



Agenda

City Council Special Session

Monday, December 18, 2023 - 7:00 PM
Blue Room at the Liberty Community Center

I. Call to Order

- A. DUE TO THE CITY HALL ATRIUM RENOVATION, THE DECEMBER 18, 2023, SPECIAL SESSION OF THE CITY COUNCIL WILL BE HELD IN THE BLUE ROOM AT THE LIBERTY COMMUNITY AT 7:00 P.M. THERE WILL BE NO BROADCASTING OR STREAMING OF THIS MEETING.

II. Approve Minutes and Summaries

- A. SPECIAL SESSION MINUTES OF SEPTEMBER 25, 2023
- B. EXECUTIVE SESSION MINUTES OF SEPTEMBER 25, 2023
- C. REGULAR SESSION MINUTES OF SEPTEMBER 25, 2023

III. Consent Agenda

- A. MOTION TO APPROVE THE PURCHASE OF A 2023 FORD TRUCK FROM CHUCK ANDERSON FORD IN AN AMOUNT NOT TO EXCEED \$61,527.60
- B. MOTION TO APPROVE THE CONSTRUCTION OF A NEW PARKING LOT BEHIND THE NEW ADDITION AT FIRE STATION #3 IN AN AMOUNT NOT TO EXCEED \$58,637.00
- C. MOTION TO APPROVE THE PURCHASE OF 2024 FREIGHTLINER DUMP TRUCK FROM PREMIER TRUCK GROUP IN AN AMOUNT NOT TO EXCEED \$89,809.00
- D. RESOLUTION GRANTING A HISTORIC CERTIFICATE OF APPROPRIATENESS FOR IMPROVEMENTS AT 36 MOSS AVE., A RESIDENTIAL STRUCTURE, USING THE 353 TAX ABATEMENT, PROSPECT HEIGHTS HISTORIC DISTRICT
- E. SPECIAL SESSION MINUTES OF OCTOBER 9, 2023
- F. EXECUTIVE SESSION MINUTES OF OCTOBER 9, 2023
- G. REGULAR SESSION MINUTES OF OCTOBER 9, 2023
- H. SPECIAL SESSION MINUTES OF OCTOBER 23, 2023
- I. EXECUTIVE SESSION MINUTES OF OCTOBER 23, 2023
- J. REGULAR SESSION MINUTES OF OCTOBER 23, 2023
- K. TEMPORARY EVENT LIQUOR LICENSES FOR HISTORIC DOWNTOWN LIBERTY, INC.
 - 1. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR HISTORIC DOWNTOWN LIBERTY, INC. (HDLI) FOR THE KC WIDE OPEN BLOCK PARTY EVENT ON JULY 13, 2024
 - 2. A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR HISTORIC DOWNTOWN LIBERTY, INC. (HDLI) FOR

THE 13TH ANNUAL DOG DAYS OF SUMMER CRAFT BEER CRAWL
EVENT ON AUGUST 3, 2024

IV. Ordinances, Contracts and Resolutions

- A. ORDINANCE APPROVING VENDOR PAYMENTS FOR THE PERIOD OF DECEMBER 1, 2023 TO DECEMBER 8, 2023
- B. ORDINANCE AMENDING CHAPTER 8 "CEMETERIES," OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI **(SECOND READING)**
- C. RESOLUTION APPROVING THE CITY OF LIBERTY, MISSOURI RULES AND REGULATIONS FOR CITY-OWNED CEMETERIES **(POSTPONED FROM 12/11/23)**
- D. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH MYRICK MECHANICAL FOR FY 2024 CITY-WIDE HVAC PREVENTIVE MAINTENANCE AND ON CALL REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED \$125,000.00
- E. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH LIBERTY SPORTS OFFICIALS FOR THE 2024 YOUTH AND ADULT SPORTS OFFICIATING SERVICES IN AN AMOUNT NOT TO EXCEED \$225,000.00
- F. ORDINANCE AMENDING ORDINANCE NO. 11801 APPROVING A CONTRACT WITH HEARTLAND TRAFFIC SERVICES, INC. FOR CITY OF LIBERTY PROJECT 23-011 2023 PAVEMENT MARKINGS
- G. RESOLUTION ACCEPTING THE 2023 PAVEMENT MARKINGS PROJECT WITH HEARTLAND TRAFFIC SERVICES, INC.
- H. ORDINANCE APPROVING A CONTRACT WITH VEENSTRA & KIMM FOR DESIGN OF THE REPLACEMENT OF THE RICHFIELD ROAD BRIDGE OVER RUSH CREEK IN AN AMOUNT NOT TO EXCEED \$99,995.00
- I. ORDINANCE APPROVING A CONTRACT WITH VEENSTRA & KIMM FOR DESIGN OF THE MARILYNN & SHERRILL AVENUE BRIDGE DESIGN IN AN AMOUNT NOT TO EXCEED \$99,985.00
- J. LIBERTY ECONOMIC DEVELOPMENT CORPORATION (LEDC)
 - 1. PRESENTATION OF LEDC ANNUAL REPORT
 - 2. ORDINANCE APPROVING A FEE FOR SERVICES AGREEMENT WITH THE LIBERTY ECONOMIC DEVELOPMENT CORPORATION
- K. ORDINANCE APPROVING AN AGREEMENT WITH OPENGOV FOR THE PURCHASE AND IMPLEMENTATION OF CORE FINANCIALS, UTILITY BILLING AND ASSET ESSENTIALS ENTERPRISE SOFTWARE IN AN AMOUNT NOT TO EXCEED \$500,000.00

V. Miscellaneous Matters from City Administrator

VI. Miscellaneous Matters from Mayor and City Council

VII. Adjournment



City Council Meeting

Special Session Minutes
September 25, 2023

I. CALL TO ORDER

A special session meeting of the City Council of the City of Liberty, Missouri was held in the Council Conference Room on September 25, 2023 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 6:30 p.m.

II. ATTENDEES

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

Council Members Absent: Harold Phillips, Ward I
Gene Gentrup, Ward IV

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Vicki McClure, Finance Director
BJ Staab, Parks and Recreation Director
Jimmy Gibbs, Parks and Recreation Assistant Director
Sarah Ranes, Deputy City Clerk

II. OTHER BUSINESS

A. Authorize an Executive Session to be held September 25, 2023 in the Council Conference Room immediately following the Special Session to discuss Real Estate Matters as authorized by 610.021(2) RSMo.

Action: Council member Graham moved to authorize the closed session. Council member Hagan seconded the motion, which passed unanimously.

IV. ADJOURNMENT

The meeting adjourned at 6:31 p.m.

Mayor

Attest:

Deputy City Clerk

City Council Meeting

Regular Session Minutes

September 25, 2023

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on September 25, 2023 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

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

Council Members Absent: Harold Phillips, Ward I
Gene Gentrup, Ward IV

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Shawwna Funderburk, Asst. to the City Administrator
Vicki McClure, Finance Director
BJ Staab, Parks and Recreation Director
Jimmy Gibbs, Parks and Recreation Assistant Director
Tom Garland, Parks and Recreation Assistant Director
Matt Kellogg, Police Captain
Ryan Groves, Police Officer
John Mills, Fire Chief
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

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

IV. APPROVE MINUTES AND SUMMARIES

V. CITIZENS' PARTICIPATION

1. David Langston – 1920 Carter Court, here to talk about Stocksdales Park. He would like to discuss a plan to recover tax payer dollars used to develop this 18-hole disc golf course. In talking to some of the golfers, they have rated Stocksdales Park as a number one or number two disc golf course in a four-state area. Mr. Langston would like to see something done to

recover tax payer dollars while this park is being facilitated with these events happening in our park.

2. Richard Rudd – 901 Sunset Avenue, stated he was here to talk about the history of slavery in America and the information he's going to share comes from documentation from tax records, bills of sale, wills, the Census and court records and things of that nature.
3. Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, MO stated he has family members buried in privately owned Block 174 and buried within 10 inches of it. Mr. Holtclaw's family is from here and they know the history. Please leave the grave marker alone.
4. Gieselle Fest – 1407 Lynette Street, stated she went to Jefferson City, Missouri to tour the House of Representatives which has a Historian. Ms. Fest likes history and primary documents. Ms. Fest gets asked history questions and then she starts her history research. The Law of Revestment started with Representative Patrick Kelly. Ms. Fest's issues are property issues.
5. Mary Hill – 1354 Wildbriar. Ms. Hill loves Stocksdale Park and she is here tonight to talk about the deforestation of the Stocksdale Woods. They are pretty special woods that she wishes to protect and she wants to Stop the Chop.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. MOTION TO AUTHORIZE THE PURCHASE OF A 2023 FORD F-150 XLT FROM MAX FORD OF HARRISONVILLE, MISSOURI

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

B. RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR IMPROVEMENTS AT 120 S. TERRACE AVE., PROSPECT HEIGHTS HISTORIC DISTRICT, A 353 TAX ABATEMENT PROJECT

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3352.

C. RESOLUTION ACCEPTING THE SANITARY, WATER, STREET AND STORM IMPROVEMENTS FOR THE LIBERTY COMMERCE CENTER PHASE 2 PROJECT

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3353.

VIII. PUBLIC HEARINGS

A. ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR JEWEL ESTATE IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE NO. 23-34FP)

This is a proposal for a Final Plat of Jewel Estate, a two-lot subdivision. This plat contains 2 lots on .30+/- acres. This is a plat of unplatted property to accommodate a new residential structure.

Earlier this year the City Council approved a Special Use Permit to allow the construction of a two-family attached home at this location. The applicant is requesting a variance to the Unified Development Ordinance, Section 30- 50.2, "District RNC, height and area regulations" for setbacks and required lot depth. This variance request is needed because the structure will encroach upon the required setbacks for both lots. Additionally, the proposed lots are generally 80x80 feet, which is 10 feet less than the 90-foot depth that is required. The applicant's variance request is attached to this report as Exhibit C.

Because this variance request is tied specifically to the construction of the previously approved two-family home, this Plat will not be recorded until building permits have been issued.

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

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

Aimee Gray, A3G Architects, 110 N. Main Street, the applicant, was available for questions.

Seeing no one else wishing to speak, the Mayor closed the Public Hearing Document No. 9651 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11816.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ACKNOWLEDGEMENT OF VENDOR PAYMENTS FOR THE PERIOD OF SEPTEMBER 1, 2023 TO SEPTEMBER 15, 2023

Document No. 9652 was read.

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

Roll Call

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11817.

B. ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR SENEFF IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE NO. 23-28FP)

This is a proposal for a Final Plat of Seneff at 1628 Southview Drive. This plat contains two lots on 4.9 +/- acres. This subdivision of land would allow for the sale of this larger property and potential future development.

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

Document No. 9653 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11818.

C. **ORDINANCE ESTABLISHING THE 2023 AD VALOREM PROPERTY TAX LEVIES FOR CITY OPERATIONS FOR THE 2024 BUDGET YEAR (SECOND READING)**

The City of Liberty property tax is a vital component of the City's budget that helps to support Police, Fire /Emergency Medical Services, Street Maintenance, Building and Project Inspections, Planning, Senior Citizen programs, Park Maintenance, Recreation programs and more. Of the City's property tax levy, 85% supports general operations and 15% supports Parks & Rec. When compared to sales taxes, property taxes typically provide a more consistent and stable funding source for budget planning, especially for ongoing operational costs.

Each year, the City Council has options when setting the Ad Valorem Levy Rate. According to the State of Missouri's Hancock Amendment, the City of Liberty is required to follow an established formula when calculating its maximum levy. Beyond small inflationary adjustments allowed by the formula, increases in revenue from the property tax are a result of new construction and/or increases in personal property in Liberty. Because property taxes provide a more stable and consistent funding source for ongoing City operations, staff typically recommends setting the annual levy rate based on the maximum allowed by the Hancock Amendment. The Hancock Maximum is the highest levy rate you can set in any given year based on the current year's assessed valuations and the prior year's levy rate. For the City of Liberty, this option allows revenue growth within the General Fund and Parks Fund based on the Hancock Amendment.

Looking to the future, beyond current funding needs, property taxes will be vital as continued residential and commercial growth increases the demand for City services across all Departments.

Document No. 9650 was read.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11819.

D. ORDINANCE APPROVING THE RENEWAL OF A FIVE-YEAR AGREEMENT WITH AXON ENTERPRISES, INC. FOR THE PURCHASE OF 45 NEW TASER 10 MODEL TASERS IN AN AMOUNT NOT TO EXCEED \$204,741.00

The Police Department strives to ensure the proper use of taxpayer funds in order to best equip officers and serve the citizens of Liberty. Use of this five-year program updates all taser devices at once, maintaining warranties for repairs. Current device warranties and recommended life span are set to expire in 2024. This contract will allow the Police Department and City of Liberty to adequately budget and plan costs for the Taser program through FY2027.

Staff recommend the approval of the agreement with Axon Enterprises, Inc. in a not-to-exceed amount of \$204,741.00 over five years. The Police Department will include FY2023-2027 Capital funds to cover payments.

Document No. 9654 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11820.

E. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI, AMENDING THE CITY'S SCHEDULE OF FEES PERTAINING TO CEMETERY RATES

The City's contractor for opening and closing graves retired during Summer 2022 and a new contractor had to be hired to perform opening and closings on a higher fee schedule. The new contractor charges an additional \$200.00 for weekend services that our current schedule does not account for. The current fee structure has been in place since December 2021. This change specifically addresses weekend rates to cover additional costs not incurred under the former contractor.

The goal of this City service is to provide a reasonably priced option for City residents while continuing to be able to maintain perpetual care of the facility.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None
Inscribed in Resolution No. 3354.

F. ORDINANCE AMENDING CHAPTER 20, "MOTOR VEHICLES & TRAFFIC," OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

Amendments to traffic regulations are required to update the City Code for any new or modified traffic signage. The changes to traffic signs may be driven by a citizen's request, staff recommendations or temporary situations requiring traffic modifications. The codification of the traffic regulations and the addition of appropriate signage allow the enforcement of the regulations.

Traffic regulation changes are generally initiated by a 90-day evaluation period monitored by both Public Works and the Police Department. If the changes are determined by both departments to be warranted, they are then taken to the Council for approval of a permanent regulation change.

The traffic regulation amendments pertaining to this action are summarized as follows:

- The speed limit on Withers Road, from its intersection with South Liberty Parkway to its south end cul-de-sac should be increased from 25 to 35 miles per hour.
- The speed limit on Hughes Road, from its intersection with South Liberty Parkway to the southern City Limits should be increased from 25 to 35 miles per hour.

Document No. 9655 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11821.

G. ORDINANCE APPROVING AN AGREEMENT WITH MYRICK MECHANICAL FOR THE PURCHASE AND INSTALLATION OF THREE NEW DAIKIN WATER SOURCE HEAT PUMPS IN AN AMOUNT NOT TO EXCEED \$56,878.80

The Water Treatment Plant needs a replacement heat pump. The current heat pump has been in service since 1994 and is at the end of its life, evidenced by increased maintenance calls due to frequent issues with the system. The new units for the Scada and IT rooms are needed to ensure all electrical components operate without overheating. Overheating could cause loss of equipment and impede the Water Treatment Plant's ability to produce water. The current systems cooling these rooms

are unreliable and are not set up to drain and condensate properly. The condensate line for the IT room HVAC system currently has to be laid across the floor to a drain in another room, creating a nuisance and potential tripping hazard.

Document No. 9656 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11822.

X. OTHER BUSINESS

A. STOCKSDALE PARK UPDATE

Stocksdale Park is a 112-acre park that was established in 1974. Park amenities include the following:

- 3-acre dog park (built in 2011)
- 1 playground
- 2 picnic shelters
- Mountain Bike Trails – 7 miles
- 12 horseshoe pits & indoor facility
- Disc Golf Course (built in 2014)
- 1 sand volleyball court
- 1 baseball softball field
- 1 cricket pitch (built in 2017)
- ½ mile asphalt trails
- 1-mile natural surface trail
- Cameron's Trail of Trees

User Groups & Volunteers:

- Midwest Cricket League
- Liberty Horseshoe Club
- KC Disc Golf Club
- Urban Trail Co.
- Boy Scouts
- Dog Park groups

- Patti Stark – Moonlight Yoga

Liberty Parks and Rec Staff qualifications:

- Arborist (3)
- Horticulturist (2)
- Pesticide license (3)

Partnerships – Professionals:

- Tree Board
- Missouri Dept of Conservation
- Missouri Dept of Natural Resources

Listening to the Community:

- In 2018, residents requested more useable space and suggested removal of invasive undergrowth.

2023 Parks Master Plan Process

- Develop natural resource management plan for Stocksdale Park
- Partner with MDC to remove exotic vegetation at Stocksdale Park
- 56% of the Liberty community use Stocksdale Park (2nd largest usage of the entire park system)

B. Missouri Department of Conversation Recommendations and Update of Honeysuckle Removal:

- Vines and Honeysuckle are choking out native trees. Brush honeysuckle stems can be cut at the base with brush-cutters, chainsaws or hand tools. Honeysuckle and vines removed to allow young saplings to take root for the next generation of healthy trees.
- After cutting, a 20% solution of glyphosate should be applied to the cut stump either by spraying the stump with a low-pressure hand-held sprayer or wiping the herbicide on the stump with a sponge applicator to prevent re-sprouting.

In an email dated September 15, 2023 from Taylor Neff from the Missouri Department of Conversation to the Parks and Recreation Department, it was reported that the bush honeysuckle at Stocksdale Park has successfully been knocked down to a manageable state and the tree regeneration looks promising. Consider letting the understory grow for around two years. Then, the honeysuckle will be large enough for effective herbicide spray if you go that route. This would take place late October-November when most other species are in dormancy and unable to translocate the nonselective chemical. Pulling or cut stump method are also options but will require follow up. The Park and

Recreation Department were also advised to remove the dead trees along the trail. Ash becomes especially brittle quickly after EAB.

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 8:17 p.m.

Mayor

Attest:

Deputy City Clerk



CITY COUNCIL ACTION REPORT

Meeting Date: December 18, 2023

A/R No.: 2023-789

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: MOTION TO APPROVE THE PURCHASE OF A 2023 FORD TRUCK FROM
CHUCK ANDERSON FORD IN AN AMOUNT NOT TO EXCEED \$61,527.60

Summary:

Purchase of a Ford F550 Cab and Chassis from Chuck Anderson Ford in an amount not to exceed \$61,527.60.

Background:

The Ford F550 Cab and Chasis were ordered from Chuck Anderson Ford through a government pricing purchase agreement from fall of 2022 with the build and purchase in 2023. The truck has been delivered to Chuck Anderson Ford and is ready for final purchase. The vehicle was ordered with an unknown delivery time frame, but the prices were locked in when they were ordered. Government pricing is the same at all the dealerships and only Chuck Anderson responded during the short order period in the fall of 2022. After the purchase of the F550, the truck will be outfitted with winter operation equipment prior to being available for use. The winter operation equipment is through another company.

Previous Action (if applicable):

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: 10/13/2022
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 50.70.201.36.7201	Amount: \$61,527.60
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. New F-550 CHUCK ANDERSON 12-2023

ADDITIONAL
PAGE



Chuck Anderson Ford
1910 West Jesse James Road
EXCELSIOR SPRINGS EXCELSIOR SPRINGS MO 64024
Telephone (816) 630-1700 Fax

RETAIL Stock No. **16012**
BUYERS Date **12/05/2023**
ORDER Salesman

Purchaser **City of Liberty** St. Address **400 SUDDARTH ST**
City **LIBERTY** State **MO** Zip **64068** Telephone **816-439-4545**
I hereby agree to purchase from you under the terms and conditions specified, the following: ☒ New ☐ Used Year **2023**
Make **FORD** Body **XL 4X4 SD** Model **F-550 CHASSIS** Color **WHITE** Upholstery
VIN **1FDUFH10PDA19934** E-Mail Mileage **3**

PURCHASER'S CERTIFICATION 1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND 2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at time of delivery; AND TRANSIT DAMAGE 3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage. KNOWN DEFECTS 4. All equipment (including tires) as appraised on my trade in we remain, and the only existing material defects know to me on the motor vehicle that is being traded into the dealer are: — AND — IF NONE, SO STATE 5. THIS IS A CASH SALE 6. NOTICE: IF YOU ARE BUYING A USED VEHICLE, SEE THE REVERSE SIDE UNDER "PROVISIONS APPLICABLE ON SALE OF A USED VEHICLE" BECAUSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND CERTAIN STATEMENTS ARE MADE CONCERNING THE ODOMETER READING. 7. I certify that I am 18 years of age, or older, and that I have read the printed matter on the front and back hereof, and agree to it as a part of this order the same as if it were printed above my signature. (We authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us.) "THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES." X X 8. ARBITRATION MANDATORY ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL, OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS. a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration. b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of, the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate. c. The arbitrator's decision and award will be final and binding, and judgement on the award rendered by the arbitrator may be entered in any court with jurisdiction. d. No claim, controversy or dispute may be joined in the arbitration with a claim, controversy or dispute of any other person, or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is excluded under this Agreement.		TOTAL CASH DELIVERED PRICE 61,027 61 ADMINISTRATIVE FEE ** 499 99 NET SELLING PRICE 61,527 60 LESS TRADE-IN ALLOWANCE NET TRADE DIFFERENCE BALANCE OWED ON A TRADE-IN TOTAL 61,527 60 TOTAL CASH DUE ON SALE BALANCE DUE BALANCE OWED TO ADDRESS CASH DEPOSIT WITH ORDER (REC'T NO.) CASH TO BE PAID AT TIME OF DELIVERY 61,527 60 DESCRIPTION OF TRADE-IN MILEAGE VIN YEAR MAKE MODEL COLOR BODY LIC. NO. EXCEPTED DEALER BY <i>[Signature]</i> EMAIL UNLESS THE MANUFACTURER OR THE DEALER HAS ISSUED SPECIFIC WARRANTY ON THIS VEHICLE SEE THE DISCLAIMER OF WARRANTY ON THE BACK OF THIS CONTRACT. (SEE SECTIONS 3.0, 7 ON REVERSE) ** AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAYBE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW. MY/OUR INITIALS BELOW INDICATE I/WE HAVE BEEN INFORMED OF, AND UNDERSTAND FULLY, THE ABOVE REFERENCED ADMINISTRATIVE FEE. Initials: Date: 12/05/2023	
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**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 18, 2023

A/R No.: 2023-793

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: MOTION TO APPROVE THE CONSTRUCTION OF A NEW PARKING LOT
BEHIND THE NEW ADDITION AT FIRE STATION #3 IN AN AMOUNT NOT TO
EXCEED \$58,637.00

Summary:

CONSTRUCTION OF A NEW PARKING LOT BEHIND THE NEW ADDITION AT
STATION 3 AT A COST NOT TO EXCEED \$58,637.00

Background:

The Fire Department had initially budgeted for an additional parking lot behind the new addition to Fire Station 3 in 2024. The current parking lot at Station 3 is being utilized by Fire staff and several city vehicles due to the parking limitations at City Hall. Adding the new lot will provide additional parking in the current Fire Station 3 lot for the many city vehicles that are being parked at various other fire stations.

The contractor is able to provide substantial savings by completing the additional lot if completed along with the main project. This will be at a cost of \$58,637.00 and will be paid by the Fire Sales Tax.

Previous Action (if applicable):

Allotted for the additional parking lot in the 2024 budget.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 58.50.325.36.7510	Amount:\$ 58,637.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Liberty Fire 3 - Parking Addition Proposal



November 30, 2023

Mr. John Mills
Liberty Fire
City of Liberty
101 E. Kansas Street
Liberty, MO 64068

RE: - Additional Rear Parking Lot
Project#: 525-23B

Dear John,

We are please to present a proposal for the additional parking lot behind the new addition to include 10 parking stalls per design. The scope of work includes:

1. Excavation/Grading minus the haul off
2. Construction Staking
3. Added Erosion Control
4. Rock Base - 4' Thick
5. Concrete Paving - 6" Thick w/Wire Mesh Reinforcing
6. Added Bollards Back Side of Trash Enclosure
7. Striping and Parking Bumpers
8. Curbs are not included.
9. Rear Sidewalks are not included.
10. Design Fees

Total Proposed Amount \$ 58,637.00

Sincerely,

Michael W. Brown
SAMURAI ENTERPRISES, INC.
SEI BUILDERS

S A M U R A I
ENTERPRISES Inc.

1117 Aspen Drive | Liberty, MO. 64068 | PH: 816.896.5656





**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 18, 2023

A/R No.: 2023-790

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: MOTION TO APPROVE THE PURCHASE OF 2024 FREIGHTLINER DUMP TRUCK FROM PREMIER TRUCK GROUP IN AN AMOUNT NOT TO EXCEED \$89,809.00

Summary:

Purchase of a 2024 Freightliner dump truck from Premier Truck Group for \$89,809.00

Background:

The annual Capital Improvement Plan includes the updating of the fleet inventory used to provide street maintenance activities and snow and ice removal during winter operations. These activities require that we keep our fleet in working order and the replacement on a regular schedule. The current vehicle market requires a long lead time in ordering equipment and this truck was ordered with a planned build time of December 2023. Public Works is recommending the purchase of a new 2024 Freightliner Truck for purchase in early January 2024.

Previous Action (if applicable):

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended:9/29/2023
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 50.70.201.36.7201	Amount:\$89,809.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Signed Contract for Premier 2024 Freightliner

Purchase Agreement And Acknowledgement



Premier Truck Group of Kansas City

8001 Parvin Road
Kansas City MO 64161
Phone: (816) 453-4400

Department: NEW
Contract Date: 02/28/2023
Deal Packet: DE-40420
Branch: 805
Salesperson: Lee Setser

Bill To: 302619
CITY OF LIBERTY, MO.
1600 S WITHERS RD
LIBERTY MO 64068-4604
P:(816) 439-4400

Ship To:
CITY OF LIBERTY, MO.
1600 S WITHERS RD
LIBERTY, MO 64068-4604

Stock#: VIN:TBD-1 New 2024 FREIGHTLINER 108SD PLUS Price: \$89,409.00

End of Q4 Build slot. ETA 1st of the 2024

2024 Freightliner 108SD Plus Series
Item # 7 MACPP 37.6K GVW
Snow Plow/End Dump

Std Chassis Warranty 2yrs/unlimited miles
Std Cummins B6.7 Warranty 3yrs/unlimited miles

Extended Warranties can be added if wanted for additional costs.

Total Price	\$89,409.00
Documentary Fee	\$400.00
Total	\$89,809.00
Net Total	\$89,809.00

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.

THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE SELLER, FOR THE STATED PRICE THE NEW TRUCK(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW TRUCK OWNER'S WARRANTY REGISTRATION FORM.

DocuSigned by:

Your business is always appreciated!

Bruce Midholdt Pw asst Dir 2/28/2023
PURCHASER'S SIGNATURE TITLE DATE

CO-SIGNER'S SIGNATURE TITLE DATE

DocuSigned by:

ACCEPTED BY

Mark D. Crow
AUTHORIZED SIGNATURE

2/28/2023

DATE

Purchase Agreement Terms and Conditions

1. **TRADE(S).** Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Seller, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. **PRICING.** If after the date of this Agreement, the manufacturer of a Vehicle imposes any increase in the price of any Vehicle or imposes any surcharges (whether relating to commodities, raw material, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle. Further, in the case of new Daimler Vehicles, a new vehicle sales contract with fixed pricing that exceeds a fourteen-month period requires calculation to determine whether a factory invoice surcharge will apply ("DTNA Surcharge"). This potential surcharge will be calculated according to the DTNA RMS (Daimler Trucks North America Raw Material Surcharge) Calculator beginning fourteen months from the first approval date of the DTNA deal number unless otherwise agreed in writing. The rules for calculation of the DTNA Surcharge are available at the following website: www.dtna-apps.com/rmc/. Purchaser shall be responsible for paying any applicable DTNA Surcharge.

3. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

4. CANCELLATION. Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable and proper cancellation charges and expenses.

5. SALES AND OTHER TAXES. Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the truck(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. DELIVERY. All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

7. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Seller's opinion, are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

8. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

9. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

10. GENERAL

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warranty Acknowledgement

This warranty acknowledgement lists the make, model, and major components (engine, transmission and axles) and the applicable limited warranty coverage(s) included with the vehicle(s) purchased. Program extended coverage included with the vehicle(s) and/or components will be listed below in lieu of the standard limited warranty when applicable. Other extended coverage(s) added by the Purchaser, or included with the vehicle(s) and/or components will also be listed below and on Pg. 1 of this Agreement.

VIN(S)		MAKE		MODEL		ENGINE		TRANSMISSION		AXLE(S)	
BASE MODEL WARRANTY		ENGINE WARRANTY		TURBO		INJECTORS		TRANSMISSION WARRANTY		AXLE WARRANTY	
STANDARD:											
EXTENDED:											
ADDITIONAL COVERAGE(S)											
DC/CA#:		DC/CA#:		DC/CA#:		DC/CA#:		DC/CA#:		DC/CA#:	

The Purchaser will receive warranty books to the vehicle(s) and components purchased. The Purchaser will be presented with extended coverage options for the vehicle(s) and components. The Purchaser understands the warranty coverage included and extended coverage options available for the vehicle(s) and components purchased.

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:

DS

BN

Trade Terms and Conditions

DOCUMENTATION:

- A valid certificate of title in the name of the Seller must be provided with each vehicle being traded in.
- The above title must show all liens filed against the truck which can be verified at time of trade.
- A valid copy of Form 2290 (Federal Highway Use Tax) showing proof of payment of all past and current taxes must be provided with each vehicle.
- If major repairs have been performed recently, copies of invoices or repair orders will be required for repair verification to prospective purchaser.

TIRES, WHEELS & BRAKES:

- Matched tread steer tires will be required to have at least 50% (11/32") original tread depth with normal tread wear patterns.
- **Matched tread drive tires must be:** ☐ **original tread only (no re-caps).** ☐ **Re-cap or original tread tires are acceptable.**
- Matched tread drive tires will be required to have a minimum of 11/32" if original tread or 15/32" tread depth if recaps. Tires must exhibit even tread wear patterns.
- All tires and wheels must be of the same size and be capable of passing at State and Federal DOT inspections.
- Brakes must have a minimum of 50% lining remaining. Vehicle braking system must be capable of passing all State and Federal DOT inspections.

EXTERIOR CONDITION:

- Vehicle's cab, hood, bumper, and air fairings (top and side) should be free of damage. If damage exists, the maximum allowable (including paint) will be \$250.00.
- All cab glass must be serviceable and capable of passing all State and Federal DOT inspections.
- Frame rails must be capable of passing all State and Federal DOT inspections.

INTERIOR CONDITION:

- Cab interior controls should be in good operating condition. Seats, carpet, and upholstery should be in good condition and show no more than normal wear and tear based on the age and mileage of the vehicle.

MECHANICAL COMPONENTS:

- Engine should be free from defects and oil leaks and be capable of passing a dynamometer test for power and blow by based on specific engine manufacturers published standards.
- Vehicles electrical, HVAC, and if applicable, auxiliary power unit (APU), should be in good working order.
- Transmission, clutch, drivelines, and rear axles should be in good working condition and be capable of passing all State and Federal DOT inspections.

PAYOFF ADJUSTMENTS:

- If the payoff balance of the trade(s) should exceed the approximate payoff amount used for this transaction, the Purchaser agrees to pay the difference between the approximate payoff and the actual payoff amount of the vehicle(s) traded. If the payoff balance of the trade(s) is less than the approximate payoff amount used for this transaction, the Seller agrees to refund the difference to the Purchaser.

DELIVERY OF TRADE(S):

☐ The Purchaser will deliver the trade(s) to: _____

☐ The Seller will pick up the trade(s) from: _____

- This transaction will not be complete unless the trade(s) has been received per the trade terms and conditions listed above.
- The Terms of Payment conditions on Pg. 2, Section 2 of this Agreement will apply if the delivery of the trade(s) is late or delayed due to trade terms.
- Delivery of the new vehicle(s) will coincide with receipt of the trade(s) unless other delivery arrangements have been agreed to by both parties.

☐ Other delivery arrangements: _____

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:

DS
BN



**CITY COUNCIL
ACTION REPORT**

Meeting Date: December 18, 2023

A/R No.: 2023-783

Department: Planning & Development

Submitted By: Jeanine Thill, Community Development Manager

Subject: RESOLUTION GRANTING A HISTORIC CERTIFICATE OF APPROPRIATENESS FOR IMPROVEMENTS AT 36 MOSS AVE., A RESIDENTIAL STRUCTURE, USING THE 353 TAX ABATEMENT, PROSPECT HEIGHTS HISTORIC DISTRICT

Summary:

An application for a Certificate of Appropriateness (COA) for improvements made as a result of financial incentives provided by the City of Liberty must be reviewed by the Historic District Review Commission (HDRC) and forwarded to the City Council with a recommendation. HDRC recommended approval for like in kind replacement of the front porch, replacement of the front steps, sidewalks and the front yard retaining walls.

Background:

The owner is planning to take advantage of the City's Chapter 353 Tax Abatement program for like in-kind replacement of the front porch, replacement of the front steps, sidewalks and the front yard retaining walls.

Previous Action (if applicable):

Two applications for COAs were approved by HDRC at their regular meetings on June 6, 2023 for the replacement of the retaining walls and steps, and on October 3, 2023 for the like in kind replacement of the front porch. LMRC approved the 353 application on November 28, 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: 11.28.23

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 36 Moss Ave 353 Tax Abatement
2. Staff Report Front Porch 23-008PH 36 Moss a 353
3. Staff Report Wall and Stairs 23-004PH 36 Moss

RESOLUTION NO. _____

A RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR IMPROVEMENTS AT 36 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 36 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 36 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. 23-008PH

Staff: Jeanine Thill, Community Development Manager

HDRC Meeting Date: October 3, 2023

GENERAL INFORMATION

Application: Certificate of Appropriateness for like in kind replacement of front porch concrete. A 353 project

Applicant: Reed & Abbey Oshel

Location: 36 Moss Ave.

District: Prospect Heights Historic District

NRHP Status/category: Contributing

File Date: September 22, 2023

SPECIFIC INFORMATION

SITE HISTORY

Built in 1912 this large Prairie style was home to the Sigma Nu Fraternity. It is currently a single-family residence. The home has wide, overhanging eaves, a wrap-around front porch, massive brick columns with stone bases and brick rails. The windows are paired, 4/1. The eaves have flat brackets. There are two fireplaces with flared masonry caps. A two-story bay is on the left, and a hipped roof, two-story extension on the right. There are two clap board additions; a one-story to the rear and a two story to the left. The entry door has been replaced. Above the entry door are two small bracketed windows with plastered surrounds. There are two shed-roof dormers in front. In 2017 a 960 square foot three car garage was constructed at the NW corner of the lot.

PROPOSAL DESCRIPTION

Like in kind replacement of the front porch. Material: Concrete

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
8. <u>Porches & Decks</u> : Porches, porticos, stoops, entryways, loading docks, decks, and exterior stairways shall be of a scale, design, material, and color that complement the existing façade and its individual elements.	Like in kind replacement of the front porch is appropriate.

PREVIOUS CASES / ADDITIONAL INFORMATION

HDRC Case 15-002PH: COA for fence

HDRC Case 16-001PH (Part A): COA for replacement of the roof

HDRC Case 17-002PH: COA for Construction of a new three car garage

HDRC Case 22-006PH COA for Construction of two side yard retaining walls

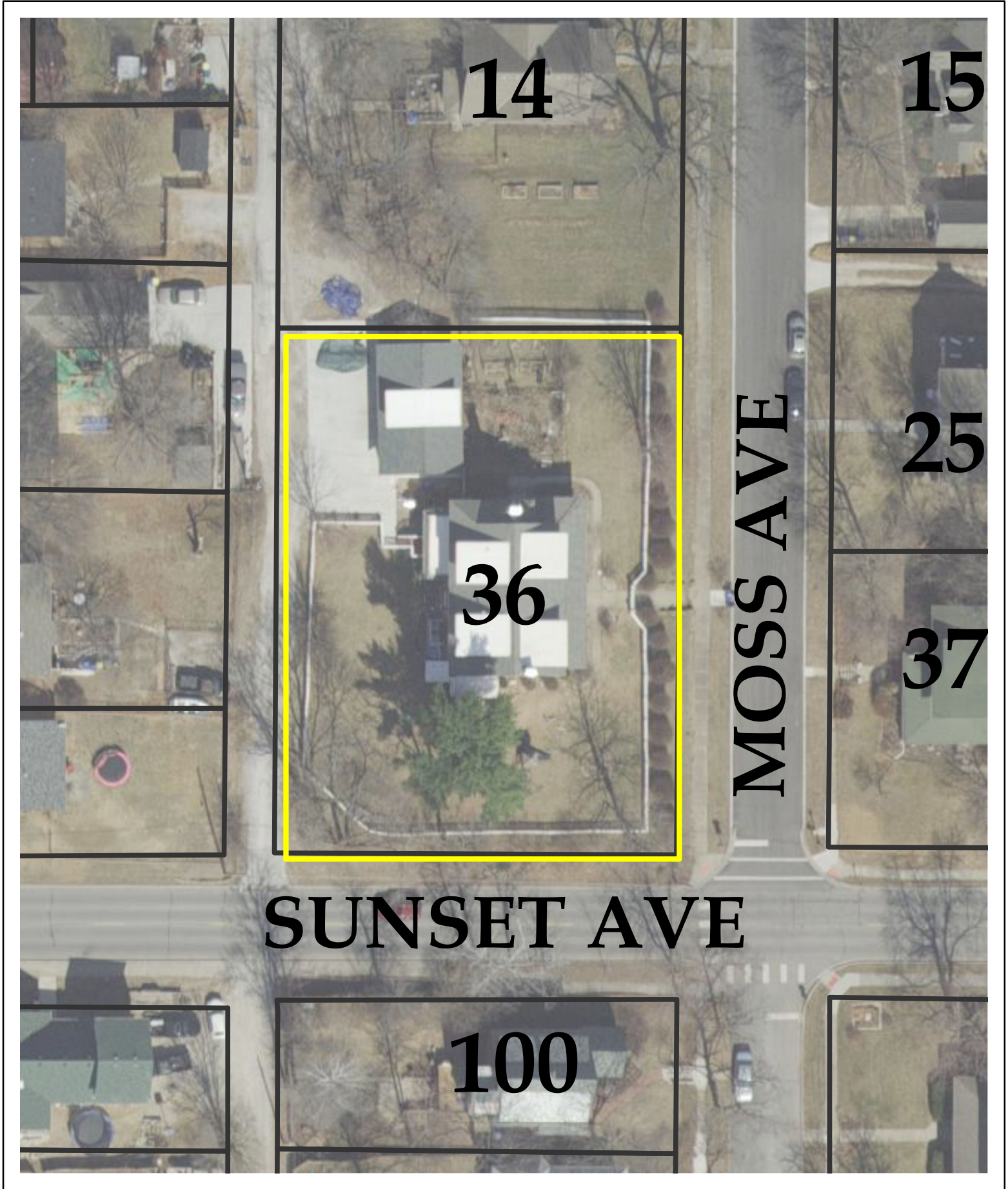
STAFF RECOMMENDATION

The application meets the standards for review and guidelines therefore, staff recommends approval of HDRC case 23-008PH.

ATTACHMENTS

1. Exhibit A: Vicinity Map
2. Exhibit B: Inventory Data Sheet
3. Exhibit C: Existing Conditions & Description of scope of work





HDRC #23-008PH

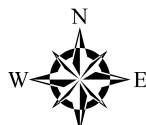
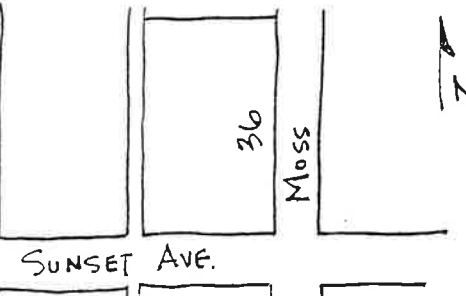


EXHIBIT A:
VICINITY MAP

MISSOURI OFFICE OF HISTORIC PRESERVATION

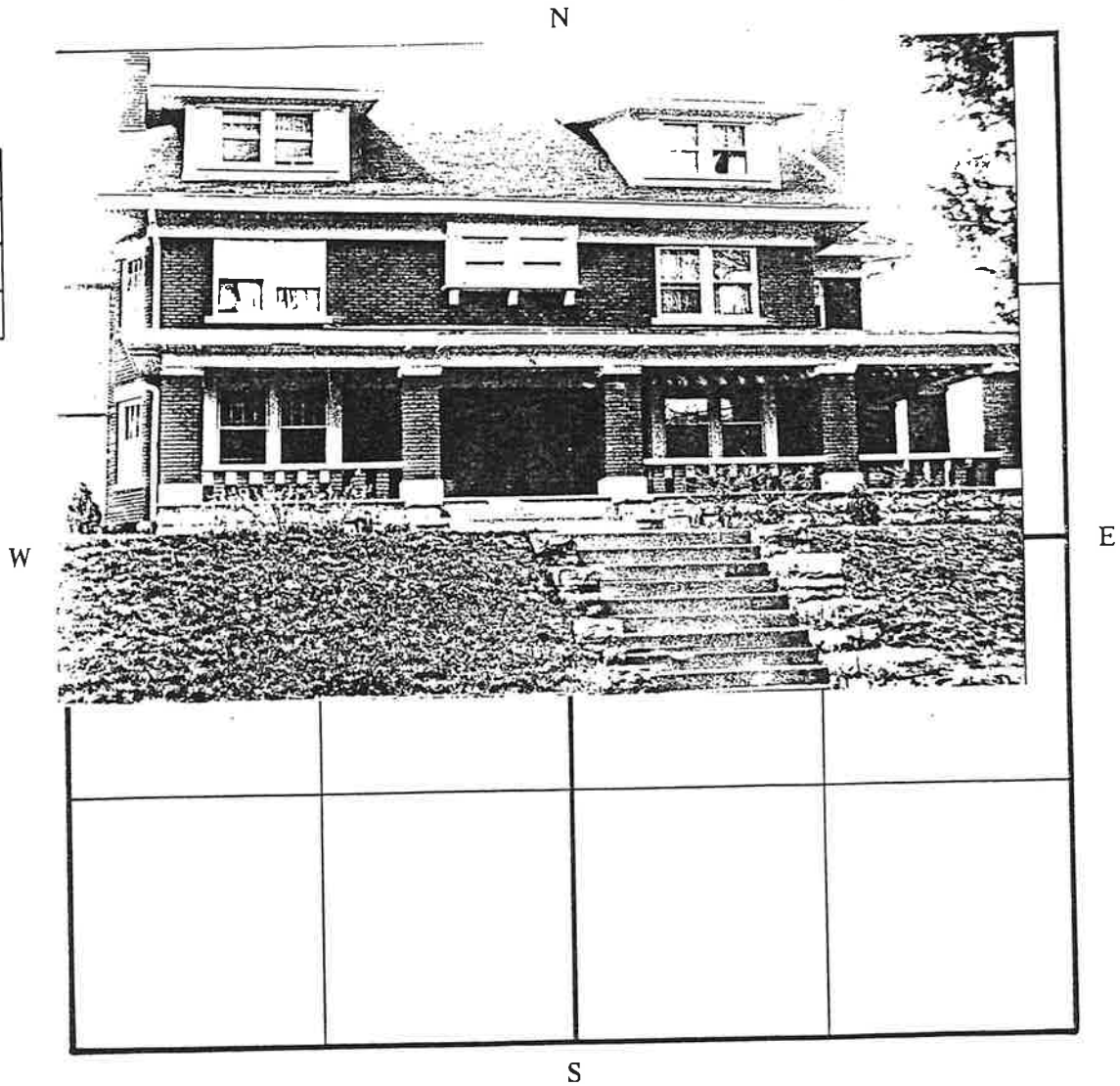
ARCHITECTURAL/HISTORIC INVENTORY SURVEY FORM

1. NO. H-20a		4. PRESENT LOCAL NAME(S) OR DESIGNATION(S) 36 Moss Av. , Sigma Nu Fraternity		1. NO.
2. COUNTY Clay		5. OTHER NAME(S)		
3. LOCATION OF LIBERTY NEGATIVES Community Development				
6. SPECIFIC LEGAL LOCATION TOWNSHIP <u>31N</u> RANGE <u>31W</u> SECTION <u>7</u> IF CITY OR TOWN, STREET ADDRESS		16. THEMATIC CATEGORY		2. COUNTY
7. CITY OR TOWN IF RURAL, VICINITY Liberty		17. DATE(S) OR PERIOD 1912		
8. DESCRIPTION OF LOCATION 		18. STYLE OR DESIGN Prairie		
		19. ARCHITECT OR ENGINEER		4. PRESENT LOCAL NAME(S) OR DESIGNATION(S)
		20. CONTRACTOR OR BUILDER		
		21. ORIGINAL USE, IF APPARENT residence		
		22. PRESENT USE fraternity house		5. OTHER NAME(S)
		23. OWNERSHIP PUBLIC () PRIVATE (x)		
		24. OWNER'S NAME AND ADDRESS IF KNOWN Sigma Nu Fraternity William Jewell College		
9. COORDINATES LAT <u>N120,900</u> LONG <u>E520,650</u> UTM		25. OPEN TO PUBLIC? YES () NO (x)		6. TOWNSHIP
10. SITE () BUILDING (x) STRUCTURE () OBJECT ()		26. LOCAL CONTACT PERSON OR ORGANIZATION Community Development Director		
11. ON NATIONAL REGISTER? YES () NO (x)		27. OTHER SURVEYS IN WHICH INCLUDED		
12. IS IT ELIGIBLE? YES () NO (x)		38. PRESERVATION UNDERWAY? YES () NO (x)		RANGE
13. OF ESTAB. YES () DISTRICT? NO (x)		39. ENDANGERED? BY WHAT? neglect		
14. DISTRICT YES (x) POTENTIAL? NO ()		40. VISIBLE FROM PUBLIC ROAD? YES (x) NO ()		
5. NAME OF ESTABLISHED DISTRICT		41. DISTANCE FROM AND FRONTAGE ON ROAD 225'		SECTION
12. FURTHER DESCRIPTION OF IMPORTANT FEATURES A large, Prairie style residence with wide, overhanging eaves. The wrap-around front porch also has wide overhanging eaves, massive brick columns with stone bases, and brick rails. The windows are paired, 4/1. The eaves have flat brackets. There are two fireplaces with flared masonry caps. A two-story bay is on the left, and a hipped roof, two-story extension on the right. There are two clapboard additions - (cont.)		PHOTO MUST BE PROVIDED		
13. HISTORY AND SIGNIFICANCE A prominent house visually, situated at the top of the ridge, the structure adds to the character of the neighborhood by virtue of its design, materials and scale. Prospect Heights was originally platted for small homes, but several fine, larger structures were built on Moss Avenue. It was built by William F. Norton, who served as a Clay County banker since 1885. He was the son of Elijah H. Norton who served for 12 years on the Missouri Supreme Branch. It became the Sigma Nu House in 1970				
14. DESCRIPTION OF ENVIRONMENT AND OUTBUILDINGS The fraternity has a very large lot, with a large parking area, with railroad tie retaining wall, to the right. A visible dumpster detracts from the neighborhood.				
15. SOURCES OF INFORMATION City water permits. Clay County Missouri Centennial Souvenir, 1922.		46. PREPARED BY Deon Wolfenbarger		
RETURN THIS FORM WHEN COMPLETED TO: OFFICE OF HISTORIC PRESERVATION P.O. BOX 176 JEFFERSON CITY, MISSOURI 65102 PH. 314-751-4096		47. ORGANIZATION Community Development		
IF ADDITIONAL SPACE IS NEEDED, ATTACH SEPARATE SHEET(S) TO THIS FORM		48. DATE 4/87		
		49. REVISION DATE(S) Exhibit B		

Sketch map of location Site No. H-20a
 Section 7 Township 51N Range 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.

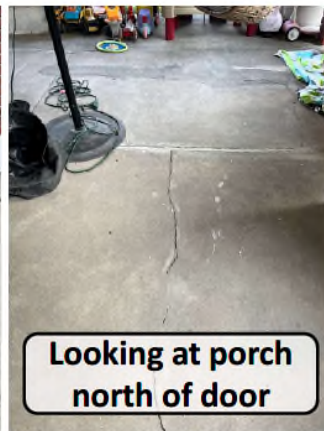
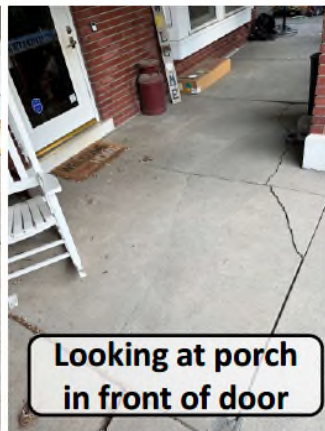
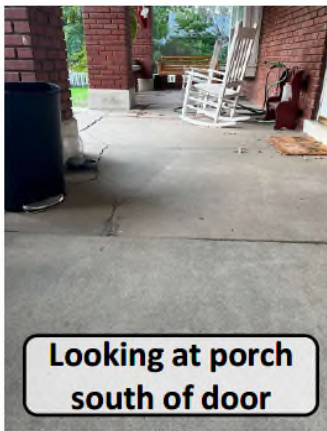


Notes: 42. (cont.) a one-story to the rear and a two-story to the left. The entry door has been replaced. Above the entry door are two small bracketed windows with pilastered surrounds. There are two shed-roof dormers in front.

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.

Front Porch Existing Condition



Proposed Replacement

- In kind repair to replace front portion of the porch concrete slab.
- Cut existing slab to preserve brick pillars/railing

Contractor's description of scope:

Remove approximately an 8.8 feet X 50.3 feet. section of concrete on the porch at 36 Moss, and replace with 6 inches on concrete with 1/2 inch rebar 24 inches on center. Note: This proposal excludes the area over the room in the basement.

Exhibit C:
Existing Conditions &
Description of scope
of work.



HDRC Case No. 23-004PH

Staff: Jeanine Thill, Community Development Manager

HDRC Meeting Date: June 6, 2023

GENERAL INFORMATION

Application: Certificate of Appropriateness for construction of two retaining walls and replacement of steps in the front yard

Applicant: Reed & Abbey Oshel

Location: 36 Moss Ave.

District: Prospect Heights Historic District

NRHP Status/category: Contributing

File Date: May 19, 2023

SPECIFIC INFORMATION

SITE HISTORY

Built in 1912 this large Prairie style was home to the Sigma Nu Fraternity. It is currently a single-family residence. The home has wide, overhanging eaves, a wrap-around front porch, massive brick columns with stone bases and brick rails. The windows are paired, 4/1. The eaves have flat brackets. There are two fireplaces with flared masonry caps. A two-story bay is on the left, and a hipped roof, two-story extension on the right. There are two clap board additions; a one-story to the rear and a two story to the left. The entry door has been replaced. Above the entry door are two small bracketed windows with plastered surrounds. There are two shed-roof dormers in front. In 2017 a 960 square foot three car garage was constructed at the NW corner of the lot.

PROPOSAL DESCRIPTION

Two Retaining Walls: Replace two retaining in the front yard of the property (see Exhibit C) The retaining walls total approx.185 linear feet and will be 3 feet at the highest point including the cap.

Setback: The new walls are required to be setback 1 ft from the sidewalk, so they are not in the right of way.

Material: Vera Lok Weathered Standards, see Exhibit D

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
11. Walls & Fences: Fences and decorative walls should be placed and scaled in a manner that does not cover, block, or damage significant building facades or elements. Fences and walls should be of a style or period that corresponds with the style or period of the building or buildings they serve. Original fences, walls and sidewalks and those that have acquired significance by virtue of age or craftsmanship should not be removed or destroyed and should be maintained and preserved.	Replacement of the retaining walls and steps is appropriate because nearly 80 percent of the wall has deteriorated. The proposed materials will complement the materials of the house and were previously approved for the side yard retaining walls.

PREVIOUS CASES / ADDITIONAL INFORMATION

HDRC Case 15-002PH: COA for fence

HDRC Case 16-001PH (Part A): COA for replacement of the roof

HDRC Case 17-002PH: COA for Construction of a new three car garage

HDRC Case 22-006PH COA for Construction of two side yard retaining walls

STAFF RECOMMENDATION

The application meets the standards for review and guidelines therefore, staff recommends approval of HDRC case 23-004PH.

ATTACHMENTS

1. Exhibit A: Vicinity Map
2. Exhibit B: Inventory Data Sheet
3. Exhibit C: Existing Conditions
4. Exhibit D: Site plan & Versa-Lok product information
5. Exhibit E: Image of Proposed Replacement





Exhibit C:
Existing Conditions



Building materials



Block used will match block used to add retaining wall to side yard.

Stone will be repurposed for landscaping purposes on the property (flowerbed border, accent stones, etc.)



Versa-Lok®
Weathered Standard

Versa-Lok's original, most popular unit, the Standard unit is the backbone of VERSA-LOK retaining wall systems.

The unit's solid construction and unique pinning system provide an endless array of design options, hardcore durability and the fastest, easiest installation available. Not only straight retaining walls, but also curves, corners, columns, stairs and freestanding walls are possible with the Standard unit, making it a universal favorite among homeowners, contractors and landscape architects and designers alike.

Exhibit D:
Site Plan &
Materials

Proposed Replacement



Exhibit E:
Image of Proposed
Replacement



City Council Meeting

Special Session Minutes
October 9, 2023

I. CALL TO ORDER

A special session meeting of the City Council of the City of Liberty, Missouri was held in the Council Conference Room on October 9, 2023 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 6:30 p.m.

II. ATTENDEES

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

Council Members Absent: None

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Shawna Funderburk, Chief Strategic Operations Officer
Vicki McClure, Finance Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

II. OTHER BUSINESS

A. Authorize an Executive Session to be held October 9, 2023 in the Council Conference Room, immediately following the Special Session to discuss Real Estate Matters as authorized by 610.021(2) RSMo.

Action: Council member Graham moved to authorize the closed session. Council member Pozel seconded the motion, which passed unanimously.

IV. ADJOURNMENT

The meeting adjourned at 6:31 p.m.

Mayor

Attest:

Deputy City Clerk

City Council Meeting

Regular Session Minutes

October 9, 2023

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on October 9, 2023 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

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

Council Members Absent: None

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Shawwna Funderburk, Chief Strategic Operations Officer
Vicki McClure, Finance Director
Jimmy Gibbs, Parks & Recreation Assistant Director
Jim Martin, Police Chief
John Mills, Fire Chief
Brandon Smith, Economic & Business Dev. Manager
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

Public Present: 11 members of the public

IV. APPROVE MINUTES AND SUMMARIES

A. SPECIAL SESSION EMAIL VOTE CONFIRMATION OF JULY 18, 2023

Council Member Hagan moved to approve the minutes as distributed. Council Member Gentrup seconded the motion, which carried 5-0-0. Council Members Phillips, Pozel and Graham abstained due to absence.

B. REGULAR SESSION MINUTES OF JULY 24, 2023

Council Member Watt moved to approve the minutes as distributed. Council Member Hagan seconded the motion, which carried 6-0-0. Council Members Travis and Graham abstained due to absence.

C. REGULAR SESSION MINUTES OF AUGUST 14, 2023

Council Member Watt moved to approve the minutes as distributed. Council Member Hagan seconded the motion, which carried 6-0-0. Council Members Ponder and Pozel abstained due to absence.

V. CITIZENS' PARTICIPATION

Mayor Canuteson proclaimed October 8 to 14, 2023 as Fire Prevention Week in the City of Liberty.

1. Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, MO was present to talk about Block 174 in Fairview Cemetery. Mr. Holtzclaw stated the original deed was sold by his uncle on January 6, 1900. It is a private grave marker and Mr. Holtzclaw asked that it be left alone.
2. Gieselle Fest – 1407 Lynette Street, stated she is a local historian and went on to provide her history.
3. Richard Rudd – 901 Sunset Avenue, stated he is here to talk about correcting false impressions about the Block 174 monument. Mr. Rudd stated that seeing is believing and that mental illusions can be problematic.
4. David Langston – 1920 Carter Court, stated he was present to provide an update on Stocksdales Park Stop the Chop on behalf of Mary Hill who couldn't be present.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

VIII. PUBLIC HEARINGS

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ACKNOWLEDGEMENT OF VENDOR PAYMENTS FOR THE PERIOD OF SEPTEMBER 15, 2023 TO SEPTEMBER 29, 2023

Document No. 9657 was read.

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

Roll Call

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11823.

B. ORDINANCE APPROVING A CONTRACT WITH PGAV PLANNERS, LLC FOR THE CREATION OF A DOWNTOWN INFILL CONCEPT PLAN

The Downtown Task Force was established in 2023 with the goals of making the downtown more vibrant and bringing more businesses and entertainment to the historic downtown area.

Following a Downtown Task Force discussion on the need for infill development, staff was directed to begin finding a consultant to assist in an infill plan for the downtown area. The plan will focus on creating beautiful and compatible new residential, mixed use, retail and commercial spaces in vacant and underutilized properties while setting parameters that complement the historical structures already present.

In the proposal, PGAV states that they will provide a plan for Liberty that will promote and encourage the revitalization and growth of the downtown as a desirable, high density, mixed-use area that city leaders, developers, and the community can use to visualize quality residential, commercial, and office infill in and around downtown.

The project plan of action is as follows:

- Meet with the Downtown Task Force to listen to input & ideas already gathered.
- Visit the site and explore the existing fabric of the community.
- Prepare a Draft Concept Plan to review with city staff & the Task Force.
- Assist Planning staff in hosting open house meetings for public input.
- Plan will be refined following input from the public and Task Force.
- Presentations at Historic District Review Commission, Planning & Zoning Commission, and City Council.

Document No. 9658 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11824.

C. A RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC BEVERAGES SERVICE APPLICATION TO JOLIE DOWNING FOR THE "DOWNING BABY SHOWER", A SMALL/PRIVATE EVENT TO BE HELD ON OCTOBER 22, 2023

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

Jolie Downing is hosting the "Downing Baby Shower", a small/private event to be held at the Liberty Community Center on October 22, 2023 from 12:00 p.m. to 2:00 p.m. The applicant has completed an LCC Alcoholic Beverages Service Application, requesting authorization to serve alcohol at the event. This is a small event, so a catering permit is not required. In accordance with the statute, written notice was provided to the Liberty School District (only property owner within 100 feet of the proposed location) on September 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.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3355.

D. ORDINANCE AMENDING CHAPTER 20, “MOTOR VEHICLES & TRAFFIC,” OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

Amendments to traffic regulations are required to update the City Code for any new or modified traffic signage. The changes to traffic signs may be driven by a citizen's request, staff recommendations or temporary situations requiring traffic modifications. The codification of the traffic regulations and the addition of appropriate signage allow the enforcement of the regulations.

Traffic regulation changes are generally initiated by a 90-day evaluation period monitored by both Public Works and the Police Department. If the changes are determined by both Departments to be warranted, they are then taken to the Council for approval of a permanent regulation change.

This traffic regulation amendment prohibits parking along Southview Dr., East Side, immediately south of the Cates Creek Greenway Parking Lot to the intersection of State Route 291 and Southview Dr.

Document No. 9659 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11825.

E. RESOLUTION ACCEPTING THE SANITARY, WATER AND STORM IMPROVEMENTS FOR THE LIBERTY HEARTLAND LOGISTICS CENTER

Liberty Heartland Logistics Center is located south of Shepherd Road. The project includes three industrial buildings. The developer constructed public sanitary sewer, water main and storm sewer improvements to facilitate light industrial development. The public improvements were constructed by Emery Sapp & Sons in accordance with City plans and specifications.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3356.

X. OTHER BUSINESS

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 7:31 p.m.

Mayor

Attest:

Deputy City Clerk



City Council Meeting

Special Session Minutes
October 23, 2023

I. CALL TO ORDER

A special session meeting of the City Council of the City of Liberty, Missouri was held in the Council Conference Room on October 23, 2023 with Mayor Pro Tem Kevin Graham presiding. Mayor Pro Tem Graham called the meeting to order at 6:15 p.m.

II. ATTENDEES

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

Council Members Absent: Greg Canuteson, Mayor

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Vicki McClure, Finance Director
Sarah Ranes, Deputy City Clerk

II. OTHER BUSINESS

- A. Authorize an Executive Session to be held October 23, 2023 in the Council Conference Room, immediately following the Special Session to discuss Real Estate Matters as authorized by 610.021(2) RSMo and Contract Negotiations as authorized by 610.021(12) RSMo.

Action: Council member Travis moved to authorize the closed session. Council member Hagan seconded the motion, which passed unanimously.

IV. ADJOURNMENT

The meeting adjourned at 6:17 p.m.

Mayor

Attest:

Deputy City Clerk

City Council Meeting

Regular Session Minutes

October 23, 2023

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on October 23, 2023 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

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

Council Members Absent: None

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

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

IV. APPROVE MINUTES AND SUMMARIES

V. CITIZENS' PARTICIPATION

1. Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, MO stated he has family members buried 10 inches from the grave marker of Block 174. He stated this is his 78th meeting. Mr. Holtzclaw stated he is the nephew of John Lincoln who was Abraham Lincoln's first cousin once removed. He has family on both sides of this issue. Leave his family members alone.

2. Richard Rudd – 901 Sunset Avenue, stated he is here to talk about Block 174. He stated Block 174 is a memorial to the veterans who fought in the war between the states.
3. Miss Goodpasture – 234 S. Missouri Street. Ms. Goodpasture stated this is her first council meeting and she is here to talk about city ethics.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. BOARDS AND COMMISSIONS APPOINTMENTS

1. PARKS & RECREATION BOARD
 - a. APPOINT RACHEL HOLLINBERGER TO A TERM EXPIRING 6/1/2025.
2. TIF COMMISSION
 - a. APPOINT COUNCIL MEMBER JEFF WATT AS THE CHAIRMAN TO A TERM EXPIRING 10/31/2026.

BOARDS AND COMMISSIONS REAPPOINTMENTS

1. LIBERTY PRESERVATION AND DEVELOPMENT COMMISSION
 - a. REAPPOINT JERRY BRANT TO A TERM EXPIRING 9/1/2026.
 - b. REAPPOINT MIKE MUNDY TO A TERM EXPIRING 9/1/2026.

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

B. MOTION TO AUTHORIZE PAYMENT TO PRIME ASPHALT FOR CODY'S PARKING LOT REPAIRS IN AN AMOUNT NOT TO EXCEED \$23,100.00

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

C. MOTION TO AUTHORIZE THE PURCHASE OF CONSTRUCTION MATERIALS FROM CORE & MAIN FOR MATERIALS FOR THE ROUTE H WATER MAIN IMPROVEMENTS PHASE II IN AN AMOUNT NOT TO EXCEED \$156,859.15

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

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

D. MOTION TO AUTHORIZE PAYMENT TO REPUBLIC SERVICES FOR DISPOSAL OF LIME SLUDGE IN AN AMOUNT NOT TO EXCEED \$156,511.94

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

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

VIII. PUBLIC HEARINGS

A. APPROVING THE PETITION TO ESTABLISH THE STEWART AND WILSHIRE COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE STEWART AND WILSHIRE COMMUNITY IMPROVEMENT DISTRICT GENERALLY LOCATED ALONG THE NORTHEAST CORNER OF SOUTH STEWART ROAD AND WILSHIRE BOULEVARD; DETERMINING THAT CERTAIN ACTIONS ARE REASONABLY ANTICIPATED TO SERVE A PUBLIC PURPOSE; AND DIRECTING THE DEPUTY CITY CLERK TO REPORT THE CREATION OF THE STEWART AND WILSHIRE COMMUNITY IMPROVEMENT DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.

The request for the District is for an InterContinental Hotel Group (IHG) Brand Hotel. The property encompassed one owner for the petition.

A Community Improvement District is a self-imposed tax and is not a tax abatement. The District will fund itself based on real property levy and sales tax not to exceed one percent. The District may levy a special assessment on all real property within the District equal to one percent (1.0%) of the total assessed value of each respective tax parcel on an annual basis. The District may, by Resolution of the Board, impose a District Sales Tax, not to exceed one percent (1.0%) upon all eligible retail sales within the District. The estimated expenses in the five-year plan for this district are \$262,556.00. The projected revenue in the five-year plan is \$128,680.00 (Special Assessment on Real Property) and \$133,876.00 (1% sales tax) for a total of \$262,556.00.

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

Brandon Smith, Director of Economic and Business Development was available for any questions.

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

Document No. 9660 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11826.

A. ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD OF SEPTEMBER 29, 2023 TO OCTOBER 13, 2023

Document No. 9661 was read.

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

Roll Call

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11827.

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

The 2023 Street Maintenance Pavement Restoration Project for the amount of \$838,315.00 was awarded to Superior Bowen Asphalt Company, LLC, on February 27, 2023 (Ordinance No. 11722).

The project involved the milling and overlaying of City streets with over 7,500 tons of asphaltic concrete material. City streets restored included Park Ln., Broadmore Ln., Liberty Dr. Terrace, Manchester Rd., Barford Rd., N. Church Rd., Brooks Ct., S. Main

St., E. Kansas St., S. Jewell St., N. Jewell St., N. Ridge Ave., S. Water St., S. Main St., Georgia Ln., Eastwood Ln., Manor Ln., Missouri St., Cherokee St., Shepherd Rd., and Chandler Rd.

A contract amendment raising the contract amount to \$1,082,007.15 was approved by the City Council on May 08, 2023 (Ordinance No. 11769). The amendment increased the project scope to include the removal of existing medians and installation of turn lanes at the intersection of Withers Rd. and Holt Dr.

This action increases the contract amount by \$14,560.40 from \$1,082,007.15 to \$1,096,567.55. The increase is required due to the difference in estimated versus final installed quantities.

Document No. 9662 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11828.

C. RESOLUTION ACCEPTING THE 2023 STREET MAINTENANCE PAVEMENT RESTORATION PROJECT WITH SUPERIOR BOWEN ASPHALT COMPANY, LCC

The 2023 Street Maintenance Pavement Restoration Project was awarded to Superior Bowen Asphalt Company, LLC, on February 27, 2023 (Ordinance No. 11721). The project involved the milling and overlaying of City streets with over 7,500 tons of asphaltic concrete material. City streets restored included Park Ln., Broadmore Ln., Liberty Dr. Terrace, Manchester Rd., Barford Rd., N. Church Rd., Brooks Ct., S. Main St., E. Kansas St., S. Jewell St., N. Jewell St., N. Ridge Ave., S. Water St., S. Main St., Georgia Ln., Eastwood Ln., Manor Ln., Missouri St., Cherokee St., Shepherd Rd., and Chandler Rd.

A contract amendment was approved by the City Council on May 08, 2023 (Ordinance No. 11769), increasing the project scope to include the removal of existing medians and installation of turn lanes at the intersection of Withers Rd. and Holt Dr., thereby allowing a complete project delivery for the Withers and Holt signalization project. All contract work has been completed by Superior Bowen in accordance with City standards, specifications and contract requirements.

This action accepts the 2023 Street Maintenance Pavement Restoration Project, thus allowing release of retainage which has been held per the project contract.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3357.

D. **ORDINANCE ACCEPTING MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION ROAD RELINQUISHMENT AGREEMENT AND QUIT CLAIM DEED FOR THE DEDICATION OF PUBLIC RIGHT-OF-WAY ALONG EDGAR PETTY ROAD**

To facilitate the development of the North Liberty Logistics Center located north of US 69 and southeast of I-35, a small segment of right-of-way needs to be dedicated to the City of Liberty to provide for the necessary improvements of Edgar Petty Road on the northeast side of the proposed development.

Approving this Ordinance will acknowledge the City of Liberty's willingness to accept the right-of-way as defined by MoDOT. MoDOT shall only sign the attached Missouri Highways and Transportation Commission Road Relinquishment Agreement after acceptance and signature by the City of Liberty. The transfer of the right-of-way shall be done by Quit Claim Deed. The Quit Claim Deed shall not be signed by MoDOT until the City acceptance and signature of the attached Missouri Highways and Transportation Commission Road Relinquishment Agreement. The transfer of public right-of-way to the City of Liberty shall be done at no cost to the City.

Document No. 9663 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11829.

E. ORDINANCE APPROVING AN AGREEMENT WITH PLATINUM PAVING AND CONCRETE FOR ASPHALT IMPROVEMENTS FOR LIBERTY UTILITY CENTER IN AN AMOUNT NOT TO EXCEED \$34,660.00

Platinum Paving and Concrete can provide asphalt installation for the Liberty Utility Center to improve parking, driving conditions and storage.

Asphalt Installation 1: Improves the turning radius to the maintenance building that is used by Utility Maintenance for truck and equipment storage. Installation would address the tight turn just before the Utility Maintenance Building, improving access to the building.

Asphalt Installation 2: Extension of parking lot behind the Cold Storage building for utility maintenance. Current cold storage parking will be lost due to eventually being converted to storage for equipment. Installation allows for equipment storage to maintain needed equipment resiliency needs.

Asphalt Installation 3: Add an extension in front of the WWTP operations control room. It allows for WWTP vehicles to be parked behind buildings. The bay that was previously used for WWTP trucks can be used for other equipment storage needs or equipment resiliency needs.

Document No. 9664 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11830.

X. OTHER BUSINESS

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 7:35 p.m.

Attest:

Mayor

Deputy City Clerk



CITY COUNCIL ACTION REPORT

Meeting Date: December 18, 2023

A/R No.: 2023-812

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.

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 KC Wide Open Block Party event on July 13, 2024, from 5 p.m.- 9 p.m. and the 13th Annual Dog Days of Summer Craft Beer Crawl event on August 3, 2024, from 1 p.m.- 5 p.m. The 13th Annual Dog Days of Summer Craft Beer Crawl event will be held within the shops and around the square (Main, Kansas, Water and Franklin Streets) and extending two blocks beyond (in all directions) and the KC Wide Open Block Party event will be held on Missouri Street between Franklin and Kansas Streets. As the event locations 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	Completed/Recommended:

Committee	
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 KC Wide Open Block Party
2. RESOLUTION HDLI 13th Annual Dog Days of Summer Craft Beer Crawl

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE
FOR HISTORIC DOWNTOWN LIBERTY, INC. (HDLI) FOR THE KC WIDE OPEN
BLOCK PARTY EVENT ON JULY 13, 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 KC Wide Open Block Party event on July 13, 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 13TH ANNUAL DOG
DAYS OF SUMMER CRAFT BEER CRAWL EVENT ON AUGUST 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 13TH Annual Dog Days of Summer Craft Beer Crawl event on August 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

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF December 1, 2023 TO December 8, 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	\$ 372,472.12
CAPTIAL SALES TAX FUND	50	\$ 682.47
TRANSPORTATION SALES TAX FUND	52	\$ 36,368.64
PARK SALES TAX FUND	54	\$ 220.00
ECO/DEVO SALES TAX FUND	56	\$ 6.26
FIRE SALES TAX FUND	58	\$ 16,500.00
PUBLIC SAFETY SALES TAX FUND	59	\$ 5,795.30
PARKS FUND	60	\$ 13,570.18
SPORTS COMPLEX FUND	61	\$ 8,495.25
COMMUNITY CENTER FUND	65	\$ 38,848.74
TRANSIENT GUEST TAX FUND	67	\$ 3,759.80
POLICE TRAINING FUND	69	\$ 1,695.00
CEMETERY MAINTENANCE FUND	73	\$ 1,564.00
WATER OPERATING FUND	90	\$ 62,790.20
WASTEWATER OPERATING FUND	92	\$ 1,250,142.66
WATER CAPITAL FUND	94	\$ 2,031.17
WASTEWATER CAPITAL FUND	96	\$ 264.68
SOLID WASTE FUND	98	\$ 166,654.92
TOTAL APPROPRIATIONS		<u><u>\$ 1,981,861.39</u></u>

PASSED by the Council this 18th day of December, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 18th 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 8th CHECKS

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
A. W. SCHULTZ INC				005526							
184175		12/08/23		WTR SERVER UPDATE	15,150.00	044558	26698		P - W	COMPUTER EQUIPME	90.70.803.36.7202
ADVANCED EXERCISE EQUIPM				008621							
184176		12/08/23		PKS SUSPENSION PLATFORMS	19,178.60	044609	46815	230102	F - W	MINOR EQUIPMENT	65.60.491.18.5601
184176		12/08/23		CCTR SUSPENTION PLATFORM	476.45	044610	46815		P - W	MINOR EQUIPMENT	65.60.491.18.5601
				19,655.05		*CHECK TOTAL					
VENDOR TOTAL					19,655.05						
AMERICAN DIGITAL SECURIT				004908							
184177		12/08/23		ST ALARM MONITORING	24.95	044559	INV0022446		P - W	BUILDING MAINTEN	10.70.225.14.5571
APEX CONCRETE COATINGS				000592							
184178		12/08/23		CCTR CHANNEL DRAIN SYSTM	4,931.00	044527	1172		P N W	BUILDING MAINTEN	65.60.491.14.5571
B&H FOTO & ELECTRONICS C				000746							
184179		12/08/23		POL AUTEL EVO MAX	14,756.17	044611	218342602	230144	F - W	CAPITAL EQUIPMEN	10.40.500.36.7201
BACKGROUND INVEST BUREAU				004179							
184180		12/08/23		PKS BACKGROUND CHECK	1,106.30	044612	INV-38633		P - W	RECREATION SUPPL	61.60.458.04.5004
BAJA IMAGE				000661							
184181		12/08/23		POL HAIL DAMAGE RPR	45,882.20	044560	3841		P - W	VEHICLE MAINTENA	10.40.500.14.5541
BARDWELL/KATHARINE				000724							
184182		12/08/23		CCTR SWIM INSTR	16.00	044561	12/2-12/3		P N W	PRIVATE SWIMMING	65.60.417.08.8125
BEILMAN/BROOKE				.14745							
184183		12/08/23		WTR REFUND	134.94	044525	221 1125 00 02		P - W	WATER REFUNDS	90.2495
BOARD OF POLICE COMMISSI				000142							
184184		12/08/23		POL INTAKE PROCESSING	7.83	044562	11149		P - W	MISCELLANEOUS FE	10.40.500.08.5399
184184		12/08/23		POL OFFICER TRAINING	5,545.30	044563	11262		P - W	TRAINING COSTS	59.40.500.06.5259
				5,553.13		*CHECK TOTAL					
VENDOR TOTAL					5,553.13						
BOLTON/CHERYL				.14713							
184185		12/08/23		WTR REFUND	121.57	044493	117 3117 00 11		P - W	WATER REFUNDS	90.2495
BOUND TREE MEDICAL LLC				002300							
184186		12/08/23		FIRE EMS SUPPLIES	113.70	044564	85162676		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
BOWMAN/WANITA				.14726							
184187		12/08/23		WTR REFUND	38.05	044506	119 2120 00 21		P - W	WATER REFUNDS	90.2495
BRADY INDUSTRIES OF KANS				000081							
184188		12/08/23		PKS JANITORIAL SUPPLIES	424.89	044528	8466220		P N W	MAINTENANCE MATE	61.60.458.04.5009
184188		12/08/23		2023 CUSTODIAL SUPPLIES	825.15	044613	8480709	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
				1,250.04		*CHECK TOTAL					
VENDOR TOTAL					1,250.04						

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
BRINK'S INCORPORATED 006469									
184189	12/08/23	FIN COURIER SERVICE	43.95	044529	6100965		P - W	FINANCIAL SERVIC	10.30.130.08.5346
184189	12/08/23	COURIER SERVICE	134.36	044530	12440936		P - W	FINANCIAL SERVIC	10.30.130.08.5346
184189	12/08/23	COURIER SERVICE	100.77	044530	12440936		P - W	FINANCIAL SERVIC	61.60.458.08.5346
184189	12/08/23	COURIER SERVICE	120.92	044530	12440936		P - W	FINANCIAL SERVIC	90.30.133.08.5346
184189	12/08/23	COURIER SERVICE	154.51	044530	12440936		P - W	FINANCIAL SERVIC	92.30.134.08.5346
184189	12/08/23	COURIER SERVICE	60.46	044530	12440936		P - W	FINANCIAL SERVIC	98.30.135.08.5346
184189	12/08/23	COURIER SERVICE	100.76	044530	12440936		P - W	FINANCIAL SERVIC	65.60.491.08.5346
			715.73	*CHECK TOTAL					
		VENDOR TOTAL	715.73						
BRYANT/COLE CHRISTOPHER 000616									
184190	12/08/23	CCTR SWIM INSTR	180.00	044565	11/28-12/2		P N W	PRIVATE SWIMMING	65.60.417.08.8125
BUHLIG/TRICIA .14736									
184191	12/08/23	WTR REFUND	77.00	044516	209 0530 00 18		P - W	WATER REFUNDS	90.2495
CARPET ANEW LLC 000351									
184192	12/08/23	CCTR CARPET CLEANING	469.80	044566	12727		P - W	BUILDING MAINTEN	65.60.491.14.5571
CHUCK ANDERSON FORD INC 006320									
184194	12/08/23	DD CALIPER BOLTS	326.84	044531	FOCS174634		P - W	SPECIAL EVENTS	10.95.140.38.5804
184194	12/08/23	ST #104 OIL CHANGE	83.87	044567	FOCS174278		P - W	VEHICLE MAINTENA	10.70.225.14.5541
			410.71	*CHECK TOTAL					
		VENDOR TOTAL	410.71						
CITY OF SUGAR CREEK 005552									
184195	12/08/23	RECIPROCAL BOND	10.00	044614	SC20004654		P - W	RECIPROCAL CASH	10.2441
CLAY CO COLLECTOR 006360									
184196	12/08/23	2023 PIOLT-COPPER RIDGE	229,950.00	044568	2023 PILOT		P - W	A/R REIMBURSEABL	10.1405
CLAY COUNTY CIRCUIT COUR 003459									
184197	12/08/23	RECIPROCAL BOND	750.00	044532	22-CY-CR01389		P - W	RECIPROCAL CASH	10.2441
CLINICAL COUNSELING ASSO 000367									
184193	12/08/23	WEEKLY SERVICES	1,800.00	044533	11.30.23		P - W	EMPLOYEE ASSISTA	10.95.140.02.4110
COOPER/JOSHUA .14731									
184198	12/08/23	WTR REFUND	142.18	044511	136 0930 00 03		P - W	WATER REFUNDS	90.2495
CORE & MAIN LP 008799									
184199	12/08/23	WTR INVENTORY	1,518.46	044569	T930706		P - W	INVENTORY-MATERI	90.1700
184199	12/08/23	WTR SUPPLIES	378.07	044570	T939968		P - W	MAINS & LINES MA	90.70.801.14.5532
			1,896.53	*CHECK TOTAL					
		VENDOR TOTAL	1,896.53						
CRAWFORD, MURPHY & TILLY 000415									
184200	12/08/23	PW BARRIER DESIGN	19,237.50	044615	0231869	230091	P - W	OVERLAY PROGRAM	52.75.607.14.5501

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CRAWFORD, MURPHY & TILLY 000415									
184200	12/08/23	PW ADA COMPLIANT DESIGN	15,245.00	044616	0231894		230106	P - W SIDEWALK MAINTEN	52.75.607.14.5625
			34,482.50	*CHECK	TOTAL				
		VENDOR TOTAL	34,482.50						
CRIME SCENE CLEANERS LLC 000380									
184201	12/08/23	POL #209, JAIL CELL	195.70	044571	348			P N W MISCELLANEOUS SU	10.40.500.04.5099
184201	12/08/23	POL #207 DECONTAMINATE	97.85	044572	353			P N W MISCELLANEOUS SU	10.40.500.04.5099
			293.55	*CHECK	TOTAL				
		VENDOR TOTAL	293.55						
CRISIS SYSTEMS MANAGEMEN 000608									
184202	12/08/23	POL NEGOTIATOR TRAINING	235.00	044573	61350			P N W REGISTRATION FEE	10.40.500.06.5251
184202	12/08/23	POL NEGOTIATOR TRAINING	235.00	044574	61349			P N W REGISTRATION FEE	10.40.500.06.5251
184202	12/08/23	POL NEGOTIATOR TRAINING	255.00	044575	61345			P N W REGISTRATION FEE	10.40.500.06.5251
			725.00	*CHECK	TOTAL				
		VENDOR TOTAL	725.00						
CUSTOM GRAPHICS LLC 006668									
184203	12/08/23	PKS SPORT SHIRTS	306.00	044534	1434			P N W RECREATION SUPPL	61.60.458.04.5004
CY YOUNG INDUSTRIES, INC 000605									
184204	12/08/23	PKS THEATER SEAT RENOVAT	4,202.03	044617	19428		230023	F - W EQUIPMENT-CHARIT	60.60.415.36.7201
184204	12/08/23	PKS THEATER SEATS	2,433.29	044618	19428			P - W EQUIPMENT-CHARIT	60.60.415.36.7201
			6,635.32	*CHECK	TOTAL				
		VENDOR TOTAL	6,635.32						
DONAHUE/TIMOTHY .14733									
184205	12/08/23	WTR REFUND	82.09	044513	137 0420 00 07			P - W WATER REFUNDS	90.2495
DREXEL TECHNOLOGIES 002272									
184206	12/08/23	T&L PLOTTER MAINT	120.00	044535	INV120973			P - W MAINT-OFFICE EQU	10.90.132.14.5551
EDMISTEN/ERICA .14715									
184207	12/08/23	WTR REFUND	72.03	044495	101 2570 00 06			P - W WATER REFUNDS	90.2495
FAITHFUL PROPERTY BROTHE .14740									
184208	12/08/23	WTR REFUND	145.47	044520	210 1790 00 06			P - W WATER REFUNDS	90.2495
FISH WINDOW CLEANING 006369									
184209	12/08/23	ACTL WINDOW CLEANING	80.00	044576	2642-88162			P N W BUILDING MAINT S	10.20.051.04.5008
FLEX MADE EASY 005921									
184210	12/08/23	FLEX SPENDING FEES	40.00	044536	LIB NOV 2023			P N W MISCELLANEOUS FE	10.25.011.08.5399
FORKNER/SHIRLEY .14739									
184211	12/08/23	WTR REFUND	31.59	044519	210 0610 00 03			P - W WATER REFUNDS	90.2495
FORTNER/BON-DIE .14724									
184212	12/08/23	WTR REFUND	140.20	044504	117 4190 00 02			P - W WATER REFUNDS	90.2495

Payments by Vendor

VENDOR NAME AND NUMBER									
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
FP MAILING SOLUTIONS INC 004739									
1970	12/06/23	POSTAGE	1,000.00	044555	124		P - H	POSTAGE	10.95.140.38.5808
184213	12/08/23	POSTAGE MACHINE LEASE	936.00	044537	RI105847482		P - W	POSTAGE	10.95.140.38.5808
		VENDOR TOTAL	1,936.00						
GALL'S INC 005394									
184214	12/08/23	POL UNIFORM BOOTS	183.96	044577	026218090		P - W	CLOTHING EXPENSE	10.40.500.38.5812
184214	12/08/23	FIRE UNIFORMS	41.38	044578	026224845		P - W	CLOTHING EXPENSE	10.50.301.38.5812
184214	12/08/23	FIRE UNIFORMS	23.76	044579	026225201		P - W	CLOTHING EXPENSE	10.50.301.38.5812
184214	12/08/23	FIRE UNIFORMS	333.99	044580	026225203		P - W	CLOTHING EXPENSE	10.50.301.38.5812
184214	12/08/23	FIRE UNIFORMS	196.24	044581	026225356		P - W	CLOTHING EXPENSE	10.50.301.38.5812
184214	12/08/23	FIRE UNIFORMS	73.48	044582	026188870		P - W	CLOTHING EXPENSE	10.50.301.38.5812
184214	12/08/23	FIRE UNIFORMS	47.58	044583	026188881		P - W	CLOTHING EXPENSE	10.50.301.38.5812
184214	12/08/23	FIRE UNIFORMS	101.85	044584	026189005		P - W	CLOTHING EXPENSE	10.50.301.38.5812
184214	12/08/23	FIRE UNIFORMS	51.65	044585	026193787		P - W	CLOTHING EXPENSE	10.50.301.38.5812
184214	12/08/23	FIRE UNIFORMS	46.70	044586	026195749		P - W	CLOTHING EXPENSE	10.50.301.38.5812
184214	12/08/23	FIRE UNIFORMS	658.36	044587	026196341		P - W	CLOTHING EXPENSE	10.50.301.38.5812
			1,758.95	*CHECK TOTAL					
		VENDOR TOTAL	1,758.95						
GROENE/ROBERT .14743									
184215	12/08/23	WTR REFUND	108.91	044523	216 3540 00 01		P - W	WATER REFUNDS	90.2495
HACH INC 002210									
184216	12/08/23	WWT TESTING	11,526.00	044588	13806019		P - W	CONTRACT LABOR	92.70.902.08.5397
HALL/WES .14721									
184217	12/08/23	WTR REFUND	18.35	044501	105 3650 00 03		P - W	WATER REFUNDS	90.2495
HARMON PLUMBING & HEATIN 000751									
184218	12/08/23	FIRE HVAC SYSTEMS REPL-2	16,500.00	044589	11-22-23		P N W	BUILDING MAINTEN	58.50.325.14.5571
HASTY AWARDS 004458									
184219	12/08/23	PKS SPORT AWARDS	11.64	044619	12230057		P - W	RECREATION SUPPL	61.60.458.04.5004
HENRY/NICHOLAS .14717									
184220	12/08/23	WTR REFUND	105.16	044497	101 3150 00 10		P - W	WATER REFUNDS	90.2495
HICKMAN/JAMES .14734									
184221	12/08/23	WTR REFUND	8.41	044514	206 0510 00 04		P - W	WATER REFUNDS	90.2495
HINDSON/KIRKLEY .14730									
184222	12/08/23	WTR REFUND	131.65	044510	135 0970 00 10		P - W	WATER REFUNDS	90.2495
HISTORIC DOWNTOWN LIBERT 004528									
184223	12/08/23	P&D HDLI CONTRACT 2023	3,333.33	044620	DEC	230007	F - W	HDLI-HISTORIC DO	10.95.140.38.5823
HOFFMAN/DR BRADFORD V 005904									
184224	12/08/23	FIRE 2023 MEDICAL DIRECT	1,000.00	044621	DEC	230008	F M W	MEDICAL FEES	10.50.311.08.5356

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VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
HUDSON HOMES MANAGEMENT .14723		184225	12/08/23	WTR REFUND	130.99	044503	117 3482 00 05		P -	W WATER REFUNDS	90.2495
HUSE/RICKY & LORREN .14728		184226	12/08/23	WTR REFUND	142.64	044508	128 4010 00 05		P -	W WATER REFUNDS	90.2495
JANI-KING OF KANSAS CITY 000696		184238	12/08/23	CCTR CLEANING SERVICES	1,050.00	044590	KSC11230735		P -	W CONTRACT LABOR	65.60.491.08.5397
JONES/NATHAN 005257		184227	12/08/23	CCTR SWIM INSTR	90.00	044591	12/3		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		184227	12/08/23	CCTR SWIM INSTR	52.00	044591	12/3		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
					142.00	*CHECK TOTAL					
VENDOR TOTAL					142.00						
K C MO WATER SERVICES 003552		184228	12/08/23	WWT SERVICES	1,546.50	044538	527657-320655		P -	W SEWAGE TREATMENT	92.70.902.08.5394
K C WINWATER WORKS CO 002767		184229	12/08/23	WTR INVENTORY	3,348.00	044592	315180 03		P -	W INVENTORY-MATERI	90.1700
KC REAL ESTATE INVESTMEN .14735		184230	12/08/23	WTR REFUND	56.54	044515	207 2350 00 18		P -	W WATER REFUNDS	90.2495
KEY EQUIPMENT & SUPPLY C 007275		184231	12/08/23	WWT ROOT CUTTER MOTOR	1,255.18	044593	KC210828		P -	W MINOR EQUIPMENT	92.70.901.18.5601
		184231	12/08/23	WWT EQUIP MAINT	1,590.95	044594	KC210817		P -	W MISC EQUIPMENT M	92.70.901.14.5559
		184231	12/08/23	WTR EQUIP MAINT	405.42	044595	KC210773		P -	W MISC EQUIPMENT M	90.70.801.14.5559
					3,251.55	*CHECK TOTAL					
VENDOR TOTAL					3,251.55						
KIOUS/ANGELA .14742		184232	12/08/23	WTR REFUND	46.82	044522	212 1060 00 03		P -	W WATER REFUNDS	90.2495
KONE ELEVATOR INC 001743		184233	12/08/23	PWK ELEV MAINT	174.76	044596	1158634304		P -	W FACILITIES MAINT	10.70.221.14.5572
KONICA MINOLTA BUSINESS 005910		184234	12/08/23	COPIER LEASE	449.85	044539	515383917		P -	W MAINT-OFFICE EQU	65.60.491.14.5551
		184234	12/08/23	COPIER LEASE	449.85	044539	515383917		P -	W OFFICE EQUIPMENT	10.60.483.14.5551
		184234	12/08/23	COPIER LEASE	407.39	044540	515501252		P -	W OFFICE EQUIPMENT	61.60.458.14.5551
					1,307.09	*CHECK TOTAL					
VENDOR TOTAL					1,307.09						
KREIFEL/HEATHER .14746		184235	12/08/23	WTR REFUND	33.31	044526	221 1901 00 03		P -	W WATER REFUNDS	90.2495
LEINTZ LAWN & CONSTRUCTII 000566		184236	12/08/23	CEM BURIAL SERVICES	1,300.00	044541	2073		P N W	CONTRACT LABOR	73.70.226.08.5397

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VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
LIBERTY AGGREGATES LLC 004693		184237	12/08/23	ROC-H HWY PROJECT	1,329.84	044597	24753		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
		184237	12/08/23	ROCK-SHOP PARKING LOT	264.68	044598	24753		P - W	CONST CNTRCT-LIT	96.70.901.36.7510
					1,594.52	*CHECK TOTAL					
VENDOR TOTAL					1,594.52						
MARMIC FIRE & SAFETY CO 006539		184239	12/08/23	ENG FIRE ALARM INSPECT	399.00	044599	C831864		P - W	FACILITIES MAINT	10.70.221.14.5572
MEALS ON WHEELS 003134		184240	12/08/23	MEALS DELIVERED	3,505.50	044542	5		P - W	MEALS ON WHEELS	10.60.481.04.5064
METROPOLITAN CHIEFS & SH 004848		181128	12/06/23	VOIDED CHECK	300.00	CR 044556	23-23		P - H	MEMBERSHIP DUES	10.40.500.38.5811
		184241	12/08/23	POL MEMBERSHIP DUES	300.00	044600	23-23		P - W	MEMBERSHIP DUES	10.40.500.38.5811
VENDOR TOTAL					0.00						
MIDWEST DIESEL PERFORMAN 000533		184242	12/08/23	WTR DUMPTRUCK RADIATOR	1,740.00	044601	1888		P N W	VEHICLE MAINTENA	90.70.801.14.5541
		184242	12/08/23	WTR DUMPTRUCK RADIATOR	1,740.00	044601	1888		P N W	VEHICLE MAINTENA	92.70.901.14.5541
					3,480.00	*CHECK TOTAL					
VENDOR TOTAL					3,480.00						
MISSISSIPPI LIME CO INC 005761		184243	12/08/23	WTR LIME	8,412.47	044602	1701587		P - W	CHEMICALS	90.70.802.04.5010
MO PEACE OFFICERS ASSOCI 005293		184244	12/08/23	POL RECRUITING AD	250.00	044603	RECRUITING		P - W	RECRUITMENT EXPE	59.40.500.08.5372
MO VOCATIONAL ENTERPRISE 006175		184245	12/08/23	WTR PLATES	30.50	044605	675804 RI		P - W	VEHICLE MAINTENA	90.70.801.14.5541
MOTOROLA INC 002018		184246	12/08/23	POL EVIDENCE STORAGE	1,269.42	044606	1411047223		P - W	MISC EQUIPMENT M	10.40.512.14.5559
MPUA 005973		184247	12/08/23	WTR TRAINING-HOLLINGSWOR	65.00	044604	9307		P - W	TRAINING COSTS	90.70.802.06.5259
MURPHY TRACTOR & EQUIPME 006174		184248	12/08/23	WTR JD LOADER BATTERY	181.58	044607	2143490		P - W	MISC EQUIPMENT M	90.70.801.14.5559
		184248	12/08/23	WWT JD LOADER BATTERY	181.58	044607	2143490		P - W	MISC EQUIPMENT M	92.70.901.14.5559
					363.16	*CHECK TOTAL					
VENDOR TOTAL					363.16						
MYRICK MECHANICAL 000669		184249	12/08/23	FIRE BREAKER RESET #2	237.00	044622	1596		P - W	BUILDING MAINTEN	10.50.300.14.5571
NEDBLAKE/RYAN .14737		184250	12/08/23	WTR REFUND	73.87	044517	209 1420 00 28		P - W	WATER REFUNDS	90.2495

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
NORTHLAND READY-MIX INC 000357		184251	12/08/23	WTR CONCRETE	1,168.50	044623	192397			P - W MAINS & LINES MA	90.70.801.14.5532
		184251	12/08/23	DISCOUNT	23.37CR	044624	192397			P - W MAINS & LINES MA	90.70.801.14.5532
					1,145.13	*CHECK TOTAL					
VENDOR TOTAL					1,145.13						
OUTDOOR RESTROOMS LLC 003763		184252	12/08/23	PKS PORT A POTS	180.00	044543	726684			P - W RECREATION SUPPL	61.60.458.04.5004
		184252	12/08/23	PKS PORT A POTS	180.00	044544	738187			P - W RECREATION SUPPL	61.60.458.04.5004
		184252	12/08/23	PKS PORT A POTS	180.00	044545	747474			P - W RECREATION SUPPL	61.60.458.04.5004
		184252	12/08/23	PKS PORT A POTS	180.00	044546	756659			P - W RECREATION SUPPL	61.60.458.04.5004
		184252	12/08/23	PKS PORT A POTS	180.00	044547	767101			P - W RECREATION SUPPL	61.60.458.04.5004
		184252	12/08/23	PKS PORT A POTS	376.29	044548	767102			P - W RECREATION SUPPL	61.60.458.04.5004
		184252	12/08/23	PKS PORT A POTS	225.00	044549	767103			P - W RENTAL	60.60.420.18.5611
					1,501.29	*CHECK TOTAL					
VENDOR TOTAL					1,501.29						
OVERHEAD DOOR CO 001573		184253	12/08/23	CCTR MOTOR ASSMBLY-DOOR	5,075.00	044625	SVC/262-950600			P - W BUILDING MAINTEN	65.60.491.14.5571
PACE ANALYTICAL SERVICES 005664		184254	12/08/23	WWTP LAB SERVICES	575.60	044626	2360196120	230015		P - W LAB FEES	92.70.902.08.5365
PALMER/JAMES & ALISHA .14718		184255	12/08/23	WTR REFUND	38.77	044498	103 0570 00 03			P - W WATER REFUNDS	90.2495
PANGBORN/TRACY .14720		184256	12/08/23	WTR REFUND	114.22	044500	105 2210 00 04			P - W WATER REFUNDS	90.2495
PARKER/RIVA ANN .14741		184257	12/08/23	WTR REFUND	85.82	044521	212 0410 00 30			P - W WATER REFUNDS	90.2495
PERDUE/LOGAN .14716		184258	12/08/23	WTR REFUND	139.54	044496	101 2950 00 15			P - W WATER REFUNDS	90.2495
PETTY CASH/CITY OF LIBER 000204		184259	12/08/23	CEM DEEDS	264.00	044627	PETTY CASH			P - W PREPAYMENT-RECOR	73.2410
		184259	12/08/23	HR NEOGOV TRAINING REIMB	54.89	044627	PETTY CASH			P - W RECRUITMENT EXPE	10.25.011.08.5372
		184259	12/08/23	POL SWAT TRAINING	265.50	044627	PETTY CASH			P - W REGISTRATION FEE	10.40.500.06.5251
		184259	12/08/23	PKS CERTIFICATION	8.00	044627	PETTY CASH			P - W TRAINING TRAVEL	60.60.420.06.5210
					592.39	*CHECK TOTAL					
VENDOR TOTAL					592.39						
PETTY CASH/LIBERTY COMM 003524		184260	12/08/23	AGING BIRTHDAY	100.00	044608	PETTY CASH			P - W PROGRAM SUPPLIES	10.60.483.04.5099
		184260	12/08/23	PKS MILEAGE	113.10	044608	PETTY CASH			P - W MISCELLANEOUS EX	61.60.458.38.5989
		184260	12/08/23	PKS MILEAGE	40.95	044608	PETTY CASH			P - W MISCELLANEOUS EX	61.60.458.38.5989
		184260	12/08/23	PKS MILEAGE	50.70	044608	PETTY CASH			P - W MISCELLANEOUS EX	61.60.458.38.5989
		184260	12/08/23	AGING MILEAGE	117.90	044608	PETTY CASH			P - W MISCELLANEOUS EX	10.60.483.38.5989
		184260	12/08/23	MILEAGE-GINA MCLEAN	183.20	044608	PETTY CASH			P - W A/R REIMBURSEABL	10.1405
		184260	12/08/23	CCTR MILEAGE	45.50	044608	PETTY CASH			P - W MISCELLANEOUS EX	65.60.491.38.5989

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VENDOR NAME AND NUMBER									
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
PETTY CASH/LIBERTY COMM		003524							
			651.35		*CHECK TOTAL				
		VENDOR TOTAL	651.35						
PINA/NICHOLAS		.14738							
184261	12/08/23	WTR REFUND	124.76	044518	209 2060 00 05		P - W	WATER REFUNDS	90.2495
PITTMAN SUPPORT SERVICES		000641							
184262	12/08/23	FIN SUPPORT SERVICES	4,689.45	044552	23-007		P - W	CONTRACT LABOR	10.30.130.08.5397
PLATTE COUNTY, MO		004748							
184263	12/08/23	RECIPROCAL BOND	174.00	044550	23AEFTA1097		P - W	RECIPROCAL CASH	10.2441
POSTON/ALLAN & NATALIE		.14744							
184264	12/08/23	WTR REFUND	17.29	044524	220 0300 00 04		P - W	WATER REFUNDS	90.2495
PROFESSIONAL PEST SOLUTI		006333							
184265	12/08/23	PEST CONTROL	45.00	044628	12642		P - W	BUILDING MAINTEN	90.70.801.14.5571
184265	12/08/23	PEST CONTROL	45.00	044628	12642		P - W	BUILDING MAINTEN	92.70.902.14.5571
184265	12/08/23	PEST CONTROL	60.00	044629	12643		P - W	BUILDING MAINT S	10.20.051.04.5008
			150.00		*CHECK TOTAL				
		VENDOR TOTAL	150.00						
PRYOR/RUSSELL		.14727							
184266	12/08/23	WTR REFUND	91.58	044507	119 2150 00 21		P - W	WATER REFUNDS	90.2495
PUBLIC WATER DIST #5		002759							
184267	12/08/23	WTR SERVICE	171.40	044630	0215		P - W	WATER PURCHASES-	90.70.802.08.5390
184267	12/08/23	WTR SERVICE	40.00	044631	0369		P - W	LIFT STATION MAI	92.70.902.14.5525
			211.40		*CHECK TOTAL				
		VENDOR TOTAL	211.40						
PURCELL TIRE AND RUBBER		001787							
184268	12/08/23	ST VEH TIRES-6	1,677.96	044632	3273811		P - W	VEHICLE MAINTENA	10.70.225.14.5541
REJIS COMMISSION		006030							
184269	12/08/23	COURT FEES	32.55	044551	519902		P - W	MISCELLANEOUS FE	10.20.131.08.5399
RENNER SUPPLY COMPANY IN		003867							
184270	12/08/23	ST GARAGE DOOR SERVICE	220.00	044633	518800		P - W	BUILDING IMPROVE	54.60.432.14.5571
REPUBLIC SERVICES #468		008397							
184271	12/08/23	SOLID WASTE COLLECTION	128,097.37	044553	NOV 23		P - W	NEIGHBORHOOD COL	98.70.227.08.5381
184271	12/08/23	RECYCLING COLLECTION	38,497.09	044553	NOV 23		P - W	NEIGHBORHOOD COL	98.70.227.08.5381
			166,594.46		*CHECK TOTAL				
		VENDOR TOTAL	166,594.46						
RICOH USA, INC		007683							
184272	12/08/23	POL COPIER LEASE	153.81	044634	107805838		P - W	COPIER LEASE & U	10.40.512.04.5110

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VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
RILEY/ROBERT				.14732							
184273 12/08/23				WTR REFUND	12.30	044512	136 1260 00 01		P - W	WATER REFUNDS	90.2495
ROBERTS/RANDALL				.14714							
184274 12/08/23				WTR REFUND	79.15	044494	101 2480 00 07		P - W	WATER REFUNDS	90.2495
ROHAUS/KESSLER				000680							
184275 12/08/23				CCTR SWIM INSTR	15.00	044635	11/28-12/2		P N W	PRIVATE SWIMMING	65.60.417.08.8125
SERENITY ON THE SQUARE				006687							
184276 12/08/23				ACTL REIKI SESSION	150.00	044554	11.29.23		P N W	OTHER	10.25.011.38.5989
SHEARRER/RYAN				.14729							
184277 12/08/23				WTR REFUND	127.04	044509	128 7190 00 16		P - W	WATER REFUNDS	90.2495
SHERWIN WILLIAMS CO INC				000121							
184278 12/08/23				PKS PAINT	766.22	044636	0916-2		P - W	BUILDING IMPROVE	61.60.458.36.7402
SHOGER/LAUREL				005680							
184279 12/08/23				CCTR SWIM INSTR	144.00	044637	12/3		P N W	PRIVATE SWIMMING	65.60.417.08.8125
SONTHEIMER/CAYSEE				.14725							
184280 12/08/23				WTR REFUND	92.24	044505	119 1460 00 08		P - W	WATER REFUNDS	90.2495
STEPHENS/JOSHUA				.14712							
184281 12/08/23				REFUND SUN LIFE	4.79	044638	REFUND LTD		P - W	LONG TERM INS-SU	10.2165
SUMNERONE INC				005662							
184282 12/08/23				COPIER USAGE	7.26	044639	3765269		P - W	GENERAL SUPPLIES	90.70.801.04.5001
184282 12/08/23				COPIER USAGE	7.25	044639	3765269		P - W	GENERAL SUPPLIES	92.70.901.04.5001
184282 12/08/23				COPIER USAGE	7.25	044639	3765269		P - W	GENERAL SUPPLIES	92.70.902.04.5001
184282 12/08/23				FIN TONER	178.00	044640	3773758		P - W	GENERAL SUPPLIES	10.30.130.04.5001
					199.76	*CHECK TOTAL					
VENDOR TOTAL					199.76						
SUPERCO SPECIALTY PRODUC				009200							
184283 12/08/23				ST SUPPLIES	552.66	044641	PS1531534		P - W	GENERAL SUPPLIES	10.70.225.04.5001
SUTTON/KATELYN DANIELLE				000327							
184284 12/08/23				CCTR SWIM INSTR	20.00	044642	11/29-12/4		P N W	SPECIALTY SWIM P	65.60.417.08.8128
184284 12/08/23				CCTR SWIM INSTR	48.00	044642	11/29-12/4		P N W	PRIVATE SWIMMING	65.60.417.08.8125
184284 12/08/23				CCTR SWIM INSTR	50.00	044642	11/29-12/4		P N W	SWIM TEAM BASICS	65.60.417.08.8121
184284 12/08/23				CCTR SWIM INSTR	40.00	044642	11/29-12/4		P N W	SWIM TEAM BASICS	65.60.417.08.8121
					158.00	*CHECK TOTAL					
VENDOR TOTAL					158.00						
SYNERGY SERVICES INC				005964							
184285 12/08/23				DOMESTIC VIOLENCE FUND	896.00	044643	NOV 2023		P - W	DOMESTIC VIOLENC	10.2472

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
TOWN AND COUNTRY BUILDIN			007143						
184286	12/08/23	2023 CITY HALL JANITORIA	2,380.00	044644	00161316	230027	P - W	CONTRACT LABOR	10.70.221.08.5397
184286	12/08/23	2023 CITY HALL JANITORIA	2,380.00	044645	00160367	230027	P - W	CONTRACT LABOR	10.70.221.08.5397
			4,760.00	*CHECK TOTAL					
VENDOR TOTAL			4,760.00						
UMB BANK N A			004100						
1971	12/06/23	SRF 2015	1,021,500.00	044557	12/15/23		P - H	SRF 2015 BOND-CU	92.2541
1971	12/06/23	SRF 2015	188,258.80	044557	12/15/23		P - H	SRF 2015 INTERES	92.2503
			1,209,758.80	*CHECK TOTAL					
VENDOR TOTAL			1,209,758.80						
VALVOLINE LLC			005460						
184287	12/08/23	POL #210 OIL CHANGE	34.99	044646	67542		P - W	VEHICLE MAINTENA	10.40.500.14.5541
184287	12/08/23	POL #201 OIL CHANGE	34.99	044647	67531		P - W	VEHICLE MAINTENA	10.40.500.14.5541
184287	12/08/23	POL #218 OIL CHANGE	34.99	044648	67617		P - W	VEHICLE MAINTENA	10.40.500.14.5541
184287	12/08/23	POL #204 OIL CHANGE	34.99	044649	67653		P - W	VEHICLE MAINTENA	10.40.500.14.5541
			139.96	*CHECK TOTAL					
VENDOR TOTAL			139.96						
VETERINARY CENTER OF LIB			004817						
184288	12/08/23	ACTL VET SERVICES	45.00	044650	22143		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	170.10	044651	482103		P - W	MEDICAL SUPPLIES	10.20.051.04.5003
184288	12/08/23	ACTL VET SERVICES	301.63	044651	482103		P - W	RESERVE-ANIMAL S	10.2408
184288	12/08/23	ACTL VET SERVICES	47.95	044652	474872		P - W	RESERVE-ANIMAL S	10.2408
184288	12/08/23	ACTL VET SERVICES	52.50	044652	474872		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	163.30	044652	474872		P - W	MEDICAL SUPPLIES	10.20.051.04.5003
184288	12/08/23	ACTL VET SERVICES	26.00	044653	476401		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	104.00	044654	479437		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	281.88	044655	474437		P - W	RESERVE-ANIMAL S	10.2408
184288	12/08/23	ACTL VET SERVICES	65.00	044656	481500		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	65.00	044657	22250		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	45.00	044658	22172		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	45.00	044659	22239		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	65.00	044660	22098		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	45.00	044661	22097		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	45.00	044662	21981		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	65.00	044663	22145		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	52.00	044664	480850		P - W	VETERINARY SERVI	10.20.051.08.5358
184288	12/08/23	ACTL VET SERVICES	45.00	044665	22234		P - W	VETERINARY SERVI	10.20.051.08.5358
			1,729.36	*CHECK TOTAL					
VENDOR TOTAL			1,729.36						
VISION UPFITTERS			000487						
184289	12/08/23	POL VEH MAINT	4,268.52	044666	INV402666		P - W	MINOR EQUIPMENT	10.40.500.18.5601
184289	12/08/23	POL VEH MAINT	2,255.00	044667	INV410766		P - W	VEHICLE MAINTENA	10.40.500.14.5541
184289	12/08/23	POL VEH MAINT	275.00	044668	INV425079		P - W	MINOR EQUIPMENT	10.40.500.18.5601
184289	12/08/23	POL VEH MAINT	275.00	044669	INV425085		P - W	MINOR EQUIPMENT	10.40.500.18.5601
184289	12/08/23	POL VEH MAINT	275.00	044670	INV425080		P - W	MINOR EQUIPMENT	10.40.500.18.5601

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
VISION UPFITTERS			000487						
184289	12/08/23	POL VEH MAINT	275.00	044671	INV425086			P - W MINOR EQUIPMENT	10.40.500.18.5601
184289	12/08/23	POL VEH MAINT	275.00	044672	INV425088			P - W MINOR EQUIPMENT	10.40.500.18.5601
			7,898.52	*CHECK TOTAL					
		VENDOR TOTAL	7,898.52						
WALKER PROCESS EQUIPMENT			000752						
184290	12/08/23	WTP GEARMOTOR	1,872.00	044673	INV025021			P - W WATER PLANT MAIN	90.70.802.14.5534
WALLACE/GERALD			.14719						
184291	12/08/23	WTR REFUND	368.19	044499	103 0945 00 06			P - W WATER REFUNDS	90.2495
WHITWORTH/SHAWN			.14722						
184292	12/08/23	WTR REFUND	31.15	044502	105 3850 00 20			P - W WATER REFUNDS	90.2495
ZOHCO CORPORATION			000283						
184293	12/08/23	T&L OPMANAGER	98.85	044674	2389130			P - W SOFTWARE MAINTEN	10.90.132.14.5591
184293	12/08/23	T&L OPMANAGER	1,186.15	044674	2389130			P - W OTHER PREPAYMENT	10.1810
			1,285.00	*CHECK TOTAL					
		VENDOR TOTAL	1,285.00						

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER 007674									
1965	11/30/23	LPR ADMIN OFFICE SUPPLIE	28.78					M GENERAL SUPPLIES	60.60.415.04.5001
1965	11/30/23	POLE SAW CHAIN	29.99					M MINOR TOOLS	90.70.802.04.5018
1965	11/30/23	BLOCKS, TOOLS	48.26					M CONST CNTRCT-CLA	94.70.801.36.7510
1965	11/30/23	3RD FLOOR REMODEL SUPPLI	64.07					M FACILITIES MAINT	10.70.221.14.5572
1965	11/30/23	HYDRAULIC OIL FOR KUBOTA	149.08					M MISC EQUIPMENT M	90.70.801.14.5559
1965	11/30/23	GLOVES TOOLS	234.87					M SMALL TOOLS	90.70.801.04.5018
1965	11/30/23	GLOVES TOOLS	234.86					M SMALL TOOLS	92.70.901.04.5018
1965	11/30/23	SHOWER VALVE PARTS	537.00					M MAINTENANCE MATE	65.60.491.04.5009
1965	11/30/23	NEW VALVE FOR POT HOLE T	93.20					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	COMPACTOR HOOK	21.53					M MISC EQUIPMENT M	90.70.801.14.5559
1965	11/30/23	COMPACTOR HOOK	21.53					M MISC EQUIPMENT M	92.70.901.14.5559
1965	11/30/23	CLEANING SUPPLIES	7.99					M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	LEAF BLOWER	207.57					M MAINS & LINES MA	92.70.901.14.5532
1965	11/30/23	BAR FOR POLE SAW	34.00					M MINOR TOOLS	90.70.802.04.5018
1965	11/30/23	NEW SHOP VAC	99.00					M BUILDING MAINTEN	90.70.802.14.5571
1965	11/30/23	CHAINS	25.88					M LANDSCAPING	52.60.420.14.5583
1965	11/30/23	FOOD FOR SPRINGBROOK PRE	25.58					M MEETING EXPENSE	10.30.130.38.5803
1965	11/30/23	FOOD FOR SPRINGBROOK PRE	25.58					M MEETING EXPENSE	10.90.132.38.5803
1965	11/30/23	FOOD FOR SPRINGBROOK PRE	36.37					M MEETING EXPENSE	10.30.130.38.5803
1965	11/30/23	FOOD FOR SPRINGBROOK PRE	36.36					M MEETING EXPENSE	10.90.132.38.5803

1965 11/30/23	HOLE SAW BIT FOR SHOP.	13.48
1965 11/30/23	REGISTRATION FEE FOR AN	50.00
1965 11/30/23	KEYS FOR GYMNASIUM AND P	42.09
1965 11/30/23	PVC PIECES FOR WELL #13	121.74
1965 11/30/23	FIRE #605 CHAIN SAW REPA	92.38
1965 11/30/23	ENVELOPES FOR SPONSORSHI	16.49
1965 11/30/23	CREDIT VOUCHER ST LOUIS	32.06CR
1965 11/30/23	UNIFORM CLOTHING	82.39
1965 11/30/23	UNIFORM CLOTHING	75.00
1965 11/30/23	FIRE DEF FLUID	378.00
1965 11/30/23	CONCRETE FOR SIDEWALK RE	239.25
1965 11/30/23	CREDIT VOUCHER ST LOUIS	32.06CR
1965 11/30/23	KINDERGARTEN BASKETBALLS	37.99
1965 11/30/23	CHALLENGE COIN ORDER	1,505.00
1965 11/30/23	ALEX COLLECTIONS #2 BOOK	226.00
1965 11/30/23	PRY BARS FOR TRUCKS.	68.94
1965 11/30/23	SCANNER FOR GARY H.	175.00
1965 11/30/23	SCANNER FOR GARY H.	174.99
1965 11/30/23	SENSAPHONE RENEWAL	271.48
1965 11/30/23	BACKGROUND CHECKS.	450.00
1965 11/30/23	BACKGROUND CHECKS.	9.25
1965 11/30/23	SCANSNAP FOR SUTTON AND	421.50
1965 11/30/23	CREDIT VOUCHER ST LOUIS	32.06CR
1965 11/30/23	ANTHONY CDL	78.79
1965 11/30/23	A FRAME SIGN FOR VETERAN	43.23
1965 11/30/23	REGISTRATION FEE FOR KC	50.00
1965 11/30/23	FIRE COMMAND STRIPS	5.28
1965 11/30/23	CREDIT VOUCHER LOWES #01	9.90CR
1965 11/30/23	50 FT HDMI CABLE	23.99
1965 11/30/23	CREDIT VOUCHER SQ *BRANT	82.39CR

M GENERAL SUPPLIES	10.70.225.04.5001
M REGISTRATION FEE	10.70.201.06.5251
M GENERAL SUPPLIES	65.60.491.04.5001
M WELLFIELD MAINTENANCE	90.70.802.14.5535
M MINOR EQUIPMENT	10.50.301.18.5601
M MISCELLANEOUS FE	61.60.458.08.5399
M TRAINING TRAVEL	10.40.500.06.5210
- M PROTECTIVE CLOTH	90.70.802.38.5813
- M PROTECTIVE CLOTH	90.70.802.38.5813
M MINOR EQUIPMENT	10.50.301.18.5601
M MAINS & LINES MA	92.70.901.14.5532
M TRAINING TRAVEL	10.40.500.06.5210
M RECREATION SUPPL	61.60.458.04.5004
M CLOTHING EXPENSE	10.40.500.38.5812
M TRAINING COSTS	92.70.901.06.5259
M SMALL TOOLS	92.70.902.04.5018
M COMPUTER EQUIPME	90.70.803.36.7202
M COMPUTER EQUIPME	92.70.903.36.7202
M IT MAINTENANCE &	10.90.132.14.5555
- M CRIMINAL HISTORY	10.2474
- M MISCELLANEOUS FE	10.30.130.08.5399
M MINOR EQUIPMENT	10.40.500.18.5601
M TRAINING TRAVEL	10.40.500.06.5210
M TRAINING COSTS	90.70.801.06.5259
M OUTSIDE PRINTING	60.60.415.04.5120
M REGISTRATION FEE	10.70.201.06.5251
M GENERAL SUPPLIES	10.50.300.04.5001
M GENERAL SUPPLIES	90.70.802.04.5001
M MINOR COMPUTER E	10.90.132.18.5605
M PROTECTIVE CLOTH	90.70.802.38.5813

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1965	11/30/23	FRAMES FOR VETERANS DAY	29.97					M RECREATION SUPPL	60.60.415.04.5004
1965	11/30/23	PAINT/PAINT SUPPLIES FOR	418.40					M HOMETOWN HOLIDAY	67.20.061.38.5809
1965	11/30/23	BATTERIES & WATER	37.46					M MISCELLANEOUS EX	92.70.901.38.5989
1965	11/30/23	BATTERIES & WATER	37.46					M MISCELLANEOUS EX	90.70.801.38.5989
1965	11/30/23	UNIFORM CLOTHING	45.48				-	M CLOTHING EXPENSE	60.60.420.38.5812
1965	11/30/23	MORE GHOST YARD SIGNS FO	139.90					M RECREATION SUPPL	60.60.415.04.5004
1965	11/30/23	AMAZON RECEIPT FOR 2 LAP	52.33					M MINOR EQUIPMENT	10.40.500.18.5601
1965	11/30/23	USSSA CONVENTION REGISTR	275.00					M REGISTRATION FEE	60.60.415.06.5251
1965	11/30/23	TURF GATOR REPAIR	6.00					M MISC EQUIPMENT M	61.60.458.14.5559
1965	11/30/23	SHAWNNA FUNDERBURK - ADM	97.51					M MEETING EXPENSE	10.25.011.38.5803
1965	11/30/23	FIRE PROMOTIONAL CEREMON	71.23					M FOOD	10.50.300.04.5013
1965	11/30/23	PAINT SUPPLIES.	21.08					M MISCELLANEOUS EX	10.70.225.38.5989
1965	11/30/23	SOFTENER SALT FOR FLUORI	37.68					M WATER PLANT MAIN	90.70.802.14.5534
1965	11/30/23	CREDIT VOUCHER FANNIE MA	72.00CR					M A/R REIMBURSEABL	10.1405
1965	11/30/23	CREDIT VOUCHER BSM*BURGE	129.99CR					M A/R REIMBURSEABL	10.1405
1965	11/30/23	TIRE DISPOSAL.	93.00					M MISCELLANEOUS EX	10.70.225.38.5989
1965	11/30/23	ELECTRIC GREASE GUN- WWT	315.19					M BUILDING MAINTEN	92.70.902.14.5571
1965	11/30/23	CREDIT VOUCHER MRS PRIND	84.98CR					M A/R REIMBURSEABL	10.1405
1965	11/30/23	OFFICE SUPPLIES	76.01					M GENERAL SUPPLIES	65.60.491.04.5001
1965	11/30/23	CREDIT VOUCHER USED TIRE	68.59CR					M MISCELLANEOUS EX	10.70.225.38.5989
1965	11/30/23	FIRE AIR HOSE ADAPTERS	41.26					M EQUIPMENT SUPPLI	10.50.301.04.5017
1965	11/30/23	OFFICE SUPPLIES	8.99				-	M GENERAL SUPPLIES	10.20.121.04.5001
1965	11/30/23	USED WRONG CREDIT CARD.	116.00					M A/R REIMBURSEABL	10.1405
1965	11/30/23	FIRE MAILBOX REPLACEMENT	3.38					M BUILDING MAINTEN	10.50.300.14.5571
1965	11/30/23	BACKGROUND CHECKS	169.38					M RECREATION SUPPL	61.60.458.04.5004
1965	11/30/23	FOOD FOR GUYS WATER BREA	30.76					M GENERAL SUPPLIES	92.70.901.04.5001
1965	11/30/23	FOOD FOR GUYS WATER BREA	30.76					M GENERAL SUPPLIES	90.70.801.04.5001
1965	11/30/23	PARTS FOR VAN TRUCK #126	32.97					M VEHICLE MAINTENA	92.70.901.14.5541
1965	11/30/23	PROTECTIVE REFUND KEN	1.02CR					M PROTECTIVE CLOTH	90.70.801.38.5813
1965	11/30/23	FITTINGS FOR TRUCK #710.	29.13					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	TRIM ROLLER COVERS	10.76					M MAINTENANCE MATE	60.60.420.04.5009
1965	11/30/23	MANILLA FILE FOLDERS - R	28.71					M GENERAL SUPPLIES	10.20.121.04.5001
1965	11/30/23	WINDSHIELD WIPER FLUID P	36.97					M VEHICLE MAINTENA	92.70.901.14.5541
1965	11/30/23	FLEET CAR WASH BILL, 20	200.00					M VEHICLE MAINTENA	10.40.500.14.5541
1965	11/30/23	HYDRAULIC HOSES FOR TRUC	789.70					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	FITTINGS FOR TRUCK #710.	26.54					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	CHAINSAW TUNE UP KIT	13.00					M MISC EQUIPMENT M	90.70.801.14.5559
1965	11/30/23	CHAINSAW TUNE UP KIT	13.00					M MISC EQUIPMENT M	90.70.801.14.5559
1965	11/30/23	VACTOR REPLACEMENT LIGHT	180.06					M VEHICLE MAINTENA	92.70.901.14.5541
1965	11/30/23	CREDIT VOUCHER LOWES #01	31.71CR					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	SPECTRUM FIBER CIRCUIT	495.00					M INTERNET SERVICE	10.90.132.08.5304
1965	11/30/23	COMMUNITY DEVELOPMENT OF	121.69					M GENERAL SUPPLIES	10.70.221.04.5001
1965	11/30/23	COMMUNITY DEVELOPMENT OF	92.98					M GENERAL SUPPLIES	10.80.151.04.5001
1965	11/30/23	3RD FLOOR OFFICE SUPPLIE	195.68					M GENERAL SUPPLIES	10.70.201.04.5001
1965	11/30/23	3RD FLOOR OFFICE SUPPLIE	195.67					M GENERAL SUPPLIES	10.80.151.04.5001
1965	11/30/23	HOTEL STAY FOR MACN CONF	320.44					M TRAINING TRAVEL	10.40.500.06.5210
1965	11/30/23	HOTEL FOR MACN CONFERENC	320.44					M TRAINING TRAVEL	10.40.500.06.5210
1965	11/30/23	HOTEL FOR MACN CONFERENC	320.44					M TRAINING TRAVEL	10.40.500.06.5210
1965	11/30/23	INSULATION FOR METER PIT	29.98					M MAINS & LINES MA	90.70.801.14.5532
1965	11/30/23	FIRE MAILBOX REPLACEMENT	81.40					M BUILDING MAINTEN	10.50.300.14.5571

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1965	11/30/23	NO PARKING SIGNS.	40.00					M STREET SIGNS	50.75.607.14.5641
1965	11/30/23	FIRE OFFICE SUPPLIES	9.99					M GENERAL SUPPLIES	10.50.300.04.5001
1965	11/30/23	PAINT ROLLERS.	13.96					M MISCELLANEOUS EX	10.70.225.38.5989
1965	11/30/23	FIRE FUNERAL FLOWERS	100.00					M GENERAL SUPPLIES	10.50.300.04.5001
1965	11/30/23	PIPE FITTINGS FOR TRUCK	31.71					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	VALVE FOR TRUCK #710.	67.10					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	PHONE CORD	3.13					M BUILDING MAINTEN	92.70.901.14.5571
1965	11/30/23	PHONE CORD	3.13					M BUILDING MAINTEN	90.70.801.14.5571
1965	11/30/23	POLICE TRAINING ROOM PRO	76.98					M MINOR EQUIPMENT	10.90.132.18.5601
1965	11/30/23	FOOD FOR PARK BOARD NOVE	11.98					M MEETING EXPENSE	60.60.415.38.5803
1965	11/30/23	LAB SUPPLIES	492.90					M LAB SUPPLIES	90.70.802.04.5014
1965	11/30/23	NORTHLAND INVESTIGATORS	23.28					M MEETING EXPENSE	10.40.500.38.5803
1965	11/30/23	OIL CHANGE 323	55.90					M VEHICLE MAINTENA	10.60.482.14.5541
1965	11/30/23	TRASH CANS	83.00					M FACILITIES MAINT	10.70.221.14.5572
1965	11/30/23	NORTHLAND INVESTIGATORS	10.48					M MEETING EXPENSE	10.40.500.38.5803
1965	11/30/23	LOCATING WIRE	653.07					M CONST CNTRCT-CLA	94.70.801.36.7510
1965	11/30/23	COFFEE WITH A COP SUPPLI	85.01					M PROGRAM SUPPLIES	10.60.483.04.5099
1965	11/30/23	DUST CAPS FOR TRAILER AX	29.60					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	PRIZES FOR HOMETOWN HOLI	280.93					M HOMETOWN HOLIDAY	67.20.061.38.5809
1965	11/30/23	CARPET SPOT CLEANER	24.99					M FACILITIES MAINT	10.70.221.14.5572
1965	11/30/23	PAINT ROLLERS.	9.12					M MISCELLANEOUS EX	10.70.225.38.5989
1965	11/30/23	JOHN'S CDL LICENSE	78.79					M TRAINING COSTS	92.70.901.06.5259
1965	11/30/23	STATION 3 FLOOD LIGHTS	141.78					M BUILDING MAINTEN	10.50.300.14.5571
1965	11/30/23	PIZZA FOR THE PARK BOARD	169.93					M MEETING EXPENSE	60.60.415.38.5803
1965	11/30/23	UV MAINTENANCE SUPPLIES	67.72					M MAINTENANCE SUPP	92.70.902.04.5009
1965	11/30/23	10/2023 AWS DRUVA BILLIN	351.74					M SOFTWARE MAINTEN	10.90.132.14.5591
1965	11/30/23	FIRE #627 PREV. MAINT.	186.06					M VEHICLE MAINTENA	10.50.311.14.5541
1965	11/30/23	FIRE KNOX WRENCH MAGNET	15.59					M EQUIPMENT SUPPLI	10.50.301.04.5017
1965	11/30/23	CLOTHING	279.98					M CLOTHING EXPENSE	60.60.420.38.5812
1965	11/30/23	SAFETY VEST SILK SCREENI	124.00					M PROTECTIVE CLOTH	92.70.901.38.5813
1965	11/30/23	SAFETY VEST SILK SCREENI	124.00					M PROTECTIVE CLOTH	90.70.801.38.5813
1965	11/30/23	OFFICER ORAL BOARD LUNCH	63.14					M GENERAL SUPPLIES	10.40.500.04.5001
1965	11/30/23	JACKET	36.88					M CLOTHING EXPENSE	90.70.802.38.5812
1965	11/30/23	DEWALT SAW	181.38					M SMALL TOOLS	60.60.420.04.5018
1965	11/30/23	COMPOST FOR GARDEN BEDS	129.60					M RSVP GRANT	65.60.491.04.5064
1965	11/30/23	SLUDGE PUMP REMOVAL/INSP	2,472.50					M WATER PLANT MAIN	90.70.802.14.5534
1965	11/30/23	THREE SETS OF BIBS.	349.97					M CLOTHING EXPENSE	60.60.420.38.5812
1965	11/30/23	FITTINGS FOR SALT SPREAD	18.28					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	MCBEES CW	15.00					M VEHICLE MAINTENA	10.50.301.14.5541
1965	11/30/23	HOSE FOR DEWATERING ROOM	53.17					M MAINTENANCE SUPP	92.70.902.04.5009
1965	11/30/23	RETURNED ITEMS	80.97	CR				M ARMORY SUPPLIES	10.40.501.04.5051
1965	11/30/23	MEETING ON POTENTIAL CAR	6.26					- M OTHER MISC FEES	56.20.001.08.5365
1965	11/30/23	OCTOBER TLO	144.60					M MISCELLANEOUS FE	10.40.500.08.5399
1965	11/30/23	HOSE CLAMPS.	34.50					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	OIL CHANGE FOR TRUCK #70	85.97					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	DRILL BITS	20.19					M SMALL TOOLS	60.60.420.04.5018
1965	11/30/23	OFFICE SUPPLIES	35.68					M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	DIESEL TREATMENT	54.21					M VEHICLE MAINTENA	92.70.902.14.5541
1965	11/30/23	UNIFORM ITEM.	54.49					M CLOTHING EXPENSE	10.70.225.38.5812
1965	11/30/23	WINTER GLOVES	307.30					M PROTECTIVE CLOTH	90.70.801.38.5813

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1965	11/30/23	WINTER GLOVES	307.30				M PROTECTIVE CLOTH	92.70.901.38.5813
1965	11/30/23	DENVER ISON'S PROTECTIVE	323.59				M PROTECTIVE CLOTH	90.70.802.38.5813
1965	11/30/23	ELECTRICAL TAPE & CONDUIT	15.10				M GENERAL SUPPLIES	90.70.801.04.5001
1965	11/30/23	ICE MELT	491.56				M GROUNDS/LANDSCAP	65.60.491.14.5575
1965	11/30/23	COFFEE AND PAPER TOWELS	43.94				M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	SUMP PUMPS FOR 13-14	512.24				M WELLFIELD MAINTENANCE	90.70.802.14.5535
1965	11/30/23	NAME TAPE - SCHMIEDEKE	10.10				M CLOTHING EXPENSE	10.40.500.38.5812
1965	11/30/23	DEPOSIT FOR CONCRETE SAW	40.00				M MAINS & LINES MAINTENANCE	90.70.801.14.5532
1965	11/30/23	UNIFORM PANTS	61.27				- M CLOTHING EXPENSE	60.60.420.38.5812
1965	11/30/23	FIRE TARPS	34.26				M EQUIPMENT SUPPLIES	10.50.301.04.5017
1965	11/30/23	SPOT CLEANER AND SHOP RAGS	16.70				M FACILITIES MAINTENANCE	10.70.221.14.5572
1965	11/30/23	SMALL EQUIPMENT DROP SHIP	2,464.08				M AEROBICS	65.60.417.08.8201
1965	11/30/23	JOHN'S COLLECTIONS #2 BO	226.00				M TRAINING COSTS	92.70.901.06.5259
1965	11/30/23	POL OFFICE SUPPLIES	45.65				- M GENERAL SUPPLIES	10.40.500.04.5001
1965	11/30/23	PAIR OF GLOVES	18.50				M PROTECTIVE CLOTH	92.70.901.38.5813
1965	11/30/23	PAIR OF GLOVES	18.49				M PROTECTIVE CLOTH	90.70.801.38.5813
1965	11/30/23	GENERAL SUPPLIES-RUBBER	10.04				M GENERAL SUPPLIES	92.70.902.04.5001
1965	11/30/23	PAINT SUPPLY'S.	63.72				M MISCELLANEOUS EX	10.70.225.38.5989
1965	11/30/23	LINERS FOR ROLL OFF DUMP	2,798.28				M MAINTENANCE SUPPLIES	92.70.902.04.5009
1965	11/30/23	TIRE DISPOSAL.	68.59				M MISCELLANEOUS EX	10.70.225.38.5989
1965	11/30/23	SAMS CLUB CANDY RECEIPT	47.92				M GENERAL SUPPLIES	10.40.500.04.5001
1965	11/30/23	PAINT.	78.94				M MISCELLANEOUS EX	10.70.225.38.5989
1965	11/30/23	CLEAR SIGN HOLDERS FOR WALL	74.98				M GENERAL SUPPLIES	65.60.491.04.5001
1965	11/30/23	REGISTRATION FOR KCAPWA	20.00				M REGISTRATION FEE	10.70.201.06.5251
1965	11/30/23	WIPER BLADES	54.98				M VEHICLE MAINTENANCE	10.40.500.14.5541
1965	11/30/23	MINI TRUCK AIR FILTER	13.43				M VEHICLE MAINTENANCE	92.70.902.14.5541
1965	11/30/23	VAC HOSE FOR VALVE EXERCISE	295.43				M MISC EQUIPMENT	90.70.801.14.5559
1965	11/30/23	ANDREW'S COLLECTIONS 1	226.00				- M TRAINING COSTS	92.70.901.06.5259
1965	11/30/23	OFFICE SUPPLIES	48.42				M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	PEER SUPPORT TRAINING LE	106.66				M TRAINING COSTS	10.50.300.06.5259
1965	11/30/23	FACEBOOK ADS FOR VISIT L	234.83				M ADVERTISING	67.20.061.08.5371
1965	11/30/23	FACEBOOK ADS FOR VISIT L	47.34				M RECREATION SUPPLIES	60.60.415.04.5004
1965	11/30/23	CRIMPERS AND SOLDERLESS	123.98				M VEHICLE MAINTENANCE	10.50.301.14.5541
1965	11/30/23	HOTEL FOR LAGERS ANNUAL	254.86				M TRAINING TRAVEL	10.25.011.06.5210
1965	11/30/23	LODGING FOR 1 ANIMAL CON	344.19				M TRAINING TRAVEL	10.20.051.06.5210
1965	11/30/23	FUNERAL BASKET - KATHERINE	112.04				M OTHER	10.25.011.38.5989
1965	11/30/23	MINI TRUCK FLASHLIGHT	99.49				M GENERAL SUPPLIES	92.70.902.04.5001
1965	11/30/23	LODGING FOR 1 ANIMAL CON	344.19				M TRAINING TRAVEL	10.20.051.06.5210
1965	11/30/23	WINTER GEAR.	90.63				M PROTECTIVE CLOTH	10.70.225.38.5813
1965	11/30/23	COOLANT TEMP SENSOR	40.23				M VEHICLE MAINTENANCE	92.70.902.14.5541
1965	11/30/23	LODGING FOR 1 ANIMAL CON	344.19				M TRAINING TRAVEL	10.20.051.06.5210
1965	11/30/23	WARRENTY REPAIR TREADMILL	125.00				M MISC EQUIPMENT	65.60.491.14.5559
1965	11/30/23	UNIFORM ITEMS.	91.88				M CLOTHING EXPENSE	10.70.225.38.5812
1965	11/30/23	REPLACED 2 TIRES ON FIRE	783.60				M VEHICLE MAINTENANCE	10.50.321.14.5541
1965	11/30/23	STEEL TOE BOOTS FOR NEW	102.50				M PROTECTIVE CLOTH	90.70.802.38.5813
1965	11/30/23	NO PHOTOGRAPHY STICKERS	53.01				M OUTSIDE PRINTING	60.60.415.04.5120
1965	11/30/23	LAGERS SHERATON	254.86				M TRAINING TRAVEL	10.25.011.06.5210
1965	11/30/23	HEADWORKS- SOLENOID VALVE	2,604.80				M MINOR EQUIPMENT	92.70.902.18.5601
1965	11/30/23	FIRE GAS METER BATTERIES	28.52				M EQUIPMENT SUPPLIES	10.50.301.04.5017
1965	11/30/23	DUCT TAPE FOR PUMPHOUSE	20.44				M BUILDING MAINTENANCE	61.60.458.14.5571

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1965	11/30/23	TOOLS FOR TRUCK 305	47.56					M SMALL TOOLS	60.60.420.04.5018
1965	11/30/23	FIRE STATION SUPPLIES	64.98					M STATION SUPPLIES	10.50.301.04.5020
1965	11/30/23	OIL CHANGE, TIRE ROTATIO	399.63					M VEHICLE MAINTENA	10.50.300.14.5541
1965	11/30/23	FIRE WATER FILTER	50.99					M EQUIPMENT SUPPLI	10.50.301.04.5017
1965	11/30/23	TOURISM COORDINATOR 2ND	21.80					M MISCELLANEOUS EX	10.20.031.38.5989
1965	11/30/23	LAGERS ANNUAL MEETING	382.29					- M CITY-WIDE TRAINI	10.25.011.06.5259
1965	11/30/23	HYDRAULIC FITTINGS FOR D	1,829.44					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	ORP PROBES FOR STOCK AND	3,265.98					M MAINTENANCE SUPP	92.70.902.04.5009
1965	11/30/23	FIRE OIL DRY BUCKETS-2	9.96					M EQUIPMENT SUPPLI	10.50.301.04.5017
1965	11/30/23	HOLE PUNCH	5.93					M MAINTENANCE MATE	60.60.420.04.5009
1965	11/30/23	FIRE SAW PULL HANDLE	20.99					M EQUIPMENT SUPPLI	10.50.301.04.5017
1965	11/30/23	3 WIRE FLOATS FOR STOCK	628.27					M MAINTENANCE SUPP	92.70.902.04.5009
1965	11/30/23	TONER FOR RECORDS PRINTE	110.02					M GENERAL SUPPLIES	10.40.500.04.5001
1965	11/30/23	TWINAX CABLE 2 FOR DNA C	66.73					M MINOR COMPUTER E	10.90.132.18.5605
1965	11/30/23	MOBILTICKET PAPER	83.50					M GENERAL SUPPLIES	10.40.500.04.5001
1965	11/30/23	HEATING ELEMENT FOR FOOD	51.45					M CONCESSION	61.60.458.04.5007
1965	11/30/23	CREDIT VOUCHER DISCOUNT	1,194.09	CR				M VEHICLE MAINTENA	10.70.201.14.5541
1965	11/30/23	CONCRETE FOR HYDRANT BAC	231.22					M MAINS & LINES MA	90.70.801.14.5532
1965	11/30/23	FITTING FOR TRUCK #710.	8.25					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	STREET SIGNS.	210.00					M STREET SIGNS	50.75.607.14.5641
1965	11/30/23	HEATER FOR WELL #11	24.62					M WELLFIELD MAINTA	90.70.802.14.5535
1965	11/30/23	PATROL UNIT WIPER BLADES	215.05					M VEHICLE MAINTENA	10.40.500.14.5541
1965	11/30/23	MAPS FOR SNOW ROUTES.	86.16					M GENERAL SUPPLIES	10.70.225.04.5001
1965	11/30/23	WWT UNIFORM CLOTHING	28.95					- M CLOTHING EXPENSE	92.70.901.38.5812
1965	11/30/23	LUNCH FOR WORKING LIMB Y	28.25					M MISCELLANEOUS EX	10.70.225.38.5989
1965	11/30/23	TWINAX CABLE 1 FOR DNA C	66.73					M MINOR COMPUTER E	10.90.132.18.5605
1965	11/30/23	WIPER BLADES STOCK	44.00					M VEHICLE MAINTENA	10.40.500.14.5541
1965	11/30/23	BOXES FOR HR & ADMIN REC	71.88					M GENERAL SUPPLIES	10.20.001.04.5001
1965	11/30/23	PARKING FOR THE MPR CONF	20.00					M TRAINING TRAVEL	10.25.011.06.5210
1965	11/30/23	VEHICLE CLEANING SUPPLIE	35.18					M VEHICLE MAINTENA	10.40.500.14.5541
1965	11/30/23	BRYCE PROTECTIVE	174.43					M PROTECTIVE CLOTH	92.70.901.38.5813
1965	11/30/23	FITTING FOR TRUCK #710.	7.90					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	SPACE HEATER FOR RESTROO	27.88					M SMALL TOOLS	60.60.420.04.5018
1965	11/30/23	LUG NUTS FOR FORD ESCAPE	51.00					M VEHICLE MAINTENA	10.70.201.14.5541
1965	11/30/23	SPARE LAPTOP CHARGERS.	32.78					M MINOR COMPUTER E	10.90.132.18.5605
1965	11/30/23	MINI TRUCK SPARK PLUGS	36.65					M VEHICLE MAINTENA	92.70.902.14.5541
1965	11/30/23	PLUMBING SUPPLIES	151.72					M MAINTENANCE MATE	65.60.491.04.5009
1965	11/30/23	KEURIG COFFEE WATER FILT	10.99					M GENERAL SUPPLIES	90.70.801.04.5001
1965	11/30/23	TARP GUARDS AND SIDE BRA	51.34					M VEHICLE MAINTENA	90.70.801.14.5541
1965	11/30/23	TARP GUARDS AND SIDE BRA	51.33					M VEHICLE MAINTENA	92.70.901.14.5541
1965	11/30/23	LUNCH N LEARN MEAL FOR G	77.00					M CITY-WIDE TRAINI	10.25.011.06.5259
1965	11/30/23	FITTINGS FOR TRUCK #710.	70.50					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	FIFTY-FOOT HDMI VIDEO CA	199.99					M MAINTENANCE MATE	65.60.491.04.5009
1965	11/30/23	TIRE BILL WITH TAX REFUN	1,194.09					M VEHICLE MAINTENA	10.70.201.14.5541
1965	11/30/23	AWWA STREAMING MEMBERSHI	240.00					M TRAINING COSTS	90.70.802.06.5259
1965	11/30/23	ICE FOR EXECUTIVE FORUM	24.95					M GENERAL SUPPLIES	65.60.491.04.5001
1965	11/30/23	DRB200 ADAPTER SLEEVES A	571.52					M LAB SUPPLIES	92.70.902.04.5014
1965	11/30/23	OFFICE SUPPLIES	75.28					M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	BLACK SPRAY PAINT	7.50					M MISC EQUIPMENT M	90.70.801.14.5559
1965	11/30/23	BLACK SPRAY PAINT	7.49					M MISC EQUIPMENT M	92.70.901.14.5559

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1965	11/30/23	TRUCK #181 BUSHINGS ,TAR	28.64					M VEHICLE MAINTENA	90.70.801.14.5541
1965	11/30/23	TRUCK #181 BUSHINGS ,TAR	28.64					M VEHICLE MAINTENA	92.70.901.14.5541
1965	11/30/23	GRINDING WHEEL FOR MOWER	34.99					M MISC EQUIPMENT M	60.60.420.14.5559
1965	11/30/23	ROOF MOUNT STROBE LIGHT	241.23					M VEHICLE MAINTENA	90.70.801.14.5541
1965	11/30/23	4 NEW 6 FOOT POWER STRIP	35.92					- M FACILITIES MAINT	10.70.221.14.5572
1965	11/30/23	TIRES FOR ESCAPE	1,115.44					M VEHICLE MAINTENA	10.70.201.14.5541
1965	11/30/23	TRUCK #181 TARP PIPE	28.42					M VEHICLE MAINTENA	90.70.801.14.5541
1965	11/30/23	TRUCK #181 TARP PIPE	28.42					M VEHICLE MAINTENA	92.70.901.14.5541
1965	11/30/23	SEWER LID FOR KANSAS ST	144.00					M MAINS & LINES MA	92.70.901.14.5532
1965	11/30/23	MONTHLY SERVICE FEE	20.00					M MISCELLANEOUS FE	65.60.491.08.5399
1965	11/30/23	SPECTRUM	77.36					M INTERNET SERVICE	10.90.132.08.5304
1965	11/30/23	RAIN JACKET FOR BRYCE	9.99					M PROTECTIVE CLOTH	92.70.901.38.5813
1965	11/30/23	TRUCK 306 SIDE DOOR	24.99					M LANDSCAPING	60.60.420.14.5583
1965	11/30/23	UNIFORM ITEM.	78.00					M CLOTHING EXPENSE	10.70.225.38.5812
1965	11/30/23	FIRE #624 RELIEF VALVE	16.90					M VEHICLE MAINTENA	10.50.311.14.5541
1965	11/30/23	WORK PANTS	44.97					M CLOTHING EXPENSE	61.60.458.38.5812
1965	11/30/23	UNIFORM ITEM.	44.99					M CLOTHING EXPENSE	10.70.225.38.5812
1965	11/30/23	MUCK BOOTS (PROTECTIVE)	120.00					M PROTECTIVE CLOTH	90.70.801.38.5813
1965	11/30/23	WELDING GAS	48.23					M SMALL TOOLS	60.60.420.04.5018
1965	11/30/23	METAL FOR BARRICADE LEGS	51.64					M MISC EQUIPMENT M	90.70.801.14.5559
1965	11/30/23	METAL FOR BARRICADE LEGS	51.63					M MISC EQUIPMENT M	92.70.901.14.5559
1965	11/30/23	EXAM FEE DS3	51.25					M REGISTRATION FEE	90.70.801.06.5251
1965	11/30/23	PROPANE TANK EXCHANGE FO	21.98					M MISCELLANEOUS EX	92.70.901.38.5989
1965	11/30/23	PROTECTIVE CLOTHES	112.00					M PROTECTIVE CLOTH	90.70.801.38.5813
1965	11/30/23	GATE PUCKS.	321.27					M GENERAL SUPPLIES	92.70.902.04.5001
1965	11/30/23	REPLACEMENT NOZZLE FOR F	325.63					M WATER PLANT MAIN	90.70.802.14.5534
1965	11/30/23	MUFFLER CLAMP	2.10					M MISC EQUIPMENT M	90.70.801.14.5559
1965	11/30/23	MUFFLER CLAMP	2.10					M MISC EQUIPMENT M	92.70.901.14.5559
1965	11/30/23	OIL CHANGE	84.80					M VEHICLE MAINTENA	10.60.482.14.5541
1965	11/30/23	PROBLEMS WITH FRONT BRAK	1,258.79					M VEHICLE MAINTENA	10.50.311.14.5541
1965	11/30/23	CARPET RUNNER	79.80					M WATER PLANT MAIN	90.70.802.14.5534
1965	11/30/23	DUCT TAPE	12.99					M SMALL TOOLS	90.70.801.04.5018
1965	11/30/23	DUCT TAPE	12.99					M SMALL TOOLS	92.70.901.04.5018
1965	11/30/23	SHOP COOKOUT SUPPLIES	182.73					M MISCELLANEOUS EX	92.70.901.38.5989
1965	11/30/23	SHOP COOKOUT SUPPLIES	182.72					M MISCELLANEOUS EX	90.70.801.38.5989
1965	11/30/23	STREET SIGNS.	84.15					M STREET SIGNS	50.75.607.14.5641
1965	11/30/23	BACKGROUND CHECK SUBSCRI	60.77					M RECREATION SUPPL	61.60.458.04.5004
1965	11/30/23	PIZZA FOR YEARS END	238.12					M GRANT SUPPLIES	67.20.061.04.5054
1965	11/30/23	BEARING FOR ZERO TURN MO	165.08					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	COLD PATCH FOR STREET RE	104.10					M MAINS & LINES MA	90.70.801.14.5532
1965	11/30/23	UNIFORM ITEM.	60.49					M CLOTHING EXPENSE	10.70.225.38.5812
1965	11/30/23	TRAVIS PROTECTIVE	80.00					M PROTECTIVE CLOTH	92.70.901.38.5813
1965	11/30/23	UNIFORM ITEM.	31.88					M CLOTHING EXPENSE	10.70.225.38.5812
1965	11/30/23	SMALL TOOLS, SAW ALL BLA	11.48					M MAINS & LINES MA	90.70.801.14.5532
1965	11/30/23	SMALL TOOLS, SAW ALL BLA	14.48					M MAINS & LINES MA	90.70.801.14.5532
1965	11/30/23	SMALL TOOLS, SAW ALL BLA	109.00					M MINOR EQUIPMENT	90.70.801.18.5601
1965	11/30/23	SMALL TOOLS, SAW ALL BLA	19.98					M MAINS & LINES MA	90.70.801.14.5532
1965	11/30/23	TENT FOR LIBERTY ARTS CO	891.67					M OTHER FEES-ARTS	67.20.061.08.5389
1965	11/30/23	REPLACEMENT CLEANING RAG	12.76					M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	FIRE PROMOTIONAL CEREMON	53.99					M FOOD	10.50.300.04.5013

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1965	11/30/23	LABELS AND COLORED CIRCL	13.72					M GENERAL SUPPLIES	65.60.491.04.5001
1965	11/30/23	UNIFORM CLOTHING	50.00				-	M PROTECTIVE CLOTH	90.70.801.38.5813
1965	11/30/23	SUPPLIES AND TOOLS FOR O	277.50					M MISC EQUIPMENT	90.70.802.14.5559
1965	11/30/23	9X12 ENVELOPES FOR SPONS	19.69					M MISCELLANEOUS FE	61.60.458.08.5399
1965	11/30/23	ANTHONY CLOTHING	81.50					M CLOTHING EXPENSE	90.70.801.38.5812
1965	11/30/23	SOLENOID VALVE- HEADWORK	3,297.45					M MINOR EQUIPMENT	92.70.902.18.5601
1965	11/30/23	REPLACEMENT OF SOFT STAR	5,992.71					M WELLFIELD MAINTEN	90.70.802.14.5535
1965	11/30/23	TOOLBOX PART	22.51					M MAINTENANCE MATE	65.60.491.04.5009
1965	11/30/23	PUMP SPRAYER FOR SHOP.	20.99					M GENERAL SUPPLIES	10.70.225.04.5001
1965	11/30/23	HSP TROUBLE SHHOTING	366.00					M WATER PLANT MAIN	90.70.802.14.5534
1965	11/30/23	WREATH FOR VETERANS DAY.	300.00					M RECREATION SUPPL	60.60.415.04.5004
1965	11/30/23	NEW ICE MAKER FOR KITCHEN	1,166.22					M MINOR EQUIPMENT	65.60.491.18.5601
1965	11/30/23	NEW ICE MAKER FOR KITCHEN	1,166.22					M MINOR EQUIPMENT	10.60.483.18.5601
1965	11/30/23	ELEC. CONDUIT	146.96					M BUILDING MAINTEN	90.70.801.14.5571
1965	11/30/23	ELEC. CONDUIT	146.96					M BUILDING MAINTEN	92.70.901.14.5571
1965	11/30/23	STEEL FOR TRAILER REPAIR	215.00					M MISC EQUIPMENT	60.60.420.14.5559
1965	11/30/23	ICE	20.61				M	GENERAL SUPPLIES	65.60.491.04.5001
1965	11/30/23	A FRAME SIGNS FOR HOWL-O	69.48					M OUTSIDE PRINTING	60.60.415.04.5120
1965	11/30/23	FIRE #613 ANTIFREEZE	35.97					M VEHICLE SUPPLIES	10.50.301.04.5006
1965	11/30/23	NEW DESK MONITOR.	129.99					M GENERAL SUPPLIES	92.70.902.04.5001
1965	11/30/23	PARTS FOR ICE MAKER	28.25					M MAINTENANCE MATE	65.60.491.04.5009
1965	11/30/23	PARTS FOR ICE MAKER	28.25					M MINOR EQUIPMENT	10.60.483.18.5601
1965	11/30/23	TREE @ WELCH ON MARVEL L	900.00					M TREE MAINTENANCE	60.60.420.14.5574
1965	11/30/23	PVC PIPE AND FITTINGS.	20.59					M GENERAL SUPPLIES	10.70.225.04.5001
1965	11/30/23	JANITORIAL SUPPLIES	761.90					M GENERAL SUPPLIES	92.70.902.04.5001
1965	11/30/23	JACKSON CLOTHING AND PRO	129.99					M PROTECTIVE CLOTH	90.70.801.38.5813
1965	11/30/23	JACKSON CLOTHING AND PRO	74.38					M CLOTHING EXPENSE	90.70.801.38.5812
1965	11/30/23	HEADLIGHT BULB REPLACEME	25.77					M VEHICLE MAINTENANCE	10.40.500.14.5541
1965	11/30/23	ICE WHEN MACHINE BROKE	14.97					M MISCELLANEOUS FE	10.60.483.08.5399
1965	11/30/23	FRONT END ALIGNMENT FOR	85.00					M VEHICLE MAINTENANCE	10.70.225.14.5541
1965	11/30/23	UNIFORM SHIRTS FOR ME AN	140.00					M CLOTHING EXPENSE	90.70.802.38.5812
1965	11/30/23	COPPER SULFATE INHIBITOR	17.47					M LAB SUPPLIES	92.70.902.04.5014
1965	11/30/23	REPLACEMENT VACUUM FOR D	129.98					M WATER PLANT MAIN	90.70.802.14.5534
1965	11/30/23	REAGENT #9	19.78				M	CHEMICALS	65.60.491.04.5010
1965	11/30/23	LIME HOSE	546.85				M	WATER PLANT MAIN	90.70.802.14.5534
1965	11/30/23	SUPPLIES FOR IT BOOTH AT	19.49					M GENERAL SUPPLIES	10.90.132.04.5001
1965	11/30/23	BATTERY TENDER FOR BILLY	9.99					M VEHICLE MAINTENANCE	10.70.225.14.5541
1965	11/30/23	BRAKE PADS FOR TRUCK #70	152.94					M VEHICLE MAINTENANCE	10.70.225.14.5541
1965	11/30/23	CDL THEORY CLASS JACKSON	199.00					M REGISTRATION FEE	90.70.801.06.5251
1965	11/30/23	PORTA-POTTY RENTALS FOR	600.00					M HOMETOWN HOLIDAY	67.20.061.38.5809
1965	11/30/23	BACKHOE TEETH	137.19				M	MISC EQUIPMENT	60.60.420.14.5559
1965	11/30/23	SUPERVISION OF INVESTIGA	900.00					M REGISTRATION FEE	69.40.501.06.5251
1965	11/30/23	SUPPLIES FOR IT BOOTH AT	115.24					M GENERAL SUPPLIES	10.90.132.04.5001
1965	11/30/23	PSHRA KC CHAPTER MEMBERS	170.00					M MEMBERSHIP DUES	10.25.011.38.5811
1965	11/30/23	MOTOR OIL FOR STOCK.	107.88					M VEHICLE MAINTENANCE	10.70.225.14.5541
1965	11/30/23	OIL FUEL FOR WEED EATER	22.30				-	M FACILITIES MAINT	10.70.221.14.5572
1965	11/30/23	HOT CHOCOLATE AND LEMONADE	51.60					M PROGRAM SUPPLIES	10.60.483.04.5099
1965	11/30/23	CLINT- PROTECTIVE CLOTHI	29.99					M PROTECTIVE CLOTH	92.70.902.38.5813
1965	11/30/23	CLINT- PROTECTIVE CLOTHI	108.14					M PROTECTIVE CLOTH	92.70.902.38.5813
1965	11/30/23	FOLDERS FOR COURT	49.86					M GENERAL SUPPLIES	10.20.131.04.5001

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1965	11/30/23	FOLDERS, PENCILS,PENS FO	100.57					M GENERAL SUPPLIES	10.20.131.04.5001
1965	11/30/23	CEU WEBINARS	105.00					M REGISTRATION FEE	61.60.458.06.5251
1965	11/30/23	OIL FOR 2 TON VEH 123	36.95					M VEHICLE MAINTENA	90.70.801.14.5541
1965	11/30/23	HOTEL STAY DURING NEOGOV	500.00					M TRAINING TRAVEL	10.25.011.06.5210
1965	11/30/23	HOTEL STAY DURING NEOGOV	14.00					M A/R REIMBURSEABL	10.1405
1965	11/30/23	UNIFORM ITEM.	179.98					M CLOTHING EXPENSE	10.70.225.38.5812
1965	11/30/23	*2024 BUDGET* INTERDICTI	897.00					M REGISTRATION FEE	10.40.500.06.5251
1965	11/30/23	USSSA CONFERENCE - FLIGH	25.00					M TRAINING TRAVEL	60.60.415.06.5210
1965	11/30/23	PARTY PACKAGE	95.00					M BIRTHDAY PARTIES	65.60.417.08.8805
1965	11/30/23	TARP FOR KUBOTA MEMBRANE	240.47					M MAINTENANCE SUPP	92.70.902.04.5009
1965	11/30/23	USSSA CONFERENCE - FLIGH	25.00					M TRAINING TRAVEL	60.60.415.06.5210
1965	11/30/23	BITS FOR DRILL.	19.46					M MISCELLANEOUS EX	10.70.225.38.5989
1965	11/30/23	OFFICE SUPPLIES FOR THE	39.55					M GENERAL SUPPLIES	92.70.902.04.5001
1965	11/30/23	FOR 2024 BUDGET - IACP C	500.00					M TRAINING TRAVEL	10.40.500.06.5210
1965	11/30/23	LAB SUPPLIES	262.72					M LAB SUPPLIES	90.70.802.04.5014
1965	11/30/23	DRESS HAT FOR CAPT. MULC	96.50					M CLOTHING EXPENSE	10.40.500.38.5812
1965	11/30/23	JB WELD	44.88					M GENERAL SUPPLIES	92.70.901.04.5001
1965	11/30/23	UPS BATTERY NEEDED FOR R	313.99					M MINOR EQUIPMENT	10.90.132.18.5601
1965	11/30/23	UNIFORM CLOTHING	81.78					- M PROTECTIVE CLOTH	90.70.801.38.5813
1965	11/30/23	CUTTING FEE FOR HOMETOWN	60.00CR					M HOMETOWN HOLIDAY	67.20.061.38.5809
1965	11/30/23	USSSA CONFERENCE - FLIGH	539.95					M TRAINING TRAVEL	60.60.415.06.5210
1965	11/30/23	CD FILE FOLDERS	33.98					M GENERAL SUPPLIES	10.40.500.04.5001
1965	11/30/23	SHELVES, AND PLUMBING SU	336.18					M WATER PLANT MAIN	90.70.802.14.5534
1965	11/30/23	RECEPTACLE COVERS	0.88					M MISC EQUIPMENT M	90.70.802.14.5559
1965	11/30/23	***2024 BUDGET*** M	795.00					M REGISTRATION FEE	69.40.501.06.5251
1965	11/30/23	DESKS FOR NEW WORKSTATIO	487.97					M WATER PLANT MAIN	90.70.802.14.5534
1965	11/30/23	GALLON SPRAYER	11.96					M GENERAL SUPPLIES	92.70.901.04.5001
1965	11/30/23	ANIMAL CONTROL LUNCH AND	75.99					M CITY-WIDE TRAINI	10.25.011.06.5259
1965	11/30/23	CONCRETE FOR BATTING CAG	206.22					M BUILDING IMPROVE	61.60.458.36.7402
1965	11/30/23	WHITEBOARD FOR MPRA	170.58					M GENERAL SUPPLIES	60.60.415.04.5001
1965	11/30/23	EXTRA MAKE MUSIC DAY T-S	11.75					M MAKE MUSIC DAY-S	67.20.061.04.5072
1965	11/30/23	CONCRETE FOR BUCKINHAM S	251.75					M MAINS & LINES MA	92.70.901.14.5532
1965	11/30/23	SUPPLIES	12.68					- M CHILD CARE PROGR	65.60.417.08.8701
1965	11/30/23	SUPPLIES	38.04					- M OTHER TRAINING	60.60.415.06.5259
1965	11/30/23	UNIFORM ITEM.	52.50					M CLOTHING EXPENSE	10.70.225.38.5812
1965	11/30/23	3RD FLOOR REMODEL MATERI	139.54					M FACILITIES MAINT	10.70.221.14.5572
1965	11/30/23	LANDSCAPE BORDER	1,144.50					M LANDSCAPING	52.60.420.14.5583
1965	11/30/23	MAINTENANCE SUPPLIES	38.59					M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	LAS VEGAS - RIDE FROM HO	28.76					M TRAINING TRAVEL	10.25.011.06.5210
1965	11/30/23	BACKRACK TOOLBOX BRACKET	68.00					M VEHICLE MAINTENA	90.70.801.14.5541
1965	11/30/23	OIL FILTERS FOR BILLY GO	31.58					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	BATTERY AND SERVICE FOR	114.86					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	SHOP SUPPLIES	7.99					- M FACILITIES MAINT	10.70.221.14.5572
1965	11/30/23	CABLE REPAIR PARTS	11.97					M MISC EQUIPMENT M	92.70.901.14.5559
1965	11/30/23	PAT MCCARTHY'S STREET CR	1,200.00					M REGISTRATION FEE	10.40.500.06.5251
1965	11/30/23	GENERAL SUPPLIES	14.36					M GENERAL SUPPLIES	92.70.902.04.5001
1965	11/30/23	PAINTERS TAPE FOR PARKIN	32.53					M BUILDING MAINTEN	60.60.420.14.5571
1965	11/30/23	SHEET PROTECTORS AND PEN	26.69					M GENERAL SUPPLIES	10.40.500.04.5001
1965	11/30/23	POTTING SOIL FOR RAILWAY	59.95					M LANDSCAPING	52.60.420.14.5583
1965	11/30/23	NEW IRRIGATION HEADS	480.95					M GROUNDS/LANDSCAP	61.60.458.14.5575

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CARD CENTER		007674						
1965	11/30/23	SUPPLIES FOR IT BOOTH AT	30.99				M GENERAL SUPPLIES	10.90.132.04.5001
1965	11/30/23	HIGH PRESSURE HOSE ASSEM	556.74				M MISC EQUIPMENT	M 92.70.901.14.5559
1965	11/30/23	UNIFORM ITEM.	90.63				M CLOTHING EXPENSE	10.70.225.38.5812
1965	11/30/23	WIRE TIES	41.96				M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	COPIES OF KEYS MADE FOR	5.97				M GENERAL SUPPLIES	10.40.500.04.5001
1965	11/30/23	PARTS FOR LIME HOSE CONV	177.26				M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	BORDER	616.00				M LANDSCAPING	52.60.420.14.5583
1965	11/30/23	BOOT RESOLE.	109.20				M PROTECTIVE CLOTH	90.70.801.38.5813
1965	11/30/23	DEF FOR TRUCK #710.	13.99				M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	TRUCK 138 FACTORY TIRE S	485.20				M VEHICLE MAINTENA	90.70.801.14.5541
1965	11/30/23	LEE CHEMICAL BAGS	1,792.92				M LAB SUPPLIES	90.70.802.04.5014
1965	11/30/23	BASEMENT SUPPLIES	89.94				M FACILITIES MAINT	10.70.221.14.5572
1965	11/30/23	POWER STRIPS FOR PUBLIC	26.54				M FACILITIES MAINT	10.70.221.14.5572
1965	11/30/23	PARTS FOR LIME HOSE CONV	44.18				M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	UNIFORM ITEM.	48.74				M CLOTHING EXPENSE	10.70.225.38.5812
1965	11/30/23	DRILL BITS AND FITTINGS	91.81				M GENERAL SUPPLIES	10.70.225.04.5001
1965	11/30/23	ACO AND OFFICE SUPPLIES	187.22				M GENERAL SUPPLIES	10.20.051.04.5001
1965	11/30/23	MEETING SUPPLIES	50.00				- M MEETING EXPENSE	10.30.130.38.5803
1965	11/30/23	MEETING SUPPLIES	65.16				- M MEETING EXPENSE	10.90.132.38.5803
1965	11/30/23	PAD LOCKS AND KEYS.	187.50				M GENERAL SUPPLIES	10.70.225.04.5001
1965	11/30/23	PARTS FOR LIME HOSE CONV	69.75				M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	LAS VEGAS - RIDE FROM AI	20.96				M TRAINING TRAVEL	10.25.011.06.5210
1965	11/30/23	BRAKE LINE TRUCK 311	253.50				M VEHICLE MAINTENA	61.60.458.14.5541
1965	11/30/23	CRONIN FAA DRONE PILOT T	175.00				M MISCELLANEOUS FE	10.40.500.08.5399
1965	11/30/23	FIRE #626 PREV. MAINT.	496.43				M VEHICLE MAINTENA	10.50.311.14.5541
1965	11/30/23	HISTORY PANEL UPDATES FO	74.10				M SITE WAYFINDING	67.20.061.38.5853
1965	11/30/23	VET CARE FOR TWO SHELTER	260.26				M RESERVE-ANIMAL S	10.2408
1965	11/30/23	OFFICE SUPPLIES	61.93				M GENERAL SUPPLIES	92.70.902.04.5001
1965	11/30/23	MACK TARP PARTS	124.83				M VEHICLE MAINTENA	90.70.801.14.5541
1965	11/30/23	MACK TARP PARTS	124.82				M VEHICLE MAINTENA	92.70.901.14.5541
1965	11/30/23	CONDUIT	400.51				M BUILDING MAINTEN	90.70.801.14.5571
1965	11/30/23	CONDUIT	400.51				M BUILDING MAINTEN	92.70.901.14.5571
1965	11/30/23	FIRE PROMOTIONAL CEREMON	53.99				M FOOD	10.50.300.04.5013
1965	11/30/23	CONDUIT COUPLING	5.12				M BUILDING MAINTEN	90.70.801.14.5571
1965	11/30/23	CONDUIT COUPLING	5.12				M BUILDING MAINTEN	92.70.901.14.5571
1965	11/30/23	FITTINGS, LIME SILO	58.92				M WATER PLANT MAIN	90.70.802.14.5534
1965	11/30/23	COVERT RADIO EARPIECE RE	27.95				M MINOR EQUIPMENT	10.40.500.18.5601
1965	11/30/23	PURCHASED SUPPLIES FOR E	12.55				M NPDES EXPENSES	50.77.653.08.7522
1965	11/30/23	GENERAL SUPPLIES	388.09				M MAINTENANCE MATE	65.60.491.04.5009
1965	11/30/23	BATTERY TESTER	24.76				M VEHICLE MAINTENA	10.50.301.14.5541
1965	11/30/23	CONCRETE FOR BATTING CAG	625.15				M BUILDING IMPROVE	61.60.458.36.7402
1965	11/30/23	VERIZON CONNECT	38.00				M INTERNET SERVICE	10.90.132.08.5304
1965	11/30/23	PAINT SUPPLIES FOR THE S	14.10				M BUILDING MAINTEN	60.60.420.14.5571
1965	11/30/23	SAKRETE FOR ANCHOR BLOC	54.60				M MAINS & LINES MA	90.70.801.14.5532
1965	11/30/23	REPLACEMENT HEADSET FOR	25.60				M GENERAL SUPPLIES	10.40.500.04.5001
1965	11/30/23	NEW BATTERY FOR UNIT 224	125.58				M VEHICLE MAINTENA	10.40.502.14.5541
1965	11/30/23	SUPPLIES FOR STOCKSDALE	63.13				M EQUIPMENT-CHARIT	60.60.415.36.7201
1965	11/30/23	NEW HEADSET FOR NEW HIRE	84.59				M GENERAL SUPPLIES	10.40.500.04.5001
1965	11/30/23	TOURNIQUETS	268.60				M MINOR EQUIPMENT	10.40.500.18.5601
1965	11/30/23	SUPERVISOR CLASS	211.00				M TRAINING COSTS	90.70.802.06.5259

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1965	11/30/23	WASHERS GAME REPAIR FOR	13.52					M RECREATION SUPPL	60.60.415.04.5004
1965	11/30/23	FUNNELS FOR VEHICLE MAIN	8.34					M VEHICLE MAINTENA	92.70.902.14.5541
1965	11/30/23	OBDSII CODE READER FOR VE	11.75					M MINOR EQUIPMENT	10.40.500.18.5601
1965	11/30/23	VOLVO FILTERS	100.37					M VEHICLE MAINTENA	90.70.801.14.5541
1965	11/30/23	VOLVO FILTERS	100.36					M VEHICLE MAINTENA	92.70.901.14.5541
1965	11/30/23	DOG PARK MAINTENANCE SUP	55.68					M EQUIPMENT-CHARIT	60.60.415.36.7201
1965	11/30/23	SPORTSMANSHIP COINS	463.48					M RECREATION SUPPL	61.60.458.04.5004
1965	11/30/23	PUP CUP SUPPLIES FOR HOW	29.80					M RECREATION SUPPL	60.60.415.04.5004
1965	11/30/23	ELECTRIC HEATER	39.99					M BUILDING MAINTEN	92.70.901.14.5571
1965	11/30/23	ELECTRIC HEATER	39.99					M BUILDING MAINTEN	90.70.801.14.5571
1965	11/30/23	JB WELD STICKS FOR MANHO	14.96					M GENERAL SUPPLIES	92.70.901.04.5001
1965	11/30/23	REPLACEMENT PUSH TO TALK	299.99					M GENERAL SUPPLIES	10.40.500.04.5001
1965	11/30/23	CLEANER AND FENCE PARTS	60.26					M EQUIPMENT-CHARIT	60.60.415.36.7201
1965	11/30/23	OFFICE SUPPLIES	30.56					- M GENERAL SUPPLIES	10.70.201.04.5001
1965	11/30/23	OFFICE SUPPLIES	30.56					- M GENERAL SUPPLIES	10.80.153.04.5001
1965	11/30/23	PARTS TO FIX FLUSH SINK	31.65					M BUILDING MAINT S	10.20.051.04.5008
1965	11/30/23	FIRE MAINT. MATERIALS	78.82					M MAINTENANCE MATE	10.50.301.04.5009
1965	11/30/23	GIFT CARDS FOR COSTUME C	150.00					M RECREATION SUPPL	60.60.415.04.5004
1965	11/30/23	NEW TIRE INSTALL FOR MIN	44.00					M GENERAL SUPPLIES	92.70.902.04.5001
1965	11/30/23	SNACKS FOR ER NURSES WEE	75.94					M GENERAL SUPPLIES	10.50.300.04.5001
1965	11/30/23	PARKING AT CROWN CENTER	14.00					M TRAINING TRAVEL	10.80.151.06.5210
1965	11/30/23	DOUBLE SIDED TAPE	9.98					M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	CUTTING FEE FOR HOMETOWN	80.00					M HOMETOWN HOLIDAY	67.20.061.38.5809
1965	11/30/23	IRRIGATION SUBSCRIPTION	25.00					M GROUNDS/LANDSCAP	61.60.458.14.5575
1965	11/30/23	OFFICE SUPPLIES	29.06					M GENERAL SUPPLIES	90.30.133.04.5001
1965	11/30/23	OFFICE SUPPLIES	29.06					M GENERAL SUPPLIES	92.30.134.04.5001
1965	11/30/23	OFFICE SUPPLIES	29.07					M GENERAL SUPPLIES	10.30.130.04.5001
1965	11/30/23	PARKING FEES FOR STATE P	25.00					M TRAINING TRAVEL	10.80.151.06.5210
1965	11/30/23	RADIATOR CAP FOR TRUCK #	7.67					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	PARKING FEES FOR SECOND	13.00					M TRAINING TRAVEL	10.80.151.06.5210
1965	11/30/23	EXTRA SIGN FOR HOWL-O-WE	32.58					M RECREATION SUPPL	60.60.415.04.5004
1965	11/30/23	PLUMBING SUPPLIES	7.27					M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	TRUCK 310 REPAIR	61.09					M VEHICLE MAINTENA	60.60.420.14.5541
1965	11/30/23	MACHINE DID NOT PROVIDE	25.00					M TRAINING TRAVEL	10.80.151.06.5210
1965	11/30/23	WHEELS FOR POWER WASHER.	95.96					M BUILDING MAINTEN	10.70.225.14.5571
1965	11/30/23	OCTOBER FITNESS CENTER M	28.95					M MISCELLANEOUS FE	65.60.491.08.5399
1965	11/30/23	FIRE #605 ANTIFREEZE	71.94					M VEHICLE SUPPLIES	10.50.301.04.5006
1965	11/30/23	GAGA BALL REPAIR	16.72					M GROUNDS MAINTENA	60.60.420.14.5575
1965	11/30/23	ISOPROPYL ALCOHOL FOR CL	19.90					M LAB SUPPLIES	92.70.902.04.5014
1965	11/30/23	ENVELOPES FOR THE FOUNDA	25.74					M CHARITABLE FUND	60.60.415.38.5802
1965	11/30/23	MAINT SUPPLIES	13.14					M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	NRPA CONFERENCE HOTEL BJ	770.64					M MEALS PER DIEM	60.60.415.06.5253
1965	11/30/23	METAL PIPE FOR SHOP.	25.14					M BUILDING MAINTEN	10.70.225.14.5571
1965	11/30/23	CROWN CENTER PARKING FRO	15.00					M TRAINING TRAVEL	10.80.151.06.5210
1965	11/30/23	PRUNING SAW	33.99					M LANDSCAPING	52.60.420.14.5583
1965	11/30/23	SELF TAPPING SCREWS	17.58					M MAINTENANCE SUPP	92.70.902.04.5009
1965	11/30/23	LUNCH FOR ANIMAL SHELTER	43.62					M CITY-WIDE TRAINI	10.25.011.06.5259
1965	11/30/23	NRPA CONFERENCE - AIRPOR	56.67					M TRAINING TRAVEL	60.60.415.06.5210
1965	11/30/23	TAXI FROM NPRA HOTEL FOR	69.90					M TRAINING TRAVEL	60.60.415.06.5210
1965	11/30/23	PAPERBACK COPY OF THE 20	135.00					M GENERAL SUPPLIES	10.50.321.04.5001

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1965	11/30/23	ADS FOR 2024 IN KC STUDI	990.00					M MAKE MUSIC DAY-S	67.20.061.04.5072
1965	11/30/23	WELLNESS ROOM EQUIPMENT	39.45					M MISCELLANEOUS EX	92.70.901.38.5989
1965	11/30/23	FIRE #624 TIRE REPAIR	229.93					M VEHICLE MAINTENA	10.50.311.14.5541
1965	11/30/23	PAINT AND PARTS FOR BEN	42.19					M MISC EQUIPMENT M	60.60.420.14.5559
1965	11/30/23	TIMER SWITCH FOR 626 BOX	29.98					M VEHICLE MAINTENA	10.50.300.14.5541
1965	11/30/23	BRASS FITTINGS	29.45					M BUILDING MAINTEN	90.70.801.14.5571
1965	11/30/23	BRASS FITTINGS	29.44					M BUILDING MAINTEN	92.70.901.14.5571
1965	11/30/23	LOCATING PROBES	230.84					M SMALL TOOLS	92.70.902.04.5018
1965	11/30/23	CAPS FOR WATER AND GAS L	59.80					M WATER PLANT MAIN	90.70.802.14.5534
1965	11/30/23	WASHER FLUID	39.48					M VEHICLE MAINTENA	10.40.501.14.5541
1965	11/30/23	DEPARTMENT PICNIC FOOD	1,496.12					M FOOD	10.50.300.04.5013
1965	11/30/23	COLILERT	1,723.82					M LAB SUPPLIES	90.70.802.04.5014
1965	11/30/23	SANDER AND SUPPLIES FOR	135.77					M FACILITIES MAINT	10.70.221.14.5572
1965	11/30/23	DRAIN PIPE	88.19					M BUILDING MAINTEN	90.70.801.14.5571
1965	11/30/23	DRAIN PIPE	88.18					M BUILDING MAINTEN	92.70.901.14.5571
1965	11/30/23	EXTENSION AND SWIVEL, SM	33.46					M SMALL TOOLS	92.70.902.04.5018
1965	11/30/23	BEARING PULLERS	197.40					M SMALL TOOLS	92.70.902.04.5018
1965	11/30/23	FIRE GARAGE DOOR REPAIR	5.46					M BUILDING MAINTEN	10.50.300.14.5571
1965	11/30/23	NRPA CONFERENCE CHECKED	30.00					M TRAINING TRAVEL	60.60.415.06.5210
1965	11/30/23	WORK GLOVES.	17.98					M PROTECTIVE CLOTH	10.70.225.38.5813
1965	11/30/23	RDS FOR DUTY PISTOLS TRA	400.00					M REGISTRATION FEE	10.40.500.06.5251
1965	11/30/23	PAINT FOR 3RD FLOOR	46.91					M FACILITIES MAINT	10.70.221.14.5572
1965	11/30/23	HDMI CABLES	35.18					M MINOR EQUIPMENT	10.90.132.18.5601
1965	11/30/23	NPA REPRESENTATION AT HE	84.12					M PROGRAM SUPPLIES	10.60.483.04.5099
1965	11/30/23	COMMERCIAL TOILET SEATS	133.72					M BUILDING MAINTEN	61.60.458.14.5571
1965	11/30/23	PAINTING SUPPLIES	67.76					M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	TV FOR ANIMAL CONTROL	479.99					M MINOR EQUIPMENT	10.90.132.18.5601
1965	11/30/23	FLUORIDE SAMPLE	11.98					M GENERAL SUPPLIES	90.70.802.04.5001
1965	11/30/23	CAD ENGAGE 2024 REG. 601	1,798.00					M TRAINING COSTS	10.50.315.06.5259
1965	11/30/23	FLASHLIGHTS	108.78					M SMALL TOOLS	92.70.902.04.5018
1965	11/30/23	IMPACT DRIVER	132.99					M SMALL TOOLS	60.60.420.04.5018
1965	11/30/23	MARKING PAINT FOR UDF	48.72					M MAINS & LINES MA	90.70.801.14.5532
1965	11/30/23	ANTIFREEZE FOR VEHICLE 1	19.99					M VEHICLE MAINTENA	92.70.902.14.5541
1965	11/30/23	FIRE PROMOTIONAL CEREMON	56.97					M FOOD	10.50.300.04.5013
1965	11/30/23	HELLO SIGN	20.00					M MISCELLANEOUS FE	65.60.491.08.5399
1965	11/30/23	TV FOR ANIMAL CONTROL	279.99					M MINOR EQUIPMENT	10.90.132.18.5601
1965	11/30/23	CHEMKEYS	300.37					M LAB SUPPLIES	90.70.802.04.5014
1965	11/30/23	PARTIAL USE OF 2022 HALL	240.00					M THEATER PROMOTIO	65.60.417.08.8810
1965	11/30/23	ANNUAL MEMBERSHIP DUES	215.00					M MEMBERSHIP DUES	10.50.300.38.5811
1965	11/30/23	NLEFIA MEMBERSHIP FEE -	50.00					M MEMBERSHIP DUES	10.40.500.38.5811
1965	11/30/23	CAP FED ADVERTISING INSE	930.80					M RECREATION SUPPL	61.60.458.04.5004
1965	11/30/23	FLASHLIGHTS	143.97					M SMALL TOOLS	92.70.902.04.5018
1965	11/30/23	TREE REMOVAL AT NASHUA T	950.00					M WATER TOWERS MAI	90.70.802.14.5537
1965	11/30/23	GRASS SEED FOR YARD REST	222.97					M STORM WATER MAIN	50.75.607.14.5663
1965	11/30/23	THE ACTUAL EXPENSE CODE	429.00					M COMPUTER EQUIPME	92.70.902.36.7202
1965	11/30/23	ANTI FREEZE FOR STREET S	11.99					M VEHICLE MAINTENA	10.70.225.14.5541
1965	11/30/23	ENDWALL FLASHING FOR SHO	239.58					M BUILDING MAINTEN	60.60.420.14.5571
1965	11/30/23	REBAR TIES	36.50					M MAINTENANCE MATE	60.60.420.04.5009
1965	11/30/23	BACKGROUND CHECKS.	450.00					- M CRIMINAL HISTORY	10.2474
1965	11/30/23	BACKGROUND CHECKS.	9.25					- M MISCELLANEOUS FE	10.30.130.08.5399

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1965	11/30/23	TRUCK 306 REPAIR	60.94					M VEHICLE MAINTENA	60.60.420.14.5541
1965	11/30/23	MISSOURI PARKS AND REC A	10.00					M REGISTRATION FEE	61.60.458.06.5251
1965	11/30/23	RED DOT SIGHTS FOR DUTY	400.00					M REGISTRATION FEE	10.40.500.06.5251
1965	11/30/23	PAINT FOR 3RD FLOOR	216.72					- M FACILITIES MAINT	10.70.221.14.5572
1965	11/30/23	FIRE STATION SUPPLIES	32.90					M STATION SUPPLIES	10.50.301.04.5020
1965	11/30/23	ISA RECERTIFICATION	230.00					M TRAINING COSTS	61.60.458.06.5259
1965	11/30/23	STRAW FOR YARD RESTORATI	112.80					M STORM WATER MAIN	50.75.607.14.5663
1965	11/30/23	GUTTER ENDCAPS	5.82					M LANDSCAPING	52.60.420.14.5583
1965	11/30/23	CREDIT VOUCHER AMZN MKTP	448.90	CR				M COMPUTER EQUIPME	92.70.902.36.7202
1965	11/30/23	UNIFORM ITEMS.	296.14					M CLOTHING EXPENSE	10.70.225.38.5812
1965	11/30/23	UNIT 229 REGISTRATION.	31.11					M VEHICLE MAINTENA	10.40.500.14.5541
1965	11/30/23	PART FOR CLAVALVE REPLAC	22.73					M WATER PLANT MAIN	90.70.802.14.5534
1965	11/30/23	HYDROGEN PEROXIDE FOR DI	72.63					M LAB SUPPLIES	92.70.902.04.5014
1965	11/30/23	NLEFIA MEMBERSHIP RECEIP	50.00					M REGISTRATION FEE	10.40.500.06.5251
1965	11/30/23	WATER FOR OFFICERS DURIN	19.90					M GENERAL SUPPLIES	10.40.500.04.5001
1965	11/30/23	FIRE TRUFUEL	13.96					M VEHICLE SUPPLIES	10.50.301.04.5006
1965	11/30/23	TAK LOADER OIL	26.24					M MISC EQUIPMENT M	90.70.801.14.5559
1965	11/30/23	TAK LOADER OIL	26.23					M MISC EQUIPMENT M	92.70.901.14.5559
1965	11/30/23	333G PARTS	63.44					M MISC EQUIPMENT M	60.60.420.14.5559
1965	11/30/23	APC BATTERY BACKUP	724.50					M MINOR COMPUTER E	10.90.132.18.5605
1965	11/30/23	BLADES FOR SEEDER.	176.10					M MISC EQUIPMENT M	60.60.420.14.5559
1965	11/30/23	NRPA CONFERENCE - TAXI F	70.70					M TRAINING TRAVEL	60.60.415.06.5210
1965	11/30/23	LAPTOP STAND-TONYA RSVP	23.99					M RSVP GRANT	65.60.491.04.5064
1965	11/30/23	SIGNS FOR WALL-OUTDOOR T	39.07					M OUTSIDE PRINTING	60.60.415.04.5120
1965	11/30/23	RDS FOR DUTY PISTOLS TRA	400.00					M REGISTRATION FEE	10.40.500.06.5251
1965	11/30/23	SHIPPING COST AND SUPPLI	26.73					M POSTAGE	10.40.512.38.5808
1965	11/30/23	RDS FOR DUTY PISTOLS TRA	400.00					M REGISTRATION FEE	10.40.500.06.5251
1965	11/30/23	NLEFIA MEMBERSHIP FEES -	50.00					M MEMBERSHIP DUES	10.40.500.38.5811
1965	11/30/23	100ML SAMPLE VESSELS	250.27					M LAB SUPPLIES	90.70.802.04.5014
1965	11/30/23	LIBERTY CHAMBER OF COMME	25.00					M MEETING EXPENSE	10.40.500.38.5803
1965	11/30/23	POLICE EVIDENCE ROOM SIN	106.70					M BUILDING MAINTEN	10.40.500.14.5571
1965	11/30/23	BOTTLED WATER FOR SHOP	33.42					M GENERAL SUPPLIES	92.70.901.04.5001
1965	11/30/23	BOTTLED WATER FOR SHOP	33.42					M GENERAL SUPPLIES	90.70.801.04.5001
1965	11/30/23	NLEFIA MEMBERSHIP FEE -	50.00					M MEMBERSHIP DUES	10.40.500.38.5811
			109,827.05		*CHECK TOTAL				
VENDOR TOTAL			109,827.05						



CITY COUNCIL ACTION REPORT

Meeting Date: December 18, 2023

A/R No.: 2023-815

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 (SECOND READING)

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, the 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, Sexton familiarized himself with the operations of the city-owned cemeteries and, with other Parks & Recreation staff, and found several changes that would be beneficial to the operations of the cemeteries.

The City staff recommends 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:
 1. 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:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Chapter 8 - Cemeteries - Final

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. 8-4. - 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 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 18, 2023

A/R No.: 2023-816

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 (POSTPONED FROM 12/11/23)

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 reference 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 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, with other Parks & Recreation staff, have found several changes that would be beneficial to the operations of the cemeteries.

The city staff recommends 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 adopting the revised City of Liberty Rules and Regulations for City-Owned Cemeteries document included as an attachment. A summary of the changes to that document is detailed below.

• Introduction

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

• General Regulations

1. Add a new Rule #3 stating that "The City shall have the right to reset or repair any monuments that are deemed detrimental to the appearance of the grounds or present a safety issue to Cemetery visitors. The City may also utilize volunteers to assist in routine monument cleaning under the supervision of City Staff."
2. Clarify the contacts and processes for obtaining a landscaping permit in

Rule #6.

3. Clarify which décor items are never permitted in City-owned cemeteries and add that lighting is not allowed during the mowing season, and that floral decorations attached to the monument are allowed year-round in Rule #7.
4. Add Rule #10 stating “City Staff should be informed of all maintenance activities in City-owned cemeteries. 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 an existing monument, landscape, hardscape, signage, roadway or other permanent feature within the Cemetery. This does not include routine activities such as changes to décor, removal of debris or weeds, and monument cleaning that does not require chemicals. Questions about maintenance activities in City-owned cemeteries can be directed to the Cemetery Sexton at (816) 509-0445.”
5. Add Rule #13 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**

1. 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 and that cremated pet remains can be interred only at the time of a human interment.
2. Add language to Rule #6 stating “All interments within the Cemetery shall be performed or supervised only by authorized City personnel.”
3. 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**

1. 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.
2. Add language to Rule #3 stating “All disinterment within the Cemetery shall be performed or supervised only by authorized City personnel.”

- **Outer Burial Containers, Memorials, Foundations, and Installation**

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

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:	
	Funding Source:	Amount:

Attachments:

1. Resolution Approving Cemetery Rules and Regs

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



CITY COUNCIL ACTION REPORT

Meeting Date: December 18, 2023

A/R No.: 2023-733

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT
WITH MYRICK MECHANICAL FOR FY 2024 CITY-WIDE HVAC PREVENTIVE
MAINTENANCE AND ON CALL REPAIR SERVICES IN AN AMOUNT NOT TO
EXCEED \$125,000.00

Summary:

- Several City Departments utilize an independent contractor to manage preventive maintenance and on-call repair services for HVAC systems in city facilities.
- Services covered by this contract include quarterly preventive maintenance activities as well as on-call repair services.
- The cumulative amount estimated to be expended annually across individual facility cost centers for HVAC preventive maintenance and repairs is \$125,000.00.
- Proposals were received from three vendors.
- Myrick Mechanical offered the lowest cost pricing proposal based on a "basket of goods" cost analysis.
- A guaranteed pricing contract not to exceed anticipated expenditures is proposed for year one (2024) with the opportunity to renew the agreement for two additional one-year terms (2025 and 2026).
- This is year one (2024) of a potential three, one-year agreements.

Background:

The City of Liberty utilizes independent contractors to manage preventive maintenance activities and repair services for the HVAC systems serving public facilities. Because the services requested are specialized, services are divided into two separate groups – those for primary facilities and those for secondary facilities. The services requested for each group are of a slightly different scope or scale and are based on the mechanical requirements of the equipment.

Several departments have individually budgeted for HVAC preventive maintenance and repair services across the city. The cumulative estimated annual expenditure across facility cost centers for HVAC preventive maintenance and repairs is \$125,000.

Staff publicly advertised and bid for such services. Eleven companies were provided bid documents. A "basket of goods" analysis was used to compare unit pricing proposed. Staff applied an estimated one-year scenario for all facilities, excluding parts: labor rates and trip charges for 12 trips/year at three hours for primary facilities and 6 trips/year at two hours for secondary facilities; preventive maintenance costs at 4 per

year for primary facilities and 2 per year for secondary facilities; four filter changes per year all facilities; one condenser coil cleaning per year for all facilities; one blower belt replacement per year for all facilities and one service inspection of all facility boilers at the Liberty Community Center with the following results:

Company	“Basket of Goods” Pricing
Myrick Mechanical	\$69,448.00
Design Mechanical	\$109,573.00
Lippert Mechanical	\$118,168.00
Automated Control Systems	No Bid
Climate Control	No Bid
CM Mose	No Bid
Hales HNC	No Bid
LBA Commercial	No Bid
McIntosh Mechanical	No Bid
Multi Craft	No Bid
TMI-KC	No Bid
US Engineering	No Bid

The City of Liberty entered into a contract with Myrick Mechanical for HVAC preventative maintenance and repair services in June 2023 when Myrick Mechanical absorbed outstanding contracts of Heartland Mechanical (City of Liberty HVAC service provider January 2018 – May 2023). Myrick Mechanical has performed services with satisfactory results during that time. Staff recommends engaging in a guaranteed pricing contract with the low bidder, Myrick Mechanical. A guaranteed pricing contract not to exceed anticipated expenditures is proposed for year one (2024) with the opportunity to renew the agreement for two additional one-year terms (2025 and 2026).

This agreement is for year one (FY 2024) of a potential three, one-year agreements.

Previous Action (if applicable):

NA

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: 11-02-2023

Financial Considerations:

Budgeted:	Line Item: 10.95.140.14.5571	Amount: \$125,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	

	Funding Source:	Amount:
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Attachments:

1. ORDINANCE 2024 HVAC Services City-wide JG
2. CONTRACT 2024 MYRICK MECHANICAL HVAC Services City-wide

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH MYRICK
MECHANICAL FOR FY 2024 CITY-WIDE HVAC PREVENTIVE MAINTENANCE AND ON CALL
REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED \$125,000.00

WHEREAS, multiple City of Liberty departments include funding in their budgets for HVAC preventive maintenance and on call repair services for a combined annual estimate in the amount of \$125,000.00; and

WHEREAS, this pricing is based on historical average usage levels and may fluctuate pending increased or decreased HVAC maintenance and repair needs; 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 Myrick Mechanical, 700 Main St., Pleasanton, KS 66075, in an amount not exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$125,000.00) for FY 2024 city-wide HVAC preventive maintenance and on call repair services, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



GUARANTEED PRICING AGREEMENT WITH MYRICK MECHANICAL FOR FY 2024 CITY-WIDE HVAC PREVENTIVE MAINTENANCE AND ON CALL REPAIR SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 13th day of November, 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 **November 13, 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 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 services to be performed January 1, 2024 through December 31, 2024, and represents year one (2024) of a potential three, one-year agreements if both parties mutually consent to continue the agreement under the same terms and conditions.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and in accordance with the service rates proposed with the contractor's original bid submission. The City's various divisions' operating budgets includes funding for \$125,000. This pricing is based on historical usage and may fluctuate pending the increase or decrease of 2024 HVAC service needs.

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 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 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: _____
Title: _____
Attest: _____

APPENDIX A
Scope of Work, Special Provisions, and Guaranteed Pricing
HVAC Preventive Maintenance and On-Call Repair Services
(Original agreement 2024)

This contract is for service on HVAC/ Cooling Equipment systems.

Primary locations include:

- Liberty Community Center
- Liberty City Hall
- Liberty Animal Shelter
- Liberty Water Treatment Plant
- Three Liberty Fire Department Stations
- Liberty Wastewater Treatment Plant

Secondary locations include:

- Liberty Public Works Building
- Parks Maintenance Building
- Sports Complex Buildings
- Frank Hughes Library

1. SCOPE OF BID - The City of Liberty is soliciting bids for service for HVAC/ Cooling/Boiler Equipment systems. Primary locations include the Liberty Community Center, Liberty City Hall, Liberty Water Treatment Plant, three Liberty Fire Department stations, Liberty Animal Control Shelter, and Wastewater Treatment Plant. Secondary sites are considered alternate bids. Secondary locations include Liberty Public Works Buildings, Parks Maintenance Building, Capitol Federal Sports Complex buildings, and Frank Hughes Library.
 - a. All service/repair/training visits will include detailed documentation, service reports and updates, preferably with electronic record keeping. In addition, the contractor awarded this bid will provide each location/department listed above with a detailed inventory of all units in electronic format (preferably Excel) and provide updates to this inventory as units are replaced or repaired. Service for each building will be invoiced separately according to each department's preference. In most cases, this will be by address.
 - b. Each bidder will provide an attachment to the bid identifying references specific to their experiences with the types and brands of equipment included in the bid. Attachment should include company name, address, contact name, contact phone number, contact email, and contact fax for each vendor listed. (Example: each bidder for the Liberty Community Center should provide references that address their ability/experience on Engineered Air, Mammoth, and Carrier units.)
 - c. The successful vendor will provide continuity in service technicians assigned to each location. (Example: The Liberty Community Center will have one or two primary technicians assigned rather than receiving the services of a pool of technicians who may or may not be familiar with the equipment or staff at that

location.) In addition to contacting the vendor service department, each City of Liberty service site will have the ability to contact assigned service staff directly to trouble shoot equipment problems.

- d. Staff experienced in the use and repair of an Alerton system (building automation system for HVAC equipment) is required. Each bidder will provide references to their experiences with this system.
- e. Quarterly Service Calls – each primary location will receive quarterly preventive maintenance (PM's). Due to the size of units located at the secondary sites, these sites may only require two (2) PM's per year.
 - i. Contract to include four (4) PM inspections (PMI) per year; one PMI per quarter as evenly spaced throughout the year as possible.
 - ii. PMI's will include, at a minimum, all of the following (as appropriate for each brand of equipment): filter checks, blower belt checks, inspection of condensate pans, remote condenser checks, compressor sight glass checks, compressor discharge temperature checks, blower bearing checks, and air heat transfer coil checks. All service checks to be performed in accordance with the owner's manuals of each brand of equipment.
 - 1. The above is a list of the minimum requirements for quarterly service calls. The scope of bid requires that each vendor will provide a list of what is included in the quarterly service calls for each brand of equipment that is included in the bid.
- f. Filter changes
 - i. Each primary location will include two (2) to three (3) filter changes per year.
 - ii. Standard filter change will include pleated filters MERV 7 or better. If an alternate filter is to be provided, please provide a description of the alternative and the MERV rating.
 - iii. Contract to include purchase of filters by contractor.
- g. Blower belt replacement
 - i. Each primary location will include annual replacement of all blower belts with each location given the option to request blower belt replacement annually or only when needed.
- h. Annual cleaning of condenser coils
 - i. Contract to include one (a) annual condenser coil cleaning for all appropriate equipment after pollen dispersion of cottonwood seed.
 - 1. Powerwash all HVAC unit condenser coils using at least 190 degree water at 2000 psi.
- i. Maintenance and Service calls
 - i. Contract to include price for service calls during regular hours, evening hours, weekends, and holidays.
 - ii. Contract to include labor only.

Equipment Covered by Location and Guaranteed Pricing

Primary Locations:		Myrick			
Liberty Community Center					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		3			
Alerton System – repair technician years of experience		20			
Engineered Air Unit - # of service technicians on staff		3			
Engineered Air Unit – repair technician years of experience		20			
Total cost per quarter for quarterly PMI		\$2,110.00			
Total cost per visit for purchase and installation of filters		\$532.00			
Total cost for annual condenser coil cleaning		\$1,192.00			
Total cost for annual replacement of all blower belts		\$275.00			
Total cost for annual service inspection of facility boilers		\$462.00			
Rate for service call during regular business hours		\$105.50			
Rate for service call before/after business hours		\$158.25			
Rate for service call on Saturdays		\$158.25			
Rate for service call on a holiday & Sundays		\$210.00			
Trip charge rate		\$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications:		1.5			
1) # of years company has been in business					
2) Bonding capacity of company		\$500,000			
Primary Locations:		Myrick			
City Hall					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			

Alerton System – repair technician years of experience		NA			
Engineered Unit - # of service technicians on staff		NA			
Engineered Unit – repair technician years of experience		NA			
Total cost per quarter for quarterly PMI		\$717.00			
Total cost per visit for purchase and installation of filters		\$150.00			
Total cost for annual condenser coil cleaning		\$650.00			
Total cost for annual replacement of all blower belts		\$152.00			
Rate for service call during regular business hours		\$105.50			
Rate for service call before/after business hours		\$158.25			
Rate for service call on the weekends		\$158.25			
Rate for service call on a holiday & Sundays		\$210.00			
Trip charge rate		\$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Boiler Inspection Annual		NA			
Contractor Qualifications:		1.5			
1) # of years company has been in business					
2) Bonding capacity of company		\$500,000			

Primary Locations:		Myrick			
Animal Shelter					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per quarter for quarterly PMI		\$422.00			
Total cost per visit for purchase and installation of filters		\$150.00			
Total cost for annual condenser coil cleaning		\$643.00			
Total cost for annual replacement of all blower belts		\$152.00			
Rate for service call during regular business hours		\$105.50			
Rate for service call before/after business hours		\$158.25			
Rate for service call on the weekends		\$158.25			
Rate for service call on a holiday & Sundays		\$210.00			
Trip charge rate		\$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications:		1.5			
1) # of years company has been in business					
2) Bonding capacity of company		\$500,000			

Primary Locations:		Myrick			
Water Treatment Plant					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per quarter for quarterly PMI		\$844.00			
Total cost per visit for purchase and installation of filters		\$75.00			
Total cost for annual condenser coil cleaning		NA			
Total cost for annual replacement of all blower belts		\$65.00			
Rate for service call during regular business hours		\$105.50			
Rate for service call before/after business hours		\$158.25			
Rate for service call on the weekends		\$158.25			
Rate for service call on a holiday & Sundays		\$210.00			
Trip charge rate		\$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications:		1.5			
1) # of years company has been in business					
2) Bonding capacity of company		\$500,000			

Primary Locations:		Myrick			
Fire Station #1, #2, #3					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per quarter for quarterly PMI		\$643.00			
Total cost per visit for purchase and installation of filters		\$100.00			
Total cost for annual condenser coil cleaning		\$211.00			
Total cost for annual replacement of all blower belts		\$50.00			
Rate for service call during regular business hours		\$105.50			
Rate for service call before/after business hours		\$158.25			
Rate for service call on the weekends		\$158.25			
Rate for service call on a holiday & Sundays		\$210.00			
Trip charge rate		\$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications:		1.5			
1) # of years company has been in business					
2) Bonding capacity of company		\$500,000			

Primary Locations:		Myrick			
Liberty Wastewater Treatment Plant					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per PMI		\$1,688.00			
Total cost per visit for purchase and installation of filters		\$300.00			
Total cost for annual condenser coil cleaning		\$643.00			
Total cost for annual replacement of all blower belts		\$152.00			
Rate for service call during regular business hours		\$105.50			
Rate for service call before/after business hours		\$158.25			
Rate for service call on the weekends		\$158.25			
Rate for service call on a holiday & Sundays		\$210.00			
Trip charge rate		\$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications:		1.5			
1) # of years company has been in business					
2) Bonding capacity of company		\$500,000			

Secondary Locations:		Myrick			
Public Works Buildings					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per PMI		\$316.50			
Total cost per visit for purchase and installation of filters		\$10.00			
Total cost for annual condenser coil cleaning		\$105.50			
Total cost for annual replacement of all blower belts		NA			
Rate for service call during regular business hours		\$105.50			
Rate for service call before/after business hours		\$158.25			
Rate for service call on the weekends		\$158.25			
Rate for service call on a holiday & Sundays		\$210.00			
Trip charge rate		\$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications:		1.5			
1) # of years company has been in business					
2) Bonding capacity of company		\$500,000			

Secondary Locations:		Myrick			
Parks Maintenance Building					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per PMI		\$71.00			
Total cost per visit for purchase and installation of filters		\$8.80			
Total cost for annual condenser coil cleaning		\$8.80			
Total cost for annual replacement of all blower belts		NA			
Rate for service call during regular business hours		\$105.50			
Rate for service call before/after business hours		\$158.25			
Rate for service call on the weekends		\$158.25			
Rate for service call on a holiday & Sundays		\$210.00			
Trip charge rate		\$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications:		1.5			
1) # of years company has been in business					
2) Bonding capacity of company		\$500,000			

Secondary Locations:		Myrick			
Capitol Federal Sports Complex Building					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Unit – repair technician years of experience		NA			
Total cost per PMI		\$300.00			
Total cost per visit for purchase and installation of filters		\$48.00			
Total cost for annual condenser coil cleaning		\$48.00			
Total cost for annual replacement of all blower belts		\$30.00			
Rate for service call during regular business hours		\$105.50			
Rate for service call before/after business hours		\$158.25			
Rate for service call on the weekends		\$158.25			
Rate for service call on a holiday & Sundays		\$210.00			
Trip charge rate		\$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications:		1.5			
1) # of years company has been in business					
2) Bonding capacity of company		\$500,000			

Secondary Locations:		Myrick			
Frank Hughes Library					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per PMI		\$150.00			
Total cost per visit for purchase and installation of filters		\$22.00			
Total cost for annual condenser coil cleaning		\$40.00			
Total cost for annual replacement of all blower belts		NA			
Rate for service call during regular business hours		\$105.50			
Rate for service call before/after business hours		\$158.25			
Rate for service call on the weekends		\$158.25			
Rate for service call on a holiday & Sundays		\$210.00			
Trip charge rate		\$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications:		1.5			
1) # of years company has been in business					
2) Bonding capacity of company		\$500,000			

CITY OF LIBERTY, MISSOURI
RFP # PK24-02

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.



CITY COUNCIL ACTION REPORT

Meeting Date: December 18, 2023

A/R No.: 2023-734

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT
WITH LIBERTY SPORTS OFFICIALS FOR THE 2024 YOUTH AND ADULT SPORTS
OFFICIATING SERVICES IN AN AMOUNT NOT TO EXCEED \$225,000.00

Summary:

- The Parks and Recreation Department utilizes an independent contractor to manage officiating services for all sports leagues.
- Services covered by this contract include officiating for all Liberty Parks and Recreation Department sports programs (youth recreational and competitive baseball, youth recreational and competitive softball, youth recreational and competitive basketball, youth recreational soccer, youth recreational and competitive flag football, youth recreational volleyball, adult softball, adult volleyball, and adult basketball).
- The division's operating budget includes funding for this set of officiating services in the amount of \$225,000.00, which is recouped through participation registration fees.
- This pricing is based on past average participation levels, which may fluctuate pending the increase or decrease of 2024 participation levels.
- Staff publicly advertised and bid for officiating services. Although only one bid was received, Liberty Sports Officials, who have been the City's contractor for 20 years, are in good standing with the City; staff are comfortable with their proposal.

This document represents a new contract for 2024 with the option of three one-year agreements (new 2024, 1st ext 2025, 2nd ext 2026).

Background:

The Parks and Recreation Department utilizes independent contractors to manage officiating services for all sports leagues. Services covered by this contract include all Liberty Parks and Recreation Department sports programs (youth recreational and competitive baseball, youth recreational and competitive softball, youth recreational and competitive basketball, youth recreational soccer, youth recreational and competitive flag football, youth recreational volleyball, adult softball, adult volleyball, and adult basketball). The division's operating budget includes funding for this set of officiating services in the amount of \$225,000, which is recouped through participant registrations.

In 2023 (for 2024, 2025, and 2026), staff publicly advertised a Request for Bids for officiating services. With a limited pool of bidders available in the metro area, staff reached out to past officiating groups regarding their interest in bidding (Liberty Sports

Officials, KCMSBL, Metro Officials, and ASA VIP Series). Only Liberty Sports Officials expressed an interest in bidding for officiating services. Staff reached out to other Parks and Recreation departments in the metro area. Six area Parks and Recreation departments utilize Liberty Sports Officials (Smithville, Excelsior Springs, Blue Springs, Higginsville, Richmond, and Kearney) while other Parks and Recreation Departments opt to hire their own officials. Although this is an option for Liberty Parks and Recreation Department, it has been tried in the past with no/limited success. Liberty Parks and Recreation Department has utilized Liberty Sports Officials for 20 years, with positive success.

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: 12/07/2023

Financial Considerations:

Budgeted:	Line Item: 61.60.458.08.5397	Amount: \$225,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. ORDINANCE- 2024 Liberty Sports Officials
2. SIGNED CONTRACT - 2024 Sports Officials 12-8-2023

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH
LIBERTY SPORTS OFFICIALS FOR 2024 YOUTH AND ADULT SPORTS OFFICIATING
SERVICES IN AN AMOUNT NOT TO EXCEED \$225,000.00

WHEREAS, the Park Department's operating budget includes funding for this set of officiating services in the amount of \$225,000.00. This pricing is based on increase in fees and past participation levels that may fluctuate pending the increase or decrease of 2024 participation levels.

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 Liberty Sports Officials, P.O. Box 522, Liberty, MO 64086, in an amount not to exceed TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$225,000.00) for 2024 youth and adult sports officiating services, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

You're free to play



CONTRACT FOR SERVICES
2024 Youth and Adult Sports Officiating Services

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 18th day of December, 2023, between Liberty Sports Officials, an entity organized and existing under the laws of the State of Missouri, with its principal office located at P.O. Box 522, Liberty, MO 64069, hereafter referred to as the Contractor, and 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 approved on December 18, 2023, and is effective as of January 1, 2024 and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in the original Request for Proposal **PK24-04** 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

This agreement is for services to be performed January 1, 2024 through December 31, 2024, and represents the first year of a potential three-year agreement providing both parties mutually consent to continue the agreement under the same terms and conditions.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and in accordance with the service rates proposed with the contractor's original bid submission. The operating budget includes funding for \$225,000. This pricing is based on past participation levels which may fluctuate pending the increase or decrease of 2024 and successive years' participation levels.

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 once schedules for the particular sport are completed. The invoice that is developed will be for all the work that will be completed during the sport season. 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 value of the work not completed.

A penalty of \$25.00 per individual, per assignment will be submitted to the contractor if the assigned duties are not covered adequately (i.e., if assigned official is greater than ten minutes late for assigned duty or does not attend at all). This penalty will be deducted off of the subsequent invoice submitted by the Contractor to the City. Proper documentation by the City must be adhered to, to invoke the penalty to occur.

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.

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 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 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.

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
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 XI
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)

Liberty Sports officials LLC
Company Name

By: Tad Malone

Title: Owner / President

Attest: _____

APPENDIX A
Scope of Work and Special Provisions – Original Bid Year 2024

Youth and Adult Sports Officiating Services

The City of Liberty is soliciting proposals to provide officiating services for our youth recreational baseball, youth recreational softball, youth competitive softball, youth recreational basketball, youth competitive basketball, youth recreational soccer, youth competitive soccer, youth recreational flag football, youth competitive flag football, youth recreational volleyball, adult volleyball and adult basketball for the City of Liberty Parks and Recreation Department.

- General provisions include the following:
 - Officials must be trained in the specific rules of each program assigned prior to the commencement of the program.
 - Officials must be on-site 10 minutes prior to the beginning of their first scheduled game.
 - Officials must be in proper uniform.
 - Officials must know their field assignment prior to arrival and maintain on that field through the duration of their shift, unless City staff deems changes are necessary.
 - Officials must legibly complete all appropriate documentation as it relates to that specific program and return it to the appropriate on-site City staff member before the conclusion of their scheduled shift:
 - Score sheet – Only applicable for youth competitive league and adult league offerings
 - Disciplinary documents
 - Incident reports
 - Status reports – Only applicable if Referee In-Charge is also the sole supervisor of that specific location.
 - Officials must comply with all league policies and procedures set forth by the City of Liberty. This includes, but is not limited to:
 - Sportsmanship Policy
 - Misconduct Policy
 - League Rules
 - Customer Service Policy
- Scope of work per season per sport:
 - **Youth Recreational Baseball**
 - Spring/Summer: 140 approximately the total number of games
 - **Youth Recreational Softball**
 - Spring/Summer: 100 approximately the total number of games
 - **Youth Competitive/Intro to Competitive Baseball**
 - Spring/Summer: 200 approximately the total number of games
 - **Youth Competitive Softball**
 - Spring/Summer: 70 approximately the total number of games
 - **Youth Recreational Basketball**
 - Winter: 300 approximately the total number of games
 - **Youth Competitive Basketball**
 - Winter: 450 approximately the total number of games

- **Youth Competitive Basketball Tournaments**
 - Winter: 100 approximately the total number of games
- **Youth Recreational Soccer**
 - Spring: 190 approximately the total number of games
 - Fall: 190 approximately the total number of games
- **Youth Recreational Flag Football**
 - Fall: 60 approximately the total number of games
- **Youth Competitive Flag Football**
 - Fall: 100 approximately the total number of games
- **Youth Recreational Volleyball**
 - Spring: 60 approximately the total number of games
 - Fall: 60 approximately the total number of games
- **Adult Recreational/Competitive Basketball**
 - Fall: 80 approximately the total number of games
 - Winter: 100 approximately the total number of games
 - Spring: 80 approximately the total number of games
- **Adult Recreational Volleyball**
 - Fall: 165 approximately the total number of games
 - Winter: 165 approximately the total number of games
 - Spring: 165 approximately the total number of games
- **Adult Softball**
 - Spring: 110 approximately the total number of game
 - Summer: 340 approximately the total number of games
 - Fall: 110 approximately the total number of games

Guaranteed Pricing Contract Bid: 2024 Youth and Adult Sports Officiating Services

Soccer - per official		Rate per official	Notes
Supervisor – Soccer		\$15/game	One
Officiating - U6 Recreation		\$18/game	One official
Officiating - U7 Recreation		\$18/game	One official
Officiating - U8 Recreation		\$20/game	Two Officials
Officiating - U9 Recreation		\$20/game	Two Officials
Officiating - U10 Recreation		\$20/game	Two Officials
Officiating - U12 Rec		\$30/game	Three Officials
Officiating - U14 Rec		\$31/game	Three Officials
Officiating - U15 Rec		\$31/game	Three Officials
Assigning Services		\$2	Per Official

Baseball/Softball - per official		Rate per official	Notes
Supervising - Any Baseball on rec side		\$30/game	One
Officiating - Machine Pitch		\$25/game	One Official
Officiating - 9/10 Kid Pitch		\$27/game	Two Officials
Officiating - 11/12 Kid Pitch		\$30/game	Two Officials
Officiating - Comp Fast Pitch Softball		\$35/game	Two Officials
Officiating - Intro to Comp Baseball		\$35/game (8U – 12U) \$40/game (13U – 16U)	Two Officials
Officiating – Competitive Baseball		\$45 per game (8U – 12U) \$50 per game (13U – 16U)	Two Officials
Umpire In Charge (UIC) - Softball		\$35/game	One
UIC - Intro to Comp Baseball and Comp Baseball		\$40/game	One
Basketball - per official		Rate per official	Notes
Kindergarten		\$18/game	Two Officials
1st and 2nd Grade		\$18/game	Two Officials
3rd and 4th Grade		\$20/game	Two Officials
5th and 6th Grade		\$20/game	Two Officials
7th and 8th Grade		\$25/game	Two Officials
Competitive Basketball		\$27/game	Two Officials
Men's league		\$30/game	Two Officials
Assigning Fees		\$2.50	Per Official
Gym Supervisor 1 gym		\$20/hr.	
Gym Supervisor 2 gyms		\$20/hr.	
Football - per official		Rate per official	Notes
Competitive Flag Football		\$25/game	Two Officials
Rec Flag Football		\$25/game	Two Officials
Volleyball - per official		Rate per official	Notes
Officiating - Youth Volleyball		\$20/game	One Official
Officiating – Adult Volleyball		\$27/game	One Official
Gym Supervisor		\$20/hr.	
Adult Softball - per official		Rate per official	Notes
Adult Softball UIC		\$30/game	One official
Adult Softball Umpire		\$32/game	One official
Assigning Fee Adult Softball		\$2.50	Per Official

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 prescribed 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 18, 2023

A/R No.: 2023-756

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE AMENDING ORDINANCE NO. 11801 APPROVING A
CONTRACT WITH HEARTLAND TRAFFIC SERVICES, INC. FOR CITY OF LIBERTY
PROJECT 23-011 2023 PAVEMENT MARKINGS

Summary:

- Approve a final Ordinance amending Ordinance No. 11801
 - Adjusts the contract from the current contract amount of \$75,005.10 to a final total of \$55,728.75

Background:

The 2023 Pavement Marking Project for the amount of \$75,005.10 was awarded to Heartland Traffic Services, Inc. on August 14, 2023 (Ordinance No. 11801).

The project provided marking improvements to locations with faded street markings. The roadways that were treated as part of the project are as follows:

- Stewart Rd from City Limits to De Palma
- Holt Dr from S. Withers Rd. to Birmingham Rd.
- B-Hwy from H-Hwy to Rt 69 (a large portion of this segment was called off due to plans for restoration in the coming calendar year).
- H-Hwy from B-Hwy to the City Limits (a large portion of this segment was called off due to plans for restoration in the coming calendar year).
- S. Wales from Withers Rd. to Liberty Dr.
- Lightburne, the intersection at Shepherd
- Old 210 at the intersection at 291
- Richfield Rd. from La Frenz to Raines Rd.
- Birmingham Railroad Crossing
- Multiple Cross Walks running parallel to S. Wales

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

This action decreases the contract amount by \$19,276.35 from \$75,005.10 to \$55,728.75. The decrease is required due to the difference in estimated versus final installed quantities.

Staff recommends approval of an Ordinance amending Ordinance No. 11801, establishing a contract with Heartland Traffic Services Inc, for the 2023 Pavement Marking Project, by decreasing the contract amount by \$19,276.35 from \$75,005.10 to

\$55,728.75.

Previous Action (if applicable):

- Citizen Sales Tax Oversight Committee recommendation on August 10, 2023
- Contract with Heartland Traffic Services approved on August 14, 2023 (Ordinance 11801)

Policy/Committee Review:

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

Financial Considerations:

X Budgeted:	Line Item: 50.75.604.36.7515	Final Amount: \$55,728.75
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ord -Heartland Traffic Services 2023 Striping
2. Final CO

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 11801 APPROVING A CONTRACT
WITH HEARTLAND TRAFFIC SERVICES, INC. FOR THE 2023 PAVEMENT
MARKINGS PROJECT

WHEREAS, on August 10, 2023 City Council approved Ordinance No. 11801 approving a contract between the City of Liberty and Heartland Traffic Services, Inc., in an amount not to exceed \$75,005.10;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby amends Ordinance No. 11801 approving a contract by and between the City of Liberty and Heartland Traffic Services, Inc for the 2023 Pavement Markings Project by decreasing the contract amount from SEVENTY FIVE THOUSAND FIVE AND 10/100 DOLLARS (\$75,005.10) to a final contract amount of FIFTY FIVE THOUSAND SEVEN HUNDRED TWENTY EIGHT AND 75/100 DOLLARS (\$55,728.75) thereby providing a final contract line item quantity reconciliation. A copy of said amendment being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

ORDINANCE NO. _____ (CONT.)

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

Authorization for Contract Change Order

City of Liberty, MO
101 E. Kansas St. Liberty, MO 64068
816-439-4400

Project Title	2023 Pavement Markings Project		Contractor	Heartland Traffic Services, Inc.
Project Number	23-011		Address	626 N. 47 th Street, Kansas City, KS 66102
Change Order No.	1			

You are hereby directed to make the herein changes to allow final contract reconciliation.

Cost this Change Order	\$	-19,276.35
Estimated or Exact		EXACT
Original Contract Price	\$	75,005.10
Total of Approved Changes	\$	-19,276.35
Orders Including this CO	\$	-19,276.35
% of Original Contract		26%
Revised Contract Price	\$	55,728.75
Time Extension (Days)		0

Authorization:

Joshua Martinez

Digitally signed by Joshua Martinez
DN: E=JMartinez@libertymo.gov, CN=Joshua Martinez, OU=PW, DC=liberty,
DC=mo
Reason: I attest to the accuracy and integrity of this document
Date: 2023.12.01 10:58:44-06'00'

City of Liberty, Project Manager

Authorization:

*Sam Simpson***Sam Simpson, President**

Contractor

Authorization:

City of Liberty, Mayor

235068 CO #1

Final Audit Report

2023-12-01

Created:	2023-12-01
By:	Karen Davis (karen.davis@heartlandtraffic.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz13diMyDr_CDywfRBHI8djvPBGEIPocL

"235068 CO #1" History

-  Document created by Karen Davis (karen.davis@heartlandtraffic.com)
2023-12-01 - 6:53:57 PM GMT
-  Document emailed to Sam Simpson (sam.simpson@heartlandtraffic.com) for signature
2023-12-01 - 6:54:13 PM GMT
-  Email viewed by Sam Simpson (sam.simpson@heartlandtraffic.com)
2023-12-01 - 8:48:58 PM GMT
-  Document e-signed by Sam Simpson (sam.simpson@heartlandtraffic.com)
Signature Date: 2023-12-01 - 8:49:28 PM GMT - Time Source: server
-  Agreement completed.
2023-12-01 - 8:49:28 PM GMT



CITY COUNCIL ACTION REPORT

Meeting Date: December 18, 2023

A/R No.: 2023-757

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: RESOLUTION ACCEPTING THE 2023 PAVEMENT MARKINGS PROJECT
WITH HEARTLAND TRAFFIC SERVICES, INC.

Summary:

- Approve a Resolution accepting the 2023 Pavement Marking project and authorizing final payment to Heartland Traffic Services, Inc.

Background:

The 2023 Pavement Marking Project was awarded to Heartland Traffic Services, Inc. on August 14, 2023 (Ordinance No. 11801).

The project provided marking improvements to locations with faded street markings. The roadways that were treated as part of the project were as follows:

- Stewart Rd from City Limits to De Palma
- Holt Dr from S. Withers Rd. to Birmingham Rd.
- B-Hwy from H-Hwy to Rt 69 (a large portion of this segment was called off due to plans for restoration in the coming calendar year).
- H-Hwy from B-Hwy to City Limits (a large portion of this segment was called off due to plans for restoration in the coming calendar year).
- S. Wales from Withers Rd. to Liberty Dr.
- Lightburne, the intersection at Shepherd
- Old 210 at the intersection at 291
- Richfield Rd. from La Frenz to Raines Rd.
- Birmingham Railroad Crossing
- Multiple Cross Walks running parallel to S. Wales

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

All contract work has been completed by Heartland Traffic Services, Inc. in accordance with City standards, specifications and contract requirements. This action accepts the 2023 Pavement Markings Project.

Staff recommends acceptance of a Resolution accepting the 2023 Pavement Markings Project as completed by Heartland Traffic Services, Inc.

Previous Action (if applicable):

- Citizen Sales Tax Oversight Committee recommendation on August 10, 2023

- Contract with Heartland Traffic Services approved on August 14, 2023 (Ordinance 11801)

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 50.75.604.36.7515 Line Item:	Final Amount: \$55,728.75 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. 2023-757 Res - Heartland - Accept 2023 Pavement Marking

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE 2023 PAVEMENT MARKINGS PROJECT

WHEREAS, the project has been completed by Heartland Traffic Services Inc, and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby accept the 2023 Pavement Markings Project (#23-011);

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 18, 2023

A/R No.: 2023-786

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: ORDINANCE APPROVING A CONTRACT WITH VEENSTRA & KIMM FOR DESIGN OF THE REPLACEMENT OF THE RICHFIELD ROAD BRIDGE OVER RUSH CREEK IN AN AMOUNT NOT TO EXCEED \$99,995.00

Summary:

Ordinance approving a \$99,995.00 contract with Veenstra & Kimm, Inc. for the design of City Project PW-23-019, Richfield Road at Rush Creek Bridge Design. City Bridges are inspected by MoDOT every two years. Richfield Road Bridge is rated in poor condition.

Background:

The Missouri Department of Transportation (MoDOT) inspects all City of Liberty bridges every two years. The last round of inspections was in December 2021 with the next round of inspections scheduled for mid to late December 2023. MoDOT provides bridge inspection reports to the City for each bridge, which includes bridge structure and bridge deck condition ratings.

The Richfield Road Bridge crosses Rush Creek approximately 1.3 miles east of its intersection with Route H (East Mill Street):



The existing 58-foot-long bridge consists of two structure types, both of which consist of two spans. The westbound portion of the bridge is a 100-year-old two-span concrete arch bridge. The eastbound portion is a two-span steel stringer bridge.



PHOTO 1 - NORTH ELEVATION



PHOTO 2 - SOUTH ELEVATION



PHOTO 3 - EAST APPROACH

According to the 2021 MoDOT inspection report, the Richfield Road bridge deck condition rating is 6 (good), while the structure condition rating is 2 (poor). The bridge is currently posted to 5 ton load limits. Bridge ratings are on a scale of 0 to 9, with 0 being critical requiring closure, up to 9 being new. Engineering consultant company, Veenstra & Kimm conducted a Bridge Engineering Assistance Program (BEAP) study for the City in 2021 with a recommendation to replace the bridge.

City staff requested that Veenstra & Kimm provide a proposal for the design of a bridge replacement through the City's engineering consultant pre-qualification process. Negotiations of scope and fees for the design of a bridge replacement project resulted in a proposed design contract amount of \$99,995.00.

The approved 2023 City Budget allotted \$250,000 of transportation funds for bridge maintenance and replacement projects. Remaining funds will be utilized for other bridge related projects. Funding for construction of the bridge replacement will be determined in the future. Having design plans in place provides an advantage in potential grant funding opportunities.

City staff recommends approving an ordinance approving a contract with Veenstra & Kimm, Inc. for the design of the Richfield Road Bridge at Rush Creek in the amount of \$99,995.00.

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: 52.75.607.14.5627	Amount: \$99,995.00
	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 Veenstra & Kimm for Richfield Rd Bridge
2. Contract - Richfield Rd Design VK

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH VEENSTRA & KIMM, INC. FOR
THE RICHFIELD ROAD AT RUSH CREEK BRIDGE DESIGN PROJECT IN AN
AMOUNT NOT TO EXCEED \$99,995.00

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 Contract for City of Liberty Project 23-019, Richfield Road at Rush Creek Bridge Design by and between the City of Liberty and Veenstra & Kimm, Inc., in an amount not to exceed NINETY-NINE THOUSAND NINE HUNDRED NINETY-FIVE AND 00/100 DOLLARS (\$99,995.00), 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 ENGINEERING SERVICES
LIBERTY, MISSOURI

THIS IS AN AGREEMENT made as of _____, 20____

between Mayor, City Council, and the Citizens of the City of Liberty, Missouri, a municipal corporation (OWNER) and **Veenstra & Kimm, Inc.** (ENGINEER) for the **Richfield Road at Rush Creek Bridge Design**, Project Number **PW-23-019**.

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

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

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

SECTION 1 GENERAL

1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as herein-after provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Consultants as OWNER approves in advance in writing to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties,

express or implied under this Agreement or otherwise, in connection with ENGINEER's services.

1.2. Coordination with Other Documents.

Not used.

1.3. Definitions.

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 BASIC SERVICES OF ENGINEER

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

Except as otherwise provided herein, the Engineer shall not furnish any services with respect to the removal, encapsulation or containment of any hazardous waste 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 ENGINEER

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

SECTION 4 OWNER'S RESPONSIBILITIES

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

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

4.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all available design and construction standards which OWNER will require to

be included in the Drawings and Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

4.7.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work.

ENGINEER does not undertake in this Agreement to perform the services referred to in

4.7.1. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

4.8. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

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

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

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

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

SECTION 5 TIMES FOR RENDERING SERVICES

5.1. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.1.1 ENGINEER and OWNER shall make every effort possible to comply with the following schedule of Project milestones:

Notice-to-Proceed	Jan. 2, 2024
Bid Ready Plans and Specifications to OWNER	Dec. 31, 2024

5.2. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of

time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

5.3. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER:

5.3.1. for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

5.3.2. for more than one year through no fault of ENGINEER, or if ENGINEER for any reason is required to render Construction Phase services more than one year after Substantial Completion is achieved, the rates and amounts of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment to reflect, among other things, changes in the various elements that comprise such rates of compensation.

5.4. In the event that the work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in Exhibit A whether or not the work under such contracts is to proceed concurrently.

SECTION 6 PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1 Methods of Payment for Services and Expenses of ENGINEER.

6.1.1. For Basic Services. OWNER shall pay ENGINEER **\$99,995.00** 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 ENGINEER 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 ENGINEER's standard invoicing practices and will be

submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

6.2.2. Unpaid Invoices. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested together with such sums as may be necessary to correct defective work and pay liquidated damages (if applicable) may be withheld from payment, and the undisputed portion will be paid.

6.2.3. Payments Upon Termination.

6.2.3.1. Termination by OWNER for Cause. In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.1.2. During any phase of the Basic Services, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. ENGINEER also will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.2. Termination by OWNER for Convenience. In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ENGINEER also will be paid for such services performed or furnished by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. In addition, ENGINEER will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services

through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and for termination expenses under sub-paragraph 6.2.3.2.3 below.

6.2.3.2.3. In the event of termination by OWNER for convenience during or at completion of any phase of Basic Services, OWNER shall pay ENGINEER's reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of Additional Services measured from the date of termination. Notwithstanding any other provision of this agreement, under no circumstances shall ENGINEER be paid on the basis of anticipated profits in the event of termination for any reason, including but not limited to termination for default which was later determined to be unjustified.

6.2.3.3. Termination By ENGINEER for Cause. In the event of termination by ENGINEER for cause under paragraph 8.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

SECTION 7 OPINIONS OF COST

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

7.2. Opinions of Total Project Costs. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

SECTION 8 GENERAL CONSIDERATIONS

8.1. Termination. The obligation to provide further services under this Agreement may be terminated:

8.1.1. For cause,

8.1.1.1. by either party upon thirty days' written notice in the event of substantial failure

by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

8.1.1.2. by ENGINEER:

8.1.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

8.1.1.2.2. upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

8.1.1.2.3 In the case of termination under this paragraph 8.1.1.2, ENGINEER shall have no liability to OWNER on account of such termination.

8.1.2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

8.2. Reuse of Documents. All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER'S consultants) pursuant to this Agreement are and shall remain the property of the OWNER, whether the project for which they are prepared are executed or not. The ENGINEER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the project. The Drawings and Specifications may be used by the OWNER only for completion of this project, or if the ENGINEER is adjudged to be in default under this Agreement, for completion of this project by others without further compensation of the ENGINEER.

8.3. Insurance.

8.3.1. ENGINEER shall procure and maintain professional liability insurance to protect the ENGINEER against the negligent acts, errors or omissions of the ENGINEER and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement. The ENGINEER's insurance coverage shall not be for less than \$2,000,000, each claim and in the annual aggregate.

8.3.2. ENGINEER shall also procure and maintain the following insurance.

8.3.2.1 General Liability Insurance, with a combined single limit of \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

8.3.2.2. Automobile Liability Insurance, with a combined single limit of \$2,000,000 for each person and \$2,000,000 for each accident.

8.3.2.3. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

8.4. Controlling Law. This Agreement is to be governed by the law of the State of Missouri.

8.5. Successors and Assigns.

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this Agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

8.6. Allocation of Risks--Indemnification.

8.6.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

8.7. Notices.

Any notice required under this Agreement will be in writing, addressed to the

appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested or by a nationally recognized overnight courier service, provided, however, that in the case of OWNER, a copy of such notice must also be mailed by first class mail to GEORGE E. KAPKE, KAPKE & WILLERTH, L.L.C, 3304 NE Ralph Powell Road, Lee's Summit, Missouri 64064. All notices shall be effective on the date of receipt, if given personally, and on the third day following placing of such notice in the U.S. Mail or the delivery of such notice to a nationally recognized overnight courier service.

8.8. Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

8.9. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.10. Attorney's Fees. Should any litigation be commenced between the parties hereto concerning the subject of this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

SECTION 9 EXHIBITS AND SPECIAL PROVISIONS

9.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Scope of Services", consisting of **13** pages.

9.1.2. Exhibit B, "Payments to Engineer for Services", consisting of **2** pages.

9.2. This Agreement and the Exhibits identified above constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER

ENGINEER

City of Liberty

Veenstra & Kimm, Inc.

By: _____
Greg Canuteson, Mayor

By: *Seth M. McDonald*

[Corporate Seal]

Attest: _____
Deputy City Clerk

Attest: *Jim Gramling*

Address for giving notices
City Engineer
101 E. Kansas
Liberty, Missouri, 64068

Address for giving notices

9788 N Ash Avenue

Kansas City, MO 64157

Scope of Services December 4, 2023

Design Phase Services – Richfield Road Bridge Number 2475009

Consultant services will provide design services for the replacement of Bridge Number 2475009 which carries Richfield Road over Rush Creek. Services to be provided include Surveying, Geotechnical Services, Bridge Design and Roadway Design. A more thorough description for each is provided below.

Surveying

Surveying services will consist of completing a detailed topographic and boundary survey of the project site. Topographic survey will include all existing features and utilities per the best available information. Boundary survey will include all property lines and property owners' names. Services may include the preparation of easements and descriptions for permanent Right of Way and/or Temporary Construction Easements. Services included herein include the preparation of Descriptions and Exhibits for up to 5 parcels.

Geotechnical Services

Geotechnical Services will be completed by our subconsultant Geotechnology, LLC. For a detailed description of Geotechnical Services see attached proposal dated December 1, 2023.

Bridge Design

The engineering responsibilities may include but are not limited to the preparation of Conceptual plans, Preliminary plans, and Contract plans and Right of Way Plans. Design services will include the necessary hydraulic studies to provide a no rise condition for the replacement structure. Services will include the preparation of Job Special Provisions and Estimates for all bridge items. Two conceptual bridge options will be studied during the conceptual phase. Option one consisting of a perched structure with the approach roadway allowed to be overtop by the 100-year flood event and option two being a bridge length allowing for the protection of the approach roadway from the 100-year flood event. Final PS&E documents will be prepared and provided to the City of Liberty.

Roadway Design

The engineering responsibilities may include but are not limited to the preparation of Conceptual plans, Preliminary plans, Contract plans and Right of Way plans. Roadway Design Services will include the preparation of Right of Way plans (if needed), Traffic Control plans, and Erosion Control plans. Consultant will assist with public engagement as requested by the City of Liberty. Consultant will take the lead in utility coordination as needed as well as prepare all necessary permits for the project. Any costs associated with acquiring the necessary permits will be the responsibility of the City of Liberty. Roadway improvements are anticipated to consist of approach roadway improvements as needed for the smooth transition from the existing roadway to the replacement structure. The Consultant will prepare two conceptual options for consideration by the City of Liberty. Option one shall consist of a perched structure with minimal roadway improvements allowing for the approach roadway to be overtopped by the 100-year flood event as is currently experienced. Option two shall consist of additional roadway improvements which will protect the roadway from overtopping by the 100-year flood event. Upon direction from the City of Liberty on the preferred Conceptual Option, final PS&E documents will be prepared and provided to the City of Liberty.

Services Not Included

Services not included in this scope include Cultural Resource Investigation if determined necessary, Asbestos & Lead Paint inspections, assistance with the bidding process, and Construction Inspection Services. These services and any others determined necessary that are not identified above can be added to the scope through the execution of a supplemental agreement or separate agreement upon the request of the City of Liberty.



Via email: smcdonald@v-k.net

December 1, 2023

Mr. Scott M. McDonald, P.E., ENV SP
Veenstra & Kimm, Inc.
9788 N. Ash Avenue
Kansas City, Missouri 64157

Reference: Proposal for Geotechnical Exploration
Bridge Replacement
Richfield Road over Rush Creek
Liberty, Missouri
Geotechnology Proposal No. P044888.01

Dear Mr. McDonald:

Geotechnology, LLC (Geotechnology) is pleased to present this proposal for the referenced project. The purpose of our services will be to explore subsurface conditions and provide recommendations for design and construction of the geotechnical features of the project as given in the scope of services. This proposal is based on the recent correspondence between you and the undersigned, a discussion regarding the preliminary bridge plan with our Ms. Sheryl Gallagher, P.E., BC.GE, and a site visit.

1.0 PROJECT INFORMATION

The overall project consists of replacing the existing Richfield Road bridge over Rush Creek. Bridge plans have not been finalized; however, conceptual plans include a three-span bridge that has an overall length of approximately 130 feet. Preliminary plans include raising the bridge approximately 3 feet to be above the 100-year flood elevation and potentially raising the bridge approaches above the flood level.

Richfield Road is two-lane, asphalt pavement with blind curves to the bridge approaches. Based on our knowledge of the area, the creek channel is limestone bedrock.

2.0 SCOPE OF SERVICES

Veenstra & Kimm requested four borings for this bridge: one near each existing abutment and one approximately 50 feet east and west of each abutment. Further discussion of our scope of services is presented herein.

2.1 Right-of-Way Permit

Geotechnology will apply for the required right-of-way permit from the City of Liberty. We have assumed the permit fees and bond requirements will be waived.



2.2 Traffic Control

Closure of Richfield Road at the bridge is planned. Preparation of traffic control plans, and placement of the detour signage will be subcontracted and performed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

2.3 Field Exploration

- The borings are planned within the asphalt pavement. Pavement coring is not planned; however, the existing pavement section will be measured within the borehole.
- Each boring will be advanced to bedrock, anticipated at a depth of approximately 20 feet.
- Soil samples will be collected using split-spoon and Shelby tube sampling techniques at 2.5-foot intervals to 10 feet and 5-foot intervals thereafter.
- Bedrock will be cored 10 feet beyond auger refusal using wireline techniques.
- Borings will be backfilled with dry mix concrete and the pavement patched with Aquaphalt or quickset cement.
- Geotechnology will locate the borings in the field relative to site features and will contact Missouri One-Call. We recommend the project surveyor measure the as-drilled boring locations.
- Geotechnology will provide a full-time field geologist or engineer to oversee and manage the sample collection and soil identification process, provide direction during exploration, prepare boring logs of the material encountered, and transport samples to our laboratory for further testing.

2.4 Geotechnical Laboratory Testing

Laboratory testing will include the following:

- Moisture content
- Atterberg limits
- Unconfined compressive strength
- Dry unit weight
- One-dimensional consolidation

Photographs of the rock core will be included in the report.

2.5 Reporting

A report will be prepared under the supervision of a professional engineer registered in the State of Missouri. The report will include a summary of the results of the borings, laboratory tests and engineering analyses, and geotechnical design recommendations for the bridge. A summary of the items in the report follows:

- A discussion of our understanding of the project.
- A boring location plan.



- Identification of soil strata, including fill and expansive soils.
- General geological information, including the depth to auger refusal material and bedrock stratigraphy.
- Comments regarding existing fill, if encountered.
- Foundation recommendations for the bridge, including appropriate AASHTO LRFD criteria and anticipated settlement.
- L-pile parameters for deep foundations, if required.
- Embankment construction considerations, including settlement. Settlement will be estimated and based on correlated consolidation parameters derived from laboratory index test results.
- Groundwater and drainage considerations.
- Seismic considerations per AASHTO LRFD criteria.

Geotechnology will distribute the draft and final report in PDF format to Veenstra & Kimm.

3.0 SCHEDULE AND FEE

Coordination of boring locations, permit applications and utility notifications will take four days to complete. We have estimated it will take approximately one week to obtain the right-of-way permits. Mobilization and drilling will take approximately two days, weather permitting. Laboratory testing will be completed approximately two to three weeks after completion of the field services. Our report will be submitted approximately two weeks following completion of the laboratory testing. However, our findings and recommendations can be provided throughout the course of the project as test results and analyses are completed.

Our services will be provided for a lump sum fee of Sixteen Thousand Eight Hundred Dollars (\$16,800.00). This sum includes permitting; utility notification; drilling, sampling, concrete backfill and pavement patching at four locations; field geologist/engineer logging; laboratory testing; boring log preparation, and preparation of draft and final reports.

This proposal and fee have been prepared using Geotechnology's standard fee schedule and with the assumption that Geotechnology's Terms will be used as the contract mechanism. Geotechnology reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in Geotechnology's scope of services.



4.0 AUTHORIZATION

If this proposal, including the contractual terms, is acceptable please sign in the space provided on the following Terms and return one executed copy of the Terms and this proposal to our office as your authorization for us to proceed.

* * * * *

We appreciate the opportunity to submit this proposal for the referenced project and look forward to hearing from you soon. If you have a question or comment concerning this proposal, or if we may be of another service to you, please contact the undersigned.

Respectfully Submitted,

GEOTECHNOLOGY, LLC

Matt McQuality, P.E.
Office Lead

SDG/MHM:sdg/sem

Attachment: Important Information about This Geotechnical Engineering Proposal
Terms for Geotechnology's Services

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
 Telephone: 301/565-2733 Facsimile: 301/589-2017
 e-mail: info@geoprofessional.org www.geoprofessional.org

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TERMS FOR GEOTECHNOLOGY'S SERVICES

1 - THE AGREEMENT

- a. This AGREEMENT is made by and between: **Geotechnology, LLC**, hereinafter referred to as GEOTECHNOLOGY, and **Veenstra & Kimm, Inc.,** hereinafter referred to as CLIENT.
- b. The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. **P044888.01**, dated **December 1, 2023** and any exhibits or attachments noted in the PROPOSAL. In the event of a conflict between the TERMS and the PROPOSAL, the provisions of the TERMS shall govern unless the PROPOSAL specifically indicates that it is to govern. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.
- c. This proposal is valid for 30 days from **December 1, 2023**.
- d. The technical pricing information contained in this PROPOSAL submitted by GEOTECHNOLOGY is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of GEOTECHNOLOGY.
- e. It is intended by the parties to this AGREEMENT that GEOTECHNOLOGY'S services in connection with the project shall not subject GEOTECHNOLOGY'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against GEOTECHNOLOGY, a Missouri corporation, and CLIENT expressly waives CLIENT's rights against any of GEOTECHNOLOGY'S employees, officers or directors.

2 - STANDARD OF CARE

- a. CLIENT recognizes that conditions may vary from those observed at locations where borings, surveys, observations, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNOLOGY will be based solely on information available to GEOTECHNOLOGY. GEOTECHNOLOGY is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- b. GEOTECHNOLOGY offers different levels of services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive services yield more information and reduce the probability of error, but at increased cost. CLIENT has reviewed the scope of services and has determined that it does not need or want a greater level of service than that being provided.
- c. The standard of care for all professional engineering and related services performed under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. GEOTECHNOLOGY makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with any services performed or furnished by GEOTECHNOLOGY.

3 - SITE ACCESS AND SITE CONDITIONS

- a. CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNOLOGY to perform the services set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNOLOGY free access to the site. GEOTECHNOLOGY will take reasonable precautions to reduce damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.
- b. Unless indicated otherwise in the PROPOSAL, CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNOLOGY will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOTECHNOLOGY arising from damage done to subterranean structures and utilities not identified or accurately located.

4 - CHANGED CONDITIONS

- a. If, during the course of performance of this AGREEMENT, conditions or circumstances are discovered which were not contemplated by GEOTECHNOLOGY at the commencement of this AGREEMENT, GEOTECHNOLOGY shall notify CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and GEOTECHNOLOGY shall renegotiate, in good faith, the terms and conditions of this AGREEMENT.

5 - SAMPLES AND CUTTINGS

- a. GEOTECHNOLOGY will dispose of soil and rock samples ninety (90) days after submittal of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.
- b. Cuttings, rinse water, well development and other wastes will be left on site and are CLIENT's responsibility to dispose unless specifically addressed in the PROPOSAL.
- c. CLIENT shall take custody of all monitoring wells, probe holes and borings installed by GEOTECHNOLOGY and shall take any and all necessary steps for the proper maintenance, repair or closure for such wells, probes, or borings at CLIENT'S expense.

6 - OBSERVATION

- a. CLIENT recognizes that unanticipated or changed conditions may be encountered during construction and, principally for this reason, CLIENT shall retain GEOTECHNOLOGY to observe construction when GEOTECHNOLOGY has provided engineering services. CLIENT understands that construction observation is conducted to reduce – not eliminate – the risk of problems arising during construction and that provision of the service does not create a warranty or guarantee of any type. In all cases, contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based. Should GEOTECHNOLOGY for any reason not provide construction observation during the implementation of GEOTECHNOLOGY's plans, specifications, and recommendations, or should CLIENT restrict GEOTECHNOLOGY's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against GEOTECHNOLOGY, and indemnify, defend, and hold GEOTECHNOLOGY and its affiliated companies harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by GEOTECHNOLOGY.
- b. If GEOTECHNOLOGY is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the PROPOSAL, then this paragraph applies. For the specified assignment, GEOTECHNOLOGY will report observations and professional opinions to CLIENT. No action of GEOTECHNOLOGY's site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNOLOGY will report to CLIENT observed conditions related to services for which GEOTECHNOLOGY has been retained to perform which, in GEOTECHNOLOGY's professional opinion, do not conform with plans and specifications. GEOTECHNOLOGY has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNOLOGY's presence on site does not in any way guarantee the completion or quality of the work of any party retained by CLIENT to provide field or construction-related services.
- c. GEOTECHNOLOGY shall not be required to sign any document, no matter by whom requested, that would result in GEOTECHNOLOGY having to certify, guarantee, or warrant the existence of conditions whose existence GEOTECHNOLOGY cannot ascertain. CLIENT agrees not to make resolution of any dispute with GEOTECHNOLOGY or payment of any amount due to GEOTECHNOLOGY in any way contingent upon GEOTECHNOLOGY signing any such document.
- d. The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either express or implied. The definition and legal effect of any and all certifications shall be limited as stated herein.
- e. GEOTECHNOLOGY will strive to perform its construction materials testing services under this AGREEMENT in accordance with generally accepted testing procedures unless other procedures are specifically referenced in the text of the Project plans and/or specifications.
- f. GEOTECHNOLOGY will provide materials testing for samples specified by CLIENT or at a frequency specified by CLIENT and/or will collect samples for materials testing or conduct materials testing when contacted by the CLIENT. GEOTECHNOLOGY will provide foundation testing and/or television camera inspections on drilled shafts or piles constructed by and at a frequency specified by CLIENT. Engineering evaluation of the suitability of the number or types of samples is not provided by GEOTECHNOLOGY.
- g. Construction materials tests performed by GEOTECHNOLOGY on site are taken intermittently and indicate the general acceptability of materials on a statistical basis. GEOTECHNOLOGY'S tests and observation of materials are not a guarantee of the quality of other parties' work and do not relieve other parties from the responsibility to perform their work in accordance with applicable plans, specifications and requirements.

7 - JOBSITE

- a. Unless specifically set forth in the PROPOSAL, GEOTECHNOLOGY will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any other person or entity, or safety precautions and programs incident thereto. GEOTECHNOLOGY shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of GEOTECHNOLOGY or its employees or its subcontractors on a site shall imply that GEOTECHNOLOGY controls the operations of others, nor shall this be construed to be acceptance by GEOTECHNOLOGY of any responsibility for jobsite safety.
- b. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY'S services under this AGREEMENT are limited to geotechnical engineering, geophysical surveying, drilling, construction materials testing or deep foundation testing and GEOTECHNOLOGY shall have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials.
- c. CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNOLOGY of CLIENT's findings relative to the possible presence of such materials.
- d. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNOLOGY and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNOLOGY and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNOLOGY to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNOLOGY for measures taken to protect health and safety and/or any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials.
- e. GEOTECHNOLOGY agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNOLOGY and its affiliated companies harmless for any and all consequences of disclosures made by GEOTECHNOLOGY, which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- f. CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNOLOGY, which are found to be contaminated.

8 - BILLING AND PAYMENT

- a. CLIENT will pay GEOTECHNOLOGY in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNOLOGY, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNOLOGY in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The absence of written notification described above, shall constitute an unqualified acceptance of the invoice amount due and payable, and waiver by CLIENT of all claims with respect thereto.
- b. CLIENT recognizes that late payment of invoices results in extra expenses for GEOTECHNOLOGY. GEOTECHNOLOGY retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of GEOTECHNOLOGY'S invoices are not paid when due, GEOTECHNOLOGY reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this AGREEMENT until all past due amounts have been paid in full.
- c. If test results that indicate failure of a material to meet the intended specification require retesting of the material after additional work by parties responsible for that material, the cost of retesting will be invoiced to the CLIENT.
- d. GEOTECHNOLOGY may elect to adjust its rates under this AGREEMENT to account for changes in overhead rates and salary adjustments no sooner than one year from the date of this AGREEMENT, and no more often than once per year at the end of each subsequent year.

9 - TERMINATION

- a. This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. Both parties shall have the opportunity to initiate a mutually agreeable remedy for failure of performance within fifteen (15) days after notice of termination. In the event of termination, GEOTECHNOLOGY will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of cleanup, demobilization, completing analyses, records, and reports necessary to document job status at the time of termination.

10 - ALLOCATION OF RISK**10.1 LIMITATION OF LIABILITY**

- a. GEOTECHNOLOGY and CLIENT have evaluated the risks and rewards associated with this project, including GEOTECHNOLOGY'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of GEOTECHNOLOGY to CLIENT and third parties granted reliance is limited to the greater of \$50,000 or GEOTECHNOLOGY'S fee, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of GEOTECHNOLOGY'S services or this agreement regardless of cause or causes. Such causes include, but are not limited to, GEOTECHNOLOGY'S negligence, errors, omissions, strict liability, statutory liability, negligent misrepresentation, breach of contract, breach of warranty, or other acts giving rise to liability based on contract, tort or statute. If CLIENT prefers to have higher limits of liability coverage, GEOTECHNOLOGY agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of our total fee or \$1,000.00, whichever is greater.
- b. Neither party shall have any liability to the other party for loss of product, loss of profit, loss of use, or any other indirect, incidental, special or consequential damages incurred by the other party.

10.2 INDEMNIFICATION

- a. Subject to the provisions of the Limitation of Liability described in 10.1a. above, CLIENT and GEOTECHNOLOGY each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this AGREEMENT. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of CLIENT and GEOTECHNOLOGY, they shall be borne by each party in proportion to its negligence.
- b. CLIENT shall indemnify and hold harmless GEOTECHNOLOGY, its affiliated companies, agents, subcontractors, directors, officers, and employees, from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including reasonable attorney's fees or other loss arising from damage to subterranean structures or utilities which were not identified or located by CLIENT to GEOTECHNOLOGY in advance of our work or the discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.
- c. For the purposes of this AGREEMENT only, and except as provided under Paragraph 10.2 (a) above regarding the negligent performance of GEOTECHNOLOGY, CLIENT shall reimburse GEOTECHNOLOGY for or otherwise indemnify, defend, and save GEOTECHNOLOGY, its affiliated companies, agents, subcontractors, directors, officers and employees harmless from any and all demands, suits, judgment, expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from the presence or origination of hazardous substances, pollutants, or contaminants on CLIENT'S property, irrespective of whether such materials were generated or introduced before or after execution of this AGREEMENT; provided, however, that nothing hereinabove set forth is intended to shift any responsibility for employee claims that the parties may bear under the Worker's Compensation laws of the state in which the work is to be performed.

EXHIBIT A

- d. GEOTECHNOLOGY shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the work. Without contradiction of any assertion by CLIENT or third-party liability as described in Paragraph 10.2 (b) above and for the purposes of this AGREEMENT only, it is agreed that any hazardous materials, pollutants, or contaminants generated or encountered in the performance of the work shall be the responsibility of CLIENT.

11 - CONTINUING AGREEMENT

- a. The indemnity obligations and limitations of liabilities established throughout this AGREEMENT, regardless of paragraph number, shall survive the assignment, transfer, expiration or termination of this AGREEMENT.

12 -PREVAILING WAGE AND UNION MEMBERSHIP

- a. Unless CLIENT specifically informs GEOTECHNOLOGY in writing or it is specifically identified in our PROPOSAL and/or WORK AUTHORIZATION that prevailing wage regulations or union membership are required for the Project and the Scope of Services identifies it as covered, CLIENT will reimburse, defend, indemnify and hold harmless GEOTECHNOLOGY and its affiliated companies from and against any liability resulting from a subsequent determination that prevailing wage regulations or union membership cover the Project, including all additional costs, fines and attorneys' fees.

13 -THIRD PARTY RELIANCE UPON REPORTS

- a. All Documents are prepared solely for use by CLIENT (and Owner, if applicable) and shall not be provided to any other person or entity without GEOTECHNOLOGY'S written consent. CLIENT shall defend, indemnify and hold harmless GEOTECHNOLOGY, its affiliated companies, officers, shareholders and employees, from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without GEOTECHNOLOGY'S written consent.

14 -NON-SOLICITATION OF EMPLOYEES

- a. CLIENT recognizes that GEOTECHNOLOGY, as a part of the services covered by this AGREEMENT, may provide one or more of its employees to work with members of CLIENT'S project staff or specifically on a CLIENT'S project. For purposes of this AGREEMENT, an employee of GEOTECHNOLOGY may be a permanent or temporary employee assigned to provide services to CLIENT. CLIENT hereby agrees that CLIENT will not hire, either directly or indirectly, or provide inducement to hire an employee of GEOTECHNOLOGY either as an employee of CLIENT or as an employee of a subcontractor or supplier to CLIENT, such suppliers to include providers of contract labor, during the term of this AGREEMENT and for a period of six months after the termination of this AGREEMENT. Any hiring or inducement to hire any GEOTECHNOLOGY employee during the term of this AGREEMENT and for a period of six months after termination of this AGREEMENT will be subject to a fee equal to 25% of the total fee for services generated by that employee during a nominal 12-month period.

15 -DISPUTES RESOLUTION

- a. All claims, disputes, and other matters in controversy between GEOTECHNOLOGY and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, unless prohibited by law, GEOTECHNOLOGY shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and remedies available to it under law.
- b. If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:
 - (1) the claim will be brought and tried in St. Louis County, Missouri and CLIENT waives the right to move the action to any other county or judicial jurisdiction, and
 - (2) the prevailing party in any arbitration or litigation between GEOTECHNOLOGY and CLIENT shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness costs, and other claim related expenses. For purposes of this paragraph, a party prevails if (i) the judgment is equal to or in excess of the Plaintiff's last written demand for settlement, the Plaintiff shall also be entitled to recover its costs, expenses and reasonable attorney's fees from Defendant; (ii) the judgment is equal to or less than the Defendant's last written offer of settlement, the Defendant shall be entitled to recover its costs, expenses and reasonable attorney's fees from the Plaintiff; (iii) the judgment is in between the Plaintiff's last written demand for settlement and the Defendant's last offer of settlement, then neither party shall recover any of its costs, expenses or attorney's fees from the other.

16 -GOVERNING LAW AND SURVIVAL

- a. The law of the State of Missouri will govern the validity of these TERMS, their interpretation and performance.
- b. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

17 -SUCCESSORS AND ASSIGNS

- a. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interests herein (unless assignee assumes in writing assignor's obligations hereunder) without the prior written consent of the other party, which consent will not be unreasonably withheld. No assignment shall operate to relieve the assignor of its obligations under the AGREEMENT.

EXHIBIT A

18 - OTHER PROVISIONS

- a. It is agreed that this AGREEMENT is entered into by the parties for the sole benefit of the parties to the AGREEMENT, and that nothing in the AGREEMENT shall be construed to create a right or benefit for any third party.
- b. Neither party shall hold the other responsible for damages or delay in performance caused by weather and other acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- c. The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

19 - FUTURE SERVICES

- a. All future services rendered by GEOTECHNOLOGY at CLIENT'S request for the project described in the PROPOSAL and/or WORK AUTHORIZATION shall be conducted under the terms of this AGREEMENT.

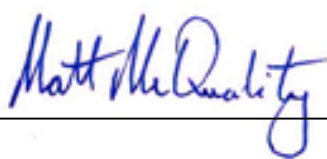
20 - SIGNATURES

- a. The parties have read the foregoing, including any attachments thereto, understand completely the terms, and willingly enter into this AGREEMENT that will become effective on the date signed below by CLIENT.

Veenstra & Kimm, Inc.

Geotechnology, LLC

_____(Signature)


_____(Signature)

By: _____(Print Name)

By Matt McQuality, P.E. (Print Name)

Position: _____

Position: Office Lead

Date: _____

Date: December 1, 2023

December 4, 2023

ATTACHMENT B

ESTIMATE OF HOURS AND COSTS
 RICHFIELD ROAD BRIDGE NO. 2475009 - DESIGN SERVICES
 LIBERTY, MISSOURI

DESIGN PHASE SERVICES		<u>Engr II-A</u>	<u>Engr III-C</u>	<u>Engr V</u>	<u>Engr X</u>	<u>Tech III</u>	<u>Survey I</u>	<u>Clerical</u>
1	Meeting and Conferences	1	1	2	2	0	2	0
2	Engineering Surveys	0	2	4	8	32	32	0
3	Hydraulic Studies	2	4	20	24	28	16	0
4	Utility Locates and Relocation	0	2	2	4	4	12	0
5	Preliminary Studies, Plans & Cost Estimate	1	4	12	20	32	0	0
6	Right-of-Way (Descriptions & Letters - Donated)	0	2	2	4	12	16	2
7	Permits and Approvals	1	2	4	8	2	0	0
8	Right-of-Way Negotiations (Donated)	0	2	2	4	2	2	0
9	Supplemental Design	2	4	12	24	20	0	0
10	Complete Original Drawings							
	Cover Sheet	0	2	2	2	2	0	0
	Typical Section & Details	0	1	2	2	2	0	0
	Plan & Profile	1	2	4	10	16	0	0
	Bridge Plan, Elevation, General Notes	0	2	4	8	12	0	0
	Footing Layout, Quantities, Etc.	1	2	6	10	12	0	0
	Intermediate & End Bent Details	1	4	12	20	24	0	0
	Girder Details	1	4	8	12	16	0	0
	Roadway Cross Sections	1	2	4	8	12	0	0
11	Modify Standard Drawings	2	2	6	12	16	0	0
12	Quantities and Cost Estimate	0	2	4	6	6	0	2
13	Contract Documents and Specifications	1	2	2	4	0	0	2
14	General Design Review	2	2	0	0	0	0	0
15	General Contract Document Review	2	2	0	0	0	0	1
16	P.S.&E. Submittal	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>1</u>
	TOTAL ESTIMATED HOURS	20	53	115	194	252	80	8

December 4, 2023

ATTACHMENT B

ESTIMATE OF HOURS AND COSTS
 RICHFIELD ROAD BRIDGE NO. 2475009 - DESIGN SERVICES
 LIBERTY, MISSOURI

DESIGN PHASE SERVICES

Labor Costs

Engineer II-A	20 Hours @	\$63.90	=	\$1,278
Engineer III-C	53 Hours @	\$60.50	=	3,207
Engineer V	115 Hours @	\$50.80	=	5,842
Engineer X	194 Hours @	\$33.80	=	6,557
Technician III	252 Hours @	\$43.30	=	10,912
Survey I	80 Hours @	\$60.00	=	4,800
Clerical	8 Hours @	\$25.50	=	204
	<u>722</u>			

TOTAL LABOR COSTS \$32,800

OVERHEAD COSTS - 119.00% 39,032

EXPENSES

Geotechnology (Geotechnical)		=	16,800
FEMA Data Request		=	400
Motel & Subsistence		=	0
Printing & Reproduction		=	90
Mileage -	150 miles @	\$0.655	= <u>98</u>

TOTAL ESTIMATED EXPENSES			<u>17,388</u>
TOTAL ESTIMATED COST			<u>89,220</u>
FIXED FEE	15%	x	71,832
ESTIMATED AMOUNT PAYABLE			<u>10,775</u>
			\$99,995

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: ORDINANCE APPROVING A CONTRACT WITH VEENSTRA & KIMM FOR DESIGN OF THE MARILYNN & SHERRILL AVENUE BRIDGE DESIGN IN AN AMOUNT NOT TO EXCEED \$99,985.00

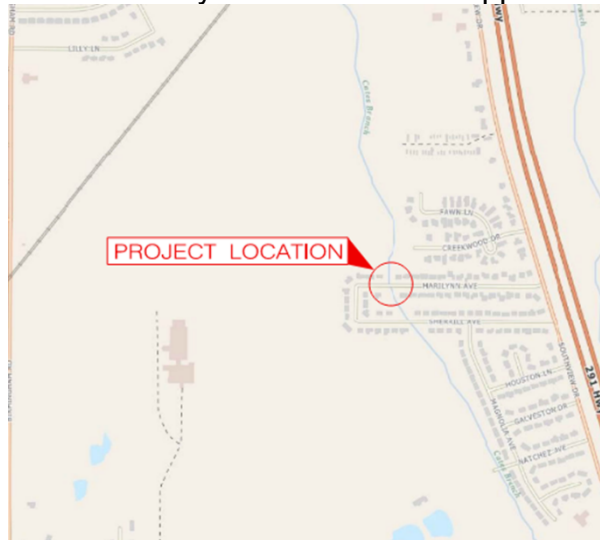
Summary:

- Ordinance approving a \$99,985.00 contract with Veenstra & Kimm, Inc. for the design of City Project PW-23-018, Marilynn & Sherrill Avenue Bridge Design.
- City Bridges are inspected by MoDOT every two years.
- Marilynn Ave. and Sherrill Ave. bridges are deteriorated and rated in fair to poor condition.
- Marilynn Ave. Bridge will be replaced, followed by the Sherrill Avenue Bridge, then being closed.

Background:

The Missouri Department of Transportation (MoDOT) inspects all City of Liberty bridges every two years. The last round of inspections was in December 2021 with the next round of inspections scheduled for mid to late December 2023. MoDOT provides bridge inspection reports to the City for each bridge, which includes bridge structure and bridge deck condition ratings.

The Marilynn Avenue and Sherrill Avenue bridges cross Cates Branch Creek in the South Country Club subdivision approximately 0.25 miles west of Southview Drive:



There is a bridge on Marilynn Avenue and another bridge on Sherrill Avenue, both of which are in fair condition. Because the two bridges serve only 21 houses on the west side of the creek, City staff determined that replacing one of the bridges and closing the other bridge would be most cost-effective. The upstream Marilynn Avenue Bridge was selected to be replaced while the Sherrill Avenue Bridge would then be closed following

the Marilyn Ave. replacement. Street improvements to Sherrill would provide a cul-de-sac or hammerhead at each street termination on each side of the creek for vehicles to turn around.

The existing 23-foot-long structure on Marilyn Avenue is a single span, precast concrete channel beam bridge:



PHOTO 1 - SOUTH ELEVATION



PHOTO 2 - NORTH ELEVATION

According to the 2021 MoDOT inspection report, the Marilyn Avenue bridge is deteriorated with a bridge deck condition rating of 4 (fair), while the structure condition rating is 4 (fair). The bridge is currently posted to 10 ton load limits. Bridge ratings are on a scale of 0 to 9, with 0 being critical requiring closure, up to 9 being new. Engineering consultant company, Veenstra & Kimm conducted a Bridge Engineering Assistance Program (BEAP) study for the City in 2021 with a recommendation to replace the bridge.

City staff requested that Veenstra & Kimm provide a proposal for the design of a bridge replacement through the City's engineering consultant pre-qualification process. Negotiations of scope and fees for the design of a bridge replacement project resulted in a proposed design contract amount of \$99,985.00.

The approved 2023 City Budget allotted \$250,000.00 of transportation funds for bridge maintenance and replacement projects. Remaining funds will be utilized for other bridge related projects. Funding for construction of the bridge replacement will be determined in the future. Having design plans in place provides an advantage in potential grant funding opportunities.

City staff recommends approving an ordinance approving a contract with Veenstra & Kimm, Inc. for the Marilyn & Sherrill Avenue Bridge Design in the amount of \$99,985.00.

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: 52.75.607.14.5627	Amount: \$99,985.00
	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 Veenstra & Kimm for Marilyn Sherrill Bridge
2. Contract - Marilyn Sherrill Bridge Design - VK

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH VEENSTRA & KIMM, INC. FOR THE MARILYNN & SHERRILL AVENUE BRIDGE DESIGN PROJECT IN AN AMOUNT NOT TO EXCEED \$99,985.00

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 Contract for City of Liberty Project 23-018, Marilynn & Sherrill Avenue Bridge Design by and between the City of Liberty and Veenstra & Kimm, Inc., in an amount not to exceed NINETY-NINE THOUSAND NINE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS (\$99,985.00), 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 ENGINEERING SERVICES
LIBERTY, MISSOURI

THIS IS AN AGREEMENT made as of _____, 20____

between Mayor, City Council, and the Citizens of the City of Liberty, Missouri, a municipal corporation (OWNER) and **Veenstra & Kimm, Inc.** (ENGINEER) for the **Marilynn & Sherrill Avenue Bridge Design**, Project Number **PW-23-018**.

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

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

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

SECTION 1 GENERAL

1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as herein-after provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Consultants as OWNER approves in advance in writing to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties,

express or implied under this Agreement or otherwise, in connection with ENGINEER's services.

1.2. Coordination with Other Documents.

Not used.

1.3. Definitions.

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 BASIC SERVICES OF ENGINEER

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

Except as otherwise provided herein, the Engineer shall not furnish any services with respect to the removal, encapsulation or containment of any hazardous waste 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 ENGINEER

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

SECTION 4 OWNER'S RESPONSIBILITIES

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

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

4.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all available design and construction standards which OWNER will require to

be included in the Drawings and Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

4.7.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work.

ENGINEER does not undertake in this Agreement to perform the services referred to in

4.7.1. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

4.8. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

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

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

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

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

SECTION 5 TIMES FOR RENDERING SERVICES

5.1. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.1.1 ENGINEER and OWNER shall make every effort possible to comply with the following schedule of Project milestones:

Notice-to-Proceed	Jan. 2, 2024
Bid Ready Plans and Specifications to OWNER	Dec. 31, 2024

5.2. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of

time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

5.3. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER:

5.3.1. for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

5.3.2. for more than one year through no fault of ENGINEER, or if ENGINEER for any reason is required to render Construction Phase services more than one year after Substantial Completion is achieved, the rates and amounts of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment to reflect, among other things, changes in the various elements that comprise such rates of compensation.

5.4. In the event that the work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in Exhibit A whether or not the work under such contracts is to proceed concurrently.

SECTION 6 PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1 Methods of Payment for Services and Expenses of ENGINEER.

6.1.1. For Basic Services. OWNER shall pay ENGINEER **\$99,985.00** 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 ENGINEER 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 ENGINEER's standard invoicing practices and will be

submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

6.2.2. Unpaid Invoices. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested together with such sums as may be necessary to correct defective work and pay liquidated damages (if applicable) may be withheld from payment, and the undisputed portion will be paid.

6.2.3. Payments Upon Termination.

6.2.3.1. Termination by OWNER for Cause. In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.1.2. During any phase of the Basic Services, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. ENGINEER also will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.2. Termination by OWNER for Convenience. In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ENGINEER also will be paid for such services performed or furnished by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. In addition, ENGINEER will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services

through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and for termination expenses under sub-paragraph 6.2.3.2.3 below.

6.2.3.2.3. In the event of termination by OWNER for convenience during or at completion of any phase of Basic Services, OWNER shall pay ENGINEER's reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of Additional Services measured from the date of termination. Notwithstanding any other provision of this agreement, under no circumstances shall ENGINEER be paid on the basis of anticipated profits in the event of termination for any reason, including but not limited to termination for default which was later determined to be unjustified.

6.2.3.3. Termination By ENGINEER for Cause. In the event of termination by ENGINEER for cause under paragraph 8.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

SECTION 7 OPINIONS OF COST

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

7.2. Opinions of Total Project Costs. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

SECTION 8 GENERAL CONSIDERATIONS

8.1. Termination. The obligation to provide further services under this Agreement may be terminated:

8.1.1. For cause,

8.1.1.1. by either party upon thirty days' written notice in the event of substantial failure

by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

8.1.1.2. by ENGINEER:

8.1.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

8.1.1.2.2. upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

8.1.1.2.3 In the case of termination under this paragraph 8.1.1.2, ENGINEER shall have no liability to OWNER on account of such termination.

8.1.2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

8.2. Reuse of Documents. All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER'S consultants) pursuant to this Agreement are and shall remain the property of the OWNER, whether the project for which they are prepared are executed or not. The ENGINEER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the project. The Drawings and Specifications may be used by the OWNER only for completion of this project, or if the ENGINEER is adjudged to be in default under this Agreement, for completion of this project by others without further compensation of the ENGINEER.

8.3. Insurance.

8.3.1. ENGINEER shall procure and maintain professional liability insurance to protect the ENGINEER against the negligent acts, errors or omissions of the ENGINEER and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement. The ENGINEER's insurance coverage shall not be for less than \$2,000,000, each claim and in the annual aggregate.

8.3.2. ENGINEER shall also procure and maintain the following insurance.

8.3.2.1 General Liability Insurance, with a combined single limit of \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

8.3.2.2. Automobile Liability Insurance, with a combined single limit of \$2,000,000 for each person and \$2,000,000 for each accident.

8.3.2.3. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

8.4. Controlling Law. This Agreement is to be governed by the law of the State of Missouri.

8.5. Successors and Assigns.

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this Agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

8.6. Allocation of Risks--Indemnification.

8.6.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

8.7. Notices.

Any notice required under this Agreement will be in writing, addressed to the

appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested or by a nationally recognized overnight courier service, provided, however, that in the case of OWNER, a copy of such notice must also be mailed by first class mail to GEORGE E. KAPKE, KAPKE & WILLERTH, L.L.C, 3304 NE Ralph Powell Road, Lee's Summit, Missouri 64064. All notices shall be effective on the date of receipt, if given personally, and on the third day following placing of such notice in the U.S. Mail or the delivery of such notice to a nationally recognized overnight courier service.

8.8. Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

8.9. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.10. Attorney's Fees. Should any litigation be commenced between the parties hereto concerning the subject of this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

SECTION 9 EXHIBITS AND SPECIAL PROVISIONS

9.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Scope of Services", consisting of **14** pages.

9.1.2. Exhibit B, "Payments to Engineer for Services", consisting of **2** pages.

9.2. This Agreement and the Exhibits identified above constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER

ENGINEER

City of Liberty

Veenstra & Kimm, Inc.

By: _____
Greg Canuteson, Mayor

By: *Scott M. McDonald*

[Corporate Seal]

Attest: _____
Deputy City Clerk

Attest: *Jim Gramling*

Address for giving notices
City Engineer
101 E. Kansas
Liberty, Missouri, 64068

Address for giving notices

9788 N Ash Avenue

Kansas City, MO 64157

Scope of Services December 4, 2023

Design Phase Services – Marilynn Avenue Bridge Number 2475002

Consultant services will provide design services for the replacement of Bridge Number 2475002 which carries Marilynn Avenue over Cates Branch. Services to be provided include Surveying, Geotechnical Services, Bridge Design and Roadway Design. A more thorough description for each is provided below.

Surveying

Surveying services will consist of completing a detailed topographic and boundary survey of the project site. Topographic survey will include all existing features and utilities per the best available information. Boundary survey will include all property lines and property owners' names. Services may include the preparation of easements and descriptions for permanent Right of Way and/or Temporary Construction Easements. Services included herein include the preparation of Descriptions and Exhibits for up to 4 parcels.

Geotechnical Services

Geotechnical Services will be completed by our subconsultant Geotechnology, LLC. For a detailed description of Geotechnical Services see attached proposal dated December 1, 2023.

Bridge Design

The engineering responsibilities may include but are not limited to the preparation of Conceptual plans, Preliminary plans, and Contract plans and Right of Way plans. Design services will include the necessary hydraulic studies to provide a no rise condition for the replacement structure. Services will include the preparation of Job Special Provisions and Estimates for all bridge items. Final PS&E documents will be prepared and provided to the City of Liberty.

Roadway Design

The engineering responsibilities may include but are not limited to the preparation of Conceptual plans, Preliminary plans, Contract plans and Right of Way plans. Roadway Design Services will include the preparation of Right of Way plans (if needed), Traffic Control plans, and Erosion Control plans. Consultant will assist with public engagement as requested by the City of Liberty. Consultant will take the lead in utility coordination as needed as well as prepare all necessary permits for the project. Any costs associated with acquiring the necessary permits will be the responsibility of the City of Liberty. Roadway improvements are anticipated to consist of minimal approach roadway improvements as needed for the smooth transition from the existing roadway to the replacement structure. Final PS&E documents will be prepared and provided to the City of Liberty.

Services Not Included

Services not included in this scope include Cultural Resource Investigation if determined necessary, Asbestos & Lead Paint inspections, assistance with the bidding process, and Construction Inspection Services. These services and any others determined necessary that are not identified above can be added to the scope through the execution of a supplemental agreement or separate agreement upon the request of the City of Liberty.

Design Phase Services – Sherrill Avenue Bridge Number 2475003

Consultant services will provide design services for the removal of Bridge Number 2475003 which carries Sherrill Street over Cates Branch. Services to be provided include Surveying, Bridge Design and Roadway Design. A more thorough description for each is provided below.

Surveying

Surveying services will consist of completing a detailed topographic and boundary survey of the project site. Topographic survey will include all existing features and utilities per the best available information. Boundary survey will include all property lines and property owners' names. Services may include the preparation of easements and descriptions for permanent Right of Way and/or Temporary Construction Easements. Services included herein include the preparation of Descriptions and Exhibits for up to 4 parcels.

Bridge Design

The engineering responsibilities may include but are not limited to the preparation of Conceptual plans, Preliminary plans, and Contract plans and Right of Way Plans. Design services will include the preparation of plans for the removal of Bridge Number 2475003. Services will include the preparation of Job Special Provisions and Estimates for all bridge items. Final PS&E documents will be prepared and provided to the City of Liberty.

Roadway Design

The engineering responsibilities may include but are not limited to the preparation of Conceptual plans, Preliminary plans, Contract plans and Right of Way plans. Roadway Design Services will include the preparation of Right of Way plans (if needed), Traffic Control plans, and Erosion Control plans. Consultant will assist with public engagement as requested by the City of Liberty. Consultant will take the lead in utility coordination as needed as well as prepare all necessary permits for the project. Any costs associated with acquiring the necessary permits will be the responsibility of the City of Liberty. Roadway improvements are anticipated to consist of the addition of turnarounds at each dead-end created by the removal of Bridge Number 2475003. Final PS&E documents will be prepared and provided to the City of Liberty.

Services Not Included

Services not included in this scope include Cultural Resource Investigation if determined necessary, Asbestos & Lead Paint inspections, assistance with the bidding process, and Construction Inspection Services. These services and any others determined necessary that are not identified above can be added to the scope through the execution of a supplemental agreement or separate agreement upon the request of the City of Liberty.

Via email: smcdonald@v-k.net

December 1, 2023

Mr. Scott M. McDonald, P.E., ENV SP
Veenstra & Kimm, Inc.
9788 N. Ash Avenue
Kansas City, Missouri 64157

Reference: Proposal for Geotechnical Exploration
Bridge Replacement
Marilynn Avenue over Cates Branch
Liberty, Missouri
Geotechnology Proposal No. P044889.01

Dear Mr. McDonald:

Geotechnology, LLC (Geotechnology) is pleased to present this proposal for the referenced project. The purpose of our services will be to explore subsurface conditions and provide recommendations for design and construction of the geotechnical features of the project as given in the scope of services. This proposal is based on the recent correspondence between you and the undersigned, and a site visit.

1.0 PROJECT INFORMATION

The overall project consists of replacing the existing Marilynn Avenue bridge over Cates Branch. Bridge plans have not been finalized; however, conceptual plans include a single-span bridge that has an overall length of approximately 40 feet. Preliminary plans include raising the site grade approximately 2 feet for slopes of 2 horizontal to 1 vertical under the bridge.

Marilynn Avenue is a narrow, two-lane asphalt pavement. The existing bridge has concrete wing walls. Based on our knowledge of the area, the limestone bedrock is anticipated near a depth of 50 feet.

2.0 SCOPE OF SERVICES

Veenstra & Kimm requested two borings for this bridge: one near each planned abutment. Further discussion of our scope of services is presented herein.

2.1 Right-of-Way Permit

Geotechnology will apply for the required right-of-way permit from the City of Liberty. We have assumed the permit fees and bond requirements will be waived.



2.2 Traffic Control

Closure of Marilynn Avenue at the bridge is planned. Preparation of traffic control plans, and placement of the detour signage will be subcontracted and performed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

2.3 Field Exploration

- The borings are planned within the asphalt pavement. Pavement coring is not planned; however, the existing pavement section will be measured within the borehole.
- Each boring will be advanced to bedrock, anticipated at a depth of approximately 50 feet.
- Soil samples will be collected using split-spoon and Shelby tube sampling techniques at 2.5-foot intervals to 10 feet and 5-foot intervals thereafter.
- Bedrock will be cored 10 feet beyond auger refusal using wireline techniques.
- Borings will be backfilled with dry mix concrete and the pavement patched with Aquaphalt or quickset cement.
- Geotechnology will locate the borings in the field relative to site features and will contact Missouri One-Call. We recommend the project surveyor obtain the as-drilled boring locations.
- Geotechnology will provide a full-time field geologist or engineer to oversee and manage the sample collection and soil identification process, provide direction during exploration, prepare boring logs of the material encountered, and transport samples to our laboratory for further testing.

2.4 Geotechnical Laboratory Testing

Laboratory testing will include the following:

- Moisture content
- Atterberg limits
- Unconfined compressive strength
- Dry unit weight

Photographs of the rock core will be provided in the report.

2.5 Reporting

A report will be prepared under the supervision of a professional engineer registered in the State of Missouri. The report will include a summary of the results of the borings, laboratory tests and engineering analyses, and geotechnical design recommendations for the bridge. A summary of the items in the report follows:

- A discussion of our understanding of the project.
- A boring location plan.
- Identification of soil strata, including fill and expansive soils.



- General geological information, including the depth to auger refusal material and bedrock classification.
- Comments regarding existing fill, if encountered.
- Foundation recommendations for the bridge, including appropriate AASHTO LRFD criteria and anticipated settlement.
- L-pile parameters for deep foundations.
- Embankment construction considerations, including settlement. Settlement will be estimated and based on correlated consolidation parameters derived from laboratory index test results.
- Groundwater and drainage considerations.
- Seismic considerations per AASHTO LRFD criteria.

Geotechnology will distribute the draft and final report in PDF format to Veenstra & Kimm.

3.0 SCHEDULE AND FEE

Coordination of boring locations, permit applications and utility notifications will take four days to complete. We have estimated it will take approximately one week to obtain the right-of-way permits. Mobilization and drilling will take approximately two days, weather permitting. Laboratory testing will be completed approximately two to three weeks after completion of the field services. Our report will be submitted approximately two weeks following completion of the laboratory testing. However, our findings and recommendations can be provided throughout the course of the project as test results and analyses are completed.

Our services will be provided for a lump sum fee of Fifteen Thousand Eight Hundred Dollars (\$15,800.00). This sum includes permitting; utility notification; drilling, sampling, concrete backfill and pavement patching at two locations; field geologist/engineer logging; laboratory testing; boring log preparation, and preparation of draft and final reports.

This proposal and fee have been prepared using Geotechnology's standard fee schedule and with the assumption that Geotechnology's Terms will be used as the contract mechanism. Geotechnology reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in Geotechnology's scope of services.



4.0 AUTHORIZATION

If this proposal, including the contractual terms, is acceptable please sign in the space provided on the following Terms and return one executed copy of the Terms and this proposal to our office as your authorization for us to proceed.

* * * * *

We appreciate the opportunity to submit this proposal for the referenced project and look forward to hearing from you soon. If you have a question or comment concerning this proposal, or if we may be of another service to you, please contact the undersigned.

Respectfully Submitted,

GEOTECHNOLOGY, LLC

Matt McQuality, P.E.
Office Lead

SDG/MHM:sdg/sem

Attachment: Important Information about This Geotechnical Engineering Proposal
Terms for Geotechnology's Services

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that

was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly Uninsurable risk of assuming responsibility for services it

did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.



**GEOPROFESSIONAL
BUSINESS
ASSOCIATION**

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TERMS FOR GEOTECHNOLOGY'S SERVICES

1 - THE AGREEMENT

- a. This AGREEMENT is made by and between: **Geotechnology, LLC**, hereinafter referred to as GEOTECHNOLOGY, and **Veenstra & Kimm, Inc.,** hereinafter referred to as CLIENT.
- b. The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. **P044889.01**, dated **December 1, 2023** and any exhibits or attachments noted in the PROPOSAL. In the event of a conflict between the TERMS and the PROPOSAL, the provisions of the TERMS shall govern unless the PROPOSAL specifically indicates that it is to govern. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.
- c. This proposal is valid for 30 days from **December 1, 2023**.
- d. The technical pricing information contained in this PROPOSAL submitted by GEOTECHNOLOGY is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of GEOTECHNOLOGY.
- e. It is intended by the parties to this AGREEMENT that GEOTECHNOLOGY'S services in connection with the project shall not subject GEOTECHNOLOGY'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against GEOTECHNOLOGY, a Missouri corporation, and CLIENT expressly waives CLIENT's rights against any of GEOTECHNOLOGY'S employees, officers or directors.

2 - STANDARD OF CARE

- a. CLIENT recognizes that conditions may vary from those observed at locations where borings, surveys, observations, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNOLOGY will be based solely on information available to GEOTECHNOLOGY. GEOTECHNOLOGY is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- b. GEOTECHNOLOGY offers different levels of services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive services yield more information and reduce the probability of error, but at increased cost. CLIENT has reviewed the scope of services and has determined that it does not need or want a greater level of service than that being provided.
- c. The standard of care for all professional engineering and related services performed under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. GEOTECHNOLOGY makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with any services performed or furnished by GEOTECHNOLOGY.

3 - SITE ACCESS AND SITE CONDITIONS

- a. CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNOLOGY to perform the services set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNOLOGY free access to the site. GEOTECHNOLOGY will take reasonable precautions to reduce damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.
- b. Unless indicated otherwise in the PROPOSAL, CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNOLOGY will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOTECHNOLOGY arising from damage done to subterranean structures and utilities not identified or accurately located.

4 - CHANGED CONDITIONS

- a. If, during the course of performance of this AGREEMENT, conditions or circumstances are discovered which were not contemplated by GEOTECHNOLOGY at the commencement of this AGREEMENT, GEOTECHNOLOGY shall notify CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and GEOTECHNOLOGY shall renegotiate, in good faith, the terms and conditions of this AGREEMENT.

5 - SAMPLES AND CUTTINGS

- a. GEOTECHNOLOGY will dispose of soil and rock samples ninety (90) days after submittal of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.
- b. Cuttings, rinse water, well development and other wastes will be left on site and are CLIENT's responsibility to dispose unless specifically addressed in the PROPOSAL.
- c. CLIENT shall take custody of all monitoring wells, probe holes and borings installed by GEOTECHNOLOGY and shall take any and all necessary steps for the proper maintenance, repair or closure for such wells, probes, or borings at CLIENT'S expense.

6 - OBSERVATION

- a. CLIENT recognizes that unanticipated or changed conditions may be encountered during construction and, principally for this reason, CLIENT shall retain GEOTECHNOLOGY to observe construction when GEOTECHNOLOGY has provided engineering services. CLIENT understands that construction observation is conducted to reduce – not eliminate – the risk of problems arising during construction and that provision of the service does not create a warranty or guarantee of any type. In all cases, contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based. Should GEOTECHNOLOGY for any reason not provide construction observation during the implementation of GEOTECHNOLOGY's plans, specifications, and recommendations, or should CLIENT restrict GEOTECHNOLOGY's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against GEOTECHNOLOGY, and indemnify, defend, and hold GEOTECHNOLOGY and its affiliated companies harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by GEOTECHNOLOGY.
- b. If GEOTECHNOLOGY is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the PROPOSAL, then this paragraph applies. For the specified assignment, GEOTECHNOLOGY will report observations and professional opinions to CLIENT. No action of GEOTECHNOLOGY's site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNOLOGY will report to CLIENT observed conditions related to services for which GEOTECHNOLOGY has been retained to perform which, in GEOTECHNOLOGY's professional opinion, do not conform with plans and specifications. GEOTECHNOLOGY has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNOLOGY's presence on site does not in any way guarantee the completion or quality of the work of any party retained by CLIENT to provide field or construction-related services.
- c. GEOTECHNOLOGY shall not be required to sign any document, no matter by whom requested, that would result in GEOTECHNOLOGY having to certify, guarantee, or warrant the existence of conditions whose existence GEOTECHNOLOGY cannot ascertain. CLIENT agrees not to make resolution of any dispute with GEOTECHNOLOGY or payment of any amount due to GEOTECHNOLOGY in any way contingent upon GEOTECHNOLOGY signing any such document.
- d. The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either express or implied. The definition and legal effect of any and all certifications shall be limited as stated herein.
- e. GEOTECHNOLOGY will strive to perform its construction materials testing services under this AGREEMENT in accordance with generally accepted testing procedures unless other procedures are specifically referenced in the text of the Project plans and/or specifications.
- f. GEOTECHNOLOGY will provide materials testing for samples specified by CLIENT or at a frequency specified by CLIENT and/or will collect samples for materials testing or conduct materials testing when contacted by the CLIENT. GEOTECHNOLOGY will provide foundation testing and/or television camera inspections on drilled shafts or piles constructed by and at a frequency specified by CLIENT. Engineering evaluation of the suitability of the number or types of samples is not provided by GEOTECHNOLOGY.
- g. Construction materials tests performed by GEOTECHNOLOGY on site are taken intermittently and indicate the general acceptability of materials on a statistical basis. GEOTECHNOLOGY'S tests and observation of materials are not a guarantee of the quality of other parties' work and do not relieve other parties from the responsibility to perform their work in accordance with applicable plans, specifications and requirements.

7 - JOBSITE

- a. Unless specifically set forth in the PROPOSAL, GEOTECHNOLOGY will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any other person or entity, or safety precautions and programs incident thereto. GEOTECHNOLOGY shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of GEOTECHNOLOGY or its employees or its subcontractors on a site shall imply that GEOTECHNOLOGY controls the operations of others, nor shall this be construed to be acceptance by GEOTECHNOLOGY of any responsibility for jobsite safety.
- b. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY'S services under this AGREEMENT are limited to geotechnical engineering, geophysical surveying, drilling, construction materials testing or deep foundation testing and GEOTECHNOLOGY shall have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials.
- c. CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNOLOGY of CLIENT's findings relative to the possible presence of such materials.
- d. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNOLOGY and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNOLOGY and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNOLOGY to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNOLOGY for measures taken to protect health and safety and/or any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials.
- e. GEOTECHNOLOGY agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNOLOGY and its affiliated companies harmless for any and all consequences of disclosures made by GEOTECHNOLOGY, which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- f. CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNOLOGY, which are found to be contaminated.

8 - BILLING AND PAYMENT

- a. CLIENT will pay GEOTECHNOLOGY in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNOLOGY, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNOLOGY in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The absence of written notification described above, shall constitute an unqualified acceptance of the invoice amount due and payable, and waiver by CLIENT of all claims with respect thereto.
- b. CLIENT recognizes that late payment of invoices results in extra expenses for GEOTECHNOLOGY. GEOTECHNOLOGY retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of GEOTECHNOLOGY'S invoices are not paid when due, GEOTECHNOLOGY reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this AGREEMENT until all past due amounts have been paid in full.
- c. If test results that indicate failure of a material to meet the intended specification require retesting of the material after additional work by parties responsible for that material, the cost of retesting will be invoiced to the CLIENT.
- d. GEOTECHNOLOGY may elect to adjust its rates under this AGREEMENT to account for changes in overhead rates and salary adjustments no sooner than one year from the date of this AGREEMENT, and no more often than once per year at the end of each subsequent year.

9 - TERMINATION

- a. This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. Both parties shall have the opportunity to initiate a mutually agreeable remedy for failure of performance within fifteen (15) days after notice of termination. In the event of termination, GEOTECHNOLOGY will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of cleanup, demobilization, completing analyses, records, and reports necessary to document job status at the time of termination.

10 - ALLOCATION OF RISK**10.1 LIMITATION OF LIABILITY**

- a. GEOTECHNOLOGY and CLIENT have evaluated the risks and rewards associated with this project, including GEOTECHNOLOGY'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of GEOTECHNOLOGY to CLIENT and third parties granted reliance is limited to the greater of \$50,000 or GEOTECHNOLOGY'S fee, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of GEOTECHNOLOGY'S services or this agreement regardless of cause or causes. Such causes include, but are not limited to, GEOTECHNOLOGY'S negligence, errors, omissions, strict liability, statutory liability, negligent misrepresentation, breach of contract, breach of warranty, or other acts giving rise to liability based on contract, tort or statute. If CLIENT prefers to have higher limits of liability coverage, GEOTECHNOLOGY agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of our total fee or \$1,000.00, whichever is greater.
- b. Neither party shall have any liability to the other party for loss of product, loss of profit, loss of use, or any other indirect, incidental, special or consequential damages incurred by the other party.

10.2 INDEMNIFICATION

- a. Subject to the provisions of the Limitation of Liability described in 10.1a. above, CLIENT and GEOTECHNOLOGY each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this AGREEMENT. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of CLIENT and GEOTECHNOLOGY, they shall be borne by each party in proportion to its negligence.
- b. CLIENT shall indemnify and hold harmless GEOTECHNOLOGY, its affiliated companies, agents, subcontractors, directors, officers, and employees, from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including reasonable attorney's fees or other loss arising from damage to subterranean structures or utilities which were not identified or located by CLIENT to GEOTECHNOLOGY in advance of our work or the discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.
- c. For the purposes of this AGREEMENT only, and except as provided under Paragraph 10.2 (a) above regarding the negligent performance of GEOTECHNOLOGY, CLIENT shall reimburse GEOTECHNOLOGY for or otherwise indemnify, defend, and save GEOTECHNOLOGY, its affiliated companies, agents, subcontractors, directors, officers and employees harmless from any and all demands, suits, judgment, expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from the presence or origination of hazardous substances, pollutants, or contaminants on CLIENT'S property, irrespective of whether such materials were generated or introduced before or after execution of this AGREEMENT; provided, however, that nothing hereinabove set forth is intended to shift any responsibility for employee claims that the parties may bear under the Worker's Compensation laws of the state in which the work is to be performed.

EXHIBIT A

- d. GEOTECHNOLOGY shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the work. Without contradiction of any assertion by CLIENT or third-party liability as described in Paragraph 10.2 (b) above and for the purposes of this AGREEMENT only, it is agreed that any hazardous materials, pollutants, or contaminants generated or encountered in the performance of the work shall be the responsibility of CLIENT.

11 - CONTINUING AGREEMENT

- a. The indemnity obligations and limitations of liabilities established throughout this AGREEMENT, regardless of paragraph number, shall survive the assignment, transfer, expiration or termination of this AGREEMENT.

12 -PREVAILING WAGE AND UNION MEMBERSHIP

- a. Unless CLIENT specifically informs GEOTECHNOLOGY in writing or it is specifically identified in our PROPOSAL and/or WORK AUTHORIZATION that prevailing wage regulations or union membership are required for the Project and the Scope of Services identifies it as covered, CLIENT will reimburse, defend, indemnify and hold harmless GEOTECHNOLOGY and its affiliated companies from and against any liability resulting from a subsequent determination that prevailing wage regulations or union membership cover the Project, including all additional costs, fines and attorneys' fees.

13 -THIRD PARTY RELIANCE UPON REPORTS

- a. All Documents are prepared solely for use by CLIENT (and Owner, if applicable) and shall not be provided to any other person or entity without GEOTECHNOLOGY'S written consent. CLIENT shall defend, indemnify and hold harmless GEOTECHNOLOGY, its affiliated companies, officers, shareholders and employees, from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without GEOTECHNOLOGY'S written consent.

14 -NON-SOLICITATION OF EMPLOYEES

- a. CLIENT recognizes that GEOTECHNOLOGY, as a part of the services covered by this AGREEMENT, may provide one or more of its employees to work with members of CLIENT'S project staff or specifically on a CLIENT'S project. For purposes of this AGREEMENT, an employee of GEOTECHNOLOGY may be a permanent or temporary employee assigned to provide services to CLIENT. CLIENT hereby agrees that CLIENT will not hire, either directly or indirectly, or provide inducement to hire an employee of GEOTECHNOLOGY either as an employee of CLIENT or as an employee of a subcontractor or supplier to CLIENT, such suppliers to include providers of contract labor, during the term of this AGREEMENT and for a period of six months after the termination of this AGREEMENT. Any hiring or inducement to hire any GEOTECHNOLOGY employee during the term of this AGREEMENT and for a period of six months after termination of this AGREEMENT will be subject to a fee equal to 25% of the total fee for services generated by that employee during a nominal 12-month period.

15 -DISPUTES RESOLUTION

- a. All claims, disputes, and other matters in controversy between GEOTECHNOLOGY and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, unless prohibited by law, GEOTECHNOLOGY shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and remedies available to it under law.
- b. If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:
 - (1) the claim will be brought and tried in St. Louis County, Missouri and CLIENT waives the right to move the action to any other county or judicial jurisdiction, and
 - (2) the prevailing party in any arbitration or litigation between GEOTECHNOLOGY and CLIENT shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness costs, and other claim related expenses. For purposes of this paragraph, a party prevails if (i) the judgment is equal to or in excess of the Plaintiff's last written demand for settlement, the Plaintiff shall also be entitled to recover its costs, expenses and reasonable attorney's fees from Defendant; (ii) the judgment is equal to or less than the Defendant's last written offer of settlement, the Defendant shall be entitled to recover its costs, expenses and reasonable attorney's fees from the Plaintiff; (iii) the judgment is in between the Plaintiff's last written demand for settlement and the Defendant's last offer of settlement, then neither party shall recover any of its costs, expenses or attorney's fees from the other.

16 -GOVERNING LAW AND SURVIVAL

- a. The law of the State of Missouri will govern the validity of these TERMS, their interpretation and performance.
- b. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

17 -SUCCESSORS AND ASSIGNS

- a. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interests herein (unless assignee assumes in writing assignor's obligations hereunder) without the prior written consent of the other party, which consent will not be unreasonably withheld. No assignment shall operate to relieve the assignor of its obligations under the AGREEMENT.

EXHIBIT A

18 - OTHER PROVISIONS

- a. It is agreed that this AGREEMENT is entered into by the parties for the sole benefit of the parties to the AGREEMENT, and that nothing in the AGREEMENT shall be construed to create a right or benefit for any third party.
- b. Neither party shall hold the other responsible for damages or delay in performance caused by weather and other acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- c. The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

19 - FUTURE SERVICES

- a. All future services rendered by GEOTECHNOLOGY at CLIENT'S request for the project described in the PROPOSAL and/or WORK AUTHORIZATION shall be conducted under the terms of this AGREEMENT.

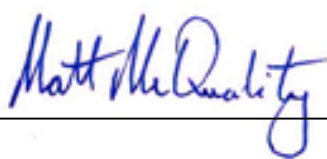
20 - SIGNATURES

- a. The parties have read the foregoing, including any attachments thereto, understand completely the terms, and willingly enter into this AGREEMENT that will become effective on the date signed below by CLIENT.

Veenstra & Kimm, Inc.

Geotechnology, LLC

_____(Signature)


_____(Signature)

By: _____(Print Name)

By Matt McQuality, P.E. (Print Name)

Position: _____

Position: Office Lead

Date: _____

Date: December 1, 2023

December 4, 2023

ATTACHMENT B**ESTIMATE OF HOURS AND COSTS**
**MARILYNN AVENUE BRIDGE NO. 2475002 & SHERRILL AVENUE BRIDGE 24475003 REMOVAL - DESIGN SERVICES
LIBERTY, MISSOURI**

DESIGN PHASE SERVICES - MARILYNN AVE.		<u>Engr II-A</u>	<u>Engr III-C</u>	<u>Engr V</u>	<u>Engr X</u>	<u>Tech III</u>	<u>Survey I</u>	<u>Clerical</u>
1	Meeting and Conferences	1	1	2	2	0	2	0
2	Engineering Surveys	0	1	2	2	16	12	0
3	Hydraulic Studies	1	4	12	16	16	16	0
4	Utility Locates and Relocation	0	2	2	4	4	8	0
5	Preliminary Studies, Plans & Cost Estimate	1	2	4	8	12	0	0
6	Right-of-Way (Descriptions & Letters - Donated)	0	2	2	2	4	8	2
7	Permits and Approvals	1	2	4	8	2	0	0
8	Right-of-Way Negotiations (Donated)	0	1	1	2	2	2	0
9	Supplemental Design	1	2	8	12	12	0	0
10	Complete Original Drawings							
	Cover Sheet	0	2	2	2	2	0	0
	Typical Section & Details	0	1	1	2	2	0	0
	Plan & Profile	1	2	2	8	8	0	0
	Bridge Plan, Elevation, General Notes	0	1	2	8	10	0	0
	Footing Layout, Quantities, Etc.	1	2	2	8	10	0	0
	End Bent Details	1	2	6	12	20	0	0
	Girder Details	1	2	6	8	10	0	0
	Roadway Cross Sections	1	1	2	6	8	0	0
11	Modify Standard Drawings	1	2	4	8	12	0	0
12	Quantities and Cost Estimate	0	1	2	4	4	0	1
13	Contract Documents and Specifications	1	2	2	2	0	0	2
14	General Design Review	2	2	0	0	0	0	0
15	General Contract Document Review	2	2	0	0	0	0	1
16	P.S.&E. Submittal	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>1</u>
	TOTAL ESTIMATED HOURS	17	40	69	126	156	48	7

DESIGN PHASE SERVICES - SHERRILL AVE.		<u>Engr II-A</u>	<u>Engr III-C</u>	<u>Engr V</u>	<u>Engr X</u>	<u>Tech III</u>	<u>Survey I</u>	<u>Clerical</u>
1	Meeting and Conferences	0	1	1	1	0	2	0
2	Engineering Surveys	0	1	2	2	16	12	0
3	Hydraulic Studies	1	2	4	10	16	16	0
4	Utility Locates and Relocation	0	1	2	2	4	8	0
5	Preliminary Studies, Plans & Cost Estimate	1	2	2	4	4	0	0
6	Right-of-Way (Descriptions & Letters - Donated)	0	1	2	2	4	8	2
7	Permits and Approvals	1	2	2	4	2	0	0
8	Right-of-Way Negotiations (Donated)	0	1	1	2	2	2	0
9	Supplemental Design	1	2	2	8	8	0	0
10	Complete Original Drawings							
	Cover Sheet	0	1	2	2	2	0	0
	Typical Section & Details	0	1	1	2	2	0	0
	Plan & Profile	1	1	2	4	8	0	0
	Roadway Cross Sections	0	1	2	4	8	0	0
11	Modify Standard Drawings	0	1	2	2	2	0	0
12	Quantities and Cost Estimate	0	1	1	2	2	0	1
13	Contract Documents and Specifications	0	1	2	2	0	0	1
14	General Design Review	2	2	0	0	0	0	0
15	General Contract Document Review	2	2	0	0	0	0	1
16	P.S.&E. Submittal	<u>0</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>1</u>
	TOTAL ESTIMATED HOURS	9	25	31	55	82	48	6

December 4, 2023

EXHIBIT BATTAL

ESTIMATE OF HOURS AND COSTS

MARILYNN AVENUE BRIDGE NO. 2475002 & SHERRILL AVENUE BRIDGE 24475003 REMOVAL - DESIGN SERVICES
LIBERTY, MISSOURI

DESIGN PHASE SERVICES

Labor Costs

Engineer II-A	26 Hours @	\$63.90	=	\$1,661
Engineer III-C	65 Hours @	\$60.50	=	3,933
Engineer V	100 Hours @	\$50.80	=	5,080
Engineer X	181 Hours @	\$33.80	=	6,118
Technician III	238 Hours @	\$43.30	=	10,305
Survey I	96 Hours @	\$60.00		5,760
Clerical	13 Hours @	\$25.50		332
	<u>719</u>			

TOTAL LABOR COSTS \$33,189

OVERHEAD COSTS - 119.00% \$39,495

EXPENSES

Geotechnology (Geotechnical)		=	15,800	
FEMA Data Request		=	400	
Motel & Subsistence		=	0	
Printing & Reproduction		=	100	
Mileage -	150 miles @	\$0.655	=	<u>98</u>
TOTAL ESTIMATED EXPENSES				16,398
TOTAL ESTIMATED COST				<u>89,082</u>
FIXED FEE	15%	x	72,684	<u>10,903</u>
ESTIMATED AMOUNT PAYABLE				

\$99,985



CITY COUNCIL ACTION REPORT

Meeting Date: December 18, 2023

A/R No.: 2023-781

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: LIBERTY ECONOMIC DEVELOPMENT CORPORATION (LEDC)

Summary:

The Liberty Economic Development Corporation (LEDC) is charged with helping the Liberty area grow and prosper. LEDC is built on a solid foundation of teamwork as public/private partnership among business leaders, city and county government, education and pro-business and civic organizations. Since January 2004, LEDC has focused its efforts on business attraction that leads to job creation, retention and expansion of existing businesses, continuous improvement and communication.

Background:

The LEDC contract for 2024 has a 3% annual increase that is built into the Economic Development budget on an annual basis. The budget was approved by the Economic Development Sales Tax Committee on 12/7/2023. The 3% increase will increase the LEDC budget from \$75,000.00 to \$77,250.00.

Under the terms of the agreement, the LEDC will continue to provide the following services:

- Maintain a database of sites, buildings and locality details on the LocationOne Information System (LOIS)
- Maintain an economic development website
- Carry out business attractions and recruitment activities
- Coordinate responses to requests for information (RFIs) from prospects
- Carry out business retention activities including one-on-one business visits
- Commit to seeking private sector investment to leverage this public contract
- Public contract not to exceed 49% of LEDC's annual budget.

Previous Action (if applicable):

Economic Development Sales Tax Committee approved the Economic Development budget on 12/7/2023.

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:56.70.630.38.5822	Amount:\$77,250.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. LEDC 2023 Annual Report
2. Ordinance for LEDC
3. LEDC Contract



2023

ANNUAL REPORT



June 2023 Hallmark II Ribbon Cutting Ceremony, photo courtesy of Hallmark Cards, Inc.

"Growing Liberty"

Liberty Economic Development Corporation
5 Victory Lane, Suite 103
Liberty, MO 64068
816.883.2503
www.thinklibertymo.com



Our Organization

Mission: Promote economic growth in the Liberty, Missouri area.

The Liberty Economic Development Corporation (LEDC) is charged with helping the Liberty area grow and prosper. LEDC is built on a solid foundation of teamwork as a public/private partnership among business leaders, city and county government, education, and pro-business and civic organizations. Since January 2004, LEDC has focused its efforts on business attraction that leads to job creation, retention and expansion of existing businesses, continuous improvement, and communication.

Our Focus

Business Attraction

LEDC is tasked with marketing the strengths of the Liberty area to attract new business. Through its attraction efforts, LEDC promotes the assets and advantages of conducting business in Liberty to prospects outside the Liberty area, the community as a whole, and LEDC Investors.

Business Retention and Expansion

We are committed to retaining the existing businesses in the Liberty area and facilitating their growth and expansion. LEDC serves a critical role as an ombudsman for the business community to identify tools and resources that encourage and support business growth, thus creating and maintaining a healthy business climate.

Strengthening the Organization

LEDC must raise its own operating funds, which includes contracting with public entities for economic development services, as well as soliciting investment dollars from private sector partners. This provides an opportunity to identify operational improvements and demonstrate the impact and achievements LEDC has each year with a constant focus on effectiveness.

Improve Communications

Through communication, LEDC educates its audiences about economic development and the impact it has on the community. LEDC serves multiple audiences and must tailor its message and delivery to each. We reach investors, site selection professionals, the commercial real estate network, and small business owners and entrepreneurs through events, articles, civic involvement, presentations, and progress reports.



Letter From LEDC Chairman Greg Crowley



Dear Liberty Economic Development Stakeholders,

As we approach the end of another remarkable year, I am honored to reflect on the collective achievements and milestones that define Liberty's economic landscape. The past twelve months have been a testament to our community's resilience, collaboration, and unwavering commitment to fostering sustainable growth.

In the face of economic challenges, Liberty Economic Development has remained steadfast in its mission to cultivate a thriving and dynamic economic environment. Our dedicated team, in partnership with local businesses, government entities, and community leaders, has navigated uncertainties with resilience, adaptability, and a shared vision for a prosperous future.

I am delighted to report that Liberty has experienced notable advancements in key sectors, with innovative initiatives driving economic expansion and job creation. Our commitment to nurturing a diverse and inclusive business environment has yielded positive outcomes, contributing to the overall well-being of our community. In 2023 alone, Liberty welcomed a new Amazon fulfillment center, a new Hallmark distribution center expanding that company's presence in Liberty, the expansion of Ceva's presence in the community, AT&T, Sleep Outfitters, and U.S. Motor Works. Since 2019 13 companies have called Liberty Home, over 650 million in investment, over 6 million sq. feet built and over 4,000 new jobs!

Key to our success has been our successful collaboration with local developers, which has not only bolstered economic opportunities but has also enhanced the quality of life for our residents. These partnerships exemplify the spirit of cooperation that defines Liberty, showcasing what can be achieved when diverse stakeholders come together for a common goal.

As we bid farewell to 2023, let us acknowledge and celebrate the collective efforts that have positioned Liberty as a beacon of economic vitality in the region. Our achievements would not have been possible without the hard work and dedication of the The City of Liberty, The Liberty Economic Development team, our valued partners, and the businesses that call our community home.

Looking ahead to 2024, Liberty Economic Development is poised for even greater accomplishments. We will continue to foster innovation, attract investment, and support initiatives that enhance the economic prosperity of our region. Our commitment to sustainable development, job creation, and community well-being remains unwavering.

In closing, I extend my deepest gratitude to each member of the Liberty Economic Development family for your contributions, dedication, and passion throughout the year. Together, we have laid the foundation for a future filled with promise and opportunity.

Wishing you all a joyous holiday season and a prosperous New Year!

Sincerely,
Greg Crowley
Chairman, Liberty Economic Development

2023-2024 BOARD OF DIRECTORS

Dr. Raghu Adiga Liberty Hospital	Dan Hegeman Evergy	Tony Reinhart Ford Motor Co.
Mayor Greg Canuteson City of Liberty	Walter Holt Pony Express Bank	Jim Rucker The Rucker Group
Greg Crowley Crowley Furniture	Andy Hrasky Magna International Inc.	Brenda Slivinski Liberty HyVee
Shane Davolt GM Peters Insurance	Dr. Elizabeth Macleod Walls William Jewell College	Brandon Smith City of Liberty
John Fisher Central Bank of the Midwest	Mikenna McEntee Amazon MCI9	Ellen Todd Curry Real Estate Services
Matt Fortier LMV Automotive Systems, LLC	Dennis McIntire B&B Theatres	Dr. Jeremy Tucker Liberty Public Schools
Ed Grusch Hallmark	Kent Peterson Hawthorn Bank	Curt Wenson City of Liberty, Ex-Officio
Mark Harding The Scarbrough Group	Gayle Potter Liberty Area Chamber	Gerald Wicklund Wicklund's Carstar

2023-2024 EXECUTIVE BOARD

Chairman – Greg Crowley Owner, Crowley Furniture	Member at Large – Andy Hrasky Group General Manager, Cosma International Group of Magna International Inc.
Past Chairman – Tony Reinhart Director of Government and Community Relations, Ford Motor Company	Member at Large – Dr Raghu Adiga President and Ceo, Liberty Hospital
Vice Chairman – Kent Peterson Market President, Hawthorn Bank	Member at Large – Mayor Greg Canuteson Mayor, The City of Liberty
Treasurer – Dennis McIntire VP of Strategic Development and Innovation, B&B Theatres	Member at Large – Brandon Smith Economic and Business Development Manager, The City of Liberty
Secretary – Jim Rucker Broker/Owner, The Rucker Group - @Re/Max Revolution	

LEDC STAFF



Ralph Boots
Executive Director



Jolinda McClintock
LINK Business Facilitator/
Administrative Assistant

LAST 5 YEARS OF GROWTH IN LIBERTY!



2019-2023

DAKOTA BODIES 2019

KENCO - 2020

SCARBROUGH - 2021

BERLIN PACKAGING - 2022

WALGREENS -2022

REVLOGICAL - 2022

AMAZON MCI9 - 2022

AMAZON MCI3 - 2023*

CEVA - 2023*

AT&T - 2023*

HALLMARK DISTRIBUTION CENTER II -2023*

SLEEP OUTFITTERS - 2023*

U.S. MOTOR WORKS - 2023*

SIX PROJECTS IN 2023 *



INDUSTRIAL DEVELOPMENT SUMMARY

Investment	\$650,000,000
Acreage	580+
New Jobs	4,000+
Square Feet	6,000,000+
Property Taxes Without Developments (over the life of abatements)	\$63,000
Property Taxes With Developments (over the life of abatements)	\$29,500,000

These are numbers based on development that has actually gone vertical

2023 RIBBON CUTTINGS



- In June Hallmark celebrated the opening of their 850,000 sq. ft. Liberty II distribution center in Liberty off Shepherd Road with a ceremonial ribbon cutting. The Liberty II facility is an expansion of the current Liberty Distribution Center which has been in Liberty for over 50 years. With this expansion Hallmark anticipates more than 1,400 full-time employees working between the two facilities and about 150 seasonal part-time employees. Expanding the Liberty campus honors Hallmark's commitment to sustainability by reducing transportation needs and using an estimated one million fewer cardboard boxes annually for outbound shipping. Photo courtesy of Hallmark Cards, Inc.



- Amazon leadership, partners and Liberty city leaders gathered at the over 1 million sq. ft. bulk item facility in June to celebrate the opening of Amazons MCI3 bulky item site. At the celebration Amazon generously donated \$10,000 to the Liberty Parks and Recreation Foundation.

Liberty Hospital announces intent to partner with The University of Kansas Health System



- After an eight-month search in 2023 for a health system partner, Liberty Hospital announced its intent to pursue a partnership with The University of Kansas Health System. Leaders at both organizations have signed and executed a non-binding Letter of Intent (LOI) to partner. The signing of the LOI also marks the start of the final phase of due diligence and partnership planning between our organizations. The hospitals expect to complete the work and announce the details of the final agreement early in 2024 around the time of Liberty Hospital's 50th anniversary. It is already abundantly clear that the benefits of this partnership will be numerous and far-reaching for the patients, staff, providers and Northland communities. As part of The University of Kansas Health System, Liberty Hospital and clinics will be at the forefront of today's healthcare needs, and we will continue our significant contributions to the local economy and community. See more information and follow the progress at www.libertyhospital.org/herewegrow.

HR ROUNDTABLE



- LEDC created an HR Roundtable for Liberty employers to collaborate on HR related issues such as transportation, child care and mental health.

CONSULTANT TRIP TO NYC



- Executive Director Ralph Boots attended a consultant event to NYC through the Missouri Partnership.

LEDC 2023 Project Activity

- 56 Project Leads
- 29 Submitted Proposals
- 6 Projects Located in Liberty
- 40 Business and Industry Visits

LINK 2023 Activity

- 72 Businesses Total
- 208 Total Contacts
- Top 3 types of assistance
 1. Marketing/Social Media
 2. Business Concept
 3. Research & Referrals

2023 YEAR IN REVIEW



- December 2022 we loaded a bus full of LEDC Investors for a Windshield Tour of Liberty Industrial projects that have been built, are in progress, or breaking ground in the near future. We made a stop at Hallmarks Liberty II facility for a hard hat tour and presentation from reps from Opus Development and Hallmark. Cutter Gale with GaleHart Communities spoke about the planned Montage development during our tour.



- We celebrated Mayor Lyndell Brenton's 24 years of civil service and 10 years as The City of Liberty's Mayor. Congratulations Mayor Brenton!





- Liberty Public School students took part in the “Workforce of Tomorrow” LEDC Investor Event at Liberty High School in April. LPS Superintendent Dr. Tucker moderated a group of LPS students on what they are looking forward to in their future employers. The students did an amazing job sharing their insights on the future workforce.

- Ashur our LEDC Spring 2023 Northland CAPS Intern was in the Global Business and Logistics strand. Ashur looks forward to studying business management and specializing in marketing in college. While he is interned for LEDC he was able to help small businesses with their social media marketing, and business research projects. He also helped us with a lot of LEDC Business!



- In May LEDC Investors got a behind the scenes look at the Amazon MCI9 sort facility!



- In September The City of Liberty launched a pilot program with IRIS, the app-based rideshare service offered by the Kansas City Area Transportation Authority (KCATA), RideCo and zTrip.



2023 YEAR IN REVIEW



- September's Investor Event was held at T-SHOTZ. A solar specialist from MC Power gave a presentation about new trends in the solar industry and a security expert at ACS (Automated Control Systems) talked about the latest smart technology to help keep your building secure. After the presentations, we enjoyed playing some golf from the reserved top floor bays courtesy of MC Power and ACS!



- Paige was our LEDC Fall 2023 Network 53 Intern from Liberty High School. During her time with us not only did she support the LEDC side but she worked with our LINK Business Facilitation program to assist small businesses within the Liberty area. She is pictured assisting Follow Your Wave a Liberty based business with their marketing. Paige enjoyed getting exposure of the business field through her internship with the Liberty EDC.



Kent Peterson, LEDC Vice Chairman; Adam Hill, Scarbrough President & COO;
Greg Crowley, LEDC Chairman



- In October Investors gathered at the Scarbrough Warehousing site in Liberty where Adam Hill The Scarbrough Group President & Chief Operating Officer Adam Hill spoke about the state of the economy and how it affects international trade and logistics.



COMMUNITY WORKSHOPS



- "Keeping Your Business Safe" & "Business Financial Planning" were the focus for our January and May community workshops. In January we gathered at CakeWalk Events, our panel of experts; Clay County Sheriff Will Akin, Lt. Nathan Mulch with the Liberty Police Department, Jackie Murtha Vice President of Clay County Savings Bank & Clay County Prosecuting Attorney Zachary Thompson talked about ways to help our Liberty Businesses stay safe. In May we met in the Corbin Mill board room and Rob Jones with RC Jones and Associates and Tim Guy with BancCard of America talked about things your business can do to stay on top of their business finance. These meetings are a collaborative effort between Liberty Economic Development Corporation, Historic Downtown Liberty, Inc. & Liberty Area Chamber of Commerce to support our Liberty area small businesses!



Thank you to our LINK Resource Team!



- Our LINK Business Facilitation Resource Team meets monthly to brainstorm ways to support our Liberty Small Businesses. This year we asked a couple of businesses that have participated in the LINK program to give presentations to the team! Thank you to Zipplicity Unluggage and Dream on Together Marketing for coming in to talk about your business concept and brainstorm directly with our resource team on ways to help your business grow!

We would like to recognize and thank the members of LINK Resource Team:

Ralph Boots, LEDC
Jason Davey, Graham Law Group
Conner Hazzellrigg, William Jewell College
Walter Holt, Pony Express Bank

Bob Martin, Martin Marketing
Curt McCoy, MFS Design
Brandon Smith, The City of Liberty
Michael Froeschl, Froeschl CPA's & Advisors

Kent Peterson, Hawthorn Bank
Jeff Watt, Liberty City Council & Farmers Insurance
Barry Holst, Victory Sign Company
Chris Todd, Curry Real Estate Services

2023 LEDC INVESTORS

LEADERSHIP LEVEL



CHAIRMAN LEVEL



EXECUTIVE LEVEL



PRINCIPAL LEVEL

B&B Theatres
Everbgy
Gilmore Bell PC**
Hawthorn Bank
Liberty Area Chamber of Commerce
Liberty Hy-Vee
Liberty Public Schools
The Opus Group
Pony Express Bank**
West Rock

PARTNER LEVEL

Ameren
BCCM Construction*
BMG Advisors**
BOS- Bank of Springfield**
Capitol Federal
Central Bank of the Midwest
Commerce Bank
CMT Trucking
Curry Real Estate Services
Don Fletcher
Farmer's Insurance -
The Watt Agency
Froeschl CPAs & Advisors
GaleHart Communities
GM Peters Agency, Inc.
Liberty Aggregates
McCownGordon
MC Power
Piper Sandler & Co.
The Rucker Group - TRG
Universal Construction

ASSOCIATE LEVEL

AGC Engineers
ACS Automated Control Systems
Amazon
Bonaventure
Clay County Savings Bank
Dakota Bodies
Emery Sapp & Sons
MFS Designs
Newmark Zimmer
ReeceNichols Real Estate, Charles Small
Russ Weathers
Septagon Construction
S&S Field of Dreams
Spaces Inc.
The Scarbrough Group
Turner Construction Company
Veterinary Center of Liberty,
Dr. Alan Rohlfing
Unite Private Network*
Wicklund's Carstar
Withers Brant Igoo & Mullennix PC
Jim & Lisa Cooper - RE/Max Revolution

THANK YOU!

We would like to thank all of our Investors for your commitment and support.

Special recognition to our new Investors.

*New Investors

**Increased Investments

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FEE FOR SERVICES AGREEMENT WITH
THE LIBERTY ECONOMIC DEVELOPMENT CORPORATION

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and the Liberty Economic Development Corporation, 5 Victory Lane, Suite 103, Liberty, Missouri 64068, in an amount not to exceed SEVENTY SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$77,250.00), for the implementation and operation of specific programs to assist in the promotion of the general economic growth of the City, and health care benefits associated with the Executive Director position, 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

**FEE FOR SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF LIBERTY, MISSOURI
AND
THE LIBERTY ECONOMIC DEVELOPMENT CORPORATION**

This Agreement, made and entered into this 18th day of December, 2023, is by and between the Mayor, Councilmen and the Citizens of the City of Liberty, Missouri ("City") and the Liberty Economic Development Corporation ("LEDC"), a Missouri nonprofit corporation, 5 Victory Lane, Suite 103, Liberty, MO 64068.

WITNESSETH:

WHEREAS, the LEDC has offered to contract with the City for the implementation of economic development services to assist in the promotion of the general economic growth of the City, and

WHEREAS, the City and the LEDC agree that there are certain economic development services related to business attraction, business expansion, business retention and marketing that can be best provided by the LEDC in a joint venture with the City, 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 the LEDC; and

WHEREAS, the LEDC will be a resource for attracting and recruitment, engaging frequently with business, responding to needs in a timely manner and cooperating and coordinating activities needed between the state and local providers; and

WHEREAS, the City has determined that 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 the LEDC as compensation for the performance of services pursuant to this Agreement.

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

I. SCOPE OF SERVICES

The LEDC will provide the following services which are not listed in priority order as successful completion of each is expected:

- A. Update available land and building information and locality details in the LocationOne database.

- B. Maintain and update an economic development website to provide site selectors, entrepreneurs and business owners with information that is necessary to assist in their decision to locate a business in Liberty.
- C. Carry-out the organization's plan of work which is approved by its board of directors. Develop committees when needed that will oversee the organization's work.
- D. Coordinate the preparation of Requests for Information (RFI) for prospects interested in a Liberty location that are referred through KCADC and other sources and organizations such as the City and individuals.
- E. Carry-out business retention activities, including at least 30 one-on-one visits or virtual meetings with Liberty businesses. At least 75% the majority of site visits shall be made to non-retail and service businesses. The LEDC will work with City staff to develop criteria to gather the best available information to assist Liberty businesses.
- F. Commit to seeking private sector investment to leverage this public contract.
- G. LEDC will provide a business facilitation model called LINK to support Liberty small businesses and entrepreneurs within the Liberty School District. The business facilitator will be the central point of contact for the program and will establish relationships with Liberty area entrepreneurs. The Facilitator is the connector of resources that will guide business owners to the information or contacts that can help small businesses with any barriers they may have. LINK will provide a quarterly report on activity to the city representative.
- H. Maintain social media to disseminate information, promote marketing of the Liberty area and promote economic development successes.
- I. The Fee for Services Agreement shall include as Attachment A, the plan of work and budget for the following calendar year.

II. TERM AND REPORTING

The term of this Agreement shall be for one year from its approval date by the City Council and thereafter shall be considered for renewal for successive one (1) year terms unless terminated as herein provided. Either party upon ninety (90) days written notice to the other party may terminate this agreement. At the expiration or termination of this Agreement, the LEDC will deliver to the City all unexpended funds advanced by the City. The City agrees if the City terminates this Agreement, it will pay all encumbrances

made by the LEDC pursuant to this Agreement prior to receiving written notice of the termination and shall hold the LEDC harmless for any committed expenditures made on behalf of the agreed initiative. If the City terminates this Agreement, the financial responsibility outlined above shall not exceed the annual compensation amount identified in Section IV of this Agreement unless otherwise agreed to, in writing, by both parties.

The LEDC will provide quarterly activity and financial reports in the month following each calendar quarter to a designated City representative. An annual presentation to the City Council shall be made during the 4th quarter of each year. The presentation shall include a summary of current year activity and following year anticipated activities.

III. BOARD OF DIRECTORS AND EXECUTIVE COMMITTEE

The Mayor will serve on the LEDC'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 Economic and Business Development Manager will serve on LEDC's Board of Directors as a voting member and on the Executive Committee with the same voting privileges as the LEDC Executive Director.

IV. COMPENSATION & METHOD OF PAYMENT

The City hereby agrees to compensate the LEDC for these Services in the amount of \$77,250 annually. This funding will assist in the support of services described in Section I. Half, or \$38,625 of the \$77,250 will be payable to the LEDC in January. The second payment of \$38,625 will be due within 30 days after receipt of the second quarterly report.

Additionally, the City will provide the LEDC Executive Director health, dental and life insurance coverage choices consistent with those offered City employees (estimated cost is approximately \$10,700 benefit for 2024).

V. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW

The LEDC shall permit an authorized representative of the City to inspect and audit all data and records of the LEDC related to their performance under this Agreement.

VI. SUBCONTRACTS

The LEDC hereby agrees that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

VII. NON-DISCRIMINATION PROVISIONS

The LEDC and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. The LEDC 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.

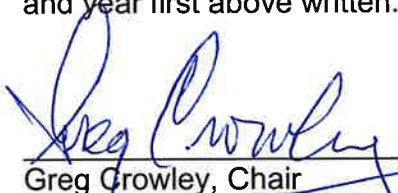
IX. INDEPENDENT CONTRACTOR

The LEDC 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 herein as an independent contractor.

X. 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 affect.

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



Greg Crowley, Chair
Liberty Economic Development Corporation

Greg Canuteson, Mayor
City of Liberty



CITY COUNCIL ACTION REPORT

Meeting Date: December 18, 2023

A/R No.: 2023-796

Department: Finance

Submitted By: Ashley Comer, Accounting Manager

Subject: ORDINANCE APPROVING AN AGREEMENT WITH OPENGOV FOR THE PURCHASE AND IMPLEMENTATION OF CORE FINANCIALS, UTILITY BILLING AND ASSET ESSENTIALS ENTERPRISE SOFTWARE IN AN AMOUNT NOT TO EXCEED \$500,000.00

Summary:

- The current financial system has been in place since 1991.
- While it performs the tasks needed to execute basic, core financial functions, it is a burdensome system to use and does not afford the entire organization's budget management technology.
- In May 2023, staff began working through the process of replacing the financial and utility billing software.
- Staff contacted five different Enterprise Resource Planning (ERP) replacement companies.
- Over the last seven months, staff have narrowed it down to three different companies.
- Each of these companies provided a demo of their product.
- Staff ultimately narrowed their choices down to two software companies.
- Both of these companies provided an onsite demonstration of the three products (Financials, Utility Billing and Asset Management).
- It was determined that OpenGov provided the greatest product for the City.
- After careful study, staff recommended the approval of OpenGov, Inc. as the vendor of choice for the replacement of the City's current financial software, Utility Billing Software, and the addition of Asset Management Software.
- As part of the 2024 Budget process, funds were allocated within the Finance Department's operational budget (10.30.130.36.7201) for this software.
- Considerable discounts were negotiated.
- The project will have a 12 to 16-month implementation period. Financials and Utility Billing will run simultaneously with Asset Management.

Background:

The City has been with OpenGov, Inc since 2017. Utilizing OpenGov's Reporting & Transparency module along with their Budgeting & Planning Module, the staff are very familiar with how OpenGov works. With nightly integration of our current financial system, we were able to see real time data in reports and create our budgets, as well as streamline our budget book. We created our payroll budget in OpenGov's workforce planning in 2023. We are looking forward to adding the Core Financials, Utility Billing and Asset Management modules that will all communicate with each other and create efficiencies between departments' workflows.

OpenGov Cloud Financials is a comprehensive, cloud Financial Management Suite designed for local governments. As part of the industry's only modern cloud ERP for accounting, budgeting, and community development, OpenGov Financials unifies and automates the many mission-critical financial processes of public administration, now and for the future. OpenGov Financials offers the most complete and easy-to-use reporting and transparency platform, with out-of-the-box capabilities to help you better understand organizational performance, maintain central and accurate reporting, and communicate clearly and effortlessly with the public. OpenGov Financials includes Core Financials (General Ledger, A/P, A/R, Purchasing, Fixed Assets, Cash Receipts and Bank Reconciliation), Utility Billing and Budgeting and Planning. By upgrading to the OpenGov platform, it will allow staff to sign in anywhere, work efficiently by reducing manual work and ease analysis, minimize paperwork, improving safety and centralizing data.

OpenGov Enterprise Asset Management is a full and comprehensive operations and capital planning solution that can meet the specific needs of individual departments across the City of Liberty that are responsible for managing and maintaining infrastructure and other high value assets. OpenGov's Asset management functionality lets the City track any asset type ranging from streets and signs to water mains, trees, and anything else the City is responsible for. That means understanding what condition your assets are in, the ability to assign work and create preventative maintenance schedules, and being able to plan for the future. At the same time, the solutions are specifically designed to be as easy to use as pen and paper for field and office staff.

As part of the 2024 Budget process, funds were allocated within the Finance Department's operational budget (10.30.130.36.7201) for this software.

- Year One Total Cost \$469,424.00
 - 1. Less credit for Budget & Planning 1/1/24-7/31/24 (\$23,596.21)

(portion of OpenGov we already subscribe to)

- Annual – Year Two \$170,115.00
- Annual – Year Three \$178,621.00

Total: \$794,563.79

Additional Future Savings:

- OpenGov Budget & Planning Renewal Annual Savings - \$40,450.00
- Avenue Insights Annual Software Maint Savings - \$27,367.49
- Brightly Solutions Asset Management Savings - \$19,662.30
- Vector Solutions Fire Apparatus Management Savings - \$1,600.00

Staff recommends the purchase of Core Financials, Utility Billing and Enterprise Asset Management, in addition to Budget and Planning that we already have from OpenGov, Inc. in an amount not to exceed \$500,000.00. This amount includes software, implementation, data conversion, unlimited storage, unlimited users, portal and top tier support. This 'not to exceed' amount also allows for contingencies and potential change

orders.

Previous Action (if applicable):

None

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X Budget Committee	Completed/Recommended: 12/6/2023
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 10.30.130.36.7201	Amount: \$500,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Approving an Agreement with OpenGov
2. OpenGov Signed Contract

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT WITH OPENGOV FOR THE
PURCHASE AND IMPLEMENTATION OF CORE FINANCIALS,
UTILITY BILLING AND ASSET ESSENTIALS ENTERPRISE SOFTWARE
IN AN AMOUNT NOT TO EXCEED \$500,000.00

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 an ordinance approving an agreement by and between the City of Liberty, Clay County, Missouri and OpenGov in an amount not-to-exceed FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00), 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 engineering services 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

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

- 2.1. **Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. **Support and Service Levels.** Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.
- 2.3. **Professional Services**
 - 2.3.1. If OpenGov or its authorized independent contractors provides professional services to

Customer, such as implementation services, then these professional services (“Professional Services”) will be described in an applicable statement of work (“SOW”) agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

- 2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov’s prior written consent. Subject to Customer’s obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. If requested by Customer, OpenGov will provide a one-time return of Customer Data at termination of this Agreement.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Prior to termination, Customer shall have the right to download its data. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court

order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. Unless the parties enter into a new Order Form to renew the Agreement for an additional period of no less than one (1) year ("Renewal Term"), this Agreement shall terminate at the end of the applicable Initial Term or Renewal Term.
- 6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Termination for Non-Appropriation. After the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the Customer's staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year's fees, and provide written notice of the non-appropriation 90 days before the anniversary of the Effective Date. Customer may not terminate for non-appropriation if it acquires similar products or services or requests a proposal for similar products or services.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
 - 7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.
 - 7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.
 - 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the

SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

7.1.4. Customer Delays; On Hold Fee.

7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.

7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees

under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.
- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 180 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV

DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

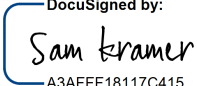
- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions

or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. Missouri laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Clay County, Missouri, and the parties submit to the personal jurisdiction and venue therein.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

Signatures	
Customer: City of Liberty, MO Signature: _____ Name: _____ Title: _____ Date: _____	OpenGov, Inc. DocuSigned by:  Signature: _____ Name: Sam Kramer Title: VP, Finance Date: 12/12/2023



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:OG-Q013350

Created On:12/7/2023

Order Form Expiration:12/31/2023

Subscription Start Date:1/1/2024

Subscription End Date:12/31/2026

Prepared By:Braden Taylor

Email:btaylor@opengov.com

Contract Term:36 Months

Customer Information				
Customer:	City of Liberty, MO		Contact Name:	Tanner Craig
Bill To/Ship To:	101 East Kansas Street		Email:	tcrraig@libertymo.gov
	Liberty, MO		Phone:	(816) 439-4554
	United States			
Order Details				
	Billing Frequency: Annually in Advance			
	Payment Terms: Net Thirty (30) Days			

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
Financials and Budgeting, Utility Billing, Enterprise Asset Management Transportation Domain, Walkability Domain, Signal Domain, Parks & Recreation Domain, Facilities Domain, Stormwater Domain, Water Distribution Domain, Wastewater Collection Domain, Water Treatment Domain, Wastewater Treatment Domain, Scenario Builder, Asset Builder, Utility Billing	1/1/2024	12/30/2024	\$120,000.00
CREDIT for Prepaid and Unused Budgeting & Planning Software Services For the period between 1/1/2024 - 7/31/2024	1/1/2024	7/31/2024	(\$23,596.21)
Financials and Budgeting, Utility Billing, Enterprise Asset Management Transportation Domain, Walkability Domain, Signal Domain, Parks & Recreation Domain, Facilities Domain, Stormwater Domain, Water Distribution Domain, Wastewater Collection Domain, Water Treatment Domain, Wastewater Treatment Domain, Scenario Builder, Asset Builder, Utility Billing	1/1/2025	12/31/2025	\$170,115.00
Financials and Budgeting, Utility Billing, Enterprise Asset Management Transportation Domain, Walkability Domain, Signal Domain, Parks & Recreation Domain, Facilities Domain, Stormwater Domain, Water Distribution Domain, Wastewater Collection Domain, Water Treatment Domain, Wastewater Treatment Domain, Scenario Builder, Asset Builder, Utility Billing	1/1/2026	12/31/2026	\$178,621.00
Annual Subscription Total:			See Service Terms

PROFESSIONAL SERVICES:			
Product / Service	Description		
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.		
Professional Services Total:			\$349,424.00

Service Terms			
Service Date:	Amount:		
January 1, 2024	\$445,827.79	(Credit + Annual Software Fee + Professional Services)	
January 1, 2025	\$170,115.00		
January 1, 2026	\$178,621.00		

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms. Effective as of the date of the last signature on this Order Form, this Order Form shall replace and supersede the Order Form signed between the parties effective August 18, 2022.

City of Liberty, MO

Signature:

Name:

Title:

Date:

OpenGov, Inc.

DocuSigned by:
Signature: Sam Kramer

Name: Sam Kramer

Title: VP, Finance

Date: 12/12/2023