



Agenda

City Council Regular Session

Monday, August 14, 2023 - 7:00 PM
Council Chambers

- I. Call to Order**
- II. Invocation and Pledge of Allegiance**
 - A. COUNCIL MEMBER GENE GENTRUP
- III. Roll Call**
- IV. Approve Minutes and Summaries**
 - A. REGULAR SESSION MINUTES OF JUNE 26, 2023
- V. Citizens' Participation**
- VI. Meeting Schedule**
- VII. Consent Agenda**
 - A. REGULAR SESSION MINUTES OF JUNE 12, 2023
 - B. MOTION TO AFFIRM THE EMAIL VOTE OF JULY 18, 2023 TO APPROVE A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR THE KNIGHTS OF COLUMBUS FEAST DAY BLACKLIGHT BINGO EVENT TO BE HELD AT ST. JAMES CATHOLIC CHURCH LOCATED AT 309 S. STEWART ROAD, LIBERTY, MISSOURI ON SATURDAY, JULY 22, 2023
- VIII. Public Hearings**
- IX. Ordinances, Contracts and Resolutions**
 - A. ACKNOWLEDGEMENT OF VENDOR PAYMENTS FOR THE PERIOD OF JULY 14, 2023 TO AUGUST 4, 2023
 - B. ORDINANCE APPROVING AN AGREEMENT WITH MID-AMERICA REGIONAL COUNCIL PERTAINING TO GRANT FUNDING FOR SENIOR SERVICES FOR THE FY 2023-2024 FOR AN AMOUNT NOT TO EXCEED \$125,826.00
 - C. ORDINANCE AUTHORIZING RE-ESTABLISHMENT OF A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS AND EMPLOYEES
 - D. RESOLUTION NOMINATING SUCCESSOR DIRECTORS FOR CONSIDERATION BY THE MAYOR AND CITY COUNCIL FOR THE 901 SOUTH 291 COMMUNITY IMPROVEMENT DISTRICT
 - E. RESOLUTION ACCEPTING GRANT FUNDING FROM THE KANSAS CITY AREA TRANSPORTATION AUTHORITY FOR THE PURCHASE OF A 12 PASSENGER BUS FOR THE LIBERTY PARKS AND RECREATION DEPARTMENT LIBERTY ACCESS TRANSPORTATION PROGRAM

- F. ORDINANCE APPROVING A CONTRACT WITH HEARTLAND TRAFFIC SERVICES, INC. FOR CITY OF LIBERTY PROJECT 23-011 2023 PAVEMENT MARKINGS
 - G. ORDINANCE APPROVING AN AGREEMENT FOR CITY OF LIBERTY PROJECT 23-009, CITY OF LIBERTY TRANSPORTATION MASTER PLAN WITH HDR ENGINEERING INC. IN AN AMOUNT NOT TO EXCEED \$228,354.00 FOR PHASE I
 - H. ORDINANCE AMENDING ORDINANCE NO. 11721 APPROVING A CONTRACT WITH PRECISION CONSTRUCTION & CONTRACTING FOR THE 2023 CONCRETE FLATWORK REPLACEMENT PROJECT
 - I. RESOLUTION ACCEPTING THE 2023 CONCRETE FLATWORK REPLACEMENT PROJECT WITH PRECISION CONSTRUCTION & CONTRACTING
 - J. ORDINANCE APPROVING A CONTRACT WITH THE KANSAS CITY AREA TRANSPORTATION AUTHORITY FOR A THREE-MONTH IRIS PILOT ON-DEMAND TRANSPORTATION PROGRAM THROUGH WHC (ZTRIP) FROM SEPTEMBER 1, 2023 THROUGH NOVEMBER 30, 2023
 - K. ORDINANCE APPROVING THE PROPERTY ACQUISITION OF 427 MILL STREET
 - L. RESOLUTION ACCEPTING TRACT 17, CLAY RIDGE 4TH PLAT, AND TRACT A, CLAY BROOKE 1ST PLAT, OF THE CITY OF LIBERTY, MISSOURI
- 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
June 26, 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 June 26, 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 Graham, who then led the pledge of allegiance.

III. ROLL CALL

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

Council Members Absent: Kelley Wrenn Pozel, Ward II
Michael Hagan, Ward IV

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
Jimmy Gibbs, Asst. Recreation Director
Jim Martin, Police Chief
John Mills, Fire Chief
Chris Young, Fire Division Chief – Support Services
Katherine Sharp, Planning and Development Director
Wade Thomas, Technology and Logistics Director
Sherri McIntyre, Public Works Director
Claire Rogers, Asst. Director of PR & Communications
Beth Vanderhoorn, Acting Deputy City Clerk

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

IV. APPROVE MINUTES AND SUMMARIES

V. CITIZENS' PARTICIPATION

Dwayne Holtzclaw, 113 Kevin Street, Excelsior Springs, MO stated Block 174 is a property rights issue which was privately owned, bought and paid for. Stop the revestment lawsuit.

Carrie Longsdale, 1320 Huntington Dr., spoke about human rights, freedom of speech and the humility of the Mayor.

Marty Jacobs, 1541 Canterbury Lane, spoke of deeds proving legal ownership. Whoever owns it in 2023 needs to produce the document.

Mary Hill, 1354 Wildbriar Dr., expressed concerns of the deforestation at Stocksedale park. She enjoys the terrain, flora and fauna of Walnut Woods which is maintained by the MO Dept. of Conservation, and is concerned about the disk golf course. She appreciated staff's response to her complaint, but asked to please stop where we are and no more.

Jane Boswell, 208 Rex Rd., works with Clay County for Inclusion. Understands the Block 174 monument has been up for 116 years and is in the courts. Its presence is emotion and she showed an artistic rendition of the monument and what it would look like when the statue is removed.

Marlena Porter, 204 E. Franklin St. #15, Block 174 is private property and is in support of Mr. Holtzclaw.

David Sallee, 9531 N Laurel, Kansas City, MO, spoke about the Veterans Memorial and how it does not include Confederates and they aren't recognized as veterans.

Mayor Canuteson proclaimed July 2023 as Parks and Recreation month.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

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

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

Custom Fiberglass Coaches have the best features, cost and delivery. Custom Fiberglass Coaches provided an estimate for their PRO 6W6 model that included six animal compartments of the preferred size with a pass-through door on the front compartments, roof rack, LED lights, back up alarm and floor drainage trough.

Additional options were added to include air conditioning and heating system with digital temperature monitoring in the cab, pull out ramp for front passenger compartment, blind spot mirror, catch pole holder with locking access door and relocating rear vision camera from tailgate to body.

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

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

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

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

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

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

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

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Ponder, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Inscribed in Resolution No. 3335.

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

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

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

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

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Ponder, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Inscribed in Resolution No. 3336.

VIII. PUBLIC HEARINGS

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

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

Document No. 9615 was read.

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

Roll Call

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Ponder, Travis, Graham, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11781.

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

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

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

Staff finds that this application meets the standards of review for a final development plan.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3337.

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

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

To ensure that yards do not inadvertently become parking lots, the proposed code changes will allow: A driveway from the street to the garage or parking space; and one parking space alongside the driveway (to the side of the house and not in the customary front yard; this is made clearer in another section of the code, UDO Article XIII, Parking); and one parking pad in the rear or side yard to park one RV or boat.

Document No. 9616 was read.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11782.

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

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

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

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

Document No. 9617 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11783.

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

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

This contract with artist John Bannon is to purchase a sculpture titled "Drop" for the City's permanent public art collection to be installed in Ruth Moore Park. This sculpture is currently located at the corner of Franklin & Main and will be moved to its permanent location at Ruth Moore Park's Community Garden in September.

Document No. 9618 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11784.

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

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

This contract with artist Kimber Fiebiger is to purchase a sculpture titled "C'est La Vie" for the City's permanent public art collection to be installed in a location to be determined. This sculpture is currently located near the City Hall Fountain on a bench and will be moved to its permanent location on the new wall by the Kansas Street entrance to City Hall.

Document No. 9619 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11785.

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

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

This contract with artist Jim Wolnosky is to purchase a sculpture titled "Things are Getting Better" for the City's permanent public art collection to be installed in a location to be determined. The purchase price is the same amount as the one-year lease price. Therefore, the Arts Commission is recommending purchasing the sculpture for the city's permanent collection.

Document No. 9620 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 Phillips moved to approve the ordinance. Council Member Graham seconded the motion.

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11786.

- X. OTHER BUSINESS
- XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR
- XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL
- XIII. ADJOURNMENT

The meeting adjourned at 7:53 p.m.

Attest:

Mayor

Deputy City Clerk



City Council Meeting

Regular Session Minutes
June 12, 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 June 12, 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 Shelton Ponder, who then led the pledge of allegiance.

III. ROLL CALL

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

Council Members Absent: None

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
Jimmy Gibbs, Asst. Parks Director - Recreation
Jim Martin, Police Chief
John Mills, Fire Chief
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk
Hailey Kellerstrass, Recreation Manager – Community Services

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

IV. APPROVE MINUTES AND SUMMARIES

V. CITIZENS' PARTICIPATION

Tim Vorn lives in Buckner, Missouri and is a member of the Son's of Confederate Veterans or the SCV (Successor Organization of the United Confederate Veterans and current owners of Block 174 in Fairview Cemetery. Mr. Vorn proposes that some people have ideas about the character of the SCV that aren't true and that they consider the SCV a racist organization. Mr. Vorn stated that they as an organization detest this idea. The SCV is made up of all people from all walks of life including white, black, Hispanic and Native American.

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, MO. Mr. Holtzclaw stated his uncle Mayor John Wilhaul sold Block 174 on January 6, 1900. He sold it for the soul purpose to bury veterans. Mr. Holtzclaw has a cousin buried there who was an American Military Combat Veteran. Mr. Holtzclaw asked that the City stop the revestment lawsuit and that there is nothing lower than attacking the grave of a military combat veteran.

Mayor Canuteson Proclaimed June 21, 2023 as Make Music Day in the City of Liberty.

Mayor Canuteson Proclaimed June 18, 2023 as a day to celebrate the 50th Anniversary of the Liberty Meals on Wheels Program.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

- A. MOTION TO APPROVE THE PURCHASE OF NEW SHADE SYSTEMS INCLUDING WHOLE FABRICS, GALVANIZED CABLE AND CABLE CLAMPS FROM ALL INCLUSIVE REC, LLC. IN AN AMOUNT NOT TO EXCEED \$50,233.48

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

The nine ball fields include two shade canopies each for the home and away team spectators and three larger shade structures for sun protection near the concession stands and gathering areas. All of the shade structures were supplied and installed by All Inclusive Rec, LLC and they are the supplier for replacement canopies and parts as needed. The structures and fabrics are proprietary, requiring that we purchase replacement fabrics and fasteners from All Inclusive Rec, LLC. A severe weather event in the Spring of 2022 damaged all of the shade fabrics in varying degrees, requiring full replacement.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

- B. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR THE LIBERTY AREA CHAMBER OF COMMERCE LIBERTYFEST EVENT AT CAPITOL FEDERAL SPORTS COMPLEX ON JULY 3, 2023 AT 2200 OLD STATE HIGHWAY 210 (CAPITOL FEDERAL SPORTS COMPLEX)

The Liberty Area Chamber of Commerce has applied for a temporary liquor license to serve alcohol at the Liberty Fest Beer Garden, to be held on July 3, 2023 at the Capitol Federal Sports Complex. Because the public will have access to the event, State statute and City ordinance require a license. The necessary certificate of liability insurance and authorization letter have been provided by the applicant. The

application and necessary certificate of liability insurance has been reviewed by the appropriate staff and approval is recommended.

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

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

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3332.

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

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

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

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

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3333.

D. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR THE HISTORIC DOWNTOWN LIBERTY, INC. FALL FEST BEER GARDEN EVENT ON SEPTEMBER 20, 2023 THROUGH SEPTEMBER 24, 2023 AT N. MISSOURI STREET BETWEEN E. FRANKLIN STREET AND E. KANSAS STREET

The Historic Downtown Liberty, Inc. has applied for a temporary liquor license to serve alcohol at the Fall Fest Beer Garden, to be held on September 20th through September 24, 2023 at N. Missouri Street between E. Franklin Street and E. Kanas Street. Because the public will have access to the event, State statute and City ordinance require a license. The necessary certificate of liability insurance and authorization letter have been provided by the applicant. The application and necessary certificate of liability insurance has been reviewed by the appropriate staff and approval is recommended.

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

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

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3334.

VIII. PUBLIC HEARINGS

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ACKNOWLEDGEMENT OF VENDOR PAYMENTS FOR THE PERIOD OF MAY 12, 2023 TO JUNE 2, 2023

Document No. 9613 was read.

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

Roll Call

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11779.

B. ORDINANCE AMENDING ORDINANCE NO. 11663, APPROVING A GUARANTEED PRICING CONTRACT WITH MYRICK MECHANICAL PERTAINING TO CITYWIDE HVAC PREVENTIVE MAINTENANCE AND REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED \$125,000.00

Heartland Mechanical has served as the City of Liberty's HVAC service provider for the past five years with very satisfactory results. This contract (2021) was written as a one-year contract, with an opportunity to renew the contract for two additional one-year terms (2022 and 2023). This agreement is for year three (FY 2023) and is the final year of three, one-year agreements.

Heartland Mechanical notified staff in April 2023 that they would no longer accept new jobs and would be absorbed by Myrick Mechanical in May 2023. Current Heartland Mechanical service technicians with knowledge of the City of Liberty facilities will transfer to Myrick Mechanical.

Staff met with Myrick Mechanical in April to discuss the current contract between the City of Liberty and Heartland Mechanical. Myrick Mechanical will honor the terms of the current contract between the City of Liberty and Heartland Mechanical that expires on December 31, 2023.

Document No. 9614 was read.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11780.

X. OTHER BUSINESS

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 7:43 p.m.

Attest:

Mayor

Deputy City Clerk



City Council Special Session

Confirmation of July 18, 2023 Email Vote

A special session meeting of the City Council of the City of Liberty, Missouri was posted for July 17, 2023 at 7:00 p.m. in the Council Chambers

Council Members Present: Shelton Ponder, Ward I
Michael Hagan, Ward IV

Council Members Absent: Harold Phillips, Ward I
Kelley Wrenn Pozel and Adam Travis, Ward II
Kevin Graham and Jeff Watt, Ward III
Gene Gentrup, Ward IV

Staff Present: Curt Wenson, City Administrator
Shawwna Funderburk, Chief Strategic Operations Officer
Vicki McClure, Finance Director
BJ Staab, Parks and Recreation Director
Jimmy Gibbs, Assistant Parks and Recreation Director
Hailey Kellerstrass, Community Services Manager
Jim Martin, Police Chief
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

Public Present: Kellie Houx, Liberty Tribune
1 member of the public

Lacking a quorum, the meeting was not held.

As time was of the essence, an email vote was conducted for the following item on July 18, 2023.

- A. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR THE KNIGHTS OF COLUMBUS FEAST DAY BLACKLIGHT BINGO EVENT TO BE HELD AT ST. JAMES CATHOLIC CHURCH LOCATED AT 309 S. STEWART ROAD, LIBERTY, MISSOURI ON SATURDAY, JULY 22, 2023

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

The Knights of Columbus have applied for a temporary liquor license to serve alcohol for their 'Feast Day Blacklight Bingo' event on Saturday, July 22, 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 Knights of Columbus to hold this event on July 22, 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 St. James Church Knights of Columbus 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.

Vote: Motion passed 5-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3343

Mayor

Attest:

Deputy City Clerk

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF JULY 14, 2023 TO AUGUST 4, 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	\$ 944,348.59
LIMITED CAPITAL FUND	11	\$ 125,541.37
TIF-SLP WHITEHALL	31	\$ 2,985.00
CAPTIAL SALES TAX FUND	50	\$ 230,577.44
TRANSPORTATION SALES TAX FUND	52	\$ 816,847.17
ECO/DEVO SALES TAX FUND	56	\$ 8,744.05
FIRE SALES TAX FUND	58	\$ 41,189.63
PUBLIC SAFETY SALES TAX FUND	59	\$ 21,529.70
PARKS FUND	60	\$ 53,582.45
SPORTS COMPLEX FUND	61	\$ 52,799.40
COMMUNITY CENTER FUND	65	\$ 93,054.69
TRANSIENT GUEST TAX FUND	67	\$ 26,759.47
CEMETERY MAINTENANCE FUND	73	\$ 15,222.53
LOSS CONTROL FUND	75	\$ 500.00
WATER OPERATING FUND	90	\$ 360,144.56
WASTEWATER OPERATING FUND	92	\$ 268,243.46
WATER CAPITAL FUND	94	\$ 273,115.07
WASTEWATER CAPITAL FUND	96	\$ 376,540.97
SOLID WASTE FUND	98	\$ 167,564.82
PAYROLL CHECKS & BENEFITS	7/28/23	\$ 1,237,030.95
TOTAL APPROPRIATIONS		<u><u>\$ 5,116,321.32</u></u>

PASSED by the Council this 14th day of August, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 14th day of August, 2023.

MAYOR

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 21st CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
A TO Z PROPERTY MGMT .14556									
182546	07/21/23	WTR REFUND	38.16	041789	101 0790 00 16		P - W	WATER REFUNDS	90.2495
ALAM/SHAH .14557									
182547	07/21/23	WTR REFUND	91.33	041790	102 2145 00 07		P - W	WATER REFUNDS	90.2495
AMEREN MISSOURI 007206									
1917	07/19/23	ELECTRIC SERVICE	73.07	041873	54334-08113		P - H	ELECTRIC	90.70.801.12.5401
1917	07/19/23	ELECTRIC SERVICE	33.29	041874	29334-08115		P - H	ELECTRICITY-STRE	10.70.225.12.5405
1917	07/19/23	ELECTRIC SERVICE	14.81	041875	48334-08115		P - H	EMERGENCY MGT MA	10.50.300.14.5553
			121.17	*CHECK TOTAL					
		VENDOR TOTAL	121.17						
AMERIGLASS CLEANING INC 006196									
182548	07/21/23	FIRE WINDOW CLEANING	80.00	041754	182374		P - W	BUILDING MAINTEN	10.50.300.14.5571
AMES II/RICHARD ASHLEY 006627									
182549	07/21/23	CCTR SWIM INSTR	96.00	041795	7/6		P N W	PRIVATE SWIMMING	65.60.417.08.8125
APPLIED TACTICS LLC 000695									
182550	07/21/23	POL GUN INSTR COURSE	1,600.00	041755	0017		P N W	REGISTRATION FEE	10.40.500.06.5251
BOARD OF POLICE COMMISSI 000142									
182551	07/21/23	POL LAB SERVICES	255.66	041796	11098		P - W	MISCELLANEOUS FE	10.40.500.08.5399
BOUND TREE MEDICAL LLC 002300									
182552	07/21/23	FIRE EMS SUPPLIES	36.20	041756	85013562		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
182552	07/21/23	FIRE EMS SUPPLIES	2,263.48	041757	85011167		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
182552	07/21/23	FIRE EMS SUPPLIES	612.00	041797	85018278		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
182552	07/21/23	FIRE EMS SUPPLIES	213.25	041798	85018277		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
182552	07/21/23	FIRE EMS SUPPLIES	230.99	041799	85020370		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
			3,355.92	*CHECK TOTAL					
		VENDOR TOTAL	3,355.92						
BRADY INDUSTRIES OF KANS 000081									
182553	07/21/23	2023 CUSTODIAL SUPPLIES	300.80	041835	8155384	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
BRINK'S INCORPORATED 006469									
182554	07/21/23	COURIER SERVICE	131.99	041800	12330798		P - W	FINANCIAL SERVIC	10.30.130.08.5346
182554	07/21/23	COURIER SERVICE	99.00	041800	12330798		P - W	FINANCIAL SERVIC	61.60.458.08.5346
182554	07/21/23	COURIER SERVICE	118.78	041800	12330798		P - W	FINANCIAL SERVIC	90.30.133.08.5346
182554	07/21/23	COURIER SERVICE	151.78	041800	12330798		P - W	FINANCIAL SERVIC	92.30.134.08.5346
182554	07/21/23	COURIER SERVICE	59.39	041800	12330798		P - W	FINANCIAL SERVIC	98.30.135.08.5346
182554	07/21/23	COURIER SERVICE	99.00	041800	12330798		P - W	FINANCIAL SERVIC	65.60.491.08.5346
			659.94	*CHECK TOTAL					
		VENDOR TOTAL	659.94						
BRONKE/RONALD .14558									
182555	07/21/23	WTR REFUND	20.31	041791	105 0690 00 01		P - W	WATER REFUNDS	90.2495

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
BROWNE/KAITLYNN .14562									
182556	07/21/23	FIRE TRAINING REIMB	500.00	041801	2023		P - W	TRAINING TRAVEL	75.50.780.06.5210
BRYANT/COLE CHRISTOPHER 000616									
182557	07/21/23	CCTR SWIM INSTR	405.00	041802	7/11-7/17		P N W	PRIVATE SWIMMING	65.60.417.08.8125
182557	07/21/23	CCTR SWIM INSTR	22.00	041802	7/11-7/17		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
			427.00	*CHECK TOTAL					
		VENDOR TOTAL	427.00						
CBIZ BENEFITS & INSURANC 008459									
182558	07/21/23	CYBER POLICY ANNUAL PREM	52,107.00	041803	582903		P - W	OTHER PREPAYMENT	10.1810
182558	07/21/23	PROP/LIABILITY PREM	493,150.82	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	10.1810
182558	07/21/23	PROP/LIABILITY PREM	1,357.50	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	50.1810
182558	07/21/23	PROP/LIABILITY PREM	3,393.74	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	52.1810
182558	07/21/23	PROP/LIABILITY PREM	1,250.22	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	56.1810
182558	07/21/23	PROP/LIABILITY PREM	1,696.88	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	58.1810
182558	07/21/23	PROP/LIABILITY PREM	17,529.70	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	59.1810
182558	07/21/23	PROP/LIABILITY PREM	33,117.28	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	60.1810
182558	07/21/23	PROP/LIABILITY PREM	26,138.88	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	61.1810
182558	07/21/23	PROP/LIABILITY PREM	46,004.40	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	65.1810
182558	07/21/23	PROP/LIABILITY PREM	1,041.37	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	67.1810
182558	07/21/23	PROP/LIABILITY PREM	91,700.84	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	90.1810
182558	07/21/23	PROP/LIABILITY PREM	109,580.77	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	92.1810
182558	07/21/23	PROP/LIABILITY PREM	612.60	041804	7/1-23-6/30/24		P - W	OTHER PREPAYMENT	98.1810
			878,682.00	*CHECK TOTAL					
		VENDOR TOTAL	878,682.00						
CENTRAL JACKSON CO FPD 008355									
182559	07/21/23	FIRE CPR CARDS	10.00	041758	TC12-112		P - W	CPR TRAINING SUP	10.50.315.04.5025
182559	07/21/23	FIRE CJCYPD CONTRACT	3,000.00	041836	TC23-112		230012 P - W	TRAINING COSTS	10.50.315.06.5259
			3,010.00	*CHECK TOTAL					
		VENDOR TOTAL	3,010.00						
CENTRAL POWER SYSTEMS IN 001788									
182560	07/21/23	FIRE #605 ENG RPR	4,377.03	041759	R110014316		P - W	VEHICLE MAINTENA	10.50.301.14.5541
CHUCK ANDERSON FORD INC 006320									
182561	07/21/23	POL #201 BRAKES	1,274.11	041805	FOCS171580		P - W	VEHICLE MAINTENA	10.40.500.14.5541
182561	07/21/23	PW FORD TRUCKS	52,901.16	041837	15946	230060	P - W	CAPITAL EQUIPMEN	50.70.201.36.7201
			54,175.27	*CHECK TOTAL					
		VENDOR TOTAL	54,175.27						
CINTAS RENTAL SERVICE 000129									
182562	07/21/23	FIRE MOPS	65.93	041760	4160700162		P - W	PEST CONTROL/MOP	10.50.300.08.5369
CLAY COUNTY 000349									
182563	07/21/23	TOURISM GRANT REIMB	3,695.00	041806	2023 TOURISM		P - W	CONTRIBUTIONS TO	67.20.061.38.5807
COLEMAN/JEREMI .14560									
182564	07/21/23	WTR REFUND	52.45	041793	224 0450 00 03		P - W	WATER REFUNDS	90.2495

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CUMMINS SALES AND SERVIC		004424									
		182565	07/21/23	FIRE GENERATOR MAINT	408.73	041807	H9-62907		P - W	EMERGENCY MGT MA	10.50.300.14.5553
CY YOUNG INDUSTRIES, INC		000605									
		182566	07/21/23	PKS THEATER SEAT RENOVAT	8,000.00	041838	19411	230023	P - W	EQUIPMENT-CHARIT	60.60.415.36.7201
DAYMARK SOLUTIONS INC		009175									
		182567	07/21/23	POL ID CARDS	183.50	041808	108443		P - W	MISCELLANEOUS FE	10.40.500.08.5399
DEHN DEMOLITION LLC		.14561									
		182568	07/21/23	WTR REFUND	677.59	041794	354 0019 00 01		P - W	WATER REFUNDS	90.2495
DENALI WATER SOLUTIONS		004182									
		182569	07/21/23	SWR DISPOSAL WTR PLANT	14,700.00	041839	INV538887	230037	P N W	FEES-BIOSOLID DI	92.70.902.08.5370
ENCOMPAS		005038									
		182570	07/21/23	POL ANNUAL MAINT	233.66	041761	3829		P - W	MINOR EQUIPMENT	10.40.500.18.5601
EVERGY		008892									
		1918	07/19/23	ELECTRIC SERVICE	1,152.89	041876	JUNE		P - H	ELECTRIC	10.20.051.12.5401
		1918	07/19/23	ELECTRIC SERVICE	1,539.62	041876	JUNE		P - H	ELECTRIC	10.50.300.12.5401
		1918	07/19/23	ELECTRIC SERVICE	5,838.98	041876	JUNE		P - H	ELECTRIC	10.70.221.12.5401
		1918	07/19/23	ELECTRIC SERVICE	615.34	041876	JUNE		P - H	ELECTRIC	10.70.225.12.5401
		1918	07/19/23	ELECTRIC SERVICE	62,803.58	041876	JUNE		P - H	ELECTRICITY-STRE	10.70.225.12.5405
		1918	07/19/23	ELECTRIC SERVICE	1,301.51	041876	JUNE		P - H	ELECTRICITY-TRAF	10.70.225.12.5406
		1918	07/19/23	ELECTRIC SERVICE	23.97	041876	JUNE		P - H	ELECTRIC	73.70.226.12.5401
		1918	07/19/23	ELECTRIC SERVICE	1,345.39	041876	JUNE		P - H	ELECTRIC	60.60.420.12.5401
		1918	07/19/23	ELECTRIC SERVICE	7,172.56	041876	JUNE		P - H	ELECTRIC	61.60.458.12.5401
		1918	07/19/23	ELECTRIC SERVICE	11,468.68	041876	JUNE		P - H	ELECTRIC	65.60.491.12.5401
		1918	07/19/23	ELECTRIC SERVICE	25,146.34	041876	JUNE		P - H	ELECTRIC	90.70.802.12.5401
		1918	07/19/23	ELECTRIC SERVICE	42,354.71	041876	JUNE		P - H	ELECTRIC	92.70.902.12.5401
					160,763.57	*CHECK TOTAL					
				VENDOR TOTAL	160,763.57						
EXCELSIOR SPRINGS HOSPIT		005838									
		182571	07/21/23	FIRE EMS SUPPLIES	16.44	041809	4629		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
FIRE RECOVERY EMS LLC		005342									
		182572	07/21/23	AMB BILLING CHARGES	8,741.03	041840	072023LYMO		P N W	CONTRACT LABOR-A	10.95.140.08.5397
FLOTTWEG SEPARATION TECH		006525									
		182573	07/21/23	WWT PARTS FOR CENTRIFUGE	71,750.00	041841	67602	220111	P - W	ENGINEERING DESI	96.70.901.36.7501
		182573	07/21/23	WWT PARTS FOR CENTRIFUGE	9,496.90	041842	67599	220111	F - W	ENGINEERING DESI	96.70.901.36.7501
					81,246.90	*CHECK TOTAL					
				VENDOR TOTAL	81,246.90						
FOLEY EQUIPMENT CO INC		006120									
		182574	07/21/23	WT PARTS #143	240.03	041810	PS400480722		P - W	VEHICLE MAINTENA	10.70.225.14.5541

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
FRICK/RUSSELL				005694							
	182617	07/21/23	PKS	PICKLEBALL DIRT	1,350.00		041762 752261			P N W NEIGHBORHOOD PAR	11.60.415.36.7307
	182617	07/21/23	WTR	DIRT	125.00		041763 752262			P N W MAINS & LINES MA	90.70.801.14.5532
	182617	07/21/23	WWT	DIRT	125.00		041763 752262			P N W MAINS & LINES MA	92.70.901.14.5532
					1,600.00		*CHECK TOTAL				
				VENDOR TOTAL	1,600.00						
GALL'S INC				005394							
	182575	07/21/23	FIRE	UNIFORMS	124.20		041764 024999758			P - W CLOTHING EXPENSE	10.50.301.38.5812
	182575	07/21/23	FIRE	UNIFORMS	211.56		041765 025007212			P - W CLOTHING EXPENSE	10.50.301.38.5812
	182575	07/21/23	POL	UNIFORM BOOTS	274.06		041811 025029624			P - W CLOTHING EXPENSE	10.40.500.38.5812
					609.82		*CHECK TOTAL				
				VENDOR TOTAL	609.82						
GIFFORD/MEGAN				000627							
	182576	07/21/23	CCTR	SWIM INSTR	195.00		041812 7/12-7/17			P N W PRIVATE SWIMMING	65.60.417.08.8125
GT DISTRIBUTORS INC				006123							
	182577	07/21/23	POL	UNIFORM BOOTS	243.00		041813 UNIV0026274			P - W CLOTHING EXPENSE	10.40.500.38.5812
HASTY AWARDS				004458							
	182578	07/21/23	CCTR	SWIM MEET RIBBONS	169.10		041766 06230359			P - W SWIM TEAM	65.60.417.08.8124
HDR ENGINEERING INC				006018							
	182579	07/21/23	PW	TASK ORDER #7	1,855.00		041843 1200539737	220134		P - W OVERLAY PROGRAM	52.75.607.14.5501
	182579	07/21/23	PW	SHEPHERD ROAD STUDY	9,915.00		041844 1200539739		230069	P - W ENGINEERING DESI	11.70.225.36.7501
	182579	07/21/23	PW	WITHERS & HOLT TRAF	490.00		041845 1200539741		230077	P - W TRAFFIC SIGNAL U	52.75.607.14.5626
					12,260.00		*CHECK TOTAL				
				VENDOR TOTAL	12,260.00						
HEARTLAND COCA-COLA				000076							
	182580	07/21/23	PKS	COCA COLA PRODUCTS	2,906.78		041846 36539813021	230028		P N W CONCESSION	61.60.458.04.5007
HELGET GAS PRODUCTS				006305							
	182581	07/21/23	FIRE	OXYGEN	18.95		041814 0002650000			P - W CHEMICALS	10.50.311.04.5010
HILL/DAVID				000528							
	182582	07/21/23	CCTR	SWIM INSTR	342.00		041815 7/11-7/13			P N W PRIVATE SWIMMING	65.60.417.08.8125
HY-VEE FOOD				006115							
	182583	07/21/23	EMPL	PICNIC	1,415.00		041767 7508500			P - W MISCELLANEOUS EX	10.20.001.38.5989
IDEKER INC				005268							
	182584	07/21/23	ST	ASPHALT	1,466.40		041816 22751			P - W ASPHALT-STREET R	50.75.607.14.5621
INDEPENDENT DOOR & GATE				006296							
	182585	07/21/23	ACTL	GATE REPAIRS	287.50		041817 513990			P - W MISC EQUIPMENT M	10.20.051.14.5559
JANI-KING OF KANSAS CITY				000696							
	182595	07/21/23	CCTR	CLEANING SERVICE	850.00		041771 KSC06230751			P - W CONTRACT LABOR	65.60.491.08.5397

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
K C WINWATER WORKS CO 002767									
182586	07/21/23	WTR INVENTORY	3,050.00	041818	313158 01		P - W	INVENTORY-MATERI	90.1700
182586	07/21/23	WTR INVENTORY	1,400.00	041819	313151 01		P - W	INVENTORY-MATERI	90.1700
182586	07/21/23	WTR SUPPLIES-THORNTON ST	4,926.00	041820	313174 01		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
182586	07/21/23	WTR SUPPLIES-THORNTON ST	3,300.00	041821	312990 01		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
			12,676.00	*CHECK TOTAL					
		VENDOR TOTAL	12,676.00						
KAPKE & WILLERTH LLC 007509									
182587	07/21/23	LEGAL FEES	2,460.50	041768	66918		P N W	LEGAL FEES	10.20.021.08.5311
182587	07/21/23	LEGAL FEES	407.00	041768	66918		P N W	LEGAL FEES	60.60.415.08.5311
182587	07/21/23	LEGAL FEES	296.00	041768	66918		P N W	LEGAL FEES	90.30.133.08.5311
			3,163.50	*CHECK TOTAL					
		VENDOR TOTAL	3,163.50						
KITCHS LAWNCARE & LANDSC 006136									
182588	07/21/23	CEM MOWING	2,100.00	041847	823	230055	P - W	MOWING CONTRACT	73.70.226.14.5577
KOHL WHOLESALE INC 000713									
182589	07/21/23	PKS CONCESSION FOOD	3,903.09	041848	421225	230040	P - W	CONCESSION	61.60.458.04.5007
LAW OFFICE OF MARY M PAR 000161									
182591	07/21/23	LEGAL SERVICES	500.00	041769	15869		P N W	LEGAL FEES	10.20.121.08.5311
LEDFORD/LARRY .14559									
182592	07/21/23	WTR REFUND	4.80	041792	210 2110 00 01		P - W	WATER REFUNDS	90.2495
LIBERTY AGGREGATES LLC 004693									
182593	07/21/23	ROCK	942.41	041770	22828		P - W	MAINS & LINES MA	90.70.801.14.5532
182593	07/21/23	ROCK	942.41	041770	22828		P - W	MAINS & LINES MA	92.70.901.14.5532
182593	07/21/23	ROCK-THORNTON ST PROJ	1,876.00	041770	22828		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
			3,760.82	*CHECK TOTAL					
		VENDOR TOTAL	3,760.82						
LIBERTY PLUMBING HEATING 005701									
182594	07/21/23	PKS A/C CONDENSOR	235.00	041823	819		P N W	BUILDING MAINTEN	61.60.458.14.5571
MARLOW WHITE UNIFORMS IN 006473									
182596	07/21/23	FIRE HG UNIFORMS	1,749.86	041824	INV1023135		P - W	GENERAL SUPPLIES	10.50.301.04.5001
MCDONALD/EMMA 000356									
182597	07/21/23	CCTR SWIM INSTR	112.00	041825	7/12-7/17		P N W	PRIVATE SWIMMING	65.60.417.08.8125
182597	07/21/23	CCTR SWIM INSTR	110.00	041825	7/12-7/17		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
			222.00	*CHECK TOTAL					
		VENDOR TOTAL	222.00						
METROPOLITAN CONCRETE 005651									
182598	07/21/23	DUMP FEE-THORNTON ST	165.00	041772	15212		P N W	CONST CNTRCT-CLA	94.70.801.36.7510

Payments by Vendor

VENDOR NAME AND NUMBER

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MIDWEST OFFICE TECHNOLOG 008612								
182599	07/21/23	COPIER USAGE	57.98	041773	INST369748		P - W COPIER LEASE & U	10.80.151.04.5110
182599	07/21/23	COPIER USAGE	57.99	041773	INST369748		P - W COPIER LEASE & U	10.70.201.04.5110
			115.97	*CHECK TOTAL				
		VENDOR TOTAL	115.97					
MISSISSIPPI LIME CO INC 005761								
182600	07/21/23	WTR HYDRATED LIME	8,120.20	041849	1679628	230034	P - W CHEMICALS	90.70.802.04.5010
182600	07/21/23	WTR HYDRATED LIME	8,299.87	041850	1680509	230034	P - W CHEMICALS	90.70.802.04.5010
			16,420.07	*CHECK TOTAL				
		VENDOR TOTAL	16,420.07					
MO POLICE CHEIFS CHARITA 005169								
182601	07/21/23	POL MEMBERSHIP RENEWAL	225.00	041826	4838		P - W MEMBERSHIP DUES	10.40.500.38.5811
182601	07/21/23	POL MEMBERSHIP RENEWAL	500.00	041827	4842		P - W MEMBERSHIP DUES	10.40.500.38.5811
			725.00	*CHECK TOTAL				
		VENDOR TOTAL	725.00					
MOTOROLA INC 002018								
182602	07/21/23	FIRE RADIO MAINT	700.00	041774	8330251536		P - W RADIO MAINTENANC	10.50.301.14.5552
182602	07/21/23	POL RADIO MAINT	665.00	041828	8330251048		P - W RADIO MAINTENANC	10.40.500.14.5552
			1,365.00	*CHECK TOTAL				
		VENDOR TOTAL	1,365.00					
MURCH/DOUGLAS G 005463								
182603	07/21/23	CCTR EQUIP RPRS	195.00	041775	1639		P N W MISC EQUIPMENT M	65.60.491.14.5559
182603	07/21/23	CCTR EQUIP RPRS	182.28	041776	1643		P N W MISC EQUIPMENT M	65.60.491.14.5559
			377.28	*CHECK TOTAL				
		VENDOR TOTAL	377.28					
MURPHY TRACTOR & EQUIPME 006174								
182604	07/21/23	WTR FRONT LOADER MAINT	2,468.00	041777	2065895		P - W MISC EQUIPMENT M	90.70.801.14.5559
182604	07/21/23	WTR FRONT LOADER MAINT	2,468.00	041777	2065895		P - W MISC EQUIPMENT M	92.70.901.14.5559
			4,936.00	*CHECK TOTAL				
		VENDOR TOTAL	4,936.00					
MYRICK MECHANICAL 000669								
182605	07/21/23	WWT MAINT	1,988.00	041778	1339		P - W WWTR PLANT MAINT	92.70.902.14.5534
182605	07/21/23	WWT MAINT	1,270.58	041779	1338		P - W WWTR PLANT MAINT	92.70.902.14.5534
			3,258.58	*CHECK TOTAL				
		VENDOR TOTAL	3,258.58					
NPG NEWSPAPERS INC 000221								
182606	07/21/23	FIN SUBSCRIPTIONS	63.75	041829	352045		P - W GENERAL SUPPLIES	10.30.130.04.5001
OMEGA DOOR CO INC 007923								
182607	07/21/23	FIRE #2 STATION DOOR RPR	546.23	041830	48243		P - W BUILDING MAINTEN	10.50.300.14.5571
PACE ANALYTICAL SERVICES 005664								
182608	07/21/23	WWTP LAB SERVICES	676.40	041851	2360187672	230015	P - W LAB FEES	92.70.902.08.5365

Payments by Vendor

VENDOR NAME AND NUMBER

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PACE ANALYTICAL SERVICES 005664									
182608	07/21/23	WWTP LAB SERVICES	676.40	041852	2360187969	230015	P - W	LAB FEES	92.70.902.08.5365
			1,352.80	*CHECK TOTAL					
		VENDOR TOTAL	1,352.80						
PAOLETTI/ISABELLA 008879									
182609	07/21/23	CCTR SWIM INSTR	738.00	041831	7/11-7/17		P N W	PRIVATE SWIMMING	65.60.417.08.8125
PRIDE CLEANERS 000186									
182610	07/21/23	FIRE UNIFORM CLEANING	14.00	041780	333659-063023		P - W	CLOTHING EXPENSE	10.50.301.38.5812
182610	07/21/23	POL JAIL LAUNDRY	93.50	041833	168997-063023		P - W	CLOTHING EXPENSE	10.40.500.38.5812
			107.50	*CHECK TOTAL					
		VENDOR TOTAL	107.50						
PRINTING UNLIMITED 004763									
182611	07/21/23	POL BUSINESS CARDS	104.66	041832	69455		P - W	OUTSIDE PRINTING	10.40.500.04.5120
PURCELL TIRE AND RUBBER 001787									
182612	07/21/23	ST VEH MAINT-TIRES	300.90	041834	3269421		P - W	VEHICLE MAINTENA	10.70.225.14.5541
REJIS COMMISSION 006030									
182613	07/21/23	MOBILE TICKET INTERFACE	109.50	041853	509880		P - W	MISCELLANEOUS FE	10.20.131.08.5399
REPUBLIC SERVICES #468 008397									
182614	07/21/23	DUMPSTER SERVICE	1,558.82	041781	0468-004114560		P - W	FEES-BIOSOLID DI	92.70.902.08.5370
182614	07/21/23	DUMPSTER SERVICE	643.76	041781	0468-004114560		P - W	CONTRACT LABOR	90.70.801.08.5397
182614	07/21/23	DUMPSTER SERVICE	643.76	041781	0468-004114560		P - W	CONTRACT LABOR	92.70.901.08.5397
182614	07/21/23	DUMPSTER SERVICE	73.27	041782	0468-004114775		P - W	MISCELLANEOUS FE	92.70.902.08.5399
182614	07/21/23	DUMPSTER SERVICE	73.28	041782	0468-004114775		P - W	CONTRACT LABOR	90.70.801.08.5397
182614	07/21/23	DUMPSTER SERVICE	73.28	041782	0468-004114775		P - W	CONTRACT LABOR	92.70.901.08.5397
			3,066.17	*CHECK TOTAL					
		VENDOR TOTAL	3,066.17						
RICOH USA, INC 000314									
182615	07/21/23	ACTL COPIER-LATE CHARGE	5.28	041783	38229779		P - W	MINOR EQUIPMENT	10.20.051.18.5601
RICOH USA, INC 007683									
182616	07/21/23	FIRE COPIER LEASE	137.89	041784	107406422		P - W	COPIER LEASE & U	10.50.300.04.5110
SENTINEL EMERGENCY SOLUT 000198									
182618	07/21/23	FIRE REPL HOSE	4,146.37	041785	22200		P - W	MINOR EQUIPMENT	58.50.325.18.5601
SMITH/ABIGAIL 000433									
182619	07/21/23	CCTR SWIM INSTR	525.00	041854	7/11-7/17		P N W	PRIVATE SWIMMING	65.60.417.08.8125
STATE OF KANSAS 000697									
182590	07/21/23	HR LEADERS ACADEMY	7,750.00	041822	B59A1AF1		P - W	MISCELLANEOUS EX	10.95.140.38.5989
STERVINOU/GREG .14555									
182620	07/21/23	REFUND PERMIT FEES	337.00	041786	PL23-00012		P - W	PLANNING SERVICE	10.40.3222

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
SUPERIOR-BOWEN ASPHALT 000762									
182621	07/21/23	PW PAVEMENT RESTORATION	853,272.10		041855 40740		230057	P N W OVERLAY PROGRAM	52.75.607.14.5501
182621	07/21/23	RETAINAGE	42,663.61	CR	041856 40740 RETAINAG			P N W RETAINAGE PAYABL	52.2115
			810,608.49		*CHECK TOTAL				
		VENDOR TOTAL	810,608.49						
UMB BANK N A 004100									
1915	07/19/23	WWT SRF 2005C	903.08		041877 7/25/23			P - H SRF 2005 INTERES	92.2502
1915	07/19/23	WWT SRF 2005C	35,000.00		041877 7/25/23			P - H TRUSTEE SRF PRIN	92.1274
			35,903.08		*CHECK TOTAL				
1916	07/19/23	WWT 2015B BOND PMT	7,541.67		041878 8/1/23			P - H ACCRUED INTEREST	92.2500
		VENDOR TOTAL	43,444.75						
UNIFIRST CORPORATION 002825									
182622	07/21/23	CCTR MATS	125.94		041857 3281062738			P - W MISC EQUIPMENT M	65.60.491.14.5559
VALVOLINE LLC 005460									
182623	07/21/23	FIRE #604 OIL CHANGE	34.99		041787 58813			P - W VEHICLE MAINTENA	10.50.311.14.5541
182623	07/21/23	WTR #131 OIL CHANGE	34.99		041788 58886			P - W VEHICLE MAINTENA	90.70.801.14.5541
182623	07/21/23	POL #205 OIL CHANGE	34.99		041858 58575			P - W VEHICLE MAINTENA	10.40.500.14.5541
182623	07/21/23	POL #212 OIL CHANGE	34.99		041859 58430			P - W VEHICLE MAINTENA	10.40.500.14.5541
182623	07/21/23	POL #209 OIL CHANGE	34.99		041860 58789			P - W VEHICLE MAINTENA	10.40.500.14.5541
182623	07/21/23	POL #207 OIL CHANGE	34.99		041861 59187			P - W VEHICLE MAINTENA	10.40.500.14.5541
			209.94		*CHECK TOTAL				
		VENDOR TOTAL	209.94						
VANCE BROTHERS INC 000957									
182624	07/21/23	ST ASPHALT	797.94		041862 IG00020859			P - W ASPHALT-STREET R	50.75.607.14.5621
182624	07/21/23	ST ASPHALT	661.98		041863 IG00020887			P - W ASPHALT-STREET R	50.75.607.14.5621
182624	07/21/23	ST ASPHALT	542.52		041864 IG00020918			P - W ASPHALT-STREET R	50.75.607.14.5621
182624	07/21/23	ST ASPHALT	672.54		041865 IG00020945			P - W ASPHALT-STREET R	50.75.607.14.5621
			2,674.98		*CHECK TOTAL				
		VENDOR TOTAL	2,674.98						
VISION UPFITTERS 000487									
182625	07/21/23	POL #204 CHANGEOVER	4,515.00		041866 INV196403			P - W VEHICLE CHANGEOV	10.40.500.18.5606
182625	07/21/23	POL #228 CHANGEOVER	3,000.00		041867 INV202135			P - W VEHICLE CHANGEOV	10.40.500.18.5606
182625	07/21/23	POL #227 CHANGEOVER	1,360.00		041868 INV216840			P - W VEHICLE CHANGEOV	10.40.500.18.5606
			8,875.00		*CHECK TOTAL				
		VENDOR TOTAL	8,875.00						
VON FINTEL/ROSEMARIE 005659									
182626	07/21/23	CCTR DOG OBEDIENCE INST	63.00		041869 SUM 2023 1B			P N W COMMUNITY PROGRA	65.60.417.08.8602
WORK ZONE INC/THE 008901									
182627	07/21/23	CEM HOLIDAY SIGNS	507.60		041870 65557			P - W GROUNDS/LANDSCAP	73.70.226.14.5575
182627	07/21/23	ST SIGN MATERIALS	3,366.02		041871 66095			P - W STREET SIGNS	50.75.607.14.5641
			3,873.62		*CHECK TOTAL				
		VENDOR TOTAL	3,873.62						

Payments by Vendor

VENDOR NAME AND NUMBER									
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ZOLL MEDICAL CORPORATION 006014									
182628	07/21/23	FIRE EMS SUPPLIES	163.58	041872	3767899		P - W	MEDICAL SUPPLIES	10.50.311.04.5003

JULY 28TH CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
ALTERATIONS & CUSTOM SEW 005482								
182629	07/28/23	POL UNIFORMS	177.98	041946	3715		P N W CLOTHING EXPENSE	10.40.500.38.5812
182629	07/28/23	POL UNIFORMS	201.98	041947	3714		P N W CLOTHING EXPENSE	10.40.500.38.5812
182629	07/28/23	POL UNIFORMS	17.10	041948	3762		P N W CLOTHING EXPENSE	10.40.500.38.5812
182629	07/28/23	POL UNIFORMS	183.98	041949	3713		P N W CLOTHING EXPENSE	10.40.500.38.5812
182629	07/28/23	POL UNIFORMS	478.76	041950	3565		P N W CLOTHING EXPENSE	10.40.500.38.5812
182629	07/28/23	POL UNIFORMS	60.49	041951	3664		P N W CLOTHING EXPENSE	10.40.500.38.5812
			1,120.29	*CHECK TOTAL				
		VENDOR TOTAL	1,120.29					
AMES II/RICHARD ASHLEY 006627								
182630	07/28/23	CCTR SWIM INSTR	64.00	041952	7/17-7/18		P N W PRIVATE SWIMMING	65.60.417.08.8125
ATKINS/ETHAN ANDREW 000703								
182631	07/28/23	POL JPA ASSISTANCE	742.50	041945	7/17-7/21/2023		P N W PART-TIME	10.40.501.02.4002
BARNETT/CHRISTIAN J 000702								
182632	07/28/23	POL JPA ASSISTANCE	720.00	041953	7/17-7/21/2023		P N W PART-TIME	10.40.501.02.4002
BLISS STUDIO & GALLERY 000515								
182633	07/28/23	MUSE OF MUSIC ART RENTAL	2,000.00	041880	7/20/23		P N W OTHER FEES-ARTS	67.20.061.08.5389
BRADY INDUSTRIES OF KANS 000081								
182634	07/28/23	2023 CUSTODIAL SUPPLIES	167.16	041954	8170508	230009	P N W MAINTENANCE MATE	10.95.140.04.5009
BRATCHER/KIEFER TOBIAS 000700								
182635	07/28/23	POL JPA ASSISTANCE	900.00	041955	7/17-7/21/2023		P N W PART-TIME	10.40.501.02.4002
BRYANT/COLE CHRISTOPHER 000616								
182636	07/28/23	CCTR SWIM INSTR	270.00	041956	7/18-7/24		P N W PRIVATE SWIMMING	65.60.417.08.8125
CANON FINANCIAL SERVICES 000342								
182637	07/28/23	COPIER LEASE	76.00	041881	30912575		P - W COPIER LEASE & U	10.80.151.04.5110
182637	07/28/23	COPIER LEASE	76.00	041881	30912575		P - W COPIER LEASE & U	10.70.201.04.5110
182637	07/28/23	COPIER LEASE	152.00	041882	30912576		P - W COPIER LEASE & U	10.20.001.04.5110
			304.00	*CHECK TOTAL				
		VENDOR TOTAL	304.00					
CENTRAL POWER SYSTEMS IN 001788								
182639	07/28/23	LIB FEST-GENERATOR RENT	1,259.50	041883	B114002417:01		P - W LIBERTY FEST	67.20.061.38.5804
CHILDRENS MERCY HOSPITAL 005598								
182640	07/28/23	POL LAB SERVICES	52.00	041957	8000022964		P M W MISCELLANEOUS FE	10.40.500.08.5399
CINTAS FIRST AID & SAFET 004991								
182641	07/28/23	1ST AID SUPPLIES	221.47	041884	5167527904		P - W MAINTENANCE MATE	10.95.140.04.5009
CITY OF EXCELSIOR SPRING 001616								
182642	07/28/23	POL JACKSON COLWELL	4,000.00	041958	ESPD INCENTIVE		P - W RECRUITMENT EXPE	59.40.500.08.5372

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CITY OF OVERLAND PARK 001205		182643	07/28/23	ENG MEMBERSHIP FEE	1,065.86	041885	1205		P - W	OVERLAY PROGRAM	50.75.604.36.7515
CITY TREASURER 005223		182644	07/28/23	MARRS RADIO	1,242.50	041959	2023-7		P - W	RADIO MAINTENANC	10.40.500.14.5552
		182644	07/28/23	MARRS RADIO	1,136.00	041959	2023-7		P - W	RADIO MAINTENANC	10.50.301.14.5552
		182644	07/28/23	MARRS RADIO	994.00	041959	2023-7		P - W	RADIO MAINTENANC	50.70.201.14.5552
					3,372.50		*CHECK TOTAL				
VENDOR TOTAL					3,372.50						
CLINICAL COUNSELING ASSO 000367		182638	07/28/23	POL PEER SUPPORT	625.00	041960	7/21/2023		P - W	MISCELLANEOUS FE	10.40.501.08.5399
COLD SOLUTIONS AT RUSH C 000337		182645	07/28/23	PWK STORAGE	1,800.00	041886	1345		P N W	REFUSE COLLECTIO	10.70.221.08.5381
CONRAD FIRE EQUIPMENT IN 003684		182646	07/28/23	FIRE #605 TAIL LIGHT	252.90	041887	569116		P - W	VEHICLE MAINTENA	10.50.301.14.5541
		182646	07/28/23	FIRE #613 SEATBELT	303.90	041888	569198		P - W	VEHICLE MAINTENA	10.50.301.14.5541
					556.80		*CHECK TOTAL				
VENDOR TOTAL					556.80						
CREATIVE CARNIVALS & EVE 003993		182647	07/28/23	PKS SPLASH BASH EXP	420.00	041961	16279		P N W	RECREATION SUPPL	60.60.415.04.5004
CUNNINGHAM, VOGEL & ROST 008654		182648	07/28/23	LEGAL FEES	6,823.70	041889	68135		P N W	LEGAL FEES	10.20.021.08.5311
		182648	07/28/23	LEGAL FEES	8,763.50	041890	68238		P N W	LEGAL FEES	10.20.021.08.5311
		182648	07/28/23	LEGAL FEES	787.50	041891	68136		P N W	LEGAL FEES	10.20.021.08.5311
		182648	07/28/23	LEGAL FEES	545.50	041892	68239		P N W	LEGAL FEES	10.20.021.08.5311
		182648	07/28/23	LEGAL FEES	93.23	041893	68137		P N W	LEGAL FEES	10.20.021.08.5311
		182648	07/28/23	LEGAL FEES	102.31	041894	68240		P N W	LEGAL FEES	10.20.021.08.5311
					17,115.74		*CHECK TOTAL				
VENDOR TOTAL					17,115.74						
DANIELS/CHRISTOPHER 000687		182649	07/28/23	CCTR SWIM INSTR	100.00	041962	7/16		P N W	SWIM TEAM	65.60.417.08.8124
DENALI WATER SOLUTIONS 004182		182650	07/28/23	WTR WATER PLANT RESIDUAL	42,000.00	041963	INV507395	230037	P N W	FEES-LIME SLUDGE	90.70.802.08.5370
DICE PHOTOGRAPHY 004633		182651	07/28/23	CITY COUNCIL PHOTOS	569.00	041895	38008		P N W	OUTSIDE PRINTING	10.20.021.04.5120
FERRANTE/ISABELLA 000701		182652	07/28/23	POL JPA ASSISTANCE	750.00	041964	7/17-7/21/2023		P N W	PART-TIME	10.40.501.02.4002
FLANAGAN/KALEB 000083		182653	07/28/23	FIRE TRAINING REIMB	58.11	041965	7224420459		P - W	TRAINING COSTS	10.50.311.06.5259

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
GALL'S INC 005394								
182654	07/28/23	FIRE UNIFORMS	57.20	041896	025046369		P - W CLOTHING EXPENSE	10.50.301.38.5812
182654	07/28/23	FIRE UNIFORMS	187.20	041897	025048757		P - W CLOTHING EXPENSE	10.50.301.38.5812
182654	07/28/23	FIRE UNIFORMS	70.38	041898	025065993		P - W CLOTHING EXPENSE	10.50.301.38.5812
182654	07/28/23	FIRE UNIFORMS	157.27	041899	025066742		P - W CLOTHING EXPENSE	10.50.301.38.5812
182654	07/28/23	FIRE UNIFORMS	378.28	041966	025103295		P - W CLOTHING EXPENSE	10.50.301.38.5812
182654	07/28/23	FIRE UNIFORMS	75.62	041967	025103312		P - W CLOTHING EXPENSE	10.50.301.38.5812
182654	07/28/23	FIRE UNIFORMS	43.96	041968	025127692		P - W CLOTHING EXPENSE	10.50.301.38.5812
			969.91	*CHECK TOTAL				
		VENDOR TOTAL	969.91					
GENES TIRE & SERVICE CEN 004477								
182655	07/28/23	POL #217 TIRE INSTALL	230.00	041969	097343		P - W VEHICLE MAINTENA	10.40.500.14.5541
182655	07/28/23	POL #217 TIRE INSTALL	130.00	041970	097360		P - W VEHICLE MAINTENA	10.40.500.14.5541
182655	07/28/23	POL #224 TIRE INSTALL	130.00	041971	097362		P - W VEHICLE MAINTENA	10.40.500.14.5541
182655	07/28/23	POL #209 TIRE RPR	28.69	041972	097369		P - W VEHICLE MAINTENA	10.40.500.14.5541
			518.69	*CHECK TOTAL				
		VENDOR TOTAL	518.69					
GIFFORD/MEGAN 000627								
182656	07/28/23	CCTR SWIM INSTR	225.00	041973	7/19-7/24		P N W PRIVATE SWIMMING	65.60.417.08.8125
GOODYEAR TIRE DISTRIBUTI 005351								
182657	07/28/23	POL TIRES	231.00	041974	31876		P - W VEHICLE MAINTENA	10.40.500.14.5541
182657	07/28/23	POL TIRES-18	2,703.00	041975	31867		P - W VEHICLE MAINTENA	10.40.500.14.5541
			2,934.00	*CHECK TOTAL				
		VENDOR TOTAL	2,934.00					
GT DISTRIBUTORS INC 006123								
182658	07/28/23	POL UNIFORMS	126.00	041976	UNIV0026848		P - W CLOTHING EXPENSE	10.40.500.38.5812
182658	07/28/23	POL UNIFORMS	243.00	041977	UNIV0026880		P - W CLOTHING EXPENSE	10.40.500.38.5812
			369.00	*CHECK TOTAL				
		VENDOR TOTAL	369.00					
HASTY AWARDS 004458								
182659	07/28/23	PKS SPORT MEDALS	172.92	041932	06231783		P - W RECREATION SUPPL	61.60.458.04.5004
HILL/DAVID 000528								
182660	07/28/23	CCTR SWIM INSTR	288.00	041978	7/18-7/20		P N W PRIVATE SWIMMING	65.60.417.08.8125
HISTORIC DOWNTOWN LIBERT 004528								
182661	07/28/23	TOURISM GRANT REIMB	3,619.92	041900	7/25		P - W CONTRIBUTIONS TO	67.20.061.38.5807
HOFFMAN/DR BRADFORD V 005904								
182662	07/28/23	FIRE 2023 MEDICAL DIRECT	1,000.00	041979	AUGUST	230008	P M W MEDICAL FEES	10.50.311.08.5356
HOLT/DEBRA L .14564								
182663	07/28/23	REFUND ADOPTION FEE	55.00	041933	10820		P - W DOG CARE	10.40.3202

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
JCI INDUSTRIES INC		006471							
182664	07/28/23	WWT CHANNEL GRINDER	45,708.00	041980	8254287	220101	P - W	ENGINEERING DESI	96.70.901.36.7501
182664	07/28/23	WWT CHANNEL GRINDER	19,274.00	041981	8254286	220101	P - W	ENGINEERING DESI	96.70.901.36.7501
			64,982.00		*CHECK TOTAL				
		VENDOR TOTAL	64,982.00						
JONES/NATHAN		005257							
182665	07/28/23	CCTR SWIM INSTR	72.00	041982	7/23		P N W	PRIVATE SWIMMING	65.60.417.08.8125
182665	07/28/23	CCTR SWIM INSTR	52.00	041982	7/23		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
			124.00		*CHECK TOTAL				
		VENDOR TOTAL	124.00						
K C WINWATER WORKS CO		002767							
182666	07/28/23	WTR SUPPLIES-THORNTON ST	26,785.40	041901	312888 01		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
182666	07/28/23	WTR CREDIT-THORNTON ST	14,610.00	041902	313569 01		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
182666	07/28/23	WTR CREDIT-KINGS HWY	276.00	041903	312091 01		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
182666	07/28/23	WTR INVENTORY	3,470.00	041905	313093 02		P - W	INVENTORY-MATERI	90.1700
182666	07/28/23	WTR SUPPLIES	1,345.00	041906	313227 01		P - W	MAINS & LINES MA	90.70.801.14.5532
182666	07/28/23	WTR SUPPLIES	187.00	041907	311779 01		P - W	MAINS & LINES MA	90.70.801.14.5532
182666	07/28/23	WTR INVENTORY	1,600.00	041996	312993 01		P - W	INVENTORY-MATERI	90.1700
			18,501.40		*CHECK TOTAL				
		VENDOR TOTAL	18,501.40						
KANSAS CITY DISC GOLF IN		000698							
182667	07/28/23	TOURISM GRANT REIMB	5,000.00	041908	2023		P - W	CONTRIBUTIONS TO	67.20.061.38.5807
KITCHS LAWN CARE & LANDSC		006136							
182668	07/28/23	CEM MOWING	2,100.00	041983	826	230055	P - W	MOWING CONTRACT	73.70.226.14.5577
KOHL WHOLESALE INC		000713							
182669	07/28/23	PKS CONCESSION FOOD	2,057.08	041984	424843	230040	P - W	CONCESSION	61.60.458.04.5007
LAMAR COMPANIES/THE		005165							
182670	07/28/23	BILLBOARD ADS	1,750.00	041997	114964638		P N W	ADVERTISING	67.20.061.08.5371
LIBERTY AGGREGATES LLC		004693							
182671	07/28/23	ST ROCK	1,394.40	041910	22907		P - W	GRAVEL/ROCK-STRE	50.75.607.14.5622
182671	07/28/23	ROCK-THORNTON ST	2,216.18	041911	22914		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
			3,610.58		*CHECK TOTAL				
		VENDOR TOTAL	3,610.58						
LIBERTY SOLAR, LLC		006703							
182672	07/28/23	SOLAR SERVICES	2,881.96	041934	49		P N W	ELECTRIC	61.60.458.12.5401
182672	07/28/23	SOLAR SERVICES	7,335.33	041934	49		P N W	ELECTRIC	90.70.802.12.5401
182672	07/28/23	SOLAR SERVICES	819.71	041934	49		P N W	ELECTRIC	92.70.902.12.5401
			11,037.00		*CHECK TOTAL				
		VENDOR TOTAL	11,037.00						
LINEAGE MAILING SERVICES		000391							
182673	07/28/23	UTIL BILL PROCESSING	67.76	041935	204772		P N W	OUTSIDE PRINTING	90.30.133.04.5120
182673	07/28/23	UTIL BILL PROCESSING	67.76	041935	204772		P N W	OUTSIDE PRINTING	92.30.134.04.5120

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
LINEAGE MAILING SERVICES 000391								
182673	07/28/23	UTIL BILL POSTAGE	207.36	041935	204772		P N W POSTAGE	90.30.133.38.5808
182673	07/28/23	UTIL BILL POSTAGE	207.35	041935	204772		P N W POSTAGE	92.30.134.38.5808
182673	07/28/23	UTIL BILL PROCESSING	54.70	041936	204773		P N W OUTSIDE PRINTING	90.30.133.04.5120
182673	07/28/23	UTIL BILL PROCESSING	54.69	041936	204773		P N W OUTSIDE PRINTING	92.30.134.04.5120
182673	07/28/23	UTIL BILL POSTAGE	153.46	041936	204773		P N W POSTAGE	90.30.133.38.5808
182673	07/28/23	UTIL BILL POSTAGE	153.46	041936	204773		P N W POSTAGE	92.30.134.38.5808
182673	07/28/23	UTIL BILL PROCESSING	380.69	041937	204771		P N W OUTSIDE PRINTING	90.30.133.04.5120
182673	07/28/23	UTIL BILL PROCESSING	380.69	041937	204771		P N W OUTSIDE PRINTING	92.30.134.04.5120
182673	07/28/23	UTIL BILL POSTAGE	906.69	041937	204771		P N W POSTAGE	90.30.133.38.5808
182673	07/28/23	UTIL BILL POSTAGE	906.68	041937	204771		P N W POSTAGE	92.30.134.38.5808
182673	07/28/23	UTIL BILL PROCESSING	423.33	041995	204770		P N W OUTSIDE PRINTING	90.30.133.04.5120
182673	07/28/23	UTIL BILL PROCESSING	423.33	041995	204770		P N W OUTSIDE PRINTING	92.30.134.04.5120
182673	07/28/23	UTIL BILL POSTAGE	1,013.15	041995	204770		P N W POSTAGE	90.30.133.38.5808
182673	07/28/23	UTIL BILL POSTAGE	1,013.15	041995	204770		P N W POSTAGE	92.30.134.38.5808
			6,414.25	*CHECK TOTAL				
		VENDOR TOTAL	6,414.25					
MASSEY/HEATHER 008925								
182674	07/28/23	POL CIT CONF	180.00	041994	8/13-8/16		P - W TRAINING TRAVEL	10.40.500.06.5210
MCDONALD/EMMA 000356								
182675	07/28/23	CCTR SWIM INSTR	64.00	041986	7/21-7/22		P N W PRIVATE SWIMMING	65.60.417.08.8125
MCLAUGHLIN MUELLER INC 000668								
182676	07/28/23	CEM BOUNDARY SURVEY	6,800.00	041987	23026	230030	F - W GROUNDS/LANDSCAP	73.70.226.14.5575
METROPOLITAN CONCRETE 005651								
182677	07/28/23	CONCRETE PICK UP-THORNTON	55.00	041912	15317		P N W CONST CNTRCT-CLA	94.70.801.36.7510
MISSISSIPPI LIME CO INC 005761								
182678	07/28/23	WTR HYDRATED LIME	8,428.19	041988	1681694	230034	P - W CHEMICALS	90.70.802.04.5010
MISSOURI LIFE INC 006385								
182679	07/28/23	ADVERTISING	1,664.00	041914	2023-6539		P - W ADVERTISING	67.20.061.08.5371
MO CITY MANAGEMENT ASSN 000679								
182680	07/28/23	MCMA MEMBERSHIP DUES	150.00	041913	3946		P - W MEMBERSHIP DUES	10.20.001.38.5811
MOAZ CONSTRUCTION INC 006100								
182681	07/28/23	WTR CONCRETE	6,802.95	041915	106		P - W MAINS & LINES MA	90.70.801.14.5532
182681	07/28/23	WTR CONCRETE	5,775.25	041916	108		P - W MAINS & LINES MA	90.70.801.14.5532
			12,578.20	*CHECK TOTAL				
		VENDOR TOTAL	12,578.20					
MYRICK MECHANICAL 000669								
182682	07/28/23	WWT EQUIP & INSTALL	4,988.80	041917	1356		P - W MINOR EQUIPMENT	92.70.902.18.5601
182682	07/28/23	WTR MAINT	2,097.88	041918	1366		P - W WATER PLANT MAIN	90.70.802.14.5534
182682	07/28/23	2023 HVAC MAINT & REPAIR	335.50	041989	1365	230093	P - W BUILDING MAINTEN	10.95.140.14.5571
			7,422.18	*CHECK TOTAL				
		VENDOR TOTAL	7,422.18					

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
NORTHLAND READY-MIX INC 000357								
182683	07/28/23	CONCRETE-KINGS HWY	1,944.00		041919 188749,751		P - W CONST CNTRCT-CLA	94.70.801.36.7510
182683	07/28/23	DISCOUNT	38.88CR		041919 188749,751		P - W CONST CNTRCT-CLA	94.70.801.36.7510
			1,905.12		*CHECK TOTAL			
		VENDOR TOTAL	1,905.12					
P AOLETTI/ISABELLA 008879								
182684	07/28/23	CCTR SWIM INSTR	1,404.00		041990 7/18-7/25		P N W PRIVATE SWIMMING	65.60.417.08.8125
PETTY CASH/CITY OF LIBER 000204								
182685	07/28/23	RECEPTION SUPPLIES	200.00		041991 PETTY CASH		P - W MISCELLANEOUS EX	10.10.101.38.5989
182685	07/28/23	MMACJA CONF	119.50		041991 PETTY CASH		P - W TRAINING TRAVEL	10.20.121.06.5210
182685	07/28/23	HR IPMA-GKA CONF EXP	32.75		041991 PETTY CASH		P - W TRAINING TRAVEL	10.25.011.06.5210
182685	07/28/23	IPMA-HR	30.00		041991 PETTY CASH		P - W TRAINING TRAVEL	10.25.011.06.5210
182685	07/28/23	FIN PRINTER INK	36.94		041991 PETTY CASH		P - W GENERAL SUPPLIES	10.30.130.04.5001
182685	07/28/23	POL ARMORER'S COURSE	192.00		041991 PETTY CASH		P - W TRAINING TRAVEL	10.40.500.06.5210
182685	07/28/23	POL CHIEF CONF	119.50		041991 PETTY CASH		P - W REGISTRATION FEE	10.40.500.06.5251
182685	07/28/23	PWK FLOODPLAIN MGMT	33.00		041991 PETTY CASH		P - W TRAINING TRAVEL	10.70.201.06.5210
182685	07/28/23	DD NTL PLANNINT CONF	13.50		041991 PETTY CASH		P - W TRAINING TRAVEL	10.80.151.06.5210
			777.19		*CHECK TOTAL			
		VENDOR TOTAL	777.19					
PRECISION CONSTRUCTION & 005782								
182686	07/28/23	PW 2023 FLATWORK	167,361.24		041992 233006-03	230056	P - W OVERLAY PROGRAM	50.75.604.36.7515
182686	07/28/23	RETAINAGE	8,368.06CR		041993 RETAINAGE		P - W RETAINAGE PAYABL	50.2115
			158,993.18		*CHECK TOTAL			
		VENDOR TOTAL	158,993.18					
PRINDLE/MASON ANDREW 000699								
182687	07/28/23	POL JPA ASSISTANCE	720.00		041938 7/17-7/21/2023		P N W PART-TIME	10.40.501.02.4002
PURCELL TIRE AND RUBBER 001787								
182688	07/28/23	ST TIRES	540.00		041920 3269503		P - W VEHICLE MAINTENA	10.70.225.14.5541
REJIS COMMISSION 006030								
182689	07/28/23	MOBILE TICKET INTERFACE	148.00		041921 511831		P - W MISCELLANEOUS FE	10.20.131.08.5399
182689	07/28/23	REJIS SUBSCRIPTION	911.77		041939 512174		P - W REGIONAL ALERT S	10.40.512.08.5393
			1,059.77		*CHECK TOTAL			
		VENDOR TOTAL	1,059.77					
RICOH USA, INC 000314								
182690	07/28/23	FIN COPIER LEASE	139.85		041922 38255350		P - W COPIER LEASE & U	10.30.130.04.5110
ROAD RUNNER SAFETY SERVI 008966								
182691	07/28/23	RENTAL SIGNS-KINGS HWY	1,279.88		041923 00021316		P - W CONST CNTRCT-CLA	94.70.801.36.7510
ROUSE FRETS WHITE GOSS G 006287								
182692	07/28/23	LEGAL FEES-ECODEVO	2,985.00		041924 100062820		P - W MISCELLANEOUS FE	31.70.611.08.5399

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
SMITH/ABIGAIL 000433								
182693	07/28/23	CCTR SWIM INSTR	225.00	041940	7/18-7/19		P N W PRIVATE SWIMMING	65.60.417.08.8125
SPIRE MISSOURI INC 005357								
1919	07/26/23	GAS SERVICE	87.20	041879	JUNE		P - H NATURAL GAS	61.60.458.12.5421
1919	07/26/23	GAS SERVICE	161.83	041879	JUNE		P - H NATURAL GAS	10.50.300.12.5421
1919	07/26/23	GAS SERVICE	89.85	041879	JUNE		P - H NATURAL GAS	10.50.300.12.5421
1919	07/26/23	GAS SERVICE	75.25	041879	JUNE		P - H NATURAL GAS	10.50.300.12.5421
1919	07/26/23	GAS SERVICE	271.74	041879	JUNE		P - H NATURAL GAS	10.70.221.12.5421
1919	07/26/23	GAS SERVICE	47.37	041879	JUNE		P - H NATURAL GAS	10.70.225.12.5421
1919	07/26/23	GAS SERVICE	2,059.92	041879	JUNE		P - H NATURAL GAS	65.60.491.12.5421
1919	07/26/23	GAS SERVICE	51.36	041879	JUNE		P - H NATURAL GAS	10.70.225.12.5421
1919	07/26/23	GAS SERVICE	47.37	041879	JUNE		P - H NATURAL GAS	90.70.802.12.5421
1919	07/26/23	GAS SERVICE	265.89	041879	JUNE		P - H NATURAL GAS	10.20.051.12.5421
1919	07/26/23	GAS SERVICE	138.09	041879	JUNE		P - H NATURAL GAS	90.70.802.12.5421
1919	07/26/23	GAS SERVICE	20.74	041879	JUNE		P - H NATURAL GAS	92.70.902.12.5421
1919	07/26/23	GAS SERVICE	20.74	041879	JUNE		P - H NATURAL GAS	92.70.901.12.5421
1919	07/26/23	GAS SERVICE	20.75	041879	JUNE		P - H NATURAL GAS	90.70.801.12.5421
1919	07/26/23	GAS SERVICE	47.37	041879	JUNE		P - H NATURAL GAS	60.60.420.12.5421
			3,405.47	*CHECK TOTAL				
		VENDOR TOTAL	3,405.47					
SUMNERONE INC 005662								
182694	07/28/23	POL TONER	204.00	041941	3635974		P - W GENERAL SUPPLIES	10.40.500.04.5001
SUTTON/KATELYN DANIELLE 000327								
182695	07/28/23	CCTR SWIM INSTR	16.00	041942	7/14-7/16		P N W PRIVATE SWIMMING	65.60.417.08.8125
182695	07/28/23	CCTR SWIM INSTR	500.00	041942	7/14-7/16		P N W SWIM TEAM	65.60.417.08.8124
			516.00	*CHECK TOTAL				
		VENDOR TOTAL	516.00					
UTILITY SERVICE CO INC 005709								
182696	07/28/23	WTR GORDON TOWER MAINT	16,289.59	041943	584903		P - W WATER TOWERS MAI	90.70.802.14.5537
VALVOLINE LLC 005460								
182697	07/28/23	PWK #721 OIL CHANGE	54.98	041925	59284		P - W VEHICLE MAINTENA	10.70.201.14.5541
182697	07/28/23	FIRE #602 OIL CHANGE	34.99	041926	59346		P - W VEHICLE MAINTENA	10.50.311.14.5541
			89.97	*CHECK TOTAL				
		VENDOR TOTAL	89.97					
VANCE BROTHERS INC 000957								
182698	07/28/23	ST ASPHALT	720.00	041927	IG00021001		P - W ASPHALT-STREET R	50.75.607.14.5621
182698	07/28/23	ST EMULSION	226.80	041928	ZH00028188		P - W ASPHALT-STREET R	50.75.607.14.5621
182698	07/28/23	ST ASPHALT	800.58	041929	IG00021031		P - W ASPHALT-STREET R	50.75.607.14.5621
182698	07/28/23	ST ASPHALT	791.34	041930	IG00021063		P - W ASPHALT-STREET R	50.75.607.14.5621
182698	07/28/23	PKS ASPHALT-PB PARK LOT	397.32	041944	IG00020972		P - W NEIGHBORHOOD PAR	11.60.415.36.7307
			2,936.04	*CHECK TOTAL				
		VENDOR TOTAL	2,936.04					

VENDOR NAME AND NUMBER									
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
WRIGHT COUNTY ASSOCIATES .14563									
182699	07/28/23	RECIPROCAL BOND	50.00	041931	23-WR-FTA274		P - W	RECIPROCAL CASH	10.2441

AUGUST 4th CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
A. W. SCHULTZ INC 005526											
		182700	08/04/23	FACTORYTALK SOFTWARE UPG	4,687.50		042040 239525			P - W COMPUTER SOFTWARE	92.70.903.36.7203
		182700	08/04/23	FACTORYTALK SOFTWARE UPG	4,687.50		042040 239525			P - W COMPUTER SOFTWARE	90.70.803.36.7203
					9,375.00		*CHECK TOTAL				
VENDOR TOTAL					9,375.00						
AMERICAN DIGITAL SECURIT 004908											
		182701	08/04/23	ACTL ALARM INSPECT,RPRS	1,060.00		041998 INV0016743			P - W BUILDING MAINTEN	10.20.051.14.5571
AMES II/RICHARD ASHLEY 006627											
		182702	08/04/23	CCTR SWIM INSTR	80.00		042039 7/30-7/31			P N W PRIVATE SWIMMING	65.60.417.08.8125
ANDERSON/SKYLAR 000612											
		182703	08/04/23	CCTR SWIM INSTR	15.00		042038 7/31			P N W PRIVATE SWIMMING	65.60.417.08.8125
AVENU INSIGHTS & ANALYTI 006392											
		182704	08/04/23	CASS CERTIFICATION	373.94		041999 INVB-046464			P N W MISCELLANEOUS FE	90.30.133.08.5399
		182704	08/04/23	CASS CERTIFICATION	482.19		041999 INVB-046464			P N W MISCELLANEOUS FE	92.30.134.08.5399
		182704	08/04/23	CASS CERTIFICATION	127.93		041999 INVB-046464			P N W MISCELLANEOUS FE	98.30.135.08.5399
					984.06		*CHECK TOTAL				
VENDOR TOTAL					984.06						
BARCO MUNICIPAL PRODUCTS 003811											
		182705	08/04/23	SIGN STANDS	169.00		042041 IN-246826			P - W MAINS & LINES MA	90.70.801.14.5532
		182705	08/04/23	SIGN STANDS	169.00		042041 IN-246826			P - W MAINS & LINES MA	92.70.901.14.5532
					338.00		*CHECK TOTAL				
VENDOR TOTAL					338.00						
BRYANT/COLE CHRISTOPHER 000616											
		182706	08/04/23	CCTR SWIM INSTR	360.00		042042 7/25-7/31			P N W PRIVATE SWIMMING	65.60.417.08.8125
		182706	08/04/23	CCTR SWIM INSTR	22.00		042042 7/25-7/31			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
					382.00		*CHECK TOTAL				
VENDOR TOTAL					382.00						
CITY OF BLUE SPRINGS 006820											
		182707	08/04/23	RECIPROCAL BOND	500.00		042000 W2102727			P - W RECIPROCAL CASH	10.2441
CLAY CO COLLECTOR 006360											
		182708	08/04/23	FIN PARK TRAIL PROP TAX	281.80		042001 15416000404200			P - W MISCELLANEOUS FE	10.30.130.08.5399
CORE & MAIN LP 008799											
		182709	08/04/23	WTR SUPPLIES	1,488.50		042043 T188603			P - W MAINS & LINES MA	90.70.801.14.5532
		182709	08/04/23	WTR SUPPLIES	4,465.50		042044 T147810			P - W MAINS & LINES MA	90.70.801.14.5532
		182709	08/04/23	WTR SUPPLIES	3,021.70		042045 T177759			P - W MAINS & LINES MA	90.70.801.14.5532
		182709	08/04/23	WTR INVENTORY	4,578.79		042046 T193642			P - W INVENTORY-MATERI	90.1700
					13,554.49		*CHECK TOTAL				
VENDOR TOTAL					13,554.49						
DELL MARKETING LP 000189											
		182710	08/04/23	T&L LAPTOPS	3,258.64		042047 10686189706			P N W MINOR COMPUTER E	10.90.132.18.5605

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
DELL MARKETING LP 000189									
182710	08/04/23	T&L LAPTOPS	2,947.31	042048	10686594427		P N W	MINOR COMPUTER E	10.90.132.18.5605
182710	08/04/23	T&L LAPTOPS	1,302.31	042049	10686795474		P N W	MINOR COMPUTER E	10.90.132.18.5605
182710	08/04/23	T&L LAPTOPS	4,702.56	042050	10687505619		P N W	MINOR COMPUTER E	10.90.132.18.5605
			12,210.82	*CHECK TOTAL					
		VENDOR TOTAL	12,210.82						
FORVIS, LLP 003235									
182712	08/04/23	FIN REPORTING SOFTWARE	1,650.00	042051	BK01839390	230004	F N W	COMPUTER SOFTWARE	10.30.130.36.7203
182712	08/04/23	FIN REPORTING SOFTWARE	350.00	042052	BK01839390		P N W	COMPUTER SOFTWARE	10.30.130.36.7203
182712	08/04/23	FIN AUDIT FOR 2022	14,000.00	042053	BK01822986	230006	P N W	AUDIT FEES	10.30.130.08.5306
182712	08/04/23	FIN AUDIT FOR 2022	700.00	042054	BK01822986		P N W	AUDIT FEES	10.30.130.08.5306
182712	08/04/23	FIN AUDIT FOR 2022	17,000.00	042055	BK01839390	230006	F N W	AUDIT FEES	10.30.130.08.5306
182712	08/04/23	FIN AUDIT FOR 2022	12,763.00	042056	BK01839390		P N W	AUDIT FEES	10.30.130.08.5306
			46,463.00	*CHECK TOTAL					
		VENDOR TOTAL	46,463.00						
GIFFORD/MEGAN 000627									
182713	08/04/23	CCTR SWIM INSTR	75.00	042057	7/26-7/31		P N W	PRIVATE SWIMMING	65.60.417.08.8125
HAMPEL OIL INC 006639									
182714	08/04/23	WTR GST, HYDRAULIC OIL	634.89	042058	91691007		P - W	WATER PLANT MAIN	90.70.802.14.5534
HIGGINS/KAYLIN .14565									
182715	08/04/23	CCTR REFUND MEMBERSHIP	108.33	042002	1909768		P - W	REFUNDS PAYABLE	65.2265
HILL/DAVID 000528									
182716	08/04/23	CCTR SWIM INSTR	108.00	042059	7/31		P N W	PRIVATE SWIMMING	65.60.417.08.8125
HY-VEE FOOD 006115									
182717	08/04/23	EMP FUNERAL PLANT	99.00	042003	58797613639		P - W	OTHER	10.25.011.38.5989
JCI INDUSTRIES INC 006471									
182718	08/04/23	WWT SCUM PUMP LEVEL SYST	5,166.00	042060	8255015		P - W	WWTR PLANT MAINT	92.70.902.14.5534
JOEL REINOEHL MARKETING 000012									
182719	08/04/23	SCOREBOARD SPONSORSHIP	114.53	042004	AT0012		P N W	MISCELLANEOUS FE	61.60.458.08.5399
182719	08/04/23	SCOREBOARD SPONSORSHIP	56.23	042004	AT0012		P N W	SPONSORSHIPS	65.60.491.08.5398
182719	08/04/23	SCOREBOARD SPONSORSHIP	37.49	042004	AT0012		P N W	CONTRACT LABOR	60.60.415.08.5397
182719	08/04/23	SPONSORSHIP COMMISSION	288.75	042005	CC0010		P N W	MISCELLANEOUS FE	61.60.458.08.5399
182719	08/04/23	SPONSORSHIP COMMISSION	141.75	042005	CC0010		P N W	SPONSORSHIPS	65.60.491.08.5398
182719	08/04/23	SPONSORSHIP COMMISSION	94.50	042005	CC0010		P N W	CONTRACT LABOR	60.60.415.08.5397
182719	08/04/23	SPONSORSHIP COMMISSION	481.25	042006	LH008		P N W	MISCELLANEOUS FE	61.60.458.08.5399
182719	08/04/23	SPONSORSHIP COMMISSION	236.25	042006	LH008		P N W	SPONSORSHIPS	65.60.491.08.5398
182719	08/04/23	SPONSORSHIP COMMISSION	157.50	042006	LH008		P N W	CONTRACT LABOR	60.60.415.08.5397
182719	08/04/23	SPONSORSHIP COMMISSION	1,306.25	042007	PC003		P N W	MISCELLANEOUS FE	61.60.458.08.5399
182719	08/04/23	SPONSORSHIP COMMISSION	641.25	042007	PC003		P N W	SPONSORSHIPS	65.60.491.08.5398
182719	08/04/23	SPONSORSHIP COMMISSION	427.50	042007	PC003		P N W	CONTRACT LABOR	60.60.415.08.5397
182719	08/04/23	SPONSORSHIP COMMISSION	317.63	042008	PS0010		P N W	MISCELLANEOUS FE	61.60.458.08.5399
182719	08/04/23	SPONSORSHIP COMMISSION	155.92	042008	PS0010		P N W	SPONSORSHIPS	65.60.491.08.5398
182719	08/04/23	SPONSORSHIP COMMISSION	103.95	042008	PS0010		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											
		182719	08/04/23	SPONSORSHIP COMMISSION	99.90	042009	RR026		P N W	MISCELLANEOUS FE	61.60.458.08.5399
		182719	08/04/23	SPONSORSHIP COMMISSION	660.00	042010	TI005		P N W	MISCELLANEOUS FE	61.60.458.08.5399
		182719	08/04/23	SPONSORSHIP COMMISSION	324.00	042010	TI005		P N W	SPONSORSHIPS	65.60.491.08.5398
		182719	08/04/23	SPONSORSHIP COMMISSION	216.00	042010	TI005		P N W	CONTRACT LABOR	60.60.415.08.5397
					5,860.65		*CHECK TOTAL				
VENDOR TOTAL					5,860.65						
JONES/NATHAN 005257											
		182720	08/04/23	CCTR SWIM INSTR	72.00	042061	7/30		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		182720	08/04/23	CCTR SWIM INSTR	52.00	042061	7/30		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
					124.00		*CHECK TOTAL				
VENDOR TOTAL					124.00						
K C MO WATER DEPT 007653											
		182721	08/04/23	WTR SERVICE	19,201.20	042063	175798		P - W	WATER PURCHASES-	90.70.802.08.5390
K C WINWATER WORKS CO 002767											
		182722	08/04/23	WTR PIPE-THORNTON ST	14,610.00	042062	313570 01		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
KEY EQUIPMENT & SUPPLY C 007275											
		182723	08/04/23	WWT VACTOR TRUCK	230,312.07	042064	KC209288	230104	P - W	CAPITAL EQUIPMEN	96.70.901.36.7201
		182723	08/04/23	WTR VACTOR TRUCK	230,312.07	042065	KC209288	230104	F - W	CAPITAL EQUIPMEN	94.70.801.36.7201
					460,624.14		*CHECK TOTAL				
VENDOR TOTAL					460,624.14						
KITCHS LAWN CARE & LANDSC 006136											
		182724	08/04/23	CEM MOWING	2,100.00	042066	830	230055	P - W	MOWING CONTRACT	73.70.226.14.5577
KONICA MINOLTA BUSINESS 005910											
		182725	08/04/23	PKS COPIER LEASE	284.16	042011	505985929		P - W	OFFICE EQUIPMENT	61.60.458.14.5551
		182725	08/04/23	PKS COPIER LEASE	379.15	042012	506104439		P - W	OFFICE EQUIPMENT	61.60.458.14.5551
					663.31		*CHECK TOTAL				
VENDOR TOTAL					663.31						
LEINTZ LAWN & CONSTRUCTI 000566											
		182726	08/04/23	CEM GRAVE OPEN/CLOSINGS	1,550.00	042067	1974		P N W	CONTRACT LABOR	73.70.226.08.5397
LOGICALIS, INC. 000657											
		182727	08/04/23	T&L SUPPORT/MAINT	880.00	042013	S151193		P - W	TELEPHONE SYSTEM	10.90.132.14.5586
MCCONNELL & ASSOCIATES 005015											
		182728	08/04/23	PKS PICKLEBALL COURTS	125,710.05	042068	123123	230068	F - W	NEIGHBORHOOD PAR	11.60.415.36.7307
		182728	08/04/23	PKS RETAINAGE	12,571.00	042069	123123 RET		P - W	RETAINAGE PAYABL	11.2115
					113,139.05		*CHECK TOTAL				
VENDOR TOTAL					113,139.05						
MCDONALD/EMMA 000356											
		182729	08/04/23	CCTR SWIM INSTR	112.00	042070	7/28-7/31		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
MCINTIRE MANAGEMENT GROU		000667									
182730 08/04/23 WWT BALL VALVES					696.26	042071	24432		P - W	MAINS & LINES MA	92.70.901.14.5532
METROPOLITAN TELECOMM; M		000243									
182731 08/04/23 T&L POTS LINES					771.50	042014	01005310623238		P - W	TELECOMMUNICATIO	10.90.132.12.5455
MID-AMERICA REGIONAL COU		000073									
182732 08/04/23 MEMBERSHIP DUES					3,530.00	042072	D-1-0004615		P - W	MEMBERSHIP DUES	10.10.101.38.5811
182732 08/04/23 TRAINING, FORUMS					7,940.00	042072	D-1-0004615		P - W	MEMBERSHIP DUES	10.20.001.38.5811
					11,470.00	*CHECK TOTAL					
VENDOR TOTAL					11,470.00						
MIDWEST DIESEL PERFORMAN		000533									
182733 08/04/23 #308 EQUIP MAINT					749.34	042084	1474		P - W	MISC EQUIPMENT M	90.70.801.14.5559
182733 08/04/23 #308 EQUIP MAINT					749.33	042084	1474		P - W	MISC EQUIPMENT M	92.70.901.14.5559
					1,498.67	*CHECK TOTAL					
VENDOR TOTAL					1,498.67						
MISSOURI GAS ENERGY		.14567									
182734 08/04/23 ROW PERMIT REFUND					135.00	042073	ROW REFUND		P - W	RIGHT-OF-WAY PER	10.40.3219
MO DEPT OF LABOR & INDUS		000272									
182735 08/04/23 REIMB BENEFIT PMT					97.00	042015	7.25.2023		P - W	UNEMPLOYMENT CLA	10.2208
MO DEPT OF NATURAL RESOU		005123									
182736 08/04/23 SEWER CONNECTION FEES					10,413.38	042016	34602400944		P - W	PRIMACY FEE SEWE	92.2235
182736 08/04/23 WTR PRIMACY FEES					60,887.82	042017	44622306404		P - W	PRIMACY FEE WATE	90.2235
					71,301.20	*CHECK TOTAL					
VENDOR TOTAL					71,301.20						
NPG NEWSPAPERS INC		000221									
182737 08/04/23 LEGAL ADS					40.33	042018	6745673		P - W	LEGAL ADS	10.80.151.08.5379
OLSSON ASSOCIATES		009235									
182738 08/04/23 P&D COMPREHENSIVE PLAN					6,912.09	042074	464659	220091	F - W	COMPREHENSIVE PL	56.70.630.38.5850
PACE ANALYTICAL SERVICES		005664									
182739 08/04/23 WWTP LAB SERVICES					676.40	042075	2360188261	230015	P - W	LAB FEES	92.70.902.08.5365
PROFESSIONAL PEST SOLUTI		006333									
182740 08/04/23 PWK PEST CONTROL					40.00	042019	12280		P - W	FACILITIES MAINT	10.70.221.14.5572
182740 08/04/23 ACTL PEST CONTROL					60.00	042020	12286		P - W	BUILDING MAINT S	10.20.051.04.5008
182740 08/04/23 PEST CONTROL					22.50	042076	12287		P - W	BUILDING MAINTEN	90.70.801.14.5571
182740 08/04/23 PEST CONTROL					22.50	042076	12287		P - W	BUILDING MAINTEN	92.70.902.14.5571
					145.00	*CHECK TOTAL					
VENDOR TOTAL					145.00						
PUBLIC CONSULTING GROUP,		000031									
182741 08/04/23 MO GEMT SERVICES					35,346.38	042077	CIV-10011653		P - W	ADMINISTRATIVE F	58.50.325.08.5341

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
REPUBLIC SERVICES #468 008397									
182742	08/04/23	SOLID WASTE COLLECTION	128,295.60	042021	3-0468-0011069			P - W NEIGHBORHOOD COL	98.70.227.08.5381
182742	08/04/23	RECYCLING COLLECTION	38,469.30	042021	3-0468-0011069			P - W NEIGHBORHOOD COL	98.70.227.08.5381
			166,764.90	*CHECK TOTAL					
		VENDOR TOTAL	166,764.90						
RICOH USA, INC 000314									
182743	08/04/23	ACTL COPIER LEASE	91.26	042022	38254308			P - W MINOR EQUIPMENT	10.20.051.18.5601
182743	08/04/23	ACTL COPIER LEASE	70.28	042023	5067664091			P - W MINOR EQUIPMENT	10.20.051.18.5601
			161.54	*CHECK TOTAL					
		VENDOR TOTAL	161.54						
SEWER SURGEON LLC .14566									
182744	08/04/23	REFUND PLUMBING PERMIT	51.00	042024	BLD-23-0504			P - W PLUMBING INSPECT	10.40.3225
SHOGER/LAUREL 0005680									
182745	08/04/23	CCTR SWIM INSTR	36.00	042078	7/30-8/1			P N W PRIVATE SWIMMING	65.60.417.08.8125
SMITH/ABIGAIL 000433									
182746	08/04/23	CCTR SWIM INSTR	90.00	042079	7/31			P N W PRIVATE SWIMMING	65.60.417.08.8125
STACO ELECTRIC CONSTRUCT 006013									
182747	08/04/23	POL CAMERA/AUDIO RPRS	548.85	042025	38288			P - W SOFTWARE MAINTEN	10.40.512.14.5591
SUTTON/KATELYN DANIELLE 000327									
182748	08/04/23	CCTR SWIM INSTR	16.00	042080	7/25			P N W PRIVATE SWIMMING	65.60.417.08.8125
UNITE PRIVATE NETWORKS L 0005621									
182711	08/04/23	T&L TELECOMMUNICATIONS	8,572.00	042081	SI-23-024744			P N W TELECOMMUNICATIO	10.90.132.12.5455
UTILITY ASSOCIATES 000438									
182749	08/04/23	POL BODY/VEHICLE CAMERAS	41,785.00	042082	42752	220140	F - W	CAPITAL EQUIPMEN	10.40.500.36.7201
VETERINARY CENTER OF LIB 004817									
182750	08/04/23	ACTL VET SERVICES	83.03	042026	456591			P - W RESERVE-ANIMAL S	10.2408
182750	08/04/23	ACTL VET SERVICES	26.00	042027	458417			P - W VETERINARY SERVI	10.20.051.08.5358
182750	08/04/23	ACTL VET SERVICES	157.50	042028	459082			P - W MEDICAL SUPPLIES	10.20.051.04.5003
182750	08/04/23	ACTL VET SERVICES	77.23	042029	459082			P - W RESERVE-ANIMAL S	10.2408
182750	08/04/23	ACTL VET SERVICES	78.00	042030	459430			P - W VETERINARY SERVI	10.20.051.08.5358
182750	08/04/23	ACTL VET SERVICES	511.09	042031	459430			P - W RESERVE-ANIMAL S	10.2408
182750	08/04/23	ACTL VET SERVICES	26.00	042032	461019			P - W VETERINARY SERVI	10.20.051.08.5358
182750	08/04/23	ACTL VET SERVICES	157.50	042033	461019			P - W MEDICAL SUPPLIES	10.20.051.04.5003
182750	08/04/23	ACTL VET SERVICES	29.95	042034	461019			P - W RESERVE-ANIMAL S	10.2408
182750	08/04/23	ACTL VET SERVICES	88.90	042035	461571			P - W RESERVE-ANIMAL S	10.2408
182750	08/04/23	ACTL VET SERVICES	168.00	042036	462299			P - W RESERVE-ANIMAL S	10.2408
182750	08/04/23	ACTL VET SERVICES	45.00	042083	22010			P - W VETERINARY SERVI	10.20.051.08.5358
			1,448.20	*CHECK TOTAL					
		VENDOR TOTAL	1,448.20						

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1920	07/31/23	CHALLENGERUNNER EMPLOYEE	156.00					M MISCELLANEOUS FE	65.60.491.08.5399
1920	07/31/23	FIRE MINOR EQUIPMENT	34.85					M MINOR EQUIPMENT	10.50.301.18.5601
1920	07/31/23	HYDRANT FIRE FLOW TESTIN	1,943.27					M MINOR EQUIPMENT	10.50.301.18.5601
1920	07/31/23	HYDRAULIC FLUID	63.00					M VEHICLE MAINTENA	90.70.802.14.5541
1920	07/31/23	602 CW	21.99					M VEHICLE MAINTENA	10.50.315.14.5541
1920	07/31/23	PRINTING LABELS FOR JPA	25.09					M NEIGHBORHOOD WTC	10.40.501.18.5602
1920	07/31/23	SIMPLE GREEN	21.98					M GENERAL SUPPLIES	92.70.901.04.5001
1920	07/31/23	LOWES- SCREWS FOR 605 LI	7.36					M VEHICLE MAINTENA	10.50.301.14.5541
1920	07/31/23	REAR WINDOW TINT ON NEW	100.00					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	NAPA BRAKE CLEAN FOR 605	3.89					M VEHICLE MAINTENA	10.50.301.14.5541
1920	07/31/23	DMR-QA 43 REAGENTS	683.00					M LAB SUPPLIES	92.70.902.04.5014
1920	07/31/23	COFFEE, KLEENEX	37.90					M GENERAL SUPPLIES	90.70.802.04.5001
1920	07/31/23	PARK BOARD MEETING SNACK	30.34					M MEETING EXPENSE	60.60.415.38.5803
1920	07/31/23	COFFEE CREAMER	13.92					M GENERAL SUPPLIES	90.70.802.04.5001
1920	07/31/23	PICKLEBALL BARRIER	300.00					M NEIGHBORHOOD PAR	11.60.415.36.7307
1920	07/31/23	FIRE #626 PREV. MAINT.	271.00					M VEHICLE MAINTENA	10.50.311.14.5541
1920	07/31/23	AWNING HARDWARE	24.64					M BUILDING MAINTEN	60.60.420.14.5571
1920	07/31/23	LAB SUPPLIES	749.72					M LAB SUPPLIES	90.70.802.04.5014
1920	07/31/23	BATTERY FOR UNIT# 755	152.12					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	CDL RENEWAL	53.29					M TRAINING COSTS	61.60.458.06.5259
1920	07/31/23	COLOR COPIES AND BINDING	569.70					M GENERAL SUPPLIES	10.40.500.04.5001
1920	07/31/23	RUTH MOORE MOTION SENSOR	208.00					M PLAYGROUND/SPRAY	60.60.420.14.5582
1920	07/31/23	PH PROBES FOR DIGESTERS	4,498.86					M LAB SUPPLIES	92.70.902.04.5014
1920	07/31/23	MEMBER EVENT SUPPLIES	11.16					- M GENERAL SUPPLIES	65.60.491.04.5001
1920	07/31/23	PRESSURE WASHER CHUCK	9.98					M MAINTENANCE MATE	90.70.802.04.5009
1920	07/31/23	METAL LOUVERS FOR COMPAN	730.00					M BUILDING MAINTEN	65.60.491.14.5571
1920	07/31/23	EXTENSION CORD, POWER ST	65.95					M SWIM TEAM	65.60.417.08.8124
1920	07/31/23	AWNING SUPPLIES	41.83					M BUILDING MAINTEN	60.60.420.14.5571
1920	07/31/23	SQUARE TUBING FOR SHOP A	29.00					M MAINTENANCE MATE	60.60.420.04.5009
1920	07/31/23	REGISTRATION FEE FOR ANI	282.18					M REGISTRATION FEE	10.20.051.06.5251
1920	07/31/23	BACKGROUND CHECKS.	450.00					- M CRIMINAL HISTORY	10.2474
1920	07/31/23	BACKGROUND CHECKS.	9.25					- M MISCELLANEOUS FE	10.30.130.08.5399
1920	07/31/23	LIGHTS FOR SUBBASEMENT,	142.39					M WATER PLANT MAIN	90.70.802.14.5534
1920	07/31/23	ADMIN FRIDGE REPLACEMENT	833.06					M BUILDING MAINTEN	10.50.300.14.5571
1920	07/31/23	CLEANING SUPPLIES	56.56					M MAINTENANCE MATE	60.60.420.04.5009
1920	07/31/23	PROCLAMATION FRAME	13.89					M GENERAL SUPPLIES	60.60.415.04.5001
1920	07/31/23	SPRAY FOR LIFT STATIONS	119.99					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	WILSHIRE POUR IN PLACE R	136.63					M PLAYGROUND/SPRAY	60.60.420.14.5582
1920	07/31/23	GLOVES AND RATCHET STRAP	83.64					M MAINTENANCE MATE	61.60.458.04.5009
1920	07/31/23	HARDWARE FOR STREET SIGN	46.56					M STREET SIGNS	50.75.607.14.5641
1920	07/31/23	BACKGROUND CHECKS.	450.00					- M CRIMINAL HISTORY	10.2474
1920	07/31/23	BACKGROUND CHECKS.	9.25					- M MISCELLANEOUS FE	10.30.130.08.5399
1920	07/31/23	FERNCO, CAP, PLUG	10.88					M MISC EQUIPMENT M	90.70.801.14.5559
1920	07/31/23	FERNCO, CAP, PLUG	10.87					M MISC EQUIPMENT M	92.70.901.14.5559
1920	07/31/23	WWT UNIFORM CLOTHING	161.96					- M CLOTHING EXPENSE	92.70.902.38.5812
1920	07/31/23	COMMUNITY CENTER GENERAT	62.98					M EMERGENCY MGT MA	10.50.300.14.5553
1920	07/31/23	FLOOR MATS FOR NEW F350	128.75					M GENERAL SUPPLIES	10.70.225.04.5001
1920	07/31/23	HAT	24.99					M CLOTHING EXPENSE	90.70.802.38.5812
1920	07/31/23	PRESSURE WASHER REPLACEM	62.52					M MAINTENANCE MATE	90.70.802.04.5009
1920	07/31/23	SUPPLIES FOR COURT	29.28					M GENERAL SUPPLIES	10.20.131.04.5001

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1920	07/31/23	MOUNTING POLE FOR SC4500	606.25					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	OFFICE SUPPLIES	16.99					M GENERAL SUPPLIES	60.60.415.04.5001
1920	07/31/23	SPOOL OF WIRE FOR NEW F3	33.75					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	HOLIDAY INN HOTEL STAY A	124.32					M TRAINING TRAVEL	10.40.500.06.5210
1920	07/31/23	RENEW LICENSE PLATES FOR	67.06					M VEHICLE MAINTENA	10.40.500.14.5541
1920	07/31/23	CLEANING SOAP OUT OF KEY	19.24					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	UP TO DATE OPERATIONS OF	229.00					M TRAINING COSTS	92.70.902.06.5259
1920	07/31/23	HOLIDAY INN HOTEL STAY A	124.32					M TRAINING TRAVEL	10.40.500.06.5210
1920	07/31/23	600 CW	21.99					M VEHICLE MAINTENA	10.50.300.14.5541
1920	07/31/23	NEW TOILET FOR 4 PLEX WO	102.00					M BUILDING MAINTEN	61.60.458.14.5571
1920	07/31/23	WWT SUPPLIES	120.05					- M GENERAL SUPPLIES	92.70.901.04.5001
1920	07/31/23	WTR SUPPLIES	120.05					- M GENERAL SUPPLIES	90.70.801.04.5001
1920	07/31/23	600 OIL CATCH	144.39					M MINOR EQUIPMENT	10.50.301.18.5601
1920	07/31/23	SCRAPERS	13.23					M SMALL TOOLS	90.70.801.04.5018
1920	07/31/23	SCRAPERS	13.23					M SMALL TOOLS	92.70.901.04.5018
1920	07/31/23	STREET SIGNS	483.65					M STREET SIGNS	50.75.607.14.5641
1920	07/31/23	DRYER VENT CLEANOUT BRUS	25.96					M SMALL TOOLS	92.70.902.04.5018
1920	07/31/23	COMMAND STRIPS, GOLDFISH	21.31					M GENERAL SUPPLIES	65.60.491.04.5001
1920	07/31/23	COMMAND STRIPS, GOLDFISH	17.76					M CHILD CARE PROGR	65.60.417.08.8701
1920	07/31/23	HACH TNT, FILTER PAPER,	645.79					M LAB SUPPLIES	92.70.902.04.5014
1920	07/31/23	PVC FITTINGS TO REPAIR I	4.74					M MAINS & LINES MA	90.70.801.14.5532
1920	07/31/23	WATER FOR OFFICERS DUE T	39.50					M GENERAL SUPPLIES	10.40.500.04.5001
1920	07/31/23	PVC PIPE, FITTINGS AND G	24.75					M MAINS & LINES MA	90.70.801.14.5532
1920	07/31/23	HYDRAULIC OIL FOR #715	224.97					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	CLEANING FROM JUN 23 TO	334.75					M CONTRACT LABOR	65.60.491.08.5397
1920	07/31/23	OFFICE SUPPLIES.	55.92					- M GENERAL SUPPLIES	10.30.130.04.5001
1920	07/31/23	OFFICE SUPPLIES.	55.91					- M GENERAL SUPPLIES	90.30.133.04.5001
1920	07/31/23	"TOUGH PRIME" BLACK PAIN	355.00					M MAINTENANCE MATE	65.60.491.04.5009
1920	07/31/23	OIL ABSORBENT	197.82					M GENERAL SUPPLIES	10.70.225.04.5001
1920	07/31/23	BATTERIES FOR BARRICADES	39.52					M STREET SIGNS	50.75.607.14.5641
1920	07/31/23	SPECTRUM FIBER	495.00					M INTERNET SERVICE	10.90.132.08.5304
1920	07/31/23	TLO-JUNE	75.00					M MISCELLANEOUS EX	10.40.502.38.5989
1920	07/31/23	ADAPTER TO GENERATOR.	21.37					M LIBERTY FEST	67.20.061.38.5804
1920	07/31/23	JUNE 2023 AWS BILLING FO	349.13					M INTERNET SERVICE	10.90.132.08.5304
1920	07/31/23	FIRE CONFERENCE REGISTRA	699.00					M TRAINING COSTS	10.50.301.06.5259
1920	07/31/23	REPLACEMENT CUP HOLDER O	6.99					M MISC EQUIPMENT M	65.60.491.14.5559
1920	07/31/23	PENS	6.74					M GENERAL SUPPLIES	61.60.458.04.5001
1920	07/31/23	NOTEBOOKS	11.99					M GENERAL SUPPLIES	61.60.458.04.5001
1920	07/31/23	5 BIANCHI EXPANDABLE BAT	90.00					M MINOR EQUIPMENT	10.40.500.18.5601
1920	07/31/23	FOUNTAIN BLUFF BATWING C	500.85					M MISC EQUIPMENT M	61.60.458.14.5559
1920	07/31/23	TARP REPAIR TRUCK 181	5.99					M CONST CNTRCT-CLA	94.70.801.36.7510
1920	07/31/23	SRO CONFERENCE HOTEL-CRO	567.96					M TRAINING TRAVEL	10.40.500.06.5210
1920	07/31/23	OIL CHANGE FOR #703	85.97					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	CREDIT TAX RETURN	8.69CR					M CLOTHING EXPENSE	92.70.901.38.5812
1920	07/31/23	CREDIT TAX RETURN	8.69CR					M CLOTHING EXPENSE	90.70.801.38.5812
1920	07/31/23	VENT VISOR	47.99					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	GENERAL PARKS ADMIN OFFI	21.21CR					M GENERAL SUPPLIES	60.60.415.04.5001
1920	07/31/23	LAB SUPPLIES	90.33					M LAB SUPPLIES	90.70.802.04.5014
1920	07/31/23	MADI MCCREA SHOES	50.00					M CLOTHING EXPENSE	10.40.500.38.5812
1920	07/31/23	GFOA ANNUAL MEMBERSHIP R	187.50					M MEMBERSHIP DUES	10.30.130.38.5811

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1920	07/31/23	GFOA ANNUAL MEMBERSHIP R	32.50					M MEMBERSHIP DUES	92.70.903.38.5811
1920	07/31/23	GFOA ANNUAL MEMBERSHIP R	30.00					M MEMBERSHIP DUES	90.70.803.38.5811
1920	07/31/23	NEW BATTERY IN SWIM MEET	17.23					M SWIM TEAM	65.60.417.08.8124
1920	07/31/23	UNIFORM BOOTS	202.50				-	M CLOTHING EXPENSE	10.40.500.38.5812
1920	07/31/23	GARTNER RETIREMENT PARTY	89.45					M GENERAL SUPPLIES	10.40.500.04.5001
1920	07/31/23	FIRE MEMBERSHIP DUES	240.00					M MEMBERSHIP DUES	10.50.300.38.5811
1920	07/31/23	MEETING WITH MAYOR ON NO	85.69				-	M OTHER MISC FEES	56.20.001.08.5365
1920	07/31/23	UNIFORM SHIRTS	70.00					M CLOTHING EXPENSE	92.70.902.38.5812
1920	07/31/23	HELMET SHIELDS	389.42					M PROTECTIVE CLOTH	10.50.301.38.5813
1920	07/31/23	PARKING AT WEF COLLECTIO	12.00					M TRAINING TRAVEL	92.70.903.06.5210
1920	07/31/23	HYDRAULIC HOSES FOR BRUS	805.90					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	FACEBOOK ADS - VISIT LIB	32.82					M CONTRIBUTIONS TO	67.20.061.38.5807
1920	07/31/23	FACEBOOK ADS - VISIT LIB	64.17					M ADVERTISING	67.20.061.08.5371
1920	07/31/23	601 CW AUG	21.99				M	VEHICLE MAINTENA	10.50.300.14.5541
1920	07/31/23	PROFESSIONAL CERTIFICATI	99.00					M MEMBERSHIP DUES	60.60.415.38.5811
1920	07/31/23	CLASS COST	153.25				M	TRAINING COSTS	92.70.902.06.5259
1920	07/31/23	PR TEAM MEETING	20.69				M	MEETING EXPENSE	10.20.031.38.5803
1920	07/31/23	UNIFORM CLOTHING SHIRTS	108.32					M CLOTHING EXPENSE	92.70.901.38.5812
1920	07/31/23	UNIFORM CLOTHING SHIRTS	108.31					M CLOTHING EXPENSE	90.70.801.38.5812
1920	07/31/23	MOWER DECK TIRES	2,036.07					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	LAB SUPPLIES	474.27				M	LAB SUPPLIES	90.70.802.04.5014
1920	07/31/23	OFFICE SUPPLIES	5.33				M	GENERAL SUPPLIES	90.30.133.04.5001
1920	07/31/23	OFFICE SUPPLIES	5.33				M	GENERAL SUPPLIES	92.30.134.04.5001
1920	07/31/23	OFFICE SUPPLIES	5.33				M	GENERAL SUPPLIES	10.30.130.04.5001
1920	07/31/23	LIBERTY FEST - TENT, TAB	1,561.63					M LIBERTY FEST	67.20.061.38.5804
1920	07/31/23	CLEANING CHEMICAL FOR SH	1,136.70					M CHEMICALS	10.20.051.04.5010
1920	07/31/23	NEW TOOL BOX	797.00				M	MINOR EQUIPMENT	65.60.491.18.5601
1920	07/31/23	ROLLING MAGNET FOR 2ND F	55.99					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	604 CW AUG	21.99				M	VEHICLE MAINTENA	10.50.311.14.5541
1920	07/31/23	WASTEWATER A CLASS	153.25				M	TRAINING COSTS	92.70.902.06.5259
1920	07/31/23	9 X 12 ENVELOPES AND LAR	68.96				M	GENERAL SUPPLIES	10.40.500.04.5001
1920	07/31/23	LOCTITE	26.17				M	FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	EMERGENCY TANK REPAIR	1,107.50					M MISC EQUIPMENT	92.70.901.14.5559
1920	07/31/23	EMERGENCY TANK REPAIR	1,107.50					M MISC EQUIPMENT	90.70.801.14.5559
1920	07/31/23	2023 MML ANNUAL CONFEREN	13.50					M TRAINING TRAVEL	10.20.001.06.5210
1920	07/31/23	BOARD AND SCREWS TO HANG	62.94					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	CLASS FOR MICHAEL	60.00				-	M REGISTRATION FEE	10.70.201.06.5251
1920	07/31/23	MEMBERSHIP DUES FOR THE	75.00					M MEMBERSHIP DUES	10.50.321.38.5811
1920	07/31/23	TARP REPAIR TRUCK 181	74.46					M CONST CNTRCT-CLA	94.70.801.36.7510
1920	07/31/23	PARKING AT WEF COLLECTIO	12.00					M TRAINING TRAVEL	92.70.903.06.5210
1920	07/31/23	WASP SPRAY	45.34				M	GENERAL SUPPLIES	60.60.420.04.5001
1920	07/31/23	KAM'S ACADEMY WRESTLING	59.99					M CLOTHING EXPENSE	10.40.500.38.5812
1920	07/31/23	UNIFORM CLOTHING SHIRTS	22.99					M CLOTHING EXPENSE	92.70.901.38.5812
1920	07/31/23	UNIFORM CLOTHING SHIRTS	22.98					M CLOTHING EXPENSE	90.70.801.38.5812
1920	07/31/23	NEW HEADSET FOR BRAD AND	403.40					M MINOR EQUIPMENT	10.90.132.18.5601
1920	07/31/23	GRINDER RENTAL	275.00				M	TRAILS MAINTENAN	60.60.420.14.5578
1920	07/31/23	COUNCIL MEETING VIDEO RE	17.00					M MISCELLANEOUS EX	10.20.031.38.5989
1920	07/31/23	WTR BREAK MEALS	72.93				-	M GENERAL SUPPLIES	90.70.801.04.5001
1920	07/31/23	LOCATING WIRE	354.15				M	CONST CNTRCT-CLA	94.70.801.36.7510
1920	07/31/23	RENEWAL STICKER FOR DS I	61.45					M TRAINING COSTS	92.70.901.06.5259

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1920	07/31/23	PAINT SUPPLIES	102.90					M MAINTENANCE MATE	90.70.802.04.5009
1920	07/31/23	GENERAL PARKS ADMIN OFFI	58.43					M GENERAL SUPPLIES	60.60.415.04.5001
1920	07/31/23	BACKGROUND CHECKS.	450.00					- M CRIMINAL HISTORY	10.2474
1920	07/31/23	BACKGROUND CHECKS.	9.25					- M MISCELLANEOUS FE	10.30.130.08.5399
1920	07/31/23	CREDIT VOUCHER LIBERTY C	32.59	CR				M VEHICLE MAINTENA	90.70.802.14.5541
1920	07/31/23	BAR OIL FOR CHAIN SAWS.	53.98					M GROUNDS MAINTENA	60.60.420.14.5575
1920	07/31/23	POSTAGE TO SEND BACK A S	13.56					M POSTAGE	10.40.512.38.5808
1920	07/31/23	VINCE WHITES RENEWAL FOR	65.00					M PROPERTY ROOM SU	10.40.511.04.5052
1920	07/31/23	WEF EVENT LUNCH	22.00					M TRAINING COSTS	92.70.902.06.5259
1920	07/31/23	HYDRAULIC HOSE	200.40					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	CONCRETE FOR DISK GOLF P	15.30					M MAINTENANCE MATE	60.60.420.04.5009
1920	07/31/23	BREAKER BAR FOR LOBE PUM	25.98					M SMALL TOOLS	92.70.902.04.5018
1920	07/31/23	BENNETT POST SUPPLIES	26.98					M TRAILS MAINTENAN	60.60.420.14.5578
1920	07/31/23	PARKING AT WEF COLLECTIO	12.00					M TRAINING TRAVEL	92.70.903.06.5210
1920	07/31/23	CCTV RELAY SWITCH	152.44					M MISC EQUIPMENT M	92.70.901.14.5559
1920	07/31/23	GAS CAN	35.99					M GENERAL SUPPLIES	10.70.225.04.5001
1920	07/31/23	2 POE INJECTORS AND ONE	141.12					M MINOR EQUIPMENT	10.90.132.18.5601
1920	07/31/23	CLEANING SERVICES FOR MA	819.95					M CONTRACT LABOR	65.60.491.08.5397
1920	07/31/23	LIBERTY FEST - GATORADE	37.92					M LIBERTY FEST	67.20.061.38.5804
1920	07/31/23	SUGAR FOR KITCHEN	6.78					M GENERAL SUPPLIES	92.70.901.04.5001
1920	07/31/23	SUGAR FOR KITCHEN	6.78					M GENERAL SUPPLIES	90.70.801.04.5001
1920	07/31/23	EVENT PARKING	12.00					M TRAINING COSTS	92.70.902.06.5259
1920	07/31/23	DINNER FOR THE EVERYONE	34.48					M MISCELLANEOUS EX	90.70.801.38.5989
1920	07/31/23	DINNER FOR THE EVERYONE	34.48					M MISCELLANEOUS EX	92.70.901.38.5989
1920	07/31/23	FIRE BATTERIES	201.60					M STATION SUPPLIES	10.50.301.04.5020
1920	07/31/23	GENERAL PARKS ADMIN OFFI	17.49					M GENERAL SUPPLIES	60.60.415.04.5001
1920	07/31/23	2" FITTINGS	61.20					M CONST CNTRCT-CLA	94.70.801.36.7510
1920	07/31/23	SHOP FEE TO REPAIR THEAT	275.00					M MISC EQUIPMENT M	65.60.491.14.5559
1920	07/31/23	PIPE WRENCH	27.88					- M BUILDING MAINTEN	61.60.458.14.5571
1920	07/31/23	WATER AT CONFERENCE CENT	5.00					M TRAINING TRAVEL	92.70.903.06.5210
1920	07/31/23	SMARTBOARD FOR CURB AT 1	17.28					M MAINS & LINES MA	90.70.801.14.5532
1920	07/31/23	GRINDING WHEEL FOR SIGN	16.48					M STREET SIGNS	50.75.607.14.5641
1920	07/31/23	KANSAS CITY BUSINESS JOU	90.00					M MISCELLANEOUS EX	10.20.001.38.5989
1920	07/31/23	BOOTS FOR HOLDEN AND MAY	261.00					M GENERAL SUPPLIES	10.40.500.04.5001
1920	07/31/23	IRRIGATION SUPPLIES FIEL	322.59					M GROUNDS/LANDSCAP	61.60.458.14.5575
1920	07/31/23	BOOK BINDING MATERIALS	31.21					M GENERAL SUPPLIES	92.70.902.04.5001
1920	07/31/23	BOOK BINDING MATERIAL	24.93					M GENERAL SUPPLIES	92.70.902.04.5001
1920	07/31/23	CONCRETE PATCHING MATERI	177.62					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	HOTEL STAY WEEK 1	326.05					M TRAINING COSTS	92.70.902.06.5259
1920	07/31/23	STUMP GRINDER FOR DISK G	275.00					M TRAILS MAINTENAN	60.60.420.14.5578
1920	07/31/23	WATER / TRASH BAGS	20.68					M GENERAL SUPPLIES	92.70.901.04.5001
1920	07/31/23	WATER / TRASH BAGS	20.68					M GENERAL SUPPLIES	90.70.801.04.5001
1920	07/31/23	BRAKE WORK ON THE OPS TR	675.84					M VEHICLE MAINTENA	90.70.802.14.5541
1920	07/31/23	SUPPLIES FOR WELL LID RE	55.96					M MAINTENANCE MATE	90.70.802.04.5009
1920	07/31/23	BOOK BINDING EQUIPMENT	286.22					M GENERAL SUPPLIES	92.70.902.04.5001
1920	07/31/23	CONF ROOM EDID PARTS	77.28					M MINOR EQUIPMENT	10.90.132.18.5601
1920	07/31/23	OFFICE ORGANIZER	32.59					M GENERAL SUPPLIES	92.70.902.04.5001
1920	07/31/23	COMPRESSION TEST ON VAC	631.00					M MISC EQUIPMENT M	90.70.801.14.5559
1920	07/31/23	LIBERTY FEST INSURANCE -	85.74					M LIBERTY FEST	67.20.061.38.5804
1920	07/31/23	LIBERTY FEST - EVENT AND	2,833.00					M LIBERTY FEST	67.20.061.38.5804

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1920	07/31/23	PLAQUE FOR GARTNER RETIR	22.00					M MINOR EQUIPMENT	10.40.500.18.5601
1920	07/31/23	BENNETT POST SUPPLIES	15.30					M TRAILS MAINTENAN	60.60.420.14.5578
1920	07/31/23	CONCRETE FOR DISK GOLF P	15.30					M MAINTENANCE MATE	60.60.420.04.5009
1920	07/31/23	WINDOW POSTER HOLDER FRA	94.37					M GENERAL SUPPLIES	65.60.491.04.5001
1920	07/31/23	OFFICE SUPPLIES	19.97					M GENERAL SUPPLIES	90.30.133.04.5001
1920	07/31/23	OFFICE SUPPLIES	19.97					M GENERAL SUPPLIES	92.30.134.04.5001
1920	07/31/23	OFFICE SUPPLIES	19.96					M GENERAL SUPPLIES	10.30.130.04.5001
1920	07/31/23	FUEL CAP FOR 703	16.91					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	ROUNDUP	499.94					M LANDSCAPING	52.60.420.14.5583
1920	07/31/23	SPECTRUM	78.04					M INTERNET SERVICE	10.90.132.08.5304
1920	07/31/23	CREDIT VOUCHER REEVES-WI	25.65CR					- M MAINTENANCE MATE	61.60.458.04.5009
1920	07/31/23	OFFICE SUPPLIES	21.65					M GENERAL SUPPLIES	90.30.133.04.5001
1920	07/31/23	OFFICE SUPPLIES	21.65					M GENERAL SUPPLIES	92.30.134.04.5001
1920	07/31/23	OFFICE SUPPLIES	21.65					M GENERAL SUPPLIES	10.30.130.04.5001
1920	07/31/23	AIR HOSE FOR THE MID SIZ	29.82					M VEHICLE MAINTENA	92.70.901.14.5541
1920	07/31/23	AIR HOSE FOR THE MID SIZ	29.81					M VEHICLE MAINTENA	90.70.801.14.5541
1920	07/31/23	PARTS FOR GRASSHOPPER MO	23.19					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	DUST CAP FOR GRASSHOPPER	6.28					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	SHADOW BOXES FOR RETIREM	86.74					M GENERAL SUPPLIES	10.40.501.04.5001
1920	07/31/23	CAR CHARGER FOR CELL PHO	164.63					M MOBILE PHONES	10.90.132.12.5453
1920	07/31/23	MONTHLY SERVICE FEE	20.00					M MISCELLANEOUS FE	65.60.491.08.5399
1920	07/31/23	TOILET	102.00					M MAINTENANCE MATE	61.60.458.04.5009
1920	07/31/23	LIBERTY FEST SUPPLIES	79.94					M LIBERTY FEST	67.20.061.38.5804
1920	07/31/23	U-CART AND CONCRETE FOR	346.00					M MAINS & LINES MA	90.70.801.14.5532
1920	07/31/23	BARREL MICROPHONE USE WI	72.31					- M MISCELLANEOUS SU	10.40.500.04.5099
1920	07/31/23	FACEBOOK ADS FOR VISIT L	54.67					M MAKE MUSIC DAY-S	67.20.061.04.5072
1920	07/31/23	FACEBOOK ADS FOR VISIT L	196.15					M CONTRIBUTIONS TO	67.20.061.38.5807
1920	07/31/23	FACEBOOK ADS FOR VISIT L	150.00					M LIBERTY FEST	67.20.061.38.5804
1920	07/31/23	FACEBOOK ADS FOR VISIT L	50.00					M RECREATION SUPPL	60.60.415.04.5004
1920	07/31/23	FACEBOOK ADS FOR VISIT L	449.18					M ADVERTISING	67.20.061.08.5371
1920	07/31/23	BACKGROUND CHECK SUBSCRI	60.77					M RECREATION SUPPL	61.60.458.04.5004
1920	07/31/23	SKID SHOE FOR BAT WING M	165.00					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	PATCH CABLE RESTOCK	275.90					M MINOR COMPUTER E	10.90.132.18.5605
1920	07/31/23	UNIFORM SHIRTS	83.00					M CLOTHING EXPENSE	10.70.225.38.5812
1920	07/31/23	PAPER TOWELS	72.97					M LAB SUPPLIES	92.70.902.04.5014
1920	07/31/23	OFFICE SUPPLIES	5.54					M GENERAL SUPPLIES	90.30.133.04.5001
1920	07/31/23	OFFICE SUPPLIES	5.54					M GENERAL SUPPLIES	92.30.134.04.5001
1920	07/31/23	OFFICE SUPPLIES	5.54					M GENERAL SUPPLIES	10.30.130.04.5001
1920	07/31/23	FIRE CREDIT	96.88CR					M GENERAL SUPPLIES	10.50.300.04.5001
1920	07/31/23	STANDING SHELF FOR SECUR	99.99					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	FIRE #611 HEADLIGHT BULB	43.92					M VEHICLE MAINTENA	10.50.301.14.5541
1920	07/31/23	DEPARTMENT LAPEL PINS.	382.00					M MISCELLANEOUS EX	10.40.500.38.5989
1920	07/31/23	LAB SUPPLIES	61.57					M LAB SUPPLIES	90.70.802.04.5014
1920	07/31/23	PAPER TOWELS FOR PLANT R	263.11					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	STREET SIGNS	852.20					M STREET SIGNS	50.75.607.14.5641
1920	07/31/23	2 PARTY PACKAGES	190.00					M BIRTHDAY PARTIES	65.60.417.08.8805
1920	07/31/23	COMMUNITY GARDEN - RSVP	31.88					M RSVP GRANT	65.60.491.04.5064
1920	07/31/23	MVAFC HOTEL	495.05					M TRAINING COSTS	10.50.315.06.5259
1920	07/31/23	ZIP TIES TO HANG BANNERS	29.98					M RECREATION SUPPL	60.60.415.04.5004
1920	07/31/23	FIRE ELECTRICAL PLUG	10.68					M BUILDING MAINTEN	10.50.300.14.5571

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1920	07/31/23	PARTS FOR ZERO TURN MOWE	38.06					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	YARD CARE PER M. CROOKS	52.30					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	CREDIT VOUCHER HELM* 5-D	1,044.36	CR				M REGISTRATION FEE	10.40.500.06.5251
1920	07/31/23	DRILL BIT SET	190.90					M GENERAL SUPPLIES	10.70.225.04.5001
1920	07/31/23	CREDIT VOUCHER OPTICSPLA	5.87	CR				M MINOR EQUIPMENT	10.40.500.18.5601
1920	07/31/23	32.99 COMMUNITY GARDEN -	32.99					M RSVP GRANT	65.60.491.04.5064
1920	07/31/23	DUST CAPS FOR ZERO TURN	11.51					M VEHICLE MAINTENA	10.70.225.14.5541
1920	07/31/23	MUD BUGGIES FOR CONCRETE	209.00					M PLAYGROUND/SPRAY	60.60.420.14.5582
1920	07/31/23	LADDERS FOR SWAT TEAM	178.04					M SWAT TEAM SUPPLI	10.40.501.04.5050
1920	07/31/23	LOCKS	77.96					M SMALL TOOLS	60.60.420.04.5018
1920	07/31/23	AMAZON - THREAD LOCKER F	34.77					M ARMORY SUPPLIES	10.40.501.04.5051
1920	07/31/23	LAMINATION SHEETS FOR JP	93.97					M NEIGHBORHOOD WTC	10.40.501.18.5602
1920	07/31/23	SUPPLIES TO REPAIR PIPE	25.94					M MAINTENANCE MATE	90.70.802.04.5009
1920	07/31/23	CORDLESS DRILL FOR SIGN	260.48					M STREET SIGNS	50.75.607.14.5641
1920	07/31/23	FIRE FUNERAL FLOWERS	99.00					M GENERAL SUPPLIES	10.50.300.04.5001
1920	07/31/23	TOILET PARTS	48.70					M MAINTENANCE MATE	61.60.458.04.5009
1920	07/31/23	PAINT SUPPLIES FOR CONTR	65.22					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	STOP THE BLEED KITS FOR	259.57					M MINOR EQUIPMENT	10.40.500.18.5601
1920	07/31/23	DEF	35.90					M CHEMICALS	60.60.420.04.5010
1920	07/31/23	CHAMBER LUNCHEON FOR MAY	25.00					M MEETING EXPENSE	10.10.101.38.5803
1920	07/31/23	CHAMBER LUNCHEON FOR MAY	25.00					M MEETING EXPENSE	10.20.001.38.5803
1920	07/31/23	CHAMBER LUNCHEON FOR MAY	25.00					- M MEETING EXPENSE	10.20.031.38.5803
1920	07/31/23	LPRF BIENNIAL REGISTRATI	20.65					M CHARITABLE FUND	60.60.415.38.5802
1920	07/31/23	BOTTLED WATER	15.96					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	TOILET	127.79					M MAINTENANCE MATE	61.60.458.04.5009
1920	07/31/23	FIRE FUNERAL FLOWERS	96.88					M GENERAL SUPPLIES	10.50.300.04.5001
1920	07/31/23	WATER FOR OFFICERS TRAIN	8.00					M MISCELLANEOUS EX	10.40.500.38.5989
1920	07/31/23	PARKING LOT SIGN BASES	235.99					M GENERAL SUPPLIES	65.60.491.04.5001
1920	07/31/23	FIRE #627 PREV. MAINT.	188.64					M VEHICLE MAINTENA	10.50.311.14.5541
1920	07/31/23	PARKING STOPS	440.00					M NEIGHBORHOOD PAR	11.60.415.36.7307
1920	07/31/23	MATERIALS FOR CAMPBELL C	65.76					M ASPHALT-STREET R	50.75.607.14.5621
1920	07/31/23	ETHERNET CABLE	9.79					M GENERAL SUPPLIES	92.70.902.04.5001
1920	07/31/23	HOSE SPIGOT ON 3RD FLOOR	100.74					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	PIPE FITTINGS LIME PUMP	20.33					M WATER PLANT MAIN	90.70.802.14.5534
1920	07/31/23	PEDESTRIAN CROSSING SIGN	48.90					M GENERAL SUPPLIES	65.60.491.04.5001
1920	07/31/23	CABLE FOR ZIP LINE	572.96					M PLAYGROUND/SPRAY	60.60.420.14.5582
1920	07/31/23	AMAZON - RANGE SUPPLIES	9.31					M ARMORY SUPPLIES	10.40.501.04.5051
1920	07/31/23	LEVEL DEVICE AND T/S ON	1,700.00					M WWTR PLANT MAINT	92.70.902.14.5534
1920	07/31/23	MAKE MUSIC DAY T-SHIRTS	167.50					M MAKE MUSIC DAY-S	67.20.061.04.5072
1920	07/31/23	COMMUNITY GARDEN - RSVP	16.44					M RSVP GRANT	65.60.491.04.5064
1920	07/31/23	METAL FOR SNOW SPREADERS	20.13					M SUPPLIES-SNOW RE	10.70.225.15.5634
1920	07/31/23	REBAR FOR BENNETT AND CL	1,279.50					M PLAYGROUND/SPRAY	60.60.420.14.5582
1920	07/31/23	STAKES FOR CAMP	49.11					M MAINTENANCE MATE	65.60.491.04.5009
1920	07/31/23	SWIFFER DUST SHEETS	42.36					M MAINTENANCE MATE	65.60.491.04.5009
1920	07/31/23	REBAR CHAIRS FOR BENNETT	79.00					M PLAYGROUND/SPRAY	60.60.420.14.5582
1920	07/31/23	MAINTENANCE SUPPLIES	65.74					M MAINTENANCE MATE	90.70.802.04.5009
1920	07/31/23	4TH OF JULY SHIRTS	1,225.00					M CLOTHING EXPENSE	10.50.301.38.5812
1920	07/31/23	BOLTS	26.01					M GENERAL SUPPLIES	10.70.225.04.5001
1920	07/31/23	CONFERENCE REGISTRATION	485.00					M REGISTRATION FEE	10.20.001.06.5251
1920	07/31/23	MATERIALS FOR CAMPBELL C	569.96					M ASPHALT-STREET R	50.75.607.14.5621

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1920	07/31/23	CORDS FOR DAKTRONICS CON	51.25					M BUILDING MAINTEN	61.60.458.14.5571
1920	07/31/23	NEOGOV USER CONFERENCE &	959.20					M TRAINING TRAVEL	10.25.011.06.5210
1920	07/31/23	MAKE MUSIC DAY SCHEDULE	27.12					M MAKE MUSIC DAY-S	67.20.061.04.5072
1920	07/31/23	FORMS FOR POUR & PLAY	14.74					M PLAYGROUND/SPRAY	60.60.420.14.5582
1920	07/31/23	FLOOR GLOSS	104.41					M MAINTENANCE MATE	65.60.491.04.5009
1920	07/31/23	TRACER WIRE CONNECTORS	358.80					M MAINS & LINES MA	90.70.801.14.5532
1920	07/31/23	602 PANT REPAIR	11.00					M CLOTHING EXPENSE	10.50.301.38.5812
1920	07/31/23	WATER FOR MAKE MUSIC DAY	19.56					M MAKE MUSIC DAY-S	67.20.061.04.5072
1920	07/31/23	NEW SET OF LIGHTS FOR MO	26.45					M VEHICLE MAINTENA	90.70.802.14.5541
1920	07/31/23	TRANSMISSION STOP LEAK	40.98					M MISC EQUIPMENT M	60.60.420.14.5559
1920	07/31/23	REGISTRATION FEES FOR AT	37.50					M REGISTRATION FEE	90.70.803.06.5251
1920	07/31/23	REGISTRATION FEES FOR AT	37.50					M REGISTRATION FEE	92.70.903.06.5251
1920	07/31/23	PITCHER, STRAINER BAGGIE	15.58					M GENERAL SUPPLIES	10.60.483.04.5001
1920	07/31/23	CARDSTOCK, PENS	73.79					M GENERAL SUPPLIES	61.60.458.04.5001
1920	07/31/23	CLEANING SERVICES FOR MA	283.25					M CONTRACT LABOR	65.60.491.08.5397
1920	07/31/23	WORK GLOVES	16.99					M MISCELLANEOUS SU	73.70.226.04.5099
1920	07/31/23	BATWING HITCH	220.48					M MISC EQUIPMENT M	60.60.420.14.5559
1920	07/31/23	KUBOTA CLUTCH	1,227.71					M MISC EQUIPMENT M	61.60.458.14.5559
1920	07/31/23	DINGO RENTAL FOR GRAVEL	222.50					M PLAYGROUND/SPRAY	60.60.420.14.5582
1920	07/31/23	4IN PVC FITTINGS FOR SUB	829.56					M WATER PLANT MAIN	90.70.802.14.5534
1920	07/31/23	PARTY PACKAGE	95.00					M BIRTHDAY PARTIES	65.60.417.08.8805
1920	07/31/23	LOWE'S - RANGE SUPPLIES	22.04					M ARMORY SUPPLIES	10.40.501.04.5051
1920	07/31/23	WINDSHIELD WASHER FLUID	77.88					M VEHICLE MAINTENA	90.70.801.14.5541
1920	07/31/23	MATERIALS FOR CATCH BASI	25.76					M STORM WATER MAIN	50.75.607.14.5663
1920	07/31/23	LAB SUPPLIES	41.61					M LAB SUPPLIES	90.70.802.04.5014
1920	07/31/23	HOTEL STAY FOR MEDC ANNU	496.05					- M OTHER MISC FEES	56.20.001.08.5365
1920	07/31/23	PAPER TOWELS	19.88					M GENERAL SUPPLIES	90.70.802.04.5001
1920	07/31/23	CONWAY SHIELDS	86.90					M CLOTHING EXPENSE	10.50.301.38.5812
1920	07/31/23	TABLET CHARGERS	38.97					M MINOR EQUIPMENT	10.50.301.18.5601
1920	07/31/23	PLUMBING PARTS	156.17					M MAINTENANCE MATE	65.60.491.04.5009
1920	07/31/23	WORK PANTS	112.17					M CLOTHING EXPENSE	90.70.802.38.5812
1920	07/31/23	NICHOLAS GRAHAM DS3 TEST	51.25					M TRAINING COSTS	90.70.801.06.5259
1920	07/31/23	LIBERTY FEST SUPPLIES	212.78					M LIBERTY FEST	67.20.061.38.5804
1920	07/31/23	PARTY PACKAGE'S 2 ADDITI	23.00					M BIRTHDAY PARTIES	65.60.417.08.8805
1920	07/31/23	TRUCK WASH #185	111.50					M VEHICLE MAINTENA	92.70.901.14.5541
1920	07/31/23	UNIFORM ITEMS	47.96					M CLOTHING EXPENSE	10.70.225.38.5812
1920	07/31/23	GENERAL SUPPLIES AND TWO	625.48					M MAINTENANCE MATE	65.60.491.04.5009
1920	07/31/23	GAS CAN	22.99					M LANDSCAPING	60.60.420.14.5583
1920	07/31/23	PARTY PACKAGE	95.00					M BIRTHDAY PARTIES	65.60.417.08.8805
1920	07/31/23	BUFFING PADS	68.45					M MAINTENANCE MATE	65.60.491.04.5009
1920	07/31/23	NAME TAGS	30.00					M GENERAL SUPPLIES	65.60.491.04.5001
1920	07/31/23	NAME TAGS	15.00					M GENERAL SUPPLIES	60.60.415.04.5001
1920	07/31/23	BLOCKS, REBAR	74.62					M CONST CNTRCT-CLA	94.70.801.36.7510
1920	07/31/23	CONFERENCE HOTEL	780.80					M TRAINING TRAVEL	10.25.011.06.5210
1920	07/31/23	BAGGAGE FEE-IPMA	30.00					- M TRAINING TRAVEL	10.25.011.06.5210
1920	07/31/23	BASEMENT DOOR	29.98					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	SUPPLIES FOR COURT	34.56					M GENERAL SUPPLIES	10.20.131.04.5001
1920	07/31/23	P-TRAP, FITTING, AND 4IN	194.69					M BUILDING MAINTEN	90.70.802.14.5571
1920	07/31/23	SIGNS FOR COUNCIL CHAMBE	57.50					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	BAGGAGE FEE FROM MSN TO	30.00					M TRAINING TRAVEL	10.25.011.06.5210

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1920	07/31/23	HOTEL FOR IPMA-HR CENTRA	782.80					M TRAINING TRAVEL	10.25.011.06.5210
1920	07/31/23	BACKER ROD, SIDEWALK CRA	42.75					M WATER PLANT MAIN	90.70.802.14.5534
1920	07/31/23	BAG FEE	30.00					M TRAINING TRAVEL	10.25.011.06.5210
1920	07/31/23	JGREEN WELLNESS INITIATI	178.25					M WELLNESS INITIAT	10.2149
1920	07/31/23	VERIZON CONNECT	38.00					M INTERNET SERVICE	10.90.132.08.5304
1920	07/31/23	HOTEL STAY IN MADISON, W	780.80					M TRAINING TRAVEL	10.25.011.06.5210
1920	07/31/23	SHARPS CONTAINERS AND RE	59.09					M GENERAL SUPPLIES	65.60.491.04.5001
1920	07/31/23	LAB SUPPLIES	257.92					M LAB SUPPLIES	90.70.802.04.5014
1920	07/31/23	PAINT FOR VACTOR	20.97					M VEHICLE MAINTENA	92.70.901.14.5541
1920	07/31/23	BACKPACK AND HEADPHONE E	54.77					M MINOR EQUIPMENT	10.90.132.18.5601
1920	07/31/23	BATTERIES	179.00					M PLAYGROUND/SPRAY	60.60.420.14.5582
1920	07/31/23	CDL RENEWAL	53.03					M MISCELLANEOUS EX	10.70.225.38.5989
1920	07/31/23	SCREWS, HANDLES AND TRAC	67.32					M BUILDING MAINTEN	90.70.802.14.5571
1920	07/31/23	BACKGROUND CHECKS.	225.00					- M CRIMINAL HISTORY	10.2474
1920	07/31/23	BACKGROUND CHECKS.	4.75					- M MISCELLANEOUS FE	10.30.130.08.5399
1920	07/31/23	HYDRAULIC FLUID FOR VACT	219.96					M VEHICLE MAINTENA	92.70.901.14.5541
1920	07/31/23	VIDEO TRAINING SERIES	192.00					M TRAINING COSTS	90.70.802.06.5259
1920	07/31/23	CORDLESS WORK LIGHTS. B	71.01					M MINOR TOOLS	90.70.802.04.5018
1920	07/31/23	WOOD FORMS BENNETT PLAYG	316.80					M PLAYGROUND/SPRAY	60.60.420.14.5582
1920	07/31/23	NO PARKING / PARKING PAS	351.58					M LIBERTY FEST	67.20.061.38.5804
1920	07/31/23	WATER PUMP FOR WELL 13 P	274.99					M WELLFIELD MAINTEN	90.70.802.14.5535
1920	07/31/23	BLANK PLATES FOR OUTLETS	29.60					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	IRRIGATION SUBSCRIPTION	25.00					M GROUNDS/LANDSCAP	61.60.458.14.5575
1920	07/31/23	SENT SAMPLE SUITS BACK T	17.55					M SWIM TEAM	65.60.417.08.8124
1920	07/31/23	624 REPAIRS	1,283.22					M VEHICLE MAINTENA	10.50.311.14.5541
1920	07/31/23	LIFETIME TIRE ROTATION/B	100.00					- M VEHICLE MAINTENA	10.70.201.14.5541
1920	07/31/23	EQUIPMENT KEYS	51.25					M MISC EQUIPMENT M	92.70.901.14.5559
1920	07/31/23	EQUIPMENT KEYS	51.25					M MISC EQUIPMENT M	90.70.801.14.5559
1920	07/31/23	RECRUITMENT CARDS - RSVP	75.05					M RSVP GRANT	65.60.491.04.5064
1920	07/31/23	SET SCREWS FOR COMPRESSO	16.78					M MINOR EQUIPMENT	10.50.301.18.5601
1920	07/31/23	FLAG DAY SUPPLIES	29.94					M PROGRAM SUPPLIES	10.60.483.04.5099
1920	07/31/23	DONUTS FOR ANNUAL MODNR	40.55					M GENERAL SUPPLIES	92.70.902.04.5001
1920	07/31/23	BACK SUPPORT	24.16					M SMALL TOOLS	60.60.420.04.5018
1920	07/31/23	DRILL AND BATTERY FOR TH	179.00					M SMALL TOOLS	90.70.801.04.5018
1920	07/31/23	DRILL AND BATTERY FOR TH	49.80					M GENERAL SUPPLIES	90.70.801.04.5001
1920	07/31/23	TIE TACKS FOR LPD DRESS	315.00					M CLOTHING EXPENSE	10.40.500.38.5812
1920	07/31/23	OIL ABSORBENT SAND	79.95					M GENERAL SUPPLIES	92.70.901.04.5001
1920	07/31/23	SUPPLIES FOR MAILING LIB	384.55					M LIBERTY FEST	67.20.061.38.5804
1920	07/31/23	CERTIFIED LETTERS SENT F	16.26					M GENERAL SUPPLIES	10.80.153.04.5001
1920	07/31/23	FIRE TRAINING	699.00					- M TRAINING COSTS	10.50.300.06.5259
1920	07/31/23	KINGS HWY. SERVICE CONNE	537.00					M MAINS & LINES MA	90.70.801.14.5532
1920	07/31/23	MASONRY DRILL BITS	83.62					M SMALL TOOLS	60.60.420.04.5018
1920	07/31/23	METAL	65.25					M GENERAL SUPPLIES	10.70.225.04.5001
1920	07/31/23	CPR TRAINING	42.00					M TRAINING COSTS	65.60.491.06.5259
1920	07/31/23	FITNESS CENTER MUSIC JUN	26.95					M MISCELLANEOUS FE	65.60.491.08.5399
1920	07/31/23	NEW WATER JUG	39.99					M RECREATION SUPPL	60.60.415.04.5004
1920	07/31/23	REPLACING BROKEN OUTDOOR	215.00					M GENERAL SUPPLIES	65.60.491.04.5001
1920	07/31/23	SILICONE FOR IPP BOTTLE	24.36					M GENERAL SUPPLIES	92.70.902.04.5001
1920	07/31/23	HOSE BIB	22.08					M PLAYGROUND/SPRAY	60.60.420.14.5582
1920	07/31/23	DRILL BIT FOR SPEED BUMP	44.40					M STREET SIGNS	50.75.607.14.5641

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1920	07/31/23	VACTOR ABSORBENT	59.96					M VEHICLE MAINTENA	92.70.901.14.5541
1920	07/31/23	KUBOTA 6800 REPAIR	412.97					M MISC EQUIPMENT M	61.60.458.14.5559
1920	07/31/23	CREDIT VOUCHER OREILLY A	15.31CR					M MISC EQUIPMENT M	90.70.801.14.5559
1920	07/31/23	CREDIT VOUCHER OREILLY A	15.30CR					M MISC EQUIPMENT M	92.70.901.14.5559
1920	07/31/23	BI-ANNUAL NON PROFIT REG	20.65					M CHRISTMAS TREE C	10.60.481.04.5063
1920	07/31/23	PROJECT ON THE SQUARE	3.48					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	SAMPLE PAINT	15.60					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	MONTHLY DISH NETWORK PAY	180.88					M MISCELLANEOUS FE	65.60.491.08.5399
1920	07/31/23	CLEVIS PINS FOR SNOW PLO	29.98					M SUPPLIES-SNOW RE	10.70.225.15.5634
1920	07/31/23	JACK STANDS	212.94					M MISC EQUIPMENT M	60.60.420.14.5559
1920	07/31/23	CREDIT VOUCHER USABLUENO	4.97CR					M LAB SUPPLIES	90.70.802.04.5014
1920	07/31/23	REPLACEMENT MOUSE	32.61					M GENERAL SUPPLIES	65.60.491.04.5001
1920	07/31/23	DINNER FOR THE WATER BRE	52.77					M MISCELLANEOUS EX	90.70.801.38.5989
1920	07/31/23	BAGGAGE FEE 06.10.23	30.00					M TRAINING TRAVEL	10.25.011.06.5210
1920	07/31/23	DOWNTOWN TASK FORCE (DTT	243.92					M MEETING EXPENSE	10.80.151.38.5803
1920	07/31/23	SCANNER POWER SUPPLY.	24.98					M MINOR EQUIPMENT	10.90.132.18.5601
1920	07/31/23	DVD BINDER	19.94					M GENERAL SUPPLIES	10.40.500.04.5001
1920	07/31/23	BAGGAGE FEE FROM MCI TO	30.00					M TRAINING TRAVEL	10.25.011.06.5210
1920	07/31/23	6 VOLT LANTERN BATTERY	13.68					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	IT LODGING	1,030.29					- M TRAINING TRAVEL	10.90.132.06.5210
1920	07/31/23	POST ITS AND EXPANDABLE	30.47					M GENERAL SUPPLIES	10.40.500.04.5001
1920	07/31/23	TIRE REPAIR	52.80					M VEHICLE MAINTENA	60.60.420.14.5541
1920	07/31/23	CONCRETE FOR HEARTLAND S	1,420.45					M STORM WATER MAIN	50.75.607.14.5663
1920	07/31/23	CREDIT VOUCHER SPORTSMAN	13.69CR					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	CREDIT VOUCHER SPORTSMAN	13.69CR					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	CENTRAL SQUARE CONFERENC	1,331.92					M TRAINING TRAVEL	10.90.132.06.5210
1920	07/31/23	9.04 CLOCKS FOR POOL DEC	9.04					M MAINTENANCE MATE	65.60.491.04.5009
1920	07/31/23	9.04 CLOCKS FOR POOL DEC	35.32					M SWIM TEAM	65.60.417.08.8124
1920	07/31/23	FIRE STATION SUPPLIES	41.94					M STATION SUPPLIES	10.50.301.04.5020
1920	07/31/23	HELLO SIGN	20.00					M MISCELLANEOUS FE	65.60.491.08.5399
1920	07/31/23	10 GAL COOLER	59.85					M MINOR EQUIPMENT	65.60.491.18.5601
1920	07/31/23	POP UP TENTS	109.99					M SWIM TEAM	65.60.417.08.8124
1920	07/31/23	34 TON OF 2IN GRAVEL FOR	852.80					M WATER PLANT MAIN	90.70.802.14.5534
1920	07/31/23	GARAGE DOOR	54.44					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	CELL PHONE CHARGERS AND	130.98					M MOBILE PHONES	10.90.132.12.5453
1920	07/31/23	CITY HALL WINDOW GEAR BO	445.00					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	PAINT FOR SHELTER #1 AT	112.70					M MAINTENANCE MATE	60.60.420.04.5009
1920	07/31/23	LOADER TRACKS	2,513.00					M TRAILS MAINTENAN	60.60.420.14.5578
1920	07/31/23	WHITE ROCK AND WEED BLOC	63.32					M MAINS & LINES MA	90.70.801.14.5532
1920	07/31/23	FIRE #625 WIPER BLADES	59.98					M VEHICLE SUPPLIES	10.50.311.04.5006
1920	07/31/23	CREDIT VOUCHER SPORTSMAN	13.69CR					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	CREDIT VOUCHER SPORTSMAN	13.69CR					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	CREDIT VOUCHER SPORTSMAN	13.69CR					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	CREDIT VOUCHER SPORTSMAN	13.69CR					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	SWIM TEAM	329.97					M SWIM TEAM	65.60.417.08.8124
1920	07/31/23	SAWZALL PURCHASED PER M.	132.18					M FACILITIES MAINT	10.70.221.14.5572
1920	07/31/23	RADIO REAPIAR SHIPMENT	21.00					M GENERAL SUPPLIES	10.50.300.04.5001
1920	07/31/23	JPA HOLSTERS	122.00					M NEIGHBORHOOD WTC	10.40.501.18.5602
1920	07/31/23	CREDIT VOUCHER SPORTSMAN	13.69CR					M MAINTENANCE SUPP	92.70.902.04.5009
1920	07/31/23	SPRAY BOTTLES FOR BLEACH	19.90					M MAINS & LINES MA	90.70.801.14.5532

ACS FINANCIAL SYSTEM
07/31/2023 15:43:59

Payments by Vendor

CITY OF LIBERTY, MO
GL540R-V08.19 PAGE 10

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1920	07/31/23	SPRAY BOTTLES FOR BLEACH	23.92				M MAINS & LINES MA	90.70.801.14.5532
1920	07/31/23	SPRAY BOTTLES FOR BLEACH	1.40				M BUILDING MAINTEN	90.70.801.14.5571
1920	07/31/23	JPA FIRST AID KIT	65.09				- M NEIGHBORHOOD WTC	10.40.501.18.5602
1920	07/31/23	SADDLE BOLTS	7.90				M MAINS & LINES MA	90.70.801.14.5532
			85,026.13				*CHECK TOTAL	
		VENDOR TOTAL	85,026.13					

ACS ACCOUNTS PAYABLE SYSTEM
08/02/2023 14:59:43

Payments by Vendor

CITY OF LIBERTY, MO
GL540R-V08.19 PAGE 1

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
EVERGY		008892						
1921	07/31/23	ELECTRIC SERVICE	1,294.72	042037	JULY		P - H ELECTRIC	10.20.051.12.5401
1921	07/31/23	ELECTRIC SERVICE	2,326.08	042037	JULY		P - H ELECTRIC	10.50.300.12.5401
1921	07/31/23	ELECTRIC SERVICE	7,728.27	042037	JULY		P - H ELECTRIC	10.70.221.12.5401
1921	07/31/23	ELECTRIC SERVICE	470.17	042037	JULY		P - H ELECTRIC	10.70.225.12.5401
1921	07/31/23	ELECTRIC SERVICE	62,842.48	042037	JULY		P - H ELECTRICITY-STRE	10.70.225.12.5405
1921	07/31/23	ELECTRIC SERVICE	1,552.60	042037	JULY		P - H ELECTRICITY-TRAF	10.70.225.12.5406
1921	07/31/23	ELECTRIC SERVICE	23.97	042037	JULY		P - H ELECTRIC	73.70.226.12.5401
1921	07/31/23	ELECTRIC SERVICE	1,325.95	042037	JULY		P - H ELECTRIC	60.60.420.12.5401
1921	07/31/23	ELECTRIC SERVICE	16,246.44	042037	JULY		P - H ELECTRIC	65.60.491.12.5401
1921	07/31/23	ELECTRIC SERVICE	7,921.78	042037	JULY		P - H ELECTRIC	90.70.802.12.5401
1921	07/31/23	ELECTRIC SERVICE	2,637.12	042037	JULY		P - H ELECTRIC	92.70.902.12.5401
			104,369.58				*CHECK TOTAL	
		VENDOR TOTAL	104,369.58					



**CITY COUNCIL
ACTION REPORT**
Meeting Date: August 14, 2023
A/R No.: 2023-574

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

**Subject: ORDINANCE APPROVING AN AGREEMENT WITH MID-AMERICA
REGIONAL COUNCIL PERTAINING TO GRANT FUNDING FOR SENIOR SERVICES
FOR THE FY 2023-2024 FOR AN AMOUNT NOT TO EXCEED \$125,826.00**

Summary:

- The total MARC grant revenue received in 2020 was \$57,229.20.
- The total MARC grant revenue received in 2021 was \$61,506.54.
- The total MARC grant revenue received in 2022 was \$94,941.29.
- The total MARC grant contract maximum funding for fiscal year 2023-24 is \$125,826.
- Silver Center gold status is determined by the number of evidence-based programs offered. The Liberty Silver Center has received gold status since MARC introduced the bronze, silver and gold designation.
- All MARC funding (Senior Center, Transportation, MOW delivery, MOW administration, MOW assessments and evidence-based programs) is based on usage and capped at the grant funded amounts.

Each year, MARC awards an operating contract outlining expectations and funding for transportation, senior center, Meals on Wheels and evidence-based programs. The table below summarizes the funding offered to the City of Liberty for the State FY 2023-2024 with generated revenues, anticipated City subsidies and anticipated grant funding from Clay County Senior Services:

Service	MARC Funding Cap 10.30.3103	Other Revenue	Clay County Senior Services (1) (2) (3) (10.30.3117)	City (3)	Total
Transportation (2.89/one-way trip – Silver Center transportation @ \$7,370 Max) And Delivery of Home Delivered Meals (\$2.31/meal delivered @ \$21,252 Max)	\$7,370 \$21,252	\$500.00 (coupon rides) (10.70.3651) MEHTAP Grant \$8,715.49 Received in 2022 (10.30.3133) KCATA/5310 Funds (replacement bus) \$60,806.00	\$190,014	\$0	\$288,657.49
Senior Center (Gold Standard)	\$33,000	NA	\$119,699.03	\$0	\$152,699.03
Community Services: Meals on Wheels Administration	\$51,704 Volunteer System	\$13,200.00 (MOW Board stipend for	NA	\$0	\$64,904

	(subsidized meals @ \$5.62/meal delivered)	administrative support) (10.70.3653)			
Community Services: Meals on Wheels Assessments (\$50/ Reassessment \$20/Telephone Reassessment)	\$2,500	NA	NA	\$0	\$2,500
Community Services: Evidenced Based Programs Disease-Prevention/Health Promotion (\$100/ Completer)	\$10,000 (Evidence Based Programs – 65.40.8227 Wellness Code)	NA	NA	\$0	\$10,000
Community Services: Programs	NA	\$3,000 Day Trips (10.70.3665)	NA	NA	\$3,000
Community Services (Administration & Operations not covered by outside funding)	NA	NA	NA	\$157,252.16 *Estimated	\$157,252.16
Totals	\$125,826	\$86,221.49	\$309,713.03	\$157,252.16	\$679,012.68
Total Estimated Outside Subsidy	\$521,760.52 76.8%			23.2%	100%

1. CCSS Transportation grant request for 2024 is \$190,014. No decision on award amount for 2024 at this time.
2. CCSS Silver Center grant request for 2024 is \$119,699.03. No decision on award amount for 2024 at this time.
3. If CCSS awards were based on 2023 funding (\$122,000 total), City funding for 2024 would be estimated at \$137,201.50.

Background:

Each year, the City of Liberty is awarded operating contracts by the Mid-America Regional Council (MARC) to support the Community Services Division, which includes transportation (described below), senior center administration, Meals on Wheels subsidized meals, Meals on Wheels assessments/reassessments and evidence-based health and wellness programming. All contracts are for the State FY 2023-2024.

Transportation

The transportation program provides free-of-charge-rides within the city limits of Liberty to the doctor, pharmacy, grocery store and Silver Center. Transportation is also provided for pick up/delivery of meals from Liberty Hospital for Meals on Wheels volunteer drivers. MARC has awarded Liberty the following:

State of Missouri FY 2023/24

Transportation Service	Not to Exceed Approved
MOW container pick up delivery (@ \$2.31 per subsidized meal)	\$21,252
Silver Center Transportation (@ \$2.89 per one-way ride)	\$7,370
Total	\$28,622

MARC contracts are reimbursed monthly based on actual use. The total 2024 operating budget for Liberty Access Bus is estimated to be \$288,657.49

Senior Center Administration

The amount allocated by MARC for senior center administration is based on the type of senior center the City provides. By definition, the Liberty Silver Center is a *community focal point*. MARC has implemented a reimbursement system determined by the number of evidenced-based programs provided. Gold status centers receive \$33,000 to help with administrative costs. The total 2024 operating budget for the Liberty Silver Center is estimated to be \$152,699.03.

MARC has awarded the Liberty Silver Center the following:

- FY 2023/2024 Senior Center Administration - \$33,000.00

Meals on Wheels Administration

Liberty Meals on Wheels, Inc. is a private, not-for-profit program. City Staff provide administrative support to the organization and administer the MARC grant for nutrition services throughout the City of Liberty. For individuals who cannot otherwise pay for their meal, MARC will pay \$5.62 per meal. The City of Liberty retains \$1.37 per meal to assist with administrative costs, and \$4.25 is paid to Liberty Hospital to offset costs of meal production and packaging. A monthly invoice is submitted to MARC for reimbursement. This grant fully subsidizes approximately 50 people per year. The Meals on Wheels Board provides additional funding for subsidized meals if MARC funding is depleted.

MARC has awarded Liberty the following:

- FY 2023/2024 Meals on Wheels Administration - \$5.62 per meal, not to exceed \$51,704
- FY 2023/2024 Meals on Wheels Assessments - \$50 per assessment completed, not to exceed \$2,500

Community Services | Evidence-Based Programs

MARC will reimburse up to 100 participants at \$100 per completed participant (including materials) for the following evidence-based programs: *Aging Mastery Program, A Matter of Balance, Enhance Fitness, Stepping On, and Walk with Ease*. The total for the grant period is \$10,000.

Staff requests City Council approve the State FY 2023-2024 agreements with Mid-America Regional Council for funding for these important senior services and programs.

Previous Action (if applicable):

For more than 35 years, the City of Liberty has received grant funding from the Mid-America Regional Council.

Policy/Committee Review:

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

Financial Considerations:

X	Budgeted:	Line Item:	Amount:
		Line Item:	Amount:
		Revenue Line (if applicable): 10.30.3103	Amount: \$115,826.00 Amount: \$ 10,000.00
		Revenue Line (if applicable): 65.40.8227	\$28,622.00 Transportation \$33,000.00 Senior Center \$51,704.00 Meals On Wheels \$10,000.00 Evidence-Based Programs
	Non-Budgeted	Line Item: Line Item:	Amount:

	Funding Source:	Amount:
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Attachments:

1. Ordinance - MARC Grant SFY 2023-2024
2. SFY 24 Aging Services contract award letter
3. Original Contract - Liberty, City of SFY 24 Center Srvs contract MARC Signed for Council Packet

Document No. _____

ORDINANCE NO. _____

**ORDINANCE APPROVING AN AGREEMENT WITH MID AMERICA REGIONAL COUNCIL
PERTAINING TO GRANT FUNDING FOR SENIOR SERVICES FOR THE FY2023-FY2024 IN
AN AMOUNT NOT TO EXCEED \$125,826.00**

WHEREAS, Mid-America Regional Council (MARC) and the City of Liberty are parties to a certain agreement dated July 1, 2022 through June 30, 2023; and

WHEREAS, Ordinance No. 11633 approving a Contract with the Mid-America Regional Council pertaining to Senior Services was approved on August 22, 2022; and,

WHEREAS, Ordinance No. 11757 amending ordinance No. 11633 was approved on April 10, 2023; and,

WHEREAS, MARC and the City of Liberty wish to enter into an agreement awarding the City of Liberty an operating contract by MARC to support senior center administration, site person transportation, home delivered meal delivery, home delivered meals administration of a volunteer system, evidence-based DPHP programs, and home delivered meal reassessments; and,

WHEREAS, the term of the agreement is dated July 1, 2023 through June 30, 2024 for an amount not to exceed \$125,826.00;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and the Mid-America Regional Council for the period of July 2023 through June 2024 as follows: \$33,000.00 for senior center administration, \$28,622 for transportation, \$54,204 for Meals on Wheels subsidized meals, and \$10,000.00 for Evidence Based Programs. A copy of said agreement is 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 Mayor to sign the agreement described in Section I of this ordinance.

SECTION III

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816-474-4240
816-421-7758 FAX
marcinfo@marc.org
www.marc.org



June 5, 2023

Lyndell W. Brenton, Mayor
City of Liberty (RE: Liberty Silver Center)
100 E. Kansas St.
Liberty, MO 64068

Dear Mr. Brenton:

This letter is to serve as official notification that the Mid-America Regional Council has renewed your agreement to provide services for the program year July 1, 2023 through June 20, 2024. The value of your contract will be:

City of Liberty – Liberty Silver Center, 1600 Withers Rd, Liberty, MO

Transportation services to and from the center, unit rate \$2.89/one-way trip	7,370
Delivery of home delivered meals, unit rate \$2.31	21,252
Home delivered meals administration of a volunteer system, \$5.62/meal	51,704
Evidence-based DPHP programs	10,000
Home delivered meals reassessments	2,500
Administration of the center	33,000
Total Value of Contract.....	\$125,826

Before any payment can be made for July services, the executed contract must be returned to MARC. You will be expected to appropriately update all required documents as specified in the RFP. No request for payment will be honored until all required documentation has been received.

If you have any questions, please contact Bethany Reyna of the MARC staff.

Sincerely,

Melody L. Etston for David Warm
David A. Warm
Executive Director

DAW:bh

cc: Hailey Kellerstrass
Curt Wenson

Chair
Carson Ross
Mayor
Blue Springs,
Missouri

1st Vice Chair
Janeé Hanzlick
Commissioner
Johnson County,
Kansas

2nd Vice Chair
Beto Lopez
Mayor Pro Tem
Lee's Summit,
Missouri

Treasurer
Damien Boley
Mayor
Smithville,
Missouri

Secretary
Holly Grummert
Councilmember
Overland Park,
Kansas

Executive Director
David A. Warm

AGREEMENT
Contract #10060-CoL24

This Agreement, entered into as of this First day of July, 2023, is by and between the City of Liberty, MO (hereinafter referred to as Contractor) and Mid-America Regional Council (hereinafter referred to as MARC), with offices located at 600 Broadway, Suite 200, Kansas City, Missouri, **WITNESSETH THAT:**

WHEREAS, MARC wishes to make available certain services to elderly residents within a service area hereafter described, and

WHEREAS, the Contractor warrants that it is capable of providing the services hereafter described, and

WHEREAS, the Contractor desires to assist MARC in this endeavor.

NOW THEREFORE, the parties hereto do agree as follows:

1. SCOPE OF SERVICES

Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by MARC, the services of Community Center Services, which includes the following components:

- (a) Community Center Services Administration
- (b) Site Transportation-Persons
- (c) Home Delivered Meal Delivery (Volunteer HDM Administration)
- (d) Evidence-Based Disease Prevention/Health Promotion Programs
- (e) Home Delivered Meals Assessments/Reassessments

The first four components are defined in “Program Requirements” of the MARC/Commission on Aging Policies and Procedures Manual, (hereinafter referred to as the Manual), including all revisions to the Manual, as it may be revised from time to time following the execution of this Agreement. The above-mentioned Program Requirements of the Manual are incorporated by reference hereto as if fully written out herein. Contractor agrees to abide by all applicable provisions of the Manual. Contractor agrees to abide by all applicable provisions of the Manual. Parts I and II of the Manual are located at the following web address:

https://www.marc.org/sites/default/files/2022-05/Aging_Adult_Services_Policy_and_Procedure_Manual.pdf

The fifth item, (e), is described in Exhibit C, Assessments/Reassessments Scope of Services, which is attached and incorporated herein. Contractor agrees to abide by all applicable provisions of the Manual. All services shall be carried out at the Liberty Silver Center, 1600 Withers Road, Liberty, Missouri, 64068.

2. TIME OF PERFORMANCE

- A. Term – Contractor shall begin performing the Services as of July 1, 2023 and shall work diligently to perform the various components of this agreement to the satisfaction of MARC, in accordance with the terms provided herein, by June 30, 2024.
- B. Extension of Term - The time frame for the provision of the services under this Agreement may be extended at MARC's sole discretion.

3. COMPENSATION

- A. Maximum Obligation – Contractor, as the federal subrecipient, and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:

- **Senior Center Administration -** **Not to exceed \$33,000**
Funded with Title IIIC1; CFDA #93.045
- **Home Delivered Meals Administration of Volunteer System) - \$5.62/meal delivered**
Funded with Title IIIC2; CFDA #93.045; & Nutrition Services Incentive Program (NSIP); CFDA #93.053 **Not to exceed \$51,704**
- **Delivery of Home Delivered Meals - \$2.31/meal delivered**
Funded with Title IIIC2; CFDA #93.045; & Social Services Block Grant, CFDA #93.667 **Not to exceed \$21,252**
- **Transportation Service for Participants to and from the Center - \$2.89 one-way trip**
Funded, in part, with Title IIIB; CFDA #93.044 & Social Services Block Grant, CFDA #93.667 **Not to exceed \$ 7,370**
- **Home Delivered Meals Reassessments – See Appendix C** **Not to exceed \$2,500**
Funded, in part, with Title IIIC2; CFDA #93.045
- **Evidence-based Disease Prevention/Health Promotion (DPHP) programs –** **Not to exceed \$10,000***
Funded with Title IIID, CFDA #93.043, &/or Title IIIE, & 93.052

*These services include the delivery of group-based disease prevention and health promotion courses. The courses are licensed by entities approved by the Administration for Community Living and/or the Missouri Department of Health and Senior Services, and are known to improve health and other outcomes among participants. Awards include the following compensation rates, specific to evidence-based programs:
Evidence-based PHP program facilitation at \$50-100/completer
Evidence-based PHP program training at \$500/Leader Training

Total Contractual Commitment: **Not to exceed \$125,826**

Contractor is responsible for a minimum of 25% of the total cost of this program, in the form of in-kind contributions.

For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.

Where appropriate, Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

B. Method and Time of Payment - Payment shall be made in the following manner:

Contractor shall submit monthly invoices, including appropriate documentation, to MARC, no later than the fifth working day following the end of each month. MARC shall reimburse Contractor within thirty (30) calendar days after the receipt of each invoice. Contractor shall maintain complete records of all costs incurred under this agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

4. CHANGES AND ADDITIONAL SERVICES

This Agreement constitutes the entire agreement between MARC and Contractor, and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement.

5. TERMINATION OF AGREEMENT FOR CAUSE

If the Contractor shall, in the opinion of MARC, fail to perform in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, MARC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. The date of notice shall be at least five (5) days before the effective date of such termination. Although Contractor will ordinarily be entitled to a notice of five days, MARC reserves the right to immediately terminate the Agreement and preclude the Contractor from performing any further services if MARC believes that the Contractor could cause harm to either MARC or to the recipients of Contractor's services by continuing to provide services during the five-day notice.

Notwithstanding the above, the Contractor shall not be relieved of liability to MARC by virtue of any breach of the Agreement by the Contractor, and MARC may withhold any payments to the Contractor for the purpose of setoff. See paragraph 6. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC

learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.

6. LIQUIDATED DAMAGES

In the event that Contractor or Subcontractor approved by MARC fails to perform as agreed in any respect, Contractor or Subcontractor shall be liable to MARC for any and all additional costs that may be incurred by MARC in securing another contractor to complete the performance, as liquidated damages and not as a penalty. The delivery of Senior Center programs will be impaired or halted in the event Contractor fails to perform. MARC may withhold any payments due to the Contractor for the purpose of setoff. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.

7. TERMINATION FOR CONVENIENCE OF MARC

- A. MARC reserves the right to terminate this Agreement at any time with or without cause by giving Contractor advance written notice of such termination.
- B. In the event of any such termination, the Contractor shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the Contractor under this Agreement.

8. PROJECT MANAGER

It is understood and agreed that Contractor shall name a Project Manager who will represent the Contractor in the performance of this Agreement and shall notify MARC of his/her identity within thirty (30) days of the beginning of the contract period. Any subsequent change shall be submitted to MARC within two (2) weeks of the change.

9. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items (work products) prepared under this Agreement shall vest in MARC upon payment to the Contractor for all Services rendered herein through the date of the expiration or termination of this Agreement. Contractor hereby assigns to MARC all rights, titles, and interest in any work products, including any copyrights or other intellectual property therein.

10. ASSIGNMENT

The Contractor's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. However, claims for money due to the Contractor from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to MARC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MARC.

11. INDEPENDENT CONTRACTOR

Contractor will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, Contractor shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from Contractor's activities under the terms of this Agreement.

12. PROHIBITED INTERESTS

No officer, member or employee of MARC, no member of MARC's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Kansas Legislature, the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

13. CONFLICTS OF INTEREST

- A. Contractor hereby certifies that the company and any personnel assigned to work for MARC under this Agreement are not involved in other community projects that would pose a conflict to the Contractor's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the Contractor agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.
- B. The Contractor covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

14. INSURANCE

- A. The Contractor shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the Contractor from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Contractor and its employees, agents, and

subcontractors in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies. The Contractor shall, upon request at any time, provide MARC with certificates of insurance.

- B. The Contractor shall also maintain professional liability insurance to protect the Contractor against the negligent acts, errors, or omissions of the Contractor and those for whom it is legally responsible, arising out of the performance of the Services under this Agreement.
- C. The Contractor's insurance coverages shall be for not less than the following limits of liability:
 - (i) Commercial General Liability: \$500,000.00 per claim up to \$2,000,000.00 per occurrence.
 - (ii) Automobile Liability: \$100,000.00 per claim up to \$2,000,000.00 per occurrence;
 - (iii) Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
 - (iv) Fidelity Bonding Coverage: At least Fifty Thousand Dollars (\$50,000.00) for all employees, volunteers, or governing body members who have fiscal responsibilities to protect against loss of federal and state funds or agency income. A minimum notification of cancellation of thirty (30) days must be sent to MARC.
 - (v) All appropriate policies shall name MARC as an additional insured.
- D. Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.
- E. As between Contractor and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement.

15. MONITORING, AUDITING AND REPORTING

Each contractor is required to submit to audit by MARC, by the state of Missouri or by the federal government and retain appropriate records and documentation for a five (5) year period following final payment of a contract year. Each contractor shall permit monitoring by MARC, its staff and/or appropriate representatives, and to comply with such reporting procedures as may be established by MARC. Each contractor shall ensure that all pertinent financial records shall be made available for copying upon request by MARC, the state or federal government, or their agents. If it is determined, through audit procedures, that a contractor has been reimbursed inappropriately, the contractor shall

immediately reimburse MARC the amount of ineligible funds.

- A. It is understood and agreed that the report procedures established by MARC will include identifying the actual costs incurred per unit of service, including both MARC costs and Contractor contributions.
- B. The Contractor agrees to provide MARC in a timely manner with statistical and other information that may be required to meet the planning and coordination requirements of the Older Americans Act, as amended.

16. NUTRITION SERVICES INCENTIVE PROGRAM (NSIP)

For the purposes of NSIP funds justification, Contractor shall maintain for a period of not less than five (5) years documentation verifying the amount of United States-produced foods used in the meals that are produced and delivered to MARC participants. Currently, MARC receives approximately \$.75 per meal served to age-eligible clients. It is up to Contractor to ensure that, for each meal served to MARC participants, at least \$.75 is used to purchase U.S.-produced foods.

17. GRIEVANCE POLICY

At the time a client has been approved and assigned, a written complaint procedure should be provided to the client by the Contractor. The grievance procedures and policy shall, at a minimum, meet the standard content prescribed in the MARC grievances policy contained in the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement.

18. CONTRIBUTIONS AND PROJECT INCOME

The Older Americans Act allows and encourages the collection of voluntary contributions from service recipients to offset the cost of the service delivered. No eligible client is to be denied a service because of an inability or unwillingness to contribute. Any project income collected by the contractor must be forwarded to MARC with the monthly report. Refer to Part II, Section 1 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time to time following the execution of this Agreement, for details.

19. FEDERAL AND STATE TERMS AND CONDITIONS

- A. This Agreement shall be subject to all applicable Federal Terms and Conditions provided in **Exhibit B** attached hereto and incorporated herein by reference.
- B. Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. All Contractors and sub-contractors with contract amounts

in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services (**Exhibit D**). Compliance with any such requirements is required under this Agreement and any subcontracts permitted hereunder. Contractor shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the Contractor's employees are lawfully present in the United States. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

- C. Section 34.600, RSMo, precludes MARC from entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification (**Exhibit E**) that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”
- D. **Exhibit F** (Certification Regarding Debarment and Suspension) and **Exhibit G** (Single Audit Certification) have been added, are attached and hereby incorporated into this agreement.

20. INDEMNIFICATION

Contractor expressly agrees to defend, indemnify, and hold and save harmless MARC, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to (i) a breach of this Agreement by Contractor, (ii) the Services provided under this Agreement by Contractor or arising from any act or omission of Contractor or of any employee or agent of Contractor; or (iii) infringement or misappropriation or allegation of infringement or misappropriation of any patent, copyright, trade secret, trademark or other proprietary right of any third party relating to any deliverable provided or service performed by Contractor.

21. CONFIDENTIALITY

- A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, the parties shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the parties that the other party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, or of which it is otherwise aware.
- B. The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other

information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.

- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.
- D. MARC is a public governmental body subject to the provisions of Missouri's Sunshine Law, Sections 610.010 through 610.030 RSMo. As such, MARC is required to allow citizens to inspect and copy District documents deemed to be "public records" under the law. Nothing herein shall prohibit MARC from satisfying a request to inspect and copy documents if legal counsel for MARC is of the opinion that such documents are "public records."

22. DEFAULT

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

23. GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then federal common law shall govern.

24. NOTICES

Any action by MARC under this Agreement may be taken by David Warm, Executive Director, or such other person as MARC may designate for such purpose by written notice to Contractor. All compensation and written notices to Contractor shall be considered to be properly given if mailed, delivered in person, emailed or transmitted by facsimile machine to:

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, e-mailed or transmitted by facsimile machine to:

Tonya Boston
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105-1659
E-mail Address: tboston@marc.org
FAX (816) 421-7758

25. ENTIRE AGREEMENT

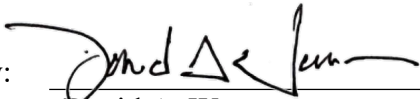
This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

**MID-AMERICA REGIONAL
COUNCIL**

CITY OF LIBERTY, MO

By: _____


David A. Warm
Executive Director

By: _____

Date: 07/18/2023

Date: _____

EXHIBIT A

Federal Awarding Agency: Department of Health and Human Services – Administration for Community Living (ACL)

Federal Award Name: Older Americans Act Title III

Part III-B: Supportive Services; CFDA #93.044; \$ 2,885
CFDA Title – Special Programs for the Aging Title III, Part B, Grants for Supportive Services and Senior Centers Federal Awards – 2301MOOASS

Part III-C1: Congregate Meals; CFDA #93.045 \$33,000
CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services Federal Awards – 2301MOOACM

Part III-C2: Home Delivered Meals; CFDA #93.045 \$15,807
CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services Federal Awards – 2301MOOHDM

Part III-D: Preventive Health; CFDA #93.043 \$ 9,250
CFDA Title – Special Programs for the Aging Title III, Part D, Disease Prevention and Health Promotion Services Federal Awards – 2301MOOAPH

Part III-E: National Family Caregiver Support Program; CFDA #93.052 \$ 750
CFDA Title: National Family Caregiver Support Title III, Part E Federal Awards – 2301MOOAFB

Federal Award Name: Older Americans Act Section 311 - Nutrition

Nutrition Services Incentive Program: CFDA #93.053 \$ 5,098
CFDA Title – Nutrition Incentive Program Federal Awards – 2301MOOANS

Other HHS-Funded Programs:

Federal Agency Name: Department of Health and Human Services/ Administration for Children and Families (ACF)

Federal Award Name: Social Services Block Grant

Social Services Block Grant: CFDA #93.667 \$ 7,749
CFDA Title – Social Services Block Grant

Total Amount of Federal Awards Obligated by this Action: tba

Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement: **\$74,539**

Exhibit B

Federal Terms and Conditions

1) NONDISCRIMINATION (49 CFR Part 21): During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A. Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Commerce, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.

B. Contractor, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of Contractors, including procurement of materials and leases of equipment. Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.

C. In all solicitations, whether by competitive bidding or negotiation, made by the Contractor for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.

D. The Contractor shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the Contractor shall so certify to MARC, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose such contract sanctions as it may determine to be

appropriate, including, but not limited to: (i) Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. The Contractor shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as MARC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

2) AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, Contractor shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.

3. AFFIRMATIVE ACTION IN EMPLOYMENT: The Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. The Contractor will include the provisions of Paragraphs A through E above in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

4. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4(b)): During the performance of this Agreement, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by MARC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in

every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as MARC may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event the Subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

5. PROHIBITION AGAINST SUBSTANCE ABUSE: The Contractor shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

6. LOBBYING: The Contractor hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the Contractor, to any person to influence an officer or employee of any federal agency or federal elected official. The Contractor will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.

7. COPELAND "ANTI-KICKBACK" ACT: All contracts and subgrants for construction or repair will include provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3).

8. DAVIS-BACON ACT: All construction endeavors of the AAA in excess of \$2,000 will include provision for compliance with the Davis-Bacon Act (40 U.S.C.

9. CONTRACT WORK HOURS AND SAFETY

STANDARDS ACT: All construction endeavors of the AAA in excess of \$2,000, and in excess of \$2,500 for other contracts involving employment of mechanics or laborers, will include provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR part 5).

10. CLEAN AIR ACT/CLEAN WATER ACT/EPA

REGULATIONS: Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, under section 306 (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (42 U.S.C. 1368), Executive Order 11738, and

Environmental Protection Agency regulations (40 CFR Part 15).

11. WINDSOR V. UNITED STATES: Contractor will comply with the requirement to provide services to married same-sex couples.

12. EMPLOYEE WHISTLEBLOWER PROTECTIONS:

Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

13. TARGET POPULATION: (OAA Section 306

(a)(4)(A)(i)(I)) Contractor shall target its services to low-income minority individuals, older rural individuals, and older individuals with limited English proficiency. Persons aged 60 or over who are frail, homebound by reason of illness or incapacitation disability, or otherwise isolated, shall be given priority in the delivery of services. (45 CFR 1321.69(a)).

14. BOSTOCK v CLAYTON COUNTY: Contractor shall ensure employees are protected against discrimination because of their sexual orientation or gender identity.

EXHIBIT C

Assessments/Reassessments Scope of Services

The Mid-America Regional Council Department of Aging and Adult Services works to improve the health and quality of life of older adults in the Kansas City Region. This department of MARC is also a designated Area Agency on Aging for Cass, Clay, Jackson, Platte, and Ray counties in Missouri.

For a variety of programs, consumers who interact with MARC require in-home and electronic assessment to evaluate needs, identify risk factors, and meet state and federal reporting requirements.

The Contractor will serve as an Assessor for MARC, assisting in administering surveys, measurement instruments, and other data collection methods. At times, scoring and interpretation of scientifically valid measurement instruments will be necessary. For some assessments, the development of a care plan and authorization of service units, according to MARC, state, and federal guidelines will be necessary. Flexibility in the Assessor role is emphasized so that the needs of MARC, the consumer, and Assessor can be met.

The Contractor will work closely with MARC and community-based organizations that focus on providing care and services to older adults and individuals with disabilities. The Contractor will support assessment from initial referral through data entry into electronic and online systems. The Consultant will report directly to MARC's Integrated Care Manager.

Key Responsibilities:

1. Complete and maintain training requirements of MARC and the state of Missouri.
2. Respond to requests by MARC to carry out pre-determined assessments for various programs and services.
3. Complete and file assessment and care management paperwork as requested by MARC.
4. Conduct the majority of assessments in the consumer's home.
5. Input gathered data into various computer and software systems. (Assessor must have access to a computer with internet capability.)
6. Provide timely reports on activities and document all interactions with consumers.

Background Check

Contractors are required to pass a background check initiated by MARC and may be subject to monthly Office of Inspector General and other checks to maintain compliance with State, Federal, and payer requirements.

Mandatory Reporting

The Contractor, and/or staff and volunteers shall be familiar with and shall be able to recognize situations of possible abuse, neglect, exploitation, or likelihood of serious physical harm involving older persons. Conditions or circumstances which place the older person or the household in likelihood of serious physical harm shall be immediately reported to the division's older adult abuse hotline (1-800- 392-0210). Likelihood of serious physical harm definition (Chapter 7-Service Standards: 19 CSR 15-7.010(8), dated 5/31/2020): one (1) or more of the following: (A) A substantial risk that physical harm to an adult will occur because of failure or inability to provide for essential human needs as evidenced by acts or behavior which have caused harm, or which give another person probable cause to believe that the adult will sustain harm; (B) A substantial risk that physical harm will be inflicted by an eligible adult upon him/herself, as evidenced by recent credible threats, acts or behavior which have caused harm or which places another person in reasonable fear that the eligible adult will sustain harm; (C) A substantial risk that physical harm will be inflicted by an eligible adult upon another as evidenced by recent acts or behavior which has caused harm or

which gives another person probable cause to believe the eligible adult will sustain harm; or (D) A substantial risk that further physical harm will occur to an eligible adult who has suffered physical injury, neglect, sexual or emotional abuse or other maltreatment or wasting of his/her financial resources by another person .

COMPENSATION:

The MARC Aging and Adult Services Assessor will be compensated based upon the following schedule:

In-Person HDM Assessment/Re-Assessments This is valid from July 1, 2023 – August 31, 2023	\$50/assessment
Telephonic HDM Assessment/Re-Assessments This is valid from July 1, 2023 – August 31, 2023	\$30/assessment
In-Person HDM Assessment/Re-Assessments Effective September 1, 2023	\$65/In-Person assessment
Telephonic HDM Assessment/Re-Assessments Will no longer be available effective September 1, 2023	N/A Effective 9/1/2023



CITY COUNCIL ACTION REPORT

Meeting Date: August 14, 2023

A/R No.: 2023-610

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: ORDINANCE AUTHORIZING RE-ESTABLISHMENT OF A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS AND EMPLOYEES

Summary:

- Ordinance authorizing re-establishment of a procedure to disclose potential conflicts of interest and substantial interests.
- The State of Missouri allows political subdivisions with annual operating budgets greater than one million dollars to adopt their own financial disclosure regulations.
- This ordinance must be re-adopted every other year by September 15th in order to remain in effect.
- The city's ordinance requires the mayor, council members and city administrator to disclose personal and business entity transactions with the City over five hundred dollars.

Background:

The State of Missouri allows political subdivisions with annual operating budgets greater than one million dollars to adopt their own financial disclosure regulations. This ordinance must be re-adopted every other year by September 15th in order to remain in effect. The certified ordinance is filed with the Missouri Ethics Commission, the same agency with which annual personal financial disclosure statements are filed.

Since 1991, the City has adopted language as first proposed by the city attorney, with the minimum requirements dictated by 105.485.4 RSMo. The City's ordinance requires the mayor, council members and city administrator to disclose personal and business entity transactions with the City over five hundred dollars. (This does not include salary and reimbursement for expenses incurred while conducting City business.) The city administrator is considered chief administrative and purchasing officer of the City and, as such, provides additional financial information in more detail.

Without its own regulations regarding financial disclosure and conflict of interest, the City follows the state's requirements. Unless the City retains an ordinance, in addition to the mayor, council members and city administrator, all elected officials (including honorary positions), candidates for City elective office, and all other City officials or employees who are authorized to make or vote on adoption of rules and regulations with the force of law (including members of City boards and commissions) would be required to file personal financial disclosure statements. The "long" form, which requests the most information, is completed by all individuals associated with a political subdivision not operating under an established ordinance.

Previous Action (if applicable):

The City's ordinance was last adopted by City Council on August 9, 2021.

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ordinance Authorizing Re-Establishment of the Conflicts of Interest Procedure

DOCUMENT NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING RE-ESTABLISHMENT OF
A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST
AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL
OFFICIALS AND EMPLOYEES

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

SECTION I

The City Council hereby re-establishes a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials and employees.

SECTION II
DECLARATION OF POLICY

The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of their private financial or other interest in matters affecting the City.

SECTION III
CONFLICTS OF INTEREST

The Mayor or any member of the City Council who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the City Council the nature of his or her interest and shall disqualify himself or herself from voting on any matters relating to this interest.

SECTION IV
DISCLOSURE REPORTS

Each elected official, the chief administrative officer, the chief purchasing officer, the general counsel (if employed full-time) and each elected official or employee of the City (if any) who is authorized by the City Council 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, shall disclose the following information in writing by May 1st of each calendar year if, and only if, any such transactions were engaged in during the previous calendar year:

ORDINANCE NO. _____ (CONT.)

- A. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the City, other than compensation received as an employee or payment of any tax, fee or penalty due to the City, and other than transfers for no consideration by such person to the City; and
- B. The date and the identities of the parties to each transaction known to such person with total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the City, other than payment of any tax, fee or penalty due to the City, transactions involving payment for providing utility service to the City, and other than transfers for no consideration by such person to the City.
- C. The chief administrative officer and the chief purchasing officer also shall disclose in writing by May 1st of each calendar year for the previous calendar year the following information:
 - 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the disclosure report;
 - 2. The name and address of each sole proprietorship that he or she owned; the name, address and the general nature of the business conducted by each general partnership and joint venture in which he or she was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint ventures with the secretary of state; the name, address and general nature of the business conducted by any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests; and
 - 3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

ORDINANCE NO. _____ (CONT.)

SECTION V
FILING OF DISCLOSURE REPORTS

The disclosure reports, containing the foregoing information, shall be filed with the City Clerk and also with the Missouri Ethics Commission. The disclosure reports shall be made available for public inspection and copying by the City Clerk during normal business hours.

SECTION VI
WHEN FILED

The disclosure reports shall be filed at the following times, but no person is required to file more than one disclosure report in any calendar year:

- A. Each person appointed to office shall file the disclosure report within thirty days of such appointment or employment;
- B. Every other person required to file a disclosure report shall file the report annually not later than May 1 and the report shall cover the calendar year ending the immediately preceding December 31, provided that any member of the City Council may supplement the disclosure report to report additional interests acquired after December 31 of the covered year until the date of filing of the disclosure report.

SECTION VII
FILING OF ORDINANCE

The City Clerk shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

SECTION VIII
EFFECTIVE DATE

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ORDINANCE NO. _____ (CONT.)

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

901 SOUTH 291 COMMUNITY IMPROVEMENT DISTRICT

Resolution 2023 - 02

RESOLUTION NOMINATING SUCCESSOR DIRECTORS FOR CONSIDERATION BY THE MAYOR AND BOARD OF ALDERMEN

WHEREAS, having provided notice of a meeting of the Board of Directors of the 901 South 291 Community Improvement District (the “District”) in accordance with Section 610.020 of the Revised Statutes of Missouri, the Directors met on July 19, 2023; and

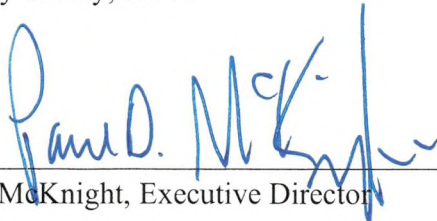
WHEREAS FURTHER, in order to correct an erroneous change to the District Directors’ term of office reference to February 15 in the 2017 nominating resolution, the term of office of these nominations shall terminate August 11th to realign term dates with the prior term dates all in conformance with the formation date of the District. Such action is authorized by the Petition language which provides for Director appointment until expiration of term or until their respective successors are appointed; and

WHEREAS, pursuant to the provisions of the approved Petition for the Creation of the District, the Board of Directors of the District desire to forward to the Mayor for appointment, with consent of the Board of Aldermen, nominations for successor Directors as set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby nominate the following Directors for their respective 3-year terms, to serve until their successors are appointed.

Paul McKnight	02/15/2023 – 08/11/2026
Marci Swartz	02/15/2023 – 08/11/2026
Bill Zornes	02/15/2023 – 08/11/2026

PASSED by the Board of Directors on this 19th day of July, 2023.



Paul McKnight, Executive Director



CITY COUNCIL ACTION REPORT

Meeting Date: August 14, 2023

A/R No.: 2023-615

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: RESOLUTION ACCEPTING GRANT FUNDING FROM THE KANSAS CITY AREA TRANSPORTATION AUTHORITY FOR THE PURCHASE OF A 12 PASSENGER BUS FOR THE LIBERTY PARKS AND RECREATION DEPARTMENT LIBERTY ACCESS TRANSPORTATION PROGRAM

Summary:

- In July 2022, staff applied for a 2022 Kansas City Area Transportation (KCATA) grant to replace the oldest (2013) bus in the Liberty Access bus fleet. If awarded, the grant provides 80% of the funding for the requested project.
- In July 2023, as a part of the annual Clay County Senior Services (CCSS) grant application process for the Community Services Division, staff included a request for 20% of the funding to replace the oldest (2013) bus in the Liberty Access bus fleet. (CCSS provided the 20% match in 2023 for the 2020 KCATA grant to replace the 2010 bus.)
- In July 2023, the KCATA grant was approved for \$60,806.00.
- In July 2023, the CCSS funding request was approved for a \$15,000.00 (20%) match for the new bus.

Background:

Since staff had previously applied for and received grant funding for a new bus using KCATA and CCSS funding, staff was aware of an opportunity to again apply for a KCATA grant to replace the 2013 bus in our Liberty Access bus fleet; the application deadline was July 2022. Staff requested funding for a new 12 passenger bus to replace a 2013 model year bus. To prepare for the grant, staff relied on guidance from KCATA Grants Specialist, Margaret Brown, for their total funding request number.

On July 5, 2023, staff received approval notification from KCATA in the amount of \$60,806.00 (80% of total project cost) for the purchase of a new bus.

On July 16, 2023, staff requested a 20% match (\$15,201.50) plus \$1,500.00 (for logo/decals) from CCSS. On July 24, 2023, staff received approval notification from CCSS in the amount of \$15,000.00.

With KCATA funding of \$60,806.00 and CCSS funding of \$15,000.00, the remaining costs of \$1,701.50 for the new bus purchase (plus logo/decals) will be funded by the City of Liberty and has been included in the 2024 budget.

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: 10.30.3122	Amount: \$60,806.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. KCATA Resolution - KCATA Grant Funding - Bus Purchase 2023
2. KCATA Sub-Award Grant Agreement For Signatures

RESOLUTION NO. _____

RESOLUTION ACCEPTING GRANT FUNDING FROM THE KANSAS CITY AREA
TRANSPORTATION AUTHORITY FOR THE PURCHASE OF A 12 PASSENGER BUS
FOR THE LIBERTY PARKS AND RECREATION DEPARTMENT
LIBERTY ACCESS TRANSPORTATION PROGRAM

WHEREAS, over the years, the City of Liberty has periodically utilized KCATA funding for the purchase of buses for the Liberty Parks and Recreation Department Liberty Access transportation program; and

WHEREAS, the Liberty Parks and Recreation Department Liberty Access Transportation Program has provided bus transportation to the citizens of Liberty ages 60+ and the disabled citizens of Liberty ages 18+ for more than 35 years; and

WHEREAS, the 2013, 20 passenger bus has nearly 81,000 miles and is in need of replacement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that the City hereby accepts the grant funding from the Kansas City Area Transportation Authority (KCATA) in the amount of \$60,806.00 for the purchase of a bus for the Liberty Parks and Recreation Department Transportation program.

PASSED by Council this _____ day of _____, 2023.

MAYOR

DEPUTY CITY CLERK

KANSAS CITY AREA TRANSPORTATION AUTHORITY

SUB-AWARD GRANT AGREEMENT

(1) Pass- Through Entity	(2) SUB-AWARDEE
Kansas City Area Transportation Authority	City of Liberty, Missouri
(3) Federal Awarding Agency	(4) Sub-Awardee's Project Number
Federal Transit Administration	MO-2023-015-00
(5) CFDA Program Number & Name	(6) Federal Award Identification Number (FAIN)
20.513 Enhanced Mobility of Seniors and Individuals with Disabilities Program	MO-2023-015-00
(7) Federal Award Authorization Date	(8) SUB-AWARDEE's UEI Number
06/23/2023	ERLAFDN1KNL1
(9) Research & Development Subaward	(10) SUB-AWARDEE's Indirect Cost Rate
Not R & D Subaward	This subaward does not include indirect cost rate.
(11) Subaward Period of Performance	
December 31, 2025	
(12) Federal \$ Obligated by this Action by KCATA to the SUB-AWARDEE	
\$60,806	
(13) Total Federal \$ Obligated to the SUB-AWARDEE by KCATA, Including Current Obligation	
\$60,806	
(14) Total Federal Award \$ Committed to the SUB-AWARDEE by KCATA, Including Current Obligation	
\$60,806	
(15) Federal Subaward Project Description: Purchase One (1) Bus for City Mobility Services	

**SUB-AWARD AGREEMENT
BETWEEN**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
and
City of Liberty, Missouri**

FOR

Enhanced Mobility of Seniors and Individuals with Disabilities Program

PURCHASE ONE (1) BUS FOR CITY MOBILITY SERVICES

CFDA 20.513

THIS SUBAWARD AGREEMENT (hereafter “AGREEMENT”) is made by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereafter “KCATA”), a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and **City of Liberty, Missouri** (hereafter “SUB-AWARDEE”) with offices at 1600 S Withers Road, Liberty, MO 64068.

WITNESSETH:

WHEREAS, the KCATA, the designated recipient of Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program (hereafter “Enhanced Mobility”), and the SUB-AWARDEE, pursuant to the provisions of the Fixing America’s Surface Transportation Act (hereafter “FAST Act”), the [Bipartisan Infrastructure Law](#) and FTA's public transportation assistance program authorization provided by federal transit law and Chapter 53 of Title 49, U.S. Code, any amendments thereto, are authorized to enter into this AGREEMENT pertaining to federal funding committed for Enhanced Mobility funding under the jurisdiction of the KCATA; and

WHEREAS, KCATA is the primary recipient of funding under Federal Transit Administration (hereafter “FTA”) Project MO-2023-015-00, and the responsible entity for the disbursement of federal project funding; and

WHEREAS, the SUB-AWARDEE’s project, **PURCHASE ONE (1) BUS FOR CITY MOBILITY SERVICES** (hereafter “PROJECT”) was selected through a Competitive Selection Process consistent with the region’s Coordinated Public Transit-Human Service Plan:

WHEREAS, the KCATA has awarded a grant using funds available under Section 5310 to the SUB-AWARDEE with the understanding that transportation equipment purchased under this AGREEMENT will be used for the purposes of the project detailed below and included in the FTA grant MO-2023-015-00.

<u>Description of Project</u>	<u>Federal Award Amount</u>
Purchase One (1) Bus for City Mobility Services	\$60,806

PERIOD OF PERFORMANCE: December 31, 2025

NOW, THEREFORE, in consideration of these mutual covenants and promises herein set forth, the KCATA and the SUB-AWARDEE agree as follows:

1. **PURPOSE AND SOURCE OF FUNDS:** The purpose of this AGREEMENT is to assist the SUB-AWARDEE in securing equipment to provide transportation to elderly individuals and individuals with disabilities.
 - (a) KCATA will make a grant from available federal funds in an amount not to exceed \$60,806 of the actual equipment costs in a manner consistent with the administrative rules of the United States Department of Transportation as contained in the Federal Transit Administration Circular 9070.1G dated June 6, 2014, and any other regulations issued pursuant to the Federal Transit Act, as amended.
 - (b) The SUB-AWARDEE will provide funds in an amount of no less than fifteen percent (15%) of the actual equipment costs.
 - (c) The SUB-AWARDEE's local share will originate from sources other than Department of Transportation (DOT) Federal funds.
2. **EFFECTIVE DATE:** This AGREEMENT is effective as of the last date affixed below by the signatory KCATA and the SUB-AWARDEE. This AGREEMENT shall remain in effect until the Section 5310 funds are no longer available, unless terminated or otherwise modified in an Amendment.
3. **PERIOD OF PERFORMANCE:** The project period shall be from the date upon which this AGREEMENT is executed until the equipment purchased under this AGREEMENT is disposed in accordance with Paragraph 6 of this AGREEMENT.
4. The SUB-AWARDEE shall proceed with implementation of the PROJECT, as detailed in KCATA's grant application, MO-2023-015-00. The SUB-AWARDEE shall at all times comply with all applicable FTA requirements and guidelines as outlined in Appendix A of this AGREEMENT. In the event of any noncompliance with FTA requirements and guidelines that create an obligation to repay grant funds to the FTA, it will be the SUB-AWARDEE's obligation to make such repayment, and the SUB-AWARDEE will indemnify KCATA against and hold harmless from any obligation or liability with respect to such repayment.
5. **PURCHASE OF PROJECT EQUIPMENT:** The purchase of all project equipment financed in whole or in part under this AGREEMENT shall be undertaken by the

KCATA in accordance with the procedures established by FTA, except where written authorization for local procurement is granted by the KCATA.

6. DISPOSITION OF EQUIPMENT – All equipment purchased under this AGREEMENT will be disposed of in accordance with the FTA's requirements outlined in FTA's Circular 9070.1G, dated June 6, 2014, Page VI-3.
7. SECURITY – The SUB-AWARDEE will hold title to any vehicle(s) purchased as part of this project, with the KCATA, if applicable, shown as the first lien holder on each. Any and all fees required to be paid to secure and maintain said lien shall be paid by the SUB-AWARDEE.
8. NO WARRANTY:
 - (A) If the KCATA procures equipment on behalf of the SUB-AWARDEE, the KCATA makes no warranties, express or implied, to the SUB-AWARDEE with respect to such equipment, including, but not limited to, any warranty of merchantability of fitness for a particular purpose. The SUB-AWARDEE's acceptance or use of the equipment constitutes the SUB-AWARDEE's acknowledgement that the equipment is in working condition at that time.
 - (B) The SUB-AWARDEE shall defend, indemnify and hold harmless the KCATA, including its members and department employees, from any claim or liability based on a claim for damages to real property or to a person for any matter relating to or arising out of the KCATA's procurement of equipment on behalf of the SUB-AWARDEE under this AGREEMENT.
9. USE OF PROJECT EQUIPMENT: The SUB-AWARDEE agrees that the project equipment shall be used exclusively for provision of the elderly and/or disability transportation service during the useful life of the equipment and for no other reason or purpose whatsoever. Vehicles acquired under the project must be maintained in accordance with Chapter 53 (5310) of the Title 49, United States Code). Determination of the end of a vehicle's useful life will be made by the KCATA based on mileage and other factors.

The SUB-AWARDEE shall keep satisfactory records with regard to the use of equipment and submit to the KCATA upon request, such information as is required in order to assure compliance with this section. The KCATA and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this section.

10. **MOTOR VEHICLE SAFETY AND POLLUTION:** All motor vehicles purchased pursuant to this AGREEMENT will comply with the Motor Vehicle Safety Standards as established by the USDOT.
11. **REIMBURSEMENTS** – If applicable, the KCATA shall reimburse the SUB-AWARDEE for eligible costs of implementing said PROJECT at the participation rate and subject to the funding ceiling delineated above. The SUB-AWARDEE shall submit reimbursement requests to KCATA no more frequently than monthly. All costs to be reimbursed under this AGREEMENT shall be supported by sufficient documentation evidencing that those costs were specifically incurred and paid. Documentation shall clearly indicate that the SUB-AWARDEE has provided its minimum required local match of funding. All documentation of reimbursable costs and local match shall be clearly identified and readily accessible.
12. **FINANCIAL AND PERFORMANCE REPORTING:** The SUB-AWARDEE agrees to supply quarterly reports required by KCATA, utilizing report forms supplied or approved by the KCATA. Quarterly Reports shall be submitted by the 15th of the month following calendar quarters ending in December, March, June and September. These reports include: Program Performance Report – reporting applicable program performance measures and Vehicle Activity Report.
13. **CERTIFICATE OF EQUIVLALENT SERVICE** – The SUB-AWARDEE agrees to provide this certification at the beginning of each calendar year if the equipment purchased is non-ADA accessible and the SUB-AWARDEE’S system *in its entirety* is ADA accessible.
14. The SUB-AWARDEE binds themselves, their successors, assignees, executors and administrators in respect to all covenants of this AGREEMENT. The SUB-AWARDEE shall not sign, sublet or transfer their interest in this AGREEMENT or equipment without the written consent of KCATA.
15. This AGREEMENT represents the entire and integrated AGREEMENT between parties and supersedes all prior negotiations, representations, or AGREEMENTs, either written or oral. This AGREEMENT may be amended only by written instrument signed by all parties.
16. KCATA’s grant application, MO-2023-015-00, and Master AGREEMENT documents (links to the documents hereto attached), and all applicable Federal, State and Local statutes and regulations are incorporated into this AGREEMENT by this reference and are binding upon the SUB-AWARDEE.

The FTA has issued a guidance circular for the Enhanced Mobility program, FTA Circular 9070.1G. This circular is available on the FTA website at:

Chapter eight of the circular summarizes applicable FTA and other Federal requirements.

17. TERMINATION: This AGREEMENT may be terminated upon any of the following conditions:

(A) If, for any cause, the SUB-AWARDEE shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the SUB-AWARDEE shall violate any of the covenants, AGREEMENTs, or stipulations contained herein, the KCATA shall have the right to terminate this AGREEMENT if such default or violation is not corrected within twenty (20) days after written notice is sent to the SUB-AWARDEE describing such default or violation.

(B) The KCATA may terminate this AGREEMENT without recourse in the event that, for any reason, federal funds and/or state funds are not appropriated, allotted, or available to the KCATA for the purpose of meeting the KCATA's obligation hereunder.

(C) Noncompliance: If a recipient fails to comply with the terms and conditions of the federal award, KCATA may terminate the award in whole or in part. If the noncompliance can be corrected, KCATA may first attempt to direct the recipient to correct the non-compliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, KCATA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 CFR 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 CFR 200.341-20.342 as well as the requirements of 2 CFR 200.340.

The KCATA will provide written notice of such termination to the SUB-AWARDEE at least five (5) days prior to the effective date of termination.

(D) Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.

18. This subaward is not for research or development.

19. This subaward does not include indirect cost.

All reports and submissions from the SUB-AWARDEE concerning this AGREEMENT shall be sent to:

Tracey Logan, Grants Manager
KCATA
1200 E 18th Street
Kansas City, MO 64108

Communications regarding this AGREEMENT shall be exchanged with Tracey Logan,
(816) 346-0225 or via email tlogan@kcata.org.

The following Appendices and enclosures are attached hereto as part of this AGREEMENT. This AGREEMENT and any amendments issued hereafter constitute the entire AGREEMENT between the KCATA and the SUB-AWARDEE.

Appendix A - Contract Conditions/Federal Requirements
Appendix B - MO-2023-015-00 Grant AGREEMENT
Appendix C - Master AGREEMENT Link

Enclosures: Equal Employment Opportunity
Disadvantaged Business Enterprise
Civil Rights Compliance
Annual Audit Certification
Drug and Alcohol Certification
Local Match Certification

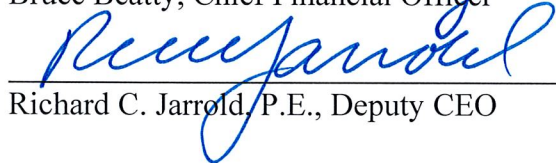
IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

Kansas City Area Transportation Authority



Bruce Beatty, Chief Financial Officer

Date: 7/5/23



Richard C. Jarrold, P.E., Deputy CEO

Date: 7/6/23

SUB-AWARDEE Authorized Official

Date: _____



CITY COUNCIL ACTION REPORT

Meeting Date: August 14, 2023

A/R No.: 2023-617

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE APPROVING A CONTRACT WITH HEARTLAND TRAFFIC SERVICES, INC. FOR CITY OF LIBERTY PROJECT 23-011 2023 PAVEMENT MARKINGS

Summary:

- Approve a contract not to exceed \$75,005.10 with Heartland Traffic Services, Inc. for pavement centerline and edge line striping of existing roadways.
- Re-striping of existing faded pedestrian crosswalks at various locations.
- Replacing turn arrows and pavement markings at intersections.

Background:

City staff advertised a bid for striping services (pavement marking) on 07/12/2023 and received bids on 08/02/2023. There was one bid received from Heartland Traffic Services for \$75,005.10. The City's internal estimate was \$81,066.00.

The project will provide marking improvements to locations with faded street markings. Heartland Traffic Services is a known provider for pavement markings within the Kansas City Metro Area. Previous premiere marking companies within the area were Twin Traffic Marking, K&G Stripping, and Traffic Zone Services, and they have all been consolidated under Heartland Traffic Services. Heartland Traffic Services performed the 2022 Striping Project and has served as the sub-contractor for striping associated with the 2022 and 2023 Overlay Projects.

The roadways that have been identified for this project are as follows:

- Stewart Rd from City Limits to De Palma
- Holt Dr from S. Withers Rd. to Birmingham Rd.
- B-Hwy from H-Hwy to Rt 69
- H-Hwy from B-Hwy to City Limits
- S. Wales from Withers Rd. to Liberty Dr.
- Lightburne, the intersection at Shepherd
- Old 210 at the intersection at 291
- Richfield Rd. from La Frenz to Raines Rd.
- Birmingham Railroad Crossing
- Multiple Cross Walks running parallel to S. Wales

The product used consists of water-based paint and MMA, depending on site location and usage.

This report and subsequent Ordinance requests approval of a contract with Heartland Traffic Services in the amount of \$75,005.10 with authorization to spend up to \$82,506.00. The amount above the contract includes the contract amount and the addition of a 10% contingency. Funds requested above the contract amount are requested for the following reasons:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in the bid quantities.
- A 10% contingency allows for flexibility in the event of a required unforeseen change order.

The Citizens Sales Tax Oversight Committee is scheduled to review this project at the August 10, 2023 meeting.

Staff recommends approval of a contract with Heartland Traffic Services in the amount of \$75,005.10 with authorization to spend up to \$82,506.00.

Previous Action (if applicable):

NA

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Scheduled 08/10/2023
Public Safety Sales Tax Oversight Committee	Completed/Recommended: NA
Budget Committee	Completed/Recommended: NA
Other:	Completed/Recommended: NA

Financial Considerations:

Budgeted:	Line Item: 50.75.604.36.7515	Amount: \$82,506.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. ORD Heartland Traffic Services Pavement Markings
2. 2023 Pavement Marking Contract_Signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH HEARTLAND TRAFFIC SERVICES,
INC. FOR CITY OF LIBERTY PROJECT 23-011 2023 PAVEMENT MARKINGS

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Heartland Traffic Services Inc. for City of Liberty Project 23-011 2023 Pavement Marking with a bid amount of SEVENTY-FIVE THOUSAND FIVE AND 10/100 DOLLARS (\$75,005.10), with authorization to spend up to EIGHTY-TWO THOUSAND FIVE HUNDRED SIX AND 00/100 DOLLARS (\$82,506.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

The City of



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2023 Pavement Marking

Project No. 23-011

City of Liberty

101 East Kansas Street
Liberty, MO 64068
816-439-4500

CONTRACT FOR SERVICES

This agreement is made and entered into this _____ day of _____, 2022, by and between the **Mayor, City Council, and the Citizens of the City of Liberty, a Municipal Corporation** within Clay County, Missouri, hereinafter referred to as CITY, and **Heartland Traffic Services, Inc.**, hereafter referred to as CONTRACTOR, as follows:

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

CITY agrees to pay CONTRACTOR for services performed a sum not to exceed **\$ 75,005.10**, payable in full within 30 days of completion of all work specified in the project description.

CONTRACTOR agrees to perform all work between the dates of **September 1, 2023 and November 1, 2023**. CONTRACTOR agrees to Liquidated Damages as defined within Exhibit A for failure to complete the project by the above stipulated project end date. CONTRACTOR shall be allowed to begin work upon Notice to Proceed which shall be issued no later than the above stipulated project start date.

CONTRACTOR agrees to perform all work in accordance with CITY specifications [see Exhibit A] and the attached Exhibit B [scope and cost of work proposal dated **August 02, 2023** from **Heartland Traffic Services**] following all CITY code requirements, with all work to be performed in a workman like manner acceptable to CITY, and to complete all work within 60 days of receipt of notice to proceed with the work.

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

Approved this _____ day of _____, 2023.

CITY OF LIBERTY, MISSOURI

ATTEST:

BY _____
MAYOR Greg Canuteson

BY _____
DEPUTY CITY CLERK Sarah Ranes

BY *Sam Simpson* _____
CONTRACTOR
AUTHORIZED OFFICIAL
NAME (print): Sam Simpson
TITLE: President

Exhibit A
City of Liberty
Standard Terms and Conditions

Contractor is expected to comply with City of Liberty Standard Contract Terms and Conditions as well as the Technical Specifications of the City of Liberty.

A. Procedures

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

B. Contract Award

Award of this contract is anticipated no later than 30 days after bid deadline.

C. Insurance

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

1. Comprehensive General Liability:
 - Minimum Limits - \$2,000,000 per occurrence and \$2,000,000 aggregate
2. Comprehensive Automobile Liability:
 - Minimum \$2,000,000 combine single limit for bodily injury and property damage per occurrence
3. Workers' Compensation:
 - Missouri Statutory Requirement. Must show proof of workers' compensation coverage for any person performing work for the City.
4. Employers' Liability:
 - \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit

D. Bonds

Contractor will not be required to provide bonds for this project.

E. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period,

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

F. Exemption from Taxes

The City of Liberty is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status are furnished as an attachment to this Contract. The City shall not be charged taxes for materials or labor.

G. Subcontracting

The Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

H. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

I. Invoicing and Payment

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

J. Cancellation

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

K. Contractual Disputes

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

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

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

L. Severability

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

M. Applicable Laws

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

N. Drug/Crime Free Work Place

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

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

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

O. No Escalation of Fees

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

P. Permits

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

Q. Compliance with Missouri Law Regarding the Federal Work Authorization Program

The Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This includes providing Federal Work Authorization affidavit certifying the Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Contract.

R. Prevailing Wage

Missouri’s Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on public works construction projects valued at more than \$75,000. if the value of this contract exceeds \$75,000 the following are applicable:

- a. **Not less** than the prevailing hourly rate of wages, as set out in Missouri’s latest wage order shall be made part of the specification for the work under the contract, and the required wages **must** be paid to all workers performing work under the contract.

A copy of the most current Missouri Division of Labor Standards Annual Wage Order is attached to this form.

- b. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.
- c. The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under section [292.675](#), RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.
- d. The contractor will forfeit a penalty to the contracting public body of \$2,500 plus additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
- e. Every transient employer, as defined in section [285.230](#), RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers’ compensation insurance of self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers’ compensation; and (3)

The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section [285.234](#), RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

S. Liquidated Damages

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed within the times specified, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- T. Completion Times: Contractor shall pay Owner **\$100.00** for each day that expires after the time Contract stipulated end date until the Work is complete.

Exhibit B: Scope of Services
City of Liberty Project 23-011, 2022 Pavement Marking

The project consists of restriping/striping the below cited streets with either paint or MMA.

BID FORM

**CITY OF LIBERTY
LIBERTY, MISSOURI
2023 PAVEMENT MARKING PROJECT
PROJECT #23-011
AUGUST 2, 2023**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Contract for Services with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. UNIT PRICE SCHEDULE: *(Refer to Bid Manual Appendices for Project Locations and Site Specific Estimate Quantities)*

Item #	Description	Unit	Estimated Quantity	Unit Price	Bid Price
1	Turn Arrow (MMA)	EA	17	\$ 200.00	\$ 3400.00
2	Turn Arrow (Paint)	EA	5	\$ 100.00	\$ 500.00
3	24" Stop Bar (MMA)	LF	174	\$ 15.00	\$ 2610.00
4	24" Stop Bar (Paint)	LF	72	\$ 9.00	\$ 648.00
5	6" Solid White Parallel Cross Walk (MMA)	LF	108	\$ 6.00	\$ 648.00
6	6" Solid White Parallel Cross Walk (Paint)	LF	4	\$ 5.00	\$ 20.00
7	Rail Road Crossing (MMA)	EA	5	\$ 300	\$ 1500.00
8	Solid Double Yellow (MMA)	LF	464	\$ 3.00	\$ 1392.00
9	Solid Double Yellow (Paint)	LF	61,111	\$.30	\$ 18,333.30
10	Lane Line Yellow (Paint)	LF	5,718	\$.30	\$ 1715.40
11	Skips Yellow (Paint)	LF	17,709	\$.30	\$ 5312.70
12	Solid Edge Line White (MMA)	LF	459	\$ 2.00	\$ 918.00
13	Solid Edge Line White (Paint)	LF	82,556	\$.45	\$ 37,150.20
14	Solid Lane Line White (MMA)	LF	179	\$ 2.00	\$ 358.00
15	Solid Lane Line White (Paint)	LF	1,400	\$.30	\$ 420.00
16	Skips White (Paint)	LF	265	\$.30	\$ 79.50
GRAND TOTAL BID:					\$ 75,005.10

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 75,005.10

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment ~~in accordance with Paragraph 15.06 of the General Conditions~~ on or before the dates or within the number of calendar days indicated in the Contract for Services.
- 6.02 Bidder accepts the provisions of the Contract for Services as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. ~~Required Bid security;~~
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Contractor's License No.: LIC-416-37042 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

- 8.01 ~~The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.~~

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Heartland Traffic Services

By:

[Signature]



[Printed name]

Sam Simpson, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Preston Green

Title:

Chief Estimator

Submittal Date:

08/02/23

Address for giving notices:

626 N 47th St

Kansas City, KS

66102

Telephone Number:

913-428-2575

Fax Number:

Contact Name and e-mail address:

Preston Green

preston.green@kgstriping.com

Bidder's License No.:

0021328

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

HEARTLAND

TRAFFIC SERVICES, INC

913-428-2575



To:	City of Liberty	Contact:	
Address:	1600 S. Withers Rd Liberty, MO 64068	Phone:	(816) 439-4417
		Fax:	
Project Name:	Liberty Pavement Marking 2023	Bid Number:	
Project Location:	Liberty, MO	Bid Date:	8/2/2023

Work to be completed in 2023. Includes traffic control for striping activities

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Turn Arrow (MMA)	17.00	EACH	\$200.00	\$3,400.00
2	Turn Arrow (Paint)	5.00	EACH	\$100.00	\$500.00
3	24" Stop Bar (MMA)	174.00	LF	\$15.00	\$2,610.00
4	24" Stop Bar (Paint)	72.00	LF	\$9.00	\$648.00
5	6" Solid White Parallel Cross Walk (MMA)	108.00	LF	\$6.00	\$648.00
6	6" Solid White Parallel Cross Walk (Paint)	4.00	LF	\$5.00	\$20.00
7	Rail Road Crossing (MMA)	5.00	EACH	\$300.00	\$1,500.00
8	Solid 4" Double Yellow (MMA)	464.00	LF	\$3.00	\$1,392.00
9	Solid 4" Double Yellow (Paint)	61,111.00	LF	\$0.30	\$18,333.30
10	Lane Line 4" Yellow (Paint)	5,718.00	LF	\$0.30	\$1,715.40
11	Skips 4" Yellow (Paint)	17,709.00	LF	\$0.30	\$5,312.70
12	Solid Edge Line 4" White (MMA)	459.00	LF	\$2.00	\$918.00
13	Solid Edge Line 6" White (Paint)	82,556.00	LF	\$0.45	\$37,150.20
14	Solid Lane Line 4" White (MMA)	179.00	LF	\$2.00	\$358.00
15	Solid Lane Line 4" White (Paint)	1,400.00	LF	\$0.30	\$420.00
16	Skips 4" White (Paint)	265.00	LF	\$0.30	\$79.50
Total Bid Price:					\$75,005.10

Notes:

- **General Terms:**
 - Bid Price does not include payment performance bonds or waiver of subrogation. Each can be furnished for an additional cost as follows. Bond rate .62 of 1.25% waiver for \$250.00.
 - Bid price does not include attaining any permits required to perform work.
- **Terms of Pavement Marking Bid Items:**
 - We propose to furnish material and Labor in accordance with project specifications
 - Areas to be clear and ready for striping activities.
 - We agree to repair or replace asphalt pavement markings which may prove to be defective in workmanship or materials, within a period of 12 months from the Substantial Completion Date.
 - Pricing good for up to 60 days from bid date. Estimates beyond 60 days may change.
 - Add 5% to total price if payment will be with credit card.

Payment Terms:

Payment in full due within 30 days of invoice date.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Heartland Traffic Services, Inc.
626 North 47th Street
Kansas City, KS 66102

SURETY:

(Name, legal status and principal place of business)

XL Specialty Insurance Company

70 Seaview Avenue
Stamford, CT 06902

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Liberty, MO
101 East Kansas St
Liberty, MO 64068

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

8592746 - 2023 Pavement Marking Project

Various forms of paint and MMA symbol, crosswalk and straight light pavement marking

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of August, 2023.

Connie Weeks

(Witness)

Heartland Traffic Services, Inc.

(Principal)

(Seal)

By: *Preston Green*

(Title) Preston Green, Chief Estimator

XL Specialty Insurance Company

(Surety)

(Seal)

By: *William Reidinger*

(Title) William Reidinger, Attorney-in-Fact

Surety Phone No. 800-327-1414





Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER Bid Bond
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

William Reidinger

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by:

Gregory Boal
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above Instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 2nd day of August, 2023.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2018.



XL REINSURANCE AMERICA INC.

by: *Gregory Boal*
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M. Mirsch*
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub
Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 2nd day of August, 2023.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date

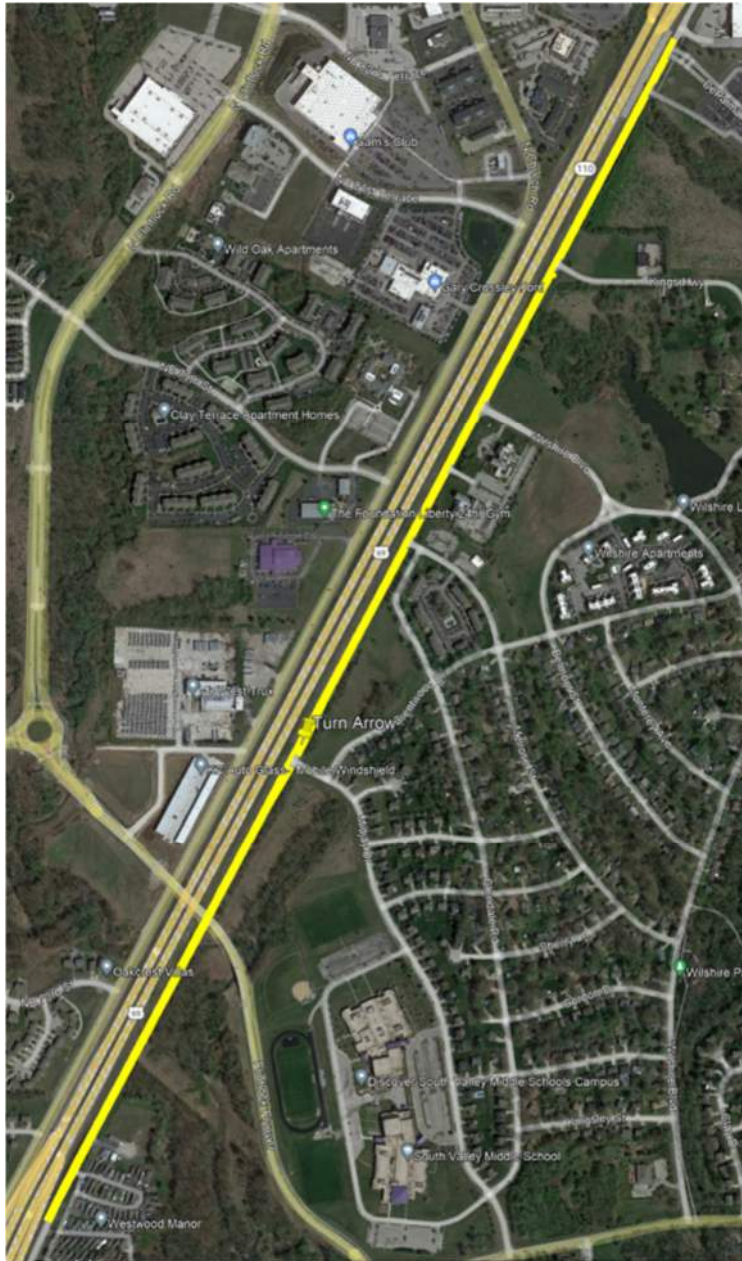
4/28/2024 12:00:00AM

BIRMINGHAM



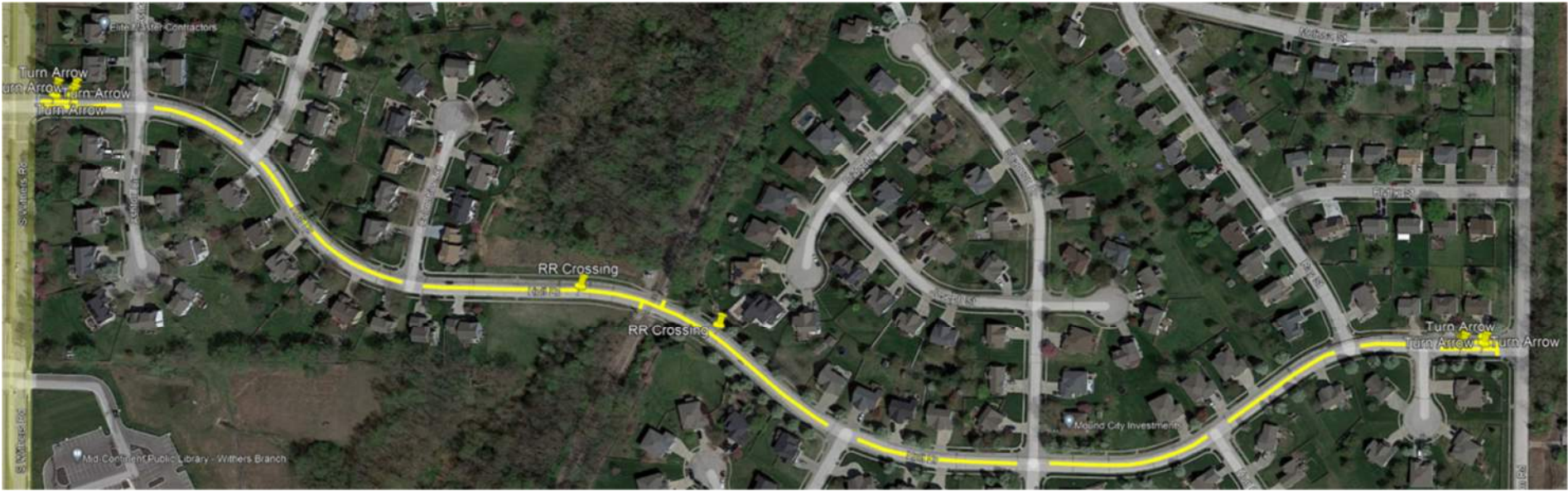
			Birmingham (Rail Crossing)
Line Item No.	Item	UOM	
1	Turn Arrow (MMA)	EA	
2	Turn Arrow (Paint)	EA	
3	24" Stop Bar (MMA)	LF	25.00
4	24" Stop Bar (Paint)	LF	
5	6" Solid White Parallel Cross Walk (MMA)	LF	
6	6" Solid White Parallel Cross Walk (Paint)	LF	
7	Rail Road Crossing (MMA)	EA	2.00
8	4" Solid Double Yellow (MMA)	LF	
9	4" Solid Double Yellow (Paint)	LF	
10	4" Lane Line Yellow (Paint)	LF	
11	4" Skips Yellow (Paint)	LF	
12	6" Solid Edge Line White (MMA)	LF	
13	6" Solid Edge Line White (Paint)	LF	
14	4" Solid Lane Line White (MMA)	LF	
15	4" Solid Lane Line White (Paint)	LF	
16	4" Skips White (Paint)	LF	

S Stewart



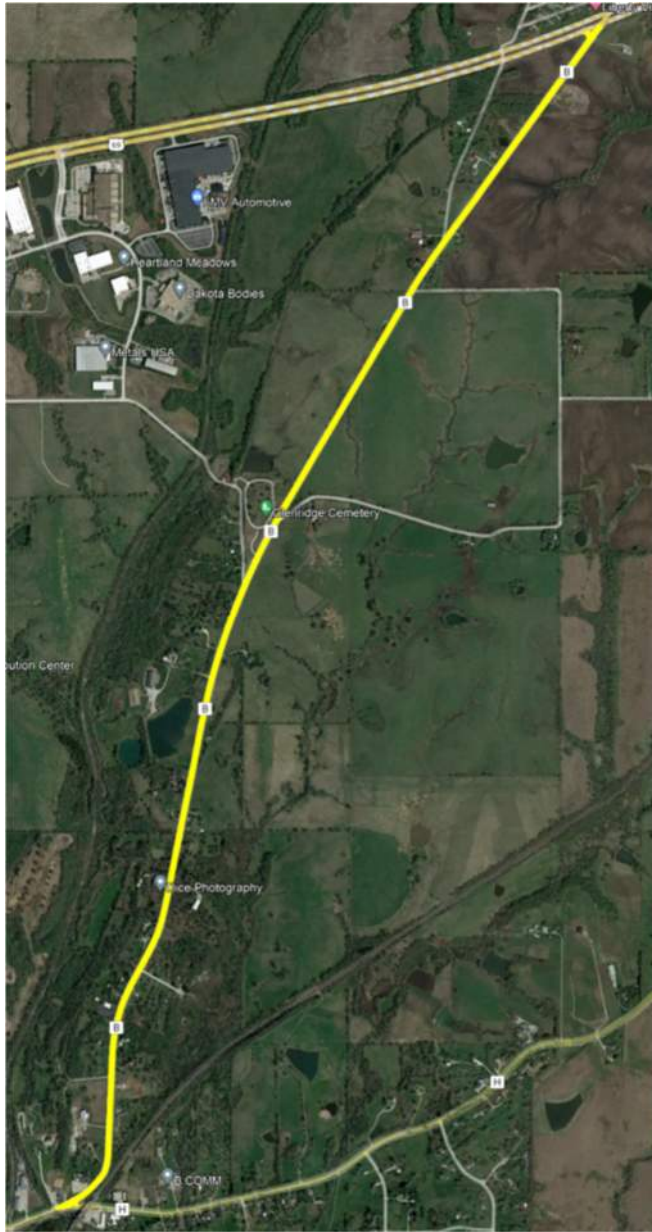
			Stewart Rd (City Limits to De Palma)
Line Item No.	Item	UOM	
1	Turn Arrow (MMA)	EA	1.00
2	Turn Arrow (Paint)	EA	
3	24" Stop Bar (MMA)	LF	
4	24" Stop Bar (Paint)	LF	
5	6" Solid White Parallel Cross Walk (MMA)	LF	
6	6" Solid White Parallel Cross Walk (Paint)	LF	
7	Rail Road Crossing (MMA)	EA	
8	4" Solid Double Yellow (MMA)	LF	
9	4" Solid Double Yellow (Paint)	LF	2,878.00
10	4" Lane Line Yellow (Paint)	LF	
11	4" Skips Yellow (Paint)	LF	6,525.00
12	6" Solid Edge Line White (MMA)	LF	
13	6" Solid Edge Line White (Paint)	LF	16,280.00
14	4" Solid Lane Line White (MMA)	LF	
15	4" Solid Lane Line White (Paint)	LF	
16	4" Skips White (Paint)	LF	

Holt Dr.



			Holt Dr (Withers to Birmingham)
Line Item No.	Item	UOM	
1	Turn Arrow (MMA)	EA	8.00
2	Turn Arrow (Paint)	EA	
3	24" Stop Bar (MMA)	LF	62.00
4	24" Stop Bar (Paint)	LF	
5	6" Solid White Parallel Cross Walk (MMA)	LF	
6	6" Solid White Parallel Cross Walk (Paint)	LF	
7	Rail Road Crossing (MMA)	EA	2.00
8	4" Solid Double Yellow (MMA)	LF	
9	4" Solid Double Yellow (Paint)	LF	5,485.00
10	4" Lane Line Yellow (Paint)	LF	
11	4" Skips Yellow (Paint)	LF	
12	6" Solid Edge Line White (MMA)	LF	
13	6" Solid Edge Line White (Paint)	LF	
14	4" Solid Lane Line White (MMA)	LF	
15	4" Solid Lane Line White (Paint)	LF	189.00
16	4" Skips White (Paint)	LF	

B Hwy



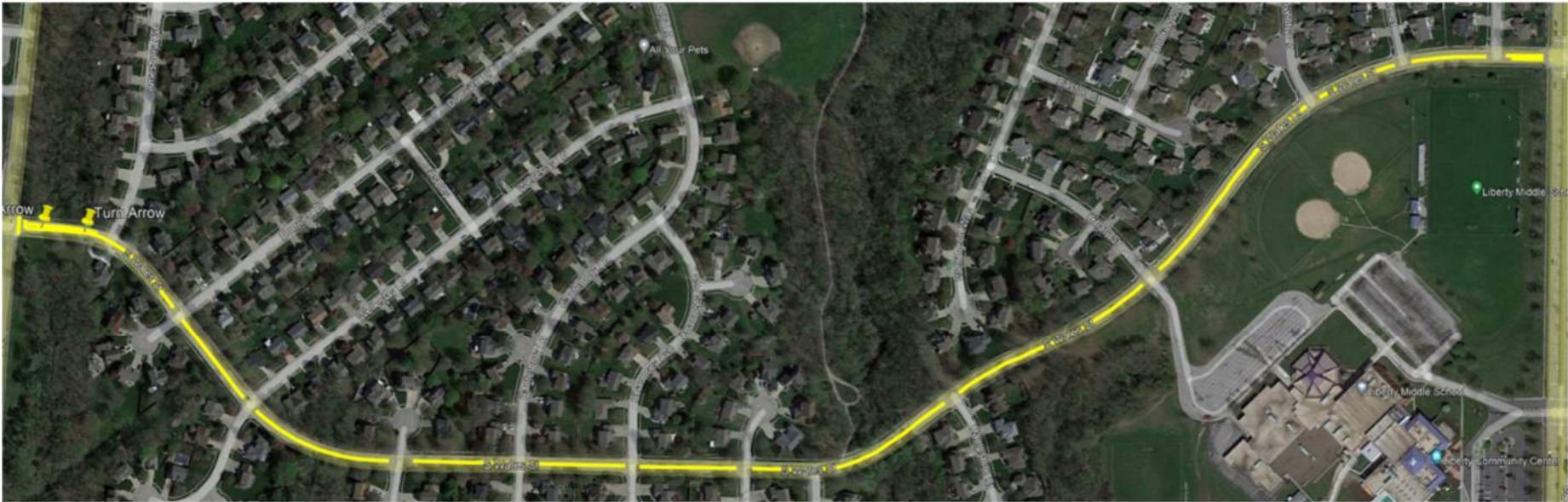
			B Hwy (H Hwy to Rt 69)
Line Item No.	Item	UOM	
1	Turn Arrow (MMA)	EA	
2	Turn Arrow (Paint)	EA	
3	24" Stop Bar (MMA)	LF	10.00
4	24" Stop Bar (Paint)	LF	
5	6" Solid White Parallel Cross Walk (MMA)	LF	
6	6" Solid White Parallel Cross Walk (Paint)	LF	
7	Rail Road Crossing (MMA)	EA	
8	4" Solid Double Yellow (MMA)	LF	
9	4" Solid Double Yellow (Paint)	LF	24,998.00
10	4" Lane Line Yellow (Paint)	LF	2,457.00
11	4" Skips Yellow (Paint)	LF	3,731.00
12	6" Solid Edge Line White (MMA)	LF	
13	6" Solid Edge Line White (Paint)	LF	32,793.00
14	4" Solid Lane Line White (MMA)	LF	
15	4" Solid Lane Line White (Paint)	LF	
16	4" Skips White (Paint)	LF	

H Hwy



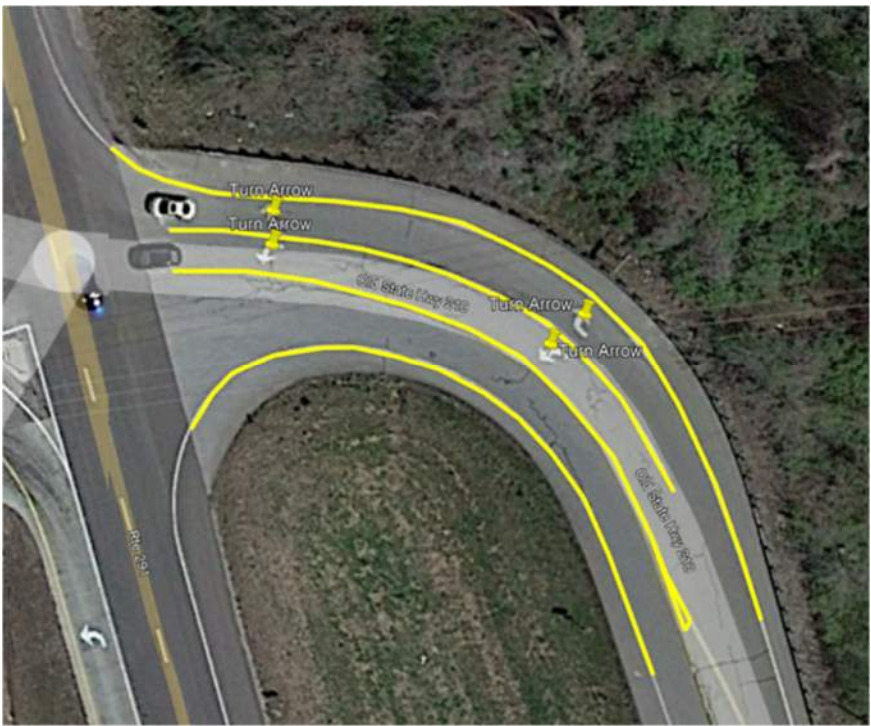
			H Hwy (B Hwy to City Limits)
Line Item No.	Item	UOM	
1	Turn Arrow (MMA)	EA	2.00
2	Turn Arrow (Paint)	EA	
3	24" Stop Bar (MMA)	LF	25.00
4	24" Stop Bar (Paint)	LF	
5	6" Solid White Parallel Cross Walk (MMA)	LF	
6	6" Solid White Parallel Cross Walk (Paint)	LF	
7	Rail Road Crossing (MMA)	EA	1.00
8	4" Solid Double Yellow (MMA)	LF	
9	4" Solid Double Yellow (Paint)	LF	7,942.00
10	4" Lane Line Yellow (Paint)	LF	2,238.00
11	4" Skips Yellow (Paint)	LF	7,453.00
12	6" Solid Edge Line White (MMA)	LF	
13	6" Solid Edge Line White (Paint)	LF	21,593.00
14	4" Solid Lane Line White (MMA)	LF	
15	4" Solid Lane Line White (Paint)	LF	155.00
16	4" Skips White (Paint)	LF	

S Wales



			S Wales (Withers to Liberty Drive)
Line Item No.	Item	UOM	
1	Turn Arrow (MMA)	EA	2.00
2	Turn Arrow (Paint)	EA	
3	24" Stop Bar (MMA)	LF	25.00
4	24" Stop Bar (Paint)	LF	
5	6" Solid White Parallel Cross Walk (MMA)	LF	108.00
6	6" Solid White Parallel Cross Walk (Paint)	LF	
7	Rail Road Crossing (MMA)	EA	
8	4" Solid Double Yellow (MMA)	LF	
9	4" Solid Double Yellow (Paint)	LF	8,634.00
10	4" Lane Line Yellow (Paint)	LF	
11	4" Skips Yellow (Paint)	LF	
12	6" Solid Edge Line White (MMA)	LF	
13	6" Solid Edge Line White (Paint)	LF	
14	4" Solid Lane Line White (MMA)	LF	
15	4" Solid Lane Line White (Paint)	LF	295.00
16	4" Skips White (Paint)	LF	

Old 210



			Old 210 (Intersection of 291)
Line Item No.	Item	UOM	
1	Turn Arrow (MMA)	EA	4.00
2	Turn Arrow (Paint)	EA	
3	24" Stop Bar (MMA)	LF	
4	24" Stop Bar (Paint)	LF	
5	6" Solid White Parallel Cross Walk (MMA)	LF	
6	6" Solid White Parallel Cross Walk (Paint)	LF	
7	Rail Road Crossing (MMA)	EA	
8	4" Solid Double Yellow (MMA)	LF	464.00
9	4" Solid Double Yellow (Paint)	LF	
10	4" Lane Line Yellow (Paint)	LF	
11	4" Skips Yellow (Paint)	LF	
12	6" Solid Edge Line White (MMA)	LF	459.00
13	6" Solid Edge Line White (Paint)	LF	
14	4" Solid Lane Line White (MMA)	LF	179.00
15	4" Solid Lane Line White (Paint)	LF	
16	4" Skips White (Paint)	LF	

N Lightburne



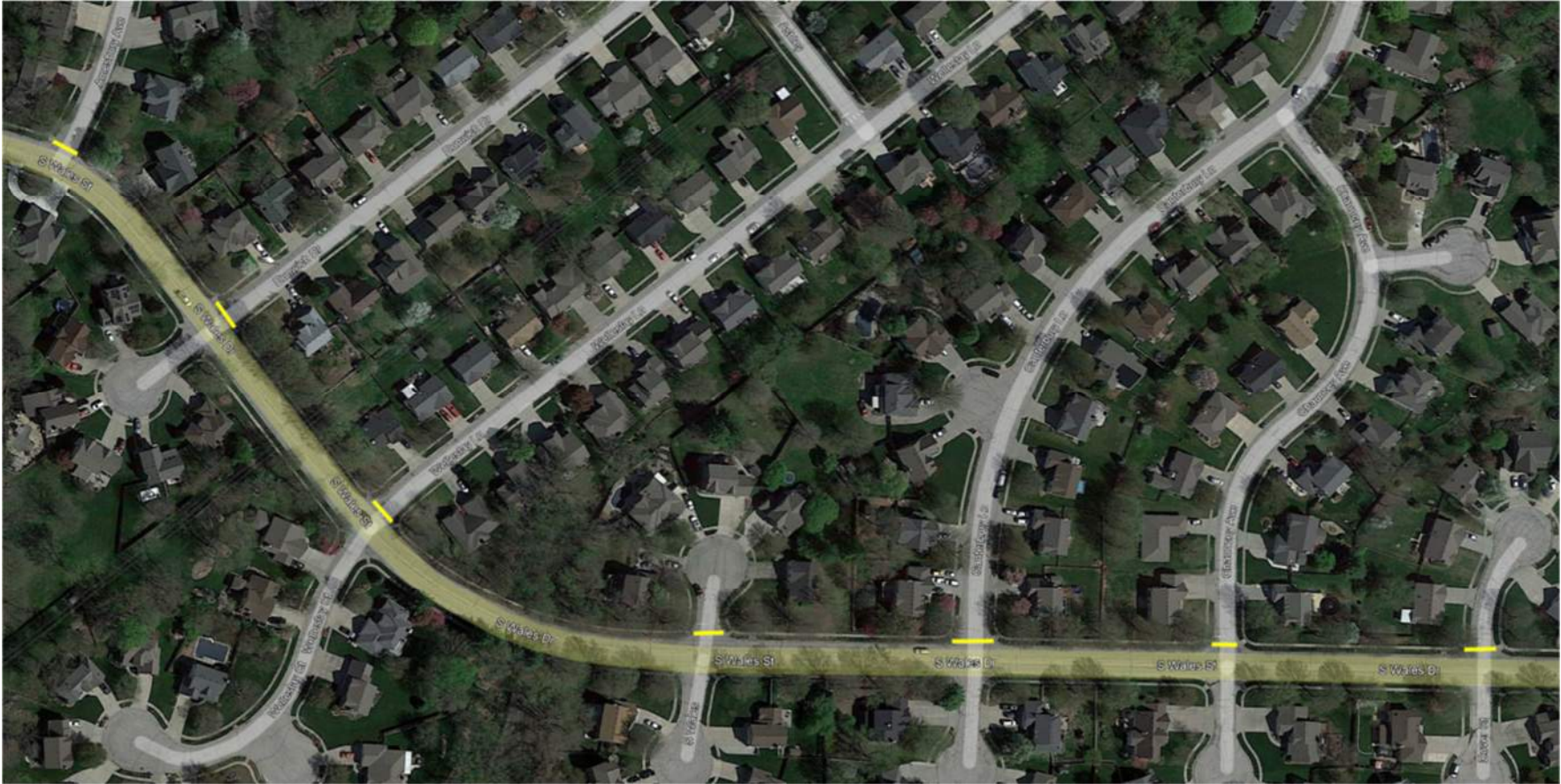
			N Lightburne (Intersection of Shepherd)
Line Item No.	Item	UOM	
1	Turn Arrow (MMA)	EA	
2	Turn Arrow (Paint)	EA	5.00
3	24" Stop Bar (MMA)	LF	
4	24" Stop Bar (Paint)	LF	72.00
5	6" Solid White Parallel Cross Walk (MMA)	LF	
6	6" Solid White Parallel Cross Walk (Paint)	LF	200.00
7	Rail Road Crossing (MMA)	EA	
8	4" Solid Double Yellow (MMA)	LF	
9	4" Solid Double Yellow (Paint)	LF	414.00
10	4" Lane Line Yellow (Paint)	LF	1,023.00
11	4" Skips Yellow (Paint)	LF	
12	6" Solid Edge Line White (MMA)	LF	
13	6" Solid Edge Line White (Paint)	LF	1,144.00
14	4" Solid Lane Line White (MMA)	LF	
15	4" Solid Lane Line White (Paint)	LF	761.00
16	4" Skips White (Paint)	LF	265.00

Richfield



			Richfield Rd (La Frenz to Raines Rd)
Line Item No.	Item	UOM	
1	Turn Arrow (MMA)	EA	
2	Turn Arrow (Paint)	EA	
3	24" Stop Bar (MMA)	LF	
4	24" Stop Bar (Paint)	LF	
5	6" Solid White Parallel Cross Walk (MMA)	LF	
6	6" Solid White Parallel Cross Walk (Paint)	LF	
7	Rail Road Crossing (MMA)	EA	
8	4" Solid Double Yellow (MMA)	LF	
9	4" Solid Double Yellow (Paint)	LF	10,760.00
10	4" Lane Line Yellow (Paint)	LF	
11	4" Skips Yellow (Paint)	LF	
12	6" Solid Edge Line White (MMA)	LF	
13	6" Solid Edge Line White (Paint)	LF	10,746.00
14	4" Solid Lane Line White (MMA)	LF	
15	4" Solid Lane Line White (Paint)	LF	
16	4" Skips White (Paint)	LF	

Cross Walks



			Cross Walk (S Wales & Amesbury)	Cross Walk (S Wales & Dunwich)	Cross Walk (S Wales & Welleslay)	Cross Walk (S Wales & S Wales Ct)	Cross Walk (S Wales & Canterbury Ct)	Cross Walk (S Wales & Chauncey)	Cross Walk (S Wales & Dover Ct)
Line Item No.	Item	UOM							
1	Turn Arrow (MMA)	EA							
2	Turn Arrow (Paint)	EA							
3	24" Stop Bar (MMA)	LF							
4	24" Stop Bar (Paint)	LF							
5	6" Solid White Parallel Cross Walk (MMA)	LF							
6	6" Solid White Parallel Cross Walk (Paint)	LF	70.00	78.00	70.00	76.00	104.00	64.00	80.00
7	Rail Road Crossing (MMA)	EA							
8	4" Solid Double Yellow (MMA)	LF							
9	4" Solid Double Yellow (Paint)	LF							
10	4" Lane Line Yellow (Paint)	LF							
11	4" Skips Yellow (Paint)	LF							
12	6" Solid Edge Line White (MMA)	LF							
13	6" Solid Edge Line White (Paint)	LF							
14	4" Solid Lane Line White (MMA)	LF							
15	4" Solid Lane Line White (Paint)	LF							
16	4" Skips White (Paint)	LF							

ADDITIONAL REQUIRED DOCUMENTATION



MISSOURI PROJECT EXEMPTION CERTIFICATE

AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: 8/2/23
CONTRACTOR: Heartland Traffic Services, Inc.
ADDRESS: 626 N. 47th St.
CITY/STATE/ZIP: Kansas City, KS 66102

NAME OF PERSON TO CONTACT AND PHONE #, IF QUESTIONS: **John Findlay, City Engineer - 816.439.4507**

PROJECT # ASSIGNED: _____

PROJECT DESCRIPTION: _____

PROJECT LOCATION: **City of Liberty, Missouri** – _____

DATE OF CONTRACT: _____

DATE PROJECT TO BEGIN: _____

ESTIMATED PROJECT COMPLETION DATE: _____

REVISED COMPLETION DATE: _____

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

ATTACHED IS THE STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

APPROVED

APPROVED

DIRECTOR OF FINANCE

DATE

CITY ENGINEER

DATE

INSTRUCTIONS

EXEMPT ENTITY-A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Certificate Expiration Date.

CONTRACTOR/SUBCONTRACTOR- The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase on behalf of the exempt entity, all tangible personal property to be incorporated or consumed in the construction of that project and no other on a tax exempt basis. **A COPY OF EACH CERTIFICATE MUST BE RETAINED BY THE PURCHASER FOR A PERIOD OF FIVE YEARS.**

MATERIAL SUPPLIER-A completed copy of this exemption certificate along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

STATE OF MISSOURI)
COUNTY OF Clay) ss

As used in this Affidavit, the following terms shall have the following meanings:

Any person performing work or service of any kind or character for hire within the State of Missouri.

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Sam Simpson

_____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Sam Simpson and I am currently the President of
Heartland Traffic Services, Inc. hereinafter "Contractor"), whose business address is
626 N. 47th St., Kansas City, KS 66102, and I am authorized to make this Affidavit.

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

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and

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

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Sam Simpson

(SIGNATURE)

Sam Simpson, President

[printed name], Affiant

Subscribed and sworn to before me this 2nd day of August, 2023

Karen Davis

Notary Public State of Missouri

My Commission Expires: 04/14/2027

Commissioned in Clay County

Commission #: 19168743



PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the

Contractor, and the Department of Homeland Security – Verification

Division.



CITY COUNCIL ACTION REPORT

Meeting Date: August 14, 2023

A/R No.: 2023-618

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE APPROVING AN AGREEMENT FOR CITY OF LIBERTY
PROJECT 23-009, CITY OF LIBERTY TRANSPORTATION MASTER PLAN WITH
HDR ENGINEERING INC. IN AN AMOUNT NOT TO EXCEED \$228,354.00 FOR
PHASE I

Summary:

- Ordinance approving a contract with HDR Engineering, Inc. for the City of Liberty Transportation Master Plan:
 - Investigate and Assess Existing Infrastructure
 - Performing a Connectivity Study
 - Review Existing Street Classifications
 - Review and Assimilate Existing Plans
 - Review and Assess Existing Models
 - Review and Utilize Existing Data
 - Establish a Capital Street Improvement Plan

Background:

In the past two decades, the City of Liberty has experienced rapid industrial, commercial and residential growth. This increased growth has placed significant stress on Liberty's existing transportation network, a stress which is projected to increase over the next two decades.

In order to better allocate future resources and guide the growth of the City's transportation network, City Staff has proposed the development of a Transportation Master Plan.

Master Plans are a critical component in the intentional growth and development of any municipality. The City of Liberty has several existing Master Plans, such as the Historic Preservation Plan, Economic Development Plan, Downtown Master Plan, Storm Water Master Plan and the recently updated Comprehensive Plan and Parks Master Plan. The closest thing the City of Liberty has to an existing Transportation Master Plan is a Traffic Safety Study dated 1973. Needless to say, the City requires a new plan.

The proposed Traffic & Connectivity Model/Master Plan will:

1. Investigate and Assess Existing Infrastructure
2. Perform a Connectivity Study
3. Review Existing Street Classifications
4. Review and Assimilate Existing Plans
5. Review and Assess Existing Models
6. Review and Utilize Existing Data
7. Establish a Capital Street Improvement Plan

City Staff issued a Request for Qualifications and Proposals for the creation of a Transportation Master Plan. The City received three proposal/qualification submittals from the following firms:

- Crawford, Murphy & Tilly, Inc. (CMT)
- Henningsong, Durham & Richardson, Inc. (HDR)
- Kimley-Horn

City staff reviewed and assessed each RFQ/RFP submittal with HDR being selected for the project.

During contract negotiations, it was decided to break the contract into two phases. Phasing is required to allow funding of the project within two separate fiscal cycles. While the contract is for Phase I and II, each phase will require separate authorization from the City to obligate funding. Phase I is not to exceed \$228,354.00. This report pertains to Phase I and will consist of the following:

- Project Management
- Public/Stakeholder Engagement
- Data Collection
- Existing Conditions Analysis
- Transportation Forecasts
- Future Needs/Major Street Map
- Five Year CIP
- Phase I Deliverable Document

Phase II will consist of the following:

- Project Management
- Public/Stakeholder Engagement
- Active Transportation/Complete Streets
- Public Transit Analysis
- Safety Analysis
- Long Term CIP
- Signal Systems
- Access Management
- Final TMP Deliverable Document

Phase II is not to exceed \$202,430.00. The total for Phase I and Phase II is not to exceed \$430,784.00.

City staff recommend the following action:

- Approving an ordinance that would authorize a contract with HDR Engineering, Inc. for the selection of the full project scope of work (Phase I and II). Authorization to fund Phase I of City Project 23-009, City of Liberty Transportation, for an amount not to exceed \$228,354.00.

Previous Action (if applicable):

- CSTOC recommendation at the 05/11/2023 meeting

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: 05/11/2023
---	-----------------------------------

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

Financial Considerations:

Budgeted:	Line Item: 11.95.140.38.5989	Amount: \$200,000.00
	Line Item: 50.75.604.36.7515	Amount: \$28,354.00
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ord Approve Contract with HDR for Traffic MP
2. 1.0) TMP Contract V2 - signed
3. Liberty TMP schedule HDR 4aug2023

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT FOR CITY OF LIBERTY PROJECT 23-009, CITY OF LIBERTY TRANSPORTATION MASTER PLAN
WITH HDR ENGINEERING INC.

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an Agreement for City of Liberty Project 23-009, City of Liberty Transportation Master Plan by and between the City of Liberty and HDR Engineering Inc., in an amount not to exceed TWO HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED FIFTY-FOUR AND 00/100 DOLLARS (\$228,354.00), 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 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

OWNER: City of Liberty, Missouri
ENGINEER: HDR Engineering Inc.
LOCATION: Liberty, Clay County, Missouri
PROJECT: City of Liberty Transportation Master Plan (23-009)

THIS CONTRACT is between the Mayor, City Council, and the Citizens of the City of Liberty, Missouri, a municipal corporation, hereinafter referred to as the "OWNER", and HDR Engineering Inc., hereinafter referred to as the "ENGINEER".

INASMUCH as the OWNER intends to create a City Transportation Master Plan and requires professional engineering services. The ENGINEER will provide the OWNER with professional services with respect to the project and the OWNER will pay the ENGINEER as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A – SCOPE OF SERVICES

ARTICLE II – OPINIONS OF COST

ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

ARTICLE III-ADDITIONAL SERVICES

The OWNER reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of the OWNER's City Council prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF OWNER

The OWNER will cooperate fully with the ENGINEER in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the OWNER;
 - a. ENGINEER may not rely upon or make any claim against OWNER with respect to the following:

- i. The completeness of such reports and drawings for ENGINEER'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures to be employed by ENGINEER and safety programs incident thereto, or
 - ii. Data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or
 - iii. Any ENGINEER interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.
- B. provide the ENGINEER with the OWNER's requirements for the project;
- C. make provisions for the ENGINEER to enter upon property at the project site(s) for the performance of his duties;
- D. examine all studies and layouts developed by the ENGINEER and render decisions thereon in a prompt manner so as not to delay the ENGINEER;
- E. designate in writing an OWNER's representative to act as OWNER's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the OWNER's policies and render decisions with respect to matters covered by this agreement;
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.
- G. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
- H. attend progress and other job related meetings
- I. give prompt notice in writing or by electronic means that are permanently preserved to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.
- J. provide ENGINEER with a fully executed City Ordinance awarding the Contract to the ENGINEER.

ARTICLE V - PERIOD OF SERVICE

The ENGINEER will commence work after receiving notice of this Agreement being executed from the OWNER. The general phases of work will be completed in accordance with the following schedule:

- A. Phase I - Final Phase I product submittal shall be within 12 months of the execution of this agreement dated [REDACTED].
- B. Phase II – Final Phase II product submittal shall be within 8 months of the legal adoption of Phase II to this agreement.

The OWNER will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER. Requests for extensions of time shall be made in writing by the ENGINEER, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The ENGINEER shall be responsible for working with the OWNER in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, OWNER needs. If a project site is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used. Project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations. The ENGINEER's services shall be performed in accordance with the standard of care customarily exercised by members of ENGINEER's profession practicing at the same time and in the same general locality.

ARTICLE VII - COMPENSATION

For services provided under this contract, the OWNER will compensate the ENGINEER as follows:

- A. The project has been broken into (2) phases, the funds for each phase are to be obligated under (2) separate internal City of Liberty (OWNER) actions:
 - a. For Phase 1 design services, including all work as defined within the attached scope of services, the OWNER will pay the ENGINEER the actual costs incurred, with a ceiling established for said design services in the amount of \$228,354.00, which amount shall not be exceeded.
 - b. For Phase 2 design services, including all work as defined within the attached scope of services, the OWNER will pay the ENGINEER the actual costs incurred, with a ceiling established for said design services in the amount of \$202,430.00, which amount shall not be exceeded.

The summation of both phases is \$430,784.00, which amount shall not be exceeded.

~~B. For construction inspection services, the OWNER will pay the ENGINEER the actual costs incurred, with a ceiling services in the amount of \$ _____, which amount shall not be exceeded.~~

C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
2. An amount calculated above actual salaries in Item 1 above for:
 - a. payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay
 - b. general administrative overhead, based on the ENGINEER's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
5. Project costs incurred by others on a subcontract basis, said costs to be passed through the ENGINEER on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown in Exhibit B are the established ENGINEER's overhead rates accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the ENGINEER upon receipt of itemized invoices by the OWNER. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. Upon receipt of the invoice and progress report, the OWNER will, as soon as practical, but not later than 45 days from receipt, pay the ENGINEER for the services rendered. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the ENGINEER, within

45 days after the OWNER's receipt of the ENGINEER's invoice. The OWNER will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, will be subject to final audit of actual expenses during the period of the Agreement.

- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working for the ENGINEER, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the OWNER shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the OWNER. The subletting of the work shall in no way relieve the ENGINEER of his primary responsibility for the quality and performance of the work. It is the intention of the ENGINEER to engage subcontractors for the purposes of:

Sub-Consultant Name	Mailing Address	Services
GeWalt Hamilton & Associates	625 Forest Edge Drive, Vernon Hills, IL 60061	Traffic Counts
Mid-American Regional Council (MARC)	600 Broadway Blvd Suite 200, KC, MO 64105	Staff Modeling Time

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the ENGINEER and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the submittals the Engineer of Record will be representing to the OWNER that the design is meeting the intent of the project.

ARTICLE XI - RETENTION OF RECORDS

The ENGINEER shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by OWNER. Said records shall be made available for inspection by authorized representatives of the OWNER during regular working hours at the ENGINEER's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the OWNER upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the OWNER upon request. All such information produced under this contract shall be available for use by the OWNER without restriction or limitation on its use. If the OWNER incorporates any portion of the work into a project other than that for which it was performed, the OWNER shall save the ENGINEER harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The OWNER may, without being in breach hereof, suspend or terminate the ENGINEER's services under this Agreement, or any part of them, for cause or for the convenience of the OWNER, upon giving to the ENGINEER at least thirty (30) days' prior written notice of the effective date thereof. The ENGINEER shall not accelerate performance of services during the thirty (30) day period without the express written request of the OWNER.
- B. Should the Agreement be suspended or terminated for the convenience of the OWNER, the OWNER will pay to the ENGINEER its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the ENGINEER, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the ENGINEER in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the ENGINEER's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The ENGINEER shall remain liable to the OWNER for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by ENGINEER. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The ENGINEER shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the ENGINEER is deprived of the opportunity to complete the ENGINEER's services.
- E. Upon the occurrence of any of the following events, the ENGINEER may suspend performance hereunder by giving the OWNER 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the OWNER. In the event the condition is not remedied within 120 days of the ENGINEER's original notice, the ENGINEER may terminate this agreement.

- 1. Receipt of written notice from the OWNER that funds are no longer

available to continue performance.

2. The OWNER's persistent failure to make payment to the ENGINEER in a timely manner.
3. Any material contract breach by the OWNER.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The OWNER will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The OWNER's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The OWNER and the ENGINEER agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The ENGINEER shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The ENGINEER agrees to save harmless the OWNER, OWNER's officers, directors, partners, employees and agents from any and all claims and liability (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) due to his negligent acts, omissions and/or the negligent acts and omissions of his employees, agents or subcontractors in the performance and furnishing of ENGINEER's services under this Agreement.

ARTICLE XVIII - NONDISCRIMINATION

The ENGINEER, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The ENGINEER will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). In all solicitations either by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including

procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the ENGINEER's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – ADDITIONAL PROVISIONS

- A. NOTICES. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested or by a nationally recognized overnight courier service, provided, however, that in the case of OWNER, a copy of such notice must also be mailed by first class mail to GEORGE E. KAPKE, KAPKE & WILLERTH, L.L.C, 3304 NE Ralph Powell Road, Lee's Summit, Missouri 64064. All notices shall be effective on the date of receipt, if given personally, and on the third day following placing of such notice in the U.S. Mail or the delivery of such notice to a nationally recognized overnight courier service.
- B. SURVIVAL. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.
- C. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. ATTORNEY'S FEES. Should any litigation be commenced between the parties hereto concerning the subject of this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

ARTICLE XX – INSURANCE

- A. The ENGINEER shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the ENGINEER from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the ENGINEER and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The ENGINEER shall also maintain professional liability insurance to protect the ENGINEER against the negligent acts, errors, or omissions of the ENGINEER and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The ENGINEER's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: with a combined single limit of \$2,000,000 per occurrence and in the annual aggregate;
2. Automobile Liability: with a combined single limit of \$2,000,000 per person up to \$2,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: with a limit of \$500,000 for each occurrence; and
4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

D. The ENGINEER shall, upon request at any time, provide the OWNER with certificates of insurance evidencing the ENGINEER's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Executed by the ENGINEER this 28th day of July, 2023.

Executed by the OWNER this _____ day of _____, 20__.

FOR: CITY of LIBERTY, MISSOURI

By: _____

Greg Canuteson – Mayor

Attest: _____

Deputy City Clerk

FOR: HDR ENGINEERING, INC.

By: Cory Imhoff

Cory Imhoff - Senior Vice President

Attest: Elizabeth C. Buell

Elizabeth C. Buell (Aug 1, 2023 08:23 CDT)

Elizabeth C. Buell, Assistant Secretary

OWNERS DESIGNATED REPRESENTATIVE

Name: Joshua C. Martinez

Title: Capital Projects Engineer

Email: jmartinez@libertymo.gov

Phone: 816-439-4502

ENGINEERS DESIGNATED REPRESENTATIVE

Name: Christopher S. Kinzel

Title: Senior Professional Associate

Email: christopher.kinzel@hdrinc.com

Phone: 816-360-2721

ATTACHMENT A

Scope of Services

Transportation Master Plan (TMP) | City of Liberty, MO
HDR Engineering, Inc

Background

The purpose of this project is to develop a plan to maintain, enhance, and expand Liberty's transportation infrastructure to serve the needs of its citizens and to support the City's larger vision for sustainable growth and progress. This includes supporting the 2023 Comprehensive Plan's Core Value of "Connected Community" – while indirectly supporting the remaining Core Values – and also supporting the Comprehensive Plan's Strategy 1.2: "Align infrastructure improvements and future development and redevelopment opportunities," along with other strategies mentioned throughout this scope.

Major goals of this plan are (a) to provide a holistic road-map for future transportation connectivity and capacity, (b) to serve as a guide for developers and the City with regard to transportation infrastructure needs associated with development, (c) to leverage Replica and other existing "big data" sources to assist the City with its infrastructure planning efforts, (d) to update / expand City policies to support the City's transportation vision, (e) to allow outcomes of the plan to be easily integrated into the City's daily business practices, and (f) to consider regional and federal priorities in order to capitalize on available non-City infrastructure funding in the future.

Scope Of Services

The scope- of services is divided into two phases. Phase 1 is currently authorized, and Phase 2 is anticipated to be authorized for FY 2024.

PHASE 1

Phase 1 focuses on immediate needs of the City regarding transportation decisions, recommendations, and standards in support of economic development. For meeting purposes, this scope assumes that Phase 1 will last 12 months.

1. Project Management

Project Management Plan: HDR will develop an internal Project Management Plan that includes a Quality Management Plan, Safety Plan, and other key elements needed for the team to execute the project.

Ongoing Management: HDR will provide project management activities, including cost control, schedule management, quality management, and monthly invoicing.

Core Team Meetings: HDR will meet monthly with a Core Team of City staff to discuss project status, key decision points, next steps, and interim products. This scope assumes that half of the meetings will be in person. HDR will prepare agendas and meeting notes.

Deliverables:

- Project Management Plan (internal)
- Monthly invoices (12 months)
- Attendance at up to 12 Core Team meetings by 2-3 HDR employees

Assumptions:

- Half (6) of the Core Team meetings to be in person

2. Public / Stakeholder Engagement

HDR will develop a Public and Stakeholder Engagement Plan that lays out the activities for Phase 1. The plan will be reviewed and approved by the City before implementation. For the purposes of this scope, Phase 1 engagement activities will include the following:

- Upon NTP, HDR will lead a branding exercise that encourages input from City representatives, including plan and public relations staff team members. HDR will use this input to create a plan-specific brand guide with graphic elements, such as a logo, maps, and iconography, and establishes parameters for content usage.
- The Public and Stakeholder Engagement Plan will include roles and responsibilities for project team members and City Public Relations staff, and detail pathways for content requests, material approval, and public inquiry response.
- An online community survey early in the project to gather public opinion on a variety of transportation issues facing Liberty.
- Up to two (2) meetings with an Advisory Committee to obtain feedback on City infrastructure needs, plan progress, and recommendations. It is assumed these meetings will be in person. The City will develop a participant roster, obtain commitments, and send meeting invitations. HDR will prepare agendas, presentation materials, and feedback mechanisms, and will incorporate responses and outcomes into meeting notes. An initial suggested list includes representatives from the City Council, the Planning Commission, the Parks and Recreation Department, the Planning Department, the Economic Development Department, key developers, Liberty Hospital, and William Jewel College.
- HDR will coordinate with the Mayor's Task Forces on Downtown redevelopment, indoor athletic facilities, and an arboretum – to the extent their work influences the Plan and vice versa.
- Attendance at up to two (2) Council work sessions to discuss the Plan.

Deliverables:

- Public Stakeholder Engagement Plan
- HDR-led branding exercise
- Graphic design support, including plan-specific logo and elements for traditional and online public messaging
- Development of community engagement materials
- Community survey (online) and findings report
- Attendance at up to two (2) Advisory Committee meetings by up to three (3) HDR personnel, including agenda, presentation materials, and summary notes
- Attendance at up to two (2) Council work session by up to two (2) HDR personnel, including preparation of presentation materials
- Community engagement summary report

Assumptions:

- Meeting attendance assumed to be in person
- City will provide a brand guide with graphic and message standards, as well as necessary design files, such as vector file of City logo, for use in approved plan materials.
- Community survey will be delivered via approved local or City of Liberty communication platforms, such as the City's website and social media accounts, and also local media, if deemed appropriate.
- City designees will act as points-of-contact for external media outreach and/or requests.
- A new or standalone website will not be developed for the project. While not included in this scope, HDR can provide additional material support for digital engagement.

3. Data Collection

Document Reviews: HDR will review existing and in-progress City plans (Comprehensive Plan, Parks Master Plan) to determine areas where consistency is needed in the TMP. The City will provide copies of relevant recent development traffic studies (past 5-10 years) for HDR use. The City will also provide access to, or information about, existing policies, ordinances, and informal procedures that are relevant to the TMP. HDR will review these documents and summarize relevant data and information.

Development Plans: The City will provide available plans / concepts for large development areas, such as Montage, Liberty Commerce Center, and the Cardinal Hill Golf Club redevelopment.

Traffic Volumes: HDR will work with the City to request electronic count data from MoDOT's traffic flow maps within and adjacent to the City, and any other count data MoDOT may have. HDR will also manually extract count data from traffic studies (up to six included in this scope) provided by the City, including turning-movement counts. It is expected that gaps will remain once this data is compiled. To supplement this data, HDR will take the following steps:

- Conduct turning movement counts at up to ten (10) intersections, identified in conjunction with City staff (two hours during the AM peak, two hours during the PM peak). Counts will include pedestrians and bicycles.
- Conduct 48-hour bi-directional counts along up to 5 segments, including classification and speeds, binned in 15-minute increments.
- Use the above segment counts, plus relevant segment counts available from MoDOT, to "calibrate" corresponding Replica Average Daily Traffic (ADT) values. Calibration will take the form of developing simple adjustments based on the ratios of the two sources.
- Extract up to 50 additional segment ADTs from Replica's ADT values, and adjust based on the calibration effort described above.

- Provide brief documentation of the methods and data used to develop traffic volumes.

Traffic Flow Map: HDR will develop a traffic flow map for the City that shows daily traffic volumes on the segments selected previously in this task.

Replica O-D's: HDR will use Replica to extract origin-destination (O-D) patterns within and near Liberty, at the Traffic Analysis Zone (TAZ) level, consistent with the MARC model structure. HDR will develop simple graphics visually representing the O-D patterns.

Asset Condition: The City will provide its pavement index information to HDR for review and consideration.

Traffic Signal Timing: The City will provide current signal timing data for any analyzed existing traffic signal.

Data-Collection Memo: HDR will create a brief memo summarizing the data-collection efforts.

Deliverables:

- Traffic flow map (GIS format)
- O-D visualizations (provided as PDFs, 1-2 pages)
- Data Collection memo (PDF format, up to 5 pages)

Assumptions:

- MoDOT will make electronic count data available

4. Existing Conditions Analysis

Intersection Operations: HDR will develop an existing-conditions Synchro model of key intersections throughout the City (up to 30). The model will include signalized intersections and freeway ramp terminals within City limits. The model will include both AM and PM peak-hour scenarios and will serve as an ongoing repository for existing traffic counts.

HDR will use the Synchro model to compute existing Levels of Service (LOS) at the key intersections and will summarize these in tabular or graphical format. For intersections (if any) that currently perform at poor LOS (intersection average of E or worse), HDR will develop recommended mitigation measures that can potentially be incorporated into the CIP developed in subsequent tasks.

Safety: Safety analysis is not included in Phase 1.

Pavement Condition: Pavement condition analysis is not included in this scope. The City has an existing system in place to perform such analyses.

Summary Chapter: HDR will create a draft TMP chapter summarizing existing conditions.

Deliverables:

- Existing conditions Synchro model
- Existing conditions summary chapter

Assumptions:

- No safety analysis will be conducted
- No pavement condition analysis will be conducted

5. Transportation Forecasts

Land Use: The City will provide, in geospatial format, existing zoning, existing land-use, and the Future Land-Use Framework. The City will also provide HDR with relevant assumptions such residential/employment density and type. HDR will review the City-provided information and will group the future land-use data into categories that can be used in the traffic forecasting process.

HDR will work with MARC to run its travel-demand model for future scenarios. HDR will provide land-use data to MARC, along with proposed network changes (derived in the next task). MARC charges a fee for these activities; this has been included in HDR's fee estimate.

HDR will work with MARC to run up to three network scenarios based on the same land-use scenario. HDR will post-process MARC outputs and will create thematic maps of the traffic forecasts and associated congestion metric(s). HDR will also request zonal origin-destination (O-D) data from MARC and will use the Replica O-D data developed in a previous task as a high-level check on the model O-D assumptions.

Deliverables:

- Maps and tables showing model results (up to three network scenarios) and zonal O-D comparisons

Assumptions:

- City will provide zoning and land-use information in geospatial format, along with residential/employment density and type.
- City will assist with MARC modelling request forms
- MARC will provide O-D data
- City will help guide development of scenarios and will sign off on scenarios prior to model runs being conducted

6. Future Needs / Major Street Map

Network Development: Based on the forecasts developed in the previous task, HDR will work with the City to develop a recommended Buildout roadway transportation network for the City of Liberty. **The Comprehensive Plan's Mobility Framework will serve as a starting point for this effort.** Elements to be considered (with examples) include:

- *Capacity:* Existing roads such as Lightburne Street, Ruth Ewing Road, and Glenn Hendren Drive will likely need additional capacity as the City grows.
- *Connectivity*
 - o Railroads: The Comprehensive Plan shows crossing improvements at Birmingham Road (already under study) and Route H.
 - o Flyover(s): A Rush Creek Parkway overpass of I-35 is planned in association with the Montage development.
 - o Extensions: The potential to extend South Liberty Parkway eastward to the Capitol Federal Sports Complex of Liberty (and perhaps MO-210) has been discussed. The Comprehensive Plan (Strategy 8.2) recommends study of a potential north-south corridor connection in the eastern portion of the City. Rush Creek Parkway is another potential future extension.
 - o New Roads: Other new roads may be worth studying as overall city circulation is examined.
- *Classification:* As the overall network is identified, roadway classifications will also be considered. This may include reclassifying some roadways that already have a classification. The classification scheme will be consistent with MARC's classification scheme.
- *Typical Sections:* HDR will work with the City to update its standard typical sections. The typical sections may be expanded to include options for bicycle and pedestrian facilities. The City will provide HDR with the native files for the current sections (assumed to be in AutoCAD or Microstation), and HDR will revise the drawings. Up to six (6) total typical sections will be created or revised. HDR will discuss the possibility of a "modular" approach to these drawings with the City (developing separate components of the sections in a way that can be "pieced together" to make a complete section depending on the Active Transportation option selected). The level of effort for the modular approach is the same as the that for standard approach.

Major Street Map: HDR will develop an updated Major Street Map, based on forecast results and discussions with the City about what is realistic and practical. This map will be developed in a geospatial format compatible with the City's existing GIS. The map will show existing and future roadways and their classifications.

Deliverables:

- Major Street Map, including existing/future roads and classifications, in a format compatible with City's GIS
- Up to six (typical) sections in agreed-upon CAD format, suitable for incorporation into City standards

Assumptions:

- City will sign off on final elements to be included on map before map is produced

7. Five-Year CIP

Based on the traffic forecasts and needs identified in previous tasks, HDR will help the City develop a Capital Street Improvement Plan (CSIP). The focus of HDR's efforts will be on new or expanded capacity, not upkeep of existing transportation assets. This scope includes up to 15 projects. HDR will develop planning-level cost estimates for each project, which will include amortized maintenance for the improved or new facilities. HDR will prioritize the projects based on a simple ranking system in consultation with City staff.

For existing roadways, the City will perform any pavement-condition forecasts, maintenance cost-estimating, or prioritization.

Deliverables:

- Prioritized project list with planning-level costs (up to 15 projects) – 1 page

Assumptions:

- HDR will not analyze or prioritize roadway projects that don't include recommended capacity expansions.

8. Phase 1 TMP Document

HDR will produce an initial draft of the TMP document sections pertaining to Phase 1. This will include information on data collection, existing conditions, forecasting, future needs, the Major Street Map, and the five-year CIP.

HDR will also develop the following, for inclusion in the document as appendices (or as standalone items):

- *Traffic Impact Study Guidelines*: These guidelines will set expectations for developer requirements and will cover such topics as scoping, study triggers, scenarios, study elements, analysis methodologies, impact thresholds, site circulation (See Comprehensive Plan Strategy 8.1), intersection control guidance (See Comprehensive Plan Strategy 8.5), and multi-modal considerations. The document may also include language specific to interpreting the Section 30-35 of the City's municipal code (dealing with "adequate public facilities" in a transportation context).

- *Development Review Process Guidebook*: As a result of the recommendations of the TMP, minor revisions / additions to the Guidebook may be needed. This could include revisions to checklist wording regarding traffic studies, and it could also include development of a new one-page checklist for traffic study requirements that could be a standalone item.

Deliverables:

- Phase 1 TMP document (PDF, up to 30 pages)
- Traffic Impact Study guidelines (PDF, 3-5 pages)
- Development Review Process Guidebook modifications (PDF, 1-2 pages)

PHASE 2

Phase 2 continues the efforts of Phase I and focuses on additional aspects of transportation that are vital for the long-term success of Liberty's transportation system. For meeting purposes, this scope assumes that Phase 2 will last 8 months.

1. Phase 2 Project Management

This task extends the Phase 1 Management task for another 8 months.

Deliverables:

- Monthly invoices (8 months)
- Attendance at up to 8 Core Team meetings by 2-3 HDR employees

Assumptions:

- Half (4) of the Core Team meetings to be in person

2. Phase 2 Public / Stakeholder engagement

One additional Advisory Committee meeting is assumed in Phase 2, as is one additional Council Work Session.

HDR will work with the City to convene a "passive" online public meeting (visuals and prompted questions) to present the Plan and solicit feedback. HDR will develop the meeting materials and monitor the meeting.

Deliverables:

- Attendance at one Advisory Committee meetings by up to three (3) HDR personnel, including agenda, presentation materials, and summary notes
- Attendance at up one (1) Council work session by up to two (2) HDR personnel, including preparation of presentation materials
- Preparation for / virtual convening of an on-line public meeting by up to four (4) HDR personnel, including post-processing of comments and responses.
- Engagement Summary Report

Assumptions:

- Committee and Council meeting attendance assumed to be in person
- The online public meeting will be hosted using Webex, Teams, or a comparable, secure videoconferencing platform.

3. Active Transportation / Complete Streets

The Comprehensive Plan's Strategy 8.4 is "Identify and strengthen key pedestrian and bicycle connections throughout the community to ensure better connectivity throughout the pedestrian network... [w]hile referencing the Liberty Parks & Rec Imagine Liberty 2032 Plan as an initial reference for infrastructure development and improvements."

Facility Locations: Using the trail map and principles from Imagine Liberty, coupled with the City's sidewalk inventory, HDR will work with the City to recommend bicycle and

pedestrian facilities within key roadway rights-of-way in Liberty. It is expected that priority criteria to identify “key roadways” will include filling gaps, connecting to trails/parks, serving key demand corridors (derived from Replica), connecting to transit, accessing activity centers (schools, shopping areas, major employers, etc.), and creating a safe and functional active transportation network. HDR will create a GIS map of this data.

Facility Types: This will also involve working with the City to determine what types of facilities (and what dimensions) should be in Liberty’s active transportation “toolbox.” HDR will provide information on these facilities and will facilitate up to two (2) meetings with applicable City staff to develop the list of applicable facilities.

Complete Streets: HDR will develop Complete Streets guidelines for the City, covering such items as traffic calming and facilities for biking, walking and transit. The guidance will be 5-10 pages in length.

Deliverables:

- Map of existing/proposed Active Transportation facilities within roadway right-of-way, also showing trails, parks, and schools.
- Toolbox (list and visual examples) of Active Transportation facility types for consideration and incorporation into the City’s transportation network.
- Complete Streets guidelines (5-10 pages)

Assumptions:

- The City will provide its sidewalk inventory, existing / future trail maps, and other relevant data (such as park and school locations) in geospatial format.

4. Public Transit Analysis

Commute Transit: HDR will examine historical ridership on the discontinued Shoal Creek / Liberty Express route and will have conversations with the City and KCATA / Ride KC regarding the potential need to reinstate such a route, and the processes involved in doing so. This is expected to take the form of a conference call with the parties involved. HDR will use Replica O-D data to estimate the number of daily commuters from Liberty to downtown Kansas City, and will use Replica demographic data to develop a loose estimate of the potential ridership market for such a route.

Paratransit: HDR will confer with Liberty Access Bus staff to obtain / discuss ridership patterns and known needs.

Transit Memo: HDR will create a brief memo (1-3 pages) summarizing historical, current, and possible future transit service.

Deliverables:

- Transit memo (1-3 pages)

Assumptions:

- KCATA / Ride KC will provide historical ridership data for the Shoal Creek / Liberty Express route

5. Safety

HDR will gather available Citywide historical geocoded crash data from the City and MARC for the years 2016 – 2022, including factors that support crash analysis such as date, time-of-day, lighting conditions, crash type, etc. HDR will develop “heat maps” based on this data, and will review the data for trends, “hot spots”, high-severity patterns, and crash rates. The volumes used for crash rate calculations will be based on the traffic flow map developed and synthesized in Phase 1. Additional counts would require a contract supplement.

Based on the above analysis, HDR will identify and prioritize up to 20 intersections or corridors that are candidates for safety countermeasures. HDR will use Highway Safety Manual approaches to calculate the potential crash reductions associated with these improvements, and will monetize these benefits over 20 years. HDR will also develop planning-level estimates of the recommended improvements for these 20 locations. HDR will perform high-level benefit-cost analysis based on these computations.

HDR will identify further steps that may be needed for Liberty to apply for regional or federal safety funding (e.g., SS4A) for the project list developed under this task.

It is the intent that the work done in this task could serve as the basis for a Safety Action Plan. For this scope, the effort will be documented as a chapter in the TMP document.

Deliverables:

- Maps, tables and charts summarizing Citywide historical crash analysis.
- Prioritized safety improvement list (20 locations)
 - Planning-level cost estimates
 - Crash cost estimates
 - High-level benefit-cost analysis
- Next-steps identification for regional / federal funding
- Safety TMP chapter

Assumptions:

- Analysis and deliverables can serve as the basis for a Safety Action Plan, but will be formatted as a TMP chapter.
- Crash data will be provided in geospatial format by the City and/or MARC.

6. Longer-Term CIP

Using the work underlying the development of the five-year CIP, HDR will help the City develop a Capital Street Improvement Plan (CSIP) for projects for the next 10 or 15 years, based on discussions with the City, mindful that the City’s transportation sales tax will be up for renewal in 2030. As with the five-year list, up to 15 projects will be included, costs will be developed, and projects will be prioritized.

Deliverables:

- Prioritized project list with planning-level costs (up to 15 projects) – 1 page

Assumptions:

- HDR will not analyze or prioritize roadway projects that don't include recommended capacity expansions.

7. Signal Systems

Self Assessments: To help establish a benchmark of existing signal assets and organizational capabilities, HDR will assist the City with completion of the 2018 Traffic Signal Benchmarking Self-Assessment, with the goal of identifying improvements in traffic signal operations and maintenance through proactive management of traffic signal programs leading to consistent systems and organizational reliability. HDR will also assist the City with completion of a Traffic Signal Management Capability Maturity Model assessment to evaluate current capabilities with respect to traffic signal program management. The tool provides a set of potential actions for consideration to address risks that could be associated with current practice, such as improvements to design or operations and maintenance activities.

Inventory: To support this process, HDR will develop an inventory of existing traffic signal infrastructure (controllers, vehicle detection, cabinets and peripherals, interconnect, and fiber). This will involve working closely with the City to review as-builts and other available information.

Field Evaluation: HDR will also conduct a one-day field evaluation, accompanying City staff to review a sampling of signalized intersections and discuss potential signal-related improvements.

Minimum Standards: HDR will develop feasible minimum requirements for various aspects of the traffic signal system, such as:

- Infrastructure and systems: system controls, communications, detection, and intersection control
- Business processes: design standards, operational policies, and maintenance procedures
- Management and administrative strategies: staffing needs, roles, budgeting, and collaboration with partnering agencies (MoDOT, OGL, etc.)

Traffic Signal Improvement Needs: HDR will develop a prioritized list of capital projects related to signals that may include the following:

- Interconnect/fiber-related improvements
- Central software procurement or upgrades
- Detection improvements
- Emergency Vehicle Preemption improvements
- Signal head replacement

- Signal timing modifications
- Timelines and intervals for upgrading signal infrastructure such as controllers, cabinets, and signal heads

Projects will include planning-level cost estimates.

Deliverables:

- Benchmarking and Capability Self-Assessments (filled out with City)
- Traffic signal infrastructure inventory
- Minimum standards document (1-3 pages)

Assumptions:

- City will provide all available traffic signal as-builts

8. Access Management

HDR will develop Access Management guidelines for the City, covering such items as driveway/intersection spacing, turn-lane requirements, joint / cross-access, driveway connection geometry, and more. The guidelines will be 15-20 pages in length and will be modeled on local and national best practices.

Deliverables:

- Access Management guidelines (15-20 pages)

9. Other Topics

Several topics will be addressed briefly in the TMP document. They include:

- *Parking*: A paragraph or two regarding downtown parking status, including relevant items from the Mayor's Downtown Task Force
- *Regional and Federal Funding*: Up to a page regarding funding opportunities and the steps the City could take to position itself to capture them
- *Big Data*: Up to a page regarding ways the City can leverage Replica and other Big Data sources going forward
- *Monitoring programs*: Up to a page regarding congestion and safety monitoring that could help the City "take its own temperature" on a periodic basis.

In addition, HDR will assist the City in updating its standard unit pricing for roadway improvements, based on recent bids and local industry trends – with the caveat that inflation and other economic forces continue to contribute to price increases and fluctuations.

Deliverables:

- Brief write-ups on the topics listed above (3-4 pages)
- Assistance with updating of standard unit pricing

10. Final TMP Document

HDR will produce a full draft of the TMP, including elements from Phases 1 and 2. In addition to the items covered in Phase 1, the document will cover Active Transportation, public transit, safety (from other sources), signal operations/optimization, and the smaller topics mentioned above.

The following documents, described above, will be included in the document as appendices (or as standalone items):

- Complete Streets guidelines
- Safety Action Plan
- Access Management guidelines

HDR will submit a draft final document to the City. Upon receipt of City comments, HDR will incorporate mutually agreeable revisions into a final TMP and will submit to the City.

Deliverables:

- Final TMP document (PDF, 50-60 pages, submitted electronically), draft and revised versions, supplemented by appendices mentioned throughout this scope

ATTACHMENT B

Estimate of Cost

Transportation Master Plan - Liberty, MO
Hour and Fee Estimate - HDR Engineering, Inc.

7/18/2023

		Hours															
		Proj Princ	Proj Mgr	Rdwy Eng	Sr. Traffic Eng	Traffic Eng	Traffic EIT	QC	Sr. CADD Tech	CADD Tech	Sr. Planner	Pub Inv Lead	Pub Inv Specialist	Graphic Design	Admin	Clerical	Total Hrs
Phase 1																	
1	Phase 1 Project Management	PMP	1								2				2		5
		Ongoing Management (12 mos)	4		6				9						12	4	35
		Core Team (12)		30	12				30								72
		Subtotal	4	31	0	18	0	0	0	0	0	41	0	0	0	14	4
2	Phase 1 Public / Stakeholder Engagement	Public Involvement Plan						3				16	24	6			49
		Community Survey										16	36	4			56
		Branding and Graphic Support										4	8	40			52
		Advisory Committee (2)	8		2			1			12	4	4	4			35
		Task Force Coordination	4								4						8
		Council Worksessions (2)	6					1			6	6		2			21
		Phase 1 Engagement Summary									6	16	4	8			34
Subtotal	0	18	0	2	0	0	5	0	0	28	62	76	64	0	0	255	
3	Data Collection	Document Reviews	1				8				4						13
		Development Plans	2				4				4						10
		Traffic Volumes	2				40				6						48
		Traffic Flow Map	1				4				4						9
		Replica O-D	1				20				4						25
		Asset Condition	1				20				4						25
		Traffic Signal Timing			4		40										44
		Data-Collection Memo	2		2		20	1			6						31
		Subtotal	0	10	0	6	0	156	1	0	0	32	0	0	0	0	0
4	Existing Conditions Analysis	Intersection Operations (30)	1		2		80				4						87
		Summary Chapter	1				6	1			8						16
		Subtotal	0	2	0	2	0	86	1	0	0	12	0	0	0	0	0
5	Transportation Forecasts	Land Use (ex + 1 future scenario)	2				40				20						62
		Model Runs (3 scenarios)	2				30				30						62
		Replica O-D Check	1				12				4						17
		Subtotal	0	5	0	0	0	82	0	0	0	54	0	0	0	0	0
6	Future Needs / Major Street Map	Network Development	20		8		80				40						148
		Typical Sections (6)	1	4			48	1			2						56
		Major Street Map	1		4		40	1			6						52
		Subtotal	0	22	4	12	0	168	2	0	0	48	0	0	0	0	0
7	Five-Year CIP	Prioritized List (15 proj)s	1	4	1	4	30	1			30						71
		Planning-Level Costs	2	4			12				8						26
		Subtotal	1	6	5	4	0	42	1	0	0	38	0	0	0	0	0
8	Phase 1 TMP Document	Draft Document	4		4		40	2			40						90
		Traffic Impact Study Guidelines	6		6		6				12						30
		Development Review Revisions	2		2						2						6
		Subtotal	0	12	0	12	0	46	2	0	0	54	0	0	0	0	0
GRAND TOTAL		5	106	9	56	0	580	12	0	0	307	62	76	64	14	4	1,295

Labor Costs			
	Hours	Hourly Rate	Dollars
Proj Princ	5	123.00	615
Proj Mgr	106	102.50	10,865
Rdwy Eng	9	61.50	554
Sr. Traffic Eng	56	78.93	4,420
Traffic Eng	-	53.30	-
Traffic EIT	580	43.05	24,969
QC	12	97.38	1,169
Sr. CADD Tech	-	-	-
CADD Tech	-	-	-
Sr. Planner	307	59.45	18,251
Pub Inv Lead	62	63.55	3,940
Pub Inv Specialist	76	25.63	1,948
Graphic Design	64	35.88	2,296
Admin	14	41.00	574

Subconsultants/Vendors	
GHA (Traffic Counts)	6,870
MARC (staff modeling time)	2,400
Total Subconsultants	9,270
Estimated Direct Costs	
Postage	
Travel	155
Total Direct Costs	155

Estimated Costs plus Fixed Fee	
Labor Total	69,723
Multiplier	3.14
Labor and Overhead	218,929
Dir Design Expenses (Dir Costs)	155
Total	219,084
Fee Estimate	
Labor Fee Plus Expenses	219,084
Subconsultants/Vendors	9,270
Total	228,354

Transportation Master Plan - Liberty, MO
Hour and Fee Estimate - HDR Engineering, Inc.

7/18/2023

		Hours															Total Hrs
		Proj Princ	Proj Mgr	Rdwy Eng	Sr. Traffic Eng	Traffic Eng	Traffic EIT	QC	Sr. CADD Tech	CADD Tech	Sr. Planner	Pub Inv Lead	Pub Inv Specialist	Graphic Design	Admin	Clerical	
Phase 2																	
1	Phase 2 Project Management	Ongoing Management (8 mos)	3		4						6	6	6		8	3	36
		Core Team (8)		24		8					24	24	24				104
		Subtotal	3	24	0	12	0	0	0	0	0	30	30	30	0	8	3
2	Phase 2 Public / Stakeholder Engagement	Advisory Committee (1)		4		2					6	2	6	2			23
		Council Work Session (1)		4					1		4	4	6	2			21
		Branding and Graphic Support										4	8	40			52
		Additional Material Development															0
		On-line Public Meeting (1)										8	24	12			44
		Engagement Summary Update/Addendum						2				12		4			18
		Subtotal	0	8	0	2	0	0	4	0	0	10	30	44	60	0	0
3	Data Collection	Active Transportation Map		4			40	1			12						57
		Active Transportation Facility Toolbox		2			12	1			12						27
		Complete Streets Guidelines		2			6	1			12						21
		Subtotal	0	8	0	0	0	58	3	0	0	36	0	0	0	0	0
4	Public Transit	Commute Transit Analysis		4			12				8						24
		Paratransit Needs		2			4				6						12
		Transit Memo (1-3 pgs)		2			4	1			6						13
		Subtotal	0	8	0	0	0	20	1	0	0	20	0	0	0	0	0
5	Safety	Historical crash analysis		2			40				20						62
		Prioritized list (20)		2			60				20						82
		Cost Estimates		2	20		30				8						60
		Crash Costs		1			20				4						25
		Benefit-Cost Analysis		1			20				4						25
		Next Steps for Funding		1		2					2						5
		Safety TMP Chapter		2			30	1			20						53
		Subtotal	0	11	20	2	0	200	1	0	0	78	0	0	0	0	0
6	Long-Term CIP	Prioritized Project List (15)	1	4	1	4				20	1						51
		Planning-Level Costs		2	4		12				8						26
		Subtotal	1	6	5	4	0	32	1	0	0	28	0	0	0	0	0
7	Signal Systems	Self-Assessments		1		6					2						9
		Inventory		2		4	12	40									58
		Field Evaluation (1 day)		1		16	16	16									49
		Minimum Standards Doc (1-3 pgs)		1		8	6	12	1								28
		Improvement Needs & Costs		2		10	12	24	1								49
		Subtotal	0	7	0	44	46	92	2	0	0	2	0	0	0	0	0
8	Access Management	AM Guidelines (15-20 pgs)		12		60	80				20						172
		Subtotal	0	12	0	60	0	80	0	0	0	20	0	0	0	0	0
9	Other Topics	Parking		1							2						3
		Funding		1		2					4						7
		Big Data		2		1	4				2						9
		Monitoring		1		2	4				2						9
		Unit Pricing		2	20	4			1								27
		Subtotal	0	7	20	9	8	0	1	0	0	10	0	0	0	0	0
10	Final TMP Document	Draft		4		4	40	2			60						110
		Final		2		2	20	1			16						41
		Subtotal	0	6	0	6	0	60	3	0	0	76	0	0	0	0	0
GRAND TOTAL		4	86	25	137	54	342	15	0	0	232	60	74	60	8	3	1,100

Labor Costs			
	Hours	Hourly Rate	Dollars
Proj Princ	4	126.00	504
Proj Mgr	86	105.00	9,030
Rdwy Eng	25	63.00	1,575
Sr. Traffic Eng	137	80.85	11,076
Traffic Eng	54	54.60	2,948
Traffic EIT	342	44.10	15,082
QC	15	99.75	1,496
Sr. CADD Tech	-	-	-
CADD Tech	-	-	-
Sr. Planner	232	60.90	14,129
Pub Inv Lead	60	65.10	3,906
Pub Inv Specialist	74	26.25	1,943
Graphic Design	60	36.75	2,205
Admin	8	42.00	336

Subconsultants/Vendors	
Total Subconsultants	0
Estimated Direct Costs	
Reproduction services	
Postage	
Travel	449
Total Direct Costs	449

Estimated Costs plus Fixed Fee	
Labor Total	64,325
Multiplier	3.14
Labor and Overhead	201,981
Dir Design Expenses (Dir Costs)	449
Total	202,430
Fee Estimate	
Labor Fee Plus Expenses	202,430
Subconsultants/Vendors	-
Total	202,430

City of Liberty – Transportation Master Plan
Phase 1 Schedule (to be revisited when Phase 2 approved)

HDR | 2.Aug.2023

Council Approval of Contract: **8/14/2023**

Notice to Proceed: **8/15**

Kick-off Meeting: **week of 8/21**

Draft Public Stakeholder Engagement Plan: **9/15**

Data-Collection Memo: **week of 12/18**

Existing Conditions Summary Chapter: **1/19/2024**

Transportation Forecast Results: **2/16**

Draft Major Street Map / Typical Sections: **4/19**

Five-Year CIP: **6/14**

Phase 1 TMP Document: **7/19**



CITY COUNCIL ACTION REPORT

Meeting Date: August 14, 2023

A/R No.: 2023-619

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE AMENDING ORDINANCE NO. 11721 APPROVING A
CONTRACT WITH PRECISION CONSTRUCTION & CONTRACTING FOR THE 2023
CONCRETE FLATWORK REPLACEMENT PROJECT

Summary:

- Approve a final Ordinance amending Ordinance No. 11721
 - Provides a final quantity reconciliation for all line items to final installed quantities
 - Adjusts the contract amount from the original contract amount of \$288,616.81 to a final total of \$325,039.08

Background:

The original \$288,616.81 contract with Precision Construction & Contracting (PCC) was approved by the City Council on February 27, 2023 (Ordinance No. 11721). The original ordinance authorized the \$288,616.81 contract amount with authorization to spend up to \$331,910.00. This contract has remained within the authorized contingency.

This action reconciles all contract line items for the 2023 Concrete Flatwork Replacement Project. Reconciliation involves adjusting all line items from their original estimated quantities to final installed quantities. This final reconciliation adjusts the contract by \$36,422.12 from \$288,616.81 to \$325,038.93. Major additional work included full depth concrete repair, curb and gutter, driveways and full depth concrete repair.

Staff recommends approval of an Ordinance amending Ordinance No. 11721, establishing a contract with Precision Construction & Contracting (PCC) for the 2023 Concrete Flatwork Replacement Project, by increasing the contract amount by \$36,422.12 from \$288,616.81 to \$325,039.08.

Previous Action (if applicable):

- The Citizen Sales Tax Oversight Committee reviewed the project at the Feb. 9, 2023 meeting and determined it meets voter intent.
- The City Council approved Ordinance 11721 at the Feb. 27, 2023 Council meeting

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Completed/Recommended: 02-09-2023
Public Safety Sales Tax Oversight	Completed/Recommended:

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

Financial Considerations:

Budgeted:	Line Item: 50.75.604.36.7515	Amount: Final Amount:
	Line Item:	\$325,039.08
		Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2023-619 Reconcile 2023 Concrete - ORD
2. Final Change Order

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 11721 APPROVING A CONTRACT
WITH PRECISION CONSTRUCTION & CONTRACTING (PCC) FOR THE 2023
CONCRETE FLATWORK REPLACEMENT PROJECT

WHEREAS, on February 27, 2023 City Council approved Ordinance No. 11721 approving a contract between the City of Liberty and PCC in an amount not to exceed \$288,616.81;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby amends Ordinance No. 11721 approving a contract by and between the City of Liberty and Precision Construction & Contracting (PCC) for the 2023 Concrete Flatwork Replacement Project by increasing the contract amount from TWO HUNDRED THOUSAND SIX HUNDRED SIXTEEN AND 81/100 DOLLARS (\$288,616.81) to a final contract amount of THREE HUNDRED TWENTY FIVE THOUSAND THIRTY NINE AND 08/100 DOLLARS (\$325,039.08) thereby proving a final contract line item quantity reconciliation. A copy of said amendment being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

Contract Change Order

Project Title	(Public Works) 2023 Concrete Flatwork Replacement	Contractor	Precision Construction & Contracting, LLC - DBA PCC
Project Number	PW-23-002	Contact	Nathan Schoeck
Change Order Number	2	Phone	4843691000
Date Submitted	Jul 31, 2023 10:31 AM	Address	600 SW Jefferson St, Suite 204 Lees Summit, MO 64063
Date Approved	Aug 3, 2023 4:01 PM		
Page	1 of 2	Email	n.schoeck@pcc.build

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

Bid Item Changes

- 1] Full Depth Concrete Pavement Repair. Contract Qty: 8048.00, Actual Qty: 9373.54 / Additional -0.459999999999913 SF @ \$14.54 = \$136,291.27
- 2] ADA Curb Ramp. Contract Qty: 17.00, Actual Qty: 18.00 / Additional 0 EA @ \$1554.87 = \$27,987.66
- 3] Concrete Curb and Gutter, Removal & Replacement. Contract Qty: 1684.00, Actual Qty: 2034.00 / Additional 244 LF @ \$49.00 = \$99,666.00
- 4] Sidewalk Removal & Replacement (4"). Contract Qty: 2732.00, Actual Qty: 2277.00 / Additional -455 SF @ \$14.75 = \$33,585.75
- 5] Concrete Cross Pan & Drive Way (6"). Contract Qty: 614.00, Actual Qty: 1159.00 / Additional 40 SF @ \$14.75 = \$17,095.25
- 6] Mill and Overlay (1.5"). Contract Qty: 83.00, Actual Qty: 65.00 / Additional -18 SY @ \$160.20 = \$10,413.00

New Line Items

By this change, time of completion and/or price adjustment is:

Time Extension: Yes ☐ No ☒

If yes, # of days: 0

☒ The agreed Lump Sum price for this change order work is \$2,944.46

☐ The agreed cost for the Extra Work above will not exceed

☐ By Contract Unit Price

☐ By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$2,944.46

Time Adjustment: 0 days

Cost this Change Order	\$2,944.46	Statement of Contract Time	Days	Date
Estimated or Exact	Exact	Date of Notice to Proceed		03/06/2023
Original Contract Price	\$288,616.81	Original Contract Days	145	
Total of all Approved Changes	\$33,477.66	Computed Date of Completion		07/28/2023
Orders including this CCO	\$36,422.12	Time Extension Days this CCO	0	
% of Original Contract	12.6	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$325,038.93	Extended Date of Completion		12/20/2023

Approved By:

1] Joshua Martinez, Capital Projects Engineer - Jul 31, 2023 @ 10:32 AM

2] Nathan Schoeck, Project Manager - Aug 2, 2023 @ 4:02 PM

3] John Findlay, City Engineer - Aug 3, 2023 @ 9:58 AM

4] Sherri McIntyre, Director of Public Works - Aug 3, 2023 @ 4:01 PM

Greg Canuteson
Mayor, City of Liberty

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Sherri McIntyre, Director of Public Works - Aug 3, 2023 @ 4:01 PM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: August 14, 2023

A/R No.: 2023-625

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: RESOLUTION ACCEPTING THE 2023 CONCRETE FLATWORK
REPLACEMENT PROJECT WITH PRECISION CONSTRUCTION & CONTRACTING

Summary:

- Approve a Resolution accepting the 2023 Concrete Flatwork Replacement project and authorizing final payment to Precision Construction & Contracting (PCC)

Background:

This action accepts the 2023 Concrete Flatwork Replacement Project and allows release of retainage which has been held per the project contract.

Staff recommends acceptance of a Resolution accepting the 2023 Concrete Flatwork Replacement Project as completed by Precision Construction & Contracting (PCC) thereby authorizing the release of all retainage.

Previous Action (if applicable):

- The Citizen Sales Tax Oversight Committee reviewed the project at the Feb. 9, 2023 meeting and determined it meets voter intent.
- The City Council approved Ordinance 11721 at the Feb. 27, 2023 Council meeting

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Completed/Recommended: 02-09-2023
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 50.75.604.36.7515	Amount: \$325,039.08
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	

	Funding Source:	Amount:
--	-----------------	---------

Attachments:

1. RES Accept 2023 Concrete Flatwork Replacement
2. 2023 Concrete Flatwork Replacement Project Final Change Order

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE 2023 CONCRETE FLATWORK REPLACEMENT
PROJECT WITH PRECISION CONSTRUCTION & CONTRACTING

WHEREAS, the project has been completed by Precision Construction & Contracting (PCC); and

WHEREAS, the project has been constructed in accordance with the plans and specifications of the City of Liberty;

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby accept the 2023 Concrete Flatwork Replacement Project (#23-002);

PASSED by the City Council of Liberty, Clay County, Missouri, this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Contract Change Order

Project Title	(Public Works) 2023 Concrete Flatwork Replacement	Contractor	Precision Construction & Contracting, LLC - DBA PCC
Project Number	PW-23-002	Contact	Nathan Schoeck
Change Order Number	2	Phone	4843691000
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New Line Items

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% of Original Contract	12.6	Total Time Ext Days all CCOs	0	
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Greg Canuteson
Mayor, City of Liberty

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Sherri McIntyre, Director of Public Works - Aug 3, 2023 @ 4:01 PM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.



CITY COUNCIL ACTION REPORT

Meeting Date: August 14, 2023

A/R No.: 2023-623

Department: Administration

Submitted By: Shawwna Funderburk,
Chief Strategic Operations Officer

Subject: ORDINANCE APPROVING A CONTRACT WITH THE KANSAS CITY AREA TRANSPORTATION AUTHORITY FOR A THREE-MONTH IRIS PILOT ON-DEMAND TRANSPORTATION PROGRAM THROUGH WHC (ZTRIP) FROM SEPTEMBER 1, 2023 THROUGH NOVEMBER 30, 2023

Summary:

- Daily on-demand transportation service from 6 a.m. to 10 p.m. seven days per week.
- Trips within the boundaries of the City of Liberty will have a fare of \$3.
- Trips leaving or coming from borders outside of Liberty will follow the IRIS pricing structure within Kansas City, MO.
- All fare revenues will be retained by KCATA.
- A three-month IRIS pilot program through WHC (zTrip) on-demand transportation program, from September 1, 2023 through November 30, 2023.
- WHC (zTrip) contracts with KCATA to provide IRIS transportation services in the Kansas City region.
- The IRIS (zTrip) on-demand transportation program includes para-transit services.

Background:

City staff attended an information gathering meeting with representatives from zTrip (IRIS) on June 26, 2023 at Gladstone City Hall along with the City of Gladstone, City of North Kansas City, City of Parkville, and City of Riverside. The IRIS service is an on-demand transportation solution with service from 6 a.m. to 10 p.m. seven days a week. The service includes para-transit services.

The contract is for a three-month IRIS (zTrip) pilot program effective beginning September 1, 2023 through November 30, 2023, for \$14,000 per month, totaling \$42,000. The City of Gladstone entered their three-month pilot program on July 1, 2023. The City of Riverside entered their three-month pilot program on August 1, 2023. It's our understanding that The City of North Kansas City and The City of Parkville are working with WHC (zTrip) and KCATA to negotiate terms for their pilot programs.

During the three-month pilot program, trips within the boundaries of the City of Liberty will have a fare of \$3. The entire City of Liberty will be included within the program during the three-month trial period. Trips leaving or coming from borders outside of Liberty will follow the IRIS pricing structure within Kansas City, MO. The KCATA will retain all fare revenues. WHC (zTrip) contracts with KCATA to provide IRIS transportation services in the Kansas City region.

According to WHC (zTrip), the IRIS service has steadily seen increasing ridership with a 25% + increase since the program was implemented; the average ride rating is 4.73 stars out of 5 stars; and IRIS drivers have a 95% average on-time performance. WHC (zTrip) has been servicing the Kansas City region since 1987 with trained, professional and courteous drivers; branded, clean and safe vehicles; with ADA-Compliant operators and vehicles.

The goals of the IRIS (zTrip) service are to expand access to public transportation within KCMO and surrounding communities in areas currently underserved by transit; and to create, deploy and operate an innovative mobility system that maximizes transit accessibility by incorporating dynamic, on-demand flex service to complement traditional transit services. Data will be gathered during the three-month pilot program and such data will be used to create an ongoing IRIS (zTrip) service for the City of Liberty, if approved by the City Council. The cost of an annual on-going contract for IRIS (zTrip) service with the KCATA will be dependent upon rider demand, service scope, ride fare structure, etc.

Riders can schedule trips through the "IRIS" App (RideCo, Inc.) which can be downloaded for free on Apple iOS and GooglePlay. The "IRIS" App enables riders to make on-demand and pre-scheduled ride reservations. Riders can pay electronically through the "IRIS" App. Riders not using smart phones can also call a traditional customer service center to schedule an IRIS (zTrip) ride, and arrange payment methods at that time.

City staff will also be working with Gladstone, North Kansas City, Parkville, and Riverside (the Northland Five) to also create and coordinate a "Northland" zTrip (IRIS) transportation service, to be reviewed and approved by each City's respective elected bodies. City staff will attend the next Northland Five meeting in Riverside on August 17, 2023. The IRIS (zTrip) flex transportation solution could also be utilized by employers for workforce transportation needs, if they choose to participate individually with their businesses, or possibly as part of a larger partnership with the City.

Previous Action (if applicable):

None

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X Budget Committee	Completed/Recommended: 8/2/23
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 52.95.141.08.5399	Amount: \$42,000
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	

	Funding Source:	Amount:
--	-----------------	---------

Attachments:

1. ORD - IRIS KCATA
2. zTrip Presentation for City of Liberty - IRIS Program
3. Liberty KCATA 2023 3 month contract Draft_Bynum Sig Signed 8.8.2023

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A THREE-MONTH KANSAS CITY AREA
TRANSPORTATION AUTHORITY (KCATA) CONTRACT FOR IRIS (ZTRIP) FLEX
TRANSPORTATION SERVICE PILOT PROGRAM WITHIN THE CITY OF
LIBERTY, EFFECTIVE SEPTEMBER 1, 2023 THROUGH NOVEMBER 30, 2023

WHEREAS, the City of Liberty wishes to provide flexible and innovative transportation solutions for the citizens of Liberty; and

WHEREAS, the goals of IRIS (zTrip) Flex Transportation Service is to provide expanded access to public transportation to surrounding communities within the Kansas City region, in areas underserved by transit; as well as to create, deploy and operate an innovative mobility system that maximizes transit accessibility through dynamic, on-demand flex transit service; and

WHEREAS, the three-month IRIS (zTrip) pilot program will provide on-demand transportation service and para-transit service through all of Liberty from 6:00 a.m. through 10:00 p.m. seven days a week, beginning September 1, 2023 through November 30, 2023, for a fare of \$3.00 per ride; and

WHEREAS, the three-month IRIS (zTrip) pilot program will cost \$14,000 per month for a total not to exceed \$42,000; and

WHEREAS, the KCATA three-month Contract for IRIS (zTrip) Flex Transportation Service Pilot Program within the City of Liberty will be effective September 1, 2023 through November 30, 2023;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves the Kansas City Area Transportation Authority three-month Contract for IRIS (zTrip) Flex Transportation Service Pilot Program by and between the City of Liberty and the KCATA, 1200 East 18th Street, Kansas City, Missouri, 64108, in an amount not to exceed FORTY-TWO THOUSAND DOLLARS (\$42,000), effective September 1, 2023 through November 30, 2023, said Contract being incorporated by reference herein and available for review as required by law.

ORDINANCE NO. _____ (CONT.)

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

That 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 City Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



IRIS Microtransit Program Overview For Council Budget Committee

August 2, 2023



Program Goals

- KCATA seeks to expand access to public transit in the City of Kansas City, Missouri and potentially surrounding communities in areas that are currently underserved by transit.
- Create, deploy and operate an innovative mobility system which maximizes transit accessibility and quality of service by incorporating recent innovations in transit, notably the use of dynamic, on-demand flex service to complement traditional transit services.

Partnership Approach

Current Program Partners include:



**KANSAS
CITY**

KCATA

zTrip

RIDE **CO**



Gladstone
MISSOURI

CITY OF
RIVERSIDE
MISSOURI
Upstream from ordinary.



NORTH
KANSAS CITY
Virtually Urban. Supremely Suburban.

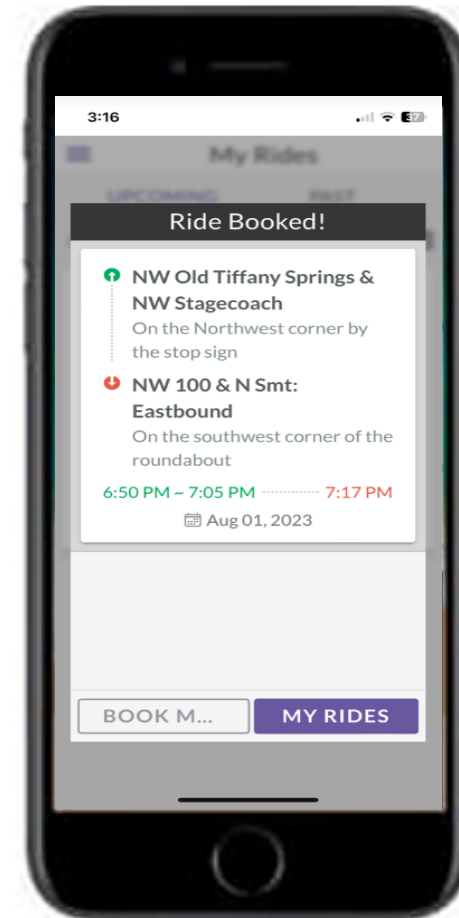
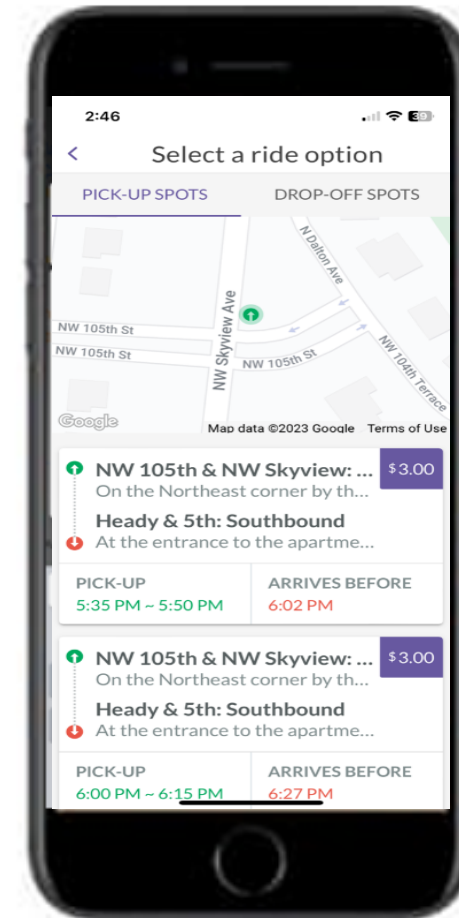
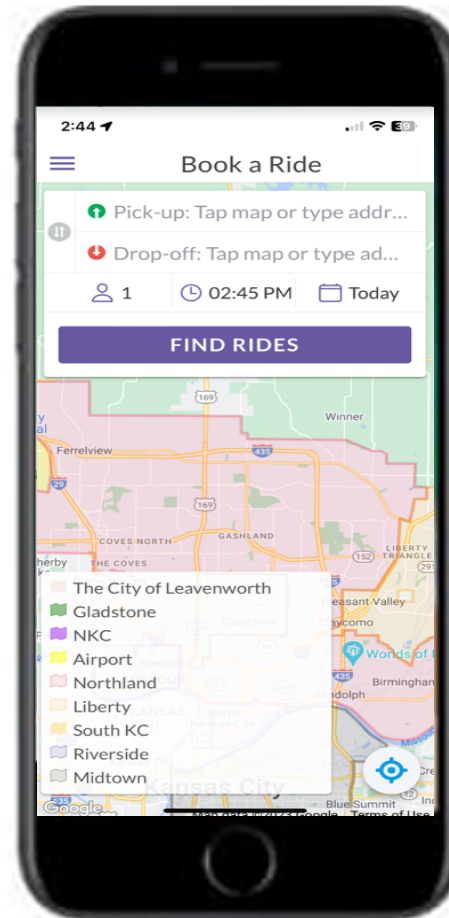
The Service

- Serving the Kansas City Region since 1987
- Trained, Professional and Courteous Drivers
- Branded, Clean and Safe Vehicles
- ADA-Compliant (both operators & vehicles)



The App

- Powered by RideCo
- Free download on iOS and GooglePlay
- On-Demand & Pre-scheduled Reservations
- Electronic Payments
- Dedicated Technology Team



Results

- Steadily Increasing Ridership
- 25%+ Shared Rides (increasing with ridership)
- Average Ride Rating: 4.73 stars out of 5
- 95% Avg On-Time Performance

*This was my first ride with Iris.
It was a great experience! I
enjoyed Meru's company,
she's a great driver.*



- Real Rider Feedback from Survey

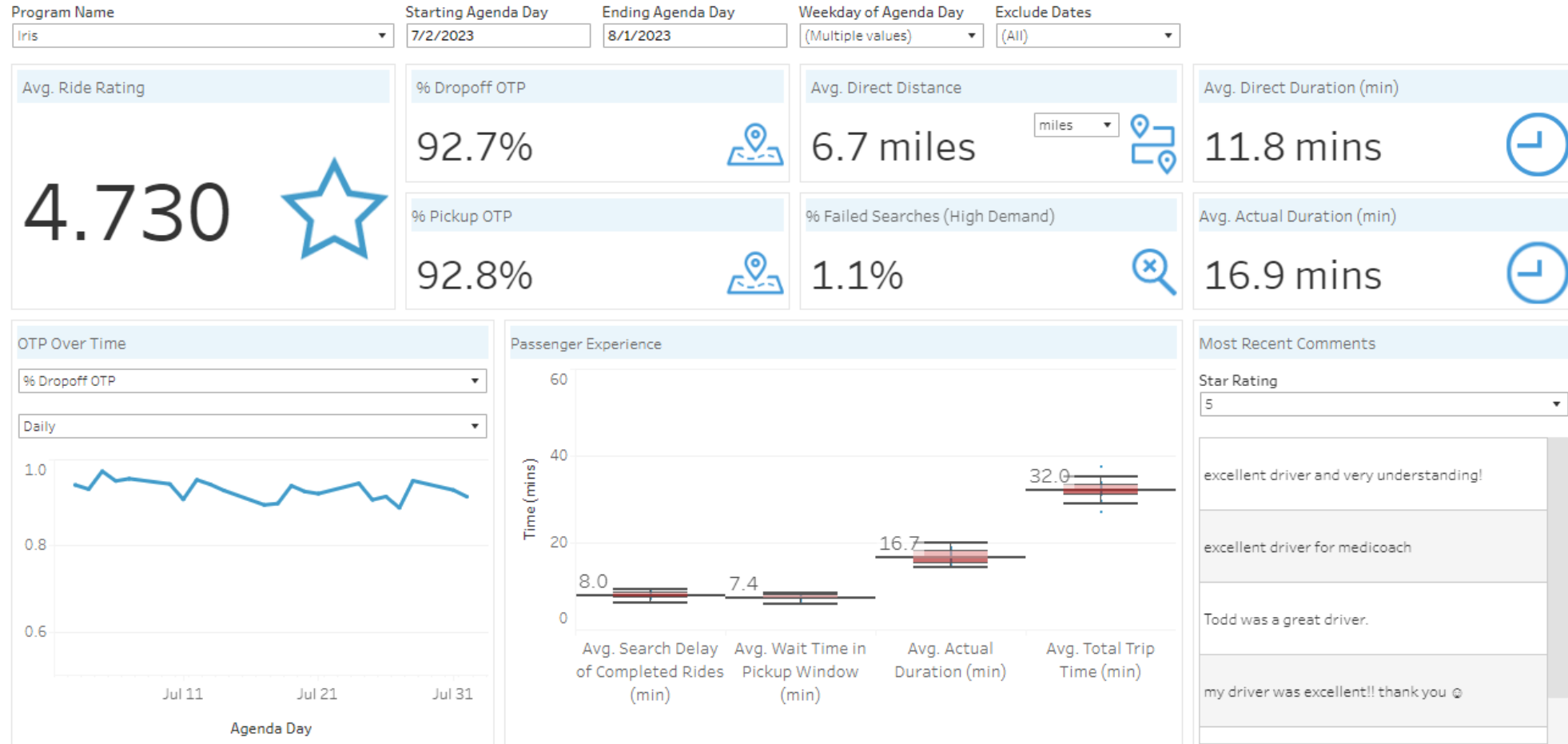
*"UN. BELIEVABLY. Nice.
Lady!!!!!!!!!!!!!!
..... I hope that SHE'S my
driver, for EVERY ride, from
RIGHT NOW, ON!!!!!!!!!!!!!! "*



- Real Rider Feedback from Survey

Results

Performance Dashboard: Customer Experience



Regional Statistics

City	Area (mi ²)	Population	Density (per mi ²)	Density Coefficient
Gladstone	8.1	27,017	3,335	0.30
Liberty	29.2	30,377	1,040	0.96
North Kansas City	4.6	4,548	989	1.01
Riverside	5.8	4,024	694	1.44
Parkville	15.5	7,810	504	1.98

Questions & Answers

KANSAS CITY AREA TRANSPORTATION AUTHORITY

A Contract for Transit Service

LIBERTY, MISSOURI

THIS CONTRACT entered into this ____ day of _____, 2023 by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the “KCATA”), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and the **CITY OF LIBERTY, MISSOURI** (hereinafter referred to as the “Community”).

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socio-economic wellbeing of the Kansas City Area Transportation District (hereinafter referred to as the “District”), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas;

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the Community requests IRIS transportation services from the KCATA through its third-party service provider WHC.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Community requests IRS transportation services (hereinafter referred to as “Contract Service”), set forth in Attachment “A,” be operated by the KCATA for the period September 1, 2023, through November 30, 2023.
2. The level of service, as generally set forth in Attachment “A,” shall not be reduced and changed or modified without the consent of the Community or cost will be adjusted. If the Community seeks an increase in IRIS transportation services then the parties will negotiate a new rate and increased contract amounts based on market rates.
3. The KCATA and the Community estimate the Community’s total payment for the service (hereinafter referred to as “Local Share”) to be **\$42,000** paid in advance of the start of any service each month or (based on current contract amount, Community will pay \$14,000 to KCATA on the 1st of each month). The price for this service as shown below is a flat rate

City of Liberty – 3 Month Contract
September 1, 2023 – November 30, 2023

for the three month pilot. The Community recognizes that for continued services beyond the pilot period the price charged is likely to be greater.

IRIS Service (3 Month Pilot)	\$ 42,000
Total Local Share	\$ 42,000

4. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract for public transit service shall be the sum of **\$42,000**.
5. The method of payment of the Local Share provided for in Paragraph “3” is as follows:
 - a. The Community’s monthly Local Share will be one-third of the Community’s portion of the estimated total local share for the three-month period.
 - b. The KCATA will invoice the Community for Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit the monthly Local Share by the first of the month service will be delivered.
6. General Provisions:
 - A. The parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the parties hereto.
 - B. This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
 - C. This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
 - D. Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
 - E. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party’s sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party

**City of Liberty – 3 Month Contract
September 1, 2023 – November 30, 2023**

such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing, or it shall be deemed given.

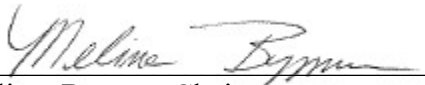
- F. In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- G. Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
7. This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this Contract, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.
8. The headings included in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.
9. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Bryce Shields, Community Engagement and Affairs Partner
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, MO 64108

If to City: _____

**City of Liberty – 3 Month Contract
September 1, 2023 – November 30, 2023**

THE KANSAS CITY AREA TRANSPORTATION AUTHORITY

By:  Date: _____
Melissa Bynum, Chair

THE CITY OF LIBERTY, MISSOURI

By: _____ Date: _____

Name and Title: Greg Canuteson, Mayor

Attachments

Attachment A: Contract Service

**City of Liberty – 3 Month Contract
September 1, 2023 – November 30, 2023**

ATTACHMENT “A”

CITY OF LIBERTY, MISSOURI CONTRACT SERVICE

IRIS provides a daily demand responsive service from 6 AM to 10 PM. Trips within the boundaries of the City of Liberty will have a fare of \$3. Trips leaving or coming from boarders outside of Liberty will follow the IRIS pricing structure within Kansas City, MO. All fare revenues will be retained by KCATA. This service will begin September 1, 2023



CITY COUNCIL ACTION REPORT

Meeting Date: August 14, 2023

A/R No.: 2023-624

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: ORDINANCE APPROVING THE PROPERTY ACQUISITION OF 427 MILL STREET

Summary:

PROPERTY ACQUISITION OF 427 MILL STREET FROM VRKC PROPERTIES, LLC.

Background:

The City is purchasing the property containing a metal building for use as a records retention facility, additional storage evidence and a police vehicle evaluation facility at 427 Mill Street in Liberty, Missouri. The purchase price was negotiated with VRKC Properties, LLC for an agreed upon price of \$525,000.00. Currently, record retention is stored in the basement of City Hall, a cave off of 210 Highway and in the police records area. It was the goal to either purchase a building or to construct a new facility to meet these needs. The 427 E Mill Street building is currently up for sale and has been evaluated by both the Police and City Staff and we can renovate the existing building to meet our needs. Funding has been allocated through one-time funding sources.

The legal description of the property is Lots 5 and 6, Michael Arthurs Addition, to the City of Liberty, Clay County, Missouri.

The location of the property is close to City Hall and will provide convenient access to the records. The building will be sectioned off so that police will have covered space to investigate impounded vehicles and provide officers space to write reports as well. Evidence storage will need to be secured with only authorized access by police personnel.

The building has recently been painted, but additional exterior grounds and parking areas will be improved to provide a better street view associated with the property.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

x Budgeted:	Line Item: 11.95.140.36.7401	Amount: \$525,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. ORD Property Acquisition of 427 Mill Street
2. Commercial Contract for Property Acquisition at 427 E Mill Street

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PROPERTY ACQUISITION OF 427 MILL STREET

WHEREAS, there is a need for a records retention facility, and

WHEREAS, there is need for evidence storage, and

WHEREAS, there is a need for covered vehicle evidence analysis, and

WHEREAS, the property at 427 Mill Street is for sale and through negotiations an agreed price has been negotiated for the purchase, 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 the purchase order between the City of Liberty and VRKC Properties, LLC for the purchase of 427 Mill Street, Lots 5 and 6, Michael Arthurs Addition, to the City of Liberty, Missouri, for the amount of FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS, (\$525,000.00), a copy of said commercial real estate sales contract are by reference herein and available for review.

SECTION II

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: VRKC Properties, LLC
BUYER/TENANT: City of Liberty, Missouri
PROPERTY ADDRESS: 427 E Mill St Liberty Clay MO 64068
Street Address City County State Zip

DATE OF CONTRACT: _____

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or (in Missouri only) Disclosed Dual Agents. **LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.**

Licensee Assisting Seller/Landlord is acting as: (Check applicable)

- ☐ Seller's/Landlord's Agent
- ☒ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Transaction Broker
- ☐ Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- ☐ N/A-Seller(s) is not represented
- ☐ Sub Agent

Licensee Assisting Buyer/Tenant is acting as: (Check applicable)

- ☐ Seller's/Landlord's Agent
- ☐ Buyer's/Tenant's Agent
- ☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Transaction Broker
- ☐ Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- ☒ N/A, Buyer(s) is not represented
- ☐ Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- ☒ **Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
- ☐ **Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO. Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

Cordell King dotloop verified 08/05/23 6:58 AM CDT REJV-KTNE-OBT9-KCJZ Christopher V. King dotloop verified 08/05/23 10:17 AM CDT UBQV-NWHL-PMUS-CYAR Charles Small dotloop verified 08/04/23 9:01 PM CDT 90EG-8QI7-HTAU-EJ20	DATE _____ DATE _____ DATE _____	[Signature] dotloop verified 08/04/23 9:01 PM CDT CWRE-TUWA-VUXU-EEFN N/A dotloop verified 08/04/23 9:01 PM CDT CWRE-TUWA-VUXU-EEFN Charles Small dotloop verified 08/04/23 9:01 PM CDT CWRE-TUWA-VUXU-EEFN	DATE <u>8/4/23</u> DATE <u>N/A</u> DATE _____
--	---	--	--

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 06/04. All previous versions of this document may no longer be valid. Copyright January 2015

COMMERCIAL REAL ESTATE SALES CONTRACT

PARTIES: This contract ("Contract") is made between:

SELLER: VRKC Properties, LLC, and **BUYER:** City of Liberty, Missouri and is effective as of the date of acceptance on the last signature on this Contract (the "Effective Date").

2. PROPERTY: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate described in Exhibit A (Legal Description) attached hereto, such to be verified by the Title Company, together with any buildings and improvements thereon, and all personal property used in the operation of the buildings and improvements, including, if any, all mechanical systems, fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor coverings, storm windows and doors, screens and awnings, keys, and including the following:

all of which is commonly known and numbered as 427 E Mill Street, in the City of Liberty in Clay County, State of Missouri. Such real estate and other property shall be collectively referred to in this Contract as the "Property".

3. EXCEPTIONS: The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title Insurance"), zoning ordinances and laws and the following existing leases or tenancies: There are no tenancies within the building at the time of contract.

4. PURCHASE PRICE: The Purchase Price is Five Hundred Twenty Five Thousand DOLLARS (\$525,000.00) which Buyer agrees to pay as follows:

a. Five Thousand DOLLARS (\$5,000.00) at the signing of this Contract as Earnest Money, such to be deposited upon execution of this Contract within (10 days if the Property is located in Missouri) or (5 days if the Property is located in Kansas), in the insured trust or escrow account of Thomson Affinity Title ("Escrow Agent") as part of the consideration of the sale;

b. The balance to be paid in the following manner: Five Hundred Twenty Thousand DOLLARS (\$520,000.00), in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for pro-rations, closing costs and other agreed expenses, and [state other payment or financing terms if any]
no financing terms to be included.

5. CLOSING AND POSSESSION DATE(S): Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of Thomson Affinity Title, 1000 Middlebrook Drive, Liberty MO 64068 on or before the 15th day of August, 2023 or prior thereto by mutual consent, and possession shall be delivered upon closing or as follows: upon closing and recording.

6. EXISTING FINANCING: Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage or deed of trust, Buyer shall, at Closing, reimburse Seller for any principal reductions not already considered in computing payments of purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.

7. PRORATIONS: The rents, income and expenses from the Property, and the interest on any existing mortgages or deeds of trust to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, pro-ratio shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

8. TITLE INSURANCE: Seller shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title in Buyer in the amount of the Purchase Price as of the time and date of recording of Seller's Warranty Deed (the "Deed"), subject only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than ten (10) days after the Effective Date of this Contract, cause to be furnished to Buyer a current commitment to issue the title policy (Title Commitment), to be issued through Thomson Affinity Title (the "Title Company"). Buyer shall have ten (10) days after receipt of the Title Commitment (the "Title Review Period") in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall have five (5) days after receipt of Buyer's written notice of objections to cure such objections ("Title Cure Period").

If Seller does not cure the objections by the end of the Title Cure Period or if Seller and Buyer have not agreed to extend the Title Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no later than five (5) days after the end of the Title Cure Period.

(Check one) ☐ Seller ☐ Buyer assume responsibility for paying for a survey and shall order a survey of the Property as soon as possible and not later than () days after the Effective Date of this Contract. Unless otherwise objected to in writing by Buyer or Seller within five (5) days of delivery of the survey, the survey will be accepted as being correct for the Property and there will be no objections to such.

9. INSPECTIONS: Seller shall grant Buyer reasonable access to the Property for seven (7) days after the Effective Date of this Contract (the "Inspection Period") for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or surveys as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. Buyer agrees to provide Seller with a copy of any written reports resulting from such inspections within five (5) days of the completion of said inspections. With regard to any deficiencies identified during the inspection by Buyer which Buyer requests be corrected, Seller shall have two (2) days (the "Cure Period") after seller's receipt of Buyer's written notice of such inspection issues to define in an Amendment to this Contract how and when such deficiencies will be cured. If Seller elects not to cure the deficiencies within the time frame defined in such Amendment, then this Contract shall automatically be terminated unless Buyer waives the objections no later than two (2) days after the end of the Cure Period. Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in the paragraph entitled "INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION" of this Contract. In addition, Buyer, or Buyer's representatives, may re-inspect the Property before Closing upon reasonable notice to Seller.

10. DUE DILIGENCE: Buyer will have seven (7) days after the Effective Date of this Contract to perform due diligence (the "Due Diligence Period") for the purpose of exploring and obtaining approval of governmental authorities for the intended purpose of the Property and any changes in zoning, if necessary. Upon presentation by Buyer to Seller of the written refusal(s) of such governmental authorities to Buyer's requests for approval of such intended purposes and zoning prior to the expiration of the Due Diligence Period, Buyer may deliver written notification to Seller to cancel this Contract and this Contract will be terminated. In the absence of such termination notice, the Inspections and Due Diligence shall be deemed to be satisfactory to Buyer.

11. REPRESENTATIONS: Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract. Buyer agrees to assume full responsibility for completing Buyer's Due Diligence in such a manner as to answer all questions necessary to make the decision to purchase the Property.

12. REAL ESTATE BROKER: Seller and Buyer agree that Charles Small with Reece Commercial, BROKER(S), identified in the Commercial Agency and Broker Disclosure Addendum which is a part of this Contract, is(are) the only real estate broker(s) negotiating this sale, and Seller agrees to pay a sales commission pursuant to the agreement between Seller and BROKERS(S). Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

13. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver into escrow the Deed, a Bill of Sale for any non-realty portion of the Property, and all other documents and funds necessary to complete the Closing. The Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions. At or before the Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the Title Company can issue the title policy with only the Permitted Exceptions.

14. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. UPON NOTICE OF SUCH OCCURRENCE, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract.

Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

15. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

16. TERMINATION: If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money Deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

17. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer upon written demand.

(b) If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer and, at Seller's option, either retain the Earnest Money Deposit as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money Deposit represents as fair an approximation of such actual damages as the parties can now determine), or pursue any other remedy and damages available at law or in equity. If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

18. DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS: The Escrow Agent shall not distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money Deposit, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within thirty (30) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds or documents within thirty (30) days after receiving written notice of cancellation of this Contract, shall constitute consent to the distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand. If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money Deposit or from other funds deposited with the Escrow Agent. Seller and Buyer release all brokers and licensees from any and all liability in regards to this Contract, for cancellation of this Contract and disbursing the Earnest Money Deposit or other escrowed funds or documents.

19. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

20. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract) shall be in writing and shall be served by hand delivery, by prepaid U. S. Postal Service certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

21. DEADLINE FOR ACCEPTANCE: Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) August 3, 2023 or (ii) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn.

22. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

189 **23. ADDENDA:** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract (**Check**
 190 **Those Which Are Applicable**):

- | | |
|---|--------------------------------|
| ☒ Exhibit A (Legal Description) | ☐ Other |
| ☒ Commercial Agency & Brokerage Disclosure Addendum | ☐ Other |
| ☐ Other | ☐ Other |

191
 192 **24. ADDITIONAL TERMS:** _____

193
 194 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT**
 195 **BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE**
 196 **SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY**
 197 **AUTHORIZED TO EXECUTE THIS CONTRACT.**
 198

SELLER: VRKC Properties, LLC

By: Cordell King dotloop verified
08/05/23 6:58 AM CDT
KOLV-YGWI-MZWA-DNYJ

Name & Title: Cordell King, Member

By: Christopher V. King dotloop verified
08/05/23 10:17 AM CDT
XB5L-RSQ5-RPPL-MLSC
 Date

Name & Title: Christopher V King, Member

Address:

Street

City State Zip
 Telephone #:
 TAX ID #

BUYER: City of Liberty, Missouri

By: City Administrator Date

Name & Title:

By: [Signature] 8/4/23
 Date

Name & Title:

Address: 101 E Kansas St, Liberty MO 64068

Street

City State Zip
 Telephone #:
 TAX ID #

FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT

Listing Broker: Reece Commercial Real Estate

Listing Agent: Charles Small

Selling Broker:

Selling Agent:

Escrow Agent: Thomson Affinity Title

Closing Agent: Greg Thomson

Telephone #: 816-407-5224

Telephone #: 816-407-5224

Telephone #:

Telephone #:

Telephone #: 816-792-0077

Telephone #: 816-476-7103

Exhibit A
Legal Description

204

205

206

207

208

Lots 5 and 6, Michael Arthurs Addition, to the City of Liberty, Clay County, Missouri



CITY COUNCIL ACTION REPORT

Meeting Date: August 14, 2023

A/R No.: 2023-621

Department: Planning & Development

Submitted By: Katherine Sharp, Director
Planning & Development

Subject: RESOLUTION ACCEPTING TRACT 17, CLAY RIDGE 4TH PLAT, AND TRACT A, CLAY BROOKE 1ST PLAT, OF THE CITY OF LIBERTY, MISSOURI

Summary:

- The owner of two tracts in the Clay Ridge and Clay Brooke Subdivision is conveying the two properties to the City.
- The lots should have been included in the parkland dedication for the properties in the 1990s.
- One of the lots is currently used as parkland and the other will be part of a future sidewalk trail.

Background:

Jim Robertson notified City staff that two properties which should have been conveyed to the City as parkland in the 1990s are still under his name. Staff verified that the properties were shown on the plans and plats as parkland. Mr. Robertson signed the Warranty Deeds conveying the property to the City. The deeds will be recorded at the County and become City property.

Previous Action (if applicable):

- Clay Ridge 4th plat was approved in 1994.
- Clay Brooke 1st plat was approved in 1997.

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. Resolution for Claybrooke Clay Meadows Land Donation
2. LibertyGISMap_2022
3. Warranty Deeds

RESOLUTION NO. _____

RESOLUTION ACCEPTING TRACT 17, CLAY RIDGE 4 TH PLAT,
AND TRACT A, CLAY BROOKE 1 ST PLAT, OF THE CITY OF LIBERTY, MISSOURI

WHEREAS, the City Council of the City of Liberty, Missouri (the “City”) is committed to providing added open space to the community; and

WHEREAS, the attached map has been reviewed and is consistent with areas intended to be dedicated as parkland in Clay Ridge 4th Plat and Clay Brooke 1st Plat; and

WHEREAS, the City Council of the City of Liberty has reviewed the request of the property owner and agreed to accept the land;

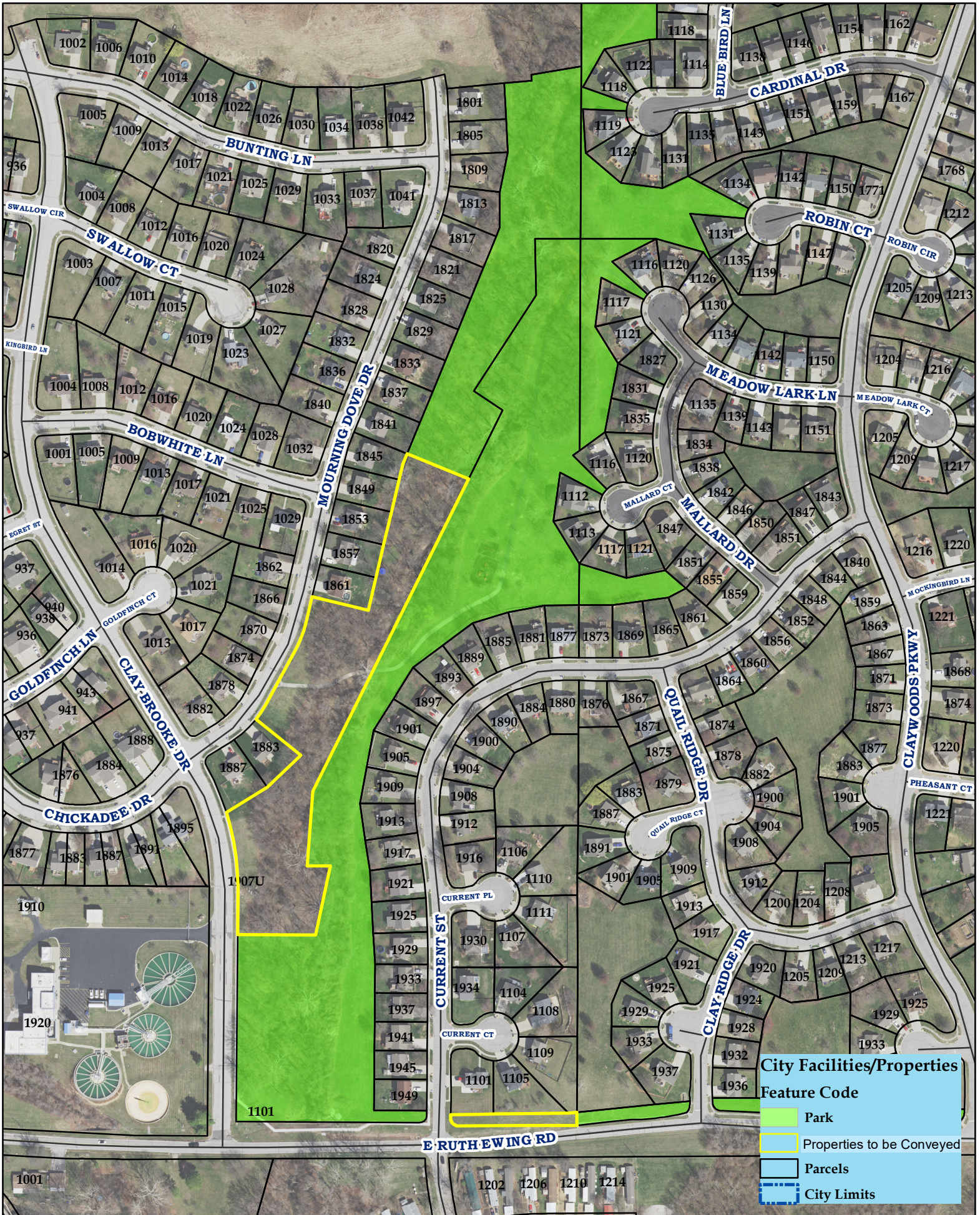
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI, that the acceptance of the land is hereby approved, incorporated by reference herein and available for review as required by law;

PASSED by the City Council and APPROVED by the Mayor of the City of Liberty, Missouri, this ____ day of _____, 2023.

Mayor

ATTEST:

Deputy City Clerk



Park Properties

Document Title:	Warranty Deed
Document Date:	_____, 2023
Grantor's Name:	Robertson Properties, Inc., a Missouri corporation
Grantee's Name:	Mayor, Councilmen and Citizens of the City of Liberty, Missouri
Grantee's Statutory Address:	101 E. Kansas Street, Liberty, MO 64068
Legal Description:	Clay Brooke, 1 st Plat, Tract A, according to the recorded plat thereof
Reference Book and Page:	

WARRANTY DEED

THIS WARRANTY DEED ("Deed"), made on this ____ day of _____, 2023, by and between ROBERTSON PROPERTIES, INC., a Missouri corporation, of the County of Clay, State of Missouri ("Grantor"), and MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, MISSOURI, of the County of Clay, State of Missouri ("Grantee"). (Mailing address of said Grantee is 101 E. Kansas Street, Liberty, Missouri 64068).

WITNESSETH:

That Grantor, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it paid by Grantee (the receipt of which is hereby acknowledged), does by these presents, Grant, Bargain, Sell and Convey unto the Grantee, its successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Clay and State of Missouri, to-wit:

Clay Brooke, 1st Plat, Tract A, according to the recorded plat thereof.

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has the right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it; and that it will warrant and defend the title to the said premises unto the said Grantee

and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

ROBERTSON PROPERTIES, INC., a Missouri corporation

By: [Signature]
Printed Name: JAMES D. ROBERTSON
Title: PRES

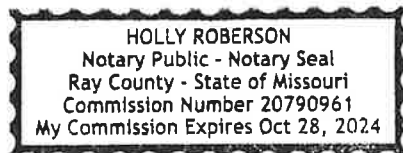
STATE OF MISSOURI)
) SS.
COUNTY OF CLAY Ray)

ON THIS 31 day of July, 2023, before me, personally appeared James Robertson, to me known, who being by me duly sworn, did say that he/she is the President for ROBERTSON PROPERTIES, INC., and that said Deed was signed on behalf of said limited liability company, and acknowledged said Deed to be the free act and deed of said limited liability company.

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

[Signature]
Notary Public

My Commission Expires: Oct 28, 2024



Document Title:	Warranty Deed
Document Date:	_____, 2023
Grantor's Name:	Robertson Properties, Inc., a Missouri corporation
Grantee's Name:	Mayor, Councilmen and Citizens of the City of Liberty, Missouri
Grantee's Statutory Address:	101 E. Kansas Street, Liberty, MO 64068
Legal Description:	Clay Ridge, 4 th Plat, Tract 17, according to the recorded plat thereof
Reference Book and Page:	

WARRANTY DEED

THIS WARRANTY DEED ("Deed"), made on this ____ day of _____, 2023, by and between ROBERTSON PROPERTIES, INC., a Missouri corporation, of the County of Clay, State of Missouri ("Grantor"), and MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, MISSOURI, of the County of Clay, State of Missouri ("Grantee"). (Mailing address of said Grantee is 101 E. Kansas Street, Liberty, Missouri 64068).

WITNESSETH:

That Grantor, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it paid by Grantee (the receipt of which is hereby acknowledged), does by these presents, Grant, Bargain, Sell and Convey unto the Grantee, its successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Clay and State of Missouri, to-wit:

Clay Ridge, 4th Plat, Tract 17, according to the recorded plat thereof.

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has the right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it; and that it will warrant and defend the title to the said premises unto the said Grantee

and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

ROBERTSON PROPERTIES, INC., a Missouri corporation
By: [Signature]
Printed Name: JAMES A ROBERTSON
Title: PRES

STATE OF MISSOURI)
) SS.
COUNTY OF ~~CLAY~~ Ray)

ON THIS 31 day of July, 2023, before me, personally appeared James Robertson, to me known, who being by me duly sworn, did say that he/she is the President for ROBERTSON PROPERTIES, INC., and that said Deed was signed on behalf of said limited liability company, and acknowledged said Deed to be the free act and deed of said limited liability company.

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

[Signature]
Notary Public

My Commission Expires: Oct 28, 2024

