



Agenda

City Council Regular Session

Monday, December 11, 2023 - 7:00 PM
Council Chambers

- I. Call to Order**
- II. Invocation and Pledge of Allegiance**
 - A. COUNCIL MEMBER JEFF WATT
- III. Roll Call**
- IV. Approve Minutes and Summaries**
- V. Citizens' Participation**
- VI. Meeting Schedule**
- VII. Consent Agenda**
 - A. MOTION TO APPROVE THE PURCHASE OF A POLICE DEPARTMENT VEHICLE FROM LANDMARK DODGE IN INDEPENDENCE, MISSOURI IN AN AMOUNT NOT TO EXCEED \$42,600.00
 - B. RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR IMPROVEMENTS AT 14 MOSS AVE, A RESIDENTIAL STRUCTURE IN THE PROSPECT HEIGHTS HISTORIC DISTRICT, A 353 TAX ABATEMENT PROJECT
 - C. RESOLUTION APPOINTING DIRECTORS TO THE LIBERTY PARKWAY PLAZA COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS
 - D. RESOLUTION ACCEPTING THE SANITARY SEWER IMPROVEMENTS FOR THE FULKERSON ESTATES PROJECT
 - E. RESOLUTION ACCEPTING THE SANITARY SEWER IMPROVEMENTS FOR THE 1628 SOUTHVIEW DRIVE PROJECT
 - F. TEMPORARY EVENT LIQUOR LICENSES FOR HISTORIC DOWNTOWN LIBERTY, INC.
 - 1. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR HISTORIC DOWNTOWN LIBERTY, INC. ON MAIN, KANSAS, FRANKLIN AND WATER STREETS ON SATURDAY, FEBRUARY 17, 2024, FOR THE 14TH ANNUAL LET'S WINE ABOUT WINTER EVENT
 - 2. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR HISTORIC DOWNTOWN LIBERTY, INC. ON MAIN, KANSAS, FRANKLIN AND WATER STREETS ON OCTOBER 3, 2024, FOR THE 3RD ANNUAL WITCHES' BREW
 - G. RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC BEVERAGES SERVICE APPLICATION FOR A SMALL/PRIVATE EVENT TO BE HELD ON DECEMBER 23, 2023

VIII. Public Hearings

IX. Ordinances, Contracts and Resolutions

- A. ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD OF NOVEMBER 17, 2023 TO DECEMBER 1, 2023
- B. ORDINANCE APPROVING THE ACQUISITION OF 9 N. WATER STREET FROM KMW PROPERTY MANAGEMENT, LLC
- C. ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION AGREEMENT FOR THE ACQUISITION OF ARTWORK FROM ALBERT RHEA IN AN AMOUNT NOT TO EXCEED \$9,000.00 TO BE USED FOR PUBLIC EXHIBITION
- D. HISTORIC DOWNTOWN LIBERTY, INC. (HDLI)
 - 1. PRESENTATION OF HDLI ANNUAL REPORT
 - 2. ORDINANCE APPROVING A SERVICES AGREEMENT WITH HISTORIC DOWNTOWN LIBERTY, INC. IN AN AMOUNT NOT TO EXCEED \$40,000.00
- E. SPORTS APPAREL UNIFORMS
 - 1. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH CHALLENGER TEAMWEAR GROUP FOR FY 2024 ADULT AND YOUTH SPORTS APPAREL – YOUTH SOCCER IN AN AMOUNT NOT TO EXCEED \$15,607.50
 - 2. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH CUSTOM GRAPHICS FOR FY 2024 ADULT AND YOUTH SPORTS APPAREL – YOUTH BASEBALL/SOFTBALL, BASEBALL CAPS AND VOLLEYBALL IN AN AMOUNT NOT TO EXCEED \$22,187.00
 - 3. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH TW CUSTOM BRANDING FOR FY 2024 ADULT AND YOUTH SPORTS APPAREL – BASKETBALL, BITTY SPORTS, AND ADULT SPORTS CHAMPIONSHIP SHIRTS IN AN AMOUNT NOT TO EXCEED \$31,454.40
- F. ORDINANCE APPROVING AN AMENDMENT TO THE CODE OF THE CITY OF LIBERTY, MISSOURI, CHAPTER 25 – STREETS AND SIDEWALKS, ARTICLE VI. SECTIONS 25-30, 25-34 AND 25-41
- G. ORDINANCE AMENDING CHAPTER 8 "CEMETERIES," OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI
- H. RESOLUTION APPROVING THE CITY OF LIBERTY, MISSOURI RULES AND REGULATIONS FOR CITY-OWNED CEMETERIES
- I. ORDINANCE OF THE CITY OF LIBERTY, MISSOURI AMENDING CHAPTER 7, ARTICLE XV, RELATING TO VIDEO SERVICES PROVIDERS IN COMPLIANCE WITH CHANGES IN MISSOURI LAW

- J. ORDINANCE APPROVING AN AGREEMENT FOR CITY OF LIBERTY PROJECT PW-23-017, "CITY RECORDS AND POLICE EVIDENCE STORAGE FACILITY SCOPING, ESTIMATE AND ACQUISITION PROJECT" WITH WELLNER ARCHITECTS, INC. IN AN AMOUNT NOT TO EXCEED \$51,114.00
- K. ORDINANCE APPROVING AN AGREEMENT WITH MYRICK MECHANICAL FOR THE PURCHASE AND INSTALLATION OF TWO NEW HVAC UNITS (RTU #3 & RTU #4) LOCATED AT THE LIBERTY COMMUNITY CENTER FOR AN AMOUNT NOT TO EXCEED \$38,895.00
- L. ORDINANCE APPROVING A CONTRACT WITH ZIPCO CONTRACTING, INC. TO REMODEL THE FIRST AND SECOND FLOOR BATHROOMS PROVIDING ADA COMPLIANT PUBLIC BATHROOMS AND FIRST FLOOR LOBBY IN AN AMOUNT NOT TO EXCEED \$152,050.00
- M. 2024 ANNUAL BUDGETS
 - 1. ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI FOR THE FISCAL YEAR 2024
 - 2. ORDINANCE ADOPTING THE ANNUAL PARK AND PARKS SALES TAX BUDGETS FOR THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI FOR THE FISCAL YEAR 2024
- N. RESOLUTION APPROVING THE 2024 TO 2029 STREET CAPITAL IMPROVEMENT PLAN FOR 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 ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-755

Department: Police

Submitted By: Nathan Mulch, Police
Lieutenant

Subject: MOTION TO APPROVE THE PURCHASE OF A POLICE DEPARTMENT
VEHICLE FROM LANDMARK DODGE IN INDEPENDENCE, MISSOURI IN AN
AMOUNT NOT TO EXCEED \$42,600.00

Summary:

- In September of 2022 the Police Department ordered six 2023 Ford Police Interceptor Utility vehicles. Due to supply chain issues and a worker strike, the Police Department still has not received delivery of those vehicles from Ford.
- In October, the Police Department created the Impact Unit, which is composed of a sergeant and two police officers. The primary focus of this unit is to concentrate their efforts on solving community problem areas, reducing high crime areas, and improving the quality of life for the citizens of Liberty.
- The addition of the Impact Unit has caused a strain on the availability of the Police Department's fleet vehicles. The Police Department quickly realized the need to add another vehicle, which would be assigned to the Impact Unit Sergeant.
- The purchase of a 2023 Dodge Durango Pursuit will provide immediate relief for the Police Department's fleet. Landmark Dodge currently has this vehicle in stock and the Police Department can take immediate possession of the vehicle.
- The Police Department is making this purchase with funds from its 2023 General Fund Budget.

Background:

Bid Process:

Through a competitive bid process, Landmark Dodge was awarded the Metropolitan Area Council of Public Procurement (MACPP) Price Agreement in 2022. In the past years, MACPP pricing has been used for police vehicle purchases. Staff is recommending the City continue the use of this award to secure the 2023 Police vehicle.

The Police Department is recommending the purchase of one Dodge Durango Pursuit vehicle to add to its fleet. The following is the price of Landmark Dodge (MACPP Metro Vehicle Bid Award):

- 2023 Dodge Durango Pursuit \$42,600.00

The Police Department recommends the use of the lowest and best bid through the Metropolitan Area Council of Public Procurement price provided by Landmark Dodge of Independence, MO.

The \$42,600.00 cost of this purchase is provided through the 2023 Police Department 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: 10.40.500.36.7101	Amount: \$42,600.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Quote from Landmark Dodge for the 2023 Police Vehicle

LANDMARK DODGE CHRYSLER JEEP
1900 S NOLAND RD
INDEPENDENCE, MO 640551316

Configuration Preview

Date Printed: 2023-11-28 2:08 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 004C0 City of Liberty Police
Departm
FAN 2:
Client Code:
Bid Number: TB3129
PO Number:

Sold to:
LANDMARK DODGE CHRYSLER JEEP (44378)
1900 S NOLAND RD
INDEPENDENCE, MO 640551316

Ship to:
LANDMARK DODGE CHRYSLER JEEP (44378)
1900 S NOLAND RD
INDEPENDENCE, MO 640551316

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	135
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	LNF	Black Left LED Spot Lamp	610
	ADL	Skid Plate Group	330
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB3129	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595
Total Price:			<u>47,080</u>

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address: USA
Instructions:

PSP Month/Week:
Build Priority: 99

Your cost \$42,600.00 for the Durango
5/100 Maximum Care \$4,980.00
Thanks.

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 11, 2023

A/R No.: 2023-743

Department: Planning & Development

Submitted By: Jeanine Thill, Community Development Manager

Subject: RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR IMPROVEMENTS AT 14 MOSS AVE, A RESIDENTIAL STRUCTURE IN THE PROSPECT HEIGHTS HISTORIC DISTRICT, A 353 TAX ABATEMENT PROJECT

Summary:

An application for a Certificate of Appropriateness (COA) for exterior improvements made as a result of financial incentives provided by the City must be reviewed by the Historic District Review Commission (HDRC) and forwarded to the City Council with a recommendation.

Background:

The owner is planning to take advantage of the City's Chapter 353 Tax Abatement Program for exterior improvements at 14 Moss Ave., Prospect Heights Historic District.

Previous Action (if applicable):

An application for a COA was approved by the HDRC at their regular meeting on November 7, 2023 and by LMRC on November 29, 2023.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: LMRC	Completed/Recommended: 11.29.23

Financial Considerations:

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

Attachments:

1. RESOLUTION 14 Moss Ave, a Chapter 353 Tax Abatement
2. StaffReport 14 Moss Ave 23-009PH Siding, windows, corbels 353
3. 14 Moss Meeting Excerpt Nov 7 2023

RESOLUTION NO. _____

A RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR IMPROVEMENTS AT 14 MOSS AVENUE, PROSPECT HEIGHTS HISTORIC DISTRICT

WHEREAS, applications for a certificate of appropriateness for exterior alterations made as a result of financial incentives provided by the city must be reviewed by the HDRC and forwarded to the council with a recommendation; and

WHEREAS, a decision of the Historic District Review Commission to approve a certificate of appropriateness for exterior improvements at 14 Moss Ave., Prospect Heights Historic District, has been duly and properly presented to the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a certificate of appropriateness for exterior improvements at 14 Moss Ave., Prospect Heights Historic District, is hereby granted, according to the design specifications in the application for a certificate of appropriateness on file in the Department of Planning and Development and available for review as required by law.

BE IT FURTHER RESOLVED that said dwelling shall be in full compliance with all applicable standards and requirements as set forth in the City Code of the City of Liberty, Missouri.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



HDRC Case No. 23-009PH

Staff: Jeanine Thill, Community Development Manager

HDRC Meeting Date: November 7, 2023

GENERAL INFORMATION

Application: Certificate of Appropriateness for exterior improvements at 14 Moss Ave., a 353 Project

Applicant: Suzanne Goertz

Location: 14 Moss Avenue

District: Prospect Heights Historic District

NRHP Status/category: Contributing

File Date: October 25, 2023

SPECIFIC INFORMATION**SITE HISTORY**

This vernacular bungalow was built in 1911 and features wide overhanging eaves, a full width front porch with gabled roof and cornice returns. Brick columns support the porch roof on the corners, with square supports at the entry. The windows are one-over-one. The siding and trim are metal.

PROPOSAL DESCRIPTION

Siding: Remove non-historic materials, metal siding. Like in kind repairs to original lap siding.

Corbels: Eight custom-made 28"x22"x4" wood corbels to be placed on all four elevations, 16" from the windows on all four elevations at the gable roof, (see exhibit D)

Front Porch: Like in kind repairs to ceiling and like in kind replacement of front porch wood columns

Front Door: Refinish

Windows: Like in kind repairs to glass, damaged windows

ANALYSIS

Unified Development Ordinance ("UDO") - The Unified Development Ordinance outlines design principles that have been adopted for all historic districts and landmarks in the City of Liberty.

Design Guidelines ("DG") - Design Guidelines were established to give the HDRC general guidance in making subjective preservation choices in accordance with accepted best practices and the Secretary of the Interior standards for historic preservation.

DG: Sec. 30-72. District HP, design principles.	Staff Analysis
5. Exterior Walls UDO Design Principle: A structure's original walls, including masonry, siding, sheathing materials, and exposed foundations, shall be maintained and preserved. Walls, siding, and sheathing materials that may not be original but have acquired	Removal of the existing metal siding and like in kind repairs and improvements are

significance by virtue of age or craftsmanship shall also be maintained and preserved. These walls, siding and sheathing materials shall not be altered, covered or disguised by new building materials unless it is no longer feasible to maintain the significant materials. Masonry shall not be painted or stuccoed unless it is no longer feasible to maintain the significant materials. Restoration of original walls, siding, and sheathing materials is encouraged. Removal of false facades that cover or disguise original walls and materials is encouraged.

7. **Doors and windows:** Original doors and windows shall not be replaced unless there is substantial evidence that they are no longer serviceable or cannot be restored. Restoration of original entryways that may have been covered, altered, or removed over time is encouraged. Replacement doors and windows that imitate an earlier inappropriate style are discouraged. In general, existing openings shall not be covered or relocated. If additional entryways or service doors become necessary, they shall be located and designed in a sensitive manner. If it is necessary to expand original openings, it shall be accomplished in a manner that respects and complements the surrounding building elements, materials, and colors.

2. **Alterations:** Alterations shall restore a structure's original elements, materials, and appearance, if economically or physically feasible. Alterations affecting the exterior of a structure shall preserve all significant original exterior elements, including building materials, doors, windows, and decorative elements. Elements that are not original, but which may have acquired significance by virtue of age or craftsmanship, shall also be preserved. Alterations that disguise or sheath original elements and materials will not be permitted.

appropriate.

Like in kind repairs to the windows and the front door is appropriate.

The proposed corbels are appropriate.

STAFF RECOMMENDATION

The application meets the standards for review and guidelines therefore staff recommends approval of HDRC case #23-009PH.

ATTACHMENTS

1. Exhibit A: Vicinity Map
2. Exhibit B: Inventory Data Sheet
3. Exhibit C: Existing Conditions
4. Exhibit D: Drawings of proposed corbels



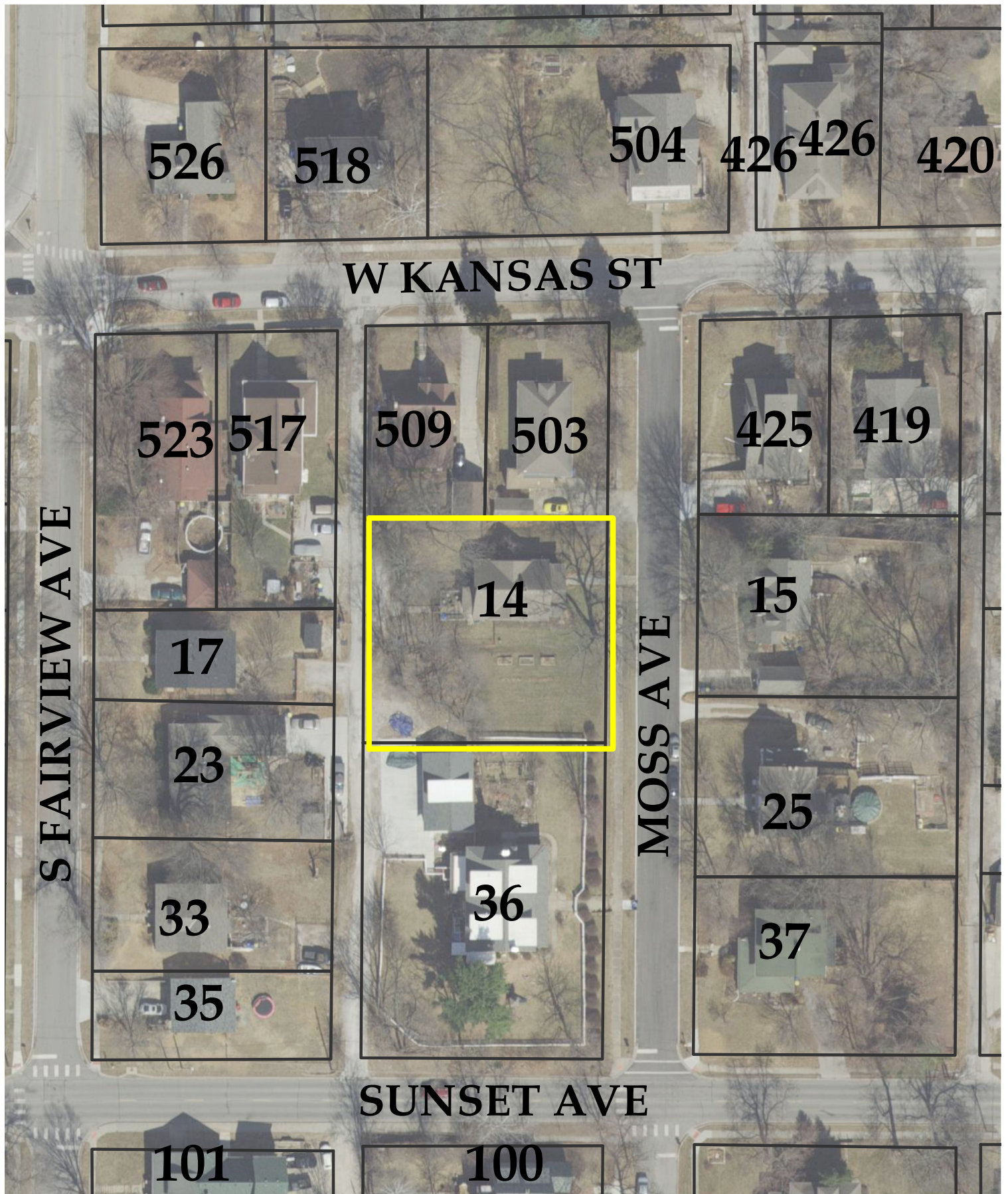
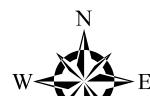
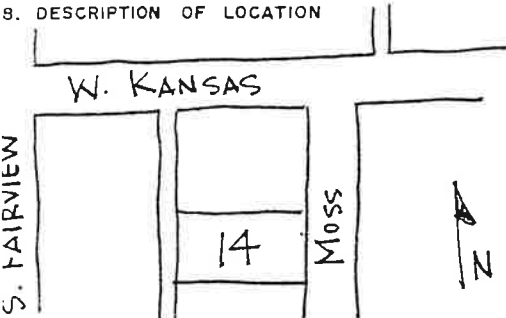


Exhibit A
VICINITY MAP



MISSOURI OFFICE OF HISTORIC PRESERVATION

ARCHITECTURAL/HISTORIC INVENTORY SURVEY FORM

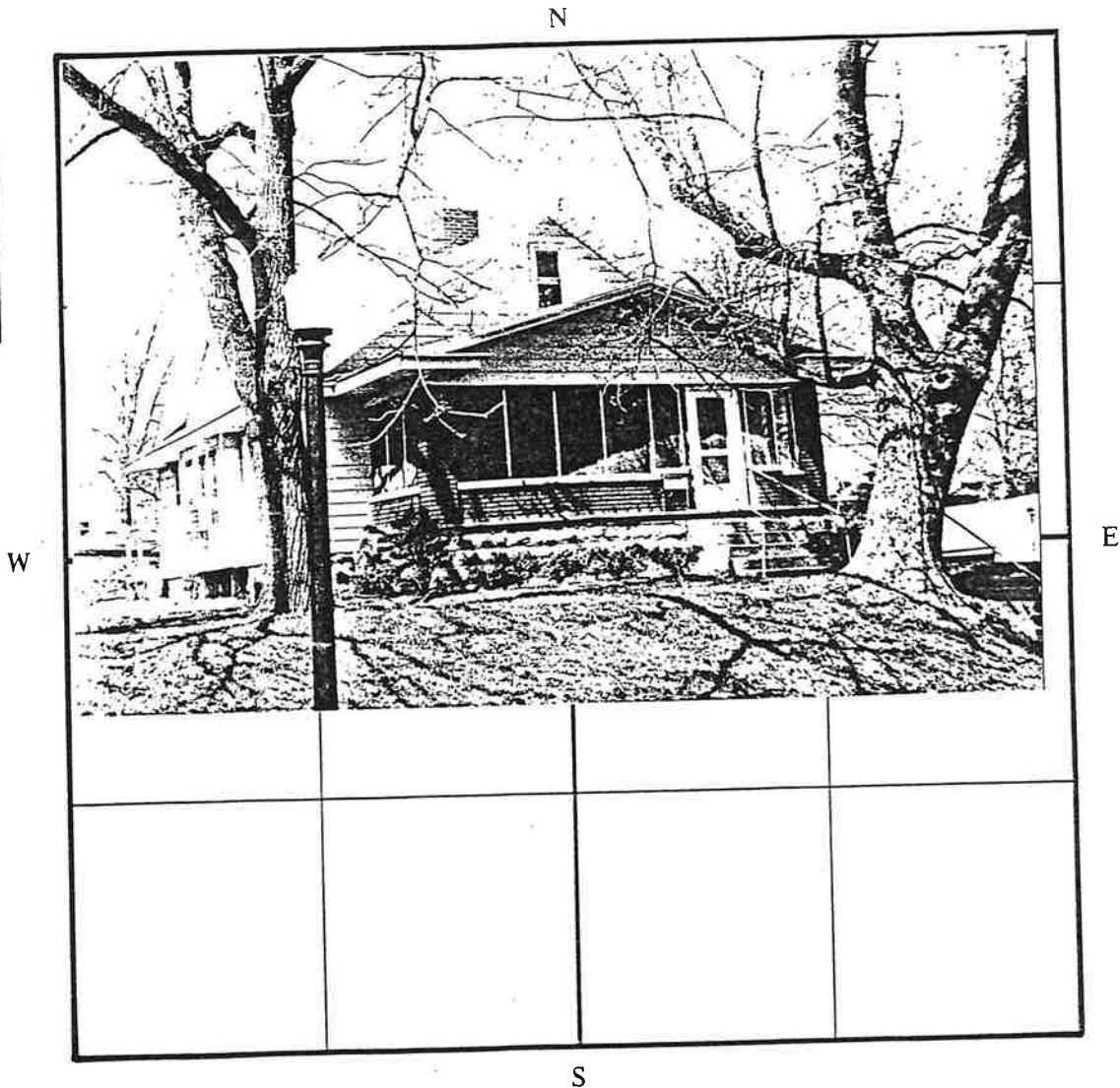
1. NO. H-19a		4. PRESENT LOCAL NAME(S) OR DESIGNATION(S) 14 Moss Av.		1. NO.	
2. COUNTY Clay		5. OTHER NAME(S)			2. COUNTY
3. LOCATION OF LIBERTY NEGATIVES Community Development					
6. SPECIFIC LEGAL LOCATION TOWNSHIP 31N RANGE 31W SECTION 7 IF CITY OR TOWN, STREET ADDRESS		16. THEMATIC CATEGORY		28. NO. OF STORIES 1	
7. CITY OR TOWN IF RURAL, VICINITY Liberty		17. DATE(S) OR PERIOD 1911		29. BASEMENT? YES (X) NO ()	
8. DESCRIPTION OF LOCATION 		18. STYLE OR DESIGN Craftsman bungalow		30. FOUNDATION MATERIAL stone	
9. COORDINATES UTM LAT N121,050 LONG E520,650		19. ARCHITECT OR ENGINEER		31. WALL CONSTRUCTION frame	
10. SITE () STRUCTURE () BUILDING (X) OBJECT ()		20. CONTRACTOR OR BUILDER		32. ROOF TYPE AND MATERIAL gable composition shingle	
11. ON NATIONAL REGISTER? YES () NO (X)		21. ORIGINAL USE, IF APPARENT residence		33. NO. OF BAYS FRONT 2 SIDE 3	
12. IS IT ELIGIBLE? YES () NO (X)		22. PRESENT USE residence		34. WALL TREATMENT clapboard	
13. OF ESTAB. DISTRICT? YES () NO (X)		23. OWNERSHIP PUBLIC () PRIVATE (X)		35. PLAN SHAPE rectangle	
14. DISTRICT POTENTIAL? YES (X) NO ()		24. OWNER'S NAME AND ADDRESS IF KNOWN David & Angie Sexton		36. CHANGES (EXPLAIN IN NO. 42) ADDITION () ALTERED (X) MOVED ()	
15. NAME OF ESTABLISHED DISTRICT		25. OPEN TO PUBLIC? YES () NO (X)		37. CONDITION INTERIOR EXTERIOR good	
42. FURTHER DESCRIPTION OF IMPORTANT FEATURES A vernacular expression of the Craftsman style, lacking the exposed rafters or eave brackets, but retaining the wide, overhanging eaves. The cross gable house has a lower, extended gable front porch with boxed cornice returns. The front porch has been screened, and has square brick porch supports. There is a box bay on the left, and an interior fireplace. Most of the windows have been replaced with 1/1; and exception is the leaded glass on the right.		26. LOCAL CONTACT PERSON OR ORGANIZATION Community Development Director		38. PRESERVATION UNDERWAY? YES () NO (X)	
43. HISTORY AND SIGNIFICANCE The house is a good example of the vernacular expression of the Craftsman style in the bungalow form. The house retains its integrity in design, materials, setting, and scale, and adds to the character of the neighborhood.		27. OTHER SURVEYS IN WHICH INCLUDED		39. ENDANGERED? BY WHAT? YES () NO (X)	
44. DESCRIPTION OF ENVIRONMENT AND OUTBUILDINGS There are several mature trees on the lot. The yard slopes up quite steeply from the street; there is a stone retaining wall and several steps leading up to the house.		46. PREPARED BY Deon Wolfenbarger		40. VISIBLE FROM PUBLIC ROAD? YES (X) NO ()	
45. SOURCES OF INFORMATION City water permits.		47. ORGANIZATION Community Development		41. DISTANCE FROM AND FRONTAGE ON ROAD 75'	
RETURN THIS FORM WHEN COMPLETED TO: OFFICE OF HISTORIC PRESERVATION P.O. BOX 176 JEFFERSON CITY, MISSOURI 65102 PH. 314-751-4096		48. DATE 4/87		49. REVISION DATE(S)	
IF ADDITIONAL SPACE IS NEEDED, ATTACH SEPARATE SHEET(S) TO THIS FORM		Exhibit B		5. OTHER NAME(S)	
				6. TOWNSHIP	
				RANGE	
				SECTION	

Sketch map of location

Site No. H-19aSection 7Township 51NRange 31W

Indicate the chief topographical features, such as streams and elevations. Also indicate houses and roads. Indicate the site location by enclosing the site area with dotted line. Note scale of map and portion of section included in sketch map. Include drawings, photographs, etc. on additional pages.

Indicate part of section included in sketch map.



Notes:

THIS IS PROBABLY THE ONE MOST IMPORTANT PART OF THIS DATA FORM!

Please Attach a copy of a topographic map with the site marked on it.

Existing Conditions:



Subject: Front porch, *ceiling - east side*
 Date: Oct 5, 2023 at 6:53:39 PM
 To: Suzie Goertz sgoertz715@gmail.com



From: Suzie Goertz sgoertz715@gmail.com
 Subject: North side-remove all metal
 Date: Oct 5, 2023 at 6:59:24 PM
 To: Suzie Goertz sgoertz715@gmail.com



South Side Existing Conditions, Original siding exposed:



Subject: West side of house
 Date: Oct 5, 2023 at 7:05:34 PM
 To: Suzie Goertz sgoertz715@gmail.com



Subject: West side showing new lap siding and current metal siding
 Date: Oct 5, 2023 at 7:17:17 PM
 To: Suzie Goertz sgoertz715@gmail.com



Exhibit C:
 Existing Conditions

Proposing eight custom made wood corbels for 14 Moss Ave. They are 28"x22"x4"
As seen on homes on West Franklin as an example. Drawing of custom-made wood corbels:

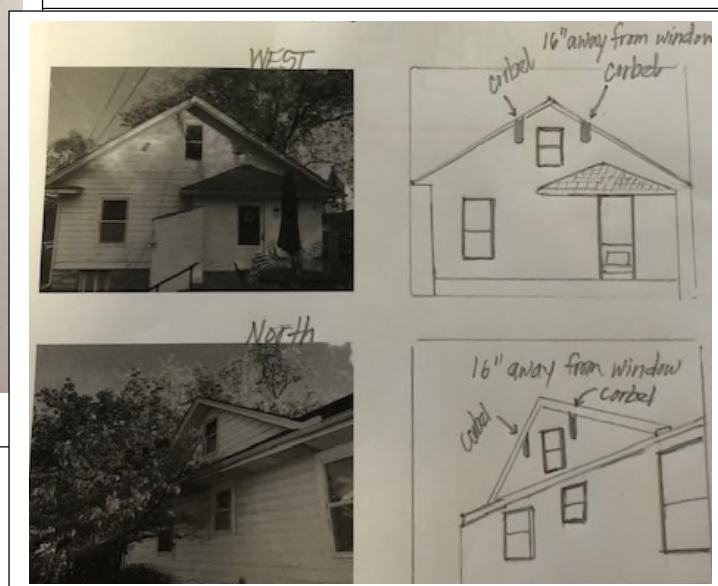
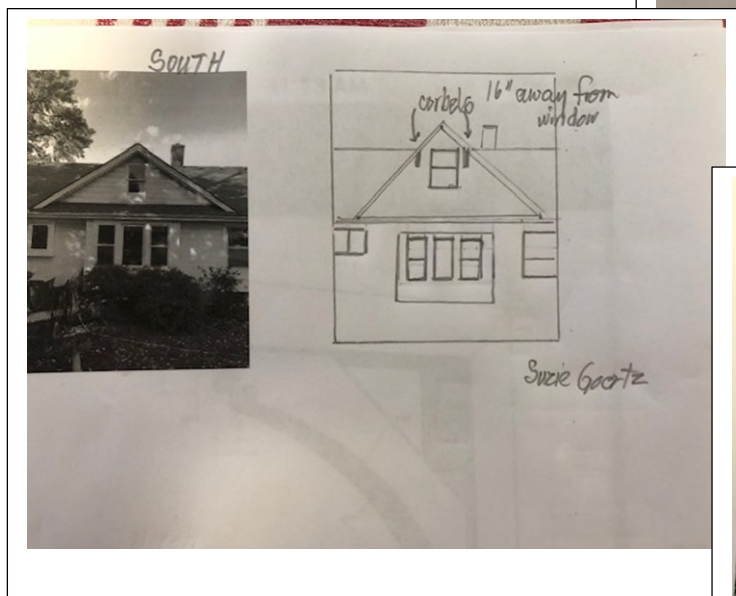
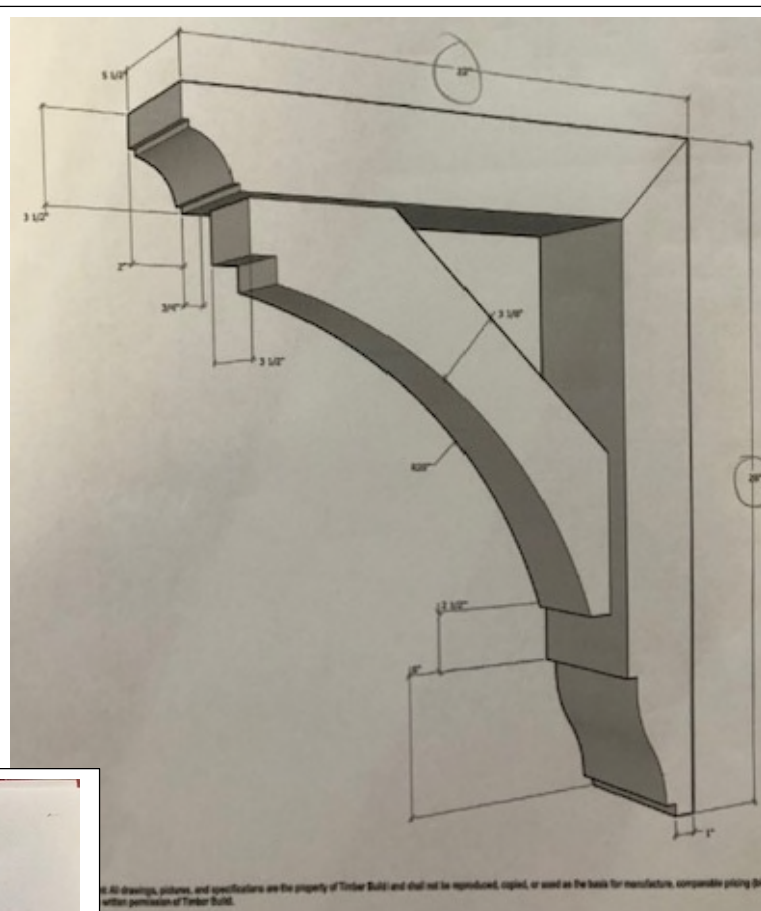


Exhibit D:
Drawing and placement
of proposed corbels

LIBERTY HISTORIC DISTRICT REVIEW COMMISSION
Meeting Excerpt
November 7, 2023
5:30 pm
City Council Chambers

HDRC Case#23-006PH Consideration of exterior improvements at 14 Moss Ave., Prospect Heights District, a 353 Tax Abatement project

- Vice Chairman Carr asked Ms. Thill if there was any evidence that corbels were on the home at some point in time.
- She interpreted the Historic Survey stating “that exposed rafters were missing from the home” as that perhaps corbels were there before the metal siding was installed many years ago. Adding that on this style of home, corbels would be appropriate.
- Commissioner Rinker commented that he read the historic survey as suggesting that the corbels were not there.
- Vice Chairman Carr commented that the style of the home is very simple, so they may have not been there. When the metal siding is removed, if there is evidence that they were there, he is comfortable with adding corbels to the home. But if when they remove the siding and there isn't evidence that they were there, then they should not be added to the home.
- The applicant asked if they need to amend if they don't find evidence of the corbels.
- The Commission agreed that an amended application would not be necessary.
- Vice Chairman Carr commented that there doesn't seem to be evidence in the historic photo that the wood columns on the front porch were originally there. They may have been added.
- The applicant said she felt comfortable with not having them there, if they are not needed to support the roof.
- Commissioner Drottz asked if they are replacing the front porch roof.
- The applicant said no, that it is wood and just needs to be cleaned. The soffits will be brought back to what was there originally and she felt they appeared to be in good shape when she removed a portion of the metal covering the soffits. If it is beadboard there may be holes that will need to be repaired.
- Commissioner Drottz said that while they are doing the work, she may want to have an engineer solve the problem with the front porch roof, if it sags after removing the existing wood columns. He suggested looking into an LVL, basically a thick /structural piece of plywood. He suggested 14 inch that would be up set into the porch ceiling. That would support it.
- The commission suggested that an engineer take a look at it.
- Commissioner Gray commented not putting the posts in would look nice.

A motion was made by Commissioner Rinker to approve the application as submitted with the amendment that if they find the corbels were originally part of the home, they should replace them, but if they don't find evidence that they were originally there, they should not be installed; because it meets the standards for review and the guidelines. The motion was seconded by Commissioner Aramjoo. The motion passed 7-0-0.

RESOLUTION NO. _____

RESOLUTION APPOINTING DIRECTORS TO THE LIBERTY PARKWAY PLAZA
COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS

WHEREAS, successor directors shall be appointed by the chief elected officer of the Municipality with the consent of the governing body of the Municipality by resolution according to a slate of directors submitted to the City Clerk of the Municipality by the Board of Directors in accordance with the procedures outlined in the Community Improvement District petition and Act; and

WHEREAS, a request dated November 22, 2023 was submitted by the Liberty Parkway Plaza Community Improvement District nominating the following individuals to serve four (4) year terms, commencing January 25, 2024 and expiring on January 25, 2028, as Directors of the District:

Owen Buckley
Lynne Buckley

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that these individuals are appointed to serve as Directors of the Liberty Parkway Plaza Community Improvement District for a term of four years;

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 11, 2023

A/R No.: 2023-744

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: RESOLUTION ACCEPTING THE SANITARY SEWER IMPROVEMENTS
FOR THE FULKERSON ESTATES PROJECT

Summary:

- Public sanitary sewer improvements were constructed to facilitate the development of Fulkerson Estates.
- The above referenced project has been completed and constructed according to the plans and specifications of the City of Liberty.

Background:

Fulkerson Estates is located south of Liberty Drive and west of Fulkerson Circle. The developer constructed a public sanitary sewer extension to facilitate the residential development. The public improvement was constructed by Breit Construction, LLC in accordance with City plans and specifications.

Staff recommends approving a resolution accepting public improvements to this project.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Resolution Accepting the Sanitary Sewer Improvements for the Fulkerson Estates Project

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE SANITARY SEWER IMPROVEMENTS FOR THE
FULKERSON ESTATES PROJECT

WHEREAS, the project has been completed by Breit Construction, LLC; 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 Liberty Commerce Center Phase 2 Project (PWKS-05-23-00001);

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 11, 2023

A/R No.: 2023-745

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: RESOLUTION ACCEPTING THE SANITARY SEWER IMPROVEMENTS
FOR THE 1628 SOUTHVIEW DRIVE PROJECT

Summary:

- Public sanitary sewer improvements were constructed to facilitate a plat of 1628 Southview Drive.
- The above referenced project has been completed and constructed according to the plans and specifications of the City of Liberty.

Background:

1628 Southview Drive is located on the west side of Southview Drive just north of Creekwood Crossing subdivision. The developer constructed a public sanitary sewer main extension to facilitate a plat of the property. The public main extension provides public sanitary sewer service to a newly created lot. The public improvement was constructed by Selby Excavating LLC in accordance with City plans and specifications.

Staff recommends approving a resolution accepting public improvements to this project.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Resolution Accepting the Sanitary Sewer Improvements for the 1628 Southview

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE SANITARY SEWER IMPROVEMENTS FOR THE
1628 SOUTHVIEW DRIVE PROJECT

WHEREAS, the project has been completed by Selby Excavating, LLC; 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 Liberty Commerce Center Phase 2 Project (PWKS-07-23-00002);

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-751

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: TEMPORARY EVENT LIQUOR LICENSES FOR HISTORIC DOWNTOWN LIBERTY, INC.

Summary:

Temporary Event Liquor Licenses for Historic Downtown Liberty, Inc. to be held on Main, Kansas, Franklin and Water Streets:

- Annual Let's Wine About Winter Event on Saturday, February 17, 2024, from 1:00 p.m. to 5:00 p.m.
- Annual Witches' Brew Event on Thursday, October 3, 2024, from 5:00 p.m. to 9:00 p.m.

Background:

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

Historic Downtown Liberty, Inc. (HDLI) has applied for temporary liquor licenses to serve alcohol at the 14th Annual Let's Wine About Winter event on February 17, 2024, from 1 p.m.- 5 p.m. and the 3rd Annual Witches' Brew event on October 3, 2024, from 5 p.m.- 9 p.m. The events will be held within the shops and around the square (Main, Kansas, Water and Franklin Streets) and extending two blocks beyond (in all directions). As the event location incorporates both indoor and outdoor areas, the organization contacted the owners/occupants of all properties within one hundred eighty-five (185) feet of the event location, notifying them of the proposed events and the time and place of the Council meeting at which the applications will be considered. In addition, HDLI has submitted a map of the event location and will provide security personnel for these events.

The applications and necessary certificates of liability insurance for the events have been reviewed by the appropriate staff, and approvals are recommended.

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.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. RESOLUTION HDLI 14th Annual Let's Wine About Winter
2. RESOLUTION HDLI 3rd Annual Witches' Brew

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE
FOR HISTORIC DOWNTOWN LIBERTY, INC. (HDLI) FOR THE 14TH ANNUAL LET'S
WINE ABOUT WINTER EVENT ON FEBRUARY 17, 2024

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a temporary event liquor license is hereby approved for issuance to Historic Downtown Liberty, Inc. (HDLI) for the 14th Annual Let's Wine About Winter event on Saturday, February 17, 2024, with the following stipulation:

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE
FOR HISTORIC DOWNTOWN LIBERTY, INC. (HDLI) FOR THE 3RD ANNUAL
WITCHES' BREW EVENT ON OCTOBER 3, 2024

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a temporary event liquor license is hereby approved for issuance to Historic Downtown Liberty, Inc. (HDLI) for the 3rd Annual Witches' Brew event on Thursday, October 3, 2024, with the following stipulation:

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-772

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC BEVERAGES SERVICE APPLICATION FOR A SMALL/PRIVATE EVENT TO BE HELD ON DECEMBER 23, 2023

Summary:

- LIBERTY COMMUNITY CENTER (LCC) ALCOHOLIC BEVERAGES SERVICE APPLICATION FOR A SMALL/PRIVATE EVENT TO BE HELD ON DECEMBER 23, 2023 FROM 3:00 P.M. TO 6:00 P.M.
- WRITTEN NOTICE OF THE REQUEST WAS PROVIDED TO THE LIBERTY SCHOOL DISTRICT (ONLY PROPERTY OWNER WITHIN 100 FEET OF THE PROPOSED LOCATION).

Background:

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

Leigh Marx is hosting a small/private event to be held at the Liberty Community Center on December 23, 2023 from 3:00 p.m. to 6:00 p.m. The applicant has completed a LCC Alcoholic Beverages Service Application, requesting authorization to serve alcohol at the event. This is a small event, so a catering permit is not required. In accordance with the statute, written notice was provided to the Liberty School District (only property owner within 100 feet of the proposed location) on October 20, 2023, notifying them of the application and the meeting date that Council will consider the application. Staff has confirmed School District receipt of the notice and there are no other district events in the Community Center that day.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. RESOLUTION LCC liquor application_Leigh Marx

RESOLUTION NO. _____

A RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC
BEVERAGES SERVICE APPLICATION FOR A SMALL/PRIVATE EVENT
TO BE HELD ON DECEMBER 23, 2023

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that the LCC Alcoholic Beverages Service Application is approved and consent is hereby granted to Leigh Marx for a small/private event to be held at the Liberty Community Center on December 23, 2023 from 3:00 p.m. to 6:00 p.m.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF November 17, 2023 TO December 1, 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	\$ 608,948.40
LIMITED CAPITAL FUND	11	\$ 13,825.00
ARPA FUND	12	\$ 4,852.69
CAPTIAL SALES TAX FUND	50	\$ 63,264.64
TRANSPORTATION SALES TAX FUND	52	\$ 13,035.57
PARK SALES TAX FUND	54	\$ 160.57
PARKS DEVELOPER FUND	55	\$ 15,000.00
ECO/DEVO SALES TAX FUND	56	\$ 1,469.51
PARKS FUND	60	\$ 45,610.29
SPORTS COMPLEX FUND	61	\$ 7,300.83
COMMUNITY CENTER FUND	65	\$ 18,624.39
TRANSIENT GUEST TAX FUND	67	\$ 741.22
CEMETERY MAINTENANCE FUND	73	\$ 120.97
WATER OPERATING FUND	90	\$ 88,264.18
WASTEWATER OPERATING FUND	92	\$ 138,402.29
WATER CAPITAL FUND	94	\$ 142,764.22
WASTEWATER CAPITAL FUND	96	\$ 40,701.00
PAYROLL CHECKS & BENEFITS	12/1/23	\$ 1,310,770.57
TOTAL APPROPRIATIONS		<u><u>\$ 2,513,856.34</u></u>

PASSED by the Council this 11th day of December, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 11th day of December, 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

DECEMBER 1st CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
A T & T MOBILITY 008295									
184064	12/01/23	MOBILE PHONE SERVICE	43.89	044261	X11012023			P N W MOBILE PHONES	10.50.311.12.5453
184064	12/01/23	MOBILE PHONE SERVICE	56.73	044261	X11012023			P N W MOBILE PHONES	10.50.315.12.5453
184064	12/01/23	MOBILE PHONE SERVICE	97.97	044261	X11012023			P N W MOBILE PHONES	10.50.321.12.5453
184064	12/01/23	MOBILE PHONE SERVICE	469.13	044261	X11012023			P N W MOBILE PHONES	10.50.300.12.5453
184064	12/01/23	MOBILE PHONE SERVICE	394.20	044261	X11012023			P N W MOBILE PHONES	10.90.132.12.5453
			1,061.92	*CHECK TOTAL					
		VENDOR TOTAL	1,061.92						
A. W. SCHULTZ INC 005526									
184065	12/01/23	WWT SERVER UPDATE	16,210.00	044373	26772			P - W COMPUTER EQUIPME	92.70.903.36.7202
AIR CLEANING TECHNOLOGIE 000262									
184066	12/01/23	FIRE PLYMOVENT RPR	543.00	044374	116355			P - W BUILDING MAINTEN	10.50.300.14.5571
ALL INCLUSIVE REC LLC 003712									
184067	12/01/23	NEW SHADE SYSTEM	50,233.48	044404	2698	230092	F - W	CAPITAL EQUIPMEN	10.95.140.36.7201
ALTERATIONS & CUSTOM SEW 005482									
184068	12/01/23	POL UNIFORMS	139.99	044405	4229			P N W CLOTHING EXPENSE	10.40.500.38.5812
184068	12/01/23	POL UNIFORMS	209.97	044406	4232			P N W CLOTHING EXPENSE	10.40.500.38.5812
184068	12/01/23	POL UNIFORMS	304.50	044407	4137			P N W CLOTHING EXPENSE	10.40.500.38.5812
			654.46	*CHECK TOTAL					
		VENDOR TOTAL	654.46						
AMERICAN DIGITAL SECURIT 004908									
184069	12/01/23	PANEL RELOCATION	985.00	044408	INV0020585			P - W MISCELLANEOUS EX	12.95.140.38.5989
AMSOIL INC 004757									
184070	12/01/23	WWT TRANSFER PUMP	850.00	044375	22058345 RI			P - W MAINTENANCE SUPP	92.70.902.04.5009
B&B LAWN CARE & PROPERTY 000689									
184071	12/01/23	WTP MOWING	1,015.00	044409	7151	230095	P N W	CONTRACT LABOR	90.70.802.08.5397
184071	12/01/23	WWTP MOWING SERVICES	510.00	044410	7152	230094	P N W	CONTRACT LABOR	92.70.902.08.5397
			1,525.00	*CHECK TOTAL					
		VENDOR TOTAL	1,525.00						
BARDWELL/KATHARINE 000724									
184072	12/01/23	CCTR SWIM INSTR	16.00	044376	11/16			P N W PRIVATE SWIMMING	65.60.417.08.8125
BARTS ELECTRIC CO INC 002795									
184073	12/01/23	ST BLDG GFI BREAKER	932.50	044377	27486			P - W BUILDING MAINTEN	10.70.225.14.5571
BLACK & MCDONALD ELECTRI 006424									
184074	12/01/23	PWK ST LIGHT MAINT	331.14	044378	76-1520823			P - W STREET/TRAFFIC L	10.70.201.14.5556
BOUND TREE MEDICAL LLC 002300									
184075	12/01/23	FIRE EMS SUPPLIES	244.60	044262	85143442			P - W MEDICAL SUPPLIES	10.50.311.04.5003
184075	12/01/23	FIRE EMS SUPPLIES	1,352.49	044263	85153745			P - W MEDICAL SUPPLIES	10.50.311.04.5003

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
BOUND TREE MEDICAL LLC 002300		184075	12/01/23	FIRE EMS SUPPLIES	795.90	044264	85152453		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
					2,392.99	*CHECK TOTAL					
VENDOR TOTAL					2,392.99						
BOVARD/CASEY .14711		184076	12/01/23	CCTR REFUND ENROLLMENT	55.00	044282	1985143		P - W	REFUNDS PAYABLE	65.2265
BRADY INDUSTRIES OF KANS 000081		184077	12/01/23	2023 CUSTODIAL SUPPLIES	980.98	044411	8223579	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
BRYANT/COLE CHRISTOPHER 000616		184078	12/01/23	CCTR SWIM INSTR	210.00	044379	11/13-11/27		P N W	PRIVATE SWIMMING	65.60.417.08.8125
CANON FINANCIAL SERVICES 000342		184079	12/01/23	COPIER LEASE	76.00	044380	31586677		P - W	COPIER LEASE & U	10.80.151.04.5110
		184079	12/01/23	COPIER LEASE	76.00	044380	31586677		P - W	COPIER LEASE & U	10.70.201.04.5110
					152.00	*CHECK TOTAL					
VENDOR TOTAL					152.00						
CEDARCHEM LLC 005150		184080	12/01/23	WWT CHEMICALS	8,668.00	044381	35593		P - W	CHEMICALS	92.70.902.04.5010
CENTRAL JACKSON CO FPD 008355		184081	12/01/23	FIRE CPR CARDS	1,720.00	044382	TC23-159		P - W	CPR TRAINING SUP	10.50.315.04.5025
CHARTER COMMUNICATIONS 004364		184082	12/01/23	POL CABLE SERVICE	100.00	044449	0333316111723		P N W	REGIONAL ALERT S	10.40.512.08.5393
CHERRYROAD MEDIA INC 000728		184083	12/01/23	FIN SUBSCRIPTION	51.00	044383	OCT 2023		P - W	GENERAL SUPPLIES	10.30.130.04.5001
CHILDRENS MERCY HOSPITAL 005598		184084	12/01/23	POL LAB SERVICES	1,064.00	044412	8000025116		P M W	MISCELLANEOUS FE	10.40.500.08.5399
CHUCK ANDERSON FORD INC 006320		184085	12/01/23	POL #201 PLUGS	516.60	044413	FOCS174431		P - W	VEHICLE MAINTENA	10.40.500.14.5541
		184085	12/01/23	POL #202 BATTERY	334.83	044414	FOCS172493		P - W	VEHICLE MAINTENA	10.40.500.14.5541
					851.43	*CHECK TOTAL					
VENDOR TOTAL					851.43						
CINTAS RENTAL SERVICE 000129		184086	12/01/23	FIRE MOPS	66.25	044384	4174824552		P - W	PEST CONTROL/MOP	10.50.300.08.5369
CITY OF KANSAS CITY 000425		184087	12/01/23	RECIPROCAL BOND	2,000.00	044265	G001166708		P - W	RECIPROCAL CASH	10.2441
CITY TREASURER 005223		184088	12/01/23	MARRS RADIO	1,242.50	044415	2023-11		P - W	RADIO MAINTENANC	10.40.500.14.5552
		184088	12/01/23	MARRS RADIO	1,136.00	044415	2023-11		P - W	RADIO MAINTENANC	10.50.301.14.5552
		184088	12/01/23	MARRS RADIO	994.00	044415	2023-11		P - W	RADIO MAINTENANC	50.70.201.14.5552

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CITY TREASURER 005223									
			3,372.50		*CHECK TOTAL				
		VENDOR TOTAL	3,372.50						
CLAY CO COLLECTOR 006360									
184089	12/01/23	2023 PILOT-OPUS DEV	38,241.00		044385 DEC 2023			P - W A/R REIMBURSEABL	10.1405
CLAY CO MUSEUM & HISTORI 005965									
184090	12/01/23	TOURISM PILOT PROGRAM	66.00		044266 TOURISM GRANT			P - W CONTRIBUTIONS TO	67.20.061.38.5807
184090	12/01/23	TOURISM PILOT PROGRAM	250.22		044266 TOURISM GRANT			P - W CONTRIBUTIONS TO	67.20.061.38.5807
			316.22		*CHECK TOTAL				
		VENDOR TOTAL	316.22						
COLD SOLUTIONS AT RUSH C 000337									
184091	12/01/23	PKW STORAGE	1,800.00		044386 1349			P N W REFUSE COLLECTIO	10.70.221.08.5381
COMMERCIAL AQUATIC SERVI 007993									
184092	12/01/23	CCTR WINTERIZE POOLS	312.04		044267 47958-1			P - W BUILDING MAINTEN	65.60.491.14.5571
CONRAD FIRE EQUIPMENT IN 003684									
184093	12/01/23	FIRE #613 ST BOX GREASE	183.25		044268 571493			P - W VEHICLE MAINTENA	10.50.301.14.5541
184093	12/01/23	FIRE #605 INTAKE REB KIT	175.93		044387 571765			P - W VEHICLE MAINTENA	10.50.301.14.5541
184093	12/01/23	FIRE #611 INTAKE REB KIT	175.93		044388 571765			P - W VEHICLE MAINTENA	10.50.301.14.5541
184093	12/01/23	FIRE #612 INTAKE REB KIT	175.93		044389 571765			P - W VEHICLE MAINTENA	10.50.301.14.5541
184093	12/01/23	FIRE #613 INTAKE REB KIT	175.92		044390 571765			P - W VEHICLE MAINTENA	10.50.301.14.5541
184093	12/01/23	FIRE SCBA PACK INSPECT	20.00		044391 571801			P - W SCBA SUPPLIES	10.50.301.04.5099
184093	12/01/23	FIRE BUNKER GEAR RPR	625.29		044392 571002			P - W PROTECTIVE CLOTH	10.50.301.38.5813
			1,532.25		*CHECK TOTAL				
		VENDOR TOTAL	1,532.25						
CONTROL SERVICE COMPANY 006170									
184094	12/01/23	HVAC RPRS	941.97		044393 12015			P - W BUILDING MAINTEN	90.70.801.14.5571
184094	12/01/23	HVAC RPRS	941.96		044393 12015			P - W BUILDING MAINTEN	92.70.901.14.5571
184094	12/01/23	HVAC RPRS	941.97		044393 12015			P - W BUILDING MAINTEN	92.70.902.14.5571
			2,825.90		*CHECK TOTAL				
		VENDOR TOTAL	2,825.90						
CORE & MAIN LP 008799									
184095	12/01/23	WTR INVENTORY	1,092.60		044283 T902824			P - W INVENTORY-MATERI	90.1700
184095	12/01/23	WTR INVENTORY	3,829.80		044284 T869884			P - W INVENTORY-MATERI	90.1700
184095	12/01/23	WTR SUPPLIES	352.00		044285 T408790			P - W MAINS & LINES MA	90.70.801.14.5532
184095	12/01/23	WTR ROUTE H IMPROVEMENTS	42,109.87		044416 T865889			230138 P - W CONST CNTRCT-CLA	94.70.801.36.7510
184095	12/01/23	WTR ROUTE H IMPROVEMENTS	93,730.00		044417 T875149			230138 P - W CONST CNTRCT-CLA	94.70.801.36.7510
			141,114.27		*CHECK TOTAL				
		VENDOR TOTAL	141,114.27						
CRIME SCENE CLEANERS LLC 000380									
184096	12/01/23	POL #223 DECONTAMINATE	97.85		044418 331			P N W MISCELLANEOUS SU	10.40.500.04.5099

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CUMMINS SALES AND SERVIC 004424									
184097	12/01/23	FIRE GENERATOR MAINT	200.54	044394	H9-68971		P - W	EMERGENCY MGT MA	10.50.300.14.5553
184097	12/01/23	FIRE GENERATOR MAINT	260.99	044395	H9-69320		P - W	EMERGENCY MGT MA	10.50.300.14.5553
184097	12/01/23	FIRE GENERATOR MAINT	265.78	044396	H9-65646		P - W	EMERGENCY MGT MA	10.50.300.14.5553
184097	12/01/23	CCTR GENERATOR MAINT	284.98	044397	H9-65639		P - W	EMERGENCY MGT MA	10.50.300.14.5553
184097	12/01/23	FIRE GENERATOR MAINT	245.86	044398	H9-68976		P - W	EMERGENCY MGT MA	10.50.300.14.5553
184097	12/01/23	CH GENERATOR MAINT	295.92	044399	H9-68347		P - W	FACILITIES MAINT	10.70.221.14.5572
184097	12/01/23	ACTL GENERATOR MAINT	501.67	044400	H9-67569		P - W	BUILDING MAINTEN	10.20.051.14.5571
184097	12/01/23	FIRE GENERATOR MAINT	425.15	044401	H9-72873		P - W	EMERGENCY MGT MA	10.50.300.14.5553
			2,480.89	*CHECK TOTAL					
		VENDOR TOTAL	2,480.89						
CYCLONE INC 000095									
184098	12/01/23	FIRE PORT A POT	90.00	044402	40160		P - W	BUILDING MAINTEN	10.50.300.14.5571
DELL MARKETING LP 000189									
184099	12/01/23	PC FOR DISPATCH	1,329.48	044269	10708797187		P N W	MISCELLANEOUS EX	12.95.140.38.5989
184099	12/01/23	DISPATCH LAPTOPS	2,538.21	044270	10709687834		P N W	MISCELLANEOUS EX	12.95.140.38.5989
			3,867.69	*CHECK TOTAL					
		VENDOR TOTAL	3,867.69						
DENALI WATER SOLUTIONS 004182									
184100	12/01/23	SWR DISPOSAL WTR PLANT	18,010.69	044419	INV639896	230037	P N W	FEES-BIOSOLID DI	92.70.902.08.5370
DR SPOTLESS INC 006099									
184101	12/01/23	CAR WASH TOKENS	441.00	044441	101		P - W	INVENTORY-CAR WA	10.1715
ENSZ & JESTER PC 004522									
184102	12/01/23	HR EMP ATTY SERVICES	490.00	044271	11.01.2023		P N W	MISCELLANEOUS FE	10.25.011.08.5399
FERRELL GAS 008861									
184103	12/01/23	ST PROPANE	76.84	044335	1124873262		P - W	GENERAL SUPPLIES	10.70.225.04.5001
FISH WINDOW CLEANING 006369									
184104	12/01/23	ACTL WINDOW CLEANING	80.00	044272	2642-87613		P N W	BUILDING MAINT S	10.20.051.04.5008
FORCE AMERICA 007242									
184105	12/01/23	ST PARTS	579.25	044336	IN001-1774809		P - W	VEHICLE MAINTENA	10.70.225.14.5541
FRATERNAL ORDER OF POLIC 004537									
184106	12/01/23	PAYROLL DEDUCTION	1,656.00	044273	NOV		P - W	UNION DUES PAYAB	10.2190
FRICK/RUSSELL 005694									
184154	12/01/23	WTR DIRT	225.00	044286	752282		P N W	MAINS & LINES MA	90.70.801.14.5532
184154	12/01/23	WWT DIRT	225.00	044286	752282		P N W	MAINS & LINES MA	92.70.901.14.5532
			450.00	*CHECK TOTAL					
		VENDOR TOTAL	450.00						
FRY & ASSOCIATES 003333									
184107	12/01/23	PKS PLAYGROUND CLAY RIDG	40,940.00	044420	33624	230088	P - W	PLAYGROUND/SPRAY	60.60.420.14.5582

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GALL'S INC 005394								
184108	12/01/23	FIRE UNIFORMS	31.28	044337	026216120		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	75.62	044338	026218011		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	33.42	044339	026218084		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	280.96	044340	026249340		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	140.48	044341	026249341		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	114.32	044342	026249342		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	53.98	044343	026273273		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	52.87	044344	026273274		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	53.83	044345	026273275		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	68.85	044346	026273283		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	141.68	044347	026273284		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	68.85	044348	026273286		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	56.97	044349	026273289		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	56.97	044350	026273290		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	161.24	044351	026273292		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	54.97	044352	026273297		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	68.57	044353	026285284		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	137.14	044354	026224810		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	30.99	044355	026224838		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	214.33	044356	026224839		P - W CLOTHING EXPENSE	10.50.301.38.5812
184108	12/01/23	FIRE UNIFORMS	38.03	044357	026224843		P - W CLOTHING EXPENSE	10.50.301.38.5812
			1,935.35	*CHECK TOTAL				
VENDOR TOTAL			1,935.35					
GARY CROSSLEY FORD INC 000120								
184109	12/01/23	OIL CHANGE, FILTER	88.67	044274	428257		P - W VEHICLE MAINTENA	10.80.153.14.5541
GILMORE & BELL 004471								
184110	12/01/23	BOND COMPLIANE	3,054.88	044358	8052717		P N W FINANCIAL SERVIC	10.30.130.08.5346
184110	12/01/23	BOND COMPLIANE	160.57	044358	8052717		P N W MISCELLANEOUS FE	54.60.415.08.5399
184110	12/01/23	BOND COMPLIANE	1,469.51	044358	8052717		P N W OTHER MISC FEES	56.20.001.08.5365
184110	12/01/23	BOND COMPLIANE	671.56	044358	8052717		P N W FINANCIAL SERVIC	90.70.803.08.5346
184110	12/01/23	BOND COMPLIANE	1,143.48	044358	8052717		P N W FINANCIAL SERVIC	92.70.903.08.5346
			6,500.00	*CHECK TOTAL				
VENDOR TOTAL			6,500.00					
GRAINGER 001155								
184111	12/01/23	WWT CORE BIT	265.76	044359	9899113170		P - W SMALL TOOLS	92.70.902.04.5018
184111	12/01/23	WWT BELT	32.43	044360	9889083078		P - W MAINTENANCE SUPP	92.70.902.04.5009
			298.19	*CHECK TOTAL				
VENDOR TOTAL			298.19					
GT DISTRIBUTORS INC 006123								
184112	12/01/23	POL FIREARMS CARRIER	194.75	044421	INV0976812		P - W CLOTHING EXPENSE	10.40.500.38.5812
HARCROS CHEMICALS INC 004349								
184113	12/01/23	WTR SODIUM FLUORIDE	2,681.80	044422	011011555	230035	P - W CHEMICALS	90.70.802.04.5010

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HARRIS ENTERPRISE 004243									
184114	12/01/23	FIN W-2 FORMS,ENV	395.19	044275	GEMXT0000071		P - W	GENERAL SUPPLIES	10.30.130.04.5001
HDR ENGINEERING INC 006018									
184115	12/01/23	PW TASK ORDER #7	11,144.97	044423	1200571645	220134	P - W	OVERLAY PROGRAM	52.75.607.14.5501
184115	12/01/23	PW SHEPHERD ROAD STUDY	13,825.00	044424	1200571647	230069	P - W	ENGINEERING DESI	11.70.225.36.7501
184115	12/01/23	MASTER PLAN	16,481.01	044425	1200571662	230113	P - W	OVERLAY PROGRAM	50.75.604.36.7515
184115	12/01/23	STORM WATER MASTER PLAN	27,516.25	044426	1200573090	230118	P - W	STORMWATER IMPRO	50.77.653.36.7510
		68,967.23 *CHECK TOTAL							
		VENDOR TOTAL	68,967.23						
HELGET GAS PRODUCTS 006305									
184116	12/01/23	FIRE OXYGEN	13.45	044361	0002711217		P - W	CHEMICALS	10.50.311.04.5010
HILL/DAVID 000528									
184117	12/01/23	CCTR SWIM INSTR	288.00	044362	11/25-11/26		P N W	PRIVATE SWIMMING	65.60.417.08.8125
184117	12/01/23	CCTR SWIM INSTR	52.00	044362	11/25-11/26		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
		340.00 *CHECK TOTAL							
		VENDOR TOTAL	340.00						
HY-VEE FOOD 006115									
184118	12/01/23	CEM FLORAL ARRANGEMENTS	97.00	044363	58785435109		P - W	MISCELLANEOUS SU	73.70.226.04.5099
IDEKER INC 005268									
184119	12/01/23	ST ASPHALT	608.85	044364	24003		P - W	ASPHALT-STREET R	50.75.607.14.5621
INNOVATIVE TECHNOLOGY 000024									
184120	12/01/23	HVAC MAINT	2,056.43	044427	HS-ITK-23-0005		P N W	COMPUTER EQUIPME	92.70.903.36.7202
184120	12/01/23	HVAC MAINT	2,056.43	044427	HS-ITK-23-0005		P N W	COMPUTER EQUIPME	90.70.803.36.7202
184120	12/01/23	HVAC MAINT	1,028.24	044427	HS-ITK-23-0005		P N W	OTHER PREPAYMENT	92.1810
184120	12/01/23	HVAC MAINT	1,028.24	044427	HS-ITK-23-0005		P N W	OTHER PREPAYMENT	90.1810
		6,169.34 *CHECK TOTAL							
		VENDOR TOTAL	6,169.34						
INSIGHT PUB SAFETY & FOR 000096									
184121	12/01/23	POL NEW HIRE TESTING	550.00	044428	1629		P - W	TESTING FEES	10.40.500.08.5336
JCI INDUSTRIES INC 006471									
184122	12/01/23	WWTP PRIORITY EQUP	6,041.00	044429	8260447	230014	P - W	ENGINEERING DESI	96.70.901.36.7501
JOEL REINOEHL MARKETING 000012									
184123	12/01/23	PKS DOG PARK SPONSORSHIP	225.00	044287	CBW006		P N W	CONTRACT LABOR	60.60.415.08.5397
184123	12/01/23	PKS GOLF SPONSORSHIP	120.00	044288	KCDG003		P N W	CONTRACT LABOR	60.60.415.08.5397
184123	12/01/23	PKS FIELD SPONSORSHIP	99.90	044289	RR030		P N W	MISCELLANEOUS FE	61.60.458.08.5399
184123	12/01/23	PKS GOLF SPONSORSHIP	120.00	044290	TU003		P N W	CONTRACT LABOR	60.60.415.08.5397
184123	12/01/23	PKS GOLF SPONSORSHIP	600.00	044365	DGB003		P N W	CONTRACT LABOR	60.60.415.08.5397
		1,164.90 *CHECK TOTAL							
		VENDOR TOTAL	1,164.90						

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JONES/NATHAN 005257								
184124	12/01/23	CCTR SWIM INSTR	90.00	044366	11/19-11/20		P N W PRIVATE SWIMMING	65.60.417.08.8125
184124	12/01/23	CCTR SWIM INSTR	52.00	044366	11/19-11/20		P N W SEMI-PRIVATE SWI	65.60.417.08.8123
			142.00	*CHECK TOTAL				
		VENDOR TOTAL	142.00					
JOSTLE CORPORATION 000599								
184125	12/01/23	JOSTLE MAINT	16,443.91	044430	IN10657		P - W OTHER PREPAYMENT	10.1810
184125	12/01/23	JOSTLE MAINT	1,370.33	044430	IN10657		P - W OTHER PREPAYMENT	10.1810
			17,814.24	*CHECK TOTAL				
		VENDOR TOTAL	17,814.24					
K C WINWATER WORKS CO 002767								
184126	12/01/23	WTR SUPPLIES-H HWY	3,050.00	044291	319225 01		P - W CONST CNTRCT-CLA	94.70.801.36.7510
184126	12/01/23	WTR INVENTORY	9,333.00	044292	319371 01		P - W INVENTORY-MATERI	90.1700
			12,383.00	*CHECK TOTAL				
		VENDOR TOTAL	12,383.00					
KEY EQUIPMENT & SUPPLY C 007275								
184127	12/01/23	ST #109 CYLINDERS	1,596.41	044367	KC210725		P - W PW EQUIPMENT REN	50.75.225.18.5611
LANDWORKS STUDIO, LLC 000504								
184128	12/01/23	MASTER PLAN PROJECT	2,526.64	044368	22-003-10		P - W MISCELLANEOUS EX	10.95.140.38.5989
184128	12/01/23	MASTER PLAN PROJECT	484.81	044369	22-003-10		P - W MISCELLANEOUS EX	10.95.140.38.5989
			3,011.45	*CHECK TOTAL				
		VENDOR TOTAL	3,011.45					
LAW OFFICE OF MARY M PAR 000161								
184129	12/01/23	LEGAL SERVICE	500.00	044276	15894		P N W LEGAL FEES	10.20.121.08.5311
LEADS ON LINE INC 008768								
184130	12/01/23	LEADSONLINE CONTRACT	2,461.00	044431	407918		P - W OTHER PREPAYMENT	10.1810
LIBERTY AGGREGATES LLC 004693								
184131	12/01/23	PKS ROCK	149.06	044293	24752		P - W PLAYGROUND/SPRAY	60.60.420.14.5582
184131	12/01/23	ROCK-H HWY PROJECT	1,335.95	044370	24591		P - W CONST CNTRCT-CLA	94.70.801.36.7510
184131	12/01/23	ROCK-H HWY PROJECT	565.90	044371	24672		P - W CONST CNTRCT-CLA	94.70.801.36.7510
			2,050.91	*CHECK TOTAL				
		VENDOR TOTAL	2,050.91					
LOZPROMO.COM 000023								
184132	12/01/23	BANNERS	392.70	044294	19274		P N W MISCELLANEOUS FE	61.60.458.08.5399
184132	12/01/23	BANNERS	192.78	044294	19274		P N W SPONSORSHIPS	65.60.491.08.5398
184132	12/01/23	BANNERS	128.52	044294	19274		P N W CONTRACT LABOR	60.60.415.08.5397
184132	12/01/23	REPL BANNERS	348.00	044432	19269		P N W MISCELLANEOUS FE	61.60.458.08.5399
			1,062.00	*CHECK TOTAL				
		VENDOR TOTAL	1,062.00					
MAR-JIM CONTRACTING LLC 004230								
184133	12/01/23	ST REPL END TERMINAL	3,200.00	044372	199-091123		P N W ASPHALT-STREET R	50.75.607.14.5621

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METROPOLITAN TELECOMM; M 000243									
184134	12/01/23	T&L POTS LINES	935.96	044277	01005310623398		P - W	TELECOMMUNICATIO	10.90.132.12.5455
MIDWEST DIESEL PERFORMAN 000533									
184135	12/01/23	WTR REPL SOLENOID	589.96	044295	1855		P N W	MISC EQUIPMENT M	90.70.801.14.5559
184135	12/01/23	WWT REPL SOLENOID	589.96	044295	1855		P N W	MISC EQUIPMENT M	92.70.901.14.5559
184135	12/01/23	WTR #124 HY PUMP	1,175.08	044296	1876		P N W	VEHICLE MAINTENA	90.70.801.14.5541
184135	12/01/23	WWT #124 HY PUMP	1,175.08	044296	1876		P N W	VEHICLE MAINTENA	92.70.901.14.5541
			3,530.08	*CHECK TOTAL					
		VENDOR TOTAL	3,530.08						
MISSISSIPPI LIME CO INC 005761									
184136	12/01/23	WTR HYDRATED LIME	8,455.17	044433	1699252	230034	P - W	CHEMICALS	90.70.802.04.5010
184136	12/01/23	WTR HYDRATED LIME	8,458.44	044434	1700291	230034	P - W	CHEMICALS	90.70.802.04.5010
			16,913.61	*CHECK TOTAL					
		VENDOR TOTAL	16,913.61						
MO DEPT OF PUBLIC SAFETY 004462									
184138	12/01/23	PWK BOILER INSPECT	25.00	044297	000160557		P - W	FACILITIES MAINT	10.70.221.14.5572
MO FIRE FIGHTERS CRIT IL 000606									
184137	12/01/23	FIRE MEMBERSHIP	8,580.00	044435	390-24-181		P - W	OTHER PREPAYMENT	10.1810
MOAZ CONSTRUCTION INC 006100									
184139	12/01/23	WTR CONCRETE	1,360.00	044298	119		P - W	MAINS & LINES MA	90.70.801.14.5532
MOBILE WIRELESS LLC 005055									
184140	12/01/23	NETMOTION LICENSES	98.75	044436	5552		P - W	INTERNET SERVICE	10.90.132.08.5304
184140	12/01/23	NETMOTION LICENSES	592.50	044436	5552		P - W	OTHER PREPAYMENT	10.1810
184140	12/01/23	NETMOTION LICENSES	493.75	044436	5552		P - W	OTHER PREPAYMENT	10.1810
			1,185.00	*CHECK TOTAL					
		VENDOR TOTAL	1,185.00						
MYRICK MECHANICAL 000669									
184141	12/01/23	HVAC RPRS	111.84	044299	1629		P - W	BUILDING MAINTEN	90.70.801.14.5571
184141	12/01/23	HVAC RPRS	111.83	044299	1629		P - W	BUILDING MAINTEN	92.70.901.14.5571
184141	12/01/23	HVAC RPRS	111.83	044299	1629		P - W	BUILDING MAINTEN	92.70.902.14.5571
184141	12/01/23	HVAC RPRS	111.83	044300	1630		P - W	BUILDING MAINTEN	90.70.801.14.5571
184141	12/01/23	HVAC RPRS	111.84	044300	1630		P - W	BUILDING MAINTEN	92.70.901.14.5571
184141	12/01/23	HVAC RPRS	111.83	044300	1630		P - W	BUILDING MAINTEN	92.70.902.14.5571
184141	12/01/23	ACTL AC FILTER,BELT	544.00	044301	1657		P - W	BUILDING MAINTEN	10.20.051.14.5571
184141	12/01/23	2023 HVAC MAINT & REPAIR	1,084.00	044437	1656	230093	P - W	BUILDING MAINTEN	10.95.140.14.5571
184141	12/01/23	2023 HVAC MAINT & REPAIR	578.00	044438	1655	230093	P - W	BUILDING MAINTEN	10.95.140.14.5571
			2,877.00	*CHECK TOTAL					
		VENDOR TOTAL	2,877.00						
OUTDOOR RESTROOMS LLC 003763									
184142	12/01/23	PKS PORT A POTS	225.00	044302	726685		P - W	RENTAL	60.60.420.18.5611
184142	12/01/23	PKS PORT A POTS	225.00	044303	738188		P - W	RENTAL	60.60.420.18.5611

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
OUTDOOR RESTROOMS LLC 003763									
184142	12/01/23	PKS PORT A POTS	225.00	044304	747475			P - W RENTAL	60.60.420.18.5611
184142	12/01/23	PKS PORT A POTS	225.00	044305	756660			P - W RENTAL	60.60.420.18.5611
			900.00	*CHECK TOTAL					
		VENDOR TOTAL	900.00						
PACE ANALYTICAL SERVICES 005664									
184143	12/01/23	WWTP LAB SERVICES	503.60	044439	2360195593	230015	P - W	LAB FEES	92.70.902.08.5365
184143	12/01/23	WWTP LAB SERVICES	699.80	044440	23601957090	230015	P - W	LAB FEES	92.70.902.08.5365
			1,203.40	*CHECK TOTAL					
		VENDOR TOTAL	1,203.40						
PGAV PLANNERS LLC 000735									
184144	12/01/23	P&D INFILL CONCEPT PLAN	10,000.00	044442	118132		230134	P N W MISCELLANEOUS EX	10.95.140.38.5989
PLATINUM PAVING AND CONC 000740									
184145	12/01/23	WTR ASPHALT IMPROVEMENTS	34,660.00	044443	2038		230140	F N W CONST CNTRCT-LIT	96.70.901.36.7510
PLATTE COUNTY READY MIX 004482									
184146	12/01/23	PKS CONCRETE	507.38	044306	26129			P - W TRAILS MAINTENAN	60.60.420.14.5578
POLYDYNE INC. 000715									
184147	12/01/23	WWT CHEMICALS	4,774.00	044307	1786945			P - W CHEMICALS	92.70.902.04.5010
PRIDE CLEANERS 000186									
184148	12/01/23	POL JAIL LAUNDRY	278.60	044445	168997			P - W CLOTHING EXPENSE	10.40.500.38.5812
184148	12/01/23	POL DRY CLEANING	443.00	044446	333472			P - W CLOTHING EXPENSE	10.40.500.38.5812
			721.60	*CHECK TOTAL					
		VENDOR TOTAL	721.60						
PRINTING UNLIMITED 004763									
184149	12/01/23	UTIL BILL INSERT	655.60	044278	70041			P - W PRINTING	10.20.031.04.5120
184149	12/01/23	POL NARCAN BROCHURES	140.20	044444	70115			P - W OUTSIDE PRINTING	10.40.500.04.5120
			795.80	*CHECK TOTAL					
		VENDOR TOTAL	795.80						
PROFESSIONAL PEST SOLUTI 006333									
184150	12/01/23	PWK PEST CONTROL	43.00	044308	12627			P - W BUILDING MAINTEN	10.70.225.14.5571
184150	12/01/23	PWK PEST CONTROL	40.00	044309	12623			P - W BUILDING MAINTEN	10.70.221.14.5571
184150	12/01/23	FIRE PEST CONTROL	30.00	044310	12632			P - W PEST CONTROL/MOP	10.50.300.08.5369
184150	12/01/23	FIRE PEST CONTROL	30.00	044311	12631			P - W PEST CONTROL/MOP	10.50.300.08.5369
184150	12/01/23	FIRE PEST CONTROL	30.00	044312	12630			P - W PEST CONTROL/MOP	10.50.300.08.5369
			173.00	*CHECK TOTAL					
		VENDOR TOTAL	173.00						
REJIS COMMISSION 006030									
184151	12/01/23	MOBILE TICKET EXPORT	141.50	044313	519489			P - W MISCELLANEOUS FE	10.20.131.08.5399
184151	12/01/23	POL SUBSCRIPTION	911.77	044447	519825			P - W REGIONAL ALERT S	10.40.512.08.5393
			1,053.27	*CHECK TOTAL					
		VENDOR TOTAL	1,053.27						

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
RICOH USA, INC 000314									
184152	12/01/23	FIRE COPIER USAGE	141.55	044279	5068377320			P - W COPIER LEASE & U	10.50.300.04.5110
184152	12/01/23	COURT COPIER LEASE	105.53	044314	38697558			P - W COPIER LEASE & U	10.20.131.04.5110
184152	12/01/23	COPIER USAGE	21.27	044315	5068369661			P - W COPIER LEASE & U	10.20.131.04.5110
184152	12/01/23	ACTL COPIER LEASE	91.26	044316	38698457			P - W COPIER LEASE & U	10.20.051.04.5110
184152	12/01/23	FIN COPIER LEASE	139.85	044317	38698546			P - W COPIER LEASE & U	10.30.130.04.5110
184152	12/01/23	POL COPIER LEASE	153.81	044448	38697739			P - W COPIER LEASE & U	10.40.512.04.5110
			653.27	*CHECK TOTAL					
		VENDOR TOTAL	653.27						
ROHAUS/KESSLER 000680									
184153	12/01/23	CCTR SWIM INSTR	45.00	044318	11/14-11/21			P N W PRIVATE SWIMMING	65.60.417.08.8125
SHOGER/LAUREL 005680									
184155	12/01/23	CCTR SWIM INSTR	72.00	044319	11/19			P N W PRIVATE SWIMMING	65.60.417.08.8125
SOUTHWESTERN COMMUNICATI 000730									
184156	12/01/23	CITY HALL FA PANEL UPGRA	2,200.68	044320	59533			P - W FACILITIES MAINT	10.70.221.14.5572
STRATHMAN/AMY E 006050									
184157	12/01/23	CCTR SWIM INSTR	36.00	044321	11/19-11/25			P N W PRIVATE SWIMMING	65.60.417.08.8125
STRATUS BUILDING SOLUTIO 000460									
184158	12/01/23	PKS CUSTODIAL SERVICES	4,050.00	044450	6460374	230039	P N W	CONTRACT LABOR	65.60.491.08.5397
SUMNERONE INC 005662									
184159	12/01/23	PWK TONER	78.00	044322	3759688			P - W GENERAL SUPPLIES	10.70.201.04.5001
184159	12/01/23	FIN TONER	200.00	044323	3765003			P - W GENERAL SUPPLIES	10.30.130.04.5001
184159	12/01/23	T&L PRINTER MAINT	140.00	044324	3766952			P - W MAINT-OFFICE EQU	10.90.132.14.5551
			418.00	*CHECK TOTAL					
		VENDOR TOTAL	418.00						
SUNSET TRAILS STABLES, L 000744									
184160	12/01/23	HOMETOWN ACTIVITY	425.00	044325	000154			P - W HOMETOWN HOLIDAY	67.20.061.38.5809
SUTTON/KATELYN DANIELLE 000327									
184161	12/01/23	CCTR SWIM INSTR	64.00	044326	11/14-11/27			P N W PRIVATE SWIMMING	65.60.417.08.8125
184161	12/01/23	CCTR SWIM INSTR	50.00	044326	11/14-11/27			P N W SWIM TEAM BASICS	65.60.417.08.8121
184161	12/01/23	CCTR SWIM INSTR	80.00	044326	11/14-11/27			P N W SWIM TEAM BASICS	65.60.417.08.8121
184161	12/01/23	CCTR SWIM INSTR	20.00	044326	11/14-11/27			P N W SPECIALTY SWIM P	65.60.417.08.8128
			214.00	*CHECK TOTAL					
		VENDOR TOTAL	214.00						
TAXPAYERS UNLIMITED INC 004954									
184162	12/01/23	FIRE DUES	20.00	044280	NOV			P - W UNION DUES PAYAB	10.2188
TECHNOLOGY GROUP SOLUTIO 004267									
184163	12/01/23	FORTICARE	169.55	044451	54503			P - W IT MAINTENANCE &	10.90.132.14.5555
184163	12/01/23	FORTICARE	678.18	044451	54503			P - W OTHER PREPAYMENT	10.1810
184163	12/01/23	FORTICARE	678.18	044451	54503			P - W OTHER PREPAYMENT	10.1810
184163	12/01/23	FORTICARE	621.67	044451	54503			P - W OTHER PREPAYMENT	10.1810

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
TECHNOLOGY GROUP SOLUTIO 004267								
184163	12/01/23	FORTIOKENS MOBILE	1,993.18		044452 54620		P - W IT MAINTENANCE & 10.90.132.14.5555	
184163	12/01/23	FORTIOKENS MOBILE	2,500.00		044452 54620		P - W MINOR SOFTWARE 10.90.132.18.5603	
184163	12/01/23	FORTICARE	2,498.20		044453 54719		P - W IT MAINTENANCE & 10.90.132.14.5555	
184163	12/01/23	FORTICARE	12,490.99		044453 54719		P - W OTHER PREPAYMENT 10.1810	
184163	12/01/23	FORTICARE	5,787.95		044454 54730		P - W IT MAINTENANCE & 10.90.132.14.5555	
184163	12/01/23	FORTICARE	63,667.46		044454 54730		P - W OTHER PREPAYMENT 10.1810	
184163	12/01/23	ARTIC WOLF	69,146.05		044455 54751		P - W OTHER PREPAYMENT 10.1810	
184163	12/01/23	ARTIC WOLF	10,848.17		044455 54751		P - W OTHER PREPAYMENT 10.1810	
184163	12/01/23	FORTICARE	18,486.69		044492 54718		P - W OTHER PREPAYMENT 10.1810	
			189,566.27		*CHECK TOTAL			
		VENDOR TOTAL	189,566.27					
TETRA TECH INC 006146								
184164	12/01/23	WTR LEE CHEMICAL CONSULT	1,935.00		044456 52152848		P - W MISCELLANEOUS FE 90.70.802.08.5345	
TW SPORTSWEAR, LLC 005575								
184165	12/01/23	PRKS ADULT APPAREL	558.29		044457 48041	230044	P - W RECREATION SUPPL 61.60.458.04.5004	
TYLER TECHNOLOGIES-INCOD 005066								
184166	12/01/23	COURT ONLINE	175.00		044458 025-446281		P - W SOFTWARE MAINTEN 10.90.132.14.5591	
UNIFIRST CORPORATION 002825								
184167	12/01/23	CCTR MATS	96.31		044459 3281108061		P - W MISC EQUIPMENT M 65.60.491.14.5559	
VALVOLINE LLC 005460								
184168	12/01/23	WTR #180 OIL CHANGE	85.97		044460 67051		P - W VEHICLE MAINTENA 90.70.801.14.5541	
184168	12/01/23	POL #208 OIL CHANGE	34.99		044461 67206		P - W VEHICLE MAINTENA 10.40.500.14.5541	
184168	12/01/23	POL #223 OIL CHANGE	34.99		044462 67080		P - W VEHICLE MAINTENA 10.40.500.14.5541	
184168	12/01/23	POL #222 OIL CHANGE	34.99		044463 66765		P - W VEHICLE MAINTENA 10.40.500.14.5541	
			190.94		*CHECK TOTAL			
		VENDOR TOTAL	190.94					
VANCE BROTHERS INC 000957								
184169	12/01/23	ST ASPHALT	280.35		044464 ZH00029260		P - W ASPHALT-STREET R 50.75.607.14.5621	
184169	12/01/23	ST ASPHALT	387.00		044465 IG00022794		P - W ASPHALT-STREET R 50.75.607.14.5621	
184169	12/01/23	ST EMULSION	45.50		044466 ZH00029301		P - W ASPHALT-STREET R 50.75.607.14.5621	
184169	12/01/23	ST ASPHALT	387.00		044467 IG00022854		P - W ASPHALT-STREET R 50.75.607.14.5621	
184169	12/01/23	ST ASPHALT	712.73		044468 IG00022882		P - W ASPHALT-STREET R 50.75.607.14.5621	
184169	12/01/23	ST ASPHALT	774.65		044469 IG00022967		P - W ASPHALT-STREET R 50.75.607.14.5621	
184169	12/01/23	ST EMULSION	226.80		044470 ZH00029330		P - W ASPHALT-STREET R 50.75.607.14.5621	
184169	12/01/23	ST ASPHALT	774.00		044471 IG00022990		P - W ASPHALT-STREET R 50.75.607.14.5621	
184169	12/01/23	ST ASPHALT	817.22		044472 IG00023013		P - W ASPHALT-STREET R 50.75.607.14.5621	
184169	12/01/23	ST ASPHALT	648.87		044473 IG00023060		P - W ASPHALT-STREET R 50.75.607.14.5621	
			5,054.12		*CHECK TOTAL			
		VENDOR TOTAL	5,054.12					
VERIZON 008933								
184170	12/01/23	MOBILE PHONE SERVICE	4,924.45		044403 9948882987		P - W MOBILE PHONES 10.90.132.12.5453	
184170	12/01/23	MOBILE PHONE SERVICE	560.44		044403 9948882987		P - W MISC EQUIPMENT M 10.40.511.14.5559	
184170	12/01/23	MOBILE PHONE SERVICE	480.35		044403 9948882987		P - W MOBILE PHONES 10.50.311.12.5453	

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
VERIZON		008933							
184170	12/01/23	MOBILE PHONE SERVICE	268.48	044403	9948882987		P - W	MOBILE PHONES	60.60.415.12.5453
184170	12/01/23	MOBILE PHONE SERVICE	45.58	044403	9948882987		P - W	MOBILE PHONES	10.60.481.12.5453
184170	12/01/23	MOBILE PHONE SERVICE	217.90	044403	9948882987		P - W	MOBILE PHONES	65.60.491.12.5453
184170	12/01/23	MOBILE PHONE SERVICE	91.16	044403	9948882987		P - W	MOBILE PHONES	60.60.420.12.5453
184170	12/01/23	MOBILE PHONE SERVICE	334.64	044403	9948882987		P - W	MOBILE PHONES	61.60.458.12.5453
184170	12/01/23	MOBILE PHONE SERVICE	212.90	044403	9948882987		P - W	MOBILE PHONES	10.60.482.12.5453
184170	12/01/23	MOBILE PHONE SERVICE	87.19	044403	9948882987		P - W	MOBILE PHONES	92.70.903.12.5453
184170	12/01/23	MOBILE PHONE SERVICE	273.75	044403	9948882987		P - W	MOBILE PHONES	92.30.134.12.5453
184170	12/01/23	MOBILE PHONE SERVICE	937.19	044403	9948882987		P - W	MOBILE PHONES	92.70.901.12.5453
184170	12/01/23	MOBILE PHONE SERVICE	463.53	044403	9948882987		P - W	MOBILE PHONES	92.70.902.12.5453
184170	12/01/23	MOBILE PHONE SERVICE	45.58	044403	9948882987		P - W	MOBILE PHONES	90.70.803.12.5453
184170	12/01/23	MOBILE PHONE SERVICE	343.54	044403	9948882987		P - W	MOBILE PHONES	90.70.802.12.5453
			9,286.68	*CHECK TOTAL					
VENDOR TOTAL			9,286.68						
VETERINARY CENTER OF LIB		004817							
184171	12/01/23	ACTL VET SERVICES	45.00	044474	22233		P - W	VETERINARY SERVI	10.20.051.08.5358
184171	12/01/23	ACTL VET SERVICES	45.00	044475	22253		P - W	VETERINARY SERVI	10.20.051.08.5358
184171	12/01/23	ACTL VET SERVICES	45.00	044476	22238		P - W	VETERINARY SERVI	10.20.051.08.5358
184171	12/01/23	ACTL VET SERVICES	45.00	044477	22035		P - W	VETERINARY SERVI	10.20.051.08.5358
184171	12/01/23	ACTL VET SERVICES	65.00	044478	22257		P - W	VETERINARY SERVI	10.20.051.08.5358
184171	12/01/23	ACTL VET SERVICES	45.00	044479	22115		P - W	VETERINARY SERVI	10.20.051.08.5358
184171	12/01/23	ACTL VET SERVICES	45.00	044480	22219		P - W	VETERINARY SERVI	10.20.051.08.5358
184171	12/01/23	ACTL VET SERVICES	65.00	044481	22195		P - W	VETERINARY SERVI	10.20.051.08.5358
184171	12/01/23	ACTL VET SERVICES	45.00	044482	22204		P - W	VETERINARY SERVI	10.20.051.08.5358
184171	12/01/23	ACTL VET SERVICES	45.00	044483	22251		P - W	VETERINARY SERVI	10.20.051.08.5358
184171	12/01/23	ACTL VET SERVICES	65.00	044484	22256		P - W	VETERINARY SERVI	10.20.051.08.5358
184171	12/01/23	ACTL VET SERVICES	45.00	044485	22175		P - W	VETERINARY SERVI	10.20.051.08.5358
184171	12/01/23	ACTL VET SERVICES	95.50	044486	22189		P - W	RESERVE-ANIMAL S	10.2408
			695.50	*CHECK TOTAL					
VENDOR TOTAL			695.50						
VISION UPFITTERS		000487							
184172	12/01/23	POL #210 CHANGEOVERS	3,435.94	044487	INV362077		P - W	VEHICLE CHANGEOV	10.40.500.18.5606
184172	12/01/23	POL #200 CHANGEOVERS	369.00	044488	INV362092		P - W	VEHICLE CHANGEOV	10.40.500.18.5606
184172	12/01/23	POL #208 CHANGEOVERS	75.00	044489	INV362076		P - W	VEHICLE CHANGEOV	10.40.500.18.5606
			3,879.94	*CHECK TOTAL					
VENDOR TOTAL			3,879.94						
VSM ENGINEERING LLC		000471							
184173	12/01/23	WTR WATERMAIN MISSISSIPP	1,972.50	044490	1145	230085	P - W	ENGINEERING DESI	94.70.801.36.7501
184173	12/01/23	SIDEWALK/ TRAIL PROJECT	1,890.60	044491	1145	220048	P - W	SIDEWALK MAINTEN	52.75.607.14.5625
			3,863.10	*CHECK TOTAL					
VENDOR TOTAL			3,863.10						
WEATHER TECH RENOVATIONS		000653							
184174	12/01/23	ACTL ROOF RPRS	590.24	044281	6035		P - W	BUILDING MAINTEN	10.20.051.14.5571

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CROWLEY/CHRISTOPHER 000749								
184063	11/22/23	PKS PROPERTY PURCHASE	15,000.00		044327 2023		P N H LAND ACQUISITION	55.60.458.36.7301
EVERGY 008892								
1968	11/22/23	ELECTRIC SERVICE	834.73		044328 NOV		P - H ELECTRIC	10.20.051.12.5401
1968	11/22/23	ELECTRIC SERVICE	1,468.98		044328 NOV		P - H ELECTRIC	10.50.300.12.5401
1968	11/22/23	ELECTRIC SERVICE	5,470.09		044328 NOV		P - H ELECTRIC	10.70.221.12.5401
1968	11/22/23	ELECTRIC SERVICE	668.29		044328 NOV		P - H ELECTRIC	10.70.225.12.5401
1968	11/22/23	ELECTRIC SERVICE	62,779.56		044328 NOV		P - H ELECTRICITY-STRE	10.70.225.12.5405
1968	11/22/23	ELECTRIC SERVICE	1,319.05		044328 NOV		P - H ELECTRICITY-TRAF	10.70.225.12.5406
1968	11/22/23	ELECTRIC SERVICE	23.97		044328 NOV		P - H ELECTRIC	73.70.226.12.5401
1968	11/22/23	ELECTRIC SERVICE	1,315.53		044328 NOV		P - H ELECTRIC	60.60.420.12.5401
1968	11/22/23	ELECTRIC SERVICE	5,761.62		044328 NOV		P - H ELECTRIC	61.60.458.12.5401
1968	11/22/23	ELECTRIC SERVICE	10,110.82		044328 NOV		P - H ELECTRIC	65.60.491.12.5401
1968	11/22/23	ELECTRIC SERVICE	22,189.28		044328 NOV		P - H ELECTRIC	90.70.802.12.5401
1968	11/22/23	ELECTRIC SERVICE	37,263.42		044328 NOV		P - H ELECTRIC	92.70.902.12.5401
			149,205.34		*CHECK TOTAL			
		VENDOR TOTAL	149,205.34					
LANDWORKS STUDIO, LLC 000504								
181412	11/22/23	VOIDED CHECK	484.81	CR	044329 22-003-10		P - H MISCELLANEOUS EX	10.95.140.38.5989
181412	11/22/23	VOIDED CHECK	2,526.64	CR	044330 22-003-10		P - H MISCELLANEOUS EX	10.95.140.38.5989
			3,011.45	CR	*CHECK TOTAL			
		VENDOR TOTAL	3,011.45	CR				
LOZPROMO.COM 000023								
183529	11/22/23	VOIDED CHECK	348.00	CR	044331 19269		P N H MISCELLANEOUS FE	61.60.458.08.5399
SPIRE MISSOURI INC 005357								
1969	11/22/23	GAS SERVICE	153.68		044332 OCT		P - H NATURAL GAS	61.60.458.12.5421
1969	11/22/23	GAS SERVICE	347.43		044332 OCT		P - H NATURAL GAS	10.50.300.12.5421
1969	11/22/23	GAS SERVICE	228.13		044332 OCT		P - H NATURAL GAS	10.50.300.12.5421
1969	11/22/23	GAS SERVICE	170.80		044332 OCT		P - H NATURAL GAS	10.50.300.12.5421
1969	11/22/23	GAS SERVICE	2,705.75		044332 OCT		P - H NATURAL GAS	10.70.221.12.5421
1969	11/22/23	GAS SERVICE	311.53		044332 OCT		P - H NATURAL GAS	10.70.225.12.5421
1969	11/22/23	GAS SERVICE	2,514.54		044332 OCT		P - H NATURAL GAS	65.60.491.12.5421
1969	11/22/23	GAS SERVICE	294.29		044332 OCT		P - H NATURAL GAS	10.70.225.12.5421
1969	11/22/23	GAS SERVICE	57.86		044332 OCT		P - H NATURAL GAS	90.70.802.12.5421
1969	11/22/23	GAS SERVICE	261.40		044332 OCT		P - H NATURAL GAS	10.20.051.12.5421
1969	11/22/23	GAS SERVICE	15,852.52		044332 OCT		P - H NATURAL GAS	90.70.802.12.5421
1969	11/22/23	GAS SERVICE	135.70		044332 OCT		P - H NATURAL GAS	92.70.902.12.5421
1969	11/22/23	GAS SERVICE	135.70		044332 OCT		P - H NATURAL GAS	92.70.901.12.5421
1969	11/22/23	GAS SERVICE	135.71		044332 OCT		P - H NATURAL GAS	90.70.801.12.5421
1969	11/22/23	GAS SERVICE	245.16		044332 OCT		P - H NATURAL GAS	60.60.420.12.5421
1969	11/22/23	GAS SERVICE	142.67		044332 OCT		P - H NATURAL GAS	10.70.221.12.5421
1969	11/22/23	GAS SERVICE	103.22		044332 OCT		P - H NATURAL GAS	10.70.221.12.5421
			23,796.09		*CHECK TOTAL			
		VENDOR TOTAL	23,796.09					

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
UMB BANK N A		004100							
1966	11/22/23	SO BOND PMT SERIES 2013	159,165.00	044334	LM03			P - H LEASE PRINCIPAL	10.40.500.24.6003
1966	11/22/23	SO BOND PMT SERIES 2013	7,699.00	044334	LM03			P - H PRINCIPAL-SPECIA	50.95.140.24.6008
1966	11/22/23	SO BOND PMT SERIES 2013	4,068.00	044334	LM03			P - H ACCRUED CURRENT	90.2510
1966	11/22/23	SO BOND PMT SERIES 2013	4,068.00	044334	LM03			P - H ACCRUED CURRENT	92.2510
1966	11/22/23	SO BOND PMT SERIES 2013	2,388.00	044334	LM03			P - H LEASE INTEREST	10.40.500.24.6013
1966	11/22/23	SO BOND PMT SERIES 2013	115.00	044334	LM03			P - H INTEREST-SPECIAL	50.95.140.24.6018
1966	11/22/23	SO BOND PMT SERIES 2013	61.00	044334	LM03			P - H BOND INTEREST	90.70.803.24.6011
1966	11/22/23	SO BOND PMT SERIES 2013	61.00	044334	LM03			P - H BOND INTEREST EX	92.70.903.24.6011
			177,625.00	*CHECK TOTAL					
1967	11/22/23	WWT SRF 2005C	903.08	044333	11/25/23			P - H SRF 2005 INTERES	92.2502
1967	11/22/23	WWT SRF 2005C	35,000.00	044333	11/25/23			P - H TRUSTEE SRF PRIN	92.1274
			35,903.08	*CHECK TOTAL					
		VENDOR TOTAL	213,528.08						



CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-752

Department: Administration

Submitted By: Sara Cooke, Assistant City
Administrator/Strategic Communications
Officer

Subject: ORDINANCE APPROVING THE ACQUISITION OF 9 N. WATER STREET
FROM KMW PROPERTY MANAGEMENT, LLC

Summary:

PROPERTY ACQUISITION OF 9 N. WATER STREET FROM KMW PROPERTY
MANAGEMENT, LLC

Background:

On May 5, 2016, the 130-year-old building located at the corner of Kansas and Water Streets collapsed. The partial collapse and subsequent careful demolition of 3 N. Water impacted the building to the north (5 North Water) because those buildings shared a common wall and because the roof joists of 3 N Water were embedded in that shared wall. The building at 5 N. Water was eventually demolished, leaving the next exposed exterior wall to be the south wall of the building at 7 N. Water Street. Also impacted by the collapse of 3 N. Water, 7 N. Water is currently standing with the support of extensive interior shoring. As it stands, 7 N. Water is unusable.

Because of all the complications related to buildings to the south and the history of this block, the City sees great benefit in acquiring 9 N. Water to help the City and downtown move towards initiating the renewal and revitalization of this blighted corner.

The purchase was negotiated with KMW Property Management, LLC for an agreed upon price of \$345,000.00, plus property taxes.

The legal description of the property is:

The North Half of the South Half of Lot One Hundred Ten (110) and One Hundred Eleven (111) as marked and numbered on the plat of the ORIGINAL TOWN OF LIBERTY, being Seventeen and one-half (17 ½) feet fronting on Water Street and running back to Missouri Street, being same property conveyed to William H. Wittoff in Book W, Page 382, of the Clay County, Missouri deed records.

The North Half of the North Wall of a two-story brick building located on the South Half of the South Half of Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, conveyed to Louise B Wittoff in Book 106, Page 287, deed records of Clay County, Missouri; also the South Half of the South Wall of a one-store brick building on the North Half of the Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, as shown in deed from Anthony S Brown recorded in Book 106, Page 288, of the Clay County, Missouri, deed records. Together with all party-wall agreements.

Acceptance of the acquisition of the building located at 9 N. Water Street for

\$345,000.00 from KMW Property Management, LLC, would be the next step in moving towards reclaiming and redeveloping this area of Liberty's historic square.

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:56.70.630.36.7510	Amount:345,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Ordinance Approving the Acquisition of 9 N. Water Street from KMW Property Management, LLC
2. Real Estate Contract for 9 N. Water Street

Document No. _____

Ordinance No. _____

ORDINANCE APPROVING THE PROPERTY ACQUISITION OF 9 N WATER
OF THE CITY OF LIBERTY FROM KMW PROPERTY MANAGEMENT, LLC

WHEREAS, the City Council of the City of Liberty, Missouri (the "City") is committed to the continued improvement and revitalization of the downtown; and

WHEREAS, the acquisition of this property is the next step toward reclaiming and redeveloping a blighted corner in Liberty's Historic Square; 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 real estate contract between the City of Liberty and KMW Property Management, LLC for THREE HUNDRED FORTY-FIVE THOUSAND DOLLARS, (\$345,000.00) plus 2023 real estate taxes of 9 N. Water Street, The North Half of the South Half of Lot One Hundred Ten (110) and One Hundred Eleven (111) as marked and numbered on the plat of the ORIGINAL TOWN OF LIBERTY, being Seventeen and one-half (17 ½) feet fronting on Water Street and running back to Missouri Street, being same property conveyed to William H. Wittoff in Book W, Page 382, of the Clay County, Missouri deed records.

The North Half of the North Wall of a two-story brick building located on the South Half of the South Half of Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, conveyed to Louise B Wittoff in Book 106, Page 287, deed records of Clay County, Missouri; also the South Half of the South Wall of a one-store brick building on the North Half of the Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, as shown in deed from Anthony S Brown recorded in Book 106, Page 288, of the Clay County, Missouri, deed records. Together with all party-wall agreements.

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 approved by the Mayor according to law.

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

MAYOR

ORDINANCE NO. _____ (CONT.)

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

REAL ESTATE CONTRACT

Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri (Buyer)
KMW Property Management, LLC (Seller)
9 N. Water Street, Liberty, Missouri (Property Address)

THIS REAL ESTATE CONTRACT ("Contract") is entered into and made effective this 27th day of NOVEMBER, 2023 ("Effective Date"), by and between MAYOR, COUNCILMEN, AND CITIZENS OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI ("Buyer") whose address is: 101 E. Kansas Street, Liberty, Missouri 64068, and KMW PROPERTY MANAGEMENT, LLC ("Seller"), whose address is: 2120 Overland Drive, Liberty, MO 64068.

1. AGREEMENT TO CONVEY PROPERTY. Seller agrees to sell to Buyer and Buyer agrees to buy upon the terms and conditions set forth herein, the real property and lots, legally described as:

The North Half of the South Half of Lot One Hundred Ten (110) and One Hundred Eleven (111) as marked and numbered on the plat of the ORIGINAL TOWN OF LIBERTY, being Seventeen and one-half (17 ½) feet fronting on Water Street and running back to Missouri Street, being same property conveyed to William H. Wittoff in Book W, Page 382, of the Clay County, Missouri deed records.

Also the North Half of the North Wall of a two-story brick building located on the South Half of the South Half of Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, conveyed to Louise B Wittoff in Book 106, Page 287, deed records of Clay County, Missouri; also the South Half of the South Wall of a one-store brick building on the North Half of the Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, as shown in deed from Anthony S Brown recorded in Book 106, Page 288, of the Clay County, Missouri, deed records. Together with all party-wall agreements.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, NOW OF RECORD.

Commonly referred to as: 9 N. Water Street, Liberty, Missouri 64068 (the "Property"),

together with all right, title and interest of the Seller in and to the Property lying in the bed of any street or road, in front of or adjoining said Property to the center line thereof, subject also to the following terms and conditions.

2. PURCHASE PRICE AND PAYMENT. The purchase price is Three Hundred Forty-Five Thousand and 00/100 Dollars (\$345,000.00) plus 2023 real estate taxes assessed on the property which Buyer agrees to pay as follows:

(a) Delivery of Five Hundred and 00/100 Dollars (\$500.00) ("Earnest Money") at the signing of this Contract, which shall be deposited with Thomson Affinity Title Insurance Company ("Escrow Agent") as a part of the consideration of the sale; and

(b) The balance thereof to be paid at Closing and upon delivery of Deed as herein provided.

This Contract is contingent upon all conditions precedent to Buyers' obligation to close contained in Paragraph 5.

The Earnest Money shall be held by the Escrow Agent in a trust account and applied to the purchase price at closing, or refunded to Buyers in the event the sale is not closed due to failure to satisfy the conditions contained in Paragraph 5.

In the event the parties cannot agree on the refund or return of the Earnest Money, the Escrow Agent shall interplead the sums into the Circuit Court of Jackson County Missouri at Independence, or the Escrow Agent shall distribute to Seller the balance of the purchase price including all Earnest Money held by Escrow Agent, subject to the prorations and adjustments provided herein at time of closing.

3. INSPECTIONS, TITLE, SURVEY.

3.1 Title Binder. Seller shall, as soon as possible, and not later than fifteen (15) days from the date hereof, cause to be furnished to Buyer, a current ALTA Form Title Commitment for an extended coverage owner's policy of title insurance (the "Title Binder") issued through Thomson Affinity Title Company (the "Title Company") whose address is 1000 Middlebrook Drive, Suite C, Liberty, MO, together with copies of all documents identified on the Title Binder as Schedule B exceptions. The Title Binder shall describe the land, name the Buyer as the party to be insured thereunder, commit to insure the Buyer with indefeasible, good and marketable title. The Title Binder shall also commit to issue such endorsements as Buyer, in his sole and absolute discretion, shall deem advisable. Seller shall pay for the purchase of said Title Binder and a final title policy. Buyer shall pay all sums attributed to a mortgagee's policy, if any shall be applicable given the terms of the transaction.

3.2 Survey. Buyer may, at Buyer's sole discretion but not later than fifteen (15) days from the date hereof, "update" the existing survey of the Property for the benefit of Buyer and obtain a staked survey of the Property. The updated survey shall be an ALTA survey (the "Survey") of the Property, prepared by a Registered Public Surveyor who has prepared previous surveys of the Property, or another surveyor acceptable to Buyer and to the Title Company. If obtained by the Buyer, the Survey shall be satisfactory to the Title Company so as to permit the Title Company to delete the survey and boundary exceptions in the Owner's Title Policy, to be issued to Buyer as required herein.

3.3 Review of Title and Survey. Buyer shall have fifteen (15) days after receipt of both the Title Binder, and, if requested, the Survey (the "Review Period"), in which to notify Seller of any objections Buyer has to any matter shown or referred to in the Title Binder, and/or the Survey, if requested by Buyer. Any title encumbrances or exceptions which are set forth in the Title Binder and/or the Survey, and to which Buyers do 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 Buyer does object to within the Review Period, Seller shall have a period of fifteen (15) days from the date of Buyer's notice, in which to cure the objections. If Seller is unable to cure such objections within such fifteen (15) day period, Buyer may, at Buyer's option, waive the objections not cured or terminate this Contract by notice to Seller.

3.4 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. Buyer may occupy the Property and put property on the premises, and Seller shall have no responsibility therefor prior to 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 reinspect 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 rights, 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.

4. INFORMATION, REPRESENTATIONS AND WARRANTIES.

4.1 Information. Seller shall, as soon as possible and no later than ten (10) days from the date hereof, deliver to Buyer legible, accurate and complete copies of the most recent ad valorem tax statements from all taxing authorities having jurisdiction over the Property, site plans, development plans, site investigations and geotechnical engineering reports, environmental site assessments, title commitments (and old policies, if any), surveys, soil and substrata studies, architectural renderings, plans and specifications, engineering plans and studies, landscape plans and other plans, diagrams or studies of any kind, if any, in Seller's possession, which relate to the Property or any improvements thereon.

4.2 Representations and Warranties of Seller. 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 of the property or any other matter or relating to the Property except as made hereinbelow:

In "AS IS CONDITION" and Buyer will accept same in its "AS IS CONDITION".

Seller hereby represents and warrants as of the date hereof and as of the Closing Date, that:

- (a) Seller is not prohibited from consummating the transactions contemplated in this Contract by any law, regulation, agreement, instrument, restriction, order or judgment.
- (b) Seller has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated herein, and the individual who executes and delivers this Contract and all documents to be delivered to Buyer hereunder is and shall be duly authorized to do so.
- (c) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act ("FIRPTA") and agrees to deliver an affidavit at Closing reflecting that Seller is not such foreign person and provide Seller's tax identification numbers ("Tax Affidavit").
- (d) To the best of his information, knowledge, and belief, all information given to Buyer by, or on behalf of, Seller and pertaining to the Property or the operations thereof is true and correct in all respects, and fully and accurately depicts the matters set forth therein; further, Seller, knows of no other facts, conditions or other information which have not been disclosed fully to Buyer and which could reasonably be expected to have a material bearing or effect upon Buyer's decision to enter into the Contract and Buyer's decision to consummate the transactions contemplated hereby.

All of Seller's warranties and representations shall survive any inspection or investigation made by or on behalf of Buyer and shall not merge with delivery of the Trustee's Deed specified in Section 6.2 but shall survive delivery of said Trustee's Deed.

5. CONDITIONS PRECEDENT TO BUYERS' OBLIGATION TO CLOSE.

Buyer's obligation to consummate the transactions contemplated hereunder is conditioned upon Buyer's satisfaction of each of the following conditions at or prior to the Closing:

- (a) None of the representations and warranties of Seller set forth in Section 4 hereof shall be untrue or inaccurate in any material respect.
- (b) Seller shall not have failed to perform or comply with any of his agreements or obligations in a material manner and within the periods provided herein.

(c) Buyers shall not have disapproved any of the items to be delivered by Seller to Buyers under the various sections hereof.

(d) There is available ingress and egress to and from publicly dedicated streets, highways, or roads, to and from the Property sufficient for the Buyers' contemplated use of the Property.

(e) Seller, before Closing, will have removed from the Property, at his cost, all personal properties.

(f) All updated surveys and environmental site assessments meet Buyer's approval.

In the event that all of the above conditions are not satisfied at or prior to the Closing, Buyer may terminate this Contract by notice to Seller.

6. CLOSING.

6.1 Time and Place of Closing. Provided that all of the conditions of this Contract shall have been satisfied prior to or on the Closing Date (herein so called), the Closing (herein so called) of this transaction shall take place at the Title Company on March 1, 2024, or on such earlier or later date as may be agreed upon by the parties; the parties agree that meeting all the contemplated contingencies set forth herein may require large expenditures of time and money by both Buyer and Seller and that the Closing of the transaction will be extended in fifteen (15) day increments up to one (1) year from the effective date of this Contract, so long as all parties are reasonably moving forward to met and complete all their respective requirements and needs as contemplated by this Contract.

6.2 Events of Closing. At the Closing:

(a) Seller shall deliver to Buyer the following:

(i) A Warranty Deed duly executed and acknowledged by Seller, conveying to Buyers the Property in indefeasible fee simple free and clear of any lien, encumbrance or exception other than the Permitted Exceptions.

(ii) The Extended Coverage ALTA Policy of Title Insurance and endorsement thereto issued by the Title Company conforming to the requirements of Section 3.1 above insuring Buyer's title in indefeasible fee simple in the amount of the purchase price and containing no exceptions other than the Permitted Exceptions.

(iii) Ad valorem tax statements for the Property for the calendar year of the Closing (if available and if not for the previous year).

(iv) Documents evidencing and reflecting, in form and substance satisfactory to Buyer and their counsel, the authorization of the transactions herein by Seller and the authority of the Seller to execute and deliver this Contract and the documents provided for hereunder.

(v) Such other evidence of the authority and capacity of Seller and its representatives as Buyer or the Title Company may reasonably require.

(b) Buyer shall deliver to Seller the following:

(i) The consideration required pursuant to Section 2 above, in cash or by Buyer's certified or cashier's check in U.S. funds available immediately to Seller subject to the covenants herein set forth.

(ii) Such evidence of the authority and capacity of Buyer and his representatives as Seller or the Title Company may reasonably require.

6.3 Expenses. Buyer shall pay the cost of any Survey update expense and environmental site assessments if desired by Buyer; his share of the prorations set forth in Section 6.4 hereof; the premium for the Owner's Policy of Title Insurance and all endorsements thereto as set forth in paragraph 3.1 above.

Seller shall pay his proportionate share of the prorations set forth in paragraph 6.4 hereof; and one-half (1/2) of the Title Company's closing costs.

6.4 Prorations. Any real property ad valorem taxes and installments of current year special assessments shall be paid by the Buyer at Closing.

6.5 Broker and Commission. Seller and Buyer agree that there have been no real estate agents or brokers used in this transaction and agree to hold the other harmless from any and all costs, damages, expenses directly or indirectly from any claim by any broker for any real estate commission arising out of the actions of or contracts between the Buyers and Seller as the case may be. This indemnification contained in this paragraph shall survive the termination or consummation of this agreement.

7. TERMINATION, DEFAULT AND REMEDIES.

7.1 Default by Seller. Seller shall be in default hereunder upon the occurrence of any one or more of the following events:

(a) Any of Seller's warranties or representations set forth herein are untrue or inaccurate in any material respect; or

(b) Seller shall fail to meet, comply with or perform any material covenant, agreement, or obligation on his part required, within the time limits and in the manner required in this Contract, except as may be allowed as a permitted termination.

If Seller defaults hereunder, Buyers may, at Buyers' option, do any of the following:

- (i) Terminate this Contract by written notice delivered to Seller at or prior to the Closing;
- (ii) Enforce specific performance of this Contract against Seller; or
- (iii) In addition to, and not to the exclusion of the remedy in subparagraph (i), immediately above, bring an action against Seller for damages.

7.2 Default by Buyers. Buyers shall be in default hereunder upon the occurrence of any one or more of the following events:

- (a) Any of Buyers' warranties or representations set forth herein are untrue or inaccurate in any material respect; or
- (b) Buyers shall fail to meet, comply with or perform any material covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Contract, except as may be allowed as a permitted termination.

If Buyers default hereunder, Seller may, at Seller's option, do any of the following:

- (i) Terminate this Contract by written notice delivered to Seller at or prior to the Closing.
- (ii) Enforce specific performance of this Contract against Buyer; or
- (iii) In addition to and not to the exclusion of the remedy in subparagraph (i) immediately above, bring an action against Buyers for damages.

7.3 Attorney Fees. If it shall be necessary for either Buyer or Seller to employ an attorney to enforce its rights pursuant to this Contract because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorney fees subject to any favorable Court decision in favor of the non-defaulting party.

8. INTERIM RESPONSIBILITIES OF SELLER. Seller agrees that during the

period between the date of this Contract and the Closing Date, Seller will not further lien, rent, lease, contract for sale, execute any other contract, or otherwise encumber Property in any manner, nor will Seller alter, or allow to be altered, the physical contours and condition of the Property except as agreed to with Buyers. Seller shall continue to maintain the vacant property, cutting weeds, etc., so as to comply with City ordinances.

All risks of loss to the Property shall be borne by Seller until acceptance by Buyers of delivery of Seller's deed at the Closing, except as generally set forth in Section 3.4 above.

9. MISCELLANEOUS.

9.1 No Assumption of Seller's Liabilities. Buyer is acquiring only the Property from the Seller and shall not be deemed to be the successor of Seller. Buyer does not assume or agree to pay or indemnify Seller, or any other person or entity, against any liability, obligation or expense of Seller or relating to the Property in any way except only to the extent, if any, herein expressly and specifically provided.

9.2 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed delivered on the earlier of (i) posting of registered or certified mail and addressed to the addressee at its address set forth below or at such other address as such party may have specified heretofore by notice delivered in accordance with this Section, or (ii) actual receipt by the addressee:

If to Seller: Kyle M. Whalley
9 N. Water Street
Liberty, MO 64068

E-mail: _____

With a copy to: (insert attorney if represented)

E-mail: _____

If to Buyer: Curt Wenson
101 E. Kansas Street
Liberty, MO 64068

E-mail: cwenson@libertymo.gov

With a copy to: George E. Kapke
Kapke & Willerth L.L.C.
3304 NE Ralph Powell Road
Lee's Summit, MO 64064

E-mail: gek@kapkewillerth.com

10. **ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS.** This agreement constitutes the entire agreement between the parties hereto and all understandings and agreements heretofore between these parties are merged and superseded hereby. No representation, promise or inducement not included in this Contract shall be binding upon any party hereto. This Contract shall not be modified or amended except by an instrument in writing executed on behalf of Buyer and Seller.

11. **TIME OF ESSENCE.** Time is of the essence of this Contract.

12. **GOVERNING LAW.** This Contract shall be governed by and construed under the laws of the State of Missouri.

13. **NOTICE.** Any notice or communication required or permitted hereunder shall be delivered in person or sent by facsimile, e-mail or registered certified mail, postage prepaid to the address set forth in this Contract, or such other address as shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date or time of said delivery service or received by telecopier, telex or mail. Receipt by an agent or party of this Contract shall constitute receipt by this party.

14. **ASSIGNABILITY.** Buyers may assign all of Buyers' rights as Buyers hereunder to any person, firm, partnership, limited liability company or corporation, including a partnership or corporation to be formed hereafter. If such assignment is made, then the sale contemplated by this Contract shall be consummated in the name of, and by the authorized officials of, any such assignees, and Seller shall look solely to such assignee for the performance and discharge of all obligations and liabilities of Buyers hereunder.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have set their respective hands and affixed their seals on the day and year indicated below.

SELLER:

KMW PROPERTY MANAGEMENT, LLC

By Kyle M. Whalley
Printed Name: Kyle M. Whalley
Title: Member

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

ON THIS 27 day of November, 2023, before me, the undersigned Notary Public, personally appeared Kyle Whalley, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Liberty, MO, the day and year last above written.

Jennifer Langley
Notary Public

My Commission Expires:



BUYER:

MAYOR, COUNCILMEN, AND CITIZENS OF
THE CITY OF LIBERTY, MISSOURI

By _____
Printed Name: _____
Title: _____

STATE OF MISSOURI)
)
COUNTY OF _____) ss.

ON THIS _____ day of _____, 2023, before me, the undersigned
Notary Public, personally appeared _____, to me known
to be the person described in and who executed the foregoing instrument and acknowledged that
he/she executed the same willingly as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
at my office in _____, the day and year last above written.

Notary Public

My Commission Expires:



**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 11, 2023

A/R No.: 2023-736

Department: Planning & Development

Submitted By: Jeanine Thill, Community
Development Manager

Subject: ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION
AGREEMENT FOR THE ACQUISITION OF ARTWORK FROM ALBERT RHEA IN AN
AMOUNT NOT TO EXCEED \$9,000.00 TO BE USED FOR PUBLIC EXHIBITION

Summary:

Approval of a contract with Albert Rhea to purchase "Dancing Figures" in an amount not to exceed \$9,000.00. Funding from the Transient Guest Tax.

Background:

The City of Liberty's Arts Commission (LAC) invited artists to submit artwork for the annual Rotating Sculpture Program. Per the Public Art Selection & Acquisition Policy, LAC appointed an Art Selection Panel to select the artwork. The Panel recommended the purchase of "Dancing Figures" with funds budgeted for public art from the Transient Guest Tax. This will be the third sculpture purchased this year, making this the 14th sculpture in the City's permanent collection. The sculpture selection panel will meet after the first of the year to recommend the permanent placement of "Dancing Figures" to the LAC. The selection panel's recommendation to purchase was accepted by the LAC at their November 2, 2023 meeting. Final approval by the City Council is required.

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: Liberty Arts Commission	Completed/Recommended: 11.2.23

Financial Considerations:

Budgeted:	Line Item:67.20.061.18.5601	Amount:\$9,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Approving an Artwork Purchase
2. Signed Agreement Purchase of Dancing Figures

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION
AGREEMENT FOR THE ACQUISITION OF ARTWORK FROM ALBERT RHEA IN AN
AMOUNT NOT TO EXCEED \$9,000.00 TO BE USED FOR PUBLIC EXHIBITION

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

WHEREAS, Albert Rhea (the "Artist") has submitted the artwork titled "Dancing Figures" shown on Exhibit A attached hereto (the "Artwork") to be considered in the Program; and

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

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a purchase and exhibition agreement by and between the City of Liberty, Clay County, Missouri and Albert Rhea for the purchase of the artwork "Dancing Figures" in an amount not to exceed NINE THOUSAND AND 00/100 (\$9,000.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ORDINANCE NO. _____ (CONT.)

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

ARTWORK PURCHASE AGREEMENT
AUTHORIZING THE ACQUISITION OF ARTWORK FROM
ALBERT RHEA TO BE USED FOR PUBLIC EXHIBITION

THIS ARTWORK PURCHASE is made effective as of November 6, 2023 (the “Effective Date”), by and between the City of Liberty, Missouri, a municipal corporation of the State of Missouri (the “City”), and Albert Rhea (“Artist”).

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

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

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

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

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

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

2. Compensation. In consideration for the purchase of the Artwork, City agrees to pay Artist Nine Thousand and 00/100 Dollars (\$9,000.00) (the “Purchase Price”), which shall constitute full compensation for all services to be performed by Artist pursuant to this Agreement

3. Representations and Warranties.

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

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

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

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

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

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

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

7. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

[Signature Page to Artwork Acquisition Agreement]

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

"City"

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

"Artist"

Albert Rhea

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

Attn: _____

Facsimile: _____

By: Albert Rhea

Name: Albert Rhea

Title: Sculpture: Dancing Figures

Date: 11/6/2023

Address for Notice:

811 No. Beadle St.
Papillion, NE 68046

Attn: _____

Facsimile: _____

Exhibit A
Artwork
“Dancing Figures”





CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-737

Department: Planning & Development

Submitted By: Jeanine Thill, Community
Development Manager

Subject: HISTORIC DOWNTOWN LIBERTY, INC. (HDLI)

Summary:

Annual contract renewal between Historic Downtown Liberty, Inc (HDLI) and the City of Liberty for January 2024 – December 2024. As in previous years, the agreement for service with HDLI included the following:

- Implementation of the National Trust for Historic Preservation's Main Street Four Point Approach to Downtown Revitalization.
- Provide unified advocacy and support for the downtown commercial area.
- Continue a consistent promotion and advertising program for the downtown area.
- Encourage and promote historically appropriate design strategies for the overall aesthetic appearance of the downtown commercial area.
- Strengthen the existing economic assets of the downtown area while diversifying its economic base, including recruiting new businesses and strengthening the management capabilities of individual merchants.
- Management of the downtown Farmer's Market on Saturdays from May through October.
- Coordinate tourism efforts through the Liberty Tourism Committee and Transient Guest Tax (TGT) funds.

For these services, the City agrees to compensate HDLI in the amount of \$40,000.00 annually, with \$30,000.00 from the TGT Funds to be allocated to base services and \$10,000.00 from the General Fund to be allocated to staff salaries, to be paid monthly in 12 equal amounts. HDLI shall spend said funds in accordance with its 2024 budget, as submitted to the City. Additionally, the City will provide the HDLI Executive Director with health, dental and life insurance choices consistent with those offered to City employees. The estimated cost is approximately \$10,712.00 for these benefits for 2024 from the General Fund.

Background:

Historic Downtown Liberty, Inc. (HDLI), a 501c3 non-profit organization, was formed in November 2005 in response to recommendations outlined in the Liberty Downtown Master Plan. HDLI follows the National Main Street approach to downtown revitalization, established by the National Trust for Historic Preservation, a proven model based on a four-point approach: Organization, Promotion Design and Economic Vitality. This agreement may be terminated at any time by written, mutual agreement of all parties. The term of the agreement is through December 2024 and may be renewed thereafter with the City Council's approval.

Previous Action (if applicable):

The 2023 base contract in the amount of \$30,000.00 was approved in December 2022. The General Fund was charged \$10,000.00 and the Transient Guest Tax fund was charged \$20,000.00. Additionally, the City agreed to provide the HDLI Executive Director with health, dental and life insurance choices consistent with those offered to City employees, approximately a \$10,700.00 benefit for 2023.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: Transient Guest Tax Fund 67.20.061.38.5823	Amount: \$30,000.00
	Line Item: General Fund 10.95.140.35.5823	Amount: \$10,000.00
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance FOR HDLI 2024 contract
2. 2024 HDLI Contract Signed
3. 2023 HDLI City Report Final (2-page)
4. HDLI 2024 Budget -City Report Final

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SERVICES AGREEMENT WITH
HISTORIC DOWNTOWN LIBERTY, INC. IN AN AMOUNT NOT TO EXCEED \$40,000.00

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 Historic Downtown Liberty, Inc., 118 N. Main Street Suite C, Liberty, Missouri, 64068, in an amount not to exceed FORTY THOUSAND DOLLARS (\$40,000.00), for the implementation and operation of specific programs to assist in the promotion of the economic revitalization and tourism of the downtown commercial area of the City, a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

January 2024 - December 2024 CONTRACT

**CONTRACT FOR SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF LIBERTY, MISSOURI
AND
HISTORIC DOWNTOWN LIBERTY, INC.**

This Agreement, made and entered into this 11th day of December 2023, is by and between Historic Downtown Liberty, Inc., ("HDLI") a Missouri nonprofit corporation, and the Mayor, Council members, and Citizens of the City of Liberty, Missouri, a municipal corporation ("City").

WITNESSETH:

WHEREAS, HDLI was created to provide educational and marketing support for the revitalization of Downtown Liberty; and

WHEREAS, the City, by declaration in its fiscal year budget for 2024 did designate a portion of its budget for contracted services in support of downtown Liberty, to promote the general economic welfare of the downtown Liberty business district, including, but not limited to, the attraction and retention of business and industry to the community and/or the promotion and provision of resources for tourism and visitors; and

WHEREAS, it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate a designated amount to Historic Downtown Liberty, Inc. as compensation for the performance of services pursuant to this Agreement; and

WHEREAS, the City and Historic Downtown Liberty, Inc. recognize that certain tourism activities completed through the Transient Guest Tax Budget may overlap with HDLI's promotions of downtown Liberty, both entities commit to coordinating any such activities, to maximize the tourism impact of the available funding.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and HDLI agree as follows:

I. SCOPE OF SERVICES

The mission of Historic Downtown Liberty, Inc. is to preserve, enhance and energize the Downtown Liberty business district, as a Nationally Accredited Main Street Program.

HDLI will provide the following services ("Services"):

- A. Follow the Main Street America Four Points Approach:
 - i. **Organization** – provide unified advocacy and support for the downtown commercial area.
 - ii. **Marketing and Promotion** – develop and update a consistent promotion and advertising program for the downtown commercial area.

- iii. **Design** – initiate design proposals for façade, signage, lighting, landscape and the overall aesthetic look of the downtown commercial area.
 - iv. **Economic Vitality** – strengthen the existing economic assets of the downtown area while diversifying its economic base, including recruiting new businesses and strengthening the management capabilities of individual merchants.
- B. **Historic Downtown Liberty Farmers Market** – provide management and marketing of the weekend farmers market in accordance with all applicable ordinances. HDLI shall obtain a City of Liberty Occupation License, and agree to pay all fees, licenses, taxes, charges, and other costs occasioned by the farmers market. HDLI shall ensure that vendors obtain all necessary state and county health permits, as needed.
- C. **Tourism Promotion** – promote Liberty as a tourist destination in cooperation with other community organizations and tourism sites through the Liberty Tourism Committee.

II. **TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be from January 1, 2024 to December 31, 2024. Renewal of this Agreement shall be sought each year thereafter for an additional one-year term from January 1 to December 31, unless the Agreement is terminated as provided herein. Prior to each renewal, there shall be a review of performance by the City Administrator. The review by the City Administrator shall be completed no later than September 1 of each term of this Agreement. To facilitate the review, HDLI shall submit quarterly activity and financial reports to the City of Liberty along with proof of National Main Street Accreditation. The City Administrator shall inform HDLI by September 30 of the results of the City Administrator's review. All compensation for the Services is subject to annual appropriation by the City.

III. **COMPENSATION AND METHOD OF PAYMENT**

The City hereby agrees to compensate Historic Downtown Liberty, Inc. in the amount of \$40,000 annually, with \$30,000 allocated to base Services and \$10,000 allocated to staff salaries. Payments shall be in twelve equal amounts of \$3,333.33 paid monthly. All compensation for Services is subject to the provisions of Section II above. HDLI shall spend said sums in accordance with its 2024 budget, as previously submitted to the City.

Additionally, the City will provide the HDLI Executive Director health, dental and life insurance choices consistent with those offered to City employees (estimated cost is approximately \$10,712 benefit for 2024).

ADDITIONAL FUNDING FROM THE TRANSIENT GUEST TAX

In support of HDLI's tourism activities and services, the City agrees to provide funds supplemental to this contract from the Transient Guest Tax. HDLI shall submit funding requests to the Tourism Committee annually in August for consideration. Once the

Transient Guest Tax Budget is set, HDLI can request reimbursement by submitting invoices/receipts to the Public Relations Division. The City shall make payment within 30 days of request. The services provided by HDLI utilizing the Transient Guest Tax shall be included within the quarterly activity and financial reports provided to the City Administrator as part of this contract

IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW

Historic Downtown Liberty, Inc. shall permit an authorized representative of the City to inspect and audit all data and records of HDLI related to their performance under this Agreement.

V. SUBCONTRACTS

HDLI and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

VI. REPRESENTATION ON BOARD

It is agreed that HDLI's Executive Board has been created to oversee the operation of Historic Downtown Liberty, Inc.

The Mayor or his appointee will serve on HDLI's Board of Directors and Executive Committee throughout the term of the agreement as a voting member on both but not to serve as an officer.

The City of Liberty Community Development Manager will serve on HDLI's Board of Directors as a non-voting member.

VII. NON-DISCRIMINATION PROVISIONS

HDLI and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. Historic Downtown Liberty, Inc. will take affirmative action to ensure that applicants are employed in good faith.

VIII. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

IX. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council of the City, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

X. INDEPENDENT CONTRACTOR

HDLI is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

XI. INDEMNIFICATION

HDLI shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of Historic Downtown Liberty, Inc. or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that Historic Downtown Liberty, Inc. need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Historic Downtown Liberty, Inc. has contracted for additional services under the terms of the Agreement.

XII. CANCELLATION, TERMINATION OR SUSPENSION

This Agreement may be terminated at any time by written, mutual agreement of all parties, provided all applicable laws and regulations are complied with. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that HDLI is in default or violation of the terms, conditions, assurance, or certifications of this Agreement. Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

In the event of such default or violation by HDLI, the City shall send to HDLI by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. Historic Downtown Liberty, Inc. shall cure or remedy said violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within twenty (20) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. HDLI shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by HDLI.

XIII. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Administrator
City of Liberty
101 E Kansas St
Liberty, Missouri 64068

Notice to Historic Downtown Liberty, Inc. shall be addressed to:
President
Historic Downtown Liberty, Inc.
118 N Main St. Suite C
Liberty, Missouri 64068

XIV. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and HDLI mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XV. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect.

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

HISTORIC DOWNTOWN LIBERTY, INC.



President - Robert Jones

CITY OF LIBERTY, MISSOURI

Mayor

ATTEST:



Vice-President - Paemon Aramjoo

ATTEST:

Deputy City Clerk

Historic Downtown Liberty, Inc. (HDLI) 2023 City Report

Our Mission

To foster a vibrant community in Historic Downtown Liberty as an exciting place to shop, dine, and invest through economic development, creative promotion, and historical preservation.

Our Vision

Historic Downtown Liberty will be a strong business community and an entertainment destination with:

- appealing storefronts occupied with a variety of inviting and interesting retail and service businesses.
- an inviting environment that highlights the historic architecture and enhances economic development, civic and cultural viability throughout the entire community.



Our Transformational Strategy

HDLI's transformational strategy is focused on families and residents. The strategy includes offering more activities for families, extending business hours to accommodate working families and residents and hosting events with a family focus. This new approach aims to make Historic Downtown Liberty a more welcoming and attractive community for families, while also promoting economic growth. With these strategies, Historic Downtown Liberty hopes to become a destination for families and residents looking for things to do and a great place to call home.

How We Do It

Historic Downtown Liberty follows the Main Street Four-Point Approach, which focuses revitalization efforts in four areas: Design, Economic Vitality, Organization, and Promotions. It is a comprehensive and balanced approach with an underlying goal of promoting and strengthening the downtown core and preserving its historic character. Support from local government, partner organizations, downtown property, business owners, and residents has helped this community-based initiative work in Historic Downtown Liberty.

#WeAreMainStreet

Historic Downtown Liberty, Inc. (HDLI) has been designated as an Accredited Main Street America program for 2023! HDLI is proud to be 1 of 862 Main Street programs that have earned this Accredited status across the nation! Our performance is annually evaluated by Missouri Main Street Connection in partnership with Main Street America.



In order to qualify for Accreditation status, HDLI must meet a set of rigorous national performance standards. The standards include commitments to building grassroots revitalization programs, fostering strong public-private partnerships, nurturing economic opportunity for small businesses and entrepreneurs, and actively preserving historic places, spaces, and cultural assets.

Get Involved & Connected with Us

historicdowntownliberty.org · 816-781-3575 · info@historicdowntownliberty.org

HDLI 2023 Board Members and Staff

President: Rob Jones, RC Jones and Associates

Vice President: Paemon Aramjoo, Aramjoo Law Firm LLC

Secretary: Ashley Chandler, Lost Arts Courses

Treasurer: Jackie Murtha, Clay County Savings Bank

Officer: Marty Wynn, Blush Farms Cork + Board

Officer: Dylan Orbesen, Conduit Technical Services

Officer: Tina Huet, Corbin Mill Properties

Officer: Ann Dugdale, Green Life Farm

Officer Harold Phillips, Councilman First Ward

Officer: Emma Johansen, William Jewell College Student

City of Liberty Liaisons

Jeanine Thill, Community Development Manager

HDLI Staff

Executive Director: Danelle O'Connell

Executive Assistant: Corinna Lucas

Farmers' Market Manager: Erin Erdman

Intern: Ashlyn Steller, William Jewell College

HDLI Teams

Design Team: Leader, Aimee Gray, Architect: A3G Architects

Supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.

- Annual Historical Ornaments
- Utility Cabinet Wrap Contest
- Mill Street Experiment Showcase
- Historical Building Window Signage
- Seasonal Landscape. Irrigation and Electrical Maintenance. Snow Removal.
- Outline Lighting
- Seasonal and Community Partner Banners

Economic Vitality (EV) Leader: Chair, Paemon Aramjoo, Aramjoo Law Firm LLC

Focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.

- MainStreet53 High School Intern Program
- Capitol Day with Representatives
- Coordinate, Promote Available Spaces and New Business Recruitment

Organization (Org): Leader, Erika Brant, Community Engagement Manager: City of Liberty

Involves creating a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district.

- \$21,000+ Sponsorships Raised.
- Volunteer Value. 2784-hours (as of October) x \$28.54 per hour \$79,455.36
- Education · Trainings. Main Street 101. National and State Conferences. Community Partnership with LEDC and Chamber of Commerce to Host Business Trainings.

Promotion (Promo): Leader, Ashley Chandler, Lost Arts Courses

Positions the downtown or commercial district as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics.

- Hosted 15+ Community Events. 4-Fundraising Events totaling \$56,000+ in Net Revenue
- New Event: KC Wide Open Block Party

Farmers' Market Highlights

- 26 Market Days. 74 Vendors. 6 Wellness Weekends in partnership with Liberty Community Health Action Team (LCHAT). 14 Community Partners hosted the Little Sprouts Children's Area. 4 Community Event · Christmas in July, National Farmers' Market Week, Kids' Maker Market, and Pumpkin Festival. EBT/SNAP Program. Compost Collective KC Bill Swap Program.



2024 HDLI Forecasted Budget					
INCOME				EXPENSES	
Admin-Org				Admin -Contract Services	
	\$26,500.00	Donor campaign, inventory sales, and investment income			\$7,800.00
CID -PSA				Admin -Facilities & Equipment	
	\$17,130.00	Seasonal Beautification - Landscape/Maintenance			\$21,000.00
	\$1,000.00	Seasonal Beautification -Irrigation		Admin -Operations	
	\$1,500.00	Seasonal Beautification -Banner Install			\$8,175.00
	\$500.00	Seasonal Beautification -Banner Replacement		Admin -Other Types of Expenses	
	\$5,000.00	Marketing Materials			\$3,300.00
	\$55,000.00	Labor Related Payments		Admin -Payroll	
		Total \$80,130.00			\$13,650.00
CID -NonPSA				Admin -Travel & Meetings	
	\$15,000.00	Snow Removal			\$10,360.00
	\$19,000.00	Holiday Lights and Décor			
	\$2,000.00	Holiday Lights Everyg		CID -PSA	
	\$1,000.00	Landscape and Maintenance - Open Sign			\$17,130.00
	\$7,070.00	Landscape and Maintenance -Mill Street Expansion			\$1,000.00
	\$1,800.00	Landscape and Maintenance - Utility Wraps			\$1,500.00
		Total \$45,870.00			\$500.00
Design	\$5,300.00	Ornament Sales and Arts Commission Grant			\$5,000.00
Farmers' Market					\$55,000.00
	\$20,640.00				
Fundraisers				CID -NonPSA	
	\$81,030.00	Let's Wine, Block Party, Dog Days, Witches' Brew			\$15,000.00
City Contract					\$19,000.00
	\$10,000.00	City Contract			\$2,000.00
	\$10,712.00	Benefits Health Insurance (in-kind)			\$1,000.00
		Total \$20,741.00			\$7,070.00
TGT					\$1,800.00
	\$30,000.00	City Contract			
	\$5,000.00	Staff Payroll		Design Team	
	\$4,000.00	Rack Cards (map/events)			\$5,700.00
	\$5,000.00	Fun Money - Merchant Bucks		Farmers' Market	
	\$4,000.00	Print Ads			\$37,598.00
	\$6,000.00	Digital Ads		Fundraisers	
		Total \$74,710.00			\$24,711.00
Total Income	\$334,180.00			Promotion Team	
					\$1,500.00
				City Contract	
					\$10,000.00
					\$10,712.00
				TGT	
					\$30,000.00
					\$5,000.00
					\$4,000.00
					\$5,000.00
					\$4,000.00
					\$6,000.00
				Total Expenses	\$334,504.00



**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 11, 2023

A/R No.: 2023-784

Department: Administration

Submitted By:

Subject: PRESENTATION OF HDLI ANNUAL REPORT

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

None



**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 11, 2023

A/R No.: 2023-785

Department: Administration

Submitted By:

Subject: ORDINANCE APPROVING A SERVICES AGREEMENT WITH HISTORIC DOWNTOWN LIBERTY, INC. IN AN AMOUNT NOT TO EXCEED \$40,000.00

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

None



CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-710

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: SPORTS APPAREL UNIFORMS

Summary:

- The Parks and Recreation Department facilitates a wide variety of youth and adult sports leagues and camps throughout the year that require the purchase of uniforms, jerseys, caps, socks, champion apparel, etc.
- An RFP was advertised soliciting vendors to provide full service apparel management. The bid was not limited to a single-vendor award and was written with the ability to split the award among vendors offering the best price and service.
- The division's operating budget includes funding for this set of services in the amount of \$69,248.90. This pricing is based on past participation levels and may fluctuate pending the increase or decrease of 2024 participation levels.
- This contract year also includes the addition of Bitty Soccer and an additional season of volleyball.
- This document represents year three (2024) of the potential three, one-year agreements.

Background:

The Parks and Recreation Department facilitates a wide variety of youth and adult sports leagues and camps throughout the year that require the purchase of uniforms, jerseys, caps, socks, champion apparel, etc.

An RFP was advertised soliciting vendors to provide full service apparel management for each of the programs. The bid was not limited to a single-vendor award and was written with the ability to split the award among vendors offering the best price and/or service.

We have seen an increase in youth volleyball and basketball participants. The product per piece of apparel has not changed but we will see an increase in sports apparel amounts to accommodate the rise in participants.

Six proposals were received. A "basket of goods" analysis was used to compare unit pricing proposed. Staff used FY 2023 numbers of apparel units managed to project FY 2024 annual costs per item bid, which are summarized in the tables below. Please note that not all vendors bid on all items and not all items meet specifications.

- Award #1 – Challenger Teamwear – Youth Soccer - \$15,607.50
- Award #2 – Custom Graphics – Youth Baseball/Softball Jerseys, Baseball Caps, and Volleyball Jerseys - \$22,187.00

- Award #3 – TW Custom Branding for Basketball Jerseys, Bitty Sports, and Adult Sports Championship Shirts - \$31,454.40
- Contracts have been written for each of the awards at the amount budgeted for each set of anticipated apparel purchases.

For ease of review, each league is listed within its own table and the tables are organized to illustrate the league groupings recommended for contract award.

Award #1 – Challenger Teamwear for Youth Soccer (\$15,607.50)

YOUTH SOCCER JERSEY:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
Challenger Teamwear	\$15,607.50	
TW Custom Branding	\$16,627.20	
Custom Graphics	\$19,456.00	
YBA	\$25,587.20	
All-Star Apparel	\$26,173.00	
Axis Sports Group	\$32,000.00	

Award #2 – Custom Graphics for Youth Baseball/Softball, Baseball Caps, and Volleyball (\$22,187.00)

YOUTH BASEBALL/SOFTBALL JERSEYS:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
Custom Graphics	\$10,952.00	
All-Star Apparel	\$11,826.00	
TW Custom Branding	\$11,891.20	
Challenger Teamwear	\$13,338.00	

BASEBALL CAPS:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
Custom Graphics	\$7,360.00	
YBA	\$7,984.00	
Challenger Teamwear	\$9,510.00	
TW Custom Branding	\$10,224.00	
All-Star Apparel	\$13,600.00	

VOLLEYBALL:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
Custom Graphics	\$3,875	Additional VB season added after bid

All-Star Apparel	\$2,979	Did Not Meet Bid Specifications
TW Custom Branding	\$4,145	
Challenger Teamwear	\$4,221	
YBA	\$4,950	
Axis Sports Group	\$6,000	

Award #3 – TW Custom Branding for Basketball, Bitty Sports, and Adult Sports Championship Shirts. (\$31,454.40)

YOUTH BASKETBALL JERSEYS:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
TW Custom Branding	\$7,516.65	*See Note Below
Custom Graphics	\$7,271.00	
Challenger	\$9,594.75	
YBA	\$10,429.15	
All-Star Apparel	\$13,415.25	
Axis Sports Group	\$25,050.00	

BITTY SPORTS:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
TW Custom Branding	\$8,962.35	Added Bitty Soccer in 2024
Custom Graphics	\$6,000.00	
All-Star Apparel	\$6,832.50	
YBA	\$8,073.00	
Axis Sports Group	\$12,581.25	

ADULT SPORTS CHAMPIONSHIP SHIRTS:

BIDDER	"basket of goods" ANNUAL COST ESTIMATE	NOTES
TW Custom Branding	\$14,975.40	**See Note Below
Axis Sports Group	\$14,190.00	
All-Star Apparel	\$14,875.00	
YBA	\$15,330.00	
Custom Graphics	\$16,170.00	

***NOTE: TW Custom Branding was not the low bidder for basketball by \$299.65 for the year, but TW Custom Branding is providing every basketball coach with a free coach's shirt. TW Custom Branding was not the lowest bid for Adult Sports Shirts by \$785.40. With Adult Sports as a season-to-season order and with TW Custom Branding located closer to Liberty, staff can receive items with a quicker turnaround time. Staff recommends retaining youth basketball and adult sports championship shirts with TW Custom Branding, which is in good standing with the City of Liberty.

Reviewed and approved by the Park Board at the November 2, 2023 meeting.

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: Park Board	Completed/Recommended: 11/02/2023

Financial Considerations:

Budgeted:	Line Item: 61.60.458.04.5004	Amount: \$69,248.90
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. ORDINANCE Challenger Teamwear Sports Apparel
2. ORDINANCE Custom Graphics Sports Apparel
3. ORDINANCE TW Custom Branding Sports Apparel
4. SIGNED CONTRACT Custom Graphics Sports Apparel
5. SIGNED CONTRACT TW Custom Branding Sports Apparel
6. SIGNED CONTRACT The Challenger Teamwear Sports Apparel

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH
CHALLENGER TEAMWEAR GROUP FOR FY 2024 ADULT AND YOUTH SPORTS
APPAREL – YOUTH SOCCER IN AN AMOUNT NOT TO EXCEED \$15,607.50

WHEREAS, a one-year contract, with the option of up to two additional one-year extensions for adult and youth sports apparel with Challenger Teamwear was approved on January 24, 2022 by Ordinance No. 11541; and

WHEREAS, a first one-year extension was approved on January 23, 2023 by Ordinance No. 11713; and

WHEREAS, not to exceed amounts are based on historical average sales and may fluctuate pending increased or decreased team enrollments; therefore

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and Challenger Teamwear, 8263 Flint Street, Lenexa, KS 66214, in an amount not to exceed FIFTEEN THOUSAND SIX HUNDRED SEVEN DOLLARS AND 50/100 (\$15,607.50), for FY2024 sports complex recreation supplies, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____ (CONT.)

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

MAYOR

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH CUSTOM
GRAPHICS FOR FY 2024 ADULT AND YOUTH SPORTS APPAREL – YOUTH
BASEBALL/SOFTBALL, BASEBALL CAPS, AND VOLLEYBALL IN AN AMOUNT NOT
TO EXCEED \$22,187.00

WHEREAS, a one-year contract, with the option of up to two additional one-year extensions for adult and youth sports apparel with Custom Graphics was approved on January 24, 2022 by Ordinance No. 11542; and

WHEREAS, a first one-year extension was approved on January 23, 2023 by Ordinance No. 11714; and

WHEREAS, not to exceed amounts are based on historical average sales and may fluctuate pending increased or decreased team enrollments; therefore

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and Custom Graphics, 1035 NE Jib Ct., Suite A, Lee's Summit, MO 64064, in an amount not to exceed TWENTY-TWO THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS AND 00/100 (\$22,187.00), for FY2024 sports complex recreation supplies, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____ (CONT.)

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

MAYOR

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH TW
CUSTOM BRANDING FOR FY 2024 ADULT AND YOUTH SPORTS APPAREL –
BASKETBALL, BITTY SPORTS, AND ADULT SPORTS CHAMPIONSHIP SHIRTS IN AN
AMOUNT NOT TO EXCEED \$31,454.40

WHEREAS, a one-year contract, with the option of up to two additional one-year extensions for adult and youth sports apparel with TW Custom Branding was approved on January 24, 2022 by Ordinance No. 11543; and

WHEREAS, a first one-year extension was approved on January 23, 2023 by Ordinance No. 11715; and

WHEREAS, not to exceed amounts are based on historical average sales and may fluctuate pending increased or decreased team enrollments; therefore

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and TW Custom Branding, 14450 N. 169 HWY, Smithville, MO 64089, in an amount not to exceed THIRTY ONE THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS AND 40/100 (\$31,454.40), for FY 2024 sports complex recreation supplies, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____ (CONT.)

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

MAYOR



GUARANTEED PRICING CONTRACT
2024 Adult and Youth Sports Apparel

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

This agreement is made and entered into this **1st day of January, 2023**, by and between **Custom Graphics**, an entity organized and existing under the laws of the State of Missouri, with its principal office located at **1035 NE Jib Ct., Suite A, Lee's Summit, MO 64064**, hereafter referred to as the Contractor, and the Mayor, Councilmen, and Citizens of the City of Liberty, Missouri, with its principal office located at 101 E. Kansas Street, Liberty, Missouri, hereafter referred to as the City.

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

This contract was approved on **November 27, 2023** and is effective as of **January 1, 2024**, and shall remain in effect as described within.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all products as specified in original Request for Proposal **PK22-11** and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
CONTRACT TERM

The term of the agreement shall be upon approval by City Council January 1, 2024 – December 2024.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and to enter in to a guaranteed pricing contract with the City in an amount not to exceed **\$22,187** and in accordance with the service rates proposed with the contractor's bid submission.

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

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: the Contractor will invoice the City upon the delivery of pre-ordered goods. Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

All cost for freight and delivery is the sole responsibility of the Contractor selected as the best bid and is to be included in the bid price.

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

Contractor agrees to provide all services necessary to perform and complete the contract as specified.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

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

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

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

FORCE MAJEURE

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

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

(SEAL)

THE CITY OF LIBERTY, MISSOURI

By: _____
Greg Canuteson, Mayor

Attest: _____
Sarah Ranes, Deputy City Clerk

(SEAL)

Custom Graphics
Company Name

By: [Signature]

Title: Owner

Attest: _____

GUARANTEED PRICING AGREEMENT:

SPRING T-BALL/BASEBALL/SOFTBALL PLAYERS JERSEY

- Moisture Management Youth Baseball/Softball Jersey
 - 100% Polyester Fabric
 - Moisture wicking, odor resistant, hemmed sleeves w/contrast underarm panel
 - DRI-GEAR, 2-button self-collar front
 - Up to 15-20 different shirt options
 - Must be Champro or A4 brand or equivalent quality (must be approved)
- All shirts will have approved artwork logo printed on full front chest with one color ink print.
- Participant shirts will have a number printed on the back. Heat pressed or screen printed numbers will be accepted.

Jerseys

CUSTOM GRAPHICS	Size	Item Price	Quantity	Total Price
Jerseys	YS	\$8.50	450	\$3,825.00
Jerseys	YM	\$8.50	400	\$3,400.00
Jerseys	YL	\$8.50	250	\$2,125.00
Jerseys	AS	\$8.90	100	\$890.00
Jerseys	AM	\$8.90	50	\$445.00
Jerseys	AL	\$8.90	20	\$178.00
Jerseys	AXL	\$8.90	10	\$89.00
Total			1280	\$10,952.00

Please Include Brand Names

Description of Jersey: Champro – Turn Two, 2-Button Jersey

HATS

- GL-271 Outdoor Cap with LPR Logo
 - All 44 colors available
 - Adjustable back

SIZE	ITEM PRICE	QUANTITY	TOTAL PRICE
Youth	\$4.60	1,000	\$4,600
Adult	\$4.60	600	\$2,760
		1,280	\$7,360

SPRING/FALL YOUTH VOLLEYBALL PLAYERS JERSEYS

- Moisture Management Jersey – Moisture Wicking/Anti-Microbial – Dry Fit
 - Must be a good quality
 - 100% Polyester Interlock
 - Up to 10-15 different color options
 - Must be A4 brand or equivalent quality (must be approved)
- All shirts will have approved artwork logo printed on full front left chest with one color ink print.
- Participant shirts will have a number printed on the back. Heat pressed or screen printed numbers will be accepted.

SPRING/FALL SEASON

CUSTOM GRAPHICS

Item Price Quantity Total Price

Spring

Jerseys	YS	\$7.75	40	\$310
Jerseys	YM	\$7.75	80	\$620
Jerseys	YL	\$7.75	160	\$1,240
Jerseys	AS	\$7.75	100	\$775
Jerseys	AM	\$7.75	60	\$465
Jerseys	AL	\$7.75	40	\$310
Jerseys	AXL	\$7.75	20	\$155
Total			500	\$3,875

Please Include Brand Names

Description of Jersey: _____ A4 Cooling Performance Crew _____

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

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

A. *Procedures*

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

B. *Contract Award*

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

C. *Insurance*

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

1. Comprehensive General Liability:

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

2. Comprehensive Automobile Liability:

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

3. Workers' Compensation:

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

4. Employers' Liability:

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

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

G. Invoicing and Payment

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

H. Cancellation

The City of Liberty reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. Contractual Disputes

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

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

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

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

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

N. Permits

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

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

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



GUARANTEED PRICING CONTRACT
2024 Adult and Youth Sports Apparel

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

This agreement is made and entered into this **1st day of January, 2024**, by and between **TW Custom Branding**, an entity organized and existing under the laws of the State of Missouri, with its principal office located at **14450 N 169 HWY Smithville, MO 64089**, hereafter referred to as the Contractor and the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, 101 E. Kansas St., a municipal corporation hereinafter referred to as CITY.

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

This contract was approved on **November 27, 2023** and is effective as of **January 1, 2024**, and shall remain in effect as described within.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all products as specified in Request for Proposal **PK22-11** and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
CONTRACT TERM

The term of the agreement shall be upon approval by City Council January 1, 2024 – December 2024.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and to enter in to a guaranteed pricing contract with the City in an amount not to exceed \$31,454.40 and in accordance with the service rates proposed with the contractor's bid submission.

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

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: the Contractor will invoice the City upon the delivery of pre-ordered goods. Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

All cost for freight and delivery is the sole responsibility of the Contractor selected as the best bid and is to be included in the bid price.

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or their sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply the ordered products, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary services by contract or otherwise, to complete whatever portion of the

contracted work which is causing delay or is not being performed in a workmanlike manner.

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

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

ARTICLE VII RESPONSIBILITIES

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

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

Contractor agrees to provide all services necessary to perform and complete the contract as specified.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

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

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

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

FORCE MAJEURE

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

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

(SEAL)

THE CITY OF LIBERTY, MISSOURI

By: _____
Greg Canuteson, Mayor

Attest: _____
Sarah Ranes, Deputy City Clerk

(SEAL)

TW Custom Branding
Company Name
By: Michelle Webb JMW
Title: owner

Attest: _____

**GUARANTEED PRICING AGREEMENT:
WINTER YOUTH BASKETBALL PLAYER JERSEYS**

- Reversible Wide Shoulder with hemmed subtle V-neck Basketball Jersey
- Jerseys – Assorted Colors and Sizes (Youth Small – Adult XXXL)
 - Must be a good quality jersey
 - 70 Denier Polyester Tricot Mesh Fabric
 - Double-stitched seams with reinforced construction
 - Wide-shoulder with hemmed subtle v-neck
 - Reversible
 - Must be YBA brand, style ID #765 or equivalent quality (must be approved)
- All shirts will have approved artwork logo printed on full front chest with one color ink print.
- Participant shirts will have a number printed on the back (both sides). Heat pressed or screen printed numbers will be accepted.

SIZE	ITEM PRICE	QUANTITY	TOTAL PRICE
YS	\$8.99	275	\$2,472.25
YM	\$8.99	225	\$2,022.75
YL	\$8.99	165	\$1,483.35
AS	\$8.99	120	\$1,078.80
AM	\$8.99	60	\$539.40
AL	\$8.99	40	\$359.60
AXL	\$8.99	10	\$89.90
AXXL	\$8.99	5	\$54.95
Total		900	\$8,091

Please Include Brand Names

Description of Jersey: Champro BBJP Jersey & 1 Free Coach Shirt Per Team

BITTY SPORTS and TENNIS PROGRAM

- T-Shirt – Assorted colors and sizes
 - Must be a good quality t-shirts with hemmed cuffs
 - Up to 10-15 different color options
 - 50% cotton / 50% polyester
 - Must be Gildan brand Heavy Cotton or equivalent quality (must be approved)
- All shirts will have approved artwork logo printed on full front left chest with one color ink print.
- Participant shirts will have a number printed on the back. Heat pressed or screen printed numbers will be accepted.

SIZE	ITEM PRICE	QUANTITY	TOTAL PRICE
YS	\$4.49	250	\$1,122.50
YM	\$4.49	25	\$112.25

SUMMER TINY TOT TBALL

SIZE	ITEM PRICE	QUANTITY	TOTAL PRICE
YS	\$4.49	250	\$1,122.50
YM	\$4.49	25	\$112.25

BITTY FALL SOCCER

SIZE	ITEM PRICE	QUANTITY	TOTAL PRICE
YS	\$4.49	250	\$1,122.50
YM	\$4.49	25	\$112.25

BITTY WINTER BASKETBALL

SIZE	ITEM PRICE	QUANTITY	TOTAL PRICE
YS	\$4.49	250	\$1,122.50
YM	\$4.49	25	\$112.25

TENNIS PROGRAM

SIZE	ITEM PRICE	QUANTITY	TOTAL PRICE
YS	\$4.49	25	\$112.25
YM	\$4.49	25	\$112.25
YL	\$4.49	25	\$112.25
AS	\$4.49	25	\$112.25
AM	\$4.49	25	\$112.25
AL	\$4.49	25	\$112.25
Total		1,200	\$5,388.00

Any additional incentives _____

Description of T-shirt: _____ Gildan 800 or P&C 55 _____

ADULT SPORTS LEAGUE CHAMPIONS APPAREL

- T-shirts – Assorted Colors and Sizes (Adult Small – Adult XXXL)
 - Must be a good quality t-shirt with hemmed cuffs
 - Up to 20 different shirt colors
 - 50% Cotton/50% Polyester
 - Acceptable brands include, but are not limited to Russell, Fruit of the Loom Best, Hanes Beefy-T, Gildan Ultra Cotton and Jerzees.
- Long Sleeve T-shirts, Crew Neck Sweatshirts and Hooded Sweatshirts
 - Similar specifications as to T-shirts listed above
- Artwork must be approved by the City of Liberty Parks and Recreation Department.
 - Minimum of a two color logo
- All shirts will have approved artwork logo printed on full front chest with one color ink print.

TW Sportswear		Item Price	Quantity	Total Price
White Short Sleeve	AS-AL	\$4.29	200	\$858.00
White Short Sleeve	AXL-AXXXL	\$6.29	100	\$629.00
White Long Sleeve	AS-AL	\$6.89	200	\$1,378.00
White Long Sleeve	AXL-AXXXL	\$8.89	100	\$889.00
Color Short Sleeve	AS-AL	\$4.29	200	\$858.00
Color Short Sleeve	AXL-AXXXL	\$6.29	100	\$629.00
Color Long Sleeve	AS-AL	\$6.89	200	\$1,378.00
Color Long Sleeve	AXL-AXXXL	\$8.89	100	\$889.00
White Crew Neck	AS-AL	\$9.49	70	\$664.30
White Crew Neck	AXL-AXXXL	\$11.90	60	\$714.00
Color Crew Neck	AS-AL	\$9.49	70	\$664.30
Color Crew Neck	AXL-AXXXL	\$11.49	60	\$689.40
White Hooded	AS-AL	\$17.29	70	\$1,210.30
White Hooded	AXL-AXXXL	\$19.29	60	\$1,157.40
Color Hooded	AS-AL	\$17.29	70	\$1,210.30
Color Hooded	AXL-AXXXL	\$19.29	60	\$1,157.40
Total			1720	\$14,975.40

Please Include Brand Names

Description of T-Shirt: Gildan 8000/8400, Gildan 18000, Jerzees 562MR, 996MR

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

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

A. *Procedures*

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

B. *Contract Award*

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

C. *Insurance*

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

1. Comprehensive General Liability:

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

2. Comprehensive Automobile Liability:

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

3. Workers' Compensation:

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

4. Employers' Liability:

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

D.

Hold Harmless Clause

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

E. Exemption from Taxes

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

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

G. Invoicing and Payment

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

H. Cancellation

The City of Liberty reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. Contractual Disputes

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

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

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

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

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

N. Permits

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

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

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



GUARANTEED PRICING CONTRACT
2024 Adult and Youth Sports Apparel

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

This agreement is made and entered into this **1st Day of January 2024**, by and between the **The Challenger Teamwear**, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 8263 Flint St., Lenexa, KS 66214, hereafter referred to as the Contractor, and the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, 101 E. Kansas St., a municipal corporation hereinafter referred to as CITY

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

This contract was approved on **November 27, 2023** and is effective as of **January 1, 2024**, and shall remain in effect as described within.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all products as specified in Request for Proposal **PK22-11** and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
CONTRACT TERM

The term of the agreement shall be upon approval by City Council January 1, 2024 – December 2024.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and to enter in to a guaranteed pricing contract with the City in an amount not to exceed **\$15,607.50** and in accordance with the service rates proposed with the contractor's bid submission.

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

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: the Contractor will invoice the City upon the delivery of pre-ordered goods. Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

All cost for freight and delivery is the sole responsibility of the Contractor selected as the best bid and is to be included in the bid price.

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

Contractor agrees to provide all services necessary to perform and complete the contract as specified.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

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

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

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

FORCE MAJEURE

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

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

(SEAL)

THE CITY OF LIBERTY, MISSOURI

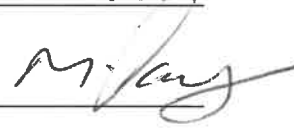
By: _____
Greg Canuteson, Mayor

Attest: _____
Sarah Ranes, Deputy City Clerk



(SEAL)

CHALLENGER TEAMWEAR
Company Name

By: MIKE PARRY 

Title: REGIONAL SALES DIRECTOR

Attest: 

GUARANTEED PRICING AGREEMENT:

SOCCER PLAYER JERSEYS

Spring & Fall

- Moisture Management Jersey – Moisture Wicking/Anti-Microbial – Dry Fit
 - Must be a good quality
 - Up to 12-18 different color options
 - Soccer style jersey with soccer kit. (shorts and socks)
 - Made with CT AIR-CON fabric, style Yuma or equivalent quality (must be approved)
- All shirts will have approved artwork logo printed on full front left chest with one color ink print.
- Participant shirts will have a number printed on the back. Heat pressed or screen printed numbers will be accepted.

YOUTH SOCCER JERSEY:

Challenger Teamwear		Item Price	Quantity	Total Price
Moisture Management	YS	\$13.10	350	\$4,585
Moisture Management	YM	\$13.10	500	\$6,550
Moisture Management	YL	\$13.10	200	\$2,620
Moisture Management	AS	\$14.25	80	\$1,140
Moisture Management	AM	\$14.25	20	\$285
Moisture Management	AL	\$14.25	20	\$285
Moisture Management	AXL	\$14.25	10	\$142.50
Total			1180	\$15,607.50

Please Include Brand Names

Description of Jersey: Description of Jersey: Yuma Style Jersey

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

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

A. *Procedures*

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

B. *Contract Award*

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

C. *Insurance*

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

1. Comprehensive General Liability:

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

2. Comprehensive Automobile Liability:

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

3. Workers' Compensation:

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

4. Employers' Liability:

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

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

G. Invoicing and Payment

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

H. Cancellation

The City of Liberty reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. Contractual Disputes

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

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

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

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

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

N. Permits

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

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

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



**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 11, 2023

A/R No.: 2023-768

Department: Administration

Submitted By:

Subject: ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH CHALLENGER TEAMWEAR GROUP FOR FY 2024 ADULT AND YOUTH SPORTS APPAREL – YOUTH SOCCER IN AN AMOUNT NOT TO EXCEED \$15,607.50

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

None



**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 11, 2023

A/R No.: 2023-766

Department: Administration

Submitted By:

Subject: ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH CUSTOM GRAPHICS FOR FY 2024 ADULT AND YOUTH SPORTS APPAREL – YOUTH BASEBALL/SOFTBALL, BASEBALL CAPS AND VOLLEYBALL IN AN AMOUNT NOT TO EXCEED \$22,187.00

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

None



**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 11, 2023

A/R No.: 2023-767

Department: Administration

Submitted By:

Subject: ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH TW CUSTOM BRANDING FOR FY 2024 ADULT AND YOUTH SPORTS APPAREL – BASKETBALL, BITTY SPORTS, AND ADULT SPORTS CHAMPIONSHIP SHIRTS IN AN AMOUNT NOT TO EXCEED \$31,454.40

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

None



CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-746

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE APPROVING AN AMENDMENT TO THE CODE OF THE CITY OF LIBERTY, MISSOURI, CHAPTER 25 – STREETS AND SIDEWALKS, ARTICLE VI. SECTIONS 25-30, 25-34 AND 25-41

Summary:

- Codify a change to Section 25-30.(p) to the Code of the City of Liberty.
- Codify a change to Section 25-34.(c) to the code of the City of Liberty.
- Codify a change to Section 25-34.(d) to the code of the City of Liberty.
- Add new Section 25-34.(g) to the code of the City of Liberty.
- Codify a change to Section 25-41 to the code of the City of Liberty.

Background:

Amendments to the City Code are required to resolve infeasible guarantee/bonding requirements and existing safety issues. The Amendments are as follows:

Section 25-30.(p) is being revised to reduce the required guarantee period from four to two years. The four-year guarantee is neither a realistic nor easily enforceable standard, whereas a two-year guarantee is a more typical period both within industry and for other guaranteed work within the City.

Section 25-34.(c) is being revised to require a warning sign prior to the placement of steel road plates stating "Steel Plate Ahead". The Code currently requires a sign stating "Bump Ahead". The revision is necessary to provide a more accurate description of ROW conditions for ROW users.

Section 25-34.(d) is being revised to require the use of embedded steel plates between November 1st to April 1st. The Code currently only requires street plates to be embedded between December and February. Snow fall often occurs as early as November and can continue through mid to late March. The revision is necessary to ensure safe driving conditions for both public ROW users and City Snow plow operators.

Section 25-34.(g) is added to require street plates to conform with City Design Criteria, Construction Specifications and Standard Details. The Code does not currently specify adherence to any criterion. The addition is required to ensure consistent application throughout the City.

Section 25-41 is being revised to reduce the required bonding period from four to two years. The four-year bonding period is neither a realistic nor easily enforceable standard, whereas two year bonding is a more typical period both within industry and

for other bonded work within the City.

Staff recommends approval of the five Code amendments as described above and detailed within the attached Ordinance.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ordinance Amending the Code for Chapter 25 Streets and Sidewalk
2. Incorporated Code Revisions
3. Proposed Code Revisions

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE CODE OF THE CITY OF
LIBERTY, MISSOURI, CHAPTER 25 – STREETS AND SIDEWALKS, ARTICLE VI.
SECTIONS 25-30, 25-34 AND 25-41.

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

SECTION I

Chapter 25, “Streets and Sidewalks”, Article VI, “Managing the Use and Occupancy of
Public Rights-of-Way for the City of Liberty, Missouri”, Section 25-30 “Rights-of-way
permit conditions” sub section (p) is hereby amended as follows:

Delete the following:

Every person who obtains a right-of-way permit and makes an excavation within the
rights-of-way shall guarantee for a period of four (4) years the restoration of the rights-of-
way in the area where such person conducted an excavation and performed the
restoration. Such person shall guarantee the restoration of the rights-of-way against
sagging, buckling, deterioration, or other premature failures of the restoration. During said
guarantee period, the ROW user shall, upon notification from the director, correct all
restoration, excavation, or work to the extent necessary, using any method as required
by the director. Said excavation or work shall be completed within a reasonable time, not
to exceed thirty (30) calendar days of the receipt of notice from the director (not including
days during which work cannot be done because of circumstances constituting force
majeure or days when work is prohibited as unseasonable or unreasonable). In the event
the ROW user is required to perform new restoration pursuant to the foregoing guarantee,
the director shall have the authority to extend the guarantee period for such new
restoration for up to an additional forty-eight (48) months, or other greater period allowed
by law, from the date of the new restoration, if the director determines there was action
by the ROW user not to comply with the conditions of the rights-of-way permit and any
restoration requirements. The guarantee period shall be applicable to failure of the
pavement surface as well as failure below the pavement surface.

Add the following:

Every person who obtains a right-of-way permit and makes an excavation within the
rights-of-way shall guarantee for a period of two (2) years the restoration of the rights-
of-way in the area where such person conducted an excavation and performed the
restoration. Such person shall guarantee the restoration of the rights-of-way against
sagging, buckling, deterioration, or other premature failures of the restoration. During
said guarantee period, the ROW user shall, upon notification from the director, correct
all restoration, excavation, or work to the extent necessary, using any method as
required by the director. Said excavation or work shall be completed within a reasonable
time, not to exceed thirty (30) calendar days of the receipt of notice from the director
(not including days during which work cannot be done because of circumstances
constituting force majeure or days when work is prohibited as unseasonable or

ORDINANCE NO. _____(CONT.)

unreasonable). In the event the ROW user is required to perform new restoration pursuant to the foregoing guarantee, the director shall have the authority to extend the guarantee period for such new restoration for up to an additional twenty-four (24) months, or other greater period allowed by law, from the date of the new restoration, if the director determines there was action by the ROW user not to comply with the conditions of the rights-of-way permit and any restoration requirements. The guarantee period shall be applicable to failure of the pavement surface as well as failure below the pavement surface.

SECTION II

Chapter 25, "Streets and Sidewalks", Article VI, "Managing the Use and Occupancy of Public Rights-of-Way for the City of Liberty, Missouri", Section 25-34 "Private Street Plate Bridging Regulations" sub section (c) is hereby amended as follows:

Delete the following:

A "Bump Ahead" (WP-1) warning sign shall be placed at least three hundred (300) feet before the SPB.

Add the following:

A warning sign stating "STEEL PLATE AHEAD" shall be placed at least three hundred (300) feet before the SPB.

SECTION III

Chapter 25, "Streets and Sidewalks", Article VI, "Managing the Use and Occupancy of Public Rights-of-Way for the City of Liberty, Missouri", Section 25-34 "Private Street Plate Bridging Regulations" sub section (d) is hereby amended as follows:

Delete the following:

Embedded SPB are required during the months of December through February, except for concrete and brick-paved streets where a rubber ramp is required. Placement of SPB during December through February is only allowed as authorized by the public works director.

Add the following:

Embedded SPB are required from November 1st to April 1st, except for concrete and brick-paved streets where a Road Plate Securing System, such as Plate Locks, is required. Placement of SPB from November 1st to April 1st are is only allowed on a permit by permit basis and/or as authorized by the public works director.

SECTION IV

Chapter 25, "Streets and Sidewalks", Article VI, "Managing the Use and Occupancy of Public Rights-of-Way for the City of Liberty, Missouri", Section 25-34 "Private Street Plate Bridging Regulations" sub section (g) is added as follows:

Add the following:

Street plates shall conform with all requirements of the City Design Criteria, Construction Specifications and Standard Details, latest addition. Street plate conformity with City Design Criteria, Construction Specifications and Standard Details shall be performed through the permit application process.

SECTION V

Chapter 25, "Streets and Sidewalks", Article VI, "Managing the Use and Occupancy of Public Rights-of-Way for the City of Liberty, Missouri", Section 25-41 "Liability insurance, performance and maintenance bond requirement" paragraph 2 is amended as follows:

Delete the following:

Except as otherwise may be required by law for ROW users who have on file with the deputy city clerk an affidavit certifying that the ROW user has twenty-five million dollars (\$25,000,000.00) in net assets and is otherwise, therefore, exempted, a person shall at all times during the term of a rights-of-way permit, and for four (4) years thereafter, maintain a performance and maintenance bond in a form approved by the city attorney. The amount of the bond will be five thousand dollars (\$5,000.00) or the value of the restoration as determined by the director, whichever is greater, for a term consistent with the term of the rights-of-way permit plus four (4) additional years, conditioned upon the person's faithful performance of the provisions, terms, and conditions conferred by this article. Unless otherwise established by the rights-of-way permit, an annual bond in an amount of fifty thousand dollars (\$50,000.00) automatically renewed yearly during this period shall satisfy the requirement of this section. In the event the city shall exercise its right to revoke the rights-of-way permit as granted herein, then the city shall be entitled to recover under the terms of said bond the full amount of any loss occasioned.

Add the following:

Except as otherwise may be required by law for ROW users who have on file with the deputy city clerk an affidavit certifying that the ROW user has twenty-five million dollars (\$25,000,000.00) in net assets and is otherwise, therefore, exempted, a person shall at all times during the term of a rights-of-way permit, and for two (2) years thereafter, maintain a performance and maintenance bond in a form approved by the city attorney. The amount of the bond will be five thousand dollars (\$5,000.00) or the value of the restoration as determined by the director, whichever is greater, for a term consistent with the term of the rights-of-way permit plus two (2) additional years, conditioned upon the person's faithful performance of the provisions, terms, and conditions conferred by this article.

ORDINANCE NO. _____(CONT.)

Unless otherwise established by the rights-of-way permit, an annual bond in an amount of fifty thousand dollars (\$50,000.00) automatically renewed yearly during this period shall satisfy the requirement of this section. In the event the city shall exercise its right to revoke the rights-of-way permit as granted herein, then the city shall be entitled to recover under the terms of said bond the full amount of any loss occasioned.

SECTION VI

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

INCORPORATED CODE REVISIONS

Sec 25-30. Rights of-way permit conditions.

- (p) Every person who obtains a rights-of-way permit and makes an excavation within the rights-of-way shall guarantee for a period of two (2) years the restoration of the rights-of-way in the area where such person conducted an excavation and performed the restoration. Such person shall guarantee the restoration of the rights-of-way against sagging, buckling, deterioration, or other premature failures of the restoration. During said guarantee period, the ROW user shall, upon notification from the director, correct all restoration, excavation, or work to the extent necessary, using any method as required by the director. Said excavation or work shall be completed within a reasonable time, not to exceed thirty (30) calendar days of the receipt of notice from the director (not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable). In the event the ROW user is required to perform new restoration pursuant to the foregoing guarantee, the director shall have the authority to extend the guarantee period for such new restoration for up to an additional twenty-four (24) months, or other greater period allowed by law, from the date of the new restoration, if the director determines there was action by the ROW user not to comply with the conditions of the rights-of-way permit and any restoration requirements. The guarantee period shall be applicable to failure of the pavement surface as well as failure below the pavement surface.

Sec. 25-34. Private street plate bridging regulations.

- (c) A warning sign stating "STEEL PLATE AHEAD" shall be placed at least three hundred (300) feet before the SPB.
- (d) Embedded SPB are required from November 1st to April 1st, except for concrete and brick-paved streets where a Road Plate Securing System, such as Plate Locks, is required. Placement of SPB from November 1st to April 1st are only allowed on a permit by permit basis and/or as authorized by the public works director.
- (g) Street plates shall conform with all requirements of the City Design Criteria, Construction Specifications and Standard Details, latest addition. Street plate conformity with City Design Criteria, Construction Specifications and Standard Details shall be performed through the permit application process.

Sec. 25-41. Liability insurance, performance and maintenance bond requirement.

Except as otherwise may be required by law for ROW users who have on file with the deputy city clerk an affidavit certifying that the ROW user has twenty-five million dollars (\$25,000,000.00) in net assets and is otherwise, therefore, exempted, a person shall at all times during the term of a rights-of-way permit, and for two (2) years thereafter, maintain a performance and maintenance bond in a form approved by the city attorney. The amount of the bond will be five thousand dollars (\$5,000.00) or the value of the restoration as determined by the director, whichever is greater, for a term consistent with the term of the rights-of-way permit plus two (2) additional years, conditioned upon the person's faithful performance of the provisions, terms, and conditions conferred by this article. Unless otherwise established by the rights-of-way permit, an annual bond in an amount of fifty thousand dollars (\$50,000.00) automatically renewed yearly during this period shall satisfy the requirement of this section. In the event the city shall exercise its right to revoke the rights-of-way permit as granted herein, then the city shall be entitled to recover under the terms of said bond the full amount of any loss occasioned.

PROPOSED CODE REVISIONS

~~Stricken Text~~ represents text proposed for deletion

Red Text represents text proposed for addition.

Sec 25-30. Rights of-way permit conditions.

- (p) Every person who obtains a rights-of-way permit and makes an excavation within the rights-of-way shall guarantee for a period of ~~four (4)~~ **two (2)** years the restoration of the rights-of-way in the area where such person conducted an excavation and performed the restoration. Such person shall guarantee the restoration of the rights-of-way against sagging, buckling, deterioration, or other premature failures of the restoration. During said guarantee period, the ROW user shall, upon notification from the director, correct all restoration, excavation, or work to the extent necessary, using any method as required by the director. Said excavation or work shall be completed within a reasonable time, not to exceed thirty (30) calendar days of the receipt of notice from the director (not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable). In the event the ROW user is required to perform new restoration pursuant to the foregoing guarantee, the director shall have the authority to extend the guarantee period for such new restoration for up to an additional ~~forty-eight (48)~~ **twenty-four (24)** months, or other greater period allowed by law, from the date of the new restoration, if the director determines there was action by the ROW user not to comply with the conditions of the rights-of-way permit and any restoration requirements. The guarantee period shall be applicable to failure of the pavement surface as well as failure below the pavement surface.

Sec. 25-34. Private street plate bridging regulations.

- (c) A ~~"Bump Ahead" (WP-1)~~ warning sign **stating "STEEL PLATE AHEAD"** shall be placed at least three hundred (300) feet before the SPB.
- (d) Embedded SPB are required ~~during the months of December through February~~ **from November 1st to April 1st**, except for concrete and brick-paved streets where a ~~rubber ramp~~ **Road Plate Securing System, such as Plate Locks**, is required. Placement of SPB ~~during December through February~~ **from November 1st to April 1st** ~~are~~ **is** only allowed **on a permit by permit basis and/or** as authorized by the public works director.
- (g) **Street plates shall conform with all requirements of the City Design Criteria, Construction Specifications and Standard Details, latest addition. Street plate conformity**

with City Design Criteria, Construction Specifications and Standard Details shall be performed through the permit application process.

Sec. 25-41. Liability insurance, performance and maintenance bond requirement.

Except as otherwise may be required by law for ROW users who have on file with the deputy city clerk an affidavit certifying that the ROW user has twenty-five million dollars (\$25,000,000.00) in net assets and is otherwise, therefore, exempted, a person shall at all times during the term of a rights-of-way permit, and for ~~four (4)~~ **two (2)** years thereafter, maintain a performance and maintenance bond in a form approved by the city attorney. The amount of the bond will be five thousand dollars (\$5,000.00) or the value of the restoration as determined by the director, whichever is greater, for a term consistent with the term of the rights-of-way permit plus ~~four (4)~~ **two (2)** additional years, conditioned upon the person's faithful performance of the provisions, terms, and conditions conferred by this article. Unless otherwise established by the rights-of-way permit, an annual bond in an amount of fifty thousand dollars (\$50,000.00) automatically renewed yearly during this period shall satisfy the requirement of this section. In the event the city shall exercise its right to revoke the rights-of-way permit as granted herein, then the city shall be entitled to recover under the terms of said bond the full amount of any loss occasioned.



CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-750

Department: Parks & Recreation

Submitted By: BJ Staab, Director Parks & Recreation

Subject: ORDINANCE AMENDING CHAPTER 8 "CEMETERIES," OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

Summary:

- Chapter 8 of the City Code of the City of Liberty provides regulations for city-owned cemeteries.
- These regulations are also laid out in the companion document City of Liberty Rules and Regulations for City-Owned Cemeteries
- To streamline the City Code, Staff recommends that the ordinance references the companion document for all Rules and Regulations related to cemetery operations according to the proposed amendment.

Background:

The City of Liberty hired a full-time Cemetery Sexton to manage the City-owned cemeteries in October 2022. In that year of service, the Sexton has familiarized themselves with the operations of the city-owned cemeteries and, along with other Parks & Rec Staff, have found several changes that would be beneficial to the operations of the cemeteries.

The staff is recommending a replacement of the current Chapter 8 - Cemeteries and an update to the existing City of Liberty Rules and Regulations for City-Owned Cemeteries to remove duplicated information, streamline the rules for the cemeteries and ensure that City policies regarding the cemeteries are clear to the public.

Cemeteries

Staff recommends that Chapter 8, "Cemeteries" be deleted in its entirety and replaced with a new Chapter 8, "Cemeteries", which has been drafted and is included as an attachment. A summary of the changes to Chapter 8 is detailed below.

Chapter 8 – Cemeteries

- Sections related to the cemetery advisory committee have been removed since that committee was retired in 2023.
- Several sections of Chapter 8 included sections that were duplicated in the City of Liberty Rules and Regulations for City-Owned Cemeteries document. All duplicated sections were removed from the new ordinance; however, the information remains in the City of Liberty Rules and Regulations for City-Owned Cemeteries document.
- A new section was added to reference the companion document, City of Liberty Rules and Regulations for City-Owned Cemeteries. It states:

- Sec. 8-10. – Cemetery, Rules and Regulations. - Rules and Regulations regarding cemetery operations including Interment and Disinterment policies and general regulations for lot owners and the public are in the companion document “City of Liberty Rules and Regulations for City-Owned Cemeteries” and are in full force and effect, having been approved by the city council and on file in the office of the deputy city clerk.
- Under Sec. 8-11 – Penalty., the section number was updated to reflect a change in section numbers in Chapter 22.

Staff recommends adopting the new Chapter 8, “Cemeteries” and the companion document, City of Liberty Rules and Regulations for City-Owned Cemeteries.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ordinance Chapter 8 - Cemeteries

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, "CEMETERIES," OF THE CODE OF THE
CITY OF LIBERTY, CLAY COUNTY, MISSOURI

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

SECTION I

That Chapter 8, "Cemeteries," is hereby deleted in its entirety and a new
Chapter 8, "Cemeteries" is hereby added as follows:

Chapter 8 – Cemeteries:

Sec. 8-1. — City cemetery designated

The tract, piece or parcel of land heretofore, on the first day of March, 1858,
conveyed to the mayor, councilmen and citizens of the city, by William H. Roush and wife,
by deed recorded in "Book S," on page 455 of the records of deeds for the county, lying
north of and contiguous to the fairgrounds in the city, is set apart and dedicated for a
cemetery, to be known and designated as the "Fairview and New Hope Cemetery of the
City of Liberty."

Sec. 8-2. — Plat of city cemetery

An accurate plat of the city cemetery shall be made by order and under the
direction of the city council, setting forth:

- (1) The blocks and lots, by number, and the dimensions thereof;
- (2) The streets and alleys, corresponding as near as may be, in width and
direction with those heretofore laid off.

Sec. 8-3. - Keeping plat of cemetery, conveyances

The plat referred to in section 8-2 shall be filed in the office of the city and
all conveyances of cemetery lots shall be made by block and lot as numbered
on such plat.

Sec. 8-11. - Sexton

The city shall employ a Sexton who shall be responsible for the care and
maintenance of the cemetery, the sale of grave sites, provide for grave openings and

related arrangements, promote contributions to the perpetual care cemetery fund, and such other duties in connection therewith as may be assigned from time to time.

Sec. 8-5. - Trust for care, etc.

The mayor, council members and citizens of the city consent and agree to accept and hold in trust free of charge any fund or property of any description donated or willed to it, in trust for the care and maintenance of city-owned cemeteries.

Any money so donated or willed, with directions that only the interest thereon shall be used, shall be loaned by the city council on unencumbered real estate situated in the county, and not exceeding two-thirds the fair value thereof or invested in bonds issued by the United States, the state, the city or the county, and only the interest received thereon shall be used in maintaining the cemeteries; and all trust monies shall be kept separate from funds derived from the sale of cemetery lots and in a fund known as the "Cemetery Trust Fund."

Sec. 8-6. - Disposition of proceeds from sales of lots

There shall be placed in the cemetery trust fund twenty-five (25) per cent of the proceeds of the sale of all cemetery lots owned by the city, and such twenty-five (25) per cent shall be and become a part of the permanent trust fund provided for by section 8-5, and the interest only derived from such funds shall be used for the maintenance of city-owned cemeteries. All such funds so placed in the cemetery trust fund shall be handled and disposed of according to the terms of section 8-5.

Sec. 8-7. - Gifts and bequests

All money and property derived from gifts, bequests and devises to the city for cemetery purposes, unless otherwise provided in the instrument granting the same, shall be deposited in and become a part of the cemetery trust fund of the city.

Sec. 8-8. – Cemetery, schedule of fees

Fees for purchase of spaces, openings and closings are based on the schedule of fees in full force and effect, having been approved by the city council and on file in the office of the deputy city clerk.

Sec. 8-9. – Repurchase of cemetery lots

The city may repurchase unused cemetery lots. The city shall, within thirty (30) days after the lot is offered to the city, either purchase the lot for the price for which the lot was originally sold or reject the same. If the price for which a lot originally sold cannot

be ascertained, the resale price shall be set in accordance with the city's schedule of fees.

Sec. 8-10. – Cemetery, Rules and Regulations

Rules and Regulations regarding cemetery operations including Interment and Disinterment policies and general regulations for lot owners and the public are in the companion document "City of Liberty Rules and Regulations for City-Owned Cemeteries" and are in full force and effect, having been approved by the city council and on file in the office of the deputy city clerk.

Sec. 8-11. – Penalty

Any person who shall violate, fail, neglect or refuse to comply with any provisions, regulations, or requirements of this chapter shall, upon conviction, be punished as prescribed in section 22-70 for each such offense.

SECTION II

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

PASSED by Council this ____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-782

Department: Parks & Recreation

Submitted By: BJ Staab, Director Parks & Recreation

Subject: RESOLUTION APPROVING THE CITY OF LIBERTY, MISSOURI RULES AND REGULATIONS FOR CITY-OWNED CEMETERIES

Summary:

- Chapter 8 of the City Code of the City of Liberty provides regulations for city-owned cemeteries.
- These regulations are also laid out in the companion document City of Liberty Rules and Regulations for City-Owned Cemeteries.
- Periodically, the City reviews potential changes that may be warranted due to changing technologies, trends, community preference, grammatical errors in the code, or advisory committee direction. Several revisions are being presented for consideration.

Background:

Staff recommends adopting the revised City of Liberty Rules and Regulations for City-Owned Cemeteries document included as an attachment. A summary of the changes is detailed below:

Introduction:

- Update the contact information for the Cemetery Sexton and Cemetery Clerk.

General Regulations:

- Clarify the contacts and processes for obtaining a landscaping permit in Rule #5
- Clarify which decorative items are never permitted in City-Owned cemeteries and add that lighting is not allowed in Rule #6.
- Add Rule #9 stating, "All maintenance activities in City-owned cemeteries will be carried out by or under the supervision of City staff. This includes but is not limited to contractors, volunteers, lot owners, families, and visitors. Maintenance activities are defined as any action intended to alter/improve/maintain an existing monument, landscape, hardscape, signage, roadway or other permanent feature within the Cemetery. This does not include changes to decorations on lots."
- Add Rule #12 stating "No one, other than authorized representatives of the City, shall leave unattended in the Cemeteries any still or motion-picture camera or digital video recording device. For purposes of this regulation, a device is unattended if the user is not within 20 feet of the device. Any device found in the Cemetery in violation of this regulation shall be removed and confiscated by the

City."

Interment Regulations:

- Add language to Rule #4 stating "No more than three interments shall be permitted in one interment space." And clarified that only one casket and two cremains will be allowed per interment space.
- Add language to Rule #6 stating "All interments within the Cemetery shall be performed or supervised only by authorized City personnel."
- Clarify Rule #7 removing the implication that the City would be responsible for identifying remains before cremation and that the City has no obligation to independently verify remains or cremains beyond identification by next-of-kin or authorized representative.

Disinterment Regulations:

- Alter Language in Rule #1 to remove the requirement of a notarized permit for disinterment and correctly identify the County Coroner as the governing body responsible for disinterment permits.
- Add language to Rule #3 stating "All disinterments within the Cemetery shall be performed or supervised only by authorized City personnel."

Outer Burial Containers, Memorials, Foundations and Installation:

- Alter Rule #1 to require a two-piece box or concrete vault for burials, excluding newborns or still born infants.
- Alter language in Rule #3 to clarify that the Cemetery Sexton is the staff member responsible for inspecting monument foundations during installation.

Staff recommends approving the City of Liberty Rules and Regulations for City-Owned Cemeteries.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:

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

Attachments:

1. Resolution Approving Cemetery Rules and Regs
2. Cemetery Rules and Regulations

RESOLUTION NO. _____

A RESOLUTION APPROVING THE CITY OF LIBERTY, MISSOURI RULES AND
REGULATIONS FOR CITY-OWNED CEMETERIES

WHEREAS, the City of Liberty owns and operates cemeteries; and

WHEREAS, Chapter 8 of the Code of the City of Liberty prescribes certain laws
related to the operation and use of the cemeteries; and

WHEREAS, staff updated the document titled, "City of Liberty Rules and
Regulations for City-owned Cemeteries", to provide the specifics of cemetery operations
for lot owners and the public; and

WHEREAS, the document will act as a companion document to the Code; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Liberty, Missouri, that the City of Liberty Rules and Regulations for City-owned
Cemeteries is hereby approved.

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



Rules and Regulations
for
City-Owned Cemeteries

Fairview Cemetery
New Hope Cemetery
Mount Memorial Cemetery

Introduction

The purpose of these rules and regulations is to provide for the orderly operation of all city-owned cemeteries. They will also serve as a guideline to ensure the beauty, peacefulness, and solemnness to the areas that serve as a tribute for loved ones laid here to rest.

The following rules and regulations may be amended, altered, modified or corrected at any time by the City of Liberty. All owners and holders of property shall be required to comply with the rules and regulations as may be in effect at all times. For information not covered in this document, please contact the Cemetery Sexton at (816) 509-0445 or Cemetery Clerk at (816) 439-4450.

General Regulations

1. The Cemetery grounds are sacredly devoted to the burial of human dead and the provisions and penalties of the law, as provided by ordinance, will be strictly enforced in all cases of wanton injury, disturbance and disregard for these Rules and Regulations.
2. The City is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the Cemetery. This includes headstones and markers, which are owned by the family members. Repairs to headstones and markers are the responsibility of the family.
3. Except for the seven (7) days following Easter, Mother's Day, Memorial Day, and Father's Day, boxes, shells, toys, sprinkling cans, receptacles, or similar items (other than vases meeting the cemetery's specifications that have been placed with the Cemetery's permission) are not permitted to be placed on any interment space or elsewhere in the Cemetery, and if placed, the City may remove such items. Glassware is not permitted at any time.
4. No benches, chairs or like items shall be permitted to be left upon the Cemetery grounds, except with written permission of the Cemetery.
5. If a tree, shrub or plant standing upon any lot becomes detrimental to adjacent lots or avenues due to protruding roots or branches, or if any removal is deemed necessary due to any reason, the City shall have the right to perform whatever maintenance is required to correct the condition.

No lot shall be decorated with any tree or shrub, nor shall the lot be disturbed in any way without first obtaining the consent of the Director of Parks and Recreation or their designated representative. Memorial shrubs, trees, and bushes may be planted in designated areas within the cemetery with an approved landscaping permit. Flowers are permitted to be planted in portions of the plot not affecting the routine maintenance of the cemetery. A landscaping permit must be approved prior to any plantings within Liberty cemeteries.

6. All decorations, whether natural or artificial, shall be subject to the Cemetery's written policies.

Glass and lighting (including solar lights, battery powered lights, etc.) are never permitted in City-owned Cemeteries.

FROM MARCH 15 TO OCTOBER 15 – Fresh cut flowers or small artificial bouquets will be permitted as grave decorations. Exceptions: On EASTER, MOTHER'S DAY, MEMORIAL DAY, and FATHER'S DAY other appropriate decorations may be used for one week only (such as boxes, metal containers, potted plants and wreaths). No glass will be permitted. Any decoration you wish to retain must be picked up within seven days after each of the above days or they will be REMOVED AND DISCARDED.

FROM OCTOBER 15 TO MARCH 15 – Any appropriate winter decoration may be used such as wreaths, blankets and artificial flowers. Decorations other than those permitted between March 15 and October 15 will be REMOVED AND DISCARDED at the beginning of the mowing season.

7. The City reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over interment spaces for the purpose of passage to and from other interment spaces. Except as may be necessary to gain access to other interment spaces within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways, and roads.
8. All persons are strictly forbidden to break or injure any tree shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery.
9. All maintenance activities in City owned cemeteries will be carried out by or under the supervision of City staff. This includes but is not limited to contractors, volunteers, lot owners, families, and visitors. Maintenance activities are defined as any action intended to alter/improve/maintain an existing monument, landscape, hardscape, signage, roadway or other permanent feature within the Cemetery. This does not include changes to décor on lots.
10. No fencing of any kind or description shall be built or placed in or around any lot or lots.
11. All curbs or coping on or around any lot shall be flush with the ground.
12. No one, other than authorized representatives of the City, shall leave unattended in the Cemeteries any still or motion-picture camera or digital video recording device. For purposes of this regulation, a device is unattended if the user is not within 20 feet of the device. Any device found in the Cemetery in violation of this regulation shall be removed and confiscated by the City.
13. It is unlawful for any person to post or place any advertisement within the Cemetery at any time.
14. No entry of the Cemetery is allowed after dark.

Interment Regulations

1. All Cemetery charges and fees for interment services must be paid in full before an interment is made in a particular interment space within the Cemetery. All fees for disinterments must also be paid in advance.
2. The City must be provided with advanced notice of 24 hours before the time of the service before interment can be performed. Notice shall be considered from the time all interment fees are paid and an authorization permit is completed. Weekends are not to be considered as a part of the 24-hour notification period. For services following a City observed holiday, notification shall be given by 9:00 am for an afternoon service that day. Examples: For a Thursday service at 11:00 am, notification will need to be complete before 11:00 am on Wednesday. For a Tuesday service at 2:00 pm, following an observed holiday, notification will need to be completed before 9:00 am. Exceptions will be made only in causes of death from contagious diseases.
3. The City may postpone or reschedule a grave side or other interment service if, in the opinion of the Cemetery's management, too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the City.

4. No more than one human remains shall be interred in one interment space. No more than two cremated remains shall be interred in one interment space. No more than three interments shall be permitted in one interment space.
5. The scattering of cremated remains shall not be permitted.
6. All interments within the Cemetery shall be performed or supervised only by authorized City personnel.
7. The City relies upon the identification of the deceased provided by the next-of-kin or authorized representative, and shall have no obligation to independently establish or verify the identity of the remains or cremains to be interred.
8. The City shall not be liable for any delay in interment (1) when a protest to interment has been made, or (2) which results from a noncompliance with the rules Regulations of the Cemetery. The Cemetery reserves the right to temporarily place the remains in a holding facility, crypt or other suitable place, subject to any state or local sanitary code requirements, until the protest or noncompliance has been resolved and further reserves the right to impose reasonable fees for such temporary holding. All protests must be in writing and filed with the City.

Disinterment Regulations

1. As a condition to perform any disinterment, the Cemetery requires written authorization signed by the Owner and the City representative. All disinterments must be conducted in accordance with state and local law. The County coroner will be contacted prior to all disinterments and that office will determine if a permit is required.
2. The Cemetery shall exercise due care in making disinterments, but shall assume no liability for damage to any body, casket, outer burial receptacle, or urn in making a disinterment in accordance with written instructions of the Owner and his duly authorized representative(s). When a disinterment is to be made from one grave to another grave and an outer burial container was not used for the original interment, an outer burial container meeting the cemetery's specifications must be furnished by the Owner or next-of-kin for the new interment.
3. All disinterments within the Cemetery shall be performed or supervised only by authorized City personnel.

Outer Burial Containers, Memorials, Foundations, and Installation

1. Caskets shall be placed in a two-piece concrete box or equal vault. Vaults are not necessary for graves for newborns or still born infants.
2. The City will not be responsible for the installation of foundations for monuments or markers. The installer of such foundation shall apply for a permit for each foundation from the Cemetery Sexton prior to such installation.
3. All markers, corner stones, and monuments shall be inspected by the Cemetery Sexton, or their designee, during installation. The City reserves the right to prohibit the erection of markers, corner stones, and monuments not in conformance with the specifications prescribed herein. Installation may only be performed Monday – Friday from 8:00 am to 5:00pm.
4. All head markers, foot markers, and monuments erected in City Cemeteries shall have a concrete foundation extended below the surface of the ground.

- a. For those with a base of 288 square inches or larger, the foundation must extend below the surface of the ground a minimum of three (3) feet.
 - b. For those with a base of less than 288 inches, the foundation must extend below the surface of the ground a minimum of eighteen (18) inches.
 - c. For exceptionally large monuments, installation specifications must be submitted to the City for approval prior to installation. Foundations must be proportional in size to the monument proposed for installation.
 - d. All such foundations shall extend beyond the perimeter of the monument/base for a distance of at least 2 inches on all sides and shall be composed of concrete.
 - e. Foundations and/or bases shall be installed even with the ground level.
5. Sealant shall be used between markers, bases, and foundations to protect markers and monuments from damage due to weather.
6. All corner stones and foot markers shall be placed with the top level to the ground.
7. All surplus material and dirt resulting from the installation or erection of any headstone or foot marker shall be removed from the lot and cemetery by the installer of such foundation of marker.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 11, 2023

A/R No.: 2023-754

Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject: ORDINANCE OF THE CITY OF LIBERTY, MISSOURI AMENDING
CHAPTER 7, ARTICLE XV, RELATING TO VIDEO SERVICES PROVIDERS IN
COMPLIANCE WITH CHANGES IN MISSOURI LAW

Summary:

- The Missouri General Assembly passed Senate Bills 153 and 97 in 2021 which, among other state law changes, altered the obligations of video service providers in their use of the City's rights-of-way.
- Among the altered obligations of video service providers, the Missouri General Assembly provided for a gradual decrease in the maximum franchise fee chargeable from 5% to 2.5% found in Section 67.2689 RSMo.

The gradual decrease in video services franchise fees decreases from the maximum allowable by 0.5% annually, to take place from August 28, 2023, to August 28, 2027.

Background:

The Missouri General Assembly passed Senate Bills 153 and 97 in 2021. The 2021 Legislation enacted the Wayfair taxation framework while also providing for a decrease in Video Service Providers (VSP) franchise fees. The VSP's argument for decreasing these franchise fees was that their primary competitors like Netflix, Hulu and other streaming platforms did not have to pay the same franchise fees by virtue of not operating within cities' rights-of-way. Under the 2021 Legislation, the decrease in VSP franchise fees was designed to be a gradual or "stairstep down" from 5% to 2.5% over the course of five years, decreasing by 0.5% each August 28 until finally reaching a rate of 2.5% in 2027. August 28, 2023, represents the first 0.5% decrease of the 2021 Legislation. The total impact on the General Fund Revenue is roughly a \$25,964.00 decrease each year until 2027 for a total decrease of \$129,852.00 over the five-year period.

The total impact on the City's Cable Franchise fee revenue over the year period is listed below:

	2023	2024	2025	2026	2027
5.00%	4.50%	4.00%	3.50%	3.00%	2.50%
	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%
259,643	233,678.70	207,714.40	181,750.10	155,785.80	129,821.50
5,192,860	(25,964.30)	(25,964.30)	(25,964.30)	(25,964.30)	(25,964.30)

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ordinance Amending Video Services Franchise Fees

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LIBERTY, MISSOURI AMENDING CHAPTER 7,
ARTICLE XV, RELATING TO VIDEO SERVICES PROVIDERS IN COMPLIANCE WITH
CHANGES IN MISSOURI LAW

WHEREAS, the Missouri General Assembly passed Senate Bills 153 and 97 in 2021 (the “2021 Legislation”) which, among other state law changes, altered the obligations of video service providers in their use of the City’s rights-of-way; and

WHEREAS, among those altered obligations of video service providers, the Missouri General Assembly provided for a gradual decrease on the maximum franchise fee chargeable from 5% to 2.5 found in Section 67.2689 RSMo; and

WHEREAS, the gradual decrease in video services franchise fees in Section 67.2689 RSMo. decreases the maximum allowable franchise fee for video services by 0.5% annually, to take place from August 28, 2023 to August 28, 2027; and

WHEREAS, the City Council desires to codify this decrease in video service provider franchise fees to prevent any confusion, overpayment, or overcharge from video service providers or from customers of such providers, to the extent that the amendments to Section 67.2689 RSMo. found in the 2021 Legislation are enforceable and not further amended, superseded, or preempted; and

WHEREAS, the City Council intends for this video service provider franchise fee decrease to occur annually at the beginning of the final quarter of the calendar year in accordance with Section 67.2689 RSMo.; and

WHEREAS, the City Council also desires to provide for any additional authority necessary to effectuate this change in video service provider franchise fees, including any necessary transmissions to video services providers or the Missouri Public Service Commission (the “PSC”).

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

SECTION I

Section 7-152, Franchise Fee, is hereby amended by adding [text], or by ~~repealing~~ the following text:

Sec. 7-152. – Franchise Fee.

Pursuant to Section 67.2689, RSMo., and as partial compensation for use of the City's public rights-of-way, each video services provider or other person providing cable services or video services within the City shall, to the extent permitted by law, pay to the City a fee ~~of five percent (5%) of on~~ the gross revenues from such video services provided in the geographic area of the City at the rate as follows:

Starting August 28, 2023, a franchise fee rate of 4.5%;

Starting August 28, 2024, a franchise fee rate of 4%;

Starting August 28, 2025, a franchise fee rate of 3.5%;

Starting August 28, 2026, a franchise fee rate of 3%; and

Starting August 28, 2027, a franchise fee rate of 2.5%

Provided, however, if Section 67.2689 RSMo. is further amended, superseded, or is preempted by federal regulation or statute, the City will charge the maximum allowable franchise fee rate upon video service providers. The franchise fee shall be paid on the provider's gross revenues on or before the last day of the month following the end of each calendar quarter. The City may further adjust the video service provider fee as permitted in Section 67.2689, RSMo., if necessary.

Such franchise fee payment shall be made as required by Section 67.2689, RSMo. The City shall have the right to audit any video services provider as authorized by Section 67.2691 RSMo. Late payments shall accrue interest due to the City compounded monthly at one and one-half percent (1.5%) or such other maximum rate as may be established by law.

SECTION II

The City Administrator, City Clerk, and City Attorney are hereby authorized to take all other steps to effectuate the purpose of this ordinance, including sending notice to the Missouri PSC or video service providers as may be required by law, or otherwise determined to be prudent, for the correct and accurate collection of the video service provider franchise fees.

SECTION III

The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION IV

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2023

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-759

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE APPROVING AN AGREEMENT FOR CITY OF LIBERTY
PROJECT PW-23-017, "CITY RECORDS AND POLICE EVIDENCE STORAGE
FACILITY SCOPING, ESTIMATE AND ACQUISITION PROJECT" WITH WELLNER
ARCHITECTS, INC. IN AN AMOUNT NOT TO EXCEED \$51,114.00

Summary:

- Ordinance approving a contract with Wellner Architects, Inc. for the "City Records and Police Records and Police Evidence Storage Facility Scoping, Estimate and Acquisition Project"

Background:

The City acquired 427 E. Mill St., Liberty MO 64068 in August 2023. The property consists of two lots with 0.32 acres. The site has two (2) existing prefabricated metal-framed and skinned buildings connected by approximately 10' enclosed space between them. Prior to being purchased, the facilities were utilized as a general workshop and storage unit for private citizen. The facilities need renovation to meet the City's functional needs in regard to records storage needs, security, service for police evidence processing, police records and long-term evidence retention, minor office, and restroom facilities.

The City Staff issued a Request for Qualifications and Proposals for the following Scope of Service:

1. Development of a comprehensive scope of work which fulfills the city's stated goals and objectives. Architects should do the following, to ensure an accurate scope:
 - Information Gathering and Programming;
 - Existing Facility and Site Analysis;
 - Coordinate with the City's applicable Public Works, Police, Information Technology and Building Maintenance staff respectively.
2. Assistance in selection of an appropriate project delivery method. Appropriate delivery methods may include, but are not limited to, Design Bid Build, DesignBuild or Construction Manager at Risk.
3. Development of a project budget/estimate which includes, but is not limited to, design fees, construction cost, furniture, fixtures, and equipment, and contingencies.

The City received two proposal/qualification packets from the following firms:

- Wellner Architects, Inc.
- WSKF Architects

A selection committee composed of 5 City staff members from 3 departments reviewed and assessed each submittal. The selection committee determined that Wellner Architects, Inc. was most qualified for the project. Following selection, the staff entered contract negotiations with Wellner Architects. The current scope of the service project is not to exceed \$51,114.00.

City staff recommend the following action:

- Approve an ordinance that would authorize a contract with Wellner Architects, Inc. for the selection of City of Liberty Project PW-23-017 for an amount not to exceed \$51,114.00.

Previous Action (if applicable):

None

Policy/Committee Review:

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

Financial Considerations:

X	Budgeted:	Line Item: 11.95.140.38.5989	Amount: \$51,114.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance to Approve a Contract with Wellner Building
2. PW-23-017 Contract_Signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT FOR CITY OF LIBERTY PROJECT PW-23-017, CITY RECORDS AND POLICE EVIDENCE STORAGE FACILITY SCOPING, ESTIMATE AND ACQUISITION PROJECT WITH WELLNER ARCHITECTS, 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 PW-23-017, City Records And Police Evidence Storage Facility Scoping, Estimate And Acquisition Project by and between the City of Liberty and Wellner Architects, Inc, in an amount not to exceed FIFTY ONE THOUSAND ONE HUNDRED FOURTEEN DOLLARS AND 00/100 DOLLARS (\$51,114.00), 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

CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES
LIBERTY, MISSOURI

THIS IS AN AGREEMENT made as of _____, 20_____

between Mayor, City Council, and the Citizens of the City of Liberty, Missouri, a municipal corporation (OWNER) and Wellner Architects, Inc. (ARCHITECT) for the City Records and Police Evidence Storage Facility Scoping, Estimate and Acquisition Project, Project Number PW-23-017.

OWNER and ARCHITECT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional ARCHITECTURAL services by ARCHITECT with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ARCHITECT and OWNER constitutes OWNER's written authorization to ARCHITECT to proceed on the date first above written with the first phase of the Basic Services described in Section 2 below and as further set forth in Exhibit A, "Scope of Services and Related Matters" ("Exhibit A") and in the other exhibits listed in Section 9 below. This Agreement will become effective on the date first above written.

Notwithstanding the foregoing, this Agreement shall not become effective, nor shall ARCHITECT proceed with the performance of any services hereunder until the City Council of Owner has duly approved this Agreement by Ordinance adopted as provided by law.

ARCHITECT represents and warrants that ARCHITECT is registered as a professional ARCHITECT and authorized to otherwise do business in accordance with the laws of the State of Missouri.

SECTION 1 GENERAL

1.1. Standard of Care.

ARCHITECT shall perform for or furnish to OWNER professional ARCHITECTURAL and related services in all phases of the Project to which this Agreement applies as herein-after provided. ARCHITECT shall serve as OWNER's prime design professional and ARCHITECTURAL representative for the Project providing professional ARCHITECTURAL consultation and advice with respect thereto. ARCHITECT may employ such ARCHITECT's Consultants as OWNER approves in advance in writing to assist in the performance or furnishing of professional ARCHITECTURAL and related services hereunder. ARCHITECT shall not be required to employ any ARCHITECT'S Consultant unacceptable to ARCHITECT. The standard of care for all professional ARCHITECTURAL and related services performed or furnished by ARCHITECT under this Agreement will be the care and skill ordinarily used by members of ARCHITECT's

profession practicing under similar conditions at the same time and in the same locality. ARCHITECT makes no warranties, express or implied under this Agreement or otherwise, in connection with ARCHITECT's services.

1.2. Coordination with Other Documents.

Not used.

1.3. Definitions.

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.3.1. Additional Services. Additional Services means the services to be performed for or furnished to OWNER by ARCHITECT described in Section 3 of this Agreement.

1.3.2. Agreement. Agreement means this Contract for Professional ARCHITECTURAL Services between OWNER and ARCHITECT including those exhibits listed in Section 9 of this Agreement.

1.3.3. Basic Services. Basic Services means the services to be performed for or furnished to OWNER by ARCHITECT described in Section 2 of this Agreement.

1.3.4. Construction Cost. Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ARCHITECT. Construction Cost does not include ARCHITECT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

1.3.5. Contractor. Contractor means the person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

1.3.6. ARCHITECT's Consultant. ARCHITECT's Consultant means a person or entity having a contract with ARCHITECT to perform or furnish Basic or Additional Services as ARCHITECT's independent professional associate or consultant engaged directly on the Project.

1.3.7. Defective. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or

- b. does not meet the requirements of any applicable review or reference standard

1.3.8. Total Project Costs. Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ARCHITECT and (on the basis of information furnished by OWNER) allowances for such other items as charges for all other professional and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties and for other services to be provided by others to the OWNER.

SECTION 2 BASIC SERVICES OF ARCHITECT

Upon execution of this Agreement by OWNER, the ARCHITECT shall perform for OWNER professional ARCHITECTURAL services in all phases of the Project as provided in Exhibit A. Those services set forth in Exhibit A will comprise the "Scope of Services".

Except as otherwise provided herein, the ARCHITECT shall not furnish any services with respect to the removal, encapsulation or containment of any hazardous waste or asbestos. Should any such material be encountered during the course of design or construction, work on that part of the project shall be suspended pending arrangements by the Owner for such removal, encapsulation, or containment.

SECTION 3 ADDITIONAL SERVICES OF ARCHITECT

If authorized in writing by OWNER, ARCHITECT shall furnish or obtain from others Additional Services of the types described in the appropriate section of Exhibit A. These services are not included as part of Basic Services, except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

SECTION 4 OWNER'S RESPONSIBILITIES

Except as otherwise provided in Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ARCHITECT and shall bear all costs incident thereto:

4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ARCHITECT under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ARCHITECT's services for the Project.

4.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance

requirements, flexibility, and any budgetary limitations; and furnish copies of all available design and construction standards which OWNER will require to be included in the Drawings and Specifications.

4.3 Assist ARCHITECT by placing at ARCHITECT'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

4.3.1 ARCHITECT may not rely upon or make any claim against OWNER with respect to the following:

4.3.1.1 The completeness of such reports and drawings for ARCHITECT'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures to be employed by ARCHITECT and safety programs incident thereto, or

4.3.1.2 Data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.3.1.3 Any ARCHITECT interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.4. Arrange for access to and make all provisions for ARCHITECT to enter upon public property as required for ARCHITECT to perform services under this Agreement.

4.5. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

4.6. Provide, as may be required for the Project:

4.6.1 accounting, bond and financial advisory, and insurance counseling services;

4.6.2. such legal services as OWNER may require or ARCHITECT may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

4.6.3. such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

4.7. Provide such inspection or monitoring services by an individual or entity other than ARCHITECT as OWNER may desire to verify:

4.7.1. that Contractor is complying with any law, rule, regulation, ordinance, code or

order applicable to Contractor's performing and furnishing the work.

ARCHITECT does not undertake in this Agreement to perform the services referred to in 4.7.1. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ARCHITECT.

4.8. Advise ARCHITECT 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 ARCHITECTURAL review and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ARCHITECT 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 ARCHITECT.

4.9. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections.

4.10. Give prompt notice in writing or by electronic means that are permanently preserved to ARCHITECT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ARCHITECT's services, or any defect or nonconformance in ARCHITECT's services.

4.11. Furnish, or direct ARCHITECT to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

4.12. Provide ARCHITECT with a fully executed City Ordinance awarding the Contract to the ARCHITECT.

SECTION 5 TIMES FOR RENDERING SERVICES

5.1. ARCHITECT's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ARCHITECT's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.1.1 ARCHITECT and OWNER shall make every effort possible to comply with the following schedule of Project milestones:

Notice-to-Proceed

5.2. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ARCHITECT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ARCHITECT's services shall be adjusted equitably.

5.3. If ARCHITECT's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER:

5.3.1. for more than three months through no fault of ARCHITECT, ARCHITECT shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ARCHITECT in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

5.3.2. for more than one year through no fault of ARCHITECT, or if ARCHITECT for any reason is required to render Construction Phase services more than one year after Substantial Completion is achieved, the rates and amounts of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment to reflect, among other things, changes in the various elements that comprise such rates of compensation.

5.4. In the event that the work designed or specified by ARCHITECT is to be performed or furnished under more than one prime contract, or if ARCHITECT's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ARCHITECT shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ARCHITECT's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in Exhibit A whether or not the work under such contracts is to proceed concurrently.

SECTION 6 PAYMENTS TO ARCHITECT FOR SERVICES AND REIMBURSABLE EXPENSES

6.1 Methods of Payment for Services and Expenses of ARCHITECT.

6.1.1. For Basic Services. OWNER shall pay ARCHITECT **\$51,114.00** for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit B.

6.1.2. For Additional Services. OWNER shall pay ARCHITECT for Additional Services performed or furnished under Section 3 on the basis set forth in Exhibit B.

6.2 Other Provisions Concerning Payments.

6.2.1. Preparation of Invoices. Invoices for Basic and Additional Services will be prepared in accordance with ARCHITECT's standard invoicing practices and will be submitted to OWNER by ARCHITECT at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

6.2.2. Unpaid Invoices. If OWNER fails to make any payment due ARCHITECT for services and expenses within thirty days after receipt of ARCHITECT's invoice therefore, the amounts due ARCHITECT will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested together with such sums as may be necessary to correct defective work and pay liquidated damages (if applicable) may be withheld from payment, and the undisputed portion will be paid.

6.2.3. Payments Upon Termination.

6.2.3.1. Termination by OWNER for Cause. In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ARCHITECT in accordance with this Agreement for all such services performed or furnished by ARCHITECT and ARCHITECT's Consultants through the completion of such phase will constitute total payment for such services. ARCHITECT also will be paid for all unpaid Additional Services.

6.2.3.1.2. During any phase of the Basic Services, ARCHITECT also will be paid for such services performed or furnished in accordance with this Agreement by ARCHITECT during that phase through the date of termination on the basis specified in Exhibit B. ARCHITECT also will be paid for the charges of ARCHITECT's Consultants employed to perform or furnish Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. ARCHITECT also will be paid for all unpaid Additional Services.

6.2.3.2. Termination by OWNER for Convenience. In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ARCHITECT in accordance with this Agreement for all such services performed or furnished by ARCHITECT and ARCHITECT's Consultants through the completion of such phase will constitute total payment for such services. ARCHITECT also will be paid for all unpaid Additional Services, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ARCHITECT also will be paid for such services performed or furnished by ARCHITECT during that phase through the date of termination on the basis specified in Exhibit B. In addition, ARCHITECT will be paid for the charges of ARCHITECT's Consultants employed to perform or furnish Basic Services through the effective date of the termination. ARCHITECT also will be paid for all unpaid Additional Services and for termination expenses under sub-paragraph 6.2.3.2.3 below.

6.2.3.2.3. In the event of termination by OWNER for convenience during or at completion of any phase of Basic Services, OWNER shall pay ARCHITECT's reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of Additional Services measured from the date of termination. Notwithstanding any other provision of this agreement, under no circumstances shall ARCHITECT be paid on the basis of anticipated profits in the event of termination for any reason, including but not limited to termination for default which was later determined to be unjustified.

6.2.3.3. Termination By ARCHITECT for Cause. In the event of termination by ARCHITECT for cause under paragraph 8.1.1, ARCHITECT shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. Records of ARCHITECT's Costs. Records of ARCHITECT's costs pertinent to ARCHITECT's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ARCHITECT's services.

SECTION 7 OPINIONS OF COST

7.1. Opinions of Probable Construction Cost. ARCHITECT's opinions of probable Construction Cost provided for herein are to be made on the basis of ARCHITECT's experience and qualifications and represent ARCHITECT's best judgment as an experienced and qualified professional ARCHITECT generally familiar with the construction industry. However, since ARCHITECT 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, ARCHITECT cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ARCHITECT. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

7.2. Opinions of Total Project Costs. ARCHITECT assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

SECTION 8 GENERAL CONSIDERATIONS

8.1. Termination. The obligation to provide further services under this Agreement may

be terminated:

8.1.1. For cause,

8.1.1.1. by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

8.1.1.2. by ARCHITECT:

8.1.1.2.1. upon seven days' written notice if ARCHITECT believes that ARCHITECT is being requested by OWNER to furnish or perform services contrary to ARCHITECT's responsibilities as a licensed design professional; or

8.1.1.2.2. upon seven days' written notice if the ARCHITECT's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ARCHITECT's control.

8.1.1.2.3 In the case of termination under this paragraph 8.1.1.2, ARCHITECT shall have no liability to OWNER on account of such termination.

8.1.2. For convenience, by OWNER effective upon the receipt of notice by ARCHITECT.

8.2. Reuse of Documents. All documents including Drawings and Specifications provided or furnished by ARCHITECT (or ARCHITECT'S consultants) pursuant to this Agreement are and shall remain the property of the OWNER, whether the project for which they are prepared are executed or not. The ARCHITECT shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the project. The Drawings and Specifications may be used by the OWNER only for completion of this project, or if the ARCHITECT is adjudged to be in default under this Agreement, for completion of this project by others without further compensation of the ARCHITECT.

8.3. Insurance.

8.3.1. ARCHITECT shall procure and maintain professional liability insurance to protect the ARCHITECT against the negligent acts, errors or omissions of the ARCHITECT and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement. The ARCHITECT's insurance coverage shall not be for less than \$2,000,000, each claim and in the annual aggregate.

8.3.2. ARCHITECT shall also procure and maintain the following insurance.

8.3.2.1 General Liability Insurance, with a combined single limit of \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

- 8.3.2.2. Automobile Liability Insurance, with a combined single limit of \$2,000,000 for each person and \$2,000,000 for each accident.
- 8.3.2.3. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

8.4. Controlling Law. This Agreement is to be governed by the law of the State of Missouri.

8.5. Successors and Assigns.

8.5.1. OWNER and ARCHITECT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ARCHITECT (and to the extent permitted by paragraph 8.5.2 the assigns of OWNER and ARCHITECT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ARCHITECT may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this Agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ARCHITECT to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ARCHITECT.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ARCHITECT and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

8.6. Allocation of Risks--Indemnification.

8.6.1. To the fullest extent permitted by law, ARCHITECT shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of ARCHITECTs, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of ARCHITECT or ARCHITECT's officers, directors,

partners, employees, agents and ARCHITECT's Consultants in the performance and furnishing of ARCHITECT's services under this Agreement.

8.7. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested or by a nationally recognized overnight courier service, provided, however, that in the case of OWNER, a copy of such notice must also be mailed by first class mail to GEORGE E. KAPKE, KAPKE & WILLERTH, L.L.C, 3304 NE Ralph Powell Road, Lee's Summit, Missouri 64064. All notices shall be effective on the date of receipt, if given personally, and on the third day following placing of such notice in the U.S. Mail or the delivery of such notice to a nationally recognized overnight courier service.

8.8. Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ARCHITECT under this Agreement or the termination of this Agreement for any reason.

8.9. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ARCHITECT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.10. Attorney's Fees. Should any litigation be commenced between the parties hereto concerning the subject of this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

SECTION 9 EXHIBITS AND SPECIAL PROVISIONS

9.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Scope of Services", consisting of 1 pages.

9.1.2. Exhibit B, "Payments to ARCHITECT for Services", consisting of 2 pages.

9.2. This Agreement and the Exhibits identified above constitutes the entire agreement between OWNER and ARCHITECT and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

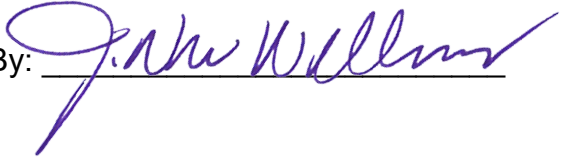
OWNER

ARCHITECT

City of Liberty

Wellner Architects, Inc.

By: _____
Greg Canuteson, Mayor

By:  _____

[Corporate Seal]

Attest: _____
Deputy City Clerk

Attest:  _____

Address for giving notices
City
101 E. Kansas
Liberty, Missouri, 64068

Address for giving notices
ARCHITECT
1627 Main Street #100
Kansas City, MO 64108

Exhibit A

Scope of Services:

Our basic services will include facility assessment, programming, and concept design. Our additional services to provide design through construction phase services will be negotiated based standard on hourly rates for the year when services are performed.

1. Kick off meeting to review work plan and schedule site visits and meetings
2. Document existing conditions
3. Procure site survey (site survey and title search, but not boundary survey)
4. Assess interior building and systems condition
5. Assess building structural condition
6. Assess exterior building condition
7. Assess site and utilities condition
8. Tour existing facilities proposed to relocate to 427 Mill St.
9. Identify stakeholders from Public Works, Police, IT, Maintenance
10. Prepare programming questionnaire and distribute to stakeholders
11. Programming meeting with stakeholders to review:
 - a. Goals and Objectives
 - b. Questionnaire responses
 - c. Building program: discuss proposed space functions, size requirements, adjacencies, environmental conditions, finishes, equipment, security, technology and communications.
 - d. Site program: access, deliveries, parking, utilities, aesthetics
12. Prepare building sf program document and site requirements
13. Preliminary code review
14. Prepare space plan options
15. Prepare exterior 3d building image recommendations
16. Review sf program, space plan, and exterior building image with stakeholders
17. Meet to discuss procurement options, pros and cons
18. Develop project budget for construction, FF&E, and soft costs for fees and services
19. Develop project schedule
20. Prepare final Scope of Work document draft
21. Review draft document
22. Update deliverable and submit



Exhibit B

Payments to Architect:

Wellner Architects proposes a lump sum fee of \$51,144.00 for basic services:

Liberty Police Records and Evidence Storage Facility							
11/29/2023	Person Hours						Fee
SCOPE: Architectural/Engineering Services		Sr Project	Project	Sr Tech	Support	Total	
Discipline	Principal	A/E	Architect	Designer		Hours	
Scope of Work Document: Assessment, Programming, Concept Design							
Admin	8				8	8	\$ 2,384.00
Kick-off Meeting	3	3	3			9	\$ 1,716.00
Procure site survey	2					2	\$ 420.00
Site Visit		4	4	4		12	\$ 2,104.00
Document existing conditions			4	16		20	\$ 3,324.00
Assess interior building condition (photos and notes)		2	8			10	\$ 1,774.00
Assess exterior building condition (photos and notes)		2	8			10	\$ 1,774.00
Assess site condition (photos and notes)		2	8			10	\$ 1,774.00
Tour existing facilities proposed to for 427		4	4			8	\$ 1,448.00
Code Review			4			4	\$ 700.00
Prepare programming questionnaire and distribute			4			4	\$ 700.00
Prepare for programming meeting		4	4			8	\$ 1,448.00
Programming meeting	3	3	3			9	\$ 1,716.00
Prepare sf building program and site requirements			4			4	\$ 700.00
Prepare space requirements for function, size, adjacencies, environmental conditions, finishes, equipment, IT, comm			8			8	\$ 1,400.00
Develop space plans and 3d bldg image			16	16		32	\$ 5,424.00
Review Meeting	3	3	3			9	\$ 1,716.00
Prepare procurment options, pros and cons	1	2	8			11	\$ 1,984.00
Develop budget and schedule	1	2	8			11	\$ 1,984.00
Prepare Scope of Work Deliverable draft	1	2	8			11	\$ 1,984.00
Review Meeting	3	3	3			9	\$ 1,716.00
Finalize and submit deliverable		2	8			10	\$ 1,774.00
Subtotal							\$ 39,964.00
Expenses							\$ 200.00
Cost Estimator							\$ 2,000.00
Site Survey (does not include Boundry Survey)							\$ 5,450.00
Structural assessment allowance							\$ 3,500.00
Total	25	38	120	36	8	219	\$ 51,144.00



Additional Services Fee:

Wellner Architects anticipates providing additional services for potential additional scopes of work that may be added to Basic Services, and to complete the architectural and engineering for the project. If the owner requests these services, they will be negotiated using standard hourly rates for the year in which services begin. Below are our 2023 standard hourly rates for architectural and MEP engineering. Additional rates for structural engineering, civil engineering, and other specialty services as required, will be provided at such time that additional services are requested.

Rates 2023		
Principal	Julie	\$210
Sr. Project Architect/Engineer	Jason, Cory, Ann	\$187
Project Architect	Lindsey, David, Jim	\$175
Sr. Technical Designer	Tony, Ken	\$164
Designer	Brent	\$151
Tech Designer		\$142
Sr. Interior Designer	Hannah	\$141
Graduate Arch	Brooklyn	\$95
Support II	Emily	\$88
Support I	Elisabeth	\$65

Basic Services Schedule (adjusted if additional scope is added to Basic Services), not including owner review time, or delays due to stakeholder meeting scheduling:

NTP: Dec 20
Assessment: Jan 2 – Jan 16
Programming: Jan 16 – Jan 30
Concept Design: Jan 30 - Feb 13
Final Deliverable: Feb 13 – Feb 20

Not Included:

- A/E design through construction phase services
- Bidding contract documents
- Building Expansion
- Hazardous Material investigation, testing or removal specifications
- Permit or Plan Review fees
- Furniture Selections
- Structural Engineering, Civil Engineering
- Landscape Design
- Special Inspections or Material Testing

Standard Contract for Services Comments:

1. Please modify "Engineer", to "Architect".
2. Expansion, per 4.2, is not an option at the site and has not been including in our proposal

Please let me know if you have any questions.

Thank you,



Julie Wellner, AIA
Wellner Architects, Inc.





CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-761

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: ORDINANCE APPROVING AN AGREEMENT WITH MYRICK MECHANICAL FOR THE PURCHASE AND INSTALLATION OF TWO NEW HVAC UNITS (RTU #3 & RTU #4) LOCATED AT THE LIBERTY COMMUNITY CENTER FOR AN AMOUNT NOT TO EXCEED \$38,895.00

Summary:

- During a scheduled preventative maintenance service call, holes were discovered in the heat exchangers of RTU #3 & RTU #4. A quote was received from Myrick Mechanical in the amount of \$38,895.00 for the full replacement of RTU #3 & RTU #4.
- RTU #3 (Lower Level Wellness Center Strength Side)
 - The new purchase and installation of a new Carrier HVAC unit is \$19,447.50.
 - This HVAC unit is a standard package 10-ton rooftop unit.
 - This unit comes with a one-year, all parts limited warranty and a four-year warranty on the compressor, heating elements, air economizer and heat exchanger wheel.
 - The current unit was installed in 1992 and is original to the LCC.
- RTU #4 (Upper Level Blue Room)
 - The new purchase and installation of a new Carrier HVAC unit is \$19,447.50.
 - This HVAC unit is a standard package 10-ton rooftop unit.
 - This unit comes with a one year all parts limited warranty and a four-year warranty on the compressor, heating elements, air economizer and heat exchanger wheel.
 - The current unit was installed in 1992 and is original to the LCC.

Background:

The Liberty Community Center opened on February 17, 1992. HVAC rooftop units RTU #3 & RTU #4 are original to the building. Holes were discovered in the heat exchangers of RTU #3 & RTU #4 during fourth quarter preventative maintenance by Myrick Mechanical.

RTU #3 – This unit provides services to the Liberty Community Center Lower Level

Wellness Center Strength Side. It was determined that the unit had a hole in the heat exchanger.

RTU #4 – This unit provides services to the Liberty Community Center Upper Level Blue Room. It was determined that the unit had a hole in the heat exchanger.

A quote was received from Myrick Mechanical in the amount of \$38,895.00 for the FULL replacement of RTU #3 & RTU #4. The new 10-Ton Carrier units come with a one -year, all parts limited warranty and a four-year warranty on the compressor, heating elements, air economizer and heat exchanger wheel.

Due to the age of the units being 31 years old and being the original equipment for the building, the cost of ongoing repairs and uncertainty by the vendor about the future operation of the units, staff recommends full replacement of RTU #3 & RTU #4.

Staff recommend approval of a contract with Myrick Mechanical for the purchase and installation of the Liberty Community Center's RTU #3 & RTU#4 in an amount not to exceed \$38,895.00.

Replacement units will be funded through the Liberty Community Center 2024 operations budget.

Presented to and approved by the Park Board at their regularly scheduled meeting on December 7, 2023.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
x Other: Park Board	Completed/Recommended: December 7, 2023

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
x Non-Budgeted	Line Item: 65.60.491.14.5571	Amount: \$38,895.50
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Approving Myrick Mechanical
2. SIGNED CONTRACT Myrick Mechanical RTU#3 RTU#4 12-05-2023

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT WITH MYRICK MECHANICAL FOR
THE PURCHASE AND INSTALLATION OF TWO NEW HVAC UNITS (RTU #3 & RTU
#4) LOCATED AT THE LIBERTY COMMUNITY CENTER
IN AN AMOUNT NOT TO EXCEED \$38,895.00

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 Myrick Mechanical, 700 Main St., Pleasanton, KS 66075, in an amount not exceed THIRTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS AND NO/100 (\$38,895.00) for the replacement of two HVAC units at the Liberty Community, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



CONTRACT FOR SERVICES

LIBERTY COMMUNITY CENTER RTU #3 & RTU #4 REPLACEMENT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 11th day of December, 2023, between Myrick Mechanical, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 700 Main Street, Pleasanton, KS 66075, hereafter referred to as the Contractor, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

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

This contract approved on **December 11, 2023** and is effective as of **December 11, 2023** and shall remain in effect as described within.

ARTICLE I THE WORK

Contractor agrees to perform all work and provide all materials as specified in (PK20-24) Request for Proposal and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II CONTRACT TERM

This agreement is for the purchase and installation of new RTU #3 & RTU #4 at the Liberty Community Center to be completed as soon as possible and no later than January 31, 2024.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work for this project as described in the proposal and in accordance with the approved service rates included as a part of the 2024 HVAC service provider's contract for a not-to-exceed amount of \$38,895.00 for the replacement of RTU #3 and RTU #4.

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

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work within thirty (30) days of receipt of verified invoices. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineers' estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

FORCE MAJEURE

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

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

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

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

ARTICLE XI AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XII ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

(SEAL)

THE CITY OF LIBERTY, MISSOURI

By: _____
Greg Canuteson, Mayor

Attest: _____
Sarah Ranes, Deputy City Clerk

(SEAL)

Myrick Mechanical
Company Name
By: Travis Myrick
Title: V.P.
Attest: Kathy Fairbanks

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

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

A. Procedures

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

B. Contract Award

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

C. Insurance

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

1. Comprehensive General Liability:

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

2. Comprehensive Automobile Liability:

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

3. Workers' Compensation:

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

4. Employers' Liability:

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

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

G. Invoicing and Payment

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

H. Cancellation

The City of Liberty reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. Contractual Disputes

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

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

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

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

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

N. Permits

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

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

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

PROJECT PROPOSALS
(see attached)



CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-762

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: ORDINANCE APPROVING A CONTRACT WITH ZIPCO CONTRACTING, INC. TO REMODEL THE FIRST AND SECOND FLOOR BATHROOMS PROVIDING ADA COMPLIANT PUBLIC BATHROOMS AND FIRST FLOOR LOBBY IN AN AMOUNT NOT TO EXCEED \$152,050.00

Summary:

- Second floor bathroom room conversion to be an ADA-compliant men's and women's bathroom with new epoxy flooring.
- First floor bathrooms to be converted to family bathrooms with one being ADA compliant with new epoxy flooring.
- Renovating the first floor atrium area includes new epoxy flooring.

Background:

The general access bathrooms on the first floor and second floor need to be upgraded to provide ADA-compliant facilities. The bathrooms include the removal of existing floor and wall tiles, partial walls, and existing toilets, and will be replaced with new flooring, LED lighting, ADA stools, sinks and faucets, new partitions and grab bars. The contract will be with ZIPCO Contracting, Inc. for the following amounts:

- Second floor men's and women's ADA-compliant bathroom remodel for \$72,955.00
- First floor bathroom remodel for one family and one ADA-compliant family bathroom for \$61,460.00
- First floor lobby remodel for \$17,635.00

The total contract amount is \$152,050.00.

Construction quotes were requested from JE Dunn and Premier Contracting with no prices being submitted.

ZIPCO Contracting is also an approved vendor through the State of Missouri cooperative bidding process, which approves sole source contracting as well.

It is our recommendation for approval with ZIPCO Contracting, Inc for the remodel of the first and second floor bathrooms and first floor lobby for an amount of \$152,050.00.

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: 11.95.140.36.7510	Amount:\$152,050.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ord to Approve Contract with ZIPCP Contracting
2. ZIPCO First Floor Bathroom
3. ZIPCO First Floor Lobby and Flooring Redo
4. ZIPCO Second Floor Bathrooms

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH ZIPCO CONTRACTING, INC. TO
REMODEL THE FIRST AND SECOND FLOOR BATHROOMS PROVIDING ADA
COMPLIANT PUBLIC BATHROOMS AND FIRST FLOOR LOBBY IN AN AMOUNT
NOT TO EXCEED \$152,050.00

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 approve a contract with ZIPCO Contracting for bathroom and lobby remodeling between the City of Liberty and ZIPCO Contracting, Inc., in an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND FIFTY 00/100 DOLLARS (\$152,050.00), a copy of said contracts 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



November 28, 2023

Michael Crooks
City of Liberty, Public Works
Facilities Supervisor
101 E. Kansas
P.O. Box 159
Liberty, MO 64069

Dear Michael,

Thank you for the opportunity to provide our services. Zipco Contracting, Inc. would like to offer the following for your consideration.

Project: City Hall 1st Floor Bathroom Remodel (ADA), Men's and Women's.

Women's

- 1) Mobilize men and materials to job site during normal business hours.
- 2) Completely remove the existing half wall inside the door, as this will provide the required wheelchair clearance
- 3) Remove the sink/counter and replace with a new wall hung sink with single bowl.
- 4) Remove existing toilet and dispose.
- 5) Remove a portion of the fixed stall wall to make room for handicapped partition door.
- 6) Remove all existing floor tile and wall tile and sheetrock on the walls, dispose.
- 7) Provide and install new moisture drywall all around the perimeter of the bathroom.
- 8) Tape and fill and sand for new ceramic wall tile.
- 9) Remove the existing light soffit and rework ceiling grid and tile.
- 10) We will provide and install new ceramic wall tile from floor to ceiling grid, all around the perimeter.
- 11) We will provide and install new ceramic floor tile.
- 12) We will provide and install new plate mirror and reuse accessories.
- 13) We will provide and install new LED lights.
- 14) We will provide and install a new ADA stool, sink and faucet.
- 15) We will provide and install new solid plastic bathroom partitions as needed.
- 16) We will provide and install new grab bars in ADA stall.
- 17) Remove all debris to a dumpster off site and clean up daily.
- 18) We will paint the door frame and door.
- 19) No Permit is necessary as per City.

4110 N. Corrington ♦ Kansas City, MO 64117 ♦ (816) 471-3797 ♦ Fax (816) 472-0742

www.zipcocontracting.com

Men's

- 1) We will remove the existing bathroom partitions and doors and dispose.
- 2) We will remove the existing toilet and urinal and dispose.
- 3) We will remove the soffit and rework the ceiling grid and tiles.
- 4) We will remove plumbing for urinal and cap inside the wall.
- 5) We will remove all existing ceramic floor tile and wall tile along with the existing drywall all around the perimeter.
- 6) We will provide and install new moisture sheetrock and tape and mud and sand.
- 7) We will provide and install new wall tile from floor to ceiling all around the perimeter.
- 8) We will provide and install new ceramic floor tile.
- 9) We will paint the door frame and door.
- 10) We will provide and install a new Quartz top with one sink bowl.
- 11) We will provide and install new LED lights.
- 12) We will install a new plate mirror.
- 13) We will provide and install a new ADA stool, sink and faucet.
- 14) We will provide and install solid plastic partitions as needed for one ADA stall.
- 15) We will provide and install new grab bars in ADA stall and reuse existing accessories.
- 16) We will remove all debris to a dumpster off site and clean up daily.
- 17) City Permit has been waived.

TOTAL MATERIALS AND LABOR: **\$56,480.00**

ALTERNATE #1: To install trowel down quartz epoxy floor with 6" integral epoxy base in both bathrooms, ADD: **\$4,980.00**

Excluded: Plans, permit, overtime, and anything not mentioned above.

If you have any questions or I may further, please call me at 816-471-3797

Sincerely,



Steve Mapel
Project Manager/Estimator
Zipco Contracting, Inc.

Zipco Contracting, Inc.

If the proposed work and all terms on the preceding proposal are agreeable please sign below, initial where indicated, and return a copy of signed contract to Zipco Contracting. This proposal is void if not accepted within thirty (30) days from the date of issuance.

BY ACCEPTING THIS PROPOSAL CUSTOMER AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OR ELSEWHERE, WHETHER WRITTEN OR OTHERWISE, SHALL VOID THIS PROPOSAL UNLESS ACCEPTED IN WRITING BY ZIPCO.

Date of Acceptance: _____ Date of Proposal: 11-29-23

Business Name: _____

Customer Signature: _____ Amount Accepted: _____

Print Name: _____

Title: _____

ZIPCO CONTRACTING, INC. (Contractor)

By Steve Mapel

___ Zipco ___ Customer

GENERAL TERMS OF THE CONTRACT

1. **CHANGES IN THE WORK.** It is understood that the type of work called for in the Agreement may require changes as the work progresses. Contractor will perform changes in the work (including changes requested by Customer) only after consultation with the Customer, and an agreement on changes in the Contract Price and time for performance.

2. **PAYMENT TERMS.** Payments shall be made monthly upon receipt of an invoice for portion of the Work performed during that month. Invoices are due in full 30 days following receipt by Customer. Any unpaid balance under this agreement shall bear interest at the rate of 1 ½% per month. In the event that any sums due hereunder are referred for collection, Company shall be entitled to recover all costs and expenses of collection, including but not limited to attorneys' fees, expert fees, court costs, service fees, and any other expense associated with collection. The parties expressly agree that all payments due under this agreement shall constitute scheduled payments as defined by Section 431.180 RSMo.

3. **TAXES.** Contractor's price includes applicable taxes imposed on the work or materials included in this contract, to the extent required by law to be collected by Contractor. Such taxes may be separately itemized on invoices

4. **DEFAULT BY CUSTOMER.** If Customer fails, or is unable for any reason, to make any payment when due, or prevents Contractor from completing its Work in a timely and uninterrupted manner, or fails to comply with any term, condition or provision of this Contract, Contractor may resort to any remedy available to it by this Contract, or by law.

5. **DELAYS AND CLAIMS:**

a. **Liability only for Acts within Contractor's Control.** Contractor will be excused and will not be liable for any damages, whether direct, incidental or consequential, for any delay or failure in performance (including but not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by Contractor's suppliers and carriers) except to the extent caused by, or within the direct control of Contractor.

b. **Notice of Claims, When.** Any claims by Customer against Contractor must be presented in writing with particulars to Contractor within Thirty (30) days after they arise; otherwise Contractor shall have no responsibility of liability in respect thereof.

6. **REMEDIES OF CONTRACTOR.** In case of any default by Customer, Contractor may, after reasonable notice and opportunity to cure, not to exceed Ten (10) days; (a) demand payment of the contract price, less a sum equal to Contractor's cost of any labor and materials not furnished or ordered if the Work is not complete, (b) enter the premises and remove its equipment and any unused material, (c) invoke and pursue such other or additional remedies as may be provided by law.

7. **DISPUTE RESOLUTION.** This agreement shall be governed by the laws of the State of Missouri. In the event that a dispute arises regarding this agreement, performance hereunder or any work or payment performed or owed by hereunder, the parties agree that the Circuit Court of Clay County, Missouri, shall be the exclusive forum for any lawsuit arising out of or in any way related to any such dispute. The parties agree that the only court for any lawsuit shall be the Circuit Court of Clay County, Missouri. As a precondition to filing any legal action, however, the parties agree to first request and participate in non-binding mediation as described in Rule 17.01(b)(3) of the Missouri Rules of Civil Procedure. If the parties are unable to agree on the selection of a mediator within 10 days of a demand for mediation by either party, they shall request that Presiding Judge of the Circuit Court of Clay County, Missouri, appoint a mediator who is experienced in construction disputes. Each party shall pay one-half of the mediator's fee. This requirement of participation in non-binding mediation may be waived by written agreement of both Customer and Contractor.

8. **INSURANCE**

a. Customer shall purchase and maintain property insurance on its property and liability insurance to cover the acts or omissions of its agents and employees at the site. Contractor agrees to maintain liability insurance and workers compensation insurance on Contractor's employees during the performance of any work.

9. OBLIGATIONS OF CUSTOMER AT SITE OF WORK.

a. **Unanticipated Conditions.** If Contractor encounters unanticipated conditions or structural features not specifically disclosed by Customer to Contractor in writing before the commencement of the work Contractor will advise Customer and the parties will work out a mutually acceptable adjustment to the work, price, and performance time to compensate Contractor for addressing such conditions and/or features.

b. **Site preparation.** Prior to the arrival of installation personnel, Customer, at Customer's expense, will properly prepare the job site and arrange suitable access for Contractor's personnel, equipment, and materials during the time of installation. Customer will provide Contractor at no charge sufficient electrical power and water for the performance of the work. If the job site does not meet these conditions prior to arrival of Contractor's personnel, Customer will reimburse Contractor for any cost of delay, including without limitation, equipment rental fees and personnel wages.

10. HAZARDOUS SUBSTANCES. In the event Contractor determines the presence of or has reason to believe the presence of lead, asbestos, PCB's, VOC's, or any other hazardous substance ("Hazardous Substance"), at the job site, the presence of which will cause Contractor's workers or other persons to come into contact with or be exposed to such Hazardous Substance, Contractor may immediately stop all work and report the condition to Customer. The work will be resumed only after the removal of all Hazardous Substances or when it has been rendered harmless as certified by a professional qualified to remove such Hazardous Substance and to make such a determination. All costs of testing for, removal of, or to render such Hazardous Substance harmless will be borne by Customer.

11. LIMITED WARRANTY. EXCEPT AS PROHIBITED BY APPLICABLE LAW: (1) CONTRACTOR'S IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR USE ARE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE WORK; AND (2) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR LOSS OF PROFIT OR OTHER ECONOMIC LOSS, INDIRECT LOSS, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES OR OTHER SIMILAR OR RELATED DAMAGES, ARISING OUT OF ANY BREACH OR OBLIGATION UNDER THIS AGREEMENT, ARISING OUT OF NEGLIGENCE, PRODUCT LIABILITY, STATUTE OR ANY OTHER LEGAL THEORY. IT IS EXPRESSLY AGREED THAT REGARDLESS OF THE THEORY OF LEGAL LIABILITY ADVANCED. THE LIABILITY OF COMPANY, IF ANY SHALL NOT EXCEED THE FEE CHARGED FOR SERVICES PERFORMED OF MATERIALS PROVIDED UNDER THIS AGREEMENT.

12. ENTIRE AGREEMENT. This proposal constitutes the entire agreement between the parties. No representations, statements or discussions between Contractor and Customer or Customer's Representative shall be a part of this contract.

13. MODIFICATION. No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless said waiver, alteration or modification be in writing and signed by a duly authorized representative of each party.

14. FUNGI & BACTERIA EXCLUSION. Contractor's warranty does not extend to and Contractor shall not be responsible for any claims, damages, losses or expenses to any person or property that occur or are alleged to occur as the result of any ingestion, contact with or exposure to any fungi or bacteria or loss or damages or expenses arising from testing for, monitoring, abating, removing, cleaning up, treating, disposing of or in any way responding to the presence of or effects of any fungi or bacteria due to the moisture infiltration (past, present or future). This exclusion of liability shall apply to any claim against the Contractor, whether it be under the Contractor's warranty or otherwise, that arises from or is in any way connected to the Contract Agreement. "Fungi" means any type or form of fungus, including but not limited to yeast, mold, mildew, blight or mushroom, and including any mycotoxins, spores, scents or any other substances, products, or byproducts produced by, released by or arising out of the current or past presence of fungi.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT OT CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

___ Zipco ___ Customer



November 30, 2023

Michael Crooks
City of Liberty, Public Works
Facilities Supervisor
101 E. Kansas
P.O. Box 159
Liberty, MO 64069

Dear Michael,

Thank you for the opportunity to provide our services. Zipco Contracting, Inc. would like to offer the following for your consideration.

Project: City Hall 1st Floor Lobby remodeling.

Scope of Work, 1st floor Lobby

- 1) Mobilize men and materials to job site during normal business hours.
- 2) Block off entrances to job site to protect citizens.
- 3) Remove all existing ceiling tiles and dispose.
- 4) Paint existing ceiling grid.
- 5) Remove all existing quarry tile floor and dispose. Walk off carpet in vestibule will remain as is.
- 6) We will paint the existing door frames and 3 painted doors, on lobby side only.
- 7) We will prep and paint the existing walls, two coats.
- 8) We will provide and install trowel down quartz epoxy floor with 6" integral base.
- 1) We will remove all debris to a dumpster on site and clean up daily.
- 2) City Permit has been waived.

TOTAL MATERIALS AND LABOR: **\$17,635.00**

Excluded: Plans, permit, overtime, moving furniture and anything not mentioned above.

Sincerely,

Steve Mapel
Project Manager/Estimator
Zipco Contracting, Inc.

A handwritten signature in blue ink that reads 'Steve Mapel'.

4110 N. Corrington ♦ Kansas City, MO 64117 ♦ (816) 471-3797 ♦ Fax (816) 472-0742

www.zipcocontracting.com

Zipco Contracting, Inc.

If the proposed work and all terms on the preceding proposal are agreeable please sign below, initial where indicated, and return a copy of signed contract to Zipco Contracting. This proposal is void if not accepted within thirty (30) days from the date of issuance.

BY ACCEPTING THIS PROPOSAL CUSTOMER AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OR ELSEWHERE, WHETHER WRITTEN OR OTHERWISE, SHALL VOID THIS PROPOSAL UNLESS ACCEPTED IN WRITING BY ZIPCO.

Date of Acceptance: _____

Date of Proposal: 11-30-23

Business Name: _____

Customer Signature: _____

Amount Accepted: _____

Print Name: _____

Title: _____

ZIPCO CONTRACTING, INC. (Contractor)

By Steve Masel

GENERAL TERMS OF THE CONTRACT

1. CHANGES IN THE WORK. It is understood that the type of work called for in the Agreement may require changes as the work progresses. Contractor will perform changes in the work (including changes requested by Customer) only after consultation with the Customer, and an agreement on changes in the Contract Price and time for performance.

2. PAYMENT TERMS. Payments shall be made monthly upon receipt of an invoice for portion of the Work performed during that month. Invoices are due in full 30 days following receipt by Customer. Any unpaid balance under this agreement shall bear interest at the rate of 1 ½% per month. In the event that any sums due hereunder are referred for collection, Company shall be entitled to recover all costs and expenses of collection, including but not limited to attorneys' fees, expert fees, court costs, service fees, and any other expense associated with collection. The parties expressly agree that all payments due under this agreement shall constitute scheduled payments as defined by Section 431.180 RSMo.

3. TAXES. Contractor's price includes applicable taxes imposed on the work or materials included in this contract, to the extent required by law to be collected by Contractor. Such taxes may be separately itemized on invoices

4. DEFAULT BY CUSTOMER. If Customer fails, or is unable for any reason, to make any payment when due, or prevents Contractor from completing its Work in a timely and uninterrupted manner, or fails to comply with any term, condition or provision of this Contract, Contractor may resort to any remedy available to it by this Contract, or by law.

5. DELAYS AND CLAIMS:

a. **Liability only for Acts within Contractor's Control.** Contractor will be excused and will not be liable for any damages, whether direct, incidental or consequential, for any delay or failure in performance (including but not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by Contractor's suppliers and carriers) except to the extent caused by, or within the direct control of Contractor.

b. **Notice of Claims, When.** Any claims by Customer against Contractor must be presented in writing with particulars to Contractor within Thirty (30) days after they arise; otherwise Contractor shall have no responsibility of liability in respect thereof.

6. REMEDIES OF CONTRACTOR. In case of any default by Customer, Contractor may, after reasonable notice and opportunity to cure, not to exceed Ten (10) days; (a) demand payment of the contract price, less a sum equal to Contractor's cost of any labor and materials not furnished or ordered if the Work is not complete, (b) enter the premises and remove its equipment and any unused material, (c) invoke and pursue such other or additional remedies as may be provided by law.

7. DISPUTE RESOLUTION. This agreement shall be governed by the laws of the State of Missouri. In the event that a dispute arises regarding this agreement, performance hereunder or any work or payment performed or owed by hereunder, the parties agree that the Circuit Court of Clay County, Missouri, shall be the exclusive forum for any lawsuit arising out of or in any way related to any such dispute. The parties agree that the only court for any lawsuit shall be the Circuit Court of Clay County, Missouri. As a precondition to filing any legal action, however, the parties agree to first request and participate in non-binding mediation as described in Rule 17.01(b)(3) of the Missouri Rules of Civil Procedure. If the parties are unable to agree on the selection of a mediator within 10 days of a demand for mediation by either party, they shall request that Presiding Judge of the Circuit Court of Clay County, Missouri, appoint a mediator who is experienced in construction disputes. Each party shall pay one-half of the mediator's fee. This requirement of participation in non-binding mediation may be waived by written agreement of both Customer and Contractor.

8. INSURANCE

a. Customer shall purchase and maintain property insurance on its property and liability insurance to cover the acts or omissions of its agents and employees at the site. Contractor agrees to maintain liability insurance and workers compensation insurance on Contractor's employees during the performance of any work.

9. OBLIGATIONS OF CUSTOMER AT SITE OF WORK.

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10. HAZARDOUS SUBSTANCES. In the event Contractor determines the presence of or has reason to believe the presence of lead, asbestos, PCB's, VOC's, or any other hazardous substance ("Hazardous Substance"), at the job site, the presence of which will cause Contractor's workers or other persons to come into contact with or be exposed to such Hazardous Substance, Contractor may immediately stop all work and report the condition to Customer. The work will be resumed only after the removal of all Hazardous Substances or when it has been rendered harmless as certified by a professional qualified to remove such Hazardous Substance and to make such a determination. All costs of testing for, removal of, or to render such Hazardous Substance harmless will be borne by Customer.

11. LIMITED WARRANTY. EXCEPT AS PROHIBITED BY APPLICABLE LAW: (1) CONTRACTOR'S IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR USE ARE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE WORK; AND (2) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR LOSS OF PROFIT OR OTHER ECONOMIC LOSS, INDIRECT LOSS, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES OR OTHER SIMILAR OR RELATED DAMAGES, ARISING OUT OF ANY BREACH OR OBLIGATION UNDER THIS AGREEMENT, ARISING OUT OF NEGLIGENCE, PRODUCT LIABILITY, STATUTE OR ANY OTHER LEGAL THEORY. IT IS EXPRESSLY AGREED THAT REGARDLESS OF THE THEORY OF LEGAL LIABILITY ADVANCED. THE LIABILITY OF COMPANY, IF ANY SHALL NOT EXCEED THE FEE CHARGED FOR SERVICES PERFORMED OF MATERIALS PROVIDED UNDER THIS AGREEMENT.

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13. MODIFICATION. No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless said waiver, alteration or modification be in writing and signed by a duly authorized representative of each party.

14. FUNGI & BACTERIA EXCLUSION. Contractor's warranty does not extend to and Contractor shall not be responsible for any claims, damages, losses or expenses to any person or property that occur or are alleged to occur as the result of any ingestion, contact with or exposure to any fungi or bacteria or loss or damages or expenses arising from testing for, monitoring, abating, removing, cleaning up, treating, disposing of or in any way responding to the presence of or effects of any fungi or bacteria due to the moisture infiltration (past, present or future). This exclusion of liability shall apply to any claim against the Contractor, whether it be under the Contractor's warranty or otherwise, that arises from or is in any way connected to the Contract Agreement. "Fungi" means any type or form of fungus, including but not limited to yeast, mold, mildew, blight or mushroom, and including any mycotoxins, spores, scents or any other substances, products, or byproducts produced by, released by or arising out of the current or past presence of fungi.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT OT CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

___ Zipco ___ Customer



November 28, 2023

Michael Crooks
City of Liberty, Public Works
Facilities Supervisor
101 E. Kansas
P.O. Box 159
Liberty, MO 64069

Dear Michael,

Thank you for the opportunity to provide our services. Zipco Contracting, Inc. would like to offer the following for your consideration.

Project: City Hall 2nd Floor Bathroom Remodel (ADA), Men's and Women's.....**REVISED WITH ALTERNATE ON FLOORING.**

Women's

- 1) Mobilize men and materials to job site during normal business hours.
- 2) Completely remove the existing half wall to the right of current sinks as this will provide the required wheelchair clearance.
- 3) Remove the double sink/counter and replace with a new Quartz top with single bowl.
- 4) Remove 1st toilet and plumbing
- 5) Remove stall wall that is between the two toilet stalls and two stall doors.
- 6) Remove 6" from the last half wall to the left of the current sinks and provide and install a 36" wide partition door for handicapped stall.
- 7) Remove all existing floor tile and wall tile and sheetrock on the walls, dispose.
- 8) Provide and install new moisture drywall all around the perimeter of the bathroom.
- 9) Tape and fill and sand for new ceramic wall tile.
- 10) Remove the existing light soffit and rework ceiling grid and tile.
- 11) We will provide and install new **chip epoxy floor with 4" integral cove base** and ceramic wall tile from floor to ceiling grid, all around the perimeter.
- 12) We will provide and install new plate mirror and reuse accessories.
- 13) We will provide and install new LED lights.
- 14) We will provide and install a new ADA stool, sink and faucet.
- 15) We will provide and install new solid plastic bathroom partitions as needed.
- 16) We will provide and install new grab bars in ADA stall.
- 17) Remove all debris to a dumpster off site and clean up daily.

4110 N. Corrigton ♦ Kansas City, MO 64117 ♦ (816) 471-3797 ♦ Fax (816) 472-0742

www.zipcocontracting.com

18) No Permit is necessary as per City.

Men's

- 1) We will remove the existing bathroom partitions and doors and dispose.
- 2) We will remove the 1st toilet and plumbing.
- 3) We will remove the soffit and rework the ceiling grid and tiles.
- 4) We will install new 4" half wall, similar to existing half walls, approximately 3 feet from the half wall left of urinal.
- 5) We will remove all existing ceramic floor tile and wall tile along with the existing drywall all around the perimeter.
- 6) We will provide and install new moisture sheetrock and tape and mud and sand.
- 7) We will provide and install new **chip epoxy floor with 4" integral cove base** and wall tile from floor to ceiling all around the perimeter.
- 8) We will paint the door frames.
- 9) We will provide and install a new Quartz top with one sink bowl.
- 10) We will provide and install new LED lights.
- 11) We will install a new plate mirror.
- 12) We will provide and install a new ADA stool and urinal, sink and faucet.
- 13) We will provide and install solid plastic partitions as needed for one ADA stall.
- 14) We will provide and install new grab bars in ADA stall and reuse existing accessories.
- 15) We will remove all debris to a dumpster off site and clean up daily.
- 16) City Permit has been waived.

TOTAL MATERIALS AND LABOR: **\$69,975.00**

ALTERNATE #1: To install trowel down quartz epoxy floor with 6" integral epoxy base in both bathrooms, ADD: **\$2,980.00**

Excluded: Plans, permit, overtime, and anything not mentioned above.

If you have any questions or I may further, please call me at 816-471-3797

Sincerely,



Steve Mapel
Project Manager/Estimator
Zipco Contracting, Inc.

Zipco Contracting, Inc.

If the proposed work and all terms on the preceding proposal are agreeable please sign below, initial where indicated, and return a copy of signed contract to Zipco Contracting. This proposal is void if not accepted within thirty (30) days from the date of issuance.

BY ACCEPTING THIS PROPOSAL CUSTOMER AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OR ELSEWHERE, WHETHER WRITTEN OR OTHERWISE, SHALL VOID THIS PROPOSAL UNLESS ACCEPTED IN WRITING BY ZIPCO.

Date of Acceptance: _____ Date of Proposal: 11-28-23
Business Name: _____
Customer Signature: _____ Amount Accepted: _____
Print Name: _____
Title: _____

ZIPCO CONTRACTING, INC. (Contractor)

By 

___ Zipco ___ Customer

GENERAL TERMS OF THE CONTRACT

1. **CHANGES IN THE WORK.** It is understood that the type of work called for in the Agreement may require changes as the work progresses. Contractor will perform changes in the work (including changes requested by Customer) only after consultation with the Customer, and an agreement on changes in the Contract Price and time for performance.

2. **PAYMENT TERMS.** Payments shall be made monthly upon receipt of an invoice for portion of the Work performed during that month. Invoices are due in full 30 days following receipt by Customer. Any unpaid balance under this agreement shall bear interest at the rate of 1 ½% per month. In the event that any sums due hereunder are referred for collection, Company shall be entitled to recover all costs and expenses of collection, including but not limited to attorneys' fees, expert fees, court costs, service fees, and any other expense associated with collection. The parties expressly agree that all payments due under this agreement shall constitute scheduled payments as defined by Section 431.180 RSMo.

3. **TAXES.** Contractor's price includes applicable taxes imposed on the work or materials included in this contract, to the extent required by law to be collected by Contractor. Such taxes may be separately itemized on invoices

4. **DEFAULT BY CUSTOMER.** If Customer fails, or is unable for any reason, to make any payment when due, or prevents Contractor from completing its Work in a timely and uninterrupted manner, or fails to comply with any term, condition or provision of this Contract, Contractor may resort to any remedy available to it by this Contract, or by law.

5. **DELAYS AND CLAIMS:**

a. **Liability only for Acts within Contractor's Control.** Contractor will be excused and will not be liable for any damages, whether direct, incidental or consequential, for any delay or failure in performance (including but not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by Contractor's suppliers and carriers) except to the extent caused by, or within the direct control of Contractor.

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7. **DISPUTE RESOLUTION.** This agreement shall be governed by the laws of the State of Missouri. In the event that a dispute arises regarding this agreement, performance hereunder or any work or payment performed or owed by hereunder, the parties agree that the Circuit Court of Clay County, Missouri, shall be the exclusive forum for any lawsuit arising out of or in any way related to any such dispute. The parties agree that the only court for any lawsuit shall be the Circuit Court of Clay County, Missouri. As a precondition to filing any legal action, however, the parties agree to first request and participate in non-binding mediation as described in Rule 17.01(b)(3) of the Missouri Rules of Civil Procedure. If the parties are unable to agree on the selection of a mediator within 10 days of a demand for mediation by either party, they shall request that Presiding Judge of the Circuit Court of Clay County, Missouri, appoint a mediator who is experienced in construction disputes. Each party shall pay one-half of the mediator's fee. This requirement of participation in non-binding mediation may be waived by written agreement of both Customer and Contractor.

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___ Zipco ___ Customer



CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-777

Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject: 2024 ANNUAL BUDGETS

Summary:

- State law requires annual budget adoption
- The Council Budget Committee and City staff have extensively analyzed the 2023 and 2024 revenue budgets and expenditure requirements over multiple open meetings, starting in mid-summer of 2023.
- The proposed 2024 Budget was presented at a study session to the City Council on November 20, 2023, and December 4, 2023. The proposed 2024 budget components that were presented were comprised for public disclosure of the: General Fund; Capital Improvement Plan (Capital and Transportation Sales Tax); Economic Sales Tax; Fire Sales Tax; Parks Sales Tax; Parks Fund; Utility Funds.
- Various citizen committees have reviewed elements of the 2024 Budget.
 - The Citizens Sales Tax Oversight Committee reviewed the following budgets and found them consistent with voter intent. Those funds are the Capital Sales Tax Fund; Transportation Sales Tax Fund; Parks Sales Tax Fund and Fire Sales Tax Fund.
 - The Economic Development Sales Tax Board reviewed the Economic Development Sales Tax Board reviewed the Economic Development Sales Tax Fund and found it consistent with voter intent.
 - The Public Safety Sales Tax Oversight Committee reviewed the PSST Fund and found it consistent with voter intent.
 - The City of Liberty Park Board reviewed the Park and Parks Sales Tax Budgets and recommended them to the City Council.
- The proposed ordinances are supported by the 2024 Budget Message, which provides substantial narrative and fiscal information on the 2024 budget.
- Staff recommends adoption of the 2024 budget.

Background:

State law 67.010, 67.020 and 67.030 requires the City to annually adopt a budget prior to the beginning of the new fiscal year. Failure to adopt a new budget requires a default of the current year's budget. The only expenditures that would be automatically approved would be 2023 levels for staffing, maintenance cost levels for commodities and funding for prior contractual arrangements.

Desiring to have enhanced elected official oversight on fiscal matters, the Mayor and Council established the Council Budget Committee in May 2009. Continuing the

partnership with City staff, work on the 2024 budget commenced in the summer with Administration and Finance issuing directions and forms to the departments. Over the last few months, the City's Management Team has been working through the budget process. The coordinated work with the Budget Committee was undertaken over numerous meetings and involved substantial hours of review. Liberty's elected officials were actively engaged in the 2024 budget development and offered substantial guidance to staff.

The attached 2024 Budget Message will provide the Council and the citizens of Liberty with details about the 2024 budget. Given the substantial amount of information presented in the Budget Committee Meetings and at the Council Study Session, beyond recapping the 2024 budget process, staff does not plan to make a formal presentation on December 11, 2023, but will be happy to address any further questions that might arise.

Previous Action (if applicable):

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended:11/16/2023
X	Public Safety Sales Tax Oversight Committee	Completed/Recommended:11/28/2023
X	Budget Committee	Completed/Recommended: 9/27/2023
	Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:Establishes the 2024 Budgets	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. 2024 Budget Adoption Ordinance without parks
2. 2024 Budget Adoption Ordinance with Parks
3. 2024 budget message vlm ac 2

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE ANNUAL BUDGET
FOR THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI
FOR THE FISCAL YEAR 2024

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

SECTION I

That the proposed 2024 budget delineated in the document entitled Budget Message for the City of Liberty, Missouri - Fiscal Year 2024 and incorporated herein by reference as if fully set out in this ordinance, is hereby approved and adopted with the maximum amounts authorized by fund as follows:

2024 Budget Summary by Fund

Fund	2024 Revenue	2024 Expenditure
General Fund	27,879,282	26,678,530
Transient Bed Tax Fund	615,600	837,870
Economic Development Sales Tax Fund	2,840,890	2,946,250
Public Safety Sales Tax Fund	4,260,190	10,051,144
Capital Sales Tax Fund	4,137,979	3,816,408
Transportation Sales Tax Fund	3,757,430	4,173,251
Park Sales Tax Fund	1,736,220	388,391
Fire Sales Tax Fund	2,081,220	1,265,341
Park Operating Fund	4,891,228	6,615,993
Police Training Fund	10,430	10,500
Police Inmate Security Fund	5,625	5,500
Cemetery Maintenance Fund	137,800	192,200
Fairview Cemetery Trust Fund	21,000	-
Frank Hughes Memorial Trust	900	-
TIF Bond Projects	741,528	581,220
TIF Pay Go Projects	1,087,513	1,087,513
Liberty Commons TIF	4,336,997	4,120,714
Water Fund	7,014,300	8,024,762
Water Capital Fund	1,877,000	3,215,000
Wastewater Fund	13,179,190	9,187,649
Wastewater Capital Fund	60,000	3,800,000
Solid Waste Fund	2,142,200	2,202,039
Total Before Transfers	82,814,522	89,200,275
<u>Interfund Transfers</u>		
General Fund	972,020	2,098,973
Transient Bed Tax Fund	-	2,000
Economic Development Sales Tax Fund	626,500	-
Public Safety Sales Tax Fund	1,647,473	-
Capital Sales Tax Fund	-	303,010
Transportation Fund	-	941,350
Park Sales Tax	-	1,369,526
Park Operating Fund	1,773,766	49,000
Frank Hughes Memorial Trust	-	900
Fire Sales Tax	-	315,000
Cemetery Maintenance Fund	74,800	-
Fairview Cemetery Fund	-	14,800
Water Fund	-	588,073
Water Capital Fund	588,073	-
Wastewater Fund	-	2,845,871
Wastewater Capital Fund	2,845,871	-
Total Transfers	8,528,503	8,528,503
Total Including Transfers	91,343,025	97,728,778

SECTION II

The City Administrator is hereby authorized to award the 2024 employee salary adjustments contemplated within the 2024 Budget in a manner that is consistent with established administrative procedures and employee representation groups.

SECTION III

Further, the City Administrator is hereby authorized to expend the funds as set forth in the 2023 budget in accordance with applicable ordinances or resolutions governing the purchases of goods and services.

SECTION IV

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE ANNUAL PARK AND PARKS SALES TAX BUDGETS
FOR THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI
FOR THE FISCAL YEAR 2024

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

SECTION I

That the proposed 2024 budget delineated in the document entitled Budget Message for the City of Liberty, Missouri - Fiscal Year 2024 and incorporated herein by reference as if fully set out in this ordinance, is hereby approved and adopted with the maximum amounts authorized by fund as follows:

2024 Budget Summary by Fund

Fund	2024 Revenue	2024 Expenditure
Park Sales Tax Fund	1,736,220	388,391
Park Sales Tax Bond Fund	-	-
Park Operating Fund	4,891,143	6,615,994
Total Before Transfers	6,627,363	7,004,385
<u>Interfund Transfers</u>		
General Fund	49,000	391,500
Cemetery Maintenance Fund	60,000	60,000
Transportation Fund	-	11,840
Park Sales Tax	-	1,369,526
Park Operating Fund	1,773,766	49,000
Frank Hughes Memorial Trust	-	900
Total Transfers	1,882,766	1,882,766
Total Including Transfers	8,510,129	8,887,151

SECTION II

The City Administrator is hereby authorized to award the 2024 employee salary adjustments contemplated within the 2024 Budget in a manner that is consistent with established administrative procedures and employee representation groups.

SECTION III

Further, the City Administrator is hereby authorized to expend the funds as set forth in the 2024 budget in accordance with applicable ordinances or resolutions governing the purchases of goods and services.

ORDINANCE NO. _____ (CONT.)

SECTION IV

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



December 04, 2023

Honorable Mayor and Members of the City Council:

For your consideration is the proposed 2024 budget for the City of Liberty. The Budget Committee and City staff have spent numerous hours discussing and analyzing Liberty's overall fiscal position to create a budget that maintains service levels for 2024. Though revenue and expense budgets were built realistically with consensus from Administration and the Budget Committee, it must be understood that they are forecasts and not absolutes. As such, they will need to be monitored closely in 2024, and we make that commitment.

The following will present discussion on select City of Liberty budgets and will expand on the Council Action Report for the 2024 budget adoption. Attachments providing budgetary details are also provided.

2024 HIGHLIGHTS

For 2024, City revenue budgets are expected to show a continued growth with core revenues equaling and/or exceeding prior year levels. The additional revenue that the City will generate in 2024 is primarily attributable to the projected increase in the levy rate as a result of the reset that was approved in 2022. In 2023, the Council approved the Hancock Maximum increase in the levy rate which resulted in an increase of overall property tax revenue of \$564,174. Projected new revenues from tiered chapter 100 tax abatements are included in the overall property tax increase as well. For Budget Year 2024, Council approved the property tax levy to be set at the state allowable Hancock. This will generate an estimated \$0.72M in additional revenue that will be split between General Operations and Parks. There was a minimal increase on the City portion of their end of year real estate taxes. Our average homeowner is expected to see an increase of \$39.00 on their real estate tax bill. The 2023 Levy rate for the City of Liberty is calculated at 0.8751% per \$100 assessed value. With the approval of the Hancock Maximum, Liberty is still the third lowest levy rate in Clay County.

In April 2018, the voters approved a Use Tax for the City. The current rate of this new tax is 3.375% and is applied to all retail sales that qualify under Missouri State law governing this revenue source. This source is a General Fund revenue item. Specific capital expenditures (new Animal Shelter, new Parks maintenance operation center and Neighborhood Park improvements) have been completed. These projects are resourced through the issuance of 2018 special obligation bonds. The debt service for these capital projects will be paid from Use Tax funds. Beyond providing debt service funding, the Use Tax represents a significant modernization of General Fund revenues. With the continual transition of retail sales from "brick and mortar" sales to online sales, the City is excited to have the Use Tax as a revenue for the future. Revenues generated from the Use Tax that are not required for debt service and capital expenditures will be used to support General Fund operations in 2024.

In 2023, the City has experienced a slowing in development related activities. This decrease in development activities can be attributable to high inflationary cost and much higher interest rates. In 2024, this is projected to continue and has been taken into consideration within the 2024 Budget. However in 2022, the City experienced a significant increase in development related activities, with the construction of 9 new commercial and industrial buildings totaling just shy of 3.0M square feet were constructed and opened. Also in 2022, the City saw an increase in residential development with the construction of approximately 200 new units, including 37 new single family homes. Two larger developments that were also approved in 2022 approved projects such as Montage (a 1075 acre mixed use development) and Whitehorse (a 153 acre, 326 lot subdivision) will begin construction by mid year or 2024. When construction begins on these two residential developments it will ensure community growth in the coming years.

For 2024, employee compensation adjustments are budgeted at an increase of 3.5% across the board for all personnel not covered by the Public Safety Sales Tax Fund. The 3.5% adjustment helps the City remain competitive in retaining the quality employees that provide the high level of services our citizens expect. It also helps to offset inflationary increases that have been experienced in current years. The Public Safety Sales Tax Fund provides for needed market adjustments for the Police Department and adjustments for years of service for the Fire Department. More discussion of activities in that fund will be provided in that section of this memo.

TOTAL BUDGET SUMMARY

The following table presents the 2024 revenue, expenditures, and inter-fund transfers for the City's total proposed operating and capital budgets:

Fund	2024 Revenue	2024 Expenditures
General Fund	27,879,282	26,678,530
Transient Bed Tax Fund	615,600	837,870
Economic Development Sales Tax Fund	2,840,890	2,946,250
Public Safety Sales Tax Fund	4,260,190	10,051,144
Capital Sales Tax Fund	4,137,979	3,816,408
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Police Training Fund	10,430	10,500
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Cemetery Maintenance Fund	137,800	192,200
Fairview Cemetery Trust Fund	21,000	-
Frank Hughes Memorial Trust	900	-
TIF Bond Projects	741,528	581,220
TIF Pay Go Projects	1,087,513	1,087,513
Liberty Commons TIF	4,336,997	4,120,714
Water Fund	7,014,300	8,024,762
Water Capital Fund	1,877,000	3,215,000
Wastewater Fund	13,179,190	9,187,649
Wastewater Capital Fund	60,000	3,800,000
Solid Waste Fund	2,142,200	2,202,039
Total Before Transfers	82,814,522	89,200,275
<u>Interfund Transfers</u>		
General Fund	972,020	2,098,973
Transient Bed Tax Fund	-	2,000
Economic Development Sales Tax Fund	626,500	-
Public Safety Sales Tax Fund	1,647,473	-
Capital Sales Tax Fund	-	303,010
Transportation Fund	-	941,350
Park Sales Tax	-	1,369,526
Park Operating Fund	1,773,766	49,000
Frank Hughes Memorial Trust	-	900
Fire Sales Tax	-	315,000
Cemetery Maintenance Fund	74,800	-
Fairview Cemetery Fund	-	14,800
Water Fund	-	588,073
Water Capital Fund	588,073	-
Wastewater Fund	-	2,845,871
Wastewater Capital Fund	2,845,871	-
Total Transfers	8,528,503	8,528,503
Total Including Transfers	91,343,025	97,728,778

GENERAL FUND

The City continues to see growth in certain revenues (Sales Tax, Use Tax, and Development related fees), but also revenue degradation in others (Telecom Franchise Fees). The proposed 2024 Revenue Budget has been prepared with Administration and Budget Committee consensus. The City expenditures will see increases predominately due to employee compensation, Lagers Enhancements, market-driven health insurance, other employee benefit costs, and additional non-salary increases.

The General Fund accounts for the primary day-to-day activities of the City, such as police protection, fire safety, ambulance service, public works including street maintenance, code enforcement, aging services, and all general administration of the City. Primary support for these activities comes from property taxes, sales tax, utility franchise fees and other taxes. Court fines, charges for services including permitting, licenses, and ambulance transport charges provide additional revenue support.

The 2024 General Fund Budget does represent a positive budget, with revenues of \$28,851,302 and expenditures of \$28,777,503.

The following provides budgetary detail and discussion on the 2024 General Fund.

Revenues Comparative Table

	<u>2022 Final</u>	<u>2023 Forecast</u>	<u>2024 Budget</u>
PROPERTY	5,369,067	5,857,561	6,421,735
FRANCHISE FEES	3,578,140	3,590,000	3,800,000
SALES TAXES	6,843,078	6,904,580	7,172,177
USE TAXES	4,272,223	4,045,924	4,300,000
OTHER TAXES	1,474,839	1,498,180	1,572,471
LICENSES & PERMITS	812,947	603,600	609,800
OPERATING GRANTS	656,364	682,082	745,061
CHARGES FOR SERVICES	2,254,553	2,051,078	2,207,029
INTEREST	(12,935)	300,000	300,000
FINES & FORFEITURES	206,545	312,900	255,000
MISCELLANEOUS	279,411	566,877	496,009
TRANSFERS IN	972,020	972,020	972,020
TOTAL	\$ 26,706,252	\$ 27,384,802	\$ 28,851,302

Discussion

2024 General Fund Revenue Highlights:

- All revenues are believed to be realistically budgeted.
- Total budgeted 2024 revenues show a favorable balance of \$1.46M when compared to the 2023 forecast. This is attributable to anticipated increases within Sales and Use Taxes, Franchise Fees and Charges for Services for 2024.
- Property taxes for 2024 are budgeted at a favorable level when compared to 2023 and are anticipated to show \$564,174 increase in revenue growth from a rise in assessed property values and new construction coming on line, in addition to using the hancock allowable levy rate.
- Sales Tax Revenue for 2024 is budgeted at \$7,172,177 and is \$267,597 favorable to the 2023 forecast.
- The 2024 budget reflects a mature sales tax base within the City of Liberty
- Franchise Fees Revenue for 2024 is set at \$3,800,000 and represents an increase of \$210,000 when compared to 2023 forecast. Overall franchise fees have remained status quo, but the City continues to see declines within telecom, landline and cable franchise taxes. These decreases are offset by increases in electric and gas franchise fees.
- Transfers In for 2024 remain the same as they have been for a number of years at \$972,020.

- Utility Overhead Fees for 2024 reflect a \$358,400 budget, this budget has remained a static amount since 2018, this amount reflects calculations of non-direct allocated expenditures paid in the General Fund for support of the Water and Waste Water Funds.

Expenditures Comparative Table

	2022 Final	2023 Forecast	2024 Budget
Salaries & Benefits	21,004,425	23,782,183	26,431,371
Non-Salary Expenses	7,678,997	9,029,018	9,224,669
Capital Expenditures	1,664,064	4,985,179	2,353,634
Less: PSST Salary & Benefits	(4,304,468)	(7,182,176)	(9,232,171)
Total All Costs	26,043,018	30,614,204	28,777,503
Total General Fund	\$ 26,043,018	\$ 30,614,204	\$ 28,777,503
Mayor & Council	228,872	199,670	194,467
Administration	1,843,278	2,234,717	1,779,334
PR & Communication	-	-	383,980
Human Resources	608,170	591,503	684,632
Finance	876,396	1,117,809	1,625,776
Police	6,035,231	6,373,858	6,372,690
Fire	5,383,601	5,534,800	5,459,135
Aging Services	497,933	518,410	613,032
Public Works	3,069,768	3,224,604	3,686,255
Planning	990,617	1,078,429	1,301,676
Information Services	2,804,991	3,173,275	3,278,982
City-Wide	3,704,161	6,567,129	3,397,544
Total	\$ 26,043,018	\$ 30,614,204	\$ 28,777,503

Discussion

The proposed 2024 General Fund Budget is set at \$28,777,503. Beginning in 2021, staff met with departments to get a good understanding of what each department realistically needed to operate at its fullest potential. From these meetings, staff from Administration and Finance worked together to compile a true capital list. In 2023, Finance updated these original capital list and when developing the 2024 budget, departments were able to begin including some of these additional expenditures within this budget year. We feel very comfortable including these additional costs because of the increase in revenue that is anticipated within the 2024 budget.

The following prioritizations were made within the 2024 budget:

- As employees are our primary service providers and quality employees equate to quality services, the Management Team was determined to make all efforts to retain existing staff; providing an employee compensation increase in 2024 was a priority.
- Compensation budget elements
 - Proposing a 3.5% salary adjustment
 - Assuming a 10% mid-year cost increase for health insurance/other benefits

The Management Team, along with Budget Committee, believes these prioritized additions are manageable in 2024. Ongoing Sustainability discussions with Management, Budget Committee and Council will continue in 2024.

The overall trajectory of the General Fund budget is consistent and has been discussed with Council through several budget committee meetings and Council study sessions. While the numbers may change, the need for the City to have more revenue from growth and/or taxation has not diminished. Nor has the need for us to find collective ways to partner with other agencies in an effort to cost consolidate. In the absence of those items happening, there will be a need in

the future to reduce the services and programs that we now offer. This last action would not be desirable for a first-class city such as Liberty.

Fund Balance Comparative Table

General Fund Recap			
	2022 Final	2023 Forecast	2024 Budget
Total Current Core Revenue	25,375,833	26,054,381	27,520,881
From Transfers In	1,330,420	1,330,420	1,330,420
Total Core Revenue with Transfers In	26,706,253	27,384,801	28,851,301
Total Revenue	26,706,253	27,384,801	28,851,301
Salary and Non-Salary Expenditures	22,634,423	23,557,922	24,324,896
Capital Expenditures	1,664,064	4,985,179	2,353,634
Total Expenditures	24,298,487	28,543,101	26,678,530
GF Transfer to PSST	594,000	1,619,603	1,647,473
Transfers Out - Parks Wellness	-	1,500	1,500
Transfers Out - Cemetary	92,750	60,000	60,000
Transfer Out to Parks - Comm Ctr Passes	97,781	90,000	90,000
Transfer Out to Limited Capital (One time Use Tax Revenues)	960,000	-	-
Transfer Out to Park Maintenance - Non-Fee Producing Amenities (Trails/Parks)		300,000	300,000
Total Expenditure and Transfers	26,043,018	30,614,204	28,777,503
Total Revenue Less Total Expenditures and Transfers	663,235	(3,229,403)	73,798
Total Ending Fund Balance	7,101,675	6,838,438	6,912,236
Fund Balance Percentage	27.99%	26.25%	25.12%

Discussion

The ending fund balance represents a fiscal safeguard in the event of unforeseen expenditures or the permanent loss of revenues. It is a bridge that allows for either the continuation of current services (unforeseen expenditures) or transition to new revenue realities (permanent loss of revenues). To this end, the City Council has approved a fund balance range of 18% to 22% of revenues. The 2024 budget is within that range at a 25.12% level.

PARK OPERATING FUND

The Park Operating Fund includes four major divisions: Administration, Open Space Management, Sports Programs, and Community Center Programs.

Comparative Table

Park Fund Recap			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	525,426	525,426	564,791
Revenues			
Property Tax	929,099	1,036,820	1,146,003
Grants	68,152	75,000	75,000
Sports Complex / Sports Programs	-	1,416,755	1,530,979
Community Center	1,105,641	1,962,249	1,965,426
Charges for Services	1,914,009	45,595	48,320
Contributions	66,115	73,000	75,000
Miscellaneous/Other	47,547	31,414	6,000
Interest	(1,929)	53,500	44,500
Transfer from the Cemetery Maintenance	47,750	-	-
Transfer in From General Fund	97,781	391,500	391,500
Park Sales Tax Transfer	1,230,450	1,181,732	1,369,526
Transfer in from the Trans Sales Tax Fund	11,840	11,840	11,840
Frank Hughes Library Interest	267	888	900
Total Revenues	5,516,722	6,280,293	6,664,994
Expenditures			
Administration			
Employee Compensation	380,940	398,109	447,094
Non-Salary	168,510	167,504	178,795
Transfers	49,000	49,000	49,000
Frank Hughes Library			
Non-Salary	-	2,895	2,907
Park Maintenance			
Employee Compensation	688,454	784,834	903,123
Non-Salary	127,912	465,856	458,959
Sports Programs			
Employee Compensation	621,580	833,892	939,661
Non-Salary	1,133,714	1,022,542	1,081,776
Community Center			
Employee Compensation	1,458,162	1,630,773	1,733,757
Non-Salary	888,450	885,523	869,922
Total Expenditures	5,516,722	6,240,928	6,664,994
Total Revenue Favorable/(Unfavorable) to Expenditures	-	39,365	-
Ending Fund Balance	525,426	564,791	564,791
Fund Balance Percent - % Revenue	9.52%	8.99%	8.47%

Discussion

The Parks Department is committed to maintaining the high level of public parks with basic core services, while providing quality recreation opportunities for the citizens and improving community partnerships.

The 2024 operating budget will truly be a working budget. Because the Park Department budget is heavily reliant on user fees, the expenses fluctuate as program participation revenue goes up or down.

Parks Accounting

In 2013 the Parks Budget was restructured to better allocate program expenditures and provide a truer representation of program bottom-lines, assist management with a more accurate budget for management purposes, and allow for a redirection of the Park Sales Tax subsidy.

To accomplish this effort, Parks management was required to review salary and non-salary expenditures and determine which program segments these costs were actually benefiting. Prior to this review, certain salary and non-salary expenditures were budgeted in the Administration's segment only. Additionally, certain Open Space Management program expenditures were fully captured within that budget location, when in fact the services were provided for the Sports and Community Center programs. The review process led to the reallocation of both salary and non-salary administrative costs to the other programs' budgets.

Park Department Priorities

The following summary provides the 2024 mission and goals for the Parks Department:

Mission/Vision

- Park Board's Vision: "Liberty, A Destination"
- Staff's Mission: Creating Community Connections

Parks Values – LPR CARES

- Community Health & Wellness
- Accountability to our community and patrons
- Resource efficiency, development, and return on investment
- Engaged and effective government and citizenry
- Stewards of the cultural and natural environment

Goals/Objectives

- Implementation of "Imagine Liberty 2032" Parks & Rec Master Plan strategic goals as possible.
- Staff plans to work with the City's PR team and new Tourism coordinator to revamp the 2024 calendar of events.
- Staff support for Mayor appointed Task Forces.

Financial

The 2024 Parks Fund is balanced. Park revenues are budgeted at \$6,664,994 and expenditures are budgeted at \$6,664,994. The 2024 budget continues the recognition of services performed by Parks for the benefit of City cemeteries. The Cemetery Sexton was created and hired in 2022, this position is funded through the General Fund. It is estimated that the General Fund will continue to provide support to the Cemetery Maintenance fund through a transfer from General Fund to Cemetery Maintenance of \$60,000 per year.

The fund balance requirement for the Parks Department speaks to a percentage range of 10% to 14%, with a goal of 12%. The Parks Department's ending fund balance for 2024 is projected to be 8.47%.

Capital purchases and projects budgeted within the 2024 Operations Budget

- Parks
 - Westboro playground surface \$30,000
 - Stocksdale Playground & Surface \$100,000

- Stocksdale pump track work \$6,000
- Clay Meadows trail resurface \$50,000
- Bike racks \$5,000
- Trail kiosks & Maps \$5,000
- Wilshire Bridge \$70,000
- City Park trail connection \$5,000
- Sports Complex/Programs
 - Sports Complex 4plex playground surface \$30,000
- Capital Purchases
 - John Deere zero turn mower \$20,000
 - Ruth Moore shelter \$20,000
 - New Community Center concrete entry \$55,000
 - Paint Natatorium \$20,000
 - Canterbury Restroom \$100,000
 - F350 Truck \$50,000

Staff will evaluate the operation budget at mid year with a possibility of the addition of additional projects

PUBLIC SAFETY SALES TAX FUND

Voters approved a ½-cent Public Safety Sales Tax in April of 2017. The intent of this tax was to help fund 3 additional Firefighters/EMTS and 4 additional Police Officers and to help mitigate compression challenges and help with retaining and retention of public safety personnel. In fall of 2021 the second salary structure was implemented. The Fire union opened discussions to negotiate a new three year contract. At the time of the approval of this contract, the City of Liberty was able to provide market competitive salary adjustments. In late summer of 2022, the Police Union opened negotiations, effective January 2023 that three year contract will become effective. It is our goal to maintain the same expectation for Police as we had for Fire, by providing market competitive salary adjustments. For the Fire Department, implementation of a three-year step plan began in January of 2022. Under this new contract, it will provide a 2% market adjustment and a 3% step adjustment each year through 2024. For the Police Department, implementation of a three-year step plan will begin in January 2023. Under this new contract, it will provide Police personnel a 2% market increase and a 4% step adjustment for Police Officers and a 2% market adjustment and a 3% step adjustment for Corporals and Sergeants through 2025. The General Fund will maintain 2016 salary funding levels for both Fire and Police and all step plan and benefit cost increases will be a cost to the Public Safety Sales Tax. A total of 16 new positions for Fire and Police have been created since the approval of the Public Safety Sales Tax. The Police Department has a total of 59 positions (including the Chief) budgeted in 2024. The Fire Department has a total of 65 positions budgeted in 2024.

A committee that consists of four Citizens, four Union Representatives, one Council Member, and both Chiefs was developed. They will meet once a year to ensure the funds that pertain to the Public Safety Sales Tax are being spent as the voters intended them to be used.

While commitments of the PSST have been maintained, funding levels have not kept up with the competitive market that we continue to experience in the Public Safety industry. To help mitigate any revenue shortfalls, the General Fund will continue to transfer additional dollars into the Public Safety Sales Tax Fund in 2024. The total transfer from General Fund to Public Safety Sales Tax Fund for 2024 is \$1.6M, this will be an ongoing transfer through the end of the current contracts.

American Rescue Funds (ARPA Funds) have been utilized as a funding mechanism in this fund as well. In 2022, \$1.5M was transferred; another \$3.7M will be transferred in 2023.

Comparative Table

Public Safety Sales Tax Recap			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	4,734,816	5,688,147	7,062,587
Revenues			
PSST Sales Tax	3,485,370	3,504,730	3,657,190
Recreational Marijuana	-	-	450,000
Interest	41,252	115,000	103,000
Unrealized Gain/loss - FMV	(50,715)	50,000	50,000
ARPA Funds	1,500,000	3,775,002	-
Resetting the LEVY	-		1,000,000
GF Fund Balance Transfer	594,000	-	125,000
2007 TIF Incremental Revenues	-	1,619,603	522,473
Total Revenues	5,569,907	9,064,335	5,907,663
Expenditures			
Total Police Expenditures	60,434	321,252	478,900
Total Fire Expenditures	251,674	186,467	340,073
Total All Expenditures	312,108	507,719	818,973
PSST Base Position Salary Costs			
Total PSST Base Position Salary Costs	4,304,468	7,182,176	9,232,171
Total Expenditures and Transfers	4,616,576	7,689,895	10,051,144
Total Revenue Favorable/(Unfavorable) to Expenditures	953,331	1,374,441	(4,143,481)

Discussion

Committee Coordination

The 2024 PSST Budget was reviewed by the PSST Oversight Committee on November 28, 2023. That committee found the budget submittal consistent with voter intent.

CAPITAL IMPROVEMENT PROGRAM (CIP)

The Roadway CIP represents the primary funding source for City non-utility, street, and road infrastructure requirements. The CIP is comprised of three funds: the Transportation, Capital, and Economic Development Sales Tax Funds. These funds combine their respective resources to accomplish a unified source of street and road infrastructure funding. Those items funded from the Economic Development Sales Tax Fund must be associated with economic development opportunities. In addition to the sales tax revenues, the CIP utilizes County Road Levy/Road District Funds and grants as additional primary revenue sources.

The City has constructed the CIP to encompass a five-year period. It attempts to reconcile the voter communications made at the time of the November 2008 election, which authorized the extension of the sales tax funding sources, to current economic realities, infrastructure requirements, and grant opportunities. Further, the CIP blends a mix of pay-as-you-go projects with long-term bonding. While establishing a five-year spending plan, it also provides for the 2024 budget and commits the City to multi-year spending requirements beyond the five years.

The local revenues described above have been budgeted realistically. With these funds, the City will leverage Federal/State grant funds as they become available.

Projects from the Transportation and Capital Sales Tax Funds total \$42.01 million and are:

2024 – 2029 CIP Expenditures

- \$16.02M – Street Restoration/General Transportation Improvements/Street Maintenance Supplies
- \$2.18M – Public Works Equipment – Building Maintenance/Misc. Expenses
- \$2.92M – Signal Light Maintenance/Upgrades
- \$3.14M – Storm Water Improvements
- \$2.30M – Sidewalk Program
- \$1.72M – Capital Engineer/Street Maintenance Workers
- \$0.40M – Transportation Enhancement Projects/City Landscaping Funds
- \$1.02M – IRIS Transportation (\$170K annual commitment)
- \$3.64M – Transfers Out to General Fund
- Provides for support of Public Works expenses incurred in the General Fund
- \$0.07M – Transfers Out to Parks – For City Landscaping Funds
- \$8.60 M – Debt Service/Loan Costs

TRANSPORTATION SALES TAX FUND

The Transportation Sales Tax Fund is one of the funds comprising the CIP.

This budget segment is funded primarily by a Transportation Sales Tax. In addition to these revenue sources, federal grants will/may be utilized.

In November 2008, voters approved increasing the ¼-cent Transportation Sales Tax to a ½-cent. Further, they approved extending this tax until December 2030.

The following provides budgetary detail and discussion on the **2024 Transportation Sales Tax Fund**.

Comparative Table

Transportation Sales Tax Recap			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	2,794,315	3,663,623	3,333,731
Revenues			
Transportation Sales Tax	3,548,948	3,504,730	3,657,190
Sales Tax Transfer	(235,055)	(227,900)	(238,760)
Interest	23,493	66,000	60,000
Unrealized Gains/Losses FMV	(31,049)	29,000	29,000
Miscellaneous Income	135,420	525,000	250,000
Total Revenues	3,441,757	3,896,830	3,757,430
Expenditures			
Street Maintenance Workers	63,412	102,944	104,674
Overtime	3,357	5,000	5,786
Heath Savings Account	2,904	3,800	3,600
Social Security FICA	5,125	8,401	8,726
LAGERS Retirement Program	7,370	15,459	18,135
Workers Compensation	8,175	8,242	6,902
Health Insurance	21,705	30,514	29,358
Life Insurance	44	53	60
Dental Insurance	720	900	912
Vision Insurance	140	175	180
Disability Insurance	46	35	40
Liability Insurance	3,309	3,411	3,670
Service Fees	10,844	109	-
Cost Of Issuance	425	-	-
Street Maintenance	968,022	1,200,000	800,000
Sidewalk Replacement Program	31,222	180,000	300,000
Traffic Signal Upgrades	27,855	1,230,938	2,300,000
Bridge Maint Replacement Projects	-	20,000	-
City Landscaping Funds - Parks (BJ)	15,992	16,420	16,500
Snow Removal for Commuter Parking Lot	5,119	2,000	5,200
City Transportation Enhancement Funds	94,656	50,000	50,000
IRIS Transportaion (Ztrip)	-	56,000	170,000
Transfer to Eco/Devo Sales Tax Fund for SLP2	430,000	430,000	430,000
Transfer to Eco/Devo Sales Tax Fund for Kansas	193,560	193,560	196,500
City Landscaping Funds - Transfer to Parks	11,840	11,840	11,840
Transfer to Debt Service (South Liberty Inter)	363,598	353,910	349,508
Trans Back to GF	303,010	303,010	303,010
Total Expenditures and Transfers	2,572,450	4,226,721	5,114,601
Total Revenue Favorable/(unfavorable) to Expenditures	869,307	(329,891)	(1,357,171)
Total Ending Fund Balance	3,663,623	3,333,731	1,976,560

Discussion

Committee Coordination

The 2024 Transportation Sales Tax Budget was reviewed by the Citizen Sales Tax Oversight Committee on November 16, 2023. That committee found the budget submittal consistent with voter intent.

2024 Financial

Sales tax revenues within any of the Special Purpose Sales Tax Funds are generated on a smaller retail base than the General Sales Tax. These revenues do not include sales tax collections from domestic utilities. For 2024, sales tax total revenues are budgeted at \$3,657,190. Miscellaneous revenue is budgtd at \$250,000 for a reimbursement of funds through MARC for the Carbon reduction grant for sidewalks.

Total expenditures and transfers out are proposed to be \$5,114,601. The Transportation Sales Tax fund is projected to generate an ending fund balance of \$1,976,560 for 2024. This fund balance must be carried over into 2024 and be utilized for future debt service payments.

CAPITAL FUND

The Capital Sales Tax Fund is the City's other fund comprising the Capital Improvement Program (CIP). This fund's primary revenue source is the ½-cent Capital Sales Tax. In addition to sales tax revenues, federal and state funding is leveraged to fund transportation projects. This fund also receives revenues from the County road levy through both direct allocations and monies received from Liberty Special Road District #5.

The following provides budgetary detail and discussion on the **2024 Capital Sales Tax Fund**.

Comparative Table

Capital Sales Tax Recap			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	2,207,393	3,065,762	3,946,086
Revenues			
Capital Improvement Sales Tax	3,548,947	3,504,730	3,657,190
TIF Sales Tax Transfers	(229,057)	(227,900)	(238,760)
Clay Co Road Fund - Current Formula - City Direct	205,320	238,523	271,315
Clay County - Sales Tax Distribution - City Direct	361,447	384,864	386,704
Interest	10,419	44,000	40,000
Unrealized Gains/Losses	(20,792)	21,000	21,000
Miscellaneous Income	1,990	7,332	-
Total Revenues	3,878,275	3,972,549	4,137,449
Expenditures			
Capital Engineer Salary	48,398	50,450	53,390
Heath Savings Account	2,303	1,920	1,920
Social Security FICA	3,675	3,932	4,231
LAGERS Retirement Program	2,797	7,714	8,794
Workers Compensation	335	245	182
Health Insurance	17,293	18,470	19,392
Life Insurance	22	22	24
Dental Insurance	358	423	528
Vision Insurance	71	140	168
Disability Insurance	37	28	32
Neighborhood Parks	30,660	-	-
Radio Maintenance	9,784	9,000	9,000
Animal Control Capital Equipment	-	42,490	-
Bond Cost of Issuance	15,052	-	-
Public Works Capital Equipment	147,123	998,700	270,000
Computer Software	20,000	15,000	35,000
Public Works - Equipment Rental	14,933	10,000	5,000
Liability Insurance	1,324	1,365	1,470
Capital Project Design	-	-	650,000
Street Restoration - Base	1,166,145	1,200,000	1,600,000
Maintenance Projects- (Signal Light Maintenance)	32,080	50,000	50,000
Asphalt - Street Repairs	89,678	130,000	100,000
Gravel - Street Repairs	6,390	6,000	14,500
Street Signs	32,942	35,000	35,000
Storm water Maintenance	28,398	25,000	35,000
NPDES Expense	10,129	15,000	15,000
Capital Stormwater Improvement Program	349,113	338,000	450,000
Storm water Improvements	250	-	-
Public Works Capital Equipment - Lease Principal - Radios	7,479	-	-
Public Works Capital Equipment - Lease Interest - Radios	456	230	-
Debt Service Fees	455	440	-
Transfer in to the General Fund	303,010	303,010	303,010
Transfer to Debt Service	679,218	453,837	457,777
Total Expenditures and Transfers	3,019,906	3,716,416	4,119,418
Total Revenue Favorable/(Unfavorable) to Expenditures	858,369	256,133	18,031
Total Ending Fund Balance	3,065,762	3,321,895	3,964,117

Discussion
Committee Coordination

The 2024 Capital Sales Tax budget was reviewed by the Citizen Sales Tax Oversight Committee. That committee found said submittal consistent with voter intent. Liberty Road District #5 board members approved the Road District budget, which contains the transfers into the Capital Sales Tax Fund.

2024 Financial

The Capital Sales Tax Fund is separated for budget management purposes into two major categories – 1) Pay-As-You-Go/Debt Service and 2) Bond Projects. Total 2024 resources for the Capital Sales Tax from all sources are budgeted at \$4,137,449. Capital Sales Tax revenues account for \$3,657,190 of the total. Combined County Road Levy and Road District revenues are estimated to be \$658,019.

Total proposed expenditures and transfers from all sources for 2024 are expected to be \$4,119,418. Of that amount, Pay-As-You Go expenditures, inclusive of street maintenance expenditures, amount to \$3,661,641. Debt Service amounts are budgeted at \$457,777.

Income favorable to expenditures will show a combined surplus of \$18,031. End of the year undesignated fund balance is projected to be \$3,514,326. City fund balance policy requires the reservation of \$1.0M in available CIP funds for emergencies. Those reservations are found within the Capital Sales Tax fund balance.

FIRE SALES TAX FUND

Authorized under RSMo 321.242 and approved at ¼-cent, the Fire Sales Tax is a supplementary source of funding for fire operations within the City of Liberty, but is the primary source of Fire capital funding.

The following provides budgetary detail and discussion on the 2024 Fire Sales Tax Fund.

Comparative Table

Fire Sales Tax Recap			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	5,102,775	5,484,191	4,848,692
Revenues			
Fire Sales Tax	1,756,997	1,752,370	1,828,600
Sales Tax Transfers	(114,529)	(113,960)	(119,380)
Interest	18,803	54,000	49,000
Unrealized Gains/Losses	(23,111)	23,000	23,000
GEMT	208,124	138,678	250,000
Miscellaneous Revenue (Hosp. Contract)	49,817	49,817	50,000
Total Revenues	1,896,102	1,903,905	2,081,220
Expenditures			
Salaries - EMS Chief	102,036	105,976	110,880
Health Savings Account	1,530	2,400	2,400
Social Security	7,684	8,142	8,666
LAGERS Retirement Program	24,804	31,243	32,285
Workers Compensation	452	438	7,445
Health Insurance	19,068	19,536	20,514
Life Insurance	27	28	30
Dental Insurance	624	624	660
Vision Insurance	144	144	156
Disability Insurance	46	38	40
Financial Fees (GEMT)	-	80,146	80,149
Liability	857	1,705	1,830
Building Maintenance	-	5,939	15,000
Minor Equipment	16,443	115,002	165,000
Construction Lease Principal 2014	73,000	74,000	-
Lease Principal 2014 Pumpers	231,000	236,000	-
Construction Lease Interest 2014	2,954	1,487	-
Lease Interest 2014 Pumpers	9,386	4,744	-
Debt Service Fees	259	318	
Vehicles - Other	73,331	85,000	-
Capital Equipment	-	450,000	520,000
COMPUTER EQUIPMENT	2,655	6,000	5,500
Construction	20,000	750,000	50,000
Transfer to Debt Service	613,385	245,495	244,786
General Fund Transfer	315,000	315,000	315,000
Total Expenditures	1,514,685	2,539,405	1,580,341
Total Revenue Favorable/(Unfavorable) to Expenditures	381,416	(635,500)	500,879
Total Ending Fund Balance	4,427,667	4,450,282	4,427,231

Discussion

Committee Coordination

The 2024 Fire Sales Tax Budget was reviewed by the Citizen Sales Tax Oversight Committee on November 16, 2023. That committee found said submittal consistent with voter intent.

2024 – 2029 CIP Expenditures

\$10.5M – Total Expenses

\$0.98M – 2017 Fire Station construction projects and ambulance debt service – 2027 Payoff

\$1.21M – Future Ambulance debt service

\$2.52M – Future Pumper and Ladder Truck debt service

\$1.18M – Salary and Benefits (2019 New Position from GEMT funds)

\$0.48M – GEMT payment

\$1.73M – Equipment and vehicles – Pay-as-You-Go

\$0.50M – Building construction and maintenance

\$1.89M – Transfer to the General Fund – Continuation of salary support

Financial

The 2024 budget represents the continuation of the process where the majority of sales tax revenues are retained in the Fire Sales Tax Fund. The 2024 Fire Sales Tax revenue budget is budgeted at \$2,081,220 and is comprised of \$1,828,600 in sales tax revenues and \$300,000 from Liberty Hospital Contract and GEMT (Ground Emergency Medical Transport) Program. The Ground Emergency Medical Program is a voluntary program that allows for the reimbursement of uncompensated costs to eligible GEMT providers who provide qualifying emergency ambulance services to Department of Social Services, MO HealthNet participants. The City of Liberty has participated in the GEMT program for five years. The revenue received from the GEMT program funds the EMS Chief Salary and Benefits.

For 2024, budgeted expenditures and transfers totaled \$1,580,341. They are comprised of \$183,076 in Salary and Benefits for the EMS Chief position; \$244,786 in debt service payments, a \$315,000 transfer into the General Fund to support fire staffing, and \$873,479 for the acquisition of other capital equipment, building maintenance and fees for the GEMT program .

Comparing revenues to expenditures, you will find a favorable surplus balance of \$500,879. The 2024 anticipated undesignated fund balance is \$1,520,210. That amount will be carried over for future year usage.

PARK SALES TAX FUND

The Park Sales Tax is authorized under RSMo. 644.032. While this tax can have a dual purpose of providing a taxation source for storm water improvements and/or support for local parks, the City's ballot language was for a ¼-cent Park Sales Tax. As approved, this tax can only be used for Park purposes. It should be clarified that while the City has accounted for this tax as a "capital" tax, use of the funding source is not limited to just capital, but can be used for both capital and operational costs.

In 2015, the City issued \$1,400,000 in Special Obligation Bonds for certain Park improvement projects. With this a separate bond fund has been established to account for these items. The debt service costs associated with the bonds are captured in the Pay-As-You-Go section of the Park Sales Tax Fund.

The following provides budgetary detail and discussion on the 2024 Parks Sales Tax Fund Pay-As-You Go sub-fund.

Comparative Tables

Park Sales Tax Recap			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	1,369,809	1,550,353	1,578,357
Revenues			
Sales Tax	1,756,997	1,752,370	1,828,600
Sales Tax Transfers	(114,529)	(113,960)	(119,380)
Interest	10,701	20,000	18,000
Unrealized Gains/Losses FMV	(14,741)	9,000	9,000
Total Revenues	1,638,429	1,667,410	1,736,220
Expenditures			
2015 Special Obligation Bond Principal	90,000	85,000	85,000
2015 Special Obligation Bond Interest	23,444	21,641	19,728
City Park Improvements	4,531	-	-
Neighborhood Parks	5,513	-	-
Project: new Ruth Moore shelter roof	-	-	20,000
Project: new Westboro restroom	-	-	100,000
Building Improvements	-	198,490	60,000
Project: Bennett Park Tennis Resurfacing	7,877	-	-
Park Fund Transfer - Parks	287,627	369,845	452,815
Park Fund Transfer - Community Center	292,804	378,984	447,753
Park Fund Transfer -Sports Complex	650,019	432,903	468,958
Vehicles	52,176	117,899	70,000
Project: Trail design and Costing	8,626	-	-
2018 Special Obligation Bond Principal	19,260	19,615	19,615
2018 Special Obligation Bond Interest	16,001	15,029	14,048
Debt Service Fees	8	-	-
Total Expenditures	1,457,885	1,639,406	1,757,917
Total Revenue Favorable/(Unfavorable) to Expenditures	180,543	28,004	(21,697)
Total Ending Fund Balance	1,550,353	1,578,357	1,556,659
Add: Park Developer and Tree Fund Balance to Total	103,370	108,963	108,963
Total Parks Capital Fund Per Audit	1,653,723	1,687,320	1,665,622

Discussion

Committee Coordination

The 2024 Parks Sales Tax Budget was reviewed by the Citizens Sales Tax Oversight Committee on November 16, 2023. That committee found said submittal consistent with voter intent. This budget was also reviewed and recommended by the Liberty Park Board.

2024 – 2029 CIP Expenditures

\$10.8M – Total Expense

\$0.52M – 2015 Special Obligation Bonds

\$0.21M – 2018 Special Obligation Bonds

\$1.50M – Capital Purchases/Building Improvement/Parks Improvements

\$8.53M – Sales Tax Transfer

Financial

The 2024 Parks Sales Tax Revenue budget is established at \$1,736,220, of which all is anticipated to come from sales tax revenues.

2024 budgeted expenditures and transfers total \$1,757,917. Funds in the amount of \$1,369,526 will be transferred out to the Park Fund to support those operations. Included in these amounts are, debt service payments associated with the issuance of the 2015 Special Obligation Bonds in the amount of \$104,728 and 2018 Special Obligation Bond debt service payments in the amount of \$33,663. The transfer from Parks Sales Tax to the Parks Fund is expected to increase by \$187,794 when compared to the 2023 Forecast.

Projected income is unfavorable to expenditures in the amount of (\$21,697). Year-end fund balance is projected to be \$1,556,659.

ECONOMIC DEVELOPMENT SALES TAX FUND

Discussion

The Economic Development Sales Tax is authorized under Section 67.1305, RSMo, provides that any incorporated city may impose an economic development sales tax on all retail sales which are subject to a sales tax under chapter 144. The tax cannot be more than one-half of one percent and shall not become effective until the voters have approved it. The tax cannot be used to support retail development except for the redevelopment of downtown areas and historic districts. The tax must solely be used for projects related to long-term economic development.

It is proposed that the Economic Development Tax be established at three-eighths of one percent (0.375%), be dedicated to funding the construction of South Liberty Parkway Phase 2 and making the entire South Liberty Parkway development read, providing funding for the rehabilitation of Downtown infrastructure and other economic development related improvements and be used, subject to funding availability, for other economic development activities.

Committee Coordination

The 2024 Economic Sales Tax Budget was reviewed by the Liberty Economic Development Sales Tax Board on December 7, 2023. That board found said submittal consistent with voter intent.

Comparative Tables

Economic Development Sales Tax Recap			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	3,868,618	4,449,898	4,736,616
Revenues			
Sales Taxes	2,635,112	2,628,550	2,742,890
Interest Earnings Other	26,790	72,000	64,000
Unrealized Gains/Losses FMV	(40,605)	34,000	34,000
Misc Income	157	-	-
Transfer In From The Transportation Sales Tax Fund - Kansas	193,560	193,560	196,500
Transfer In From The Transportation Sales Tax Fund - SLP	430,000	430,000	430,000
Total Revenues	3,245,014	3,358,110	3,467,390
Expenditures			
LEDC (Partnership-Community Growth)	75,000	75,000	77,250
Health Savings Account	1,392	1,200	1,200
Social Security	-	46	92
Health Insurance	7,740	8,424	8,844
Life Insurance	27	28	30
Dental Insurance	432	432	456
Vision Insurance	84	84	90
Other Eco/Devo Fees	9	-	-
Misc. Expense	500	5,500	5,000
Salary	108,856	111,886	118,404
Health Savings Account	1,614	2,400	2,400
Social Security	7,731	8,292	9,242
Lagers	12,017	16,994	19,208
Workers Comp	243	241	214
Health Insurance	22,536	23,088	24,240
Life Insurance	27	28	30
Dental Insurance	624	624	660
Vision Insurance	204	144	90
Disability Insurance	46	38	40
Other Eco/Devo Fees	54,332	70,000	70,000
Construction Contract	-	400,000	300,000
Comp Plan	63,464	36,536	-
Liability Insurance	1,751	1,482	1,350
Transfer Out to GO Debt Service	873,950	878,216	876,863
Transfer Out to SO Debt Service	1,430,520	1,430,709	1,430,548
Total Expenses and Transfers	2,663,734	3,071,392	2,946,250
Total Revenue Favorable/(Unfavorable) to Expenditures	581,280	286,718	521,140
Total Ending Fund Balance	4,449,898	4,736,616	5,257,756

Financial

Any city imposing the tax shall establish an economic development tax board. The board established by the city shall consist of at least five members, but may be increased to nine members. The Economic Development Board will consider economic development plans/projects and is required to hold public hearings on those plans/projects. The Board recommends plans/projects to the City Council, who has final approval authority.

State law allows this tax to be immune from TIF capture and provides for mechanisms to repeal the tax via voter approval of Council action to repeal and/or voter petitions to repeal.

Sales Tax revenues are anticipated to be \$2,742,890 in 2024. The sales tax revenues will be used to pay bond debt and City economic development expenses. Supplementing sales tax revenues will be a \$626,500 annual Transfer In from the Transportation Sales Tax Fund. This revenue source is 100% dedicated to pay bond debt associated with the South Liberty Parkway Phase II and the Kansas Street project. The total revenue budget for 2024 is \$3,467,390.

Support for both internal (the Economic Development Manager's Office) and external (Liberty Economic Development Corporation) will be paid from this budget source in 2024 and beyond. Total economic development support expenditures and transfers are budgeted at \$2,946,250 in 2024.

The 2024 ending undesignated fund balance is projected to be \$2,449,698. This fund balance can be used for additional economic development support.

TRANSIENT GUEST TAX

Authorized under RSMo 94.837 and approved by Liberty voters on November 4, 2014 at 5%, the Transient Guest Tax is a tax on the charges for all sleeping rooms paid by the transient guests of hotels and motels situated in the City of Liberty. The revenues from the Transient Guest Tax will support tourism.

Comparative Table

Transient Guest Tax Recap			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	466,234	589,534	552,617
Revenues			
Transient Guest Tax	597,929	565,000	600,000
Misc. Revenue	2,110	22,000	600
Interest	3,883	11,000	10,000
Unrealized Gains/Losses FMV	(5,352)	5,000	5,000
Total Revenues	598,570	603,000	615,600
Expenditures			
Contract Services (HDL)	45,000	130,000	55,000
Total Festival Costs	66,100	121,007	127,000
Total Tourism Coordinator Salary & Benefits	-	-	92,370
Total Hometown Holidays	4,671	8,000	8,000
Total Wayfinding	207,660	74,100	254,100
Total Art Funding	53,739	94,510	150,200
Festivals/Events Promotional	33,520	116,000	74,500
Total Public Information	62,581	94,300	76,700
Administration of Revenue	2,000	2,000	2,000
Total Expenditures	475,270	639,917	839,870
Revenue Favorable/(Unfavorable) to Expenditures	123,300	(36,917)	(224,270)
Ending Fund Balance	589,534	552,617	328,347

Financial

The Transient Guest Tax did not become effective until April 1, 2015. In 2024, the tax is expected to generate \$615,600 in revenues. Expenditures are anticipated to be \$839,870, reflecting programmed tourism expenditures and an increase in the HDLI Contract. The ending fund balance is forecasted to be \$328,347.

ENTERPRISE FUNDS

The City of Liberty has three enterprise funds – the Water Fund, the Wastewater Fund, and the Sanitation Fund. The following provides narrative on the 2024 budget for each of these funds.

Enterprise funds are used for the purpose of tracking activities of the City that are operated in a manner similar to private business. All costs of the activity should be included in the determination of rates charged to customers, including depreciation, capital outlay costs and debt. The City does not include depreciation in rates at this time.

The Water and Wastewater funds have additional operating requirements attached to bond covenants applicable to outstanding revenue bonds. These covenants require that net operating income (operating revenues less operating expenditures) must exceed debt service payments by 10%. This creates a mathematical standard which requires net revenues available for debt service to not be less than 110% of the annual debt principal and interest amounts.

Comparative Tables

Water Fund Recap			
	2022 Final	2023 Forecast	2024 Budget
User Fee Income	6,328,739	6,639,500	6,939,000
Interest Expense	(9,599)	108,100	100,000
Other Income	22,468	14,402	2,300
Capital Contributions - Non Cash	551,139	-	-
Total	6,892,748	6,762,002	7,041,300
Total Expense	9,457,895	9,076,992	8,612,835
Less: Interest Expense	82,210	55,067	51,772
Less: Depreciation/Amortization	1,554,614	1,500,000	1,568,000
Less: Capital	1,758,727	1,754,603	588,073
Operating Expense	6,062,344	5,767,322	6,404,990
Operating Income For Ratio Calculation	279,265	994,680	636,310
Interest	82,210	55,067	51,772
Bond Principal	67,090	125,335	121,422
Total Debt	149,300	180,402	173,194

Water Capital Recap			
	2022 Final	2023 Forecast	2024 Budget
Beginning Cash Balance	746,443	1,905,204	749,927
Revenues			
State/Local ARPA Grant	-	-	1,835,000
Interest	9,834	30,000	27,000
Unrealized Gains/Losses	(15,480)	15,000	15,000
Transfers In from Water Operating	1,673,514	1,754,603	588,073
Infrastructure Fee Transfer	85,212	-	-
Total Revenues	1,753,080	1,799,603	2,465,073
Expenditures			
Vehicles	19,447	75,000	325,000
Capital Equipment	33,054	257,573	-
Computer Software	16,592	29,857	35,000
Engineering Design	-	20,000	250,000
Construction Contract	202,371	500,000	1,750,000
Vehicles	32,423	55,000	55,000
Capital Equipment	18,772	-	-
Engineering Design	139,129	160,000	200,000
Construction Contract	132,531	1,857,450	600,000
Total Expenses	594,319	2,954,880	3,215,000
TOTAL - ALL CAPITAL EXPENSES	594,319	2,954,880	3,215,000
Capital Fund Income/(Loss)	1,158,761	(1,155,277)	(749,927)
Ending Cash Balance	1,905,204	749,927	0

Wastewater Fund Recap			
	2022 Final	2023 Forecast	2024 Budget
User Income	12,304,788	12,532,683	12,724,400
Interest Earnings	30,459	482,578	454,790
Interest Earning-Capital Fund	(1,926)	45,000	40,000
Other Income	(154)	-	-
Total	12,333,167	13,060,261	13,219,190
Total Expense	8,317,540	14,536,773	12,033,520
Less: Interest Expense	1,086,040	1,020,318	938,730
Less: Depreciation/Amortization	2,608,423	2,500,000	2,575,000
Less: Capital	-	5,653,176	2,845,871
Operating Expense	4,623,077	5,363,279	5,673,918
Operating Income for Ratio Calculation	7,710,090	7,696,982	7,545,272
Interest	1,086,040	1,020,318	938,730
Bond Principal	3,241,302	4,819,468	4,946,700
Total Debt	4,327,342	5,839,786	5,885,430
Bond Ratio	178%	132%	128%

Wastewater Capital Recap			
	2022 Final	2023 Forecast	2024 Budget
Beginning Cash	2,787,333	2,412,452	894,129
Revenues			
Interest	15,971	45,000	40,000
Unrealized Gains/Losses	(17,897)	20,000	20,000
Transfers In	-	5,653,176	2,845,871
Total Revenues	(1,926)	5,718,176	2,905,871
Expenditures			
Vehicles	34,501	292,500	325,000
Capital Equipment	-	30,000	-
Computer Software	16,592	43,811	40,000
Engineering Design	197,520	575,872	350,000
Construction Contract	46,762	1,500,000	2,500,000
Capital Equipment	34,750	-	35,000
HDR Study - Plant Replacement Esrow	42,830	1,366,000	425,000
Construction Contract	-	3,298,317	-
Engineering Design	-	130,000	125,000
Total Capital Expenditures	372,955	7,236,500	3,800,000
Capital Fund Income/(Loss)	(374,881)	(1,518,324)	(894,129)
Ending Cash Balance	2,412,452	894,129	(0)

Solid Waste Recap			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	145,503	143,062	119,614
Revenues			
Refuse Collection Fees	1,997,660	2,089,300	2,140,000
Interest Earnings	826	1,900	2,000
Unrealized Gain/(Loss)		200	200
Misc Services	3,921	-	
Total Revenues	2,002,407	2,091,400	2,142,200
Expenditures			
Regular Salaries	33,708	30,765	32,102
Opt Out Ins	454	38	-
Overtime	-	2	-
Heath Savings Account	627	900	900
FICA	2,611	2,386	2,525
Lagers	3,339	4,726	5,247
Worker's Comp	105	96	58
Health Insurance	5,809	7,478	7,852
Life Insurance	15	14	15
Dental Insurance	246	286	303
Vision Insurance-VSP	59	68	77
Disability Ins	19	18	20
Outside Printing	651	500	500
Legal Fees	-	400	400
Financial Services	20,151	20,000	20,000
Misc Fees	254	250	300
Mobile Phones	-	500	500
Software Maintenance	-	500	500
Casualty Insurance	811	726	660
Uncollectible Accounts	302	2,600	6,000
Deposit Interest Expense	3,921	-	-
Postage	71	80	80
Pension Expenses	(2,812)	1,500	1,500
Sanitation Collection Fees	1,899,212	1,998,100	2,078,000
Hazardous Waste Program	32,882	33,415	35,000
Miscellaneous Fees	2,412	9,500	9,500
Total Expenditures	2,004,847	2,114,848	2,202,039
Revenue Favorable/(Unfavorable) to Expenditures	(2,441)	(23,448)	(59,839)
Ending Fund Balance	143,062	119,614	59,775

Discussion

Water and Wastewater Fund Overview

The City Council, Budget Committee and staff have been focused since 2008 on ongoing plans to improve the operations of the utility funds. Underlying the plan was the belief that transparent communication was needed to fully state to the community the needs and action steps to be implemented to address both funds' future operations.

In broad terms, with many items coordinating with one another, the goals and actions steps can be categorized as follows:

- Goals for fiscal stability need to be established and met
- System efficiencies must be improved
- Existing infrastructure repaired and replaced
- Budgets reflect appropriate and realistic assumptions
- Support systems created to mitigate rate increase impact on most vulnerable residents
- Citizens engaged to assist in bringing solutions

2024 User Rate Recommendations

Based on the above list of action items and the 2024 financial requirements, the Budget Committee recommended to the City Council the following rate adjustments to be effective in April of 2024:

Bottom-line Impact – a 2.61% increase costing \$3.22 per month for the **average** utility customer

Individual average customer elements

Water – 4.00% increase, representing an additional \$1.49 per month

Wastewater – 2.00% increase, representing an additional \$1.32 per month

Solid Waste – 2.00% increase, representing an additional of \$0.40 per month

Dependent on individual customer usage, percentage increase/decrease, as well as costs may vary up or down.

The segment attached to wastewater increases that are recommended for April of 2024 are lower than the Sewer Treatment Plant rates that were discussed with the community at the time of the Sewer Bond election.

The recommended 2024 user rate structure effective April 2024 will be as follows:

	2023	2024
Water	4.00%	4.00%
Monthly Customer Charge	8.32	8.65
Volume Charges		
Minimum - under 1001 gals	3.49	3.63
First 1,001 to 2,000 gals	7.50	7.80
Next 18,000 gals	6.16	6.41
Next 80,000 gals	5.57	5.79
Over 100,000 gals	4.36	4.53
Wastewater	2.00%	2.00%
Monthly Customer Charge	9.16	9.34
Volume Charges		
First 1,000 gals	7.79	7.95
Over 1,000 gals	16.95	17.29
Sanitation	4.00%	2.00%
Per Household	19.79	20.19
Sales Tax Percent on Water	0.01	0.01

Other Budgets

The budget attachments accompanying this memo will provide additional detail on the other City budgets not communicated above.

Additional supporting detail is available upon request.

Staff looks forward to engaging Council on any additional questions or concerns relative to the 2024 budget.

Vicki L McClure
Finance Director

Curt Wenson
City Administrator

Attachments

Other Funds:

TIF Funds

Frank Hughes Memorial Trust
Cemetery Maintenance Fund
Mt. Memorial Trust Fund
Fairview Memorial Trust Fund
Police Training Fund
Police Inmate Security Fund

City of Liberty, Missouri			
Combined TIF Projects - Bonds			
Fiscal Year 2024			
	2022 Actual	2023 Forecast	2024 Budget
Beginning Fund Balance	\$ 1,544,957	\$ 1,574,440	\$ 1,619,035
Revenues			
Real Estate Tax-City PILOTS	\$ 26,655	\$ 28,917	\$ 33,975
City Sales Tax	155,825	153,173	161,783
Delinquent Charges	-	-	-
TIF Tax - County PILOTS	605,007	227,354	268,519
TIF Sales Tax - County	60,961	53,611	56,621
CID Sales Tax	432,435	158,563	165,300
Interest Earnings	12,230	43,952	45,000
Zoological Sales Tax	11,830	9,900	10,330
Reimbursed Expense	-	-	-
Miscellaneous Income	-	56	-
Bond Proceeds	-	-	-
Transfer In	-	-	-
Total Revenues	\$ 1,304,944	\$ 675,526	\$ 741,528
Expenditures			
Reimbursable Fees	\$ 201,476	\$ -	\$ -
Bond Principal	295,000	305,000	335,000
Bond Interest	246,544	226,463	205,369
Miscellaneous	383,468	3,581	4,840
Administrative Fee	148,974	2,178	2,302
Debt Service Fee	-	3,710	3,710
Cost of Issuance	-	-	-
Total Expenditures	\$ 1,275,461	\$ 630,931	\$ 581,220
Total Revenue Over(Under) Expense	\$ 29,483	\$ 44,595	\$ 160,308
Restricted Cash - Bond Pymt	\$ 356	\$ 356	\$ 356
Restricted Cash - Redemption	3,985	3,945	3,985
Restricted Cash - EATS	75,858	-	-
Restricted DSR - Bond Proceeds	575,750	575,000	575,000
Restricted DSR - Bus Inter	174,171	174,200	174,000
Restricted Cash - CID	5,027	-	-
Restricted Cash - Surplus	346,933	350,000	381,000
Restricted Fund For Debt Service Held by City	392,360	515,533	645,001
Total Ending Fund Balance	\$ 1,574,440	\$ 1,619,035	\$ 1,779,343

City of Liberty, Missouri			
Pay as You Go TIF Recap			
Fiscal Year 2024			
	2022 Actual	2023 Forecast	2024 Budget
Beginning Fund Balance	\$ 593,147	\$ 111,070	\$ 111,070
Revenues			
Real Estate Tax	\$ 49,287	\$ 54,228	\$ 66,804
Delinquent	-	-	-
TIF Sales Tax - City	216,698	209,003	218,793
TIF Tax - County/School/Hosp	840,618	426,353	527,981
TIF Sales Tax - County	81,008	73,151	76,571
CID Sales Tax	195,520	177,903	185,644
Zoological Sales Tax	14,249	11,240	11,720
Total Revenues	\$ 1,397,380	\$ 951,878	\$ 1,087,513
Expenditures			
Administrative Fees	\$ 2,246	\$ 2,428	\$ 2,302
TIF Reimbursable Fees	237	-	-
Miscellaneous Fees	425,529	7,689	9,517
Developer Reimbursements	1,451,445	941,761	1,075,695
Interfund Transfers	-	-	-
Total Expenditures	\$ 1,879,457	\$ 951,878	\$ 1,087,513
Total Revenue Over(Under) Expenses	\$ (482,077)	\$ (0)	\$ (1)
Total Ending Fund Balance	\$ 111,070	\$ 111,070	\$ 111,069

City of Liberty, Missouri			
Liberty Commons TIF Project			
Fiscal Year 2024			
	2022 Actual	2023 Forecast	2024 Budget
Beginning Fund Balance	\$ 7,001,131	\$ 7,897,648	\$ 8,154,269
Revenues			
Real Estate Tax	\$ 114,756	\$ 128,251	\$ 135,256
Delinquent Taxes	3,664	5,597	-
Hotel Rebate	36,896	39,600	41,320
TIF Sales Tax - City	778,760	777,830	810,970
Real Estate Tax - County/School/Hosp	1,001,364	1,008,335	1,068,989
TIF Sales Tax - County	353,144	272,240	283,840
CID Sales Tax	821,865	1,157,552	1,184,052
Zoological Sales Tax	54,528	38,890	40,550
TDD Sales Tax	514,487	550,260	572,020
Interest Earnings-Reserve	51,436	200,000	200,000
Transfers In - Special Allocation Funds	1,599,570	-	-
Total Revenues	\$ 5,330,470	\$ 4,178,555	\$ 4,336,997
Expenditures			
Administrative Fees	\$ 2,371	\$ 2,553	\$ 2,302
TIF Reimbursable Fees	1,407	-	-
Miscellaneous Fees	18,377	17,814	19,268
Bond Principal - A Bond	520,000	565,000	625,000
Bond Interest - A Bond ⁽¹⁾	1,742,056	1,715,406	1,670,434
Bond Interest - B Bond	555,000	1,617,450	1,800,000
Debt Service Fees	5,599	3,710	3,710
Transfers Out - Special Allocation Funds	1,589,142	-	-
Total Expenditures	\$ 4,433,953	\$ 3,921,934	\$ 4,120,714
Total Revenue Over(Under) Expense	\$ 896,517	\$ 256,621	\$ 216,282
Restricted Cash - Project Fund	\$ 5	\$ 5	\$ 5
Restricted Cash - Hotel Tax	6,798	10,308	-
Restricted Cash - Bond Pymt	2,945	7,671	7,731
Restricted Cash - Pilots	-	130,631	-
Restricted Cash - EATS	257,652	407,158	-
Restricted DSR - Bond Proceeds	2,758,320	2,724,453	2,725,874
Restricted DSR - Bus Inter	3,398,114	3,123,440	3,124,284
Restricted Cash - CID Revenues	46,430	63,571	-
Restricted Cash - Special Assessment CID	62,905	128,920	-
Restricted Cash - TDD Revenues	37,708	61,645	-
Restricted Cash - Project Fund	7	7	7
Restricted Cash - DS Bond Payment	323,969	11,778	
Restricted Fund For Debt Service Held by City	1,002,795	1,484,683	2,512,651
Total Ending Fund Balance	\$ 7,897,648	\$ 8,154,269	\$ 8,370,552

City of Liberty, Missouri			
Frank Hughes Memorial Library Trust Fund			
Fiscal Year 2024			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	\$ 30,186	\$ 29,862	\$ 29,862
Revenues			
Interest Earnings	\$ 247	\$ 600	\$ 600
Unrealized Gains/Losses	(304)	275	300
Total Revenues	\$ (57)	\$ 875	\$ 900
Expenditures			
Interfund Transfer-Parks	\$ 267	\$ 875	\$ 900
Total Expenditures	\$ 267	\$ 875	\$ 900
Total Revenue Over(Under) Expenditures	\$ (324)	\$ -	\$ -
Total Ending Fund Balance	\$ 29,862	\$ 29,862	\$ 29,862

City of Liberty, Missouri			
Cemetery Maintenance Fund			
Fiscal Year 2024			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	\$ 63,494	\$ 68,658	\$ 101,752
Revenues			
Charges for Services-Burial Permits	\$ 26,700	\$ 29,000	\$ 29,000
Charges for Services-Engraving Services	640	1,000	1,000
Interest Earnings	440	20,000	25,000
Unrealized Gains/Losses FMV	(486)	700	700
Misc-Contributions for Maintenance	-	-	-
Sale of Lots	18,243	18,500	18,500
Misc-Sale of Columbarium Niche	1,800	7,200	3,600
Miscellaneous Income	-	-	60,000
Misc-Contributions from Trust Funds	3,825	21,894	14,800
Transfers In from General Fund	92,750	60,000	60,000
Total Revenues	\$ 143,912	\$ 158,294	\$ 212,600
Expenditures			
Supplies- Cemetery Work Days	\$ 128	\$ 500	\$ 500
Supplies-VFW	373	600	4,800
Supplies-Misc Supplies	308	1,000	1,000
Engraving Fees	710	800	800
Fees-Contract Labor-Open/Close	11,300	12,000	12,000
Utilities-Electric	307	300	500
Vehicle Fuel	61	2,000	2,000
Maintenance-Grounds/Landscaping	7,195	14,900	7,000
Maintenance-Mowing Contract	45,098	56,000	56,000
Maintenance-Headstone	25,096	30,000	20,000
Vehicle Maintenance	-	-	1,500
Minor Equipment	399	2,000	1,000
Equipment Rental - Cemetary	-	1,000	1,000
Clothing Expenses	-	600	600
Miscellaneous Expense	-	3,500	3,500
Columbarium Construction Project	-	-	80,000
Transfers out to Park Fund for Labor	47,750	-	-
Total Expenditure	\$ 138,748	\$ 125,200	\$ 192,200
Total Revenues Favorable/(Unfavorable) to	\$ 5,164	\$ 33,094	\$ 20,400
Columbarium Reserve	\$ 15,919	\$ 21,319	\$ -
Undesignated Fund Balance	\$ 52,739	\$ 80,433	\$ 122,152
Total Ending Fund Balance	\$ 68,658	\$ 101,752	\$ 122,152

City of Liberty, Missouri			
Mt. Memorial Cemetery Trust			
Fiscal Year 2024			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	\$ 33,905	\$ 33,543	\$ 79
Revenues			
Interest Earnings	\$ 275	\$ -	\$ -
Unrealized Gains/Losses	(342)	-	-
Total Revenues	\$ (67)	\$ -	\$ -
Expenditures			
Interfund Transfer-Cemetery Maintenance	\$ 295	\$ -	\$ -
Transfer Out - Fund Balance	-	33,465	-
Total Expenditures	\$ 295	\$ 33,465	\$ -
Total Revenue Over/(Under) Expenditures	\$ (362)	\$ (33,465)	\$ -
Ending Fund Balance	\$ 33,543	\$ 79	\$ 79

* Only Interest Revenue can be used for Cemetery Maintenance

City of Liberty, Missouri			
Fairview Cemetery Trust			
Fiscal Year 2024			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	\$ 399,604	\$ 401,372	\$ 465,210
Revenues			
Interest Earnings	\$ 3,280	\$ 9,894	\$ 14,800
Unrealized Gains/Losses	(4,063)	12,000	-
Contributions	-	23,914	-
Sale of Lots	6,081	6,500	6,200
Transfer In	-	33,424	-
Total Revenues	\$ 5,298	\$ 85,732	\$ 21,000
Expenditures			
Interfund Transfer-Cemetery Maintenance	\$ 3,530	\$ 21,894	\$ 14,800
Total Expenditures	\$ 3,530	\$ 21,894	\$ 14,800
Total Revenue Over/(Under) Expenditures	\$ 1,768	\$ 63,838	\$ 6,200
Total Ending Fund Balance	\$ 401,372	\$ 465,210	\$ 471,410

* Only Interest Revenue can be used for Cemetery Maintenance

City of Liberty, Missouri			
Police Training Fund			
Fiscal Year 2024			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	\$ 37,763	\$ 46,997	\$ 46,997
Revenues			
Interest Earnings	253	700	630
Unrealized Gains/Losses FMV	(348)	300	300
Police Training	3,789	5,000	5,000
Arrest Costs Recoupment	1,842	3,500	3,500
Post Training Funds	868	1,000	1,000
Reimbursed Expense	4,483	-	-
Total Revenues	\$ 10,886	\$ 10,500	\$ 10,430
Expenditures			
Police Training Travel	\$ 403	\$ 4,500	\$ 4,500
Police Registration Fees	1,249	6,000	6,000
Total Expenditures	\$ 1,652	\$ 10,500	\$ 10,500
Total Revenue Over/(Under) Expenditures	\$ 9,234	\$ -	\$ (70)
Total Ending Fund Balance	\$ 46,997	\$ 46,997	\$ 46,927

City of Liberty, Missouri			
Police Inmate Security Fund			
Fiscal Year 2024			
	2022 Final	2023 Forecast	2024 Budget
Beginning Fund Balance	\$ 19,306	\$ 21,615	\$ 21,790
Revenues			
Interest Earnings	\$ 172	\$ 475	\$ 425
Unrealized Gains/Losses FMV	(219)	200	200
Inmate Maintenance Fee	3,798	5,000	5,000
Total Revenues	\$ 3,751	\$ 5,675	\$ 5,625
Expenditures			
Biometric Supplies	\$ 1,441	\$ 4,000	\$ 4,000
Minor Equipment	-	1,500	1,500
Total Expenditures	\$ 1,441	\$ 5,500	\$ 5,500
Total Revenue Over/(Under) Expenditures	\$ 2,310	\$ 175	\$ 125
Total Ending Fund Balance	\$ 21,615	\$ 21,790	\$ 21,915



CITY COUNCIL ACTION REPORT

Meeting Date: December 11, 2023

A/R No.: 2023-771

Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject: RESOLUTION APPROVING THE 2024 TO 2029 STREET CAPITAL
IMPROVEMENT PLAN FOR THE CITY OF LIBERTY, MISSOURI

Summary:

- Appropriate Public Works infrastructure and equipment replacement planning requires a multi-year review approach.
- The City has created a multi-year infrastructure/equipment spending model of which the 2024 to 2029 elements comprise the proposed Street Infrastructure Capital Improvement Plan (CIP) for the City.
- The CIP elements from the Transportation and Capital Sales Tax Funds have been reviewed by the Budget Committee, Citizen Sales Tax Oversight Committee and the City Council. The CSTOC found the budgets to be consistent with voter intent. The Budget Committee recommended approval of these budgets.
- The CIP element of the Economic Development Sales Tax Fund has been reviewed by the Budget Committee, Liberty Economic Development Sales Tax Board and the City Council. The LEDSTB found the budgets to be consistent with voter intent. The Budget Committee recommended approval of this budget.
- The CIP contemplates the spending of approximately \$55.88 million over the next five years.
- Staff recommends approval of the 2024 – 2029 CIP.

Background:

Background:

The 2024 to 2029 CIP represents the accumulation of prior planning, project prioritization by the City Council, efforts by Public Works staff to maximize Federal, State and other local funding resources and has been reviewed by the Budget Committee and City staff.

The CIP contemplates the spending of approximately \$55.88 million on street infrastructure improvements, equipment purchases, maintenance projects, public building improvements and associated debt service expense.

Projects to be accomplished by the Transportation, Capital and Economic Development Sales Funds are:

1. \$16.02M – Street Restoration/General Transportation Improvements/Street Maintenance Supplies

2. \$2.18M – Public Works Equipment – Building Maintenance/Misc. Expenses
3. \$2.92M – Signal Light Maintenance
4. \$3.14M – Storm Water Improvements
5. \$2.30M – Sidewalk Program
6. \$1.72M – Capital Engineer/Street Maintenance Workers
7. \$0.40M – Transportation Enhancement Projects/City Landscaping Funds
8. \$1.02M – IRIS Transportation (\$170K annual commitment)
9. \$0.07M – Transfer Out – To Parks for City Landscaping Funds
10. \$22.47M – Debt Service/Loan Costs
11. \$3.64M – Transfers Out

Staff recommends approval of the 2024 to 2029 CIP.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended: 11/16/2023
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended: 11/1/2023
Other: Economic Development Sales Tax	Completed/Recommended: 12/7/2023

Financial Considerations:

Budgeted:	Line Item: 2024 Capital, Transportation and Economic Development Sales Tax Budget Line Item:	Amount: Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Resolution - 2024- 2029 Capital Improvement Plan approval - completed

RESOLUTION NO. _____

A RESOLUTION APPROVING THE 2024 – 2029 STREET CAPITAL IMPROVEMENT PLAN
FOR THE CITY OF LIBERTY, MISSOURI

WHEREAS, the City Council of the City of Liberty, Missouri (the “City”) is committed to an annual review and approval of a multi-year Street Capital Improvement Plan; and

WHEREAS, the attached plan has been reviewed and recommended for approval by the City of Liberty Budget Committee; and

WHEREAS, the City of Liberty Citizen Sales Tax Oversight Committee has been presented the Street Capital Improvement Plan for their review of voter intent relative to the Transportation and Capitals Sales Tax Fund elements and has found the plan complies with said voter intent; and

WHEREAS, the City of Liberty Economic Development Sales Tax Board has been presented the Street Capital Improvement Plan for their review of voter intent relative to the Economic Development Sales Tax Fund element and has found the plan complies with said voter intent; and

WHEREAS, the City Council of the City of Liberty has studied the Street Capital Improvement Plan within a Council study session;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI, that the Street Capital Improvement Plan for 2024-2029 is hereby adopted, incorporated by reference herein and available for review as required by law;

BE IT FURTHER RESOLVED that said plan is approved for use as a guide in determining future capital spending in the City.

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