	10.90.132.18.5601
1912	06/30/23	ANT MOTELS FOR DETECTIVE	12.96					M FACILITIES MAINT	10.70.221.14.5572
1912	06/30/23	MAILBOX	38.89					M CONST CNTRCT-CLA	94.70.801.36.7510
1912	06/30/23	FINGERPRINT KITS FOR VEH	96.00					M MINOR EQUIPMENT	10.40.500.18.5601
1912	06/30/23	SMARTBOARD TO FORM CURB	17.28					M MAINS & LINES MA	90.70.801.14.5532
1912	06/30/23	FIRE TAX CREDIT	11.51	CR				M VEHICLE MAINTENA	10.50.301.14.5541
1912	06/30/23	SIGNAGE FOR MAKE MUSIC D	331.85					M MAKE MUSIC DAY-S	67.20.061.04.5072
1912	06/30/23	05242023 UPS STORE UNIFO	19.61					M CLOTHING EXPENSE	10.40.500.38.5812
1912	06/30/23	RUNNING BOARDS TRUCK 722	224.96					M CAPITAL EQUIPMEN	50.70.201.36.7201
1912	06/30/23	FIRE #613 VEHICLE SUPPLI	3.48					M VEHICLE SUPPLIES	10.50.301.04.5006
1912	06/30/23	STICKERS WITH NEW LAC LO	71.57					M OTHER FEES-ARTS	67.20.061.08.5389
1912	06/30/23	UTILITIES HOLIDAY COOKOU	22.96					M GENERAL SUPPLIES	92.70.902.04.5001
1912	06/30/23	FIRE #611 MINI REFRIGERA	141.54					M VEHICLE MAINTENA	10.50.301.14.5541
1912	06/30/23	PARTIAL SUPPLIES FOR POT	28.20					M PROGRAM SUPPLIES	10.60.483.04.5099
1912	06/30/23	ANCHORS FOR AST CHANNEL	57.98					M SMALL TOOLS	92.70.902.04.5018
1912	06/30/23	MO SRO CONFERENCE-CRONIN	364.00					M REGISTRATION FEE	10.40.500.06.5251
1912	06/30/23	MAP FRAMES FOR CONFERENC	696.87					M OTHER	10.25.011.38.5989
1912	06/30/23	PEB VALVES FOR SOCCER MA	311.30					M GROUNDS/LANDSCAP	61.60.458.14.5575
1912	06/30/23	TOUGHTBOOKS SENT BACK FO	130.62					M MINOR COMPUTER E	10.90.132.18.5605
1912	06/30/23	300 BRANDED ROUND STICKE	145.00					M RECREATION SUPPL	60.60.415.04.5004
1912	06/30/23	MATERIAL FOR RAILING	171.10					M WELLFIELD MAINTA	90.70.802.14.5535
1912	06/30/23	MISSOURI ECONOMIC DEVELO	325.00					- M OTHER MISC FEES	56.20.001.08.5365
1912	06/30/23	CLINT- SHIRTS	64.00					M CLOTHING EXPENSE	92.70.901.38.5812
1912	06/30/23	KC WOMEN LEADERS ASSOCIA	313.95					M MEMBERSHIP DUES	10.20.001.38.5811
1912	06/30/23	RUTH MOORE DRINKING FOUN	7.85					M GROUNDS MAINTENA	60.60.420.14.5575
1912	06/30/23	LASER LEVEL PURCHASED PE	66.76					M FACILITIES MAINT	10.70.221.14.5572
1912	06/30/23	2 SETS OF NEW FLAGS	193.21					M GENERAL SUPPLIES	65.60.491.04.5001
1912	06/30/23	ARMY SHOVEL FOR DIGGING	24.99					M GROUNDS/LANDSCAP	61.60.458.14.5575
1912	06/30/23	SMARTBOARD TO FORM CURB	34.56					M MAINS & LINES MA	90.70.801.14.5532
1912	06/30/23	IRRIGATION REPAIR- SEAPO	70.71					M MAINS & LINES MA	90.70.801.14.5532
1912	06/30/23	UNIFORM PROTECTIVE GLOVE	415.37					M PROTECTIVE CLOTH	92.70.901.38.5813
1912	06/30/23	UNIFORM PROTECTIVE GLOVE	415.37					M PROTECTIVE CLOTH	90.70.801.38.5813
1912	06/30/23	PAINT BRUSHES AND BOX CU	15.30					M GENERAL SUPPLIES	90.70.801.04.5001
1912	06/30/23	PAINT BRUSHES AND BOX CU	15.30					M SMALL TOOLS	90.70.801.04.5018
1912	06/30/23	DOCKING/CHARGING STATION	354.23					M MISC EQUIPMENT M	90.70.801.14.5559
1912	06/30/23	COOLANT- VACCON	236.11					M VEHICLE MAINTENA	90.70.801.14.5541
1912	06/30/23	NEW HEADSET FOR NEGOTIAT	425.00					M SWAT TEAM SUPPLI	10.40.501.04.5050
1912	06/30/23	CONCRETE FOR SAMPLE STAT	105.50					M MAINS & LINES MA	90.70.801.14.5532
1912	06/30/23	LIFE JACKETS AND GUARD S	277.42					M RECREATION SUPPL	65.60.491.04.5004
1912	06/30/23	LIFE JACKETS AND GUARD S	36.50					M CLOTHING EXPENSE	65.60.491.38.5812

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1912	06/30/23	STOCKSDALE PAINT SUPPLIE	15.10					M SMALL TOOLS	60.60.420.04.5018
1912	06/30/23	REWIND FITNESS -OCTANE U	498.82					M MISC EQUIPMENT M	65.60.491.14.5559
1912	06/30/23	FITNESS TRACKER FITNESS	326.16					M WELLNESS INITIAT	10.2149
1912	06/30/23	UTILITIES LUNCH SUPPLIES	154.22					M MISCELLANEOUS EX	92.70.901.38.5989
1912	06/30/23	UTILITIES LUNCH SUPPLIES	154.22					M MISCELLANEOUS EX	90.70.801.38.5989
1912	06/30/23	JASON DUPLCHIN CLASS A	52.27					M TRAINING COSTS	90.70.801.06.5259
1912	06/30/23	WIFI EXTENDER FOR POLICE	39.99					M MINOR COMPUTER E	10.90.132.18.5605
1912	06/30/23	FIRE #605 HEADLIGHT BULB	45.99					M VEHICLE SUPPLIES	10.50.301.04.5006
1912	06/30/23	PLANT FOOD FOR POTS	12.99					M LANDSCAPING	60.60.420.14.5583
1912	06/30/23	ANNUAL DIGITAL SUBSCRIPT	23.20					M MISCELLANEOUS EX	10.20.031.38.5989
1912	06/30/23	FEE FOR RECYCLING TIRES	72.00					M MISCELLANEOUS EX	10.70.225.38.5989
1912	06/30/23	SHOP GRILL COVER	14.99					M MISCELLANEOUS EX	92.70.901.38.5989
1912	06/30/23	SHOP GRILL COVER	14.98					M MISCELLANEOUS EX	90.70.801.38.5989
1912	06/30/23	ROUND TRIP AIRFARE TO SA	646.40					M TRAINING TRAVEL	10.90.132.06.5210
1912	06/30/23	FLAG POLE CLIPS	14.67					M BUILDING MAINTEN	90.70.801.14.5571
1912	06/30/23	FLAG POLE CLIPS	14.67					M BUILDING MAINTEN	92.70.901.14.5571
1912	06/30/23	JB WELD	19.48					M GENERAL SUPPLIES	92.70.901.04.5001
1912	06/30/23	CLINT- PROTECTIVE- RAIN	159.94					M PROTECTIVE CLOTH	92.70.901.38.5813
1912	06/30/23	WEED EATER GUARD SETUP	31.00					M MISC EQUIPMENT M	61.60.458.14.5559
1912	06/30/23	EXPENSES FOR VERIZON CON	38.00					M INTERNET SERVICE	10.90.132.08.5304
1912	06/30/23	BEN DISTRIBUTION EXAM FE	51.25					M REGISTRATION FEE	90.70.801.06.5251
1912	06/30/23	UNIFORM SHOES	47.24					- M CLOTHING EXPENSE	92.70.901.38.5812
1912	06/30/23	UNIFORM SHOES	47.24					- M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	UNDER ARMOR SHIRTS FOR J	149.94					M NEIGHBORHOOD WTC	10.40.501.18.5602
1912	06/30/23	EXPENSES FOR VERIZON CON	38.00					M INTERNET SERVICE	10.90.132.08.5304
1912	06/30/23	SILVER CENTER SUPPLIES -	95.55					M GENERAL SUPPLIES	10.60.483.04.5001
1912	06/30/23	WOOD FOR BENCHES AT CATE	91.56					M MAINTENANCE MATE	60.60.420.04.5009
1912	06/30/23	PARTS FOR BATWING	27.91					M MISC EQUIPMENT M	60.60.420.14.5559
1912	06/30/23	LOCATING WIRE	427.20					M CONST CNTRCT-CLA	94.70.801.36.7510
1912	06/30/23	DUCK TAPE AND AAA BATTER	13.76					M MAINTENANCE MATE	65.60.491.04.5009
1912	06/30/23	SUPPLIES FOR APPLYING ON	19.44					M GENERAL SUPPLIES	10.70.221.04.5001
1912	06/30/23	PARTS FOR KUBOTA M6800	55.66					M MISC EQUIPMENT M	61.60.458.14.5559
1912	06/30/23	BRIAN DISTRIBUTION EXAM	51.25					M REGISTRATION FEE	90.70.801.06.5251
1912	06/30/23	SIGNS FOR THE SILVER CEN	176.28					M ADVERTISING	10.60.483.08.5371
1912	06/30/23	UNIFORM CLOTHING HATS	186.00					M CLOTHING EXPENSE	92.70.901.38.5812
1912	06/30/23	UNIFORM CLOTHING HATS	186.00					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	TWO DOOR HANDLES	196.43					M MAINTENANCE MATE	65.60.491.04.5009
1912	06/30/23	PRINTER TONER	203.01					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	CLINT CLOTHING- JEANS	69.18					M CLOTHING EXPENSE	92.70.901.38.5812
1912	06/30/23	UNIFORM SHOES	63.48					- M CLOTHING EXPENSE	92.70.901.38.5812
1912	06/30/23	UNIFORM SHOES	63.47					- M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	PARTS FOR BATWING	130.46					M MISC EQUIPMENT M	60.60.420.14.5559
1912	06/30/23	CREDIT VOUCHER AMZN MKTP	124.99	CR				M CAPITAL EQUIPMEN	50.70.201.36.7201
1912	06/30/23	GRILL WALL PLUG	14.28					M MISCELLANEOUS SU	61.60.458.04.5099
1912	06/30/23	CRONIN JPA UNIFORM PANTS	209.97					M NEIGHBORHOOD WTC	10.40.501.18.5602
1912	06/30/23	PARTS FOR BATWING	29.34					M MISC EQUIPMENT M	60.60.420.14.5559
1912	06/30/23	FOLDERS FOR COURT	51.84					M GENERAL SUPPLIES	10.20.131.04.5001
1912	06/30/23	JB WELD	59.84					M GENERAL SUPPLIES	92.70.901.04.5001
1912	06/30/23	FOR HOTEL STAY FOR LAUGH	514.50					M TRAINING TRAVEL	69.40.501.06.5210
1912	06/30/23	MARSHALL DW EXAM FEE	51.25					M REGISTRATION FEE	90.70.801.06.5251

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1912	06/30/23	UNIFORM PROTECTIVE RAINC	55.31					M PROTECTIVE CLOTH	92.70.901.38.5813
1912	06/30/23	UNIFORM PROTECTIVE RAINC	55.31					M PROTECTIVE CLOTH	90.70.801.38.5813
1912	06/30/23	PITCHERS AND TONGS	78.96					M CONCESSION	61.60.458.04.5007
1912	06/30/23	CUTTING FEE FOR MAKE MUS	10.00					M MAKE MUSIC DAY-S	67.20.061.04.5072
1912	06/30/23	WEED SPRAY FOR VAULT MAI	119.99					M MAINS & LINES MA	90.70.801.14.5532
1912	06/30/23	NEW TRUCK KEY FOR #702	210.00					M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	DAY TRIP TIX (6.14.23) -	589.00					M MISCELLANEOUS SU	10.60.481.04.5099
1912	06/30/23	SPRAY PAINT FOR WATER FO	19.44					M MAINTENANCE MATE	60.60.420.04.5009
1912	06/30/23	WATER PER BETH	39.24					M GENERAL SUPPLIES	10.10.101.04.5001
1912	06/30/23	5 GALLON BUCKET AND CAR	13.78					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	BEE REPELLENT FOR SHOP C	53.94					M BUILDING MAINTEN	92.70.901.14.5571
1912	06/30/23	REGISTRATION FOR THE ROL	19.95					- M REGISTRATION FEE	10.70.201.06.5251
1912	06/30/23	FIRE TRUE FUEL	13.96					M VEHICLE SUPPLIES	10.50.301.04.5006
1912	06/30/23	BAC T SAMPLE BOTTLES	228.33					M LAB SUPPLIES	90.70.802.04.5014
1912	06/30/23	WATER,DISHWASHER SOAP	38.61					- M GENERAL SUPPLIES	92.70.901.04.5001
1912	06/30/23	WATER,DISHWASHER SOAP	38.61					- M GENERAL SUPPLIES	90.70.801.04.5001
1912	06/30/23	TITLE FOR TRUCK722	15.04					M CAPITAL EQUIPMEN	50.70.201.36.7201
1912	06/30/23	CLOCK FOR OUTDOOR POOL D	39.99					M GENERAL SUPPLIES	65.60.491.04.5001
1912	06/30/23	COMMUNITY GARDEN VEGGIE	6.25					M RSVP GRANT	65.60.491.04.5064
1912	06/30/23	ELECTRICAL OUTLET COVER	3.56					M MAINTENANCE MATE	60.60.420.04.5009
1912	06/30/23	SHIRTS FOR ANTHONY	63.75					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	DEGREASER	47.83					M MISC EQUIPMENT M	60.60.420.14.5559
1912	06/30/23	FLOOR MATS WINDOW DEFLEC	267.97					M CAPITAL EQUIPMEN	50.70.201.36.7201
1912	06/30/23	SHIRTS FOR TANNER	68.75					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	SHIRTS FOR JACKSON	63.75					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	CONNECTORS	91.85					M CONST CNTRCT-CLA	94.70.801.36.7510
1912	06/30/23	POSTAGE	3.25					M GENERAL SUPPLIES	90.70.802.04.5001
1912	06/30/23	KEYS CUT FOR POLICE DEPA	7.70					M FACILITIES MAINT	10.70.221.14.5572
1912	06/30/23	RUBBER GLOVES	134.90					M GENERAL SUPPLIES	92.70.901.04.5001
1912	06/30/23	TRASH GRABBERS	98.97					M MISCELLANEOUS SU	61.60.458.04.5099
1912	06/30/23	STOP THE BLEED TRAINING	439.40					M MINOR EQUIPMENT	10.40.500.18.5601
1912	06/30/23	REPLACEMENT WORK BOOTS	179.99					M PROTECTIVE CLOTH	90.70.802.38.5813
1912	06/30/23	CREDIT VOUCHER TACTICALG	13.80CR					M CLOTHING EXPENSE	10.40.500.38.5812
1912	06/30/23	HYDRAULIC HOSE FOR ASPHA	116.77					M ASPHALT-STREET R	50.75.607.14.5621
1912	06/30/23	NAMETAG FOR CHIEF MARTIN	21.00					M CLOTHING EXPENSE	10.40.500.38.5812
1912	06/30/23	NAMETAG FOR CHIEF MARTIN	19.20					M CLOTHING EXPENSE	10.40.500.38.5812
1912	06/30/23	WEED EATER CHAINSAW KIT	30.87					M MISC EQUIPMENT M	61.60.458.14.5559
1912	06/30/23	SUPPLIES FOR COOKOUT. FI	635.28					M MEETING EXPENSE	10.40.500.38.5803
1912	06/30/23	STARTER FOR PRO GATOR	134.95					M VEHICLE MAINTENA	61.60.458.14.5541
1912	06/30/23	ANNUAL E-SUBSCRIPTION TO	239.99					- M MISCELLANEOUS EX	10.20.031.38.5989
1912	06/30/23	NOTARY SWEARING IN FEE A	12.00					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	PAINT, BOLTS, ETC. FOR G	139.42					M WELLFIELD MAINT	90.70.802.14.5535
1912	06/30/23	SUPPLIES FOR KIDS CRAFT	29.08					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	AIR COMPRESSOR STUFF	105.38					M BUILDING MAINTEN	61.60.458.14.5571
1912	06/30/23	SUPPLIES TO SCRUB AND CL	34.24					M GENERAL SUPPLIES	10.70.221.04.5001
1912	06/30/23	HAND SPREADER FOR GRASS	23.99					M GROUNDS/LANDSCAP	73.70.226.14.5575
1912	06/30/23	EDGING FOR BRICK WALKWAY	79.97					M GROUNDS/LANDSCAP	73.70.226.14.5575
1912	06/30/23	NOTARY BOND AND SUPPLIES	78.17					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	IGNITER FOR SHOP GRILL	10.08					M BUILDING MAINTEN	92.70.901.14.5571
1912	06/30/23	IGNITER FOR SHOP GRILL	10.08					M BUILDING MAINTEN	90.70.801.14.5571

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1912	06/30/23	PAINT STOCKSDALE SHELTER	180.51					M GROUNDS MAINTENA	60.60.420.14.5575
1912	06/30/23	3 PAIR OF WORK JEANS	144.40					M CLOTHING EXPENSE	90.70.802.38.5812
1912	06/30/23	CREDIT VOUCHER DRI*PRINT	22.12CR					M RSVP GRANT	65.60.491.04.5064
1912	06/30/23	STOCKSDALE SHELTER PAINT	487.00					M GROUNDS MAINTENA	60.60.420.14.5575
1912	06/30/23	DRILL IMPACT INITIAL TRA	454.86					M MINOR EQUIPMENT	90.70.801.18.5601
1912	06/30/23	BED COVER FOR TRUCK722	339.00					M CAPITAL EQUIPMEN	50.70.201.36.7201
1912	06/30/23	BLOCK ADHESIVE	40.88					M PLAYGROUND/SPRAY	60.60.420.14.5582
1912	06/30/23	V BELTS FOR STREET SAW	48.97					M MISC EQUIPMENT M	90.70.801.14.5559
1912	06/30/23	V BELTS FOR STREET SAW	48.97					M MISC EQUIPMENT M	92.70.901.14.5559
1912	06/30/23	CASEYS DIESEL FUEL	106.51					- M A/R REIMBURSEABL	10.1405
1912	06/30/23	HAND SPRAYERS	33.96					M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	FIRE PROMOTIONAL CEREMON	64.97					M FOOD	10.50.300.04.5013
1912	06/30/23	WEED EATER HEAD	43.11					M MISC EQUIPMENT M	61.60.458.14.5559
1912	06/30/23	WINDOW FILM FOR CITY HAL	132.98					M FACILITIES MAINT	10.70.221.14.5572
1912	06/30/23	REPLACEMENT PLANT FOR LA	4.07					M GENERAL SUPPLIES	90.70.802.04.5001
1912	06/30/23	TABLE CLOTH FOR LIBERTY	188.00					M OTHER FEES-ARTS	67.20.061.08.5389
1912	06/30/23	IMPACT DRILL W 3 YR WARR	399.54					M MINOR EQUIPMENT	90.70.801.18.5601
1912	06/30/23	CREDIT VOUCHER LOWES #01	379.89CR					M MINOR EQUIPMENT	90.70.801.18.5601
1912	06/30/23	DNS	299.00					M INTERNET SERVICE	10.90.132.08.5304
1912	06/30/23	SEALANT, PLASTIC ADHESIV	67.78					M MAINTENANCE MATE	65.60.491.04.5009
1912	06/30/23	COLD PATCH FOR WATER MAI	113.96					M MAINS & LINES MA	90.70.801.14.5532
1912	06/30/23	AIR FILTERS FOR AIR FILT	77.64					M FACILITIES MAINT	10.70.221.14.5572
1912	06/30/23	FIRE OFFICE SUPPLIES	42.97					M GENERAL SUPPLIES	10.50.300.04.5001
1912	06/30/23	FIRE #600 OIL CHANGE, BR	1,281.68					M VEHICLE MAINTENA	10.50.301.14.5541
1912	06/30/23	VAC CON COOLANT REPLACME	106.96					M VEHICLE MAINTENA	92.70.901.14.5541
1912	06/30/23	VAC CON COOLANT REPLACME	106.95					M VEHICLE MAINTENA	90.70.801.14.5541
1912	06/30/23	PINS FOR BATWING	31.26					M MISC EQUIPMENT M	60.60.420.14.5559
1912	06/30/23	CDL ONLINE TRAINING	199.00					M MISCELLANEOUS EX	10.70.225.38.5989
1912	06/30/23	ONLINE TRAILING - NATION	105.00					M REGISTRATION FEE	60.60.415.06.5251
1912	06/30/23	FIRE EMS COMPLIANCE ANNU	3,000.00					M MEMBERSHIP DUES	10.50.311.38.5811
1912	06/30/23	PAPER TOWELS	38.98					M GENERAL SUPPLIES	92.70.902.04.5001
1912	06/30/23	COLD PATCH	30.28					M TRAILS MAINTENAN	60.60.420.14.5578
1912	06/30/23	OIL CHANGE 720.	83.87					M VEHICLE MAINTENA	10.70.201.14.5541
1912	06/30/23	QUICKIE SAW AND SAWS ALL	167.85					M MAINS & LINES MA	90.70.801.14.5532
1912	06/30/23	WINDOW TINT FOR TRUCK 72	310.00					M CAPITAL EQUIPMEN	50.70.201.36.7201
1912	06/30/23	HOSE REPAIR	8.94					M CONST CNTRCT-CLA	94.70.801.36.7510
1912	06/30/23	SPEED BUMPS	1,139.46					M CONST CNTRCT-CLA	94.70.801.36.7510
1912	06/30/23	COLD PATCH	15.14					M TRAILS MAINTENAN	60.60.420.14.5578
1912	06/30/23	MUCK BOOTS FOR GLEN	164.99					M PROTECTIVE CLOTH	90.70.801.38.5813
1912	06/30/23	MAY RAPIO LUNCHEON FOR C	20.00					M MEETING EXPENSE	10.20.031.38.5803
1912	06/30/23	REFUND FOR PARTIAL RETUR	64.68CR					M GENERAL SUPPLIES	65.60.491.04.5001
1912	06/30/23	316 SIDEBORDS	25.44					M VEHICLE MAINTENA	60.60.420.14.5541
1912	06/30/23	TAPCON SCREWS	33.96					M GENERAL SUPPLIES	92.70.901.04.5001
1912	06/30/23	PROPANE FOR POTHOLE TRUC	117.82					M ASPHALT-STREET R	50.75.607.14.5621
1912	06/30/23	FIRE REIMBURSED EXPENSE	251.09					M A/R REIMBURSEABL	10.1405
1912	06/30/23	POWER STRIP WHEEL	34.59					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	WHITE MARKING PAINT	37.16					M MAINS & LINES MA	90.70.801.14.5532
1912	06/30/23	HEADSET REPLACEMENTS FOR	250.98					- M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	GREASE PENS FOR THE ARRE	20.77					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	IRRIGATION SUBSCRIPTION	25.00					M GROUNDS/LANDSCAP	61.60.458.14.5575

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1912	06/30/23	HYDRAULIC PUMP FOR KUBOT	634.89					M MISC EQUIPMENT M	61.60.458.14.5559
1912	06/30/23	BATTERIES FOR ACM (BADGE	197.99					M MINOR COMPUTER E	10.90.132.18.5605
1912	06/30/23	PAINT STRIPPER, FLOOR PA	67.94					M GENERAL SUPPLIES	90.70.802.04.5001
1912	06/30/23	FBINAA CHAPTER MEETING A	30.00					M MEETING EXPENSE	10.40.500.38.5803
1912	06/30/23	#131 TOGGLE SWITCH	6.00					- M VEHICLE MAINTENA	90.70.801.14.5541
1912	06/30/23	#131 TOGGLE SWITCH	5.99					- M VEHICLE MAINTENA	92.70.901.14.5541
1912	06/30/23	RADIATOR CLEANING PONY M	530.00					M MISC EQUIPMENT M	92.70.901.14.5559
1912	06/30/23	CREDIT VOUCHER RIVERBEND	199.34CR					M STORM WATER MAIN	50.75.607.14.5663
1912	06/30/23	KUBOTA 6800 RADIATOR	484.10					M MISC EQUIPMENT M	61.60.458.14.5559
1912	06/30/23	GLOVES	367.60					M MINOR EQUIPMENT	10.40.500.18.5601
1912	06/30/23	MAGAZINE EXTENDER FOR CH	39.90					M MINOR EQUIPMENT	10.40.500.18.5601
1912	06/30/23	SNACKS FOR CEMETERY WORK	65.58					M RSVP GRANT	65.60.491.04.5064
1912	06/30/23	SWAT TEAM LEADER DEVELOP	1,558.00					M REGISTRATION FEE	10.40.500.06.5251
1912	06/30/23	TRACTOR HITCH	205.48					M MISC EQUIPMENT M	60.60.420.14.5559
1912	06/30/23	KUBOTA 6800 WATER PUMP	62.79					M MISC EQUIPMENT M	61.60.458.14.5559
1912	06/30/23	FITNESS CENTER MUSIC- MA	26.95					M MISCELLANEOUS FE	65.60.491.08.5399
1912	06/30/23	FIRE #626 PREV. MAINT.	281.44					M VEHICLE MAINTENA	10.50.311.14.5541
1912	06/30/23	STREET SIGNS	198.60					M STREET SIGNS	50.75.607.14.5641
1912	06/30/23	ALEX BOBADILLA CLOTHING	29.99					M CLOTHING EXPENSE	92.70.901.38.5812
1912	06/30/23	BEN'S SHIRTS	97.46					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	MEN'S RESTROOM SIGNS	18.78					M GENERAL SUPPLIES	65.60.491.04.5001
1912	06/30/23	REFUND HARDWARE	123.54CR					M MISC EQUIPMENT M	60.60.420.14.5559
1912	06/30/23	NEW CORD FOR MARGARRITAS	10.25					M GROUNDS/LANDSCAP	61.60.458.14.5575
1912	06/30/23	FIRE PROMOTIONAL CEREMON	58.97					M FOOD	10.50.300.04.5013
1912	06/30/23	KEN'S SHIRTS	52.48					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	MORRIS BLUE TO GOLD TRAI	495.00					M REGISTRATION FEE	69.40.501.06.5251
1912	06/30/23	CONCRETE FOR STORM TUBE	187.00					M STORM WATER MAIN	50.75.607.14.5663
1912	06/30/23	MOWER BLADES	52.58					M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	NEW SIREN CONTROL FOR UN	502.79					M MINOR EQUIPMENT	10.40.500.18.5601
1912	06/30/23	PRINTED MATERIALS FOR MA	90.65					M MAKE MUSIC DAY-S	67.20.061.04.5072
1912	06/30/23	SMALL TOOLS.	49.92					M SMALL TOOLS	92.70.902.04.5018
1912	06/30/23	STEERING WHEEL COVER	21.99					M VEHICLE MAINTENA	10.70.201.14.5541
1912	06/30/23	KNEELING PAD FOR SEASONA	12.99					M LANDSCAPING	60.60.420.14.5583
1912	06/30/23	2 PARTY PACKAGES FOR HYV	197.50					M BIRTHDAY PARTIES	65.60.417.08.8805
1912	06/30/23	WATER/SEWER HAND TOOLS	181.23					- M SMALL TOOLS	92.70.901.04.5018
1912	06/30/23	WATER / SEWER HAND TOOLS	181.23					M SMALL TOOLS	90.70.801.04.5018
1912	06/30/23	MONTHLY DISH NETWORK PAY	180.88					M MISCELLANEOUS FE	65.60.491.08.5399
1912	06/30/23	DOOR NAME PLATE FOR DET.	19.00					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	GAS SPRING FOR DOOR 9938	30.81					M VEHICLE MAINTENA	10.60.482.14.5541
1912	06/30/23	PROTECTIVE GEAR	99.99					M PROTECTIVE CLOTH	90.70.801.38.5813
1912	06/30/23	PARKING HANG TAGS FOR LI	217.25					M LIBERTY FEST	67.20.061.38.5804
1912	06/30/23	MARSHALL SHIRTS AND JEAN	112.19					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	USB HUBS FOR IT STOCK	94.90					- M GENERAL SUPPLIES	10.90.132.04.5001
1912	06/30/23	TOTAL FOR CONCRETE MIXER	39.08					M MAINTENANCE MATE	90.70.802.04.5009
1912	06/30/23	SHOP ANTENNAE	70.51					M BUILDING MAINTEN	61.60.458.14.5571
1912	06/30/23	CABLES FOR NEW MACHINES	17.44					M GENERAL SUPPLIES	65.60.491.04.5001
1912	06/30/23	BREAK ROOM SUPPLIES	1.82					M GENERAL SUPPLIES	90.70.802.04.5001
1912	06/30/23	REPLACEMENT TARPS FOR OU	256.15					M MINOR EQUIPMENT	65.60.491.18.5601
1912	06/30/23	PRESSURE TESTER	39.99					M SMALL TOOLS	60.60.420.04.5018
1912	06/30/23	CREDIT VOUCHER THE HOME	84.04CR					M WATER PLANT MAIN	90.70.802.14.5534

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1912	06/30/23	APRIL'S EXTRA CLEANINGS	1,095.00					M CONTRACT LABOR	65.60.491.08.5397
1912	06/30/23	CREDIT VOUCHER THE WEBST	595.17	CR				M BUILDING IMPROVE	61.60.458.36.7402
1912	06/30/23	BUCKETS TO STORE FERTILI	74.60					M GENERAL SUPPLIES	90.70.801.04.5001
1912	06/30/23	CELL PHONE CASES AND HDM	38.72					M MINOR COMPUTER E	10.90.132.18.5605
1912	06/30/23	CELL PHONE CASES AND HDM	14.99					M MOBILE PHONES	10.90.132.12.5453
1912	06/30/23	PARTS FOR MOWER #750	562.77					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	MICHAEL CLOTHING	160.96					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	BATWING SPINDLE	231.65					M MISC EQUIPMENT M	60.60.420.14.5559
1912	06/30/23	MOWER PARTS AND SAFETY G	274.80					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	MOWER PARTS AND SAFETY G	60.00					M PROTECTIVE CLOTH	10.70.225.38.5813
1912	06/30/23	GLEN CLOTHING	59.98					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	BATHROOM TISSUE	22.98					M GENERAL SUPPLIES	90.70.802.04.5001
1912	06/30/23	HOSE FOR ASPHALT SWEEPER	659.15					M ASPHALT-STREET R	50.75.607.14.5621
1912	06/30/23	GREASE PENS AND DRY CLOT	13.68					M GENERAL SUPPLIES	10.40.500.04.5001
1912	06/30/23	TANNER PANTS	28.89					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	FIRE PROMOTIONAL CEREMON	62.96					M FOOD	10.50.300.04.5013
1912	06/30/23	TANNER BOOTS	159.99					M PROTECTIVE CLOTH	90.70.801.38.5813
1912	06/30/23	ANTHONY CLOTHING	113.89					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	STOCKSDALE PHOTOCELL AND	50.63					M BUILDING MAINTEN	60.60.420.14.5571
1912	06/30/23	ANNUAL MEMBERSHIP	172.50					M REGISTRATION FEE	90.70.803.06.5251
1912	06/30/23	ANNUAL MEMBERSHIP	172.50					M REGISTRATION FEE	92.70.903.06.5251
1912	06/30/23	UNIFORM CLOTHING	59.46					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	CREDIT VOUCHER AMZN MKTP	123.49	CR				M FACILITIES MAINT	10.70.221.14.5572
1912	06/30/23	ROOT X RETURN	122.35					M MAINS & LINES MA	92.70.901.14.5532
1912	06/30/23	AC HOSE FOR #750	28.50					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	JACKSON CLOTHING	49.98					M CLOTHING EXPENSE	90.70.801.38.5812
1912	06/30/23	J MARTIN HOLSTER	47.78					M CLOTHING EXPENSE	10.40.500.38.5812
1912	06/30/23	CONCRETE FOR STORM WATER	246.13					M WATER PLANT MAIN	90.70.802.14.5534
1912	06/30/23	FIRE GRIP TAPE	19.99					M MINOR EQUIPMENT	10.50.301.18.5601
1912	06/30/23	BRIAN CLOTHING/PANTS	50.98					M CLOTHING EXPENSE	92.70.901.38.5812
1912	06/30/23	TOOLS FOR OUT SIDE FOUNT	123.39					M MINOR EQUIPMENT	10.70.221.18.5601
1912	06/30/23	MAGNETS FOR CITY COUNCIL	56.58					M FACILITIES MAINT	10.70.221.14.5572
1912	06/30/23	DISHWASHER DETERGENT AND	39.92					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	DEPOSIT FOR CONCRETE MIX	50.00					M MAINTENANCE MATE	90.70.802.04.5009
1912	06/30/23	FILTERS FOR 6800	92.40					M MISC EQUIPMENT M	61.60.458.14.5559
1912	06/30/23	REPLACEMENT TARP FOR FEN	73.88					M MINOR EQUIPMENT	65.60.491.18.5601
1912	06/30/23	WIELDING TIPS.	21.98					M SMALL TOOLS	60.60.420.04.5018
1912	06/30/23	BANDAIDS	4.58					M SAFETY EQUIPMENT	90.70.802.38.5832
1912	06/30/23	GLOVES	192.02					M PROTECTIVE CLOTH	10.70.225.38.5813
1912	06/30/23	TOOLS FOR TRUCK 191 TOOL	52.53					M SMALL TOOLS	92.70.902.04.5018
1912	06/30/23	QUICK LINK FOR FLAGPOLE	2.96					M SUPPLIES-VFW	73.70.226.04.5075
1912	06/30/23	SEED AND FERTILIZER	575.92					M GENERAL SUPPLIES	90.70.801.04.5001
1912	06/30/23	OIL CHANGE 323	55.90					M VEHICLE MAINTENA	10.60.482.14.5541
1912	06/30/23	RADIATOR BRUSH FOR VACTO	38.60					M VEHICLE MAINTENA	92.70.901.14.5541
1912	06/30/23	PARTS TO REPAIR A/C IN T	107.28					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	IT DEPARTMENT CELEBRATIO	249.92					M OTHER	10.25.011.38.5989
1912	06/30/23	HELLO SIGN	20.00					M MISCELLANEOUS FE	65.60.491.08.5399
1912	06/30/23	FASTENERS FOR TRACTOR	9.18					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	CATCHERS HELMET	95.98					M RECREATION SUPPL	61.60.458.04.5004
1912	06/30/23	YELLOW PAGES	314.50					M ADVERTISING	65.60.491.08.5371

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1912	06/30/23	GLUE FOR OUTDOOR POOL T	8.49					M MAINTENANCE MATE	65.60.491.04.5009
1912	06/30/23	STOCKSDALE PAINT SUPPLIE	86.46					M GROUNDS MAINTENA	60.60.420.14.5575
1912	06/30/23	NEW NAME PLATE	17.50					M FACILITIES MAINT	10.70.221.14.5572
1912	06/30/23	APWA NATIONAL PUBLIC WOR	54.05					M GENERAL SUPPLIES	10.70.201.04.5001
1912	06/30/23	TRACTOR ANTIFREEZE	38.00					M VEHICLE MAINTENA	90.70.802.14.5541
1912	06/30/23	BUCKETS TO STORE GRASS S	72.60					M GENERAL SUPPLIES	90.70.801.04.5001
1912	06/30/23	TIRES	17.98					M SMALL TOOLS	60.60.420.04.5018
1912	06/30/23	FIRE TRAINING MATERIALS	114.98					M TRAINING COSTS	10.50.301.06.5259
1912	06/30/23	2-CYCLE OIL FOR WEED EAT	73.97					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	FIRE OFFICE SUPPLIES	41.84					M GENERAL SUPPLIES	10.50.300.04.5001
1912	06/30/23	MUCK BOOTS FOR MICHAEL	129.99					M PROTECTIVE CLOTH	90.70.801.38.5813
1912	06/30/23	NAME TAPES FOR NEW OFFIC	40.25					M CLOTHING EXPENSE	10.40.500.38.5812
1912	06/30/23	CLEANING SUPPLIES	36.77					M MAINTENANCE MATE	65.60.491.04.5009
1912	06/30/23	POLYMER PUMP PIPE ATTACH	34.73					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	LUNCH MEETING WITH MAYOR	46.08					M MISCELLANEOUS EX	10.20.001.38.5989
1912	06/30/23	CLEAR TOTE FOR RECORD RE	64.60					M GENERAL SUPPLIES	92.70.902.04.5001
1912	06/30/23	REPLACEMENT FIRE HOSES/N	2,264.66					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	TARP ARM FOR TRUCK#700	157.66					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	FIRE HIRING COMMITTEE LU	65.22					M FOOD	10.50.300.04.5013
1912	06/30/23	CLEANING SUPPLIES FOR CL	52.87					M MAINTENANCE MATE	65.60.491.04.5009
1912	06/30/23	CLEVIS FOR TRACTOR	11.18					M VEHICLE MAINTENA	10.70.225.14.5541
1912	06/30/23	FIRE #625 OIL CHANGE	141.37					M VEHICLE MAINTENA	10.50.311.14.5541
1912	06/30/23	4 RESTRAINT HOBBLER FOR	53.20					M MINOR EQUIPMENT	10.40.500.18.5601
1912	06/30/23	GAS FOR LAWN MOWER	46.23					M VEHICLE FUEL	65.60.491.14.5521
1912	06/30/23	EARPIECES	104.27					M MINOR EQUIPMENT	10.40.500.18.5601
1912	06/30/23	KC STAR ANNUAL SUBSCRIPT	120.00					- M MISCELLANEOUS EX	10.20.031.38.5989
1912	06/30/23	ANGLE IRON FOR GENERATOR	185.00					M WELLFIELD MAINT	90.70.802.14.5535
1912	06/30/23	CULVERT PIPE	242.99					- M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	WIPER BLADES FOR VEHICLE	53.17					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	DISC GOLF BRIDGE	953.28					M RECREATION SUPPL	60.60.415.04.5004
1912	06/30/23	CULVERT PIPE	242.99					- M GENERAL SUPPLIES	10.70.225.04.5001
1912	06/30/23	HOSE BLADDERS FOR CLEARI	39.98					M MAINTENANCE SUPP	92.70.902.04.5009
1912	06/30/23	MML TAX INCREMENT FINANC	10.00					M MEETING EXPENSE	10.20.001.38.5803
1912	06/30/23	SIGNS FOR THE COMMUNITY	275.66					M RSVP GRANT	65.60.491.04.5064
1912	06/30/23	FLAGPOLE PULLEY REPLACEM	18.29					M SUPPLIES-VFW	73.70.226.04.5075
1912	06/30/23	PIPETTE TIPS, HACH TNT,	753.38					M LAB SUPPLIES	92.70.902.04.5014
1912	06/30/23	CHEMICALS	328.96					M LANDSCAPING	52.60.420.14.5583
1912	06/30/23	COOLANT FOR VAC-CON TRUC	210.92					M VEHICLE MAINTENA	90.70.801.14.5541
1912	06/30/23	COOLANT FOR VAC-CON TRUC	210.91					M VEHICLE MAINTENA	92.70.901.14.5541
			94,363.85					*CHECK TOTAL	
		VENDOR TOTAL	94,363.85						



STAFF REPORT

Planning and Zoning Case 23-23PP

Staff: Mike Peterman, City Planner

Date: July 24, 2023

GENERAL INFORMATION

Application: P&Z Case 23-23PP: Preliminary Plat for 781 Logistics, 1 lot on 28.93 acres north of Garrison Rd between Hughes and S. Withers, south of South Liberty Parkway

Applicant: Daniel Finn
1270 N Winchester
Olathe, KS 66061

Owner: John Davis/ Foresight Real Estate Services
105 Stewart Ct. #225
Liberty, MO 64068

Location: 28.93 +/- acres, north of Garrison Rd between Hughes and S. Withers, south of South Liberty Parkway

Existing Land Use/Zoning: Large lot residential / R-1A "Suburban Residential" on NW 4.24 acres. Existing zoning on remainder is M-1

Future Land Use Designation: Flex/Industrial

Proposed Zoning: M-1 "Light Industrial"

Surrounding Land Uses/Zoning: **North:** Undeveloped/ R-1A "Suburban Residential"
South: Liberty Commerce Center/ M-1 "Light Industrial"
East: Large Lot Residential/ R-1A "Suburban Residential"
West: Old Hughes Rd. and Ford Property/ BP "Business Park"

File Date: June 2, 2023

Summary

This Preliminary Plat will replace the approved Preliminary Plat, PZ CASE 23-08PP. This new preliminary plat adds the 4.24 acres on the northwest corner of the applicant's development.

PREVIOUS CASE

PZ Case 16-30A: Future Land Use Amendment from Commercial to Business for north of Garrison Road, between Hughes and S. Withers Roads on the south side of South Liberty Parkway was approved by the City Council on February 27, 2023.

P&Z Case 22-17R&PDP: Rezoning & Preliminary Development Plan for 781 Logistics. Rezoning to M-1 for 264,100 sf of industrial space on 24.69 acres north of Garrison Rd between Hughes and Withers, south of South Liberty Parkway was approved by the City Council on April 10, 2023.

P&Z Case 23-08PP: Preliminary Plat for 781 Logistics, 1 lot on 24.69 acres north of Garrison Rd between Hughes and Withers, south of SLP was approved by the City Council on April 10, 2023.

P&Z Case 23-22R&PDP: Rezoning and an Amended Preliminary Development Plan for 781 Logistics. Rezoning 4.24 acres to M-1 for 400,000 sf industrial building on 28.93 total acres north of Garrison Road between Hughes and South Withers, south of South Liberty Parkway is running concurrently with this application.

PUBLIC INFRASTRUCTURE

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

Streets

The project includes two entrances on Hughes Road. Hughes Road is a fully improved part of the city street network. The plan includes to have Garrison Road vacated the extent of the property with a public cul-de-sac to be built by the developer at the southeast corner to allow for a turnaround.

Sanitary Sewer

Sanitary service will be provided via a future public sewer main extension to an offsite 36" sewer main (East of Withers Road and South of South Liberty Parkway).

Water

Water service will be provided via connections to an existing water main on Hughes Road and looped through the site.

Stormwater

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

STAFF ANALYSIS

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

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

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

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

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

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

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

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

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

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

STAFF RECOMMENDATION

Staff finds that the application does conform to Section 30-28.10. - Preliminary plat, approval criteria. Therefore, staff recommends approval of P&Z Case 23-23PP.

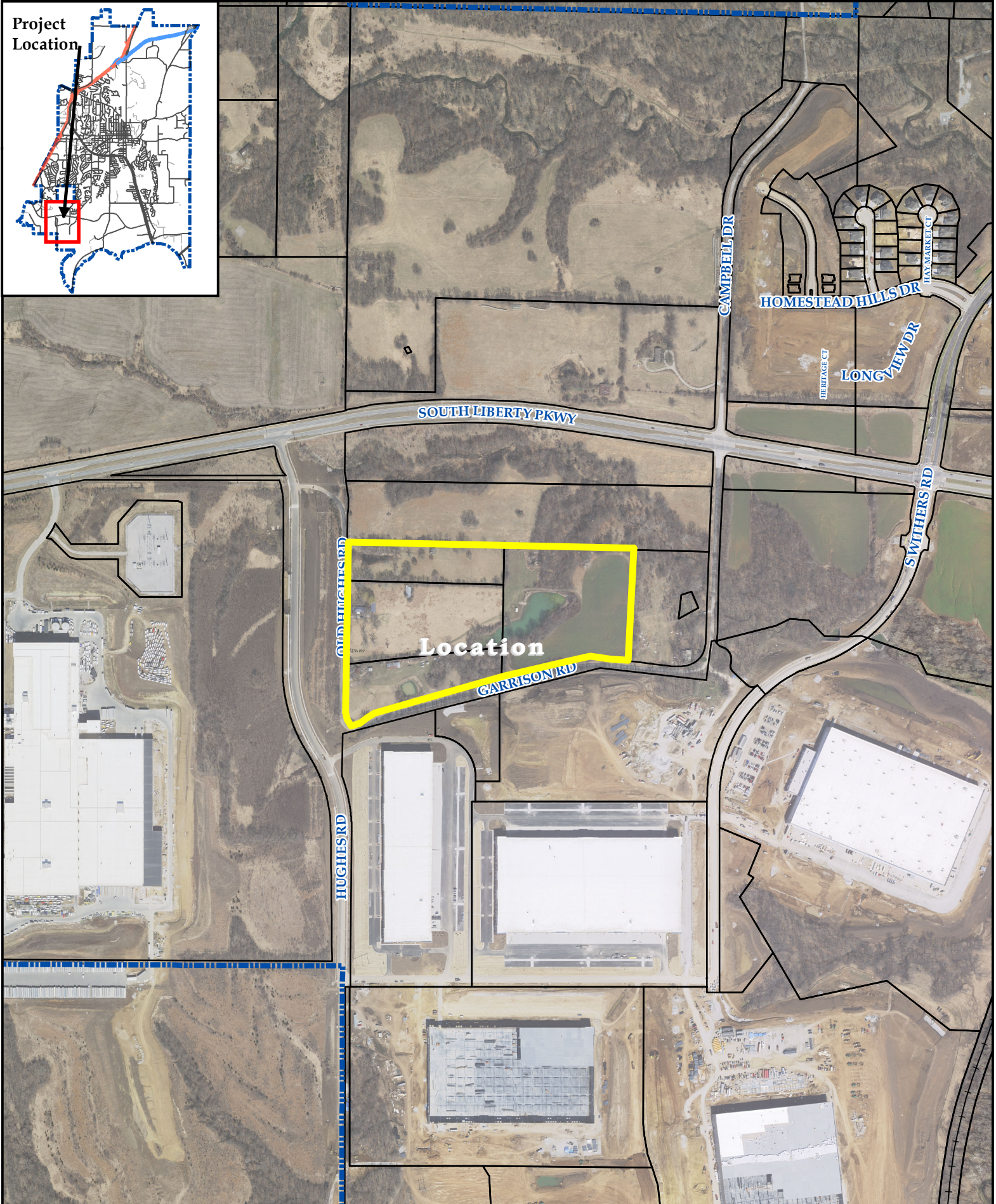
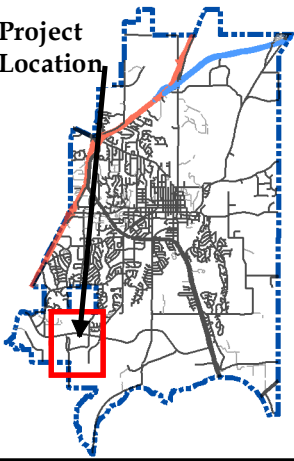
PZ RECOMMENDATION

At its July 11 2023 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 23-23PP as presented in the staff report.

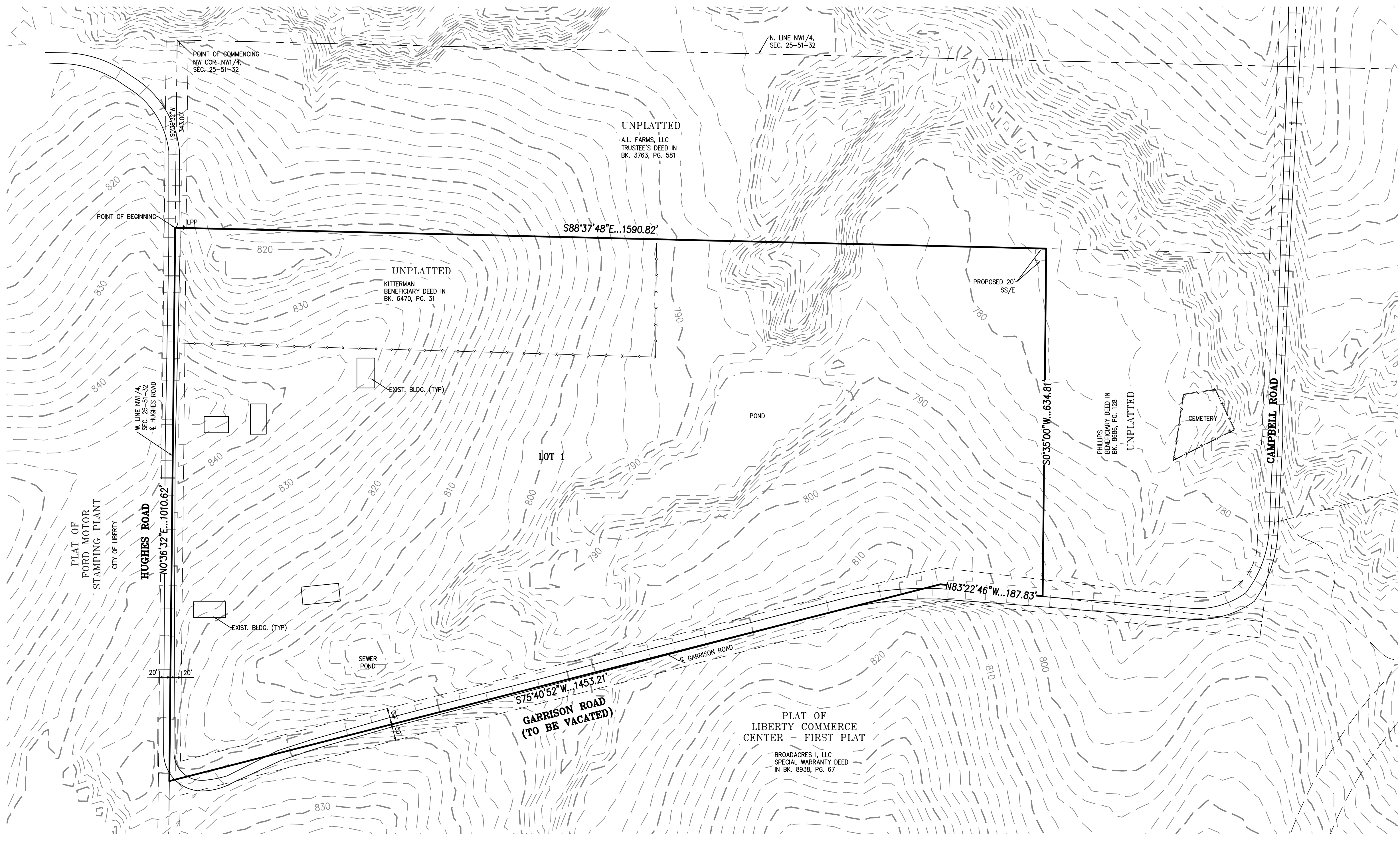
ATTACHMENTS

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

Project
Location

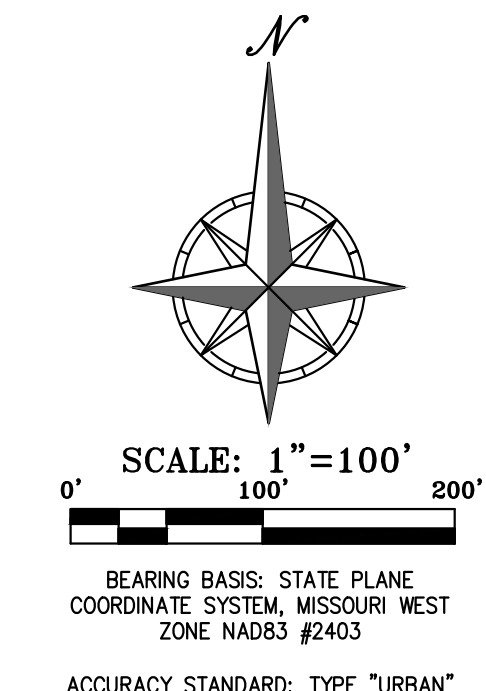


PRELIMINARY PLAT OF
781 LOGISTICS PARK, LLC
A SUBDIVISION OF LAND IN THE NW1/4 OF SEC. 25, TWP. 51 N, RNG. 32 W.
CITY OF LIBERTY, CLAY COUNTY, MISSOURI

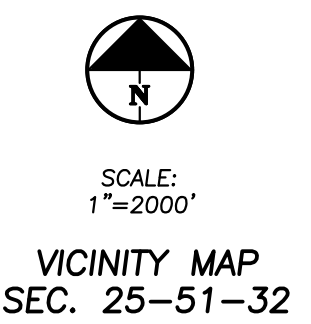
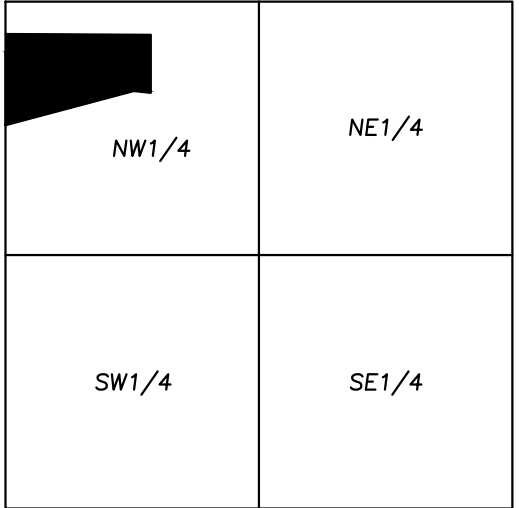


DESCRIPTION:
ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 32 WEST, IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI, BEING DESCRIBED BY SCOTT G. CHRISMAN, MO RLS-2594, PHELPS ENGINEERING, INC. PROJECT NO. 220900 MAY 19, 2023, AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 25, THENCE S 0°36'32" W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 343.00 FEET, TO THE POINT OF BEGINNING; THENCE S 88°37'48" E, A DISTANCE OF 1590.82 FEET; THENCE S 0°35'00" W, A DISTANCE OF 634.80 FEET, TO A POINT ON THE CENTERLINE OF GARRISON ROAD, AS NOW ESTABLISHED BY THE PLAT OF LIBERTY COMMERCE CENTER - FIRST PLAT, A SUBDIVISION IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI; THENCE N 83°22'46" W, ALONG THE CENTERLINE OF SAID GARRISON ROAD, A DISTANCE OF 187.83 FEET; THENCE S 75°40'52" W, ALONG THE CENTERLINE OF SAID GARRISON ROAD, A DISTANCE OF 1453.21 FEET, TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING ON THE CENTERLINE OF HUGHES ROAD, AS NOW ESTABLISHED BY THE PLAT OF FORD MOTOR STAMPING PLANT, A SUBDIVISION IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI; THENCE N 0°36'32" E, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, AND ALONG THE CENTERLINE OF SAID HUGHES ROAD, A DISTANCE OF 1010.62 FEET, TO THE POINT OF BEGINNING, CONTAINING 28.9262 ACRES, MORE OR LESS.



OWNER/DEVELOPER:
JOHN R. DAVIS, JR.
PO BOX 299
LIBERTY, MISSOURI 64069



FLOOD NOTE:
THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF LIBERTY, COMMUNITY NO. 290096, CLAY COUNTY, MISSOURI, MAP NO. 290470229E, AND DATED AUGUST 3, 2015.

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

CERTIFICATE OF AUTHORIZATION
MISSOURI
LAND SURVEYING-2007001128
ENGINEERING-2007005058

PEI PLANNING
ENGINEERING
IMPLEMENTATION

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

A. P&Z Case 23-23PP: Amended Preliminary Plat for 781 Logistics Park to include an additional 4.24 acres at the northwest corner of the project. Project located on Hughes Rd and south of South Liberty Parkway.

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.

John Davis, 105 Stewart Ct. #225 said he was available for questions.

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

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

Vote: Motion passed 8-0-0

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

No: None

Recusal: None

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR 781 LOGISTICS, 1 LOT ON 28.93 ACRES NORTH OF GARRISON ROAD BETWEEN HUGHES AND SOUTH WITHERS, SOUTH OF SOUTH LIBERTY PARKWAY, A SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a preliminary plat for 781 Logistics, a subdivision of land in Liberty, Clay County, Missouri, has been duly and properly presented to the Planning and Zoning Commission on July 11, 2023 and City Council on July 24, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the preliminary plat for 781 Logistics, a subdivision of land in Liberty, Clay County, Missouri, is hereby approved and made apart hereof as though more fully set out herein;

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 23-24PDP-A

Staff: Katherine Sharp, Director of Planning & Development

Date: July 24, 2023

GENERAL INFORMATION

Application: **P&Z Case 23-24PDP-A: Amended Preliminary Development Plan for Prominence Apartments. A 465-unit apartment complex on 20 +/- acres at South Liberty Parkway and Plummer Rd.**

Applicant: Daniel Finn
1270 N Winchester
Olathe, KS 66061

Owner: John Davis/ Foresight Real Estate Services
105 Stewart Ct. #225
Liberty, MO 64068

Location: 20 +/- acres north of South Liberty Parkway east of Plummer Road

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

Future Land Use Designation: Multi-Family Residential

Surrounding Land Uses/Zoning: **North:** Assisted Living Facilities: Immaculata Manor & Our Lady of Mercy County Home / R-1A
South: Undeveloped / C-2
East: Undeveloped / R-1A
West: Undeveloped/ PD, Future Apartment development

Public Notice: None Required

File Date: June 2, 2023

PREVIOUS CASE

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

PZ Case 21-17R&PDP: Rezoning & Preliminary Development Plan. Rezoning from R-1A "Suburban Residential" To PD "Planned Development" for Providence Apartments. A 478-unit apartment complex on 20 +/- acres was approved by the City Council July 25, 2022

APPLICANT'S PROPOSAL

Summary

This is a revised preliminary development plan that changes the previously approved preliminary development plan from 11 apartment buildings with 478 units to 6 apartment buildings with 465 units on 19.80 acres.

The layout of the buildings have been adjusted to create a larger center green area for amenities and the buildings have more units per building (60-70 units proposed versus the approved 44 units per buildings). The buildings will house a mix of one, two- and three-bedroom units. The buildings will be comprised primarily of vertical and horizontal lap board and batten siding and stone accents with asphalt composition roofing. The proposed buildings are 4 story in height and will include one or more buildings with walkout basement levels to facilitate topography and grade transitions throughout the site due to grading as final development plans are prepared. The buildings include "tuck under" garages on one side, and the combined garage parking and surface parking maintains a 1.7 parking stall per dwelling unit parking ratio.

The clubhouse is proposed as part of building #1 with the new preliminary plan. Other amenities proposed include a dog park, community pool, sports courts and other communal areas.

The access points include two entrances from Plummer Road and the same modified entrance from South Liberty Parkway, further described later in the report.

Use

The applicant proposes that the site be high density residential to allow for apartments.

Site Design

The residential development is comprised of 6 buildings that are four stories above grade; five stories may be exposed above grade on the downhill side of walkout buildings. A pool, sport courts, and clubhouse are being proposed as potential amenities to the site. The buildings are situated throughout the site and provide significant open space between the buildings. In final development plan phase, staff will work with the applicant on final-level details to the site plan.

Below are the height and area regulations as proposed by the applicant:

The requested PD zoning seeks to establish the following height and area regulations:

- Height: Maximum four (4) stories above grade; five (5) stories may be exposed above grade on the downhill side of walkout buildings.
- Lot area: Minimum one thousand eight hundred (1,800) square feet per dwelling unit.
- Lot depth: Minimum one hundred ten (110) feet.
- Street frontage: Minimum forty (40) feet.
- Yard requirements:
 - Front yard: Minimum twenty (20) feet.
 - Rear yard: Minimum ten (10) feet to a property line or minimum twenty-five (25) feet to a public street.
 - Side yard: Minimum ten (10) feet to a property line or minimum twenty-five (25) feet to a public street.

Building Design

The residential buildings will be comprised primarily of vertical and horizontal lap board and batten siding and stone accents with asphalt composition roofing. The proposed buildings are 4 story in height and may include one or more buildings with walkout basement levels to facilitate topography and grade transitions throughout the site due to grading as final development plans are prepared. Final building details will be worked through during the final development plan phase.

Access/Circulation/Parking

The proposal includes one entrance from South Liberty Parkway, two entrances on Plummer Road, and a private drive will loop through the site. Access on South Liberty Parkway will have a restricted turning movement, allowing for a $\frac{3}{4}$ access that would inhibit left out movement from the complex onto east bound South Liberty Parkway. There are 813 total parking spaces for this residential portion. The proposed number of parking stalls meets the standards within the Unified Development Ordinance (UDO) which requires 1.7 parking stalls for each dwelling unit in an apartment complex. Sidewalks will be installed on the east side of Plummer Road and throughout the site for pedestrian connectivity. Site and parking lot lighting must be designed to minimize light spillage onto neighboring properties and will be further addressed in the final development plan application.

Landscaping/ Parkland

This proposal exceeds the 20% open space requirements by providing 36% open space on site. This does not include stormwater detention facilities in other tracts on the site. Ornamental trees, evergreens and shrubs are planned throughout the site. Further evaluation of landscaping will occur at Final Development Plan phase.

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

PUBLIC INFRASTRUCTURE

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

Streets

The proposed apartment project includes two entrances on Plummer Road, an access off of South Liberty Parkway, and a private drive will loop through the site. The proposed full access entrance from Plummer Road will be signalized and fully improved to city standards as part of this project. Access on South Liberty Parkway will have a restricted turning movement, allowing for a $\frac{3}{4}$ access that would inhibit left out movement from the complex onto east bound South Liberty Parkway.

Sanitary Sewer

Sanitary service will be provided via a public sewer main extension to an existing offsite 36" sewer main (East of Withers Road and South of South Liberty Parkway).

Water

Water service will be provided via connections to an existing 16" water main and 12" water main.

Stormwater

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

STAFF ANALYSIS

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

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

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

Goal 1, Strategy 1.2 states that the City should "Align infrastructure improvements and future development and redevelopment opportunities as illustrated in the plan". The Future Land Use Map designation in this area Multi-Family Residential. Apartments are an appropriate land use for this area.

Goal 4, Strategy 4.1 encourages opportunities for a mixture of detached, attached, and multi-family housing options at varying densities and price points.

Goal 8, Strategy 8.3 "encourages dense development near major transportation nodes, including housing, commercial, and mixed uses."

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

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

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

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

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

STAFF RECOMMENDATION

This application does meet the standards of review for a rezoning and preliminary development plan and so staff recommends approval of P&Z Case 23-24PDP-A.

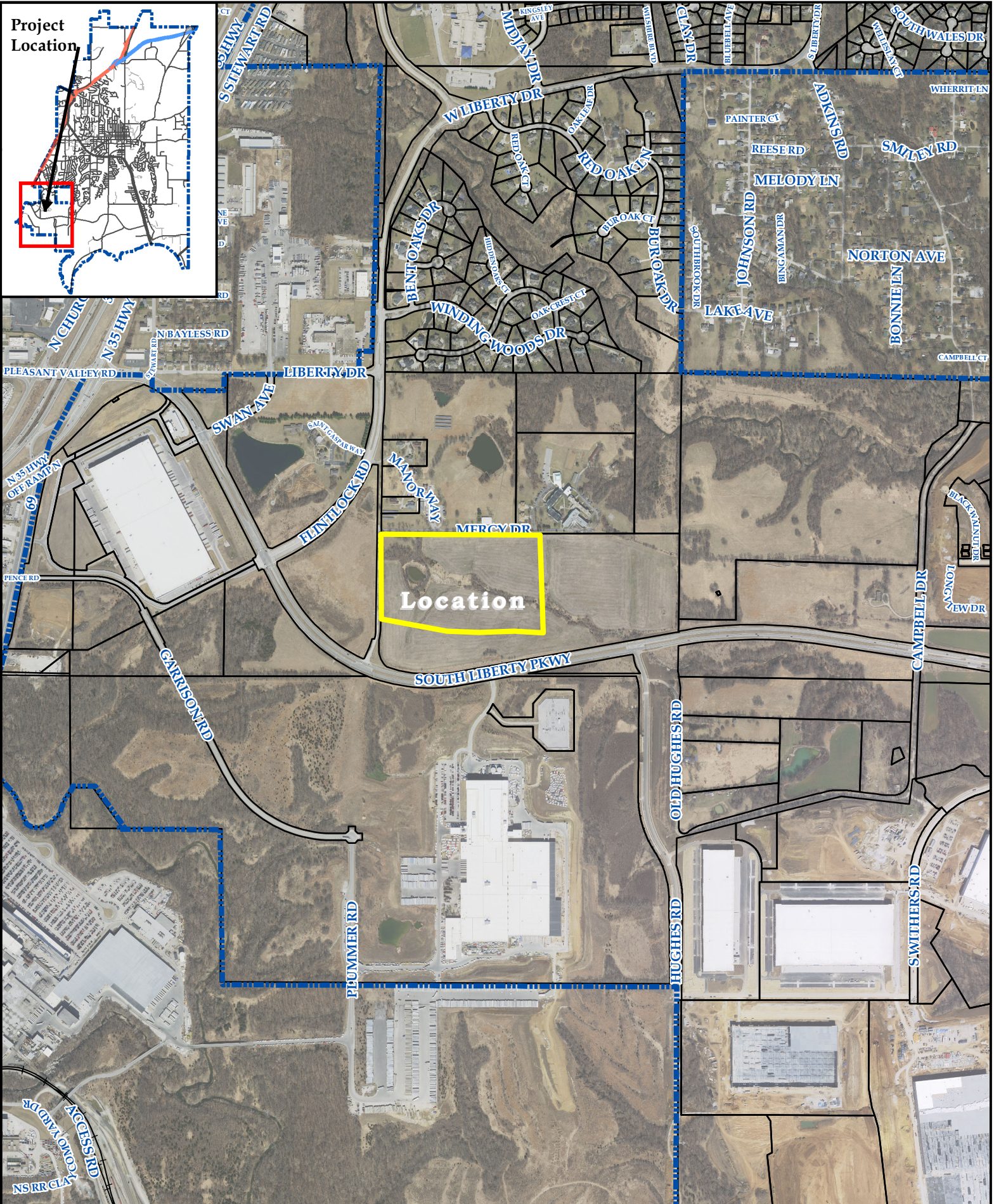
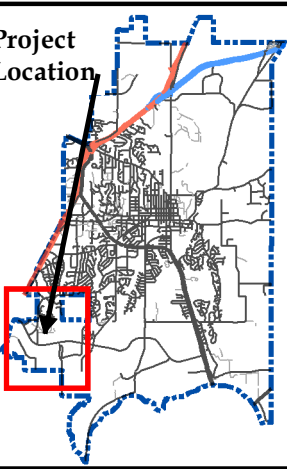
PZ RECOMMENDATION

At its July 11 2023 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 23-24PDP-A as presented in the staff report.

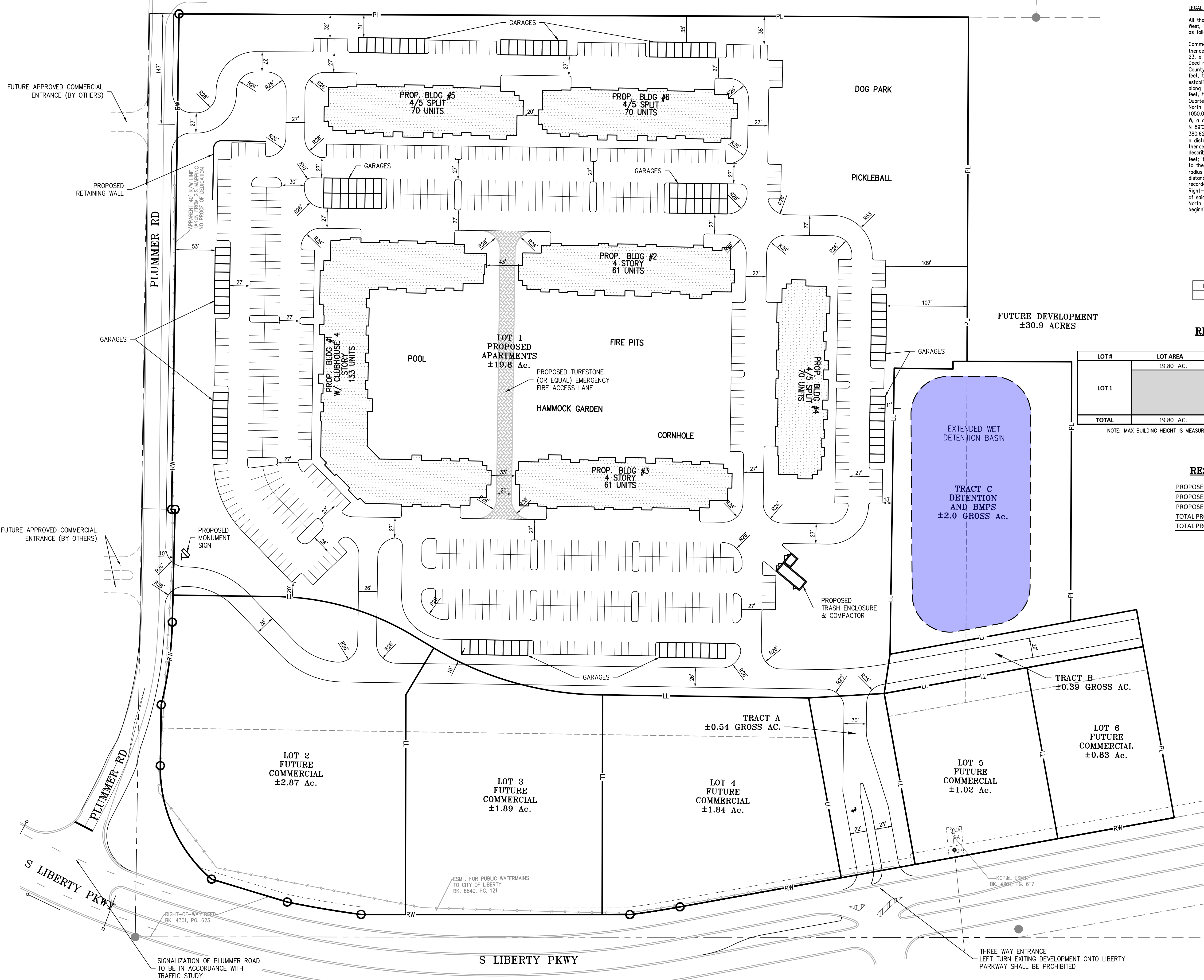
ATTACHMENTS

- | | |
|------------|---|
| Exhibit A: | Vicinity Map |
| Exhibit B: | Applicant's amended preliminary plan |
| Exhibit C: | Previously approved preliminary plan |
| Exhibit D: | Minutes Excerpt from Planning & Zoning Commission meeting |
| Exhibit E: | Resolution |

Project
Location



PROPOSED



LEGAL DESCRIPTION (FUTURE LOT 1):

All that part of the Southeast Quarter of Section 23, Township 51 North, Range 32 West, in the City of Liberty, Clay County, Missouri, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 23, thence N 0°51'03" E, along the West line of the Southeast Quarter of said Section 23, a distance of 569.81 feet, to a point on the North line of the Right-of-Way Deed recorded in Book 4301 at Page 623, in the Recorder of Deeds Office, Clay County, Missouri; thence S 88°55'54" E, along said North line, a distance of 40.00 feet, to a point on the East Right-of-Way line of Plummer Road, as now established, said point also being the Point of Beginning; thence N 0°51'03" E, along the East Right-of-Way line of said Plummer Road, a distance of 659.12 feet, to a point on the South line of the North 1375.00 feet of the Southeast Quarter of said Section 23; thence S 89°46'05" E, along the South line of the North 1375.00 feet of the Southeast Quarter of said Section 23, a distance of 1050.00 feet; thence S 0°13'55" W, a distance of 457.98 feet; thence N 89°46'05" W, a distance of 18.72 feet; thence S 0°13'55" W, a distance of 10.20 feet; thence N 89°09'27" W, a distance of 78.16 feet; thence S 0°50'33" W, a distance of 380.62 feet; thence S 8°23'47" W, a distance of 52.77 feet; thence S 86°37'55" W, a distance of 100.67 feet; thence N 89°09'10" W, a distance of 279.91 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 438.00 feet, on arc distance of 229.30 feet; thence N 59°09'27" W, a distance of 34.28 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 362.00 feet, on arc distance of 189.51 feet; thence N 89°09'10" W, a distance of 137.80 feet, to a point on the East line of said Right-of-Way Deed recorded in Book 4301 at Page 623, said point also being on the East Right-of-Way line of said Plummer Road; thence N 1°24'06" E, along the East line of said Right-of-Way, a distance of 113.96 feet; thence N 88°55'54" W, along the North line of said Right-of-Way, a distance of 4.59 feet, to the point of beginning, containing 19.8415 acres, more or less.

LAND AREA SUMMARY

PARCEL	AREA	EXISTING ZONING
LOT 1	19.8	PD

RESIDENTIAL SITE DATA TABLE

LOT #	LOT AREA	BLDG. #	BLDG. S.F.	TOTAL # UNITS	STORIES	MAX HT.
LOT 1	19.80 AC.	1	160,000	133	4	56'-6"
		2	68,000	61	4	56'-6"
		3	68,000	61	4	56'-6"
		4	80,000	70	4/5 SPLIT	67'-6"
		5	80,000	70	4/5 SPLIT	67'-6"
		6	80,000	70	4/5 SPLIT	67'-6"
TOTAL	19.80 AC.		536,000	465		

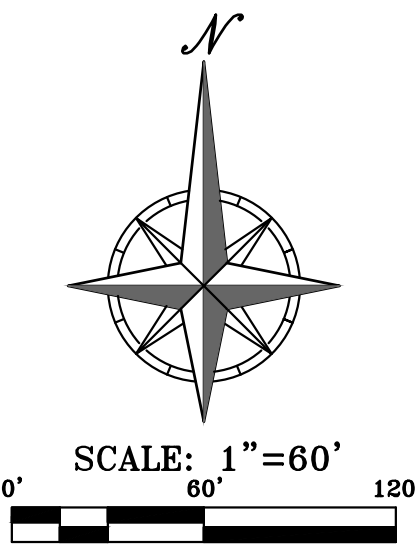
NOTE: MAX BUILDING HEIGHT IS MEASURED TO THE TOP OF ROOF RIDGE.

RESIDENTIAL PARKING SUMAMRY

PROPOSED SURFACE SPACES	620	SPACES
PROPOSED GARAGE SPACES	100	SPACES
PROPOSED TUCK UNDER SPACES	93	SPACES
TOTAL PROPOSED SPACES	813	SPACES
TOTAL PROPOSED SPACES / UNIT	1.75	SPACES / UNITS

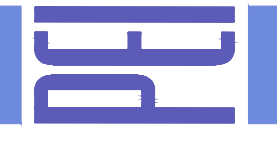
OPEN SPACE:

LOT 1 TOTAL AREA = 19.8 ACRES
LOT 1 OPEN SPACE = 7.1 ACRES (36%)



PHILIPS ENGINEERING, INC.
1370 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
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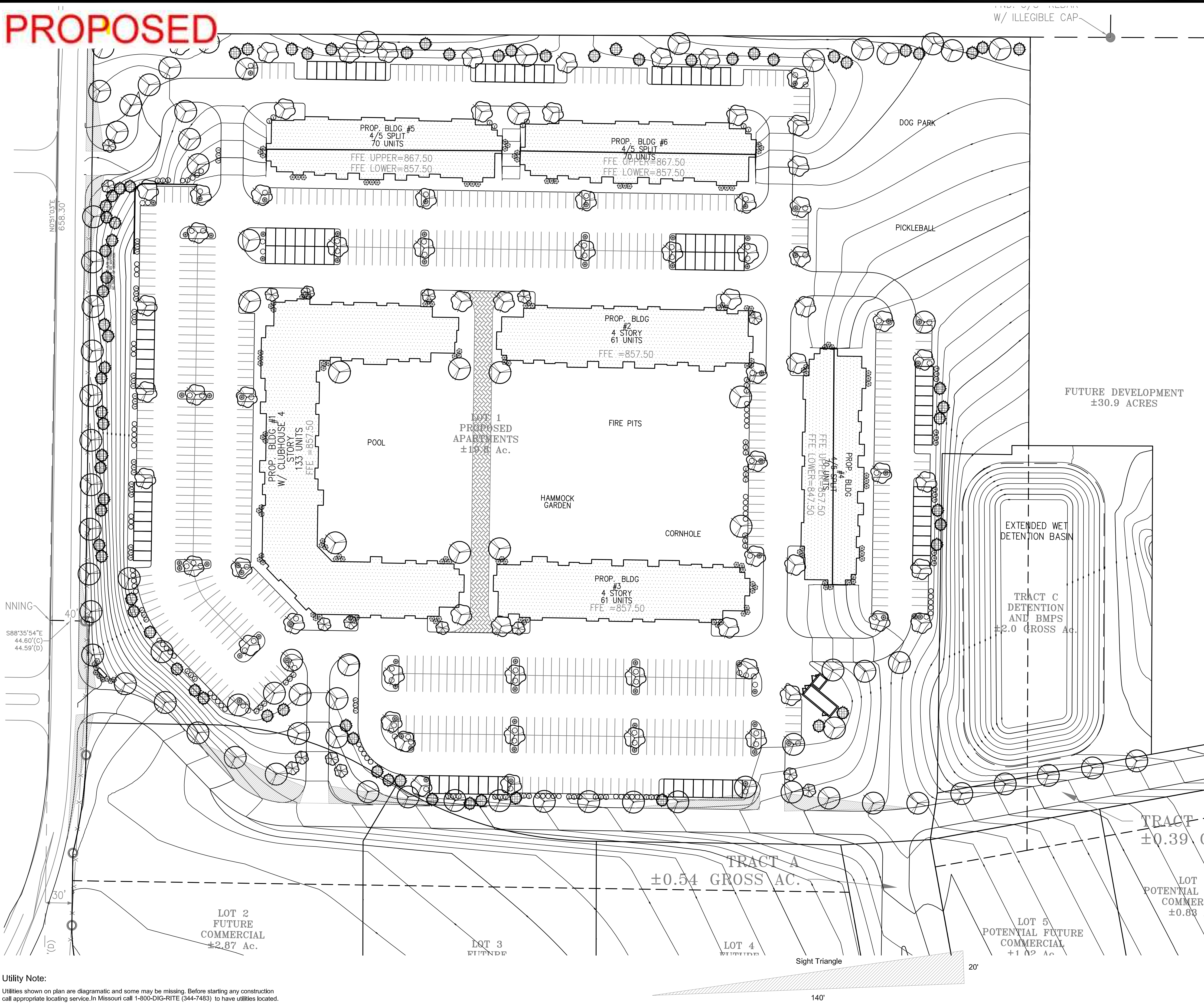


SITE PLAN
LIBERTY APARTMENTS
LIBERTY, CLAY COUNTY, MISSOURI

PROJECT NO.	220192	No.	Date	Revisions:	By	App.	
DATE	06-16-23	DRAWING	1.	06-16-2023	DBB	DAF	
CHECKED	DEU	APPROVED	JOC	2.	06-30-2023	DBB	DAF
CORPORATE OF AUTHORIZATION							
LAND SURVEYING - LS-82							
ENGINEERING - E-361							
CERTIFICATE OF AUTHORIZATION							
LAND SURVEYING-200701028							
ENGINEERING-200700209							

SHEET
C1.1

PROPOSED

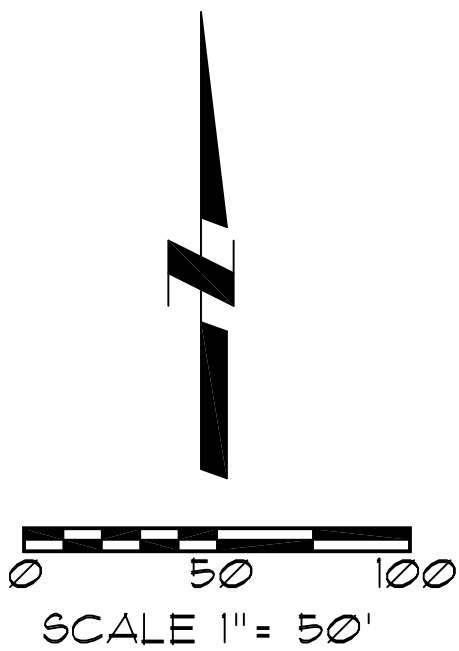


CONCEPT PLANT SCHEDULE

	LARGE SHADE TREES	81
	MEDIUM SHADE TREES	69
	EVERGREEN TREES	73
	ORNAMENTAL TREE	17
	SPREADER EVERGREEN SHRUB	64
	DECIDUOUS SHRUB I	74
	DECIDUOUS SHRUB II	94
	LOW SPREADING EVERGREEN	71
	LARGE ORNAMENTAL SHRUB	138

NOTE:
Some evergreen trees substituted for some required ornamental trees.

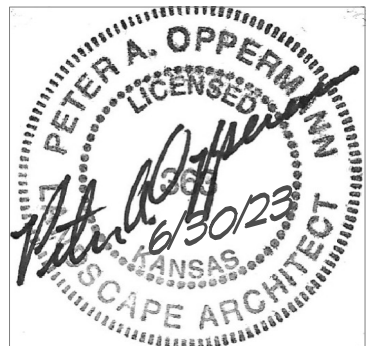
NOTE:
Details and specifications to be provided
in construction documents.



Preliminary
Landscape Plan
Liberty
Apartments

Plummer Road and S. Liberty Pkwy.
Liberty, Missouri

LS-1



06/30/2023



Oppermann LandDesign, LLC
Land Planning Landscape Architecture
22 Debra Lane
New Windsor, New York 12553
peteoppermann56@gmail.com
913.529.5598

PROPOSED



SIDING/FACIA/SOFFIT NOTE: ALL EXTERIOR CLADDING WILL BE EITHER ENGINEERED WOOD EQUAL TO LP SMARTSIDE OR CEMENTIOUS EQUAL TO JAMES HARDIE.

APPROVED

DESCRIPTION PDP:

All that part of the Southeast Quarter of Section 23, Township 51 North, Range 32 West, in the City of Liberty, Clay County, Missouri, as prepared by Scott G. Chrisman, MO PLS-2594 as Phelps Engineering, Inc. Project No. 220192, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 23; thence N 0°51'03" E, along the West line of the Southeast Quarter of said Section 23, a distance of 569.81 feet, to a point on the North line of the Right-of-Way Deed recorded in Book 4301 at Page 623, in the Recorder of Deeds Office, Clay County, Missouri; thence S 88°35'54" E, along said North line, a distance of 40.00 feet, to a point on the East Right-of-Way line of Plummer Road, as now established, said point also being the Point of Beginning; thence N 0°51'03" E, along the East Right-of-Way line of said Plummer Road, a distance of 659.12 feet, to a point on the South line of the North 1375.00 feet of the Southeast Quarter of said Section 23; thence S 89°46'05" E, along the South line of the North 1375.00 feet of the Southeast Quarter of said Section 23, a distance of 1050.00 feet; thence S 0°13'55" W, a distance of 457.98 feet, thence S 89°46'05" E, a distance of 139.08 feet, thence S 0°13'55" W, a distance of 345.52 feet; thence N 79°44'28" E, a distance of 89.08 feet; thence S 10°15'32" E, a distance of 281.27 feet, to a point on the North line of said Right-of-Way Deed recorded in Book 4301 at Page 623, said point also being on the North Right-of-Way line of S. Liberty Parkway, as now established; thence Westerly and Northerly, along the North and East line of said Right-of-Way the following nine (9) courses: thence S 79°45'52" W, a distance of 667.90 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 1375.49 feet, an arc distance of 67.37 feet; thence N 89°57'38" W, a distance of 357.55 feet; thence Westerly on a curve to the right, said curve having an initial tangent bearing of N 82°29'31" W and a radius of 1375.39 feet, an arc distance of 99.55 feet; thence N 73°13'41" W, a distance of 105.21 feet; thence Northwesterly on a curve to the right, said curve having an initial tangent bearing of N 49°25'53" W and a radius of 195.00 feet, an arc distance of 171.13 feet; thence N 0°51'03" E, a distance of 81.08 feet; thence Northerly on a curve to the left, said curve having an initial tangent bearing of N 13°58'00" E and a radius of 507.46 feet, an arc distance of 110.99 feet; thence N 12°4'06" E, a distance of 150.03 feet, thence N 88°35'54" W, a distance of 4.59 feet to the point of beginning, containing 31.2250 acres, more or less.

LAND AREA SUMMARY

PARCEL	AREA	PROPOSED ZONING
LOT 1	19.8	PD
LOT 2	6.6	C2
LOT 3	1.9	C2
TRACT A	0.5	C2
TRACT B	0.4	C2
TRACT C	2	C2
TOTAL	31.2	

RESIDENTIAL SITE DATA TABLE

LOT #	LOT AREA	BLDG. #	BLDG. TYPE	TOTAL # UNITS	STORIES
LOT 1	19.80 AC.	1	A	44	4
		2	A	44	4
		3	A	44	4
		4	A	44	4
		5	A	44	4
		6	A	44	4
		7	A	44	4
		8	A	44	4
		9	A	44	4
		10	A	44	4
		11	B	38	3-STORY + BASEMENT
TOTAL	19.80 AC.			478	

PROVIDED LOT AREA (SF / UNIT) = 1,804 SF/UNIT
PROVIDED DENSITY (UNITS/ACRE) = 24.14 UNITS/ACRE

RESIDENTIAL PARKING SUMAMRY

PROPOSED SURFACE SPACES	608	SPACES
PROPOSED GARAGE SPACES	101	SPACES
PROPOSED TUCK UNDER SPACES	110	SPACES
TOTAL PROPOSED SPACES	819	SPACES
TOTAL PROPOSED SPACES / UNIT	1.71	SPACES / UNITS

OPEN SPACE:

LOT 1 TOTAL AREA = 19.8 ACRES
LOT 1 OPEN SPACE = 7.9 ACRES (39.9%)
TRACT A TOTAL AREA = 0.5 ACRES
TRACT A OPEN SPACE = 0.3 ACRES (60.0%)
TRACT B TOTAL AREA = 0.4 ACRES
TRACT B OPEN SPACE = 0.2 ACRES (50.0%)
TRACT C TOTAL AREA = 2.0 ACRES
TRACT C OPEN SPACE = 2.0 ACRES (100%)

PHILIPS ENGINEERING, INC.

1370 N. Winchester

Olathe, Kansas 66061

(913) 993-1155

Fax (913) 993-1165

www.philipsengineering.com

PLANNING

ENGINEERING

IMPLEMENTATION



SITE PLAN

LIBERTY APARTMENTS
LIBERTY, CLAY COUNTY, MISSOURI

By

App.

SNH

DAF

Revisions:

REVISED PER STAFF COMMENTS

DATE

NO.

PROJECT NO.

220192

DATE

04-15-22

CHECKED

DEU

APPROVED

JOC

DATE

05-20-22

CERTIFICATE OF AUTHORIZATION

2

DATE

06-01-22

LAND SURVEYING - LS-82

3

ENGINEERING - E-361

CERTIFICATE OF AUTHORIZATION

LAND SURVEYING - LS-82

ENGINEERING - E-361

DATE

06-01-22

PROJECT NO.

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DATE

06-01-22

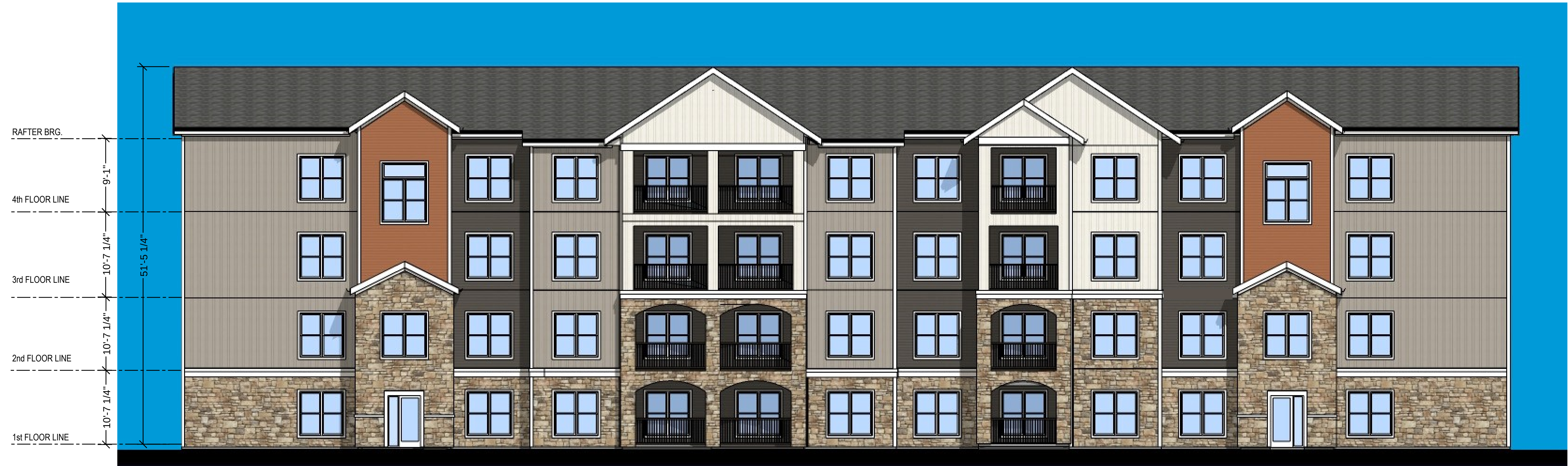
PROJECT NO.

220192

APPROVED



4-STORY APARTMENT BUILDING | FRONT ELEVATION



4-STORY APARTMENT BUILDING | REAR ELEVATION



CLUBHOUSE | FRONT ELEVATION

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PRAIRIE VILLAGE, KS 66208

A NEW COMMUNITY FOR:
LIBERTY APARTMENTS
NE CORNER OF PLUMMER RD. & S. LIB. PKWY.
LIBERTY, MISSOURI

DRAWING RELEASE LOG
● 04.01.22 PRELIM. DEV. PLAN
● 04.15.22 PRELIM. DEV. PLAN - ReSub
● 05.23.22 PRELIM. DEV. PLAN - ReSub

△ REVISIONS

DATE
05.23.2022
JOB NO.
700721
DRAWN BY:
BNH / TWH
SHEET NO.

PRELIMINARY DEVELOPMENT
PLAN

A2.0

B. P&Z Case 23-24PDP-A: Amended Preliminary Development Plan for Prominence Apartments, 465 units on 20+/- acres at the NE corner of South Liberty Parkway & Plummer Rd.

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

Chairman Rosekrans asked the commissioners if they had any questions.

Commissioner Holt asked about the removal of multiple detention areas on the plan.

Dan Finn, 1204 Wellington Way, Engineer for the applicant, stated that the original plan showed above ground stormwater treatment areas. The new plan moves those to structures that will treat the stormwater and release to the large detention basin. This change allows for more useable open space on the site.

Commissioner Dilts asked about the existing pond and drainage way on the site.

Mr. Martinez stated that the area is not part of the protected stream buffer that begins further downstream. He explained the city code related to stream buffer and the tributary drainage area.

Chairman Rosekrans asked the applicant if they wish to speak.

John Davis, 105 Stewart Ct. #225 said he was available for questions.

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

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

Vote: Motion passed 8-0-0

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

No: None

Recusal: None

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDED PRELIMINARY DEVELOPMENT PLAN
FOR A PROMINENCE APARTMENTS, 465 UNITS ON 20+/- ACRES AT THE NE
CORNER OF SOUTH LIBERTY PARKWAY & PLUMMER RD., IN LIBERTY, CLAY
COUNTY, MISSOURI

WHEREAS, an Amended Preliminary Development Plan for Prominence Apartments, 465 units on 20+/- acres at the NE corner of South Liberty Parkway & Plummer Rd. in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on July 11, 2023 and the City Council on July 24, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the Amended Preliminary Development Plan for Prominence Apartments, 465 units on 20+/- acres at the NE corner of South Liberty Parkway & Plummer Rd. in the City of Liberty, Clay County, Missouri, is hereby approved according to the preliminary development plan on file in the office of the Department of Planning and Development.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 23-25FDP

Staff: Michael Peterman, City Planner

Date: July 24, 2023

GENERAL INFORMATION

Application: Final Development Plan at 3155 Heartland Dr. A 125,000 sq. ft. addition to the existing building for Animal Health International.

Applicant: Dean Randolph
Davidson A & E
4301 Indian Creek Parkway
Overland Park, KS 66207

Owner: RC Properties VII LLC
760 Whalers Way, Ste. B102
Fort Collins, CO 80525

Location: North of Shepherd Rd on Heartland Dr.

Site Acreage: 12.59 ac

Building Area: 95,000 +/- sq ft existing, 126,430 sq ft addition

Parking: Parking stalls: 54 new, 41 existing, total 95

Existing Land Use/Zoning: Undeveloped / M-1 "Light Industrial"

Future Land Use Map: Flex/Industrial

Surrounding Land Use / Zoning: North: Warehousing / M-1 "Light Industrial"
South: Warehousing / M-1 "Light Industrial"
East: Industrial / M-1 "Light Industrial"
West: Undeveloped / R-1A, "Suburban Residential"

File Date: June 2, 2023

PREVIOUS CASES / SITE HISTORY

P&Z Case 5-027FDP – Final Development Plan for a 60,000 sf warehouse facility was approved July 25, 2005.

P&Z Case 11-40FDP – Final Development Plan for a 35,000 sf expansion was approved November 14, 2011.

P&Z Case 23-26FP – Final Plat to combine two lots in Heartland Meadows to accommodate the proposed

expansion is running concurrently with this application.

APPLICANT'S PROPOSAL

Use

The proposal is for a 126,430 square foot addition to the existing industrial building on 12.59 acres. The proposed location is north of Shepherd Rd on Heartland Dr. The building will be used as an office and storage/distribution facility.

Site Layout/Access

The existing site is 6.6 acres. The lot to the north that is being combined with the existing lot is 5.99 ac. The total lot area will be 12.59 acres. Proposed is a 126,430 square foot addition to the existing 95,115 square foot building, for a total building size of 221,545 square feet. There are two access points to Heartland Drive. The existing parking area to the east of the building will be expanded to the north along the new addition, adding a total of 54 parking spots. The new addition will add new dock areas and trailer parking on the north side of the new addition. A new fire lane will be added to the west side of the building connecting the north and south loading areas.

A concrete sidewalk is proposed along the entire length of the property connecting to sidewalks on both the north and south.

Building Design

The building is proposed as a single story building. The materials proposed include concrete tilt up panels, glass windows and metal panels. The docks and loading areas are located on the north and south sides of the building, which is not adjacent to a public right-of-way.

Landscape Plan

The applicant is proposing landscaping in accordance with Section 30-97.4 of the UDO. This proposal exceeds the 20% open space requirements by providing 31.6% open space on site. The project is proposing 89 new trees for a total of 136 trees on site. The plan also shows a total of 401 shrubs to be planted on site.

PUBLIC INFRASTRUCTURE

Sanitary Sewer

The site is proposing a direct access connection to an 8" public sanitary sewer main at the northeast corner of the property that runs along Heartland Drive.

Water

There is direct access to an existing 12" water main along Heartland Dr.

Streets

The site has access to fully improved Heartland Dr.

Stormwater

Stormwater runoff is collected on site and is transferred to a designated stormwater collection area. Storm water will be detained and released at an acceptable rate.

STAFF ANALYSIS

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

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

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

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

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

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

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

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

Staff finds that the development plan 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

The proposed plan complies with city development standards and policies.

STAFF RECOMMENDATION

Staff finds this application meets the standards of review for a Final Development Plan in Section 30-27.8 of the UDO. Staff recommends approval of P&Z Case 23-25FDP.

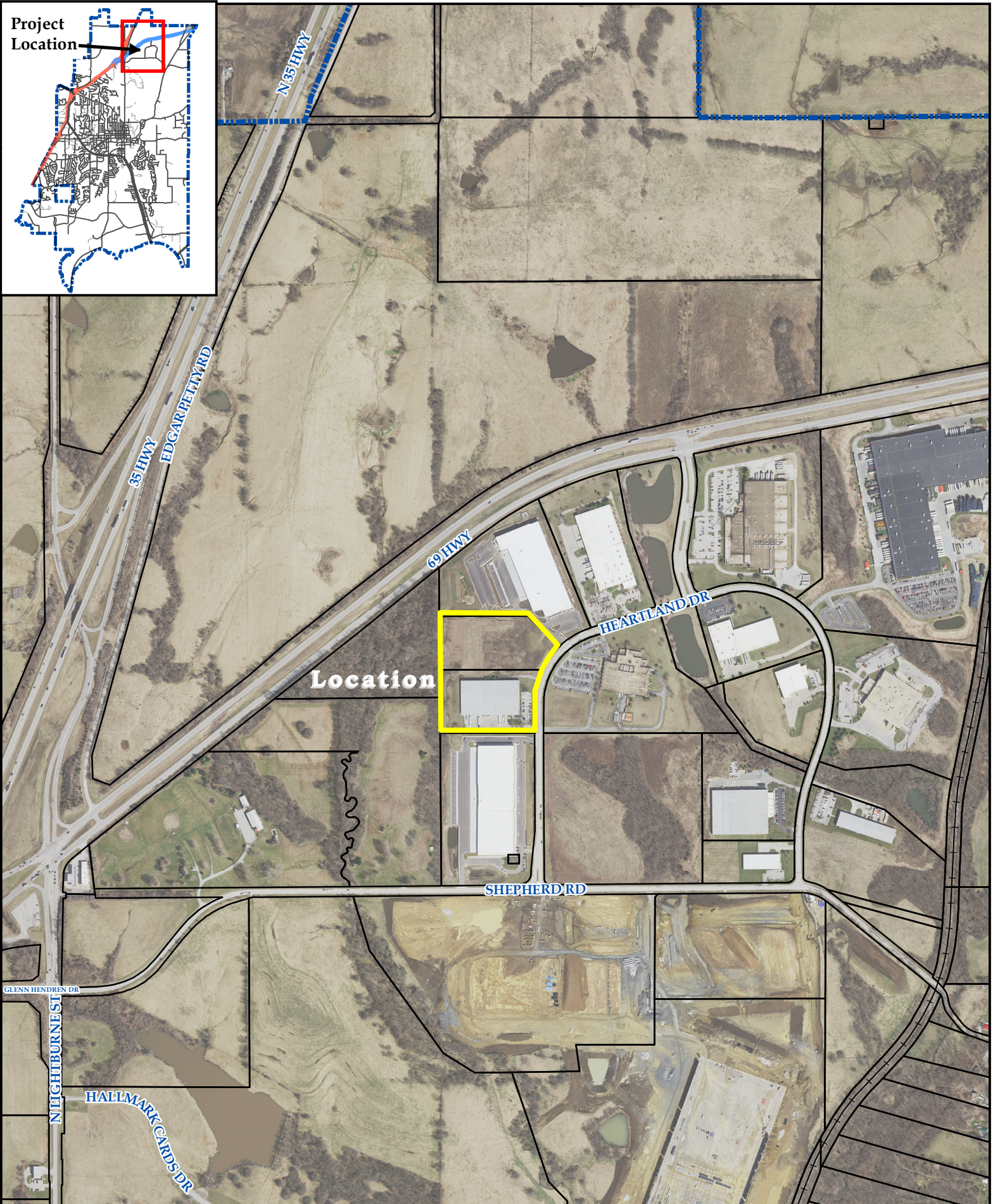
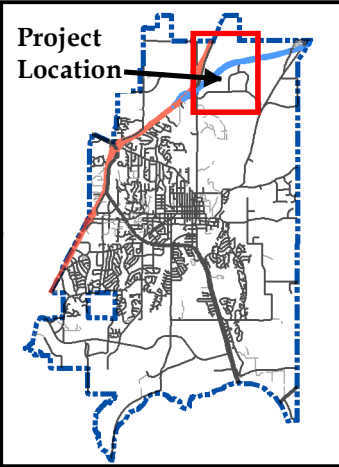
PZ RECOMMENDATION

At its July 11 2023 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 23-25FDP 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: Minutes Excerpt from Planning & Zoning Commission meeting
- Exhibit F: Resolution

Project
Location



Site Data

Municipality:	Liberty, Missouri		
Applicable Building Codes & Ordinances:	2018 International Building Code (IBC) 2018 International Plumbing Code (IPC) 2018 International Mechanical Code (IMC) 2018 International Fire Code (IFC) 2018 International Fuel and Gas Code (IFGC) 2017 National Electrical Code (NEC) ICC/ANSI A117.1-2009, Accessible and Usable Buildings and Facilities Liberty Unified Development Ordinance (UDO)		
Project Address:	3155 W. Heartland Drive Liberty, MO 64068		
Zoning:	M-1, light industrial		
Building Setbacks:	Street 30 ft Side Yard 10 ft Rear Yard 15 ft		
Landscaping Buffer:	Street Frontage 10 ft		
Screening Requirements	loading docks, mech. equipment, storage areas, and trash enclosures		
Height Requirements:	Maximum 50'-0"		

Site Area			
Total Site Area	548,420 sq. ft.	12.59 ac.	
Existing Site Area	287,496	6.60	
New Site Area	260,924	5.99	

Building Area			
Total Building Area:	221,545 sq. ft.		
Existing Building	95,115		
Building Addition	126,430		

Floor Area Ratio - Maximim 1.0			
Overall Floor Area Ratio	221,545 / 548,420	0.40	
Existing Building	95,115 / 287,496	0.33	
Building Addition	126,430 / 260,924	0.48	

Parking			
Existing	41		
New	54		
Total Provided:	95		
*quantity determined on case-by-case basis			
Standard Parking Space Size: 9'-0"x18'-0"			
*Parking Space Length can reduce by 2'-0" at curbed landscaping and 6" deep sidewalks.			

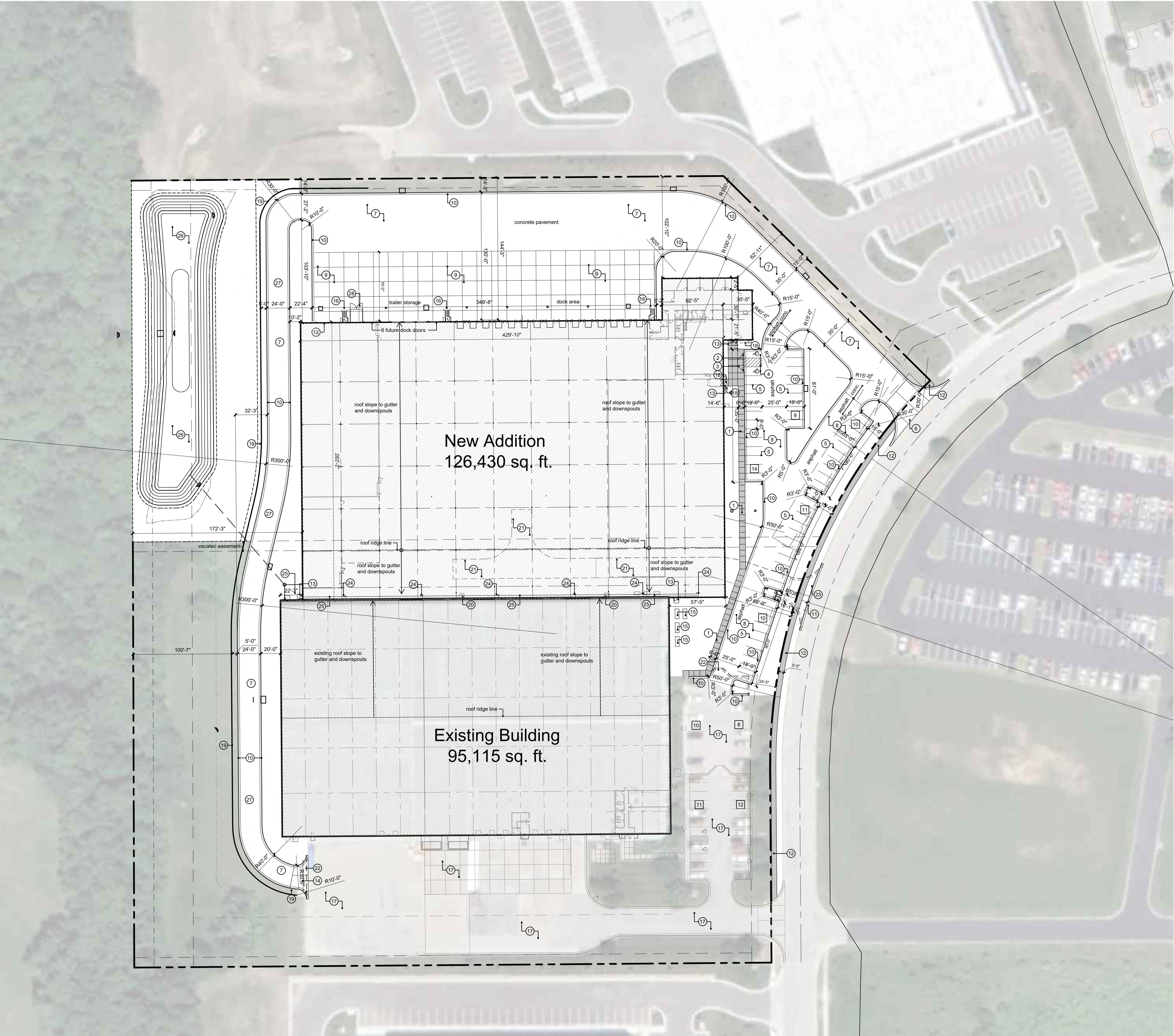
Greenscape Ratio	
31.6% total	

General Notes

- All construction shall conform to the standards, codes and specifications of the municipality of Liberty, Missouri.
- The general contractor shall contact all utility companies prior to the start of construction and verify the location and depth of any utilities that may be encountered during construction.
- The contractor shall field verify existing surface & subsurface ground conditions prior to start of construction
- Slopes shall maintain a maximum 3:1 ratio.
- The contractor shall be responsible for obtaining all required permits, paying all fees, and otherwise complying with all applicable regulations governing the project.
- Place silt fence per civil for erosion control.
- Provide a temporary gravel access drive to prevent mud from being deposited onto the adjacent road.
- Prior to installing any structure on a public storm sewer, the contractor shall submit shop drawings for the structure(s). Installation shall not occur until drawings have been approved by public works.
- Prior to installing, constructing, or performing any work on the public storm sewer line (including connecting private drainage to the storm system) contact the city for inspection of the work. Contact must be made at least 48 hours prior to the start of work.
- Connections to the public storm sewer between structures will not be permitted.
- Dimensions shown are from back of curb, unless noted otherwise.
- Reference landscaping plans for landscaping and planting materials.

Construction Notes

- Concrete sidewalk in width indicated on plan. 6" thick with 6x6 10/10 wwf steel mesh. Control joints at 6'-0" o.c. Broom finish for non-slip surface.
- Handicap parking signage. Mount sign at not more than 60" a.f.g. to bottom. Sign to contain the universal handicap symbol and "van accessible" as required per ADA. See detail 3/A1.1.
- Furnish and install ADA accessible ramp and sidewalk per detail 3/A1.1 and per civil.
- Handicap striping and universal symbol painted white with 4" stroke.
- Parking lot striping to be painted white with 4" stroke.
- Sawcut existing curb & gutter as required to install new drive. Match new drive elevation with existing surface. Re: civil.
- Furnish and install concrete pavement per civil.
- Furnish and install asphalt pavement per civil.
- Furnish and install concrete dock apron per civil.
- Concrete curb and gutter, typ. see civil.
- Install new street curb and gutter per civil, match existing radius.
- Furnish and install sidewalk along W. heartland drive per city standards with 6x6 10/10 wwf steel mesh. Control joints at 5'-0" o.c. broom finish for non-slip surface.
- Install concrete stoop at exit door location. See floor plan for exact location and structural drawings for detail.
- Install hinged barrier arm gate assembly and footings per detail.
- Relocate existing condenser equipment to this location. Furnish and install new concrete foundation pads for existing relocated and new condenser equipment.
- Steel grate landing and stair at exit door locations at dock height grade transitions. Provide 6" conc. filled stl. bollards at each side of stair.
- Existing pavement to remain.
- Dashed line represents building canopy per building elevations.
- Retaining wall per civil.
- Demo existing conc. stoop at door location.
- Demo existing pavement per civil.
- Demo existing curb and gutter as shown on plan.
- Demo existing street curb cut pavement, curb and gutter.
- Primary and overflow roof drains in roof above to collect 1/2 of existing roof area and portion of new addition roof area (gridline X to Z). Connect to underground piping. (Estimate 8" dia. drains, final size as determined by plumbing engineer.)
- Underground primary and overflow storm piping. Connect all primary and overflow roof drains and run under slabs to west side of building. Connect to civil underground piping and run to detention basin. Size of piping estimated at 8" to 24" dia. as piping increases west. (Final sizes as determined by plumbing engineer.)
- Detention basin per civil drawings.
- Designated fire lane to be 20' clear of all shoulders and curbs.
- Furnish and install trash enclosure per details, ref. A3.2



NOT FOR
CONSTRUCTION

*This drawing has been
professionally sealed for Final
Development Plan approval only
and should not be utilized for
construction.

a building expansion for
Animal Health International
3155 W. Heartland Drive
Liberty, Missouri 64068

date
06.30.2023
drawn by
DAE
checked by
DAE
revisions

sheet number

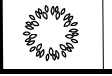
A1.1

drawing type
Pricing

project number
23013

1 Site Plan
scale: 1" = 50'-0"



Tree and Shrub Planting List							
	ITEM	QTY.	COMMON NAME	BOTANICAL NAME	SIZE & CONDIT.	max growth size	
SHADE TREES		RM	28	SWAMP WHITE OAK	QUERCUS BICOLOR	1.5" CAL.	height 50-60', spread 50-60'
		SL	35	SKYLINE LOCUST	GLEDTISIA TRICANTHOS INERMIS 'SKYCOLE'	1.5" CAL.	height 35'-45', spread 25'-35'
		OGM	22	OCTOBER GLORY MAPLE	ACER RUBRUM 'OCTOBER GLORY'	1.5" CAL.	height 40'-50', spread 35'
ORN.		ER	4	EASTERN REDBUD	CERCIS CNADENSIS	1.5" CAL.	height 20-30', spread 25'-35'
TOTAL			89				
SHRUB		DY	125	DENSE YEW	TAXUS x MEDIA DENSIFORMIS	3 GALLON	height 3'-4', spread 4'-6'
		IH	95	INKBERRY HOLLY	ILEX GLABRA 'COMPACTA'	3 GALLON	height 3'-14', spread 4'-6'
		FS	70	FRAGRANT SUMAC	RHUS AROMATICA	3 GALLON	height 2'-6', spread 6'-10'
		WH	75	WILD HYDRANGEA	HYDRANGEA ARBORESCENS	3 GALLON	height 2'-4', spread 3'-5'
TOTAL			365				
GROUND COVER		-		SOD - TURF-TYPE FESCUE 2 YO STOCK - 3-WAY BLEND OF IMPROVED KENTUCKY BLUEGRASS (POSPARATENSIS) VARIETIES: NATIVE MIX OF HOUNDG, REBEL, OR FALCON LEAVE TALL FESCUE (FESCUE ARUNDINADEA), AND RYE (LOLIUM JULIFLORIUM AND PERENE DOMESTIC) 20% KENTUCKY BLUEGRASS, 70% FINELEAFED TALL FESCUE, 10% RYE - LOCATION IS ALL DISTURBED AREAS			
		-		NATIVE VEGETATION - REFERENCE CIVIL FOR PRESERVED AREAS AND NEWLY ESTABLISHED - NEWLY ESTABLISHED SHALL BE COMPRISED PRIMARILY OF NATIVE PRAIRIE GRASSES AND PERENNIALS			
		-		RIVER ROCK - PROVIDE SAMPLE FOR APPROVAL - NO GRAVEL SHALL BE USED AS A SUBSTITUTE			

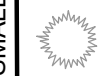
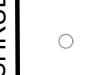
- LANDSCAPING NOTES**
- A. UTILITIES:**
- A.A. Landscaping shall be coordinated with the location of utilities, driveways and traffic clearance zones.
- A.B. The contractor doing excavation on public right-of-way shall give 48 hour advance notice to and obtain information from utility companies.
- A.E. Contractor shall verify location of and protect all utilities and structures. Damage to utilities and structures shall be repaired by the contractor to the satisfaction of the owner at no additional expense.
- A.F. Prior to commencement of work, the contractor shall notify all those companies which have facilities in the near vicinity of the construction to be performed.
- A.G. Existing underground, overhead, utilities and drainage structures have been plotted from available information and therefore, their locations must be considered approximate only. It is the responsibility of the individual contractors to notify the utility companies to locate their utilities before actual construction.
- B. INSTALLATION:**
- B.A. Trees and seasonal color areas shall be mulched with 3 inches minimum shredded hardwood mulch, color TBD. Planting beds as delineated shall be separated from pavement/turf areas with metal edging and mulched with 3 inches minimum shredded hardwood mulch over weed barrier fabric, except where otherwise specified.
- B.B. Maximum slope shall be not greater than 3 : 1.
- B.C. Landscape contractor shall water plant material as required until fully established. This site is not intended to be irrigated unless otherwise dictated by the city of Liberty.
- B.D. Install plants not to encroach upon cars parked, when at full growth.
- B.E. Stake and guy all trees per planting details.
- B.F. Install all shrubs and groundcover per planting details.
- B.G. Elevation of top of mulch shall be 1/2" below any adjacent pavement/turf areas.
- B.H. Root stimulator shall be applied to the soil backfill of each plant during installation.
- B.C. Landscaping areas (including along building perimeter and parking lot islands) equal to or narrower than 3'-0" should utilize river rock in lieu of sod or mulch.
- B.D. Provide appropriate landscaping drainage from landscape areas directly adjacent to building to prevent ponding along the foundation.
- B.E. Ground mechanical and electrical equipment shall be wholly screened from street right-of-way.
- C. MATERIALS**
- C.A. All landscape materials shall be installed in accordance with the current planting procedures established by the most recent addition of the American Standard for Nursery Stock.
- C.B. All plant material shall meet or exceed minimum requirements defined by the "American Standard for Nursery Stock" ANSI Z60.1.
- C.C. No plant material shall be substituted without written approval of the Landscape Architect per specifications.
- C.D. All existing plant material to be retained shall be wrapped with orange, or bright, colored plastic snow fence around base of trees and around all shrubs.
- C.E. Contractor shall verify all landscape material quantities and shall report any discrepancies immediately to the Landscape Architect.
- C.F. Contractor shall guarantee all plant material for a period of one (1) year from date of initial acceptance. Contractor is responsible for maintaining plant material until acceptance is received. Maintenance shall include watering, maintaining plants in vertical position and shrub bed weed control.

- LANDSCAPE QUANTITY REQUIREMENTS**
1. Landscaping within and around a parking lot shall be provided in accordance with the following minimum standards:
- 1.1. 1 large growing tree per 10 parking spaces. These trees may be planted within landscape islands, buffer areas, or open space.
- 1.2. 1 small growing tree per 15 spaces. These trees may be planted within landscape islands, buffer areas, or open space.
- 1.3. 1 shrub shall be planted for every 2 parking spaces. These shrubs may be planted within landscape islands, buffer areas, or open space. Consideration should be given toward snow clearing operations and public safety.
- 1.4. Islands with trees shall be a minimum of 125 square feet and a minimum width of 7 feet.
2. Large growing street trees shall be required along the property's frontage in accordance with the following minimum criteria below:
- 2.1. 1 tree per 50 linear feet of street frontage for all local streets, collector streets, and arterials "except where the planting of a tree shall interfere with safe vehicular or pedestrian access". For all private drives, 1 tree per 50 linear feet shall be planted along the property's frontage, where possible, or may be planted elsewhere on site.
3. Open space areas shall be landscaped in accordance with the following:
- 3.1. 1 large growing tree for every 3,000 square feet of building area. (2 small growing trees may be planted instead of one large growing tree. "This is utilized in the landscaping calculations.")
- 3.2. 1 shrub for every 250 square feet of building area.
- 3.3. "In no case shall more than 400 shrubs be required; however, developers are encouraged to exceed these minimum standards.
4. All land areas not covered by buildings or to be left unpaved shall be brought to finished grade and planted in sod, native grasses, or other appropriate ground covers, except where approved to be preserved as natural areas, riparian protection areas, or other ecological or indigenous features. This shall include any soil disturbance outside the project site.

- CITY PLANT CRITERIA**
5. All required landscaping shall be planted according to the approved landscaping plan prior to the approval of a final certificate of occupancy.
6. Plant selection shall adhere to the following requirements and specifications:
- 6.1. Street trees shall be selected from the city tree board's list of approved street trees and planted in accordance with the city's tree planting guide. Trees used for landscaping within or around parking lots or open spaces shall be selected with consideration to the city's list of prohibited trees and invasive species.
- 6.2. Trees, shrubs, and perennials shall be hardy in the USDA Cold Hardiness Zone of 6a, which is -5 degrees Fahrenheit to -10 degrees Fahrenheit. Trees, shrubs, and perennials should be hardy in the American Horticultural Society Heat Zone of 7.
- 6.3. The preferred planting season is September through June.
- 6.4. Nursery stock shall meet the most current version of the American Standard for Nursery Stock, and shall be selected in accordance with the following minimum provisions:
- 6.A.1. Large growing trees: 1.5-inch caliper, measured one foot above grade.
- 6.A.2. Small growing trees: 1.5-inch caliper, measured one foot above grade.
- 6.A.3. Conifers and evergreens: five (5) feet in height.
- 6.A.4. Shrubs: 3-gallon container.
- 6.A.5. Perennials: 1-gallon container. Plugs may be used only in bioswales or stormwater detention areas at a ratio of 3 plugs for every 1-gallon perennial.
- 6.A.6. Up to 1/2 of the required shrubs may be substituted for perennials at a minimum ratio of 3 perennials for every 1 shrub required.

- MAINTENANCE**
7. The developer, its successor, and/or subsequent owners of a development shall be responsible for the maintenance of landscaping on a continuing basis for the life of a development in accordance with the approved landscape plan. If the property owner desires to install new landscaping, an amended landscape plan may be approved administratively by the city. All trees, plant material, and landscaping shall be maintained in good condition.
8. If the city determines such trees, plant material, or landscaping to be in violation, it may be ordered that the same be abated by replacing such trees, plant material, or landscaping. If the violation is not abated or otherwise addressed within 60 days, the city may remove and replace the nuisance, or cause the removal and replacement of the nuisance, and charge the owner for the abatement costs thereof.

- EXISTING TREES**
9. Existing Tree Credits
- 9.1. Credit may be granted per existing tree retained of eight-inch caliper or greater. For exact credit amount, contact city officials.
- 9.1.1. To be eligible for credit, existing trees must be in a healthy condition and be properly protected during construction.
- 9.1.2. Protective fencing shall be placed along the drip lines of trees or tree groupings to protect the critical root zone from potential construction damage. No excavation, trenching, construction, driving of vehicles or equipment, storage of materials, or other activity may occur within the fenced area. Protective fencing shall be removed only after all construction has been completed, including final grading.
- 9.1.3. Credit for existing trees shall not count toward trees required for parking lots or street trees.
- 9.1.4. Any existing trees credited under this provision shall not be credited toward replacement trees.
10. Demolition of existing trees:
- 10.1. Trees that are determined to be unhealthy or are located where they could cause a safety hazard shall not be replaced. Any such replacement trees shall be required in addition to the landscaping design standards set forth in this UDO.

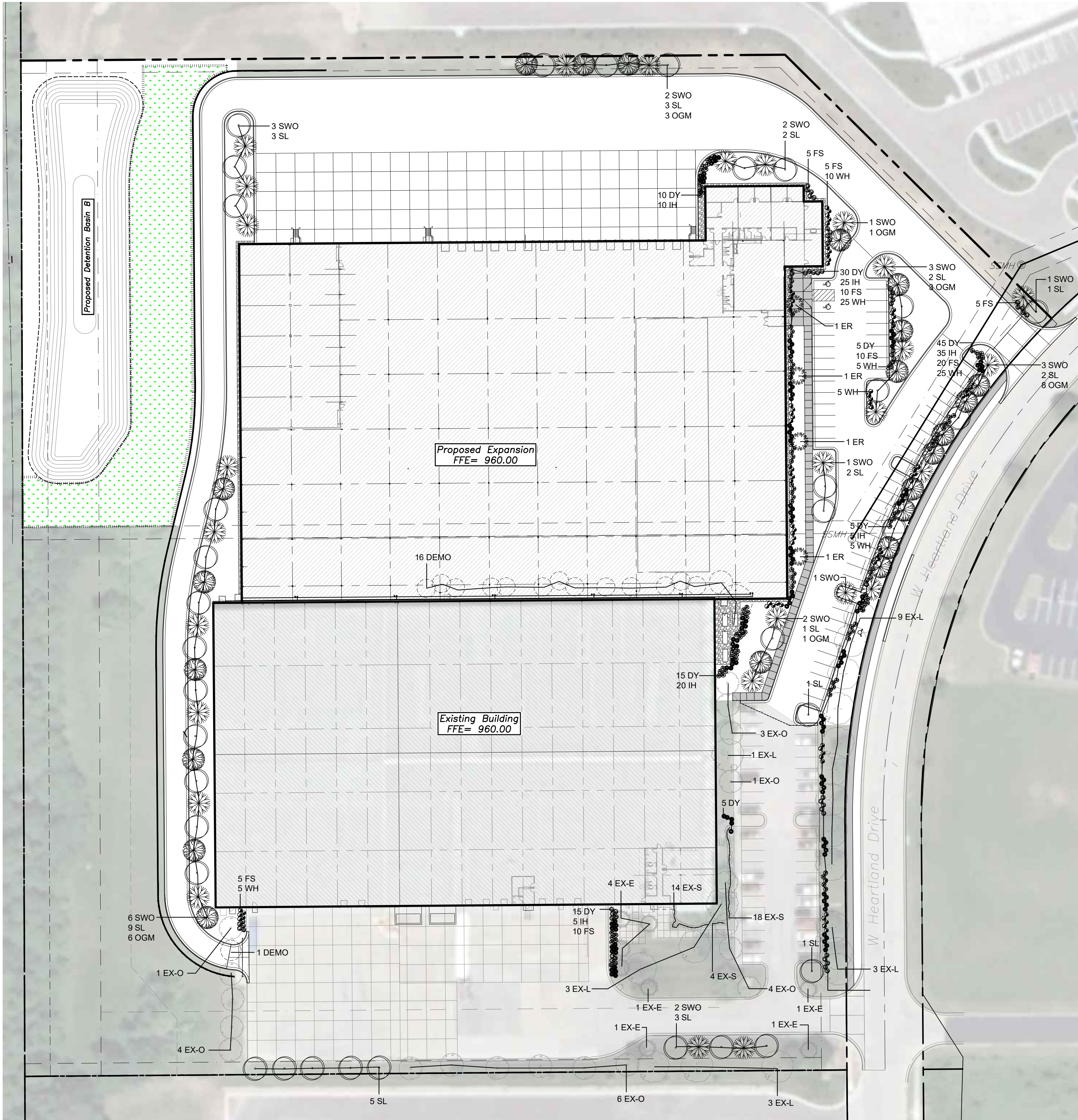
Existing			
	QTY.		SIZE & CONDIT.
LARGE		EX-L	20 < 8" CAL.
		EX-O	19 < 8" CAL.
		EX-E	8 < 8" CAL.
SMALL (ORN)		EX-S	36 < 8" CAL.
		DEMO	-17 SITE TREE TO BE REMOVED

Landscaping Calculations:									
New Addition									
Parking Lot									
Large Trees	54	spaces	/	10	=	5			
Small Trees	54	spaces	/	15	=	4			
Shrubs	54	spaces	/	2	=	27			
Street Trees:									
	402	linear feet	/	50	=	8			
Open Space:									
Large Trees	126,430	sq. ft.	/	3,000	=	42			
Shrubs	126,430	sq. ft.	/	250	=	506			
Existing Trees:									
	-								
Total Required:									
Large Trees							56		
Small Trees							4		
Shrubs		(* 533)					200	*	

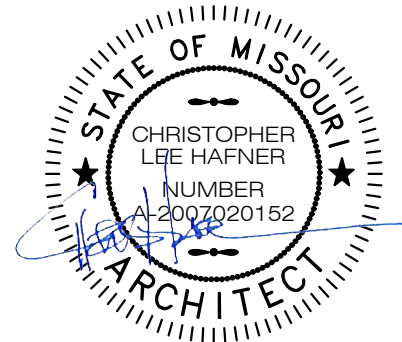
Existing Development									
Parking Lot									
Large Trees	41	spaces	/	10	=	4			
Small Trees	41	spaces	/	15	=	3			
Shrubs	41	spaces	/	2	=	21			
Street Trees:									
	440	linear feet	/	50	=	9			
Open Space:									
Large Trees	95,115	sq. ft.	/	3,000	=	32			
Shrubs	95,115	sq. ft.	/	250	=	380			
Existing Trees: -									
Trees to be removed and replaced - 17									
Large Trees						+ 20			
(Ornamental)						+ 19			
(Evergreen)						+ 8			
Total Small Trees						+ 27			
Shrubs						+ 36			
Total Minimum Required (New and Existing):									
Large Trees						45			
Small Trees						3			
Shrubs				(* 401)		200 *			
Total New Required:									
Large Trees	17 + 45 - (20 + 24/2**)	=				+ 30			
**excess small trees are used to fulfill part of Large Tree requirement									
Small Trees	(3 - 27	=	-24	0					
Shrubs	200 - 36	=	+ 164	+					

Overall									
Parking Lot									
Large Trees	95	spaces	/	10	=	10			
Small Trees	95	spaces	/	15	=	6			
Shrubs	95	spaces	/	2	=	48			
Street Trees:									
	842	linear feet	/	50	=	17			
Open Space:									
Large Trees	221545	sq. ft.	/	3,000	=	74			
Shrubs	221545	sq. ft.	/	250	=	886			
Total Minimum Required:									
Large Trees						100			
Small Trees						6			
Shrubs				(* 934)		400	*		
Additional Plantings Required:									
Large Trees						85			
Small Trees						4			
Shrubs						364	*		
* Reference note 3.3									

PROVIDED		
New Large Trees	85	
Exist. Large Trees	20	
Total Large Trees	105	
New Small Trees	4	
Exist. Small Trees	27	
Total Small Trees	31	
New Shrubs	365	
Exist. Shrubs	36	
Total Shrubs	401	



1 Site Plan
scale: 1" = 50'-0"



NOT FOR
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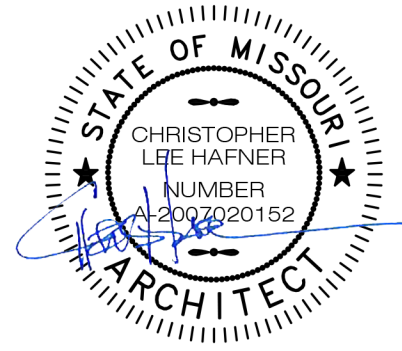
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a building expansion for
Animal Health International
3155 W. Heartland Drive
Liberty, Missouri 64068

date
06.02.2023
drawn by
DAE
checked by
DAE
revisions

sheet number
L1.1

drawing type
FDP
project number
23013



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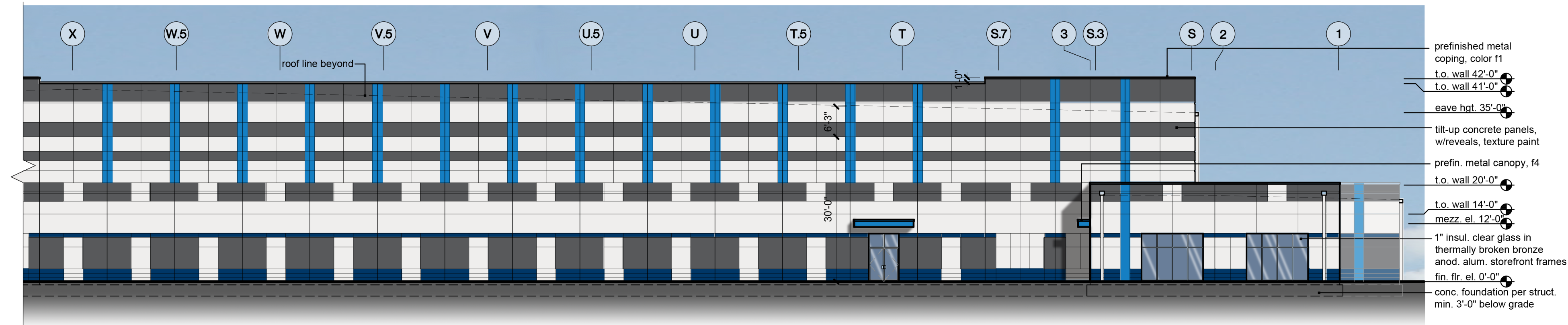
date 06.02.2023
drawn by DAE
checked by DAE
revisions

sheet number

A3.1

drawing type
FDP

project number
23013



1 East Elevation
scale: 1/16" = 1'-0"



2 East Elevation
scale: 1/16" = 1'-0"



3 Overall East Elevation
scale: 3/64" = 1'-0"

exterior materials and finishes:

painting tilt-up concrete wall panels:

pt1 Cool Gray 1
CMYK: 5, 4, 4, 0
RGB: 236, 236, 236
HEX: ECECEC

pt2 Cool Gray 11
CMYK: 0, 0, 0, 80
RGB: 88, 88, 91
HEX: 58585B

pt3 540
CMYK: 100, 55, 0, 55
RGB: 0, 55, 103
HEX: 003767

pt4 7683
CMYK: 83, 43, 0, 0
RGB: 20, 126, 194
HEX: 147EC2

storefront:
anodized aluminum frame, color: match existing dark bronze

glass:
1" insulated clear glass with low-E coating and argon fill
*use SOLARBAN 60 as basis

flashing:
f1 prefinished 24 ga., color: match flashing on existing building
f2 prefinished, color: match existing building
f3 prefinished metal overhead doors:
f4 match doors on existing building

prefinished metal roof canopy:
f5 freestone, color: Terra Cotta

prefinished vertical rib siding:
f6 match existing building

exterior metal doors and frames:
pt5 paint, color: match existing building

roof:
.060 mil TPO membrane, color white, over (2) layers of 2.2"

poly-iso insulation on metal decking per supplier
alternate: prefinished standing seam metal roofing per PEMB

supplier, galvalume finish, with R30 minimum roofing
insulation (VP Thermalift Insulation System)

C. P&Z Case 23-25FDP: Final Development Plan at 3155 Heartland Dr. A 125,000 sq. ft. +/- addition to the existing building for Animal Health International.

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

Chairman Rosekrans asked the commissioners if they had any questions.

Commissioner Personett asked about the open space calculations on the site.

Mr. Peterman stated that the acreage is on the site plan, but was not in the report. He will add that to the report prior to the City Council meeting. The open space on site is 3.38 acres or 27%

Chairman Rosekrans asked the applicant if they wish to speak.

Chris Hafner 4301 Indian Creek Parkway, KC, MO stated he was available for questions.

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

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

Vote: Motion passed 8-0-0

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

No: None

Recusal: None

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR A
125,000 SQ. FT. +/- ADDITION TO THE EXISTING BUILDING FOR
ANIMAL HEALTH INTERNATIONAL AT 3155 HEARTLAND DRIVE
IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for the construction of a 125,000 sq. ft. +/- addition to the existing building at 3155 Heartland Dr. in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on July 11, 2023 and the City Council on July 24, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for the construction of a 125,000 sq. ft. +/- addition to the existing building at 3155 Heartland Dr. in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 23-26FP

Staff: Michael Peterman, City Planner

Date: July 24, 2023

GENERAL INFORMATION

Application: Final Plat for Heartland Meadows, 15th Plat, Lot 3D. Combination of Lots 3A and 3B, Heartland Meadows, 10th Plat

Applicant: Dean Randolph
Davidson A & E
4301 Indian Creek Parkway
Overland Park, KS 66207

Owner: RC Properties VII LLC
760 Whalers Way, Ste. B102
Fort Collins, CO 80525

Location: North of Shepherd Rd on Heartland Dr.

Site Acreage: 12.59 ac

Building Area: 95,000 +/- sq ft existing, 126,430 sq ft addition

Parking: Parking stalls: 54 new, 41 existing, total 95

Existing Land Use/Zoning: Undeveloped / M-1 "Light Industrial"

Future Land Use Map: Flex/Industrial

Surrounding Land Use / Zoning: North: Warehousing / M-1 "Light Industrial"
South: Warehousing / M-1 "Light Industrial"
East: Industrial / M-1 "Light Industrial"
West: Undeveloped / R-1A, "Suburban Residential"

Public Notice: None required

File Date: June 2, 2023

PREVIOUS CASES/SITE HISTORY

P&Z Case 5-027FDP – Final Development Plan for a 60,000 sf warehouse facility was approved July 25, 2005.

P&Z Case 11-40FDP – Final Development Plan for a 35,000 sf expansion was approved November 14, 2011.

P&Z Case 23-25FDP – Final Development Plan for a 126,430 sf building addition at 3155 Heartland Dr. is running concurrently with this application.

DESCRIPTION OF PROPOSAL

Technical Information

This is a proposal for the 15th Plat of the Heartland Meadows, an industrial center. This 15th plat contains 1 lot on 12.6+/- acres. This is a lot combination of lots 3A and 3B of Heartland Meadows 10th Plat to accommodate the expansion of an existing building.

PUBLIC INFRASTRUCTURE

Facility	City Standard	Status
Streets	Direct connection to fully improved street network	The property has direct access to Heartland Drive.
Sanitary Sewer	Direct, gravity flow connection	The site is proposing a direct access connection to an 8" public sanitary sewer main at the northeast corner of the property that runs along Heartland Drive.
Water	Direct connection to City water services	There is direct access to an existing 12" water main along Heartland Dr.
Storm Water	Storm water must be released at an acceptable rate	Storm water will be collected on the property and directed into a combination of storm water quality best management practices and storm water detention basins. Storm water released from the development will be managed to reduce offsite erosion potential or additional erosion prevention measures will be designed and constructed.

STAFF ANALYSIS

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

- 1. The final plat substantially complies with the intent of the comprehensive plan;**
Staff believes this proposal satisfies the intent of the comprehensive plan, future land use map. Commercial and industrial development is appropriate in this location.
- 2. The final plat complies with the provisions of this UDO;**
The proposed plat complies with all standards of the UDO for this site and requires no variances.
- 3. The final plat substantially complies with approved city development standards and policies;**
The proposed plat has direct access to water, sewer, and the public street network and substantially complies with City standards and policies.
- 4. The final plat substantially conforms to the approved preliminary plat;**
This Final Plat does generally comply with the approved preliminary plat

5. All public works elements have been designed to city specifications and certified by the city engineer;

All proposed public utility extensions conform to city specifications and will be certified by the City Engineer in the Public Improvement Plans.

6. All necessary easements, dedications, vacations, and other agreements have been accepted or approved.

All easements and dedications have been reviewed by the City Engineer and will be accepted with the approval of the Public Improvement Plans and recordation of this plat.

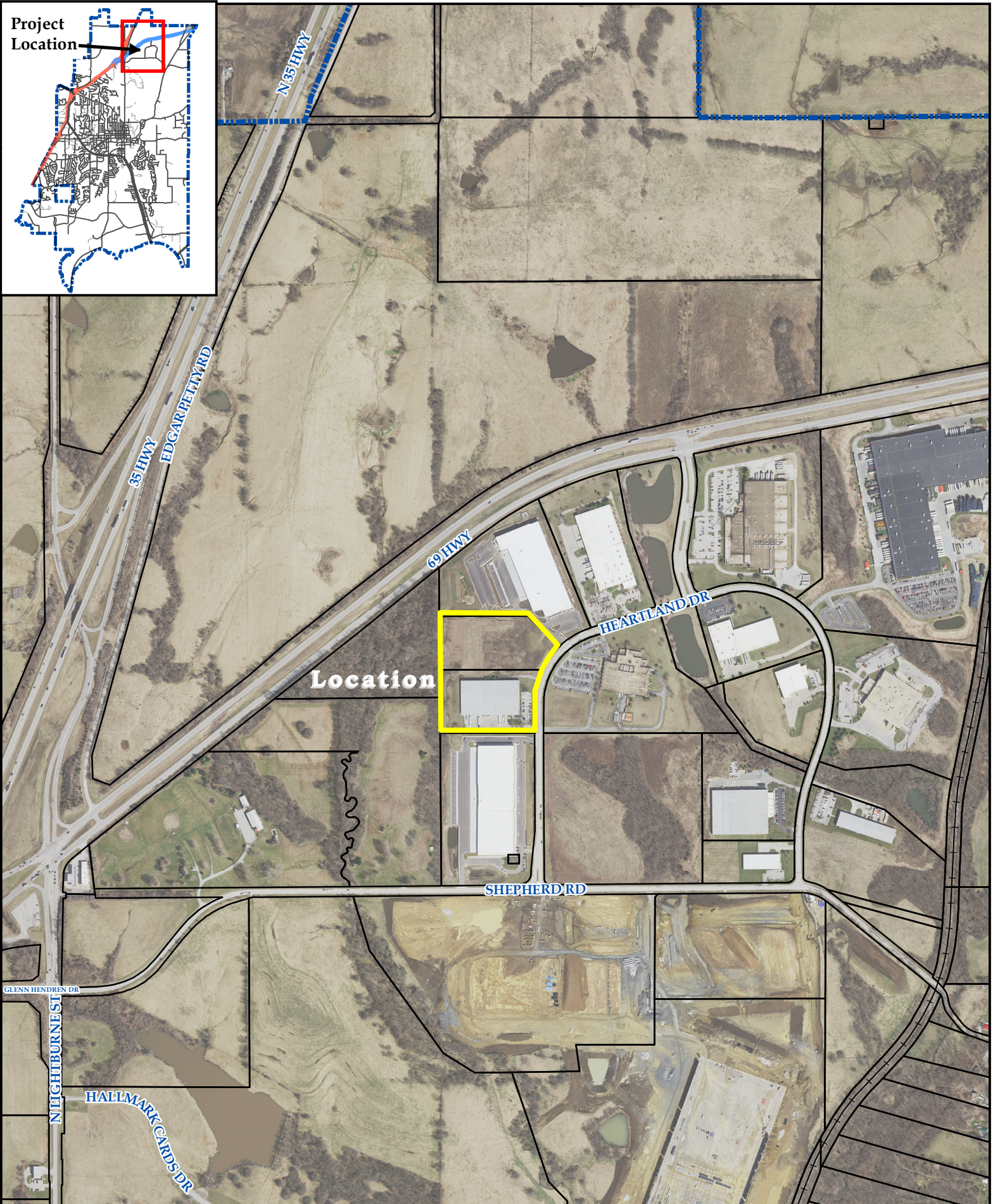
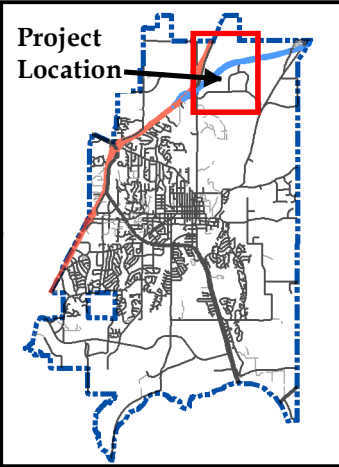
STAFF RECOMMENDATION

Staff finds the application meets the standards of review for a Final Plat in Section 30-28.14 of the UDO and recommends approval of P&Z Case 23-26FP.

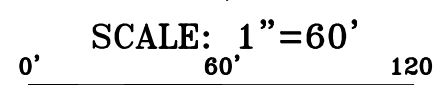
ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Final Plat
Exhibit E:	Minutes Excerpt from Planning & Zoning Commission meeting
Exhibit F:	Ordinance

Project
Location



A RESURVEY AND REPLAT OF LOT 3A, HEARTLAND MEADOWS, TENTH PLAT AND
LOT 3B, HEARTLAND MEADOWS, TWELFTH PLAT,
IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

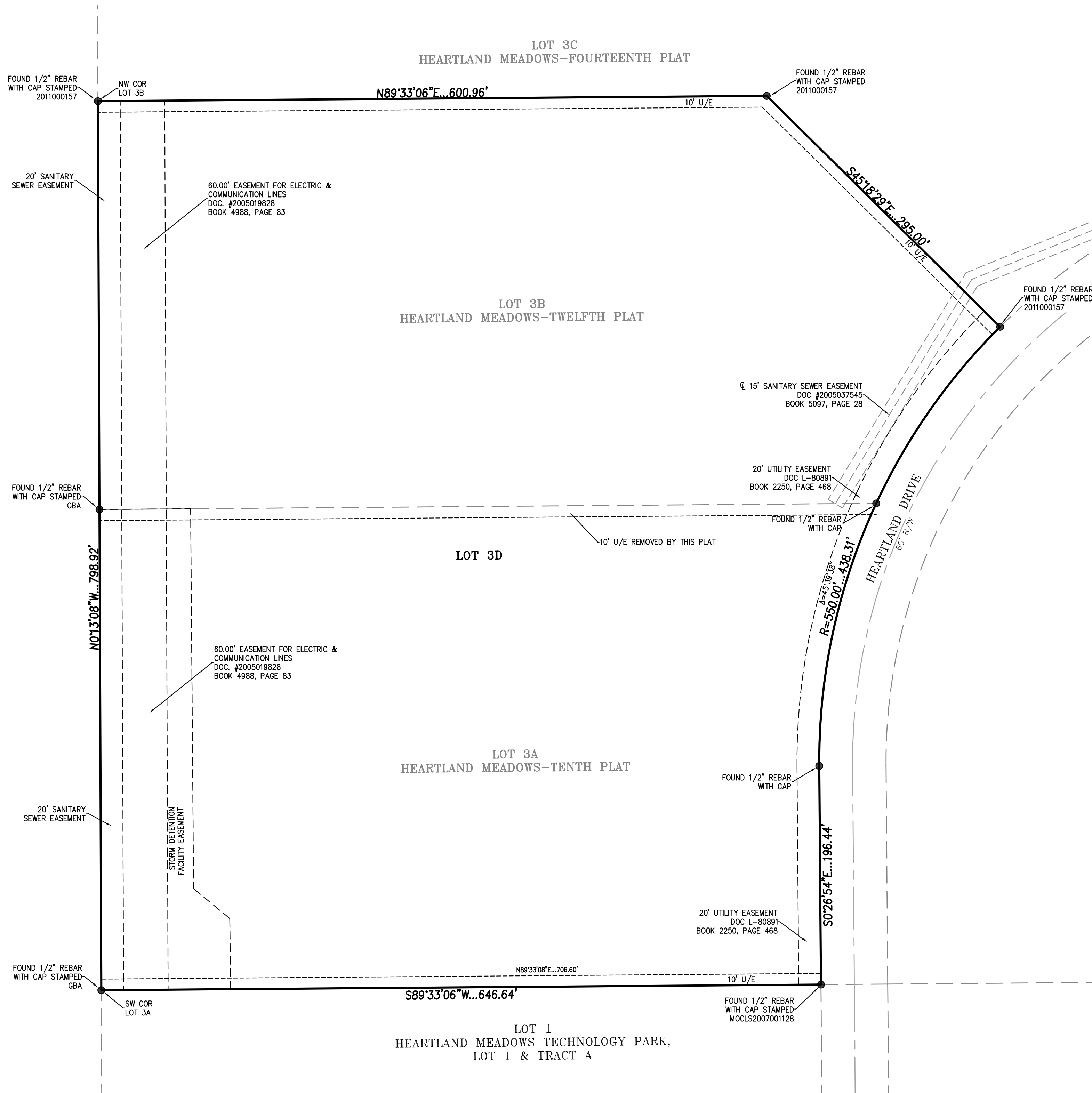


BEARING BASIS:
HEARTLAND MEADOWS, TENTH PLAT

THIS SURVEY MEETS OR EXCEEDS THE ACCURACY
STANDARDS OF AN URBAN CLASS SURVEY AS
DEFINED BY THE MISSOURI STANDARDS FOR
PROPERTY BOUNDARY SURVEYS.

- DENOTES SET 1/2"x24" REBAR W/PHELPS ENG.
MO CLS 2007001128
- DENOTES FOUND 1/2" REBAR W/PHELPS ENG.
MO CLS 2007001128,
UNLESS OTHERWISE NOTED
- DENOTES FOUND MONUMENT,
NO IDENTIFYING CAP UNLESS NOTED

U/E DENOTES UTILITY EASEMENT
B.L. DENOTES BUILDING LINE
(P) DENOTES PLATTED
C/E DENOTES CONSERVATION EASEMENT



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

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

This is a Resurvey and Replat of Lot 3A, HEARTLAND MEADOWS, TENTH PLAT, and Lot 3B, HEARTLAND MEADOWS, TWELFTH PLAT, both being platted subdivisions of land in the City of Liberty, Clay County, Missouri, containing 12.5900 acres, more or less, of replatted land.

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

A non-exclusive easement ("Drainage Easement") is hereby granted to the City of Liberty, Missouri, to locate, construct and maintain and to authorize the location, construction, maintenance and use of surface drainage ways and installations and underground drainage conduits and appurtenances for drainage purposes on, under and along the strips of land outlined on this plot designated "Drainage Easement" or "D/E".

A non-exclusive easement ("Sanitary Sewer Easement") is hereby granted to the City of Liberty, Missouri, to locate, construct and maintain, and to authorize the location, construction, and maintenance of sanitary sewer mains, and appurtenances thereto, over, under and along the strips of land outlined on this plot designated "Sanitary Sewer Easement" or "S/E".

A Non-exclusive Easement ("Stormwater Detention Easement") is hereby granted to the City of Liberty, Missouri, to locate, construct and maintain and to authorize the location, construction, maintenance and use of stormwater detention facilities and installations, stormwater quality BMPs, and underground drainage conduits and appurtenances for drainage, stormwater quality, and detention purposes on, under and along the strips of land outlined on this plat designated as "F/E". Nothing herein shall remove, excuse or release individuals, corporations, property owner associations of any kind, or other entity which is required to mow and maintain, keep in a condition for its intended purpose, drain water from any source, or take other action with respect to the areas within the easements herein granted imposed by city, state, or federal law.

A non-exclusive easement ("Waterline Easement") is hereby granted to the City of Liberty, Missouri, to locate, construct and maintain, and to authorize the location, construction, maintenance and use of conduits, and appurtenances thereto, for water distribution purposes over, under and along the strips of land outlined on this plot designated "Waterline Easement" or "WL/E".

By the granting the above easements, including, without limitation, the Drainage Easement, the Sanitary Sewer Easement, the Stormwater Detention Easement, and the Waterline Easement), the undersigned and its successors and assigns shall not be prohibited from developing any adjoining property or from laying out, establishing and constructing pavement, surfacing of roadways, sidewalks, curbing, gutters, grass, shrubs, fences or sewer grates, lighting, transformers and related equipment (collectively, "Permitted Obstructions") along, upon or across the easement areas or any portion thereof; provided, however, the undersigned and its successors shall keep the easement areas free from any buildings and any other permanent structures (except the Permitted Obstructions) which will interfere with the grantees in exercising upon said easement areas for the purposes herein provided.

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

RC PROPERTIES VII, LLC

Name: Robert Hummel, Member

STATE OF)
) SS
COUNTY OF)

BE IT REMEMBERED that on this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for said County and State, came Robert Hummel, Member of RC Properties VII, LLC, who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said Association, and such person duly acknowledged the execution of the same to be the act and deed of the same.

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

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVED by the Planning and Zoning Commission of the City of Liberty, Clay County, Missouri, this ____ day of _____, 2023.

Chairperson: XXXXXXXX

APPROVED by the City Council of the City of Liberty, Clay County, Missouri, this day of , 2023

Attest: _____

Mayor: XXXXXX

Deputy City Clerk: XXXXX

Public Works Director: XXXXX

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



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

CERTIFICATE OF AUTHORIZATION
MISSOURI
LAND SURVEYING-2007001128
ENGINEERING-2007005058

CERTIFICATE OF AUTHORIZATION
MISSOURI
LAND SURVEYING-2007001128
ENGINEERING-2007005058



PLANNING
ENGINEERING
IMPLEMENTATION

PHELPS ENGINEERING, INC.

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

D. P&Z Case 23-26FP: Final Plat to combine 2 lots at Heartland Meadows Industrial Park for a building addition at 3155 Heartland Drive.

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.

Chris Hafner 4301 Indian Creek Parkway, KC, MO stated he was available for questions.

Chairman Rosekrans stated that he was appreciative of the great work that was done with Heartland Meadows Industrial Park in the planning stages and that the good design of the park lends to the ability for companies to move in there and expand operations to stay in the city.

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

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

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

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR
HEARTLAND MEADOWS, 15TH PLAT, LOT 3D IN THE
CITY OF LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final plat for Heartland Meadows, 15th Plat, Lot 3D in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning and Zoning Commission on July 11, 2023 and City Council on July 24, 2023; and

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

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

SECTION I

The City Council hereby accepts and approves a final plat for Heartland Meadows, 15th Plat, Lot 3D, in the City of Liberty, Clay County, Missouri the legal description of which follows:

Resurvey and Replat of Lot 3A, HEARTLAND MEADOWS, TENTH PLAT, and Lot 3B, HEARTLAND MEADOWS, TWELFTH PLAT, both being platted subdivisions of land in the City of Liberty, Clay County, Missouri, containing 12.5900 acres, more or less, of replatted land.

Lot 3A, HEARTLAND MEADOWS, TENTH PLAT, a subdivision of land in the City of Liberty, Clay County, Missouri.

Lot 3B, HEARTLAND MEADOWS, TWELFTH PLAT, a subdivision of land in the City of Liberty, Clay County, Missouri.

SECTION II

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

ORDINANCE NO. _____ (CONT.)

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 24, 2023
A/R No.: 2023-581

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: ORDINANCE AMENDING ORDINANCE NO. 11748. APPROVING A FIVE-YEAR AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING WITH CRAWFORD, MURPHY & TILLY, INC. (CMT) BY AUTHORIZING TASK ORDER NO. 2 IN AN AMOUNT NOT TO EXCEED \$38,905.00

Summary:

City staff identified two locations where detailed design is required to provide ADA-compliant curb ramps. The need for design was based on a site visit which determined that severe grade issues, existing steps, an existing monument, potential for small retaining walls and the need to provide continuity of existing sidewalks would require design.

- (2) locations identified as needing survey and design to provide ADA-compliant travel.
 - Kansas Street and South Jewell (East Side)
 - Kansas Street and N Jewell (East Side)
- This task order will provide for the design of site specific ADA compliant improvements-
- A Task Order with On-Call Professional Engineer, Crawford, Murphy & Tilly Inc. (CMT) has been negotiated.
- CMT is an on-call engineering firm for the City.
- Recommend approval of an ordinance authorizing On-Call Professional Engineering for ADA compliant crossing design.

Background:

City staff identified two locations where detailed design is required to provide ADA-compliant curb ramps. The need for design was based on a site visit which determined that severe grade issues, existing steps, an existing monument, potential for small retaining walls and the need to provide continuity of existing sidewalks would require design.

Location 1: Kansas Street and South Jewell (East Side)

There is a desire to allow the southside of Kansas Street sidewalk to continue east across South Jewell Street to provide access to the sidewalk across the street. This will provide the best access to the start of a trail connection to William Jewell College and the sidewalk on the eastside of S Jewell Street. The existing ADA corner at the southwest corner of Kansas Street and South Jewell Street was recently removed because access across the street did not exist due to the steep grades on the opposite side of the street. It is desired to have an ADA compliant crossing of South Jewell Street.

Location 2: Kansas Street and N Jewell East Side

The northeast corner of Kansas Street and N Jewell currently has steps located at the corner. This location will require detailed sidewalk design, surveying, and small retaining walls to provide ADA corner access to the sidewalks. There is also a William Jewell College Monument at the corner that will need to be designed around, at the northeast corner. Additional work will include the design of an ADA sidewalk connection from the northeast corner across Kansas Street to the south as a new connection location.

City staff developed a scope of work for the engineering assessment and design of site-specific ADA corner locations. The project includes survey, design and production of construction level plans for the selected improvements.

The City selected CMT Inc. for the project. A five year on-call professional engineering services agreement with CMT was approved by City Council on March 27, 2023 by Ordinance No. 11748. The City utilizes a "Task Order" process which defines the scope and cost of the on-call professional engineering services requested.

Task Order Number 1 for Road Barrier System Design was approved by City Council on May 22, 2023 by Ordinance No. 11748 for \$91,570.00 on May 22, 2023.

The City will utilize on-call engineering consultant CMT, Inc. to further assess and design improvements for the locations specified above. The current proposal for full design up to production of construction level plans is \$38,905.00.

City staff recommends approving the amendment to Ordinance No. 11748 by approving On-Call Engineering Task Order #2 with CMT, Inc. for The Jewel St. Curb Ramp Improvement in the amount not to exceed \$38,905.00

Previous Action (if applicable):

NA

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Completed May 18, 2023
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 52.75.607.14.5625	Amount: \$38,905.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. 2023-581 TO 2 - CMT ORD

2. Liberty TO 2 - Jewell Street Curb Ramps Signed CMT

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 11748, APPROVING A FIVE-YEAR AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING WITH CRAWFORD, MURPHY & TILLY, INC. (CMT) BY AUTHORIZING TASK ORDER NO. 2

WHEREAS, a five-year agreement for On-Call Professional Services with CMT Engineering, Inc. was approved on March 27, 2023 by Ordinance No. 11748; and

WHEREAS, Task Order No. 1, in an amount not to exceed \$91,570.00 for the Road Barrier System Design of three select locations was approved on May 22, 2023 by Ordinance No. 11776; and

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

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves on-call professional engineering Task Order #2 by and between the City of Liberty and CMT, INC for the Jewell St. Curb Ramp Improvement in an amount not to exceed THIRTY EIGHT THOUSAND NINE HUNDRED FIVE AND 00/100 DOLLARS (\$38,905.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract amendment as described in Section I of this Ordinance.

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

Task Order

In accordance with Section 4 of the Agreement for On-Call Professional Engineering Services between Owner and Engineer, dated _March 27,2023_ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- a. Title: __Jewell St. Curb Ramp Improvement_____
- b. Description: __Evaluation & Implementation of roadside protection at three locations within the City of Liberty. See Exhibit A for further information. _____

2. Services of Engineer

Engineer shall have those responsibilities set forth in Exhibit A.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Exhibit B.

4. Times for Rendering Services

5. Payments to Engineer

- a. Owner shall pay Engineer for services rendered as follows:
- b. The terms of payment are set forth in Section 5 of the Agreement and in Exhibit C.

6. Consultant (s) (including subs):

- a. Crawford, Murphy & Tilly (prime)
- b. OWN Engineering

7. Other Modifications to Agreement:

8. Attachments:

9. Documents Incorporated by Reference: Agreement for On-Call Professional Engineering Services dated _3/27/2023_. This includes all Attachments to that Agreement (Attachment A – Attachment C inclusive).

10. Ordinance or Resolution (if applicable):

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

The Effective Date of the Task Order is _____, 2023.

OWNER:

ENGINEER

By: City of Liberty

Crawford, Murphy & Tilly, Inc.

Name: _____

Name: Steven P. Furr

Title: _____

Title: SENIOR VICE PRESIDENT

Engineer License or Firm's

Certificate No. 000631

State of: MISSOURI

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Joshua Martinez

Name: Jerry Bollinger

Title: Capital Projects Engineer

Title: Project Manager

Address: 101 E Kansas St, Liberty Mo, 64068

Address: 1627 Main St., Ste. 700,
Kansas City, MO 64108

E-Mail
Address: jmartinez@libertymo.gov

E-Mail
Address: gbollinger@cmtengr.com

Phone: 816-439-4502

Phone: (317) 492-9173

Fax: _____

Fax: _____

EXHIBIT A

Exhibit A: Scope of Work

General Project Description and Scope of Work

The project consists of designing and preparing construction ready plans for the following (2) project locations:

1. Intersection of N. Jewell St and E Kansas St.
2. Intersection of E. Kansas St. and S. Jewell St.

The project includes the Professional Engineering analysis and design for the construction of ADA compliant transitions, ramps and landings at the identified locations. Work is to meet current Federal ADA standards as well as the technical specifications and design criteria of the City of Liberty.

The intention of this project is to:

- Provide ADA compliant paths of travel.

Easements and right of way acquisition are not anticipated, however the ENGINEER shall determine whether or not any easement or right of way acquisitions are necessary based on the extents of the proposed designs.

Engineering is funded with City of Liberty funds in City Fiscal Year 2023.

Scope of Services

The following scope of services is provided for the project, subject to final negotiations and contract approval:

The ENGINEER shall furnish and perform the various professional duties and services described following as part of this contract;

A. Preliminary Design Phase:

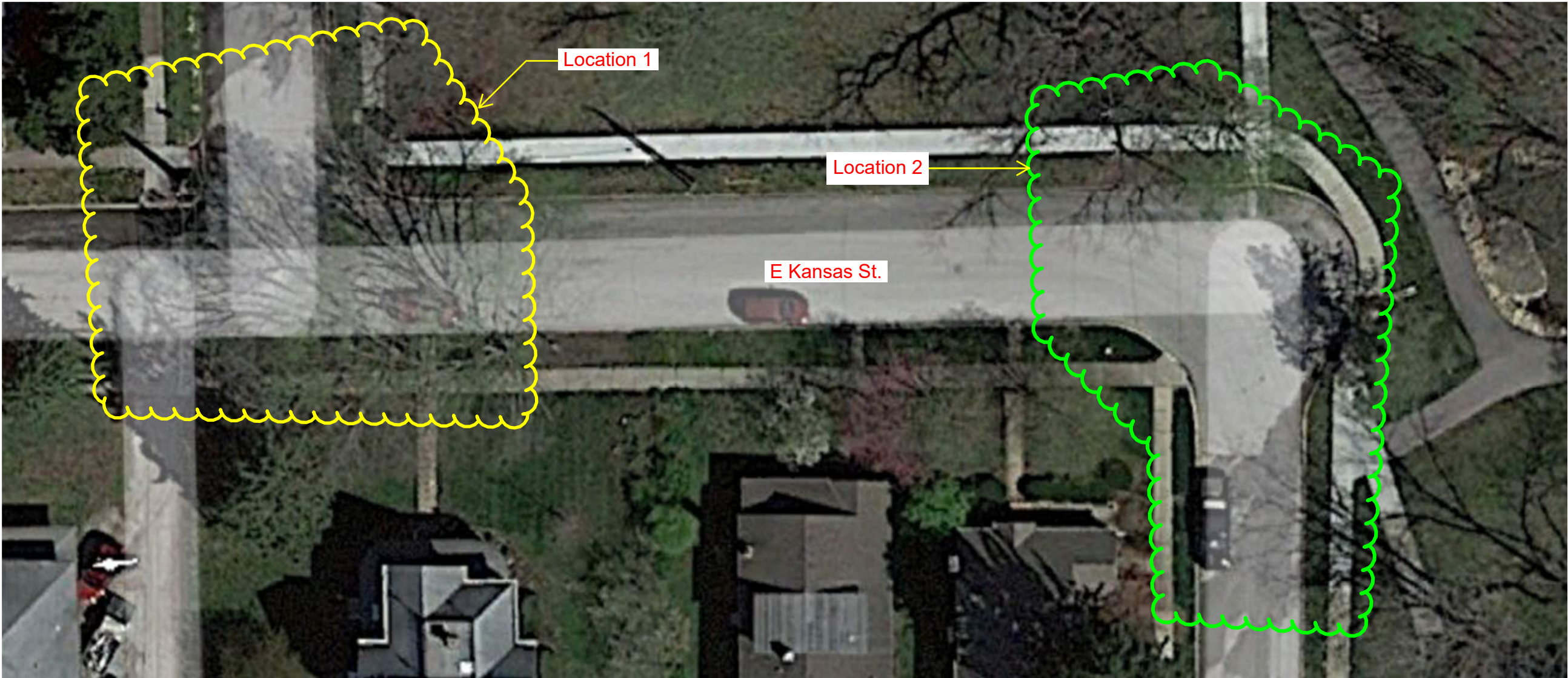
- a. Field verify the existing site conditions from all available as-built plans or other infrastructure information (e.g. GIS).
- b. Conduct surveys to enable design. Extent of survey limits to be left to the ENGINEER.
- c. Develop recommended layouts for each site. A maximum of two alternatives shall be developed for the curb ramps adjacent to the historic column. Proposed improvements shall be compliant with Federal ADA standards and City of Liberty Technical Specifications and Design Criteria.
- d. Prepare preliminary plans (60%) of the improvements and submit to OWNER for review.
- e. Prepare preliminary cost estimates for the project based on 60% plans and submit to OWNER for review.

- B. Prepare Final Plans (100%) in accordance with 60% review comments. These plans would be considered complete and include final quantities for all items, and construction details.
 - i. 100% plans will be submitted for OWNER final approval for construction.
 - ii. 100% plans shall be provided to the OWNER as a thumb drive with plans in AutoCAD and PDF format.
- b. Prepare and submit Final Cost Estimate (100%).
 - i. Estimate to include all improvements and add alternates.
- c. Prepare and submit any required special provisions.
- C. Bidding Phase
 - a. Not a part of this SOW or contract.
- D. Construction Phase
 - a. Not a part of this SOW or contract.
- E. As-Built Phase
 - a. Not a part of this SOW or contract.

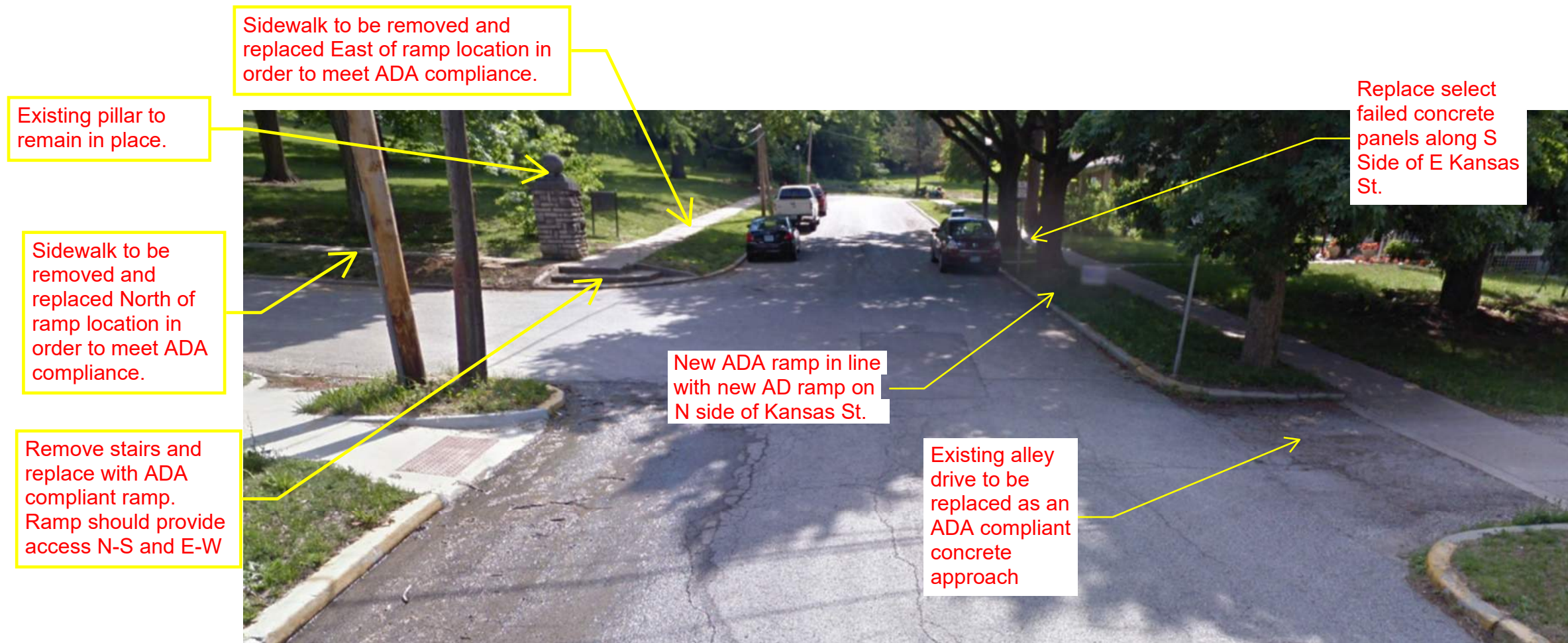
The following task items are not included in the Scope of Work and are considered excluded from the fee justification. They could be included through a supplemental agreement.

- Structural engineering/wall design

Exhibit B: Site Locations



LOCATIONS 1 & 2



Location 1



Location 2

EXHIBIT B

Owner Responsibilities

The Owner shall have those responsibilities set forth as follows:

- a. Provide available construction drawings or as-built drawings of infrastructure within and adjacent to the project area.
- b. Provide timely review and comments of Sketch and Preliminary submittal documents.
- c. Provide electronic copy (Word) of City standard bid documents and technical specifications for review by Consultant to determine supplemental information required.

EXHIBIT C

CRAWFORD, MURPHY & TILLY, INC.
 CONTRACT ATTACHMENT - EXHIBIT B - 202318 PROFESSIONAL SERVICES COST ESTIMATE

CLIENT CITY OF LIBERTY, MO
 PROJECT NAME 23-002 CURB RAMP IMPROVEMENTS
 CMT JOB NO. 23005481-01

Prep By	GTB
DATE	06/27/23
Apprvd	AM
DATE	06/27/23

TASK NO.	TASKS \ CLASSIFICATIONS	PRINCIPAL	SR PROJECT ENGR MANAGER	PROJ ENGR PROJ ARCH	SENIOR ENGINEER SENIOR ARCHITECT	SENIOR PLANNER	ENGINEER ARCHITECT	LAND SURVEYOR	SENIOR TECHNICIAN	TECHNICAL MGR PLANNER	TECHNICIAN II	TECHNICIAN I	ADMIN ASSISTANT CLERK	MAN HOURS & LABOR SUMMARY
	CURRENT YEAR 2023 HOURLY RATES	\$275.00	\$265.00	\$230.00	\$185.00	\$165.00	\$165.00	\$185.00	\$165.00	\$170.00	\$140.00	\$120.00	\$80.00	TOTAL
	TOPOGRAPHIC SURVEY COLLECTION													
	GEOTECHNICAL INVESTIGATIONS													
	ROAD DESIGN													
	DATA COLLECTION						5							5
	UTILITY COORDINATION			3	6									9
	PRELIMINARY SKETCH													
	PRELIMINARY PLANS			6	16		42				30			94
	FINAL PLANS			4	6		12				8			30
	MEETINGS			6			6				2			14
	CONSTRUCTION PHASE SERVICES													
	QUALITY ASSURANCE		2	8	4		2						6	22
	PROJECT MANAGEMENT			17										17
	TOTAL MAN HOURS		2	44	32		67				40		6	191
	SUBTOTAL - BASE LABOR EFFORT		\$530	\$10,120	\$5,920		\$11,055				\$5,600		\$480	\$33,705
TASKS (CONTINUED)		TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES										TOTAL EXPENSE	TOTAL FEE
			TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP- MENT	SUBS OWN	SUBS	SUBS	OTHER	OTHER	OTHER		
	TOPOGRAPHIC SURVEY COLLECTION						\$5,100						\$5,100	\$5,100
	GEOTECHNICAL INVESTIGATIONS													
	ROAD DESIGN													
	DATA COLLECTION	\$825												\$825
	UTILITY COORDINATION	\$1,800												\$1,800
	PRELIMINARY SKETCH													
	PRELIMINARY PLANS	\$15,470												\$15,470
	FINAL PLANS	\$5,130			\$24								\$24	\$5,154
	MEETINGS	\$2,650	\$75										\$75	\$2,725
	CONSTRUCTION PHASE SERVICES													
	QUALITY ASSURANCE	\$3,920												\$3,920
	PROJECT MANAGEMENT	\$3,910												\$3,910
	TOTALS	\$33,705	\$75		\$24		\$5,100						\$5,199	\$38,904
	TIME PERIOD OF PROJECT	2023	2024	2025	2026	TOTAL	EST % OF OT HRS INCLUDED ABOVE						MULTI-YEAR + OT	
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%				100%	AVERAGE OVERTIME RATE PREMIUM					15%	MLTPLR & AMT	
	WEIGHTING FACTOR FOR 2% ANNUAL ADJUSTMENT	1.0000				1.0000	OT ADJUSTMENTFACTOR						1.0000	
	ESTIMATED CONTINGENCY													
	ROUNDING												ROUNDING	\$1
	TOTAL FEE	MATH CROSS CHECK IS OK												\$38,905



WeAreOwn.com

941 W. 141st Terrace 866.866.2741
Kansas City, MO 64145 info@weareown.com

CIVIL ENGINEERING

STRUCTURAL ENGINEERING

LAND SURVEYING

FIELD SERVICES

Project Proposal for

Topographic Survey - Task Order 2 for Liberty, MO

E Kansas St & Jewell St, Liberty, MO 64068



Crawford, Murphy & Tilly Engineers & Consultants
Jerry Bollinger PE, PTOE, RSP1
1627 Main Street, Suite 600
Kansas City, MO 64108
317-492-9173
gbollinger@cmtengr.com

MAY 26, 2023

Proposal # 23PKC2-23-0060



Engineering Beyond.

OWN, Inc. is an employee-owned engineering firm. Our core offerings include Civil Engineering, Structural Engineering, Land Surveying, and Field Services. Our talented team helps shape the built environment across the country from our offices in Missouri, Kansas, Arkansas, and Florida. No matter the project or scope, our clients enjoy problem solving and service that goes beyond the expected.



Principles

We believe in the value of relationships that last. That it's appreciated when you handle things with the attention and urgency you'd expect of a friend. And asking bigger questions will lead to better solutions. No matter if the challenge we're solving is massive or mundane, our approach is rooted in the principles that guide our work each day:

- OWNERS DO IT BETTER
- RESPONSIVENESS IS A SUPERPOWER
- SUCCESS IS NOT A LIMITED RESOURCE
- FUN MATTERS
- PEOPLE ARE AT THE CENTER OF IT ALL

Services

CIVIL ENGINEERING

- DEVELOPMENT SERVICES
- SITE DESIGN
- CONCEPTUAL DESIGN
- DUE DILIGENCE
- PERMITTING
- COMMUNITY ENGAGEMENT
- FUNDING ASSISTANCE
- ROADWAY DESIGN
- TRAFFIC
- BRIDGE
- SIDEWALKS & TRAILS
- STORMWATER
- WASTEWATER
- WATER

LAND SURVEYING

- BOUNDARY/ALTA SURVEYING
- TOPOGRAPHIC SURVEYING
- HYDROGRAPHIC SERVICES
- PHOTOGRAMMETRY (DRONE)

STRUCTURAL ENGINEERING

- STRUCTURAL BUILDING DESIGN
- FOUNDATION DESIGN
- STRUCTURAL EVALUATION
- FORENSIC ENGINEERING
- STRUCTURAL INSPECTION

FIELD SERVICES

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- DRILLING
- CONSTRUCTION INSPECTIONS
- CONSTRUCTION MATERIAL TESTING (CMT)



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MAY 26, 2023

Crawford, Murphy & Tilly Engineers & Consultants
Jerry Bollinger PE, PTOE, RSP1
1627 Main Street, Suite 600
Kansas City, MO 64108
317-492-9173
gbollinger@cmtengr.com

Re: **OWN Proposal # 23PKC2-23-0060**
Topographic Survey - Task Order 2 for Liberty, MO -E Kansas St & Jewell St, Liberty, MO 64068

Dear Jerry,

OWN, Inc., formally Anderson Engineering, appreciates the opportunity to provide our Professional Survey services for your project. Below is listed our scope of services anticipated for this project. OWN shall provide land surveying services as described in this proposal agreement for a topographic survey for sidewalk ADA repairs at E Kansas St & Jewell St, Liberty, MO 64068.

TOPOGRAPHIC SURVEY	\$5,250
• Establish right-of-way lines. • Locate utilities as marked by Missouri 811. • Topographic survey of existing roadway and sidewalks.	

TOTAL FEE FOR THE ABOVE SERVICES	\$5,250
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OTHER

This proposal includes one set of reviews with the local governmental agency identified above. If additional reviews are required not as a result of errors by Anderson Engineering, then that additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

This proposal is valid for acceptance within 60 days from the date on this proposal. This proposal includes providing two sets of signed plans and one set of technical specifications.

ASSUMPTIONS

We have also assumed that all right of ways, easements, property ownership issues, and private utilities affecting the project will be provided by you to us. OWN will call Missouri 811 to identify public utilities. Utility information shown will be based on Subsurface Utility Engineering (S.U.E) Standard of Care Quality Level B which states: *"Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities."*

GENERAL INFORMATION

Please note that any changes in the scope of work to be performed, or changes in the information provided to us, such as changes in the location of buildings or parking areas, proposed utility design changes, which results in additional work will be billed at our standard hourly charge rates in addition to the fees listed above.



There are many additional, related services that OWN could perform, but this proposal is limited in nature, and does not include any design services, geotechnical exploration or testing, or any other service not expressly listed above. This proposal also does not include collecting and providing as-built information, the preparation of easement documents .

Invoices are due upon receipt regardless of whether the client has been, or is to be, reimbursed by any other party. A service charge of one and one-half percent per month is assessed on accounts 45 days past due. A WORK AUTHORIZATION AGREEMENT form and GENERAL CONDITIONS statement is provided for your signature. Should you have any questions regarding these proposals, please give us a call. Again, we want to thank you for the opportunity to be of service and we look forward to working with you on this project.

Sincerely,

Samuel J. DePriest PLS KS, MO
Survey Manager



OWN, Inc. (hereinafter referred to as "OWN") is pleased to provide the services described below.

The purpose of this AGREEMENT is to obtain your authorization for the work requested by the CLIENT and confirm the TERMS AND CONDITIONS under which these services are provided, as hereinafter referred to:

The "CLIENT" is:

Crawford, Murphy & Tilly Engineers & Consultants

Address:

1627 Main Street, Suite 600, Kansas City, MO 64108

The "PROJECT" is:

Topographic Survey - Task Order 2 for Liberty, MO

Location:

E Kansas St & Jewell St, Liberty, MO 64068

TERMS AND CONDITIONS

- I. GENERAL CONDITIONS (numbered 1 through 19 as shown on next page)
- II. SCOPE OF WORK DETAILED: Proposal # 23PKC2-23-0060 dated MAY 26, 2023
- III. SPECIAL CONDITIONS
- IV. FEES AND COMPENSATION as described in above-referenced proposal
- V. PAYMENT is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party.

CLIENT ACCOUNTS PAYABLE INFORMATION:

AP Contact Name: _____ AP Contact Phone Number: _____

AP Email Address: _____

ACKNOWLEDGMENTS

OWN, INC.

AUTHORIZED AND AGREED TO BY CLIENT:

Samuel J. DePriest PLS KS, MO
Survey Manager

Signature

Print Name and Title

MAY 26, 2023

Date

Date



1. PAYMENT TERMS: OWN will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one-and-one-half percent (1½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including OWN's reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: OWN maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. OWN has insurance under public liability and property damage which OWN deems to be adequate. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: OWN will use that degree of care and skill ordinarily exercised under similar conditions by members of the profession currently practicing in the same or similar locality and at the same time. OWN agrees to perform the services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the services and that in effect as of the date when the services are provided. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RISK ALLOCATION: Due to the very limited benefit OWN will derive from this project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN'S WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF \$25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT shall furnish right-of-entry on the property for OWN employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. OWN will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires OWN to restore the property to its former condition, OWN will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by OWN as instruments of service pursuant to this Agreement, shall be the sole property of OWN. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and shall not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by OWN, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of OWN. Any unauthorized use or modification of such documents shall be at CLIENT'S sole risk and CLIENT shall indemnify, defend and hold harmless OWN against any liability arising from or related to such unauthorized use or modification. At the request and expense of the CLIENT, OWN will provide the CLIENT with copies of documents created in the performance of the work for a period not

exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by OWN, the CLIENT agrees that all such electronic files are instruments of service of OWN, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of OWN. The CLIENT further agrees to waive indemnify the OWN against any and all claims against OWN resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than OWN. The CLIENT and OWN agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the contract. Any changes to the electronic specifications by either the CLIENT or OWN are subject to preview and acceptance by the other party. Additional services by OWN made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by OWN and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWN, its officers, directors, employees and sub-consultants (collectively, OWN) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than OWN or from any reuse of the electronic files by CLIENT or anyone else to whom CLIENT has provided the electronic files without the prior written consent of OWN.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by OWN and OWN makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall OWN be liable for indirect or consequential damages as a result of OWN's services or the CLIENT's use or reuse of the electronic files.

8. SAFETY: Should OWN provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. INSURANCE. OWN agrees to maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, OWN will maintain Professional Liability Insurance for OWN's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

10. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: OWN shall have no control over and shall not be responsible for construction



means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. OWN shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site, or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

11. CLIENT'S OBLIGATIONS: CLIENT shall, at its sole expense: (i) provide all information and documentation regarding CLIENT requirements, the existing site, and planned improvements necessary for the orderly progress of the services; (iii) site restoration and repair, as needed following field investigations; (iv) establish and update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or services; and (v) timely respond to requests for information and timely review and approve all design deliverables. OWN shall be entitled to rely on all information and services provided by CLIENT.

12. ENVIRONMENTAL HAZARDS: CLIENT acknowledges that the services do not include the detection, investigation, evaluation, or abatement of environmental conditions encountered by OWN in performance of the services, including but not limited to mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the project site. CLIENT shall indemnify, defend and hold OWN harmless from and against any and all claims relating to the actual or alleged existence or discharge of such materials.

13. LOCATION OF EXISTING MAN-MADE OBJECTS AND DIFFERING, CONCEALED OR UNKNOWN CONDITIONS: It shall be the responsibility of the CLIENT or his authorized representative to disclose the presence and accurate location of all subsurface man-made objects relative to the work being performed. Furthermore, IF OWN encounters conditions at the project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to OWN or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, OWN will, if practicable, promptly notify CLIENT before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. OWN assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in OWN's cost of, or time required for performance of any part of the Services, OWN's compensation and time for performance will be equitably increased. CLIENT AGREES to waive, indemnify, defend and save harmless OWN from all claims, suits, losses and expenses (including but not limited reasonable attorney's fees) resulting from differing, concealed or unknown conditions.

14. SUSPENSION OF SERVICES/TERMINATION: OWN may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event OWN determines there may be a significant risk that OWN's invoices may not be paid on a timely basis OWN may suspend performance and/or retain any reports or other information until Client provides OWN with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching CLIENT unless the event(s) giving rise to the breach are remedied within that time frame.

15. FORCE MAJEURE: OWN will not be liable to CLIENT for delays in performing the services or for any costs or damages that may result from:

labor strikes; riots; war; acts of terrorism; pandemics; epidemics; acts or omissions of governmental authorities, the project CLIENT or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of OWN.

16. INDEMNITY: OWN agrees to indemnify and hold harmless the CLIENT and its officers, directors and employees from and against losses, damages, judgments and expenses (including reasonable attorney's fees) (collectively "Losses") provided that such Losses are caused, on a comparative basis of fault, by the negligent acts, errors and omissions of OWN or their consultants in the performance of the services pursuant to this Agreement.

17. NO THIRD-PARTY BENEFICIARIES: This Agreement is solely for the benefit of OWN and CLIENT. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of OWN or CLIENT in favor of such third parties. Further, OWN assumes no obligations or duties other than the obligations to CLIENT specifically set forth in this Agreement. OWN shall not be responsible for CLIENT obligations under any separate agreement with any third-party.

18. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

19. CERTIFICATIONS/CONSENTS: OWN shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in OWN having to certify the existence of conditions whose existence OWN cannot ascertain. Any certificate will state that it is based on the best of the OWN's knowledge, information and belief.



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 24, 2023
A/R No.: 2023-590

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant
Director Parks

Subject: ORDINANCE APPROVING A CONTRACT FOR EQUIPMENT AND
INSTALLATION SERVICES WITH MIKE HAGEN ELECTRIC FOR OVERHEAD
SPORT COURT LIGHTING ADDITIONS AT THE NEW PICKLEBALL COURTS IN
WESTBORO/CANTERBURY PARK FOR AN AMOUNT NOT TO EXCEED
\$21,150.00

Summary:

- Since opening the original pickleball facility in 2019, the Parks and Recreation Department has experienced a dramatic growth in the popularity of the sport, including the call for additional courts, parking, instructional opportunities and tournament space.
- The City of Liberty Parks and Recreation Master Plan (Goal 2, Objective 2.2) recommends providing more space for outdoor recreation by adding four additional pickleball courts at Westboro/Canterbury Park.
- Addressing this goal, Ordinance No. 11753 was approved by the City Council on March 27, 2023, authorizing the construction of four additional courts, sidewalks and a parking lot. Overhead lights were not included in that ordinance.
- Park staff posted a public invitation to bid for overhead sports court lighting that closed June 29, 2023. Mike Hagen Electric was the only bidder.
- This project is part of the City's budgeted one-time Use Tax funds to add lights to the four newly constructed pickleball courts for a cost not to exceed \$21,150.00
- Staff recommends Mike Hagen Electric for the addition of overhead sports court lights to the newly-constructed pickleball courts.

Background:

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

In an effort to fulfill a portion of these requests and address Goal 2, Objective 2.2 of the Parks and Recreation Master Plan, Ordinance No. 11753 was approved by City Council on March 27, 2023, authorizing the construction of four additional courts, sidewalks and a parking lot. Overhead lights were not included in that ordinance. With this lighting contract, it is anticipated that this project will come in within budget.

Lighting the courts will allow play to continue during fall and winter months when

daylight hours are shorter. As part of the installation, the contractor will insure that the new lights and the existing lights do not affect any of the homes near the park and are better aligned for play.

Staff published a request for bids to a number of local companies and the first round of bids came in over budget. Staff reduced the scope of the original proposal and rebid the project. Mike Hagen Electric was the only bidder and is the same contractor that installed the original lights on the first four courts in 2019.

Staff recommends a contract with Mike Hagen Electric for overhead sports court lighting on the new pickleball courts for a cost not to exceed \$21,150.00.

Previous Action (if applicable):

- Resolution No. 3312 was approved on March 13, 2023, accepting the “Imagine Liberty 2032” Parks and Recreation Master Plan.
- Resolution No. 3313 was approved by the City Council on March 27, 2023, establishing a policy for the use of one-time Use Tax Revenues.
- Ordinance No. 11753 was approved by the City Council on March 27, 2023, authorizing the construction of four additional pickleball courts, sidewalks and a parking lot.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: Park Board	Completed/Recommended: 07/06/2023

Financial Considerations:

Budgeted:	Line Item: 11.60.415.36.7307	Amount: \$21,150.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. ORDINANCE-Mike Hagen Electric Pickleball Lights
2. Ord 11753 McConnell and Assoc. 4 Pickleball Courts
3. Res 3312 Parks Master Plan Imagine Liberty 2032
4. CONTRACT-Mike Hagen Electric Pickleball SIGNED 7-11-23

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT FOR EQUIPMENT AND INSTALLATION
SERVICES WITH MIKE HAGEN ELECTRIC FOR OVERHEAD SPORT COURT LIGHTING
ADDITIONS AT THE NEW PICKLEBALL COURTS IN WESTBORO/CANTERBURY PARK
FOR AN AMOUNT NOT TO EXCEED \$21,150.00.

WHEREAS, the City of Liberty Parks and Recreation Master Plan (Goal 2, Objective 2.2) recommends providing more space for outdoor recreation by adding four additional pickleball courts at Westboro/Canterbury Park; and

WHEREAS, Ordinance No. 11753 was approved by City Council on March 27, 2023 authorizing the construction of four additional pickleball courts, sidewalks and a parking lot in Westboro/Canterbury Park; and

WHEREAS, this project is part of the City's budgeted one-time Sales Tax funds to add lights to the four newly-constructed pickleball courts for a cost not to exceed \$21,150.00; therefore

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and Mike Hagen Electric, 8820 NE 108th St, Kansas City, Missouri, 64157, in an amount not to exceed TWENTY-ONE THOUSAND ONE HUNDRED FIFTY DOLLARS and 00/100 (\$21,150.00) for equipment and installation at Westboro/Canterbury Park, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____ (CONT.)

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

MAYOR

Document No. 9588

ORDINANCE NO. 11753

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

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

SECTION I

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

SECTION II

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

SECTION III

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

PASSED by Council this 27th day of March, 2023

Lyndell W. Benton
MAYOR

ATTEST:

Sarah Ranes
DEPUTY CITY CLERK

Approved by the Mayor this 27th day of March, 2023

Lyndell W. Benton
MAYOR

RESOLUTION NO. 3312

RESOLUTION ACCEPTING THE "IMAGINE LIBERTY 2032"
PARKS AND RECREATION MASTER PLAN

WHEREAS, the City Council of the City of Liberty, Missouri (the "City") is committed to providing the highest quality parks, programs, services and facilities; and

WHEREAS, the Parks and Recreation Master Plan will guide Staff, Park Board and City Council for the next 10 years; and

WHEREAS, the new Plan incorporates previously approved plans or related matters for the City while using new community feedback and statistically valid data to develop goals, objectives and action items; and

WHEREAS, the Plan resulted in five foundational goals: Create Connections, Gain Home Court Advantage, Rejuvenate Neighborhoods, Return to Nature, and Grow with Purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI, that the acceptance of the "IMAGINE LIBERTY 2032" PARKS AND RECREATION MASTER PLAN is hereby approved, incorporated by reference herein and available for review as required by law;

PASSED by the City Council and APPROVED by the Mayor of the City of Liberty, Missouri, this 13th day of March, 2023.



Mayor

ATTEST:



Deputy City Clerk

You're free to play



Contract for Construction
Westboro Canterbury
Pickleball Lighting

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 10 day of July, 2023, between Mike Hagen Electric, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 8820 NE 108th Street, Kansas City, MO 64157, hereafter referred to as the **Contractor**, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of _____ and coincidental with the Mayor's signature and attestation by the Deputy City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal provided by PK 23-026B and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 60 calendar days. The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in an amount not to exceed \$21,150.00.

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

ARTICLE IV CONTRACT PAYMENT

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

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

- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection “A” of this Section shall not begin to accrue until the time periods described in Sections XI “B” and “C” above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION; and
- * providing documentation affirming the bidder’s enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

(SEAL)

THE CITY OF LIBERTY, MISSOURI

By: _____
Greg Knutson, Mayor

Attest: _____
Sarah Ranes, Deputy City Clerk

(SEAL)

Mike Hagan Electric Inc.
Company Name

By: Mike Hagan

Title: President

Attest: _____



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 24, 2023
A/R No.: 2023-592

Department: Police

Submitted By: Matt Kellogg, Police
Captain

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

Summary:

The purchase will be from Road Safe Mobile Vehicle Barriers, distributor for Mifram, resource supplier for MVB 3X barricades. Recommended approval of matching funds for the 2023 ARPA PG Grant to purchase an additional 30 mobile barricades for event security.

Background:

The Liberty Police Department is tasked with the safety of our citizens at large gatherings and festivals. In 2021, in Wisconsin, a person drove an SUV into a Christmas parade intentionally. Six people were killed and 62 others were injured. During the 2022 Juneteenth celebration in Liberty, another police agency was involved in a pursuit of a vehicle that was headed toward Historic Downtown Liberty Square. The only option officers had was to move the police vehicles to block Kansas Street or risk the vehicle driving recklessly into the crowds. During the Kansas City Chiefs Superbowl parade, an intoxicated driver accidentally drove on the parade route, nearly causing lethal means to stop the driver before hurting attendees. Terrorism and accidental vehicle entry into crowds of people are of the highest concern during threat assessments for large gatherings of people.

At the end of FY2022, the Council approved the purchase of 30 mobile barricades, which were received in May of 2023. The Police Department applied for the POG grant to purchase an additional 30 barricades plus storage at a cost of \$58,752.00. The ARPA POG grant was awarded and matched up to \$20,000.00. The Police Department budgeted \$40,000.00 in capital funds.

Road Safe MVB 3X Mobile Vehicle Barriers are relatively compact when stored. When deployed properly, they can stop heavy trucks up to 7.5 tons. These barricades can be easily moved for emergency vehicle access by one individual. The barricades can also be shared with partner agencies.

The cost of \$58,752.00 includes a storage container and thirty barricades, allowing for an additional twelve-foot sections to be deployed during special events.

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:10.40.500.36.7201	Amount: \$58,752
	Line Item:	Amount:
	Revenue Line (if applicable): 10.30.3127	Amount: \$20,000
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. ARPA Police Ordinance
2. Police ARPA Plan Act Letter
3. Police ARPA Plan Act Subaward Agreement

Document No. _____

ORDINANCE NO. _____

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

WHEREAS, the Liberty Police Department agree that the goal is to provide additional safety to those individuals working, and motorists navigating through, large gatherings and festivals.

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 matching funds of \$38,752.00 in compliance with the 2023 American Rescue Plan Act State and Local Fiscal Recovery Funds Police Officer Grant.

SECTION II

The City Council hereby authorizes the City Administrator, or his designee, to carry out the terms of the agreement described in Section I of this Ordinance, including the execution of contracts and program order agreements as may be required.

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

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



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

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

March 15, 2023

Curt Wenson, City Administrator
Liberty Police Department
101 E. Kansas St.
Liberty, MO 64068

RE: SFY 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF)
Peace Officer Grant (POG)
Award #SLFRP4542-POG072

Dear Mr. Wenson:

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

Enclosed is the SFY 2023 ARPA SLFRF POG Subaward Agreement for Liberty Police Department. The Missouri Department of Public Safety asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office no later than April 15, 2023.

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

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.332. Liberty Police Department received a total score of seven (7), which classifies the agency as a low risk subrecipient of noncompliance with the SFY 2023 ARPA SLFRF POG.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Maggie Glick at (573) 526-3510 or Maggie.Glick@dps.mo.gov.

Sincerely,

A handwritten signature in black ink, reading "Joni McCarter". The signature is fluid and cursive, with the first name "Joni" and last name "McCarter" clearly distinguishable.

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

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



**Missouri Department of Public Safety
Office of Homeland Security
Division of Grants**

P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME Liberty Police Department		DATE 03/15/2023	
ADDRESS 101 E. Kansas St.		FEDERAL IDENTIFICATION NUMBER SLFRP4542	OHS CONTROL NUMBER POG072
CITY Liberty		UEI NUMBER ERLAFDN1KNL1	
STATE MO		ZIP CODE 64068	
TOTAL AMOUNT OF THE FEDERAL AWARD \$40,000.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$20,000.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$20,000.00		TOTAL APPROVED COST SHARING OR MATCHING \$20,000.00	
PROJECT PERIOD FROM 12/1/2022	PROJECT PERIOD TO 06/30/2026	FEDERAL AWARD DATE 05/10/2021	
PROJECT TITLE SFY23 ARPA POG - Liberty Police Department		FUNDED BY American Rescue Plan Act	
FEDERAL AWARDOING AGENCY Department of Treasury	PASS THROUGH ENTITY MO Office of Administration/MO Department of Public Safety	IS THIS AWARD R&D YES ☐ NO ☒	INDIRECT COST RATE YES ☐ NO ☒
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 21.027		METHOD OF PAYMENT (Reimbursement - Advanced) Reimbursement	
CONTACT INFORMATION			
OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Maggie Glick		NAME Jim Martin, Chief	
E-MAIL ADDRESS Maggie.Glick@dps.mo.gov		ADDRESS (If different from above) 101 E. Kansas St.	
TELEPHONE (573) 526-3510		CITY, STATE AND ZIP CODE Liberty, MO 64068	
PROGRAM MANAGER Joni McCarter		TELEPHONE 816-439-4712	E-MAIL ADDRESS jmartin@libertymo.gov
SUMMARY DESCRIPTION OF PROJECT The American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Peace Officers Grant (POG) provides grant funding for emergency medical service providers for emergency medical service activities.			
AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Curt Wenson, City Administrator	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
			6/9/23
THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Liberty Police Department
AWARD NUMBER SLFRP4542-POG072	DATE 03/15/2023
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Article I – Missouri Department of Public Safety, Specific

By accepting this award, the subrecipient agrees:

1. All contractual provisions required by the Missouri Office of Administration and Department of Treasury are set forth in the Memorandum of Agreement (MOA) in Appendix I. Subrecipients shall comply and include each of these provisions in any subcontract that subrecipient enters into under this subaward. Except when the subaward provides more restrictive terms, all of the Missouri Office of Administration and Department of Treasury mandated terms will be deemed to control in the event of a conflict with other provisions contained in the subaward. Subrecipients shall not perform any act, fail to perform any act, or refuse to comply with any Missouri Department of Public Safety (DPS) requests that would cause the DPS to be in violation of Appendix I.
2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS, you must request instructions from DPS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
3. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. For Contractual Services the following general requirements must be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period and contain all applicable Federal contract provisions as found in 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS for review or be readily available for review prior to execution of the contract.
5. DPS reserves the right to terminate any contract entered into as a result of this award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all

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GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Liberty Police Department
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documents, data, and reports prepared by the subrecipient under the contract shall, at the option of DPS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

6. In the event DPS determines that changes are necessary to the subaward document after a subaward has been made, including changes to the period of performance or terms and conditions, the subrecipient will be notified of the changes in writing. Once the notification has been made, any subsequent request for funds will indicate the subrecipient's acceptance of the changes to the subaward.
7. Prior written approval from OHS is required prior to making any change to the DPS approved budget for this award.
8. To submit Grant Status Reports to DPS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS within 45 days after the end of the project period.
9. All items that meet the OHS definition of equipment that are purchased with ARPA SLFRF POG Funds must be tagged "Purchased with U.S. Department of Treasury Funds."
10. Procurement:
The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition.
 - a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Liberty Police Department
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11. Buy American:

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

12. Buy Missouri:

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

13. Debarment/Suspension:

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

14. Unlawful Employment Practices:

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

15. Discrimination in Public Accommodations:

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

16. Monitoring:

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

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

a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which

AUTHORIZED OFFICIAL INITIALS

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

b. Vehicle Stops:

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

c. Police Use of Force Transparency Act of 2021:

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

d. Federal Equitable Sharing Funds:

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

e. DWI Law – Law Enforcement:

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

f. Data Reporting Requirements:

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

g. Body Armor:

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

AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Liberty Police Department
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h. Body Armor Policy:

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

i. Body-Worn Camera Policy:

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

j. Rap Back Program Participation:

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

k. Custodial Interrogations:

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

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

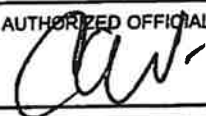
a. Fire Department Registration:

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

b. Turnout Gear Maintenance Policy:

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

AUTHORIZED OFFICIAL INITIALS



GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Liberty Police Department
AWARD NUMBER SLFRP4542-POG072	DATE 03/15/2023
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

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

a. Ambulance License:

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

b. Emergency Medical Response Agency (EMRA) License:

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

20. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.

b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.

c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).

d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.

e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.

g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

AUTHORIZED OFFICIAL INITIALS



GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Liberty Police Department
AWARD NUMBER SLFRP4542-POG072	DATE 03/15/2023
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

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

APPENDIX I – MEMORANDUM OF AGREEMENT

TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS

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

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

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

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

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

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

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

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

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

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

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury’s implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part’s Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;
- vi. For subrecipients only, Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and
- ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include,

without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the

federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban

text messaging while driving.⁴

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's

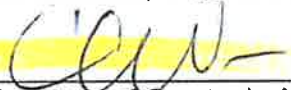
⁴ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

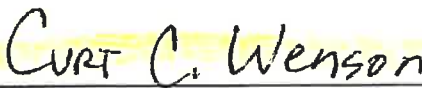
The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.⁵


Signature of Grantee's Authorized Representative


Date


Printed Name of Authorized Representative

⁵ Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021

*******THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS*******

III. This grant to **Liberty Police Department** ("Grantee") constitutes a subaward⁶ of federal financial assistance⁷ provided to the State of Missouri ("State") by the U.S. Department of Treasury.

The Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient⁸ and the State is a pass-through entity⁹ for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): **Liberty Police Department**
- Subrecipient's unique entity identifier: **ERLAFDN1KNL1**
- Federal Award Identification Number (FAIN): **SLFRP4542**
- Federal Award Date of award to the recipient by the Federal agency: **5/10/2021**
- Subaward Period of Performance Start and End Date: **12/1/2022 – 6/30/2026**
- Subaward Budget Period Start and End Date: **12/1/2022 – 8/15/2026**
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **\$20,000.00.**
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$20,000.00.**
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **\$20,000.00.**
- Total Approved Cost Sharing or Matching Funds: **50% Cash (Hard Match) or In-Kind.** In kind match can be considered, so long as it is specific to the project. Cost share or match expenditures retroactive to March 2020 are eligible to meet the match requirement. Expenditures must be tied to the project and be reasonable.
- Federal award project description: **ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund ("SFRF") to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states "to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19]." Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri**

⁶ "Subaward" is defined at 2 C.F.R. § 200.1.

⁷ "Federal financial assistance" is defined at 2 C.F.R. § 200.1

⁸ "Subrecipient" is defined at 2 C.F.R. § 200.1.

⁹ "Pass-through entity" is defined at 2 C.F.R. § 200.1.

legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
 - Name: **Maggie Glick**
 - Phone Number: **(573) 526-3510**
 - Email Address: maggie.glick@dps.mo.gov
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: **N/A**.
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: **N/A**

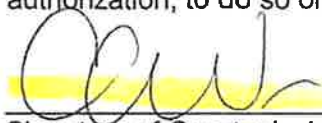
IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

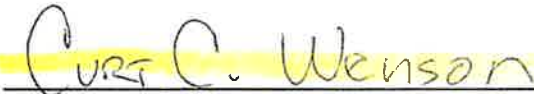
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.¹⁰



Signature of Grantee's Authorized Representative

6/9/23
Date



Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**¹¹

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (see Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–.327. These sections address Grantee's interaction with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for "Record Retention and Access," which should be read in concert with the several terms and conditions of this agreement. Subpart E, "Cost Principles," begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. See 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on "Reasonable Costs," 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of "Selected Items of Cost," and "General Provisions" for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. See 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. See n.12 above, and the authorities there cited.

¹⁰ Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

¹¹ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* See also 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 24, 2023
A/R No.: 2023-596

Department: Fire

Submitted By: John Mills, Fire Chief

Subject: ORDINANCE APPROVING AN AGREEMENT WITH 42 C.A.R.E.S., INC. TO PROVIDE BEHAVIORAL HEALTH SERVICES FOR FIRE DEPARTMENT MEMBERS AND THEIR FAMILIES IN AN AMOUNT NOT TO EXCEED \$5,544.00

Summary:

- Provide 42 C.A.R.E.S., INC. to the Fire Department as an option for behavioral health.

Background:

The City of Liberty has always held the well-being of its employees as a priority. The City has graciously provided the Employee Assistance Program (EAP) as a means of assistance. However, first responders are different. They put their lives in jeopardy every day and face unparalleled job stresses that require support that unfortunately, EAPs are not equipped to meet. 42 Cares is designed to address the specific issues that public safety personnel and their families face every day. 42 CARES was established after the IAFF and Local 42 recognized that maintaining first responder behavioral health is an essential priority. Local 42 created this resource with a dedicated clinician who provides referrals, crisis intervention, peer support connections (of which Liberty Fire has 2 personnel from labor and 1 from administration who are certified through the IAFF) and general behavioral health support.

The program is provided at a cost of \$7.00 a month per member, per year for a total cost of \$5,544.00 for 66 members of the fire department. This also covers family members of Fire Department employees.

Staff recommends contracting 42 CARES to the Fire Department as an option for behavioral health in an amount not to exceed \$5,544.00.

Previous Action (if applicable):

N/A

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:10.50.300.08.5356	Amount:\$5,544.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 42 CARES ORD
2. 42 CARES Agreement

Document No. _____

Ordinance No. _____

ORDINANCE APPROVING AN AGREEMENT WITH 42 C.A.R.E.S, INC. TO PROVIDE
BEHAVIORAL HEALTH SERVICES FOR FIRE DEPARTMENT MEMBERS AND THEIR
FAMILIES IN AN AMOUNT NOT TO EXCEED \$5,544.00

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

Section I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement by and between the City of Liberty Fire Department and 42 C.A.R.E.S, INC. 6320 MANCHESTER AVE, KANSAS CITY, MO 64133, pertaining to Behavioral Health Services in an amount not to exceed FIVE THOUSAND FIVE HUNDREND AND FORTY FOUR DOLLARS AND 00 CENTS (\$5,544.00), a copy of said agreement incorporated by reference herein and available for review as required by law.

Section II

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

Section III

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

PASSED by Council this ____ day of _____, 2023

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2023

MAYOR

CONTRACT

This is a contract between 42 C.A.R.E.S., INC (42 CARES) and the City of Liberty, Missouri.

I. Parties

42 C.A.R.E.S., INC (42 CARES) is a Missouri non-profit corporation which provides certain medical services to its members. The City of Liberty is a municipality which has eligible employees who will benefit from the services provided by 42 CARES.

II. Compensation.

- A. 42 CARES shall provide services at their rate of \$7.00 per 66 members, per month, for the sum of five thousand five hundred forty-four dollars (\$5,544.00) in quarterly installments of \$1,386 by the 1st of July and October 2023 Then on 1st of the month of January and April 2024. If the installments are not paid by the 15th of each of these months, 42 CARES may withhold provision of services or may cancel this contract at its option.
- B. If 42 CARES defaults in the performance of this Contract, in addition to any other remedies, the City of Liberty may withhold payment(s) until the default is cured.

III. Scope of Services.

42 CARES shall perform the following services for the employee to the degree not inconsistent with the applicable Memorandum of Understanding or Collective Bargaining Agreement, if any, to which such qualified employee is subject (whose employer is identified as the City of Liberty Fire Department) and for their immediate families for which services are contracted:

A. Behavioral Health/Employee Assistance Program (EAP)

- 1. Offer all qualified employees, and their spouses and dependents, professional counseling, assessment, and referral through licensed clinicians. They will be eligible to receive 7 sessions per year.
- 2. Provide 24/7 emergency coverage through an assigned account representative, the EAP Director and other clinicians. 42 CARES shall provide a cellular number for a representative who shall be available in the event of an emergency. Such a representative shall be trained in all aspects of the EAP program components and protocol.
- 3. Deliver support and consultation as needed in the development of an Occupational Stress Program.

- B. 42 CARES' obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, to the City of Liberty shall be limited to the coverage and limits of insurance that 42 CARES is obligated to obtain. 42 CARES shall provide the City with proof of such insurance prior to the effective date of this Contract and thereafter during the term of the Contract on request by the City.
- C. 42 CARES shall defend, indemnify and hold harmless the City of Liberty from and against all claims arising out of or resulting from all acts or omissions in connection with the services provided by this Contract, caused in whole or in part by 42 CARES' and its Agents or employees, regardless of whether or not caused in part by any act or omission, including negligence, of the City of Liberty. 42 CARES is not obligated under this Section to indemnify the City of Liberty for the sole negligence of the City of Liberty.
- D. Nothing in this Section shall apply to indemnification for professional negligence.
- E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City of Liberty's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

VI. Indemnification for Professional Negligence. 42 CARES shall indemnify, and hold harmless the City of Liberty and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by 42 CARES, its employees, agents, subcontractors, or caused by others for whom 42 CARES is liable, in the performance of professional services under this Contract. 42 CARES is not obligated under this Section to indemnify the City of Liberty for the negligent acts of the City of Liberty or any of its agencies, officials, officers, or employees.

VII. Independent Contractor. 42 CARES is an independent contractor as regards the Scope of Work in this Contract and is not the City of Liberty's agent or employee. 42 CARES has no authority to take any action or execute any documents on behalf of the City of Liberty in connection with such Scope of Work.

VIII. Insurance.

- A. 42 CARES shall procure and maintain, in effect throughout the duration of this Contract, insurance coverage not less than the types and amounts specified in this Section. Policies containing a Self-Insured Retention are unacceptable to the City of Liberty unless the City of Liberty approves in writing the Self-Insured Retention.

Missouri, waive any and all objections to jurisdiction and venue; and will not raise forum non conveniens as an objection to the location of any litigation.

- X. Compliance with Laws.** 42 CARES shall comply with all federal, state, and local laws, ordinances and regulations applicable to the Scope of Services of this Contract.
- XI. Termination.** The City of Liberty may, at any time upon ten (10) days' notice to 42 CARES specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by the City of Liberty, it shall be liable only for payment for services rendered before the effective date of termination.
- XII. Default and Remedies.** If 42 CARES shall be in default or breach of any provision of this Contract, the City of Liberty may terminate this contract, suspend the City of Liberty's performance, withhold payment, or invoke any other legal or equitable remedy after giving 42 CARES notice and opportunity to correct such default or breach.
- XIII. Waiver.**

 - A. Waiver by the City of Liberty of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City of Liberty and forbearance or indulgence by the City of Liberty in any regard whatsoever shall not constitute a waiver of same to be performed by 42 CARES to which the same may apply and, until complete performance by 42 CARES of the term, covenant or condition, the City of Liberty shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.
 - B. Waiver by 42 CARES of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the 42 CARES and forbearance or indulgence by 42 CARES in any regard whatsoever shall not constitute a waiver of same to be performed by the City of Liberty to which the same may apply and, until complete performance by the City of Liberty of the term, covenant or condition, 42 CARES shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.
- XIV. Modification.** Unless stated otherwise in this Contract, no provision may be waived, modified, or amended except in writing signed by the parties.

interests in this Contract. The utilization of subcontractors shall not relieve 42 CARES of any of its responsibilities under this Contract, and 42 CARES shall remain responsible to the City of Liberty for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. The City of Liberty shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. 42 CARES shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing 42 CARE's services hereunder.

XIX. Notices. All notices required by this Contract shall be in writing to the following:

The City of Liberty
Attn. Human Resources
Amy C. Blake
Liberty City Hall
101 East Kansas Street
Liberty, MO 64068
Phone: 816-439-4400
Email: jobs@libertymo.gov

42 CARES:

Daniel Heizman President
International Association of Fire Fighters, Local No. 42
6320 Manchester Avenue, Suite 42A
Kansas City, Missouri 64133
Phone (816) 783-5444
Facsimile (816) 358-8383
dheizman@iaff42.org

All notices are effective when delivered in person; or upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail; or upon receipt after dispatch by registered or certified mail, postage prepaid; or on the next business day if transmitted by overnight courier (with confirmation of delivery); or three business days after the date of mailing, whichever is earlier.

XX. Necessary Approval. This Contract shall only be executed and shall only become effective following the passage of an ordinance, resolution, or other official act by the governing authority of the City of Liberty which authorizes such Contract.

XXI. The Memoranda of Understanding and Collective Bargaining Agreements, if any, which affect the rights of the employees for which services are contemplated, are marked as Attachments for reference to this Agreement.

Effective the date(s) set forth below.



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 24, 2023
A/R No.: 2023-597

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: ORDINANCE ADOPTING AND APPROVING A REGIONAL RESOURCE SHARING AGREEMENT BY AND BETWEEN MID-AMERICA REGIONAL COUNCIL AND THE CITY OF LIBERTY, MISSOURI FOR EMERGENCY RESPONSE AND RECOVERY

Summary:

- A regional resource sharing agreement with Mid-America Regional Council (MARC) for emergency response and recovery

Background:

MARC and the City desire to enter into the Greater Kansas City Regional Resource Sharing Agreement for Emergency Response and Recovery for the purpose of strengthening the local jurisdiction's ability to provide and request assistance quickly and legally, clarify liability, supplement existing agreements and provide for any gaps related to the specialty agreements already in place in the region; and work cooperatively with one another and with other municipalities in Missouri and Kansas. Entering into this agreement will be of no cost to the City.

Staff recommends approval of the agreement between MARC and the City of Liberty, MO for emergency response and recovery.

Previous Action (if applicable):

The City of Liberty has previously shared resources during emergencies with similar agreements in place.

Policy/Committee Review:

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

Financial Considerations:

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

Budgeted	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Adopting and Approving Resource Sharing MARC (1)
2. Kansas City Regional Resource Sharing Agreement 12-27-22 FINAL Liberty

Document No. _____

ORDINANCE NO. _____

ORDINANCE ADOPTING AND APPROVING A REGIONAL RESOURCE SHARING AGREEMENT BY AND BETWEEN MID-AMERICA REGIONAL COUNCIL AND THE CITY OF LIBERTY, MISSOURI FOR EMERGENCY RESPONSE AND RECOVERY

WHEREAS, the City of Liberty, Missouri (the “City”) is a body corporate, a City Charter and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the Mid-America Regional Council (“MARC”) is the nonprofit association of city and county governments and the metropolitan planning organization for the bistate Kansas City region; and

WHEREAS, MARC and the City desire to enter into the Greater Kansas City Regional Resource Sharing Agreement for Emergency Response and Recovery pursuant to law, including, but not limited to, the provisions of Section 70.220 of the Missouri Revised Statutes, for the purpose of strengthening the local jurisdiction’s ability to provide and request assistance quickly and legally, clarify liability, supplement existing agreements and provide for any gaps related to the specialty agreements already in place in the region; and

WHEREAS, MARC and the City desire to work cooperatively with one another and with other municipalities in Missouri and Kansas for the purposes set forth in and according to the Greater Kansas City Regional Resource Sharing Agreement for Emergency Response and Recovery (the “Agreement”).

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

SECTION I

The City Council hereby finds and determines that it is in the best interests of the citizens and City of Liberty, Missouri, to approve and enter into the Agreement by and between MARC and the City of Liberty, Missouri in connection with regional resource sharing for emergency response and recovery purposes, which Agreement shall be in substantially the form of “Exhibit 1”, attached hereto and incorporated herein by reference.

SECTION II

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

ORDINANCE NO. _____ (CONT.)

SECTION III

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

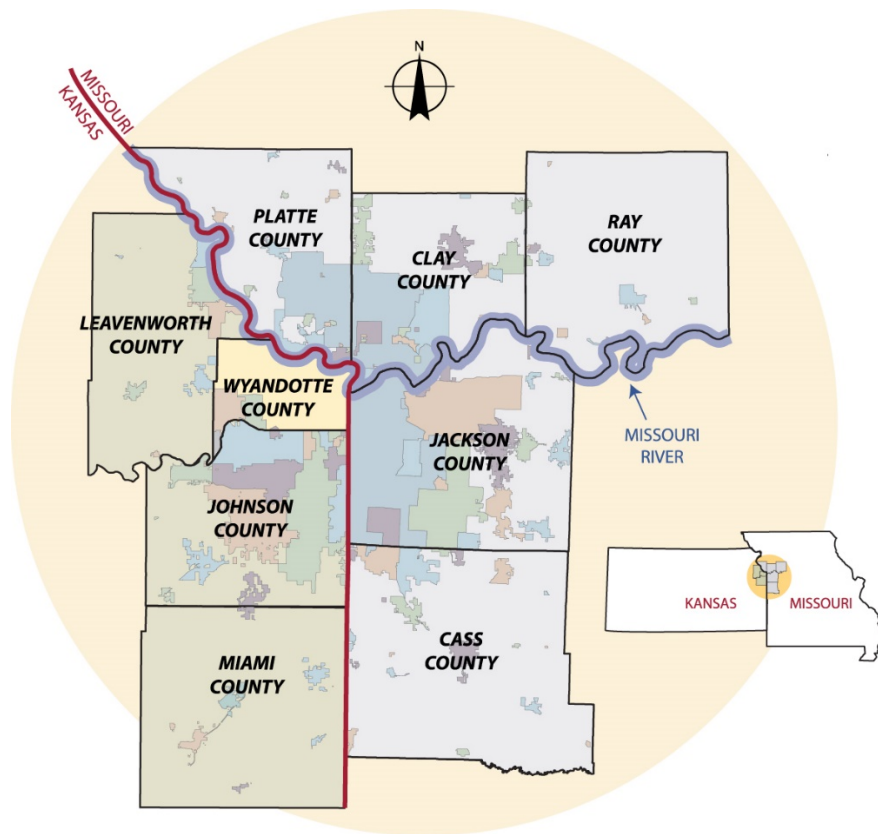
MAYOR



Greater Kansas City

Regional Resource Sharing Agreement

for Emergency Response and Recovery





Greater Kansas City Regional Resource Sharing Agreement

Preamble

This agreement is designed to strengthen the local jurisdiction's ability to provide and request assistance quickly and legally, clarify liability, supplement existing agreements, and provide for any gaps related to the specialty Agreements already in place.

Article I: Purpose and Scope

1. **AGREEMENT OF LAST RESORT** – This Agreement is to be used as the agreement of last resort when the sharing of a resource is not covered by any other local written mutual aid agreement. There are already mutual aid agreements and laws in place serving as the foundation for mutual aid for law enforcement, fire, emergency medical services and most regional specialty teams.
2. **NON-OBLIGATORY** – This Agreement does not obligate any party to take an affirmative action or to incur costs to which the jurisdiction is not able to commit at the time of the emergency.
3. **NO PENALTY RESERVATION** – In the event of an emergency or disaster, one or more Assisting Jurisdictions may assist. The offer of assistance by the Assisting Jurisdiction is made with the full understanding that such assistance will not unduly jeopardize the protection of the Assisting Jurisdiction's community. Any decision regarding whether an Assisting Jurisdiction can spare staffing and/or resources shall lie solely with the Assisting Jurisdiction.
4. **COMPREHENSIVE** – This Agreement may be applied to share any resource or asset under the Assisting Jurisdiction's control.
5. **NON-DECLARATIVE** – A federal, state, county, or local disaster declaration is not required for a participating jurisdiction to render assistance to another jurisdiction covered by this Agreement.
6. **INTERJURISDICTIONAL RELATIONSHIPS** — The Regional Resource Sharing Agreement should build on existing interjurisdictional relationships and not supersede existing mutual aid agreements or disrupt normal lines of responsibilities between jurisdictions. Jurisdictions should seek to obtain resources based on normal interjurisdictional

relationships between special districts, townships, cities and counties.

7. NON-EXPIRING – This Agreement shall remain in effect for an indefinite term, subject to a participating jurisdiction's request to withdraw. Withdrawal from this agreement may occur at any time by written notification to MARC at least 60 days prior to the withdrawal. Upon withdrawal from this Agreement, any equipment provided to the Parties shall be returned to the supplying agency. A Party's written withdrawal from this Agreement will be deemed a modification by amendment to his Agreement but does not terminate this Agreement as to the remaining Parties. MARC shall maintain a list of which jurisdictions signatories, date and status.

Article II: Benefits

There are important reasons for a regional Resource Sharing Agreement. These advantages include:

- Improves the quality of emergency planning and response through coordinated protocols for notification, response, assistance, and documentation of support,
- Allows for optimal use of the region's resources, reducing the need to duplicate expensive specialized assets,
- Increases the likelihood that resources will be available and able to be deployed in response to need,
- It provides a mechanism for the use of the Incident Support Team and Emergency Support Functions within local emergency operations centers,
- It provides a mechanism for the use of resources supporting multi-jurisdiction training and exercises,
- A regional resource sharing agreement has the benefits of allowing requesting agencies to seek support from multiple organizations, depending upon the scale and type of incident and the resources needed at a particular time.

Article III: Authorities

A variety of federal and state laws allow for the creation of relationships between governmental entities for jurisdictions to share human and material assets, and services. Some key statutes specifically with regard to emergency situations exist in Kansas statutes 12-16,117 and in Missouri RSMo. § 44.090-.098 and § 70.837.

The jurisdictions represent that the individual executing this Agreement on behalf of the jurisdiction or entity has the authority to bind and agree to the terms contained herein.

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties hereto.

In general, the basis for this Regional Resource Sharing Agreement is the legal ability for governments, such as Counties, Cities, Villages, Townships and Special Districts, to agree in principle to the possibility of sharing resources when requested by another governmental entity which is also a signatory of this Agreement. Both Kansas and Missouri statutes recognize the

ability of local governments to participate in interlocal agreements such as this Regional Resource Sharing Agreement.

We recommend that Kansas jurisdictions review [KSA 12-16,117](#) and consider adoption of an ordinance regarding the possibility of sharing resources within the region and across state lines. Sample ordinance language is found in Attachment B.

Article IV: Definitions

Assisting Jurisdiction: A political jurisdiction, multi-jurisdictional agency, or other entity providing critical community services agreeing to assist another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

Authorized Representative: The chief executive of a political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency, or their designee, who is empowered to request resources, obligate resources, and expend funds on behalf of the political jurisdiction or multi-jurisdictional agency under the terms of this Agreement. The designee is often the Emergency Management Director / Coordinator.

Emergency Management Agency: The agency responsible for coordinating emergency management activities through all-phases – mitigation, preparedness, response, and recovery – within a jurisdiction.

Emergency or Disaster: Any situation needing an immediate response for which the community cannot alleviate without outside assistance regardless of formal declarations.

Mutual Aid: A prearranged written agreement and plan whereby assistance is requested and provided between two or more political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agencies during a large-scale emergency or disaster under terms of this agreement. It includes the sharing of people, equipment, consumable items.

Period of Assistance: The period of time beginning with the departure of any personnel and/or equipment of the Assisting Jurisdiction from any point for the purpose of traveling to provide assistance exclusively to the Requesting Jurisdiction, and ending on the return of all of the Assisting Jurisdiction's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice to the authorized representative of the Requesting Jurisdiction by the authorized representative of the Assisting Jurisdiction.

Personnel Licensure Compact: A legal document passed as state legislation in the individual states that wish to become part of that particular interstate agreement. In general, these types of Compacts allow personnel to move over state lines easier during normal day to day operations.

Requesting Jurisdiction: A political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency that is

responding to a natural, man-made, or technological hazard that has requested assistance from another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

Special District: A local government with a board of directors and taxing authority recognized by the state as a stand-alone entity. Commonly fire districts, ambulance districts, 911 districts, road districts, sewer districts, school districts etc. These local government entities may be signatories of the Regional Resource Sharing Agreement.

Article V: Governance

The signatory to this Agreement is the Authorized Representative or delegate authorized by the County, City, Township, Village or Special District, to facilitate the development of interagency policies and procedures to ensure timely and efficient resource availability in response to and recovery from emergencies or disasters.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by more than one party. The parties may sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law.

The Regional Resource Sharing Agreement may be amended upon the endorsement of at least two-thirds (2/3) of the member jurisdictions.

The Regional Homeland Security Coordinating Council (RHSCC) and the Policy Committee of the RHSCC shall serve as the lead body regarding the Resource Sharing Agreement. The RHSCC shall be responsible for implementation.

The Mid-America Regional Council (MARC) agrees to serve as the Administrator for this Regional Resource Sharing Agreement, to catalog participants and the use of the Agreement.

Article VI: Recognition of Licensure and Certification

The recognition of licenses and certifications of personnel who are requested to serve in a jurisdiction which is different than where they have a license or certification has been issued, will be able to serve predicated upon a variety of state laws, compacts or other legal agreements. The adoption of laws, interstate licensure compacts and other legal agreements for reciprocity occurs frequently and jurisdictions should evaluate this aspect as needed.

Article VII: Liability Protection and Immunity

1. All activities performed under this Agreement are deemed to be governmental functions including health, welfare, and safety of the general population.
2. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or public safety

agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers compensation provisions provided to them as employees of their respective political subdivision or public safety agency. Qualified immunity, statutory immunity, sovereign immunity, official immunity, and the public duty rule shall apply to the provisions of this section as interpreted by the federal and state courts of the Assisting Jurisdiction. The parties to this Agreement acknowledge and agree that the Responding Jurisdictions located in Missouri are prohibited by Missouri law from indemnifying other entities, and that notwithstanding any other language in this Agreement, the indemnification provisions in this Section and the reimbursement provisions below shall not require Responding Jurisdictions located in Missouri to indemnify or reimburse the other parties to this Agreement.

3. Any person holding a license, certificate, or other permit issued by a political jurisdiction or multi-jurisdictional agency or the state meeting qualification in a professional, mechanical, or other skill licensed to operate in the Assisting Jurisdiction will be duly recognized by the Requesting Jurisdiction for the duration of their assignment (including long term recovery under an approved recovery plan).
4. No party to this Agreement shall be liable for its failure or refusal to render aid pursuant to this Agreement.

Article VIII: Employment Benefits

All pension, relief, disability, death benefits, workers compensation and other benefits enjoyed by the employees of parties rendering assistance shall extend to the services they perform under this Agreement outside their respective jurisdictions as if those services had been rendered in their own jurisdiction.

Article IX: Deployment

1. Requests for assistance including the provision of people, equipment, consumable items, services, and information may either be verbal or in writing and will be administered through authorized representatives (or their designees) of the political jurisdiction or multi-jurisdictional agencies.
 - a. Verbal requests will be followed up with a written request for assistance within thirty (30) days per the accompanying administrative protocols to this Agreement.
2. The Requesting Jurisdiction and the Assisting Jurisdiction both agree to notify their jurisdiction's local Emergency Manager if requests are made, and if support is offered, as outlined in this Agreement.
3. Each political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. 84.350, or multi-jurisdictional agency has the latitude to develop their own travel policies for their jurisdiction. As such, travel policies and required documents to process reimbursement under the agreement will vary from political jurisdiction or multi-jurisdictional agency to political jurisdiction or multi-jurisdictional agency. Regardless of the differences in travel policies amongst political jurisdiction or multi-jurisdictional agencies, the accurate collection, preparation, and submission of documentation is important.

Article X: Reimbursement

Reimbursement is outside the scope of this regional intergovernmental agreement. This issue is left between the assisting and impacted jurisdictions to be discussed should the need arise at the time of the incident between the two parties.

Article XI: Termination

1. This Agreement shall be construed to effectuate the purposes stated in Article I herein. If any provision of this Agreement or its application to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of the Agreement which can be given effect without the invalid provision or application.
2. Nothing herein shall preclude any political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency from entering into supplementary agreements or affect any other agreements already in force.
3. The Assisting Jurisdiction shall retain the right to withdraw some or all of its resources at any time from the Requesting Jurisdiction. Notice to withdraw shall be communicated to the Requesting Jurisdiction's Authorized Representative or their designee, as soon as practicable.

Article XII: Dispute Resolution

Once resources are deployed, the relationship is established between the entity providing the resource and the entity requesting the resource and it is incumbent upon them to define the relationship and seek to establish clear understanding of the relationship and its obligations and responsibilities.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments or revisions thereto, that cannot be resolved at the operating level, the areas(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration.

Article XIII: Operational Plan

This Agreement is written to provide a known process on how to request and receive assistance and the expectations associated with a request.

The Federal Emergency Management Agency's National Response Framework and state laws enable states and their political jurisdiction or multi-jurisdictional agencies to enter into agreements that allow for the timely, efficient, and effective sharing of resources during catastrophic events, even if a formal federal or state disaster declaration have not been declared. The federal government has in recent years encouraged a "Whole Community" approach to emergency management, which seeks to ensure community recovery begins at the earliest possible opportunity without the need to render federal aid.

The National Incident Management System (NIMS) also provides well-established and uniform guidelines for incident management and response.

Where possible commonly accepted forms of written communications should be utilized such as the accepted ICS forms and processes.

Requests for Assistance

Political jurisdiction or multi-jurisdictional agencies party to this agreement agrees to honor any form of written request, as agreed upon through such written agreement and containing the following data elements. No specific request form is prescribed.

1. The intent to implement this agreement, as distinguished from any other existing mutual aid agreement;
2. A general description of the emergency situation, damage or injury sustained or threatened;
3. Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, fatality management, public information and communication, resource support, health and other medical services, etc.), and the particular type of assistance needed;
4. The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the period of assistance that each will be needed; and
5. The location or staging area where the resources are to be dispatched and the specific time that the resources are needed; and
6. The name and contact information of a representative of the Requesting Jurisdiction to meet the personnel and equipment of any Assisting Jurisdiction; and
7. The name and contact information of the authorized representative for follow-up questions if needed to fulfill the resource request.
8. Jurisdictions might consider the use of FEMA ICS 213 RR Modified for requesting resources, as well as the process and procedures that commonly accompany the use of the ICS 213 RR.

Download: [ICS 213 RR Modified Resource Request Form](#)

The authorized representative in the Assisting Jurisdiction will be responsible for forwarding and coordinating the request for assistance with the appropriate emergency support functions and/or organizations within their jurisdiction or agency based on availability of the resources requested.

An authorized representative who determines that their Assisting Jurisdiction has the available personnel, equipment, or other resources, shall so notify the authorized representative of the Requesting Jurisdiction and provide the following information, to the extent known:

1. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Jurisdiction;
2. The estimated period of assistance that the personnel, equipment, and other resources will be available;
3. The name of the person or persons to be designated as supervisory personnel for the Assisting Jurisdiction; and
4. The estimated time of arrival for the assistance to be provided at the designated location.
5. Any additional information or support needed from the Requesting Jurisdiction.

Signatory:

Greg Canuteson, Mayor

Date

City of Liberty Missouri
101 E Kansas Street
Liberty, MO 64068

Official Notices:

For: City of Liberty Missouri

Sarah Ranes
Deputy City Clerk
sranes@libertymo.gov

For Legal Notices – Email as above with
paper copy mailed to:

City of Liberty Missouri
ATTN: Deputy City Clerk
101 E. Kansas Street
Liberty, MO 64068

For: Mid-America Regional Council

Erin Lynch, Emergency Services and
Homeland Security Program Director
Email: elynch@marc.org

For Legal Notices – Email as above with
paper copy mailed to:

Mid-America Regional Council
ATTN: Erin Lynch
600 Broadway Blvd #200
Kansas City, MO 64105

Appendix A: Authorities and References

Level of Gov.	Document	Citation/Statute	Authority/ Responsibility
Federal	Stafford Act	44 CFR Section 206	DHS/FEMA – emergency response
Federal	Executive Order 12148	44 Fed. Reg. 43239	DHS/FEMA - preparedness/response
Federal	Presidential Policy Directive 8 (FEMA Implementation)	Presidential Policy Directive PPD 8	DHS/FEMA – national preparedness
Federal	Presidential Policy Directive 21 (FEMA Implementation)	Presidential Policy Directive PPD 21	DHS public health and medical
Federal	Emergency Management Assistance Compact	Public Law 104-321	FEMA/State mutual aid
Federal	National Emergencies Act	Public Law 94-412, 90 Stat. 1255	Executive Branch – Presidential Declaration
Federal	Pandemic and All Hazards Preparedness Act	Public Law No. 109-417	HHS/CDC – public health preparedness and response
Federal	Public Health Service Act	Public Law 78-410	HHS – public health emergency declaration
Federal	Public Readiness and Emergency Preparedness Act		HHS – declaration of immunity from liability for claims related to medical countermeasures
Federal	NIMS		DHS/FEMA – incident command system
Federal	National Response Framework, Third Edition		DHS/FEMA – national all-hazards approach to coordinate emergency response through ESF's
State	Kansas Mutual Aid System	Statutes 48-950-958	KS Political jurisdiction or multi-jurisdictional agencies
Municipalities	Municipal Mutual Aid	KS 12 -16,117,	KS Municipalities (Counties/Cities)
Public Agencies	Public Agencies	KS 12-2904	Public agencies
State	Kansas Mutual Aid	KS 80-1517	Fire (ESF 4)
State	Kansas Mutual Aid	KS 65-6158	Public Health and Medical (ESF 6)
State	Kansas Mutual Aid	KS 48-3602	Law Enforcement
State	Missouri Mutual Aid	MO 44.415	State Emergency Management
State	Missouri Mutual Aid - Missouri Law	MO 44.098	Law Enforcement mutual aid with KS and OK

	Enforcement		
State	Missouri EMS	MO 190.107 MO 190.900 - 939	EMS/ambulance
State	Kansas EMS	KS 65-6158	EMS/ambulance
State	Kansas Wildfire	KS 31-801	Forest Fire preservation
State	Missouri Mutual Aid	MO 320.090	Fire
State	Kansas EM Compact	KS 48-9a01	KSW Interstate EM Compact/ State EM
State	Missouri Mutual Aid	MO 44.095	Mutual aid with Kansas/State EM
State	Missouri Mutual Aid	MO 44-090 MO 44-105 MO 44-045 MO 70.815-837	Interstate and Intrastate. No declaration required. License reciprocity recognized.
State (Ntl Agreement)	Kansas / Missouri	EMS Compact	EMS reciprocal recognition of license
State (Ntl Agreement)	Kansas / Missouri	Nurse Licensure Compact	Nurse reciprocal recognition of license

Appendix B: Sample Kansas Ordinance

NOTE: This agreement is not determinate upon adoption of an ordinance per KS Statute 12-16,177.

KS Statute 12-16,117 permits a local ordinance to be adopted by the jurisdiction to share resources across state lines. Missouri does not require such a statute.

Here is the ordinance from Johnson County, Kansas:

Sec. 26-1. - Mutual aid policy.

- (a) This section is intended to provide assistance in any form of service including, but not limited to, police, fire, emergency medical service, emergency management, public works, as well as administrative and clerical support during times of disaster as defined in K.S.A. 12-16,117.
- (b) In the event of a disaster, when there is a request for assistance from another municipality within or without the state, if the county can provide assistance without unduly jeopardizing the protection of its own community, the county manager, or his or her designee, in coordination with the emergency management division coordinator, is hereby authorized to provide such assistance as may be requested under authority granted by K.S.A. 12-16,117, with all the privileges and immunities provided therein.
- (c) Any assistance offered or provided pursuant hereto shall not be in conflict with:
 - (1) The county emergency operations plan;
 - (2) Other county resolutions or any existing interlocal agreement;
 - (3) Automatic aid;
 - (4) Intergovernmental or mutual aid agreement or the authority to enter into any such future agreements.
- (d) The Requesting Jurisdiction must be operating under a state or local declaration of disaster emergency as provided for in applicable state statutes.



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 24, 2023
A/R No.: 2023-598

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE APPROVING AN AMENDMENT TO ORDINANCE NO. 11672
APPROVING A CONTRACT WITH TRANSYSTEMS CORPORATION FOR CITY OF
LIBERTY PROJECT 22-003, MO 291 HWY./BLUE JAY TRAFFIC SIGNAL AND
STEWART/MO 291 HWY. INTERSECTION IMPROVEMENTS (FEDERAL AID
PROJECT STBG-3392(407) BY ADDING INTERSECTION IMPROVEMENT
WARRANT ANALYSIS

Summary:

- Ordinance approving an amendment to ordinance No. 11672 with TranSystems Corporation
- The amendment provides for the addition of a Traffic Signal Warrant Analysis at the intersection of Blue Jay Dr. and MO 291 Hwy.
- The amendment provides for the addition of an Intersection Analysis at the intersection of Stewart Rd. and MO 291 Hwy.

Background:

The Missouri Highway 291 corridor is a major commercial corridor directly adjacent to the Liberty Triangle Commercial Center. The corridor provides major arterial traffic flow for motorists and freight through the City of Liberty.

In November 2022, the City Council approved a Phased Contract with TranSystems Corporation for the design of the following improvements:

1. Signalization of the intersection of MO 291 Hwy. & Blue Jay Dr.
2. Elimination or improvement of the intersection of MO 291 Hwy. & Stewart Rd.
3. Pedestrian connectivity east of MO 291 Hwy. from the intersection of MO 291 Hwy. & Blue Jay Dr. to North Havens Commercial Center Development.

The phases include the following items:

Phase I:

- Project Management
- Coordination Meetings
- Surveying and Utility Coordination
- Preliminary Engineering and Plans
- Right of Way Plans and Legal Descriptions
- Stewart Road Study
- Sidewalk Study for Cost Share Application
- Cost Share Application
- Public Outreach

Phase I was priced at \$225,000.00. At the end of Phase I, the City will have the option to amend the contract and continue the cost-share process through the design phase. Determination to carry the cost-share process through completion will be largely dependent on the applications and approval/denial from MoDOT.

Phase II:

- Project Management
- Coordination Meetings
- Final Design and Bid Documents

Phase II was priced at \$178,839.00.

This report involves an addition to the scope of work associated with the Cost Share Application, Phase I.

As part of the Cost Share Application, MoDOT required additional warrant analysis at the intersections of Blue Jay & MO 291 Hwy. and Stewart & MO 291 Hwy. Conducting the warrant analysis, MoDOT's review of the analysis and Cost Share application submittal were sequential and highly time sensitive. City staff issued a Notice to Proceed on June 13, 2023, to TranSystems Corporation to conduct the required scope of work (known as Supplement 1 and attached to this report) at a cost of \$8,414.00. This ordinance amendment formally revises the contract between the City of Liberty and TranSystems Corporation by increasing the Phase I contract amount from \$225,000.00 by \$8,414.00 to \$233,414.00.

City staff recommend the following action:

- Approve an ordinance amending ordinance No. 11672, thereby amending the contract with TranSystems Corporation by increasing the contract amount from \$225,000.00 by \$8,414.00 to \$233,414.00.

Previous Action (if applicable):

- Approval of a Contract with TranSystems on

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Approved March 2022
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 52.75.607.14.5626 Line Item:	Amount: \$225,000.00 + \$8414.00 = \$233,414.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. 2023-598 Amend Ord 11672
2. Task Order Supplement No. 1 (executed)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 11672, APPROVING AN
AGREEMENT FOR CITY OF LIBERTY PROJECT 22-003, M-291/BLUE JAY TRAFFIC
SIGNAL AND STEWART/M-291 INTERSECTION IMPROVEMENTS (FEDERAL AID
PROJECT STBG-3392(407) WITH TRANSYSTEMS CORPORATION
BY ACCEPTING SUPPLEMENT NO. 1

WHEREAS, a contract with TranSystems Corporation was approved on November 14, 2022 by Ordinance No. 11672 for \$225,000.00; and

WHEREAS, this amendment is for an increase in the contract amount by \$8,414.00 from \$225,000.00 to \$233,414.00.

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an amendment to Ordinance No. 11672 by approving Supplement No. 1 by and between the City of Liberty and Transystems, by increasing the agreement amount by EIGHT THOUSAND FOUR HUNDRED FOURTEEN AND 00/100 DOLLARS (\$8,414.00), from an amount of TWO HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$225,000.00), to TWO HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED FOURTEEN AND 00/100 DOLLARS (\$233,414.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract amendment as described in Section I of this Ordinance.

SECTION III

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

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

MAYOR

ORDINANCE NO. _____(CONT.)

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

NOTICE TO PROCEED

Owner: City of Liberty, MO

Owner's Contract No.: 22-003

Engineer: TranSystems

Engineer's Project No.:

Project: Liberty Route 291 and Blue Jay/Stewart Rd

Contract Name: STBG-3392(407)

Effective Date of Contract: 11/02/2022

Effective Date of Supplement: June - 13 - 2023

TO CONTRACTOR:

Owner hereby notifies Engineer that the Scope of Work within Supplement # 1 shall be authorized to run under the above Contract on June 13, 2023.

On that date, Engineer shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date.

Owner:



Authorized Signature

By: Sherri McIntyre

Title: Director of Public Works, City of Liberty

Date Issued: June 13, 2023

Copy: TranSystems

SUPPLEMENT No. 1

To

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

Between

TranSystems Corporation

And

City of Liberty, Missouri

Project #22-003

This Contract amendment is made by and between TranSystems Corporation and the Mayor, City Council and the Citizens of the City of Liberty, Missouri, a municipal corporation this ____ day of _____, 2023.

Whereas, it is the mutual desire of the parties hereto to amend the CONTRACT for PROFESSIONAL ENGINEERING SERVICES entered into on the 14th day of November, 2022, by the acceptance of Ordinance No. 11672 hereinafter called the Existing Contract.

Therefore, it is hereby agreed that the Existing Agreement be amended as follows:

1. Accept Attachment A "Supplement No. 1" and the associated fee summary

The above attachment revises the original scope of work and increase the contract fee by \$8,414.00.00 from \$225,000.00 to \$233,414.00.

This amendment will be deemed a part of, and be subject to, all terms and conditions of the Existing Agreement. Except as modified above, the Existing Agreement will remain in full force and effect.

CITY OF LIBERTY, MISSOURI

By: _____
Mayor

TranSystems Corporation

By: 

End Supplement No.1

Scope of Services

General Information	1
Data Collection and Processing.....	1
Blue Jay Drive and Route 291 Traffic Signal Warrant Analysis	2
Stewart Road and Route 291 Analysis.....	3
Traffic Report.....	3
Information Provided by Others	3
Assumptions	3
Fee	4

Scope of Services

General Information

The project will improve Route 291 in Liberty including; adding a traffic signal with ADA accommodations at Blue Jay Drive, addressing the safety concerns at Stewart Road, adding sidewalks and crosswalks to connect the Blue Jay Drive intersection to the hotels on the east side of 291 to the north approximately 500' and add sidewalks and other related improvements as determined and approved in a cost share agreement between the City of Liberty and MoDOT. The MoDOT LPA manual and standards will be followed.

This scope of services cannot identify the exact improvements that will be accomplished as part of the potential cost share agreement between the City of Liberty and MoDOT, but in general they will include approximately \$750,000 in construction costs worth of sidewalk improvements between Stewart Road and Kansas Street on either side of Route 291. These improvements will include sidewalk, and may include curb and gutter, storm drainage, driveways, new right-of-way, and utility relocations.

This scope of services includes the survey and conceptual design, but excludes the preliminary, Right-of-Way and Final design for the City of Liberty and MoDOT cost share improvements from this original contract. This scope of services also includes the environmental investigation for the entire corridor and permitting will be accomplished later for the funded improvements. If additional improvements are funded by a cost share between the City of Liberty and MoDOT we will prepare and submit a supplemental scope and fee for these additional tasks. No supplement is anticipated for the environmental permitting as long as it is limited to a CE document.

A traffic impact study (TIS) was completed in 2019 with the development of McBee's Coffee and Carwash at Blue Jay Drive and Route 291. The study showed that a traffic signal was warranted at Blue Jay Drive and Route 291 with the full closure of Stewart Road. Based on conversations with City and MoDOT staff, TranSystems was asked to explore leaving Stewart Road open with access restricted to Right-in/Right-out only and reviewing the traffic signal warrants at Blue Jay Drive. TranSystems shall perform the additional Services described below based on this updated direction.

All other terms of the original agreement remain as defined in said agreement.

Data Collection and Processing

Obtain turning movement traffic counts for the intersection(s) noted below and shown as a yellow circle(s) in **Figure 1**. Count data will be for the AM and PM peak hours, assumed to be 7:00-8:30 AM and 4:30-6:00 PM based on previously completed TIS.

- Route 291 & Blue Jay Drive
- Route 291 & Stewart Road

Obtain existing crash data using MoDOT's crash statistics map for the studied intersections noted above for the past 5 years (2017-2022). In addition, any crash records provided by the City will also be evaluated and included in the report.

Scope of Services

Perform spot speed studies to obtain vehicle speeds along Route 291 noted below and shown as a blue circle(s) in **Figure 1**.

- Route 291 & North of Stewart Road
- Route 291 & South of Blue Jay Drive

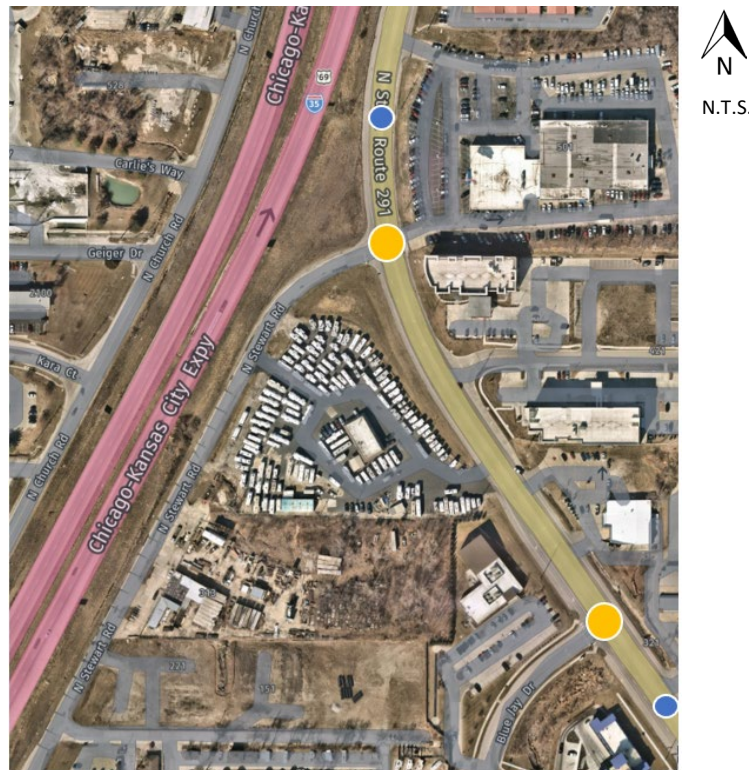


Figure 1: Route 291 Intersections: Stewart Road and Blue Jay Drive

Blue Jay Drive and Route 291 Traffic Signal Warrant Analysis

Traffic Signal warrant analysis will be performed at Route 291 & Blue Jay Drive. At a minimum, warrant analysis will include:

- Warrant 1 – Eight-Hour Vehicular Volume
- Warrant 2 – Four-Hour Vehicular Volume
- Warrant 7 – Crash Experience

Scope of Services

Stewart Road and Route 291 Analysis

Evaluate the intersection of Route 291 and Stewart Road for Right-in/Right-out access based on the MoDOT Engineering Policy Guide (EPG).

Evaluate the intersection of Route 291 and Stewart Road for southbound right-turn lane and acceleration lane warrants based on the MoDOT Engineering Policy Guide (EPG).

Traffic Report

Prepare a traffic memo documenting the findings of the study. Provide a PDF copy of the memorandum sealed by a Professional Engineer in the State of Missouri to the client. The memorandum will document the data collected, analysis, and recommend actions and impacts.

Information Provided by Others

- 2021 Turning Movement counts at Stewart Road and Route 291 from MoDOT
- Crash Information from the last 5 years provided by the City to supplement data obtained from MoDOT's crash statistics map.

Assumptions

- No Traffic Signal Warrant Analysis at Stewart Road will be provided in this scope of services.
- 24-hour counts will NOT be provided. As discussed with MoDOT and the City, collecting 24-hour counts during the month of June 2023 is not advised since local schools are not in session and may affect traffic patterns. Counts for 8-hour and 4-hour warrants will use data from a previously completed traffic impact study (TIS) titled "Liberty Triangle Car Wash Development" prepared on December 11, 2019. Using data provided by MoDOT and turning movement counts acquired during this study, the 2019 data will be factored using Engineering judgment to estimate 2023 volumes.

Scope of Services

Fee

Fee Summary and Breakdown by Phase/Task

Phase	Phase and Task	2023 Rates	E5	E4	E3/SC5	E2/SC3/P2	T3/SC2/E1	T1	Direct Labor	Expenses
			\$105	\$90	\$84	\$54	\$43	\$25		
1	Data Collection and Processing		0	0	0	8	10	10	\$ 1,112.00	\$ 50.00
	Turning Movement Traffic Counts						8	8	\$ 544	\$ 50
	Existing Crash Data (2017-2022)					8			\$ 432	
	Spot Speed Studies						2	2	\$ 136	
1	Blue Jay Drive and Route 291 Traffic Signal Warrant Analysis				2	8			\$ 600.00	
1	Stewart Road and Route 291 Analysis		0	0	2	4	0	0	\$ 384.00	
	Right-in/Right-out Access Evaluation				1	2			\$ 192	
	Southbound Right-Turn Lane and Acceleration Lane Warrants				1	2			\$ 192	
1	Traffic Report		1		4	8			\$ 873.00	
	Subtotal Hours		1	0	8	28	10	10		

Phase 1	Direct Labor	\$ 2,969
	OH Rate = 147.13%	\$ 4,368
	Subtotal	\$ 7,337
	Fixed Fee = 14%	\$ 1,027
	Subtotal	\$ 8,364
	Reimbursable Expenses	\$ 50
	Subtotal	\$ 8,414
	PHASE 1 TOTAL	\$ 8,414