



Agenda

City Council Regular Session

Monday, January 22, 2024 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. COUNCIL MEMBER ADAM TRAVIS

III. Roll Call

IV. Approve Minutes and Summaries

- A. STUDY SESSION SUMMARY OF NOVEMBER 6, 2023
- B. STUDY SESSION SUMMARY OF NOVEMBER 20, 2023
- C. REGULAR SESSION MINUTES OF DECEMBER 11, 2023

V. Citizens' Participation

VI. Meeting Schedule

VII. Consent Agenda

- A. MOTION TO APPROVE THE PURCHASE OF A 2024 FORD F250 FOR THE PARKS AND RECREATION DEPARTMENT FROM CHUCK ANDERSON FORD IN AN AMOUNT NOT TO EXCEED \$49,998.42
- B. MOTION TO APPROVE THE PURCHASE OF A NEW JOHN DEERE Z994 MOWER FOR THE PARKS AND RECREATION DEPARTMENT FROM LAWN AND LEISURE OF LEE'S SUMMIT IN AN AMOUNT NOT TO EXCEED \$17,777.76
- C. MOTION TO DECREASE THE AMOUNT TO PURCHASE 2023 FORD TRUCKS FOR THE PUBLIC WORKS DEPARTMENT FROM CHUCK ANDERSON FORD BY \$7,037.36, FROM \$201,414.36 AMOUNT NOT TO EXCEED \$194,377.00
- D. RESOLUTION TO DECLARE THE OFFICIAL INTENT TO FINANCE THE COST OF ACQUIRING EQUIPMENT AND VEHICLES USING TAX-EXEMPT DEBT FINANCING
- E. BOARD/COMMISSION REAPPOINTMENT
 - A. TREE BOARD
 - 1. REAPPOINT HELENE MILLER TO A TERM EXPIRING 12/15/2026.
 - 2. REAPPOINT NEAL SHOGER TO A TERM EXPIRING 12/15/2026.
- F. REGULAR SESSION MINUTES OF NOVEMBER 13, 2023
- G. REGULAR SESSION MINUTES OF NOVEMBER 27, 2023

VIII. Public Hearings

IX. Ordinances, Contracts and Resolutions

- A. ORDINANCE APPROVING VENDOR PAYMENTS FOR THE PERIOD OF JANUARY 5, 2024 TO JANUARY 12, 2024
- B. ORDINANCE CALLING AN ELECTION IN THE CITY OF LIBERTY, MISSOURI ON THE QUESTION OF ISSUING ITS GENERAL OBLIGATION BONDS IN THE AMOUNT OF \$60,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING, IMPROVING, AND EQUIPPING THE PARKS AND PARK PROPERTY IN THE CITY, INCLUDING WITHOUT LIMITATION (1) ACQUIRING, CONSTRUCTING, AND EQUIPPING AN ACTIVITY CENTER AND (2) RENOVATING AND IMPROVING THE EXISTING COMMUNITY CENTER **(SECOND READING)**
- C. ORDINANCE APPROVING A CONTRACT WITH STRATUS BUILDING SOLUTIONS FOR THIRD SHIFT CONTRACTUAL CUSTODIAL SERVICES AT THE LIBERTY COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED \$52,488.00
- D. ORDINANCE APPROVING A CONTRACT WITH GUILD COMPANIES, LLC FOR PROFESSIONAL SERVICES RELATING TO THE MARKETING OF VISIT LIBERTY IN AN AMOUNT NOT TO EXCEED \$59,100.00
- E. ORDINANCE RETROACTIVELY APPROVING A CONTRACT WITH HOLTHOUSE CONSTRUCTION L.L.C FOR CITY OF LIBERTY PROJECT 24-001, 2024 CLAYVIEW DR. EMERGENCY STORM PIPE REPAIR IN AN AMOUNT NOT TO EXCEED \$200,000.00
- F. ORDINANCE ACCEPTING THE ASSIGNMENT OF RECORDED PUBLIC SANITARY SEWER EASEMENTS FOR THE PROMINENCE SANITARY SEWER MAIN EXTENSION PROJECT
- G. ORDINANCE APPROVING AN AGREEMENT WITH LUEBBERT ENGINEERING FOR PROFESSIONAL STORM WATER CONSULTATION SERVICES IN AN AMOUNT NOT TO EXCEED \$9,950.00

X. Other Business

XI. Miscellaneous Matters from City Administrator

XII. Miscellaneous Matters from Mayor and City Council

XIII. Adjournment

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

City Council Meeting

Study Session Summary

November 6, 2023

I. CALL TO ORDER

A study session meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on November 6, 2023 with Mayor Greg Canuteson presiding. Mayor Canuteson called the study session meeting to order at 7:00 p.m. and then turned the meeting over to Council Member Kevin Graham.

II. ATTENDANCE

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
BJ Staab, Parks and Recreation Director
Jimmy Gibbs, Assistant Parks and Recreation Director
Tom Garland, Assistant Parks and Recreation Director
Jim Martin, Police Chief
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

Public Present: 11

III. TOPIC OF DISCUSSION

A. Mayor's Task Force for a Community Center, Fieldhouse and Natatorium:

Council Member Graham started the meeting by thanking everyone involved. Council Member Graham stated the need and opportunity are here because there aren't any other facilities in the Northland. The programs currently being offered are at capacity making Liberty residents having to travel to other cities for these amenities. Council member Graham stated that in 1992 when the Community Center was opened, two things became apparent. First, we are a community that really supports that type of involvement, supports those activities and supports access to a facility like that and it was extraordinary in its reception. The second thing that became evident, that literally from the day it opened, it was too small. It was overused, it has been over 31 years and it has been used to capacity and we have programmed it to be used for all it could be used for. There is not a time of day that you can go in there and it is not in full use. There is a stream of citizens from four years old to ninety years old going in and using that facility all day long. In many ways, it's a reflection of our community and just an indication of successful programs at a successful facility. Council Member Graham stated that we all realize that in the past 20 years that there will become a next version of that, a next iteration and that is what the Task Force is

looking at, what that next iteration will look like. In 2023, communities like Liberty, must have and continue to have investment. Council Member Graham stated that it doesn't just mean dollars, it means commitment to their citizens. Places to live, places to play, places to work and this falls in the places to play arena. A new version of a facility would be something we want to take a look at to expand our footprint in the City, to attract growth in the City and to attract additional investment in the City. Council Member Graham stated his philosophy on this is, facilities like this are not luxuries, they are essential to communities that are continuing to grow, invest in themselves and become a bigger player in the Greater Kansas City area because if we aren't investing in our City, it's going to get left behind and this is an essential part to Council Member Graham. Council Member Graham then turned the meeting over to BJ Staab, Parks and Recreation Director.

Mr. Staab, thanked the Mayor and Council for allowing them to share their thoughts and great discussions from very passionate individuals regarding a new Fieldhouse, Community Center and Natatorium. He went on to introduce the Task Force Member Presenters who are Jen Huyser and John Sprugel. Mr. Sprugel thanked the Council for all of their hard work as they have put in a lot of volunteer hours as well, and it's much appreciated. He knows it's a lot and he is sure they don't get thanked enough.

B. Mayor's Direction:

The Task Force was formed to evaluate and discuss the potential needs for a Fieldhouse, Community Center and Natatorium for the Liberty community.

C. Task Force Members:

- Christopher Hand
- Rob Percy
- Jason Cahill
- Deb Loomis
- Lori Riedel
- Drew Marriott
- Bill Taylor
- Mark Nasteff
- Shea Henderson
- Jen Huyser (Presenter)
- John Sprugel (Presenter)

D. Comparable Fieldhouse/Community Center Projects:

- TBK Sports Complex – Bettendorf, Iowa
- Rock Chalk Park – Lawrence, Kansas
- MidAmerican Energy Company RecPlex – West Des Moines, Iowa
- Sedalia Community Center – Sedalia, Missouri
- Cape Girardeau Sportsplex – Cape Girardeau, Missouri

Presenter Jen Huyser stated that each complex has different amenities and spaces but they do accomplish a lot of the bigger pieces that they think Liberty needs. Some of these venues have pools, walking tracks, large workout facilities and some with indoor/outdoor

sports activities. There were larger complexes in the surrounding areas that the Task Force looked at to get an idea of what is out there.

E. Liberty Pickleball Demographics:

Ms. Huyser stated the sustained growth of pickleball in the last six years is unprecedented. The sport is relatively easy to learn and is considered low-impact and appealing across many age groups. It draws people for its social component, it becomes a hip hobby and networking activity. It is very visible in Liberty when you drive by the new courts that they are packed from morning to night. It has been a very exciting addition to Liberty. Unfortunately, the outdoor space is limited to nice weather days. They need to be able to provide this opportunity for cold weather months, or for any other opportunities if the courts are full.

- 36 million pickleball players in the U.S.
- 1 in 6 Americans play pickleball
- “Casual” players who play 1-7 times a year
- “Core” 2 of 3 players who play 8 or more times a year
- 60.5% of total participation are men and 39.5% are woman; with a slightly faster rate of growth among women
- Pickleball skews toward higher-income households with the average income at \$75,573.00 and \$85,593.00 for core participants. Income disparity has improved since 2019
- Average age of a pickleball player is 35, down from 41 in 2020. This shows increasing traction with youth, an indicator for likely sustainability
- Largest number of players are between 25 and 34 years old
- The second highest most participated age group is among 18 to 24-year old’s and those 65 and older, which are equally popular
- Measured by Google Trends, interest in pickleball has increased 467% over the past five years
- In the last three years (2020-2022), tennis saw a growth of 33%, while pickleball’s growth was 158.6% during the same period
- In a conversation with the Chairman of the U.S. Specialty Sports Association, he was comfortable with projections for the demand for facilities to continue for a period of at least the next 20 years

F. Liberty Aquatics:

Ms. Huyser stated that a large aquatics facility was being talked about as a part of the April 2023 Liberty School District Bond but unfortunately that facility did not end up being a part of that Bond so the need is still there for an updated aquatics facility in Liberty. A high-level overview was done of our Liberty aquatics, our current facility, some of the current challenges and what potential revenue streams could look like. Although the Community Center pool is very nice and has treated us very well, Liberty has just outgrown it. Each of our current High Schools both use this Community Center for practices and meets and the lanes are crowded at most times of the day. The water temperature is very hard to regulate for competitive swimmers and your average pool patron. Anyone taking swimming lessons feels the crunch for that pool time.

G. Revenue Streams:

Ms. Huyser stated the Task Force is aware if additional funding is needed, the City of Liberty would need additional partners to support this aquatic center so the Task Force is currently working with the Liberty School District, William Jewell College, additional swim clubs and other school districts so there is a lot more work to be done regarding this part.

H. Liberty Volleyball:

The Liberty Task Force has performed a high-level overview of what's going on in the Liberty area for rec volleyball and what club volleyball has looked like over the past several years in the Kansas City area. In Liberty, the need for gym space is very high and it's hard to meet that demand. There are currently 244 volleyball clubs in the Kansas City area and it's just shy of 1,700 teams that compete. These numbers show us the demand for this growing sport. Each club volleyball team competes in local tournaments within the City and other cities throughout the nation, becoming a money maker for those cities who can host those tournaments.

I. City of Liberty Parks and Recreation Department:

Ms. Huyser stated that the Task Force homework wasn't done with just the information she just provided. There are all of the opportunities that the current Parks and Recreation Department provide with great participation. In the spring and fall, soccer brings in 550 children per season, baseball brings in 550 children per season and softball brings in 450 children, basketball in the limited winter months brings in 2,000 children; and, in the fall, flag football brings in 400 children. With these numbers, it just goes to show the excitement that Liberty has for all of its sports programs but as Ms. Huyser mentioned, we are limited in some of our facilities putting pressure on available gym time and a lot of these spaces only provide for outdoor use where we cannot provide for indoor use.

Ms. Huyser stated adult and senior fitness is extremely popular but we are currently out of room to offer any additional classes or health and wellness opportunities due to the limited space at the community center.

Ms. Huyser turned over the presentation to John Sprugel where he talked about the benefits of upgrading our current facilities.

J. Benefits of Upgrading our Current Facilities:

Mr. Sprugel asked, do we actually need a combined facility like this? And the answer is, yes, we do need a combined facility like this, especially going into the future. Mr. Sprugel stated our Parks and Recreation programs and our adult and senior programs are at capacity and that needs to be addressed. The City relies directly on the School District for indoor sports and is very fortunate to have a good partnership with them but this too will need to be addressed. The benefits are as follows:

- Helps create a healthy community
- Boosts to our local economy

Mr. Sprugel stated he feels the biggest benefit of a new facility is truly a community need. Having a new facility is a true gathering place for the community. He expressed that we will need these types of amenities as we move into the future. Mr. Sprugel said we are behind in our amenities that we offer people from a health and wellness standpoint. Moving forward, Mr. Sprugel highly recommends Council and staff to support this as much as possible.

Mr. Sprugel stated the Task Force is ready to serve and they will be here to help push it forward to make sure it is a success for our community. Mr. Sprugel then turned the presentation back to BJ Staab, Parks and Recreation Director.

V. SUMMARY

Mr. Staab stated that a facility like this could have a substantial economic impact to this community. He went on to highlight that a Master Plan was done earlier this year, and he has a statistically vowed survey that he thought would be interesting to share some Liberty citizen responses. One question being, please indicate if you or a member of your household use the following City parks and facilities. There were 15 options and they were parks and facilities, 67% of the respondents utilize the community center. The survey went on to ask which of the three parks or facilities should the City prioritize over the next two years and the leading vote getter of those same 15 options, 50% responding stating the community center should be a priority. This just goes to show that this community is behind on those types of amenities and facilities.

The last survey question was, if you had a \$100.00 budget, how would you allocate the funds among Parks and Recreation categories? The response was \$49.00 to maintain and improve the existing parks and facilities and develop new indoor recreation facilities and \$20.00 to develop new trails whether indoor, outdoor, walking or hiking. Mr. Staab stated, this goes to show you how important this is to the Liberty community.

Mr. Staab added that 97% of the responses from the survey indicated that Health and Wellness and Parks and Recreation Programs are very important to this community. He stated that it is a balancing act everyday with the community center schedule when you are at capacity and trying to work with the theater, two school districts and the Silver Center.

Mr. Staab then turned the presentation over to Council Member Graham for a few final words. Council Member Graham stated there are a couple things that he wanted to focus on and one being the need, and it is obvious. Secondly, he said the opportunity to have this is here and it's an opportunity to have something in the Northland that doesn't currently exist.

VI. ADJOURNMENT

The meeting adjourned at 7:55 p.m.

Mayor

Attest:

Deputy City Clerk

City Council Meeting

Study Session Summary

November 20, 2023

I. CALL TO ORDER

A study session meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on November 20, 2023 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 6:00 p.m.

II. ATTENDANCE

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
Michael Hagan and Gene Gentrup, Ward IV

Council Members Absent: None

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Vicki McClure, Finance Director
Ashley Comer, Assistant Finance Director
Andy Noll, Utilities Director
Amy Blake, Human Resources Director
BJ Staab, Parks and Recreation Director
Heather Massey, Police Captain
John Mills, Fire Chief
Katherine Sharp, Planning and Development Director
Tanner Craig, IT Operations Manager
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

Public Present: None

III. TOPICS OF DISCUSSION

A. General Fund Budget Recommendations

- Revenue Assumptions
 - 2023 Forecast shows an 2.5% increase over 2023 Adopted Budget-\$27.4M
 - 2024 Recommended Budget - \$28.8M or 5.36% higher than 2023 Forecast
- Revenue Assumptions for 2024
 - Sales Tax – 4% higher than 2023 projected amount
 - Use Tax – Proposed at \$4.3M

- Property Tax/Real Estate Taxes – Increase of roughly \$500,000.00
 - Attributable to higher assessed property evaluations and opting for the maximum on the Hancock Levy
- Franchise Fees budgeted at \$3.8M for 2024
 - Cell phones and Landline Franchise Fees continue to see declines
 - Cable – attributable from legislation in 2021 which included the Wayfair Tax, this fee will decrease by .5% each year and will remain in effect for five years
- Other Taxes which include the cigarette tax, state gasoline tax and vehicle sales tax proposed at \$1.57M which is a 4.6% increase when compared to the 2023 forecast attributable to the increase in gas and vehicle sales tax prices
- Development Fees decreasing due to inflation and interest rates. Overall, looking at a budget of \$700,000.00 for all thing's development related
- Emergency Services – 6.9% increase when compared to 2023 Forecast attributable to increased senior living apartments and other senior living facilities
- Interest has a significant increase and is projected at \$200.00 for 2024
- Expenditures with Transfers for 2023 Forecast - \$30.6M
 - This is larger when compared to the 2022 final, due to the Capital Expenditures line item, which goes up just shy of \$5M for the atrium payout purchase order.
- Expenditures with Transfers for 2024 - \$28.7M
 - 3.5% Cost of Living for Employees
 - 10% Increase in Benefits
 - 20% Increase in Property and Liability Insurance
 - Addition of one NEW position
 - Police Officer
 - Transfer from GF to PSST - \$1.6M
 - Transfer from GF to Parks Maintenance - \$300,000.00
 - To help support Non-Fee generating Amenities (Trails/Parks)
 - Transfer from GF to Cemetery Maintenance - \$60,000.00
 - To help support operations within the Cemetery Fund
- Fund Balance:
 - 2023 Projected Fund Balance – 26.2%
 - 2024 Fund Balance – 25.12%

B. Public Safety Sales Tax Fund Budget Recommendations

2023 Forecast and 2024 Budget Overview

- Revenue
 - 2023 Forecast - \$10.6M
 - ARPA Funds Closeout of \$3.7M and transferred to PSST
 - 2024 Recommended Budget - \$5.9M

- Includes addition of the 3% voter approved Recreational Marijuana Sales Tax that will go directly to the PSST
- Expenditures and Transfers
 - 2023 Forecast - \$7.7M
 - 2024 Recommended Budget - \$10.1M
- Fund Balance
 - 2023 Forecast - \$8.6M
 - 2024 Recommended Budget - \$4.4M

Resource Overview 2024

All Sources - \$5.9M

- Revenue
 - 4.5% Increase over Forecast in Sales Tax
 - Recreational Marijuana Sales Tax - \$0.45M
- Expenditures and Transfers
 - 2024 Recommended Budget - \$10.1M
 - \$9.2M Transfers
- Ending Fund Balance - \$8.5M
 - Challenges begin in 2026

2024 PSST Fund Overview

- Public Safety Sales Tax Expenses
 - Total Salary and Non-Salary Expenditures for 2024
 - \$17.7M (not including Fire Sales Tax)
- PSST Salary commitment have been made/maintained to the 2016 basis as promised - \$8.5M
- \$1.6M Transfer from GF to PSST

C. Parks Budget

Liberty Parks and Recreation Goals for 2024

- Implementation of "Imagine Liberty 2032" Parks & Rec Master Plan strategic goals as possible
- Staff plans to work with the City's PR team and new Tourism Coordinator to revamp the 2024 calendar of events
- Staff support for Mayor appointed Task Forces

Current Funding Sources for FY2024 Budget

- 2001 Park Sales Tax
- Property Tax
- Program & Membership fees
- Grants & Sponsorships
- LPR Foundation support
- General Fund Support

2001 Park Sales Tax

- “Pay as You Go Funding”
- Supports both department operations, capital and debt service payments
- Estimated \$1.4 million needed to subsidize the Parks and Recreation Operating Budget

¼-Cent PARKS SALES TAX

- 2022 = Final \$1,642,469
- 2023 = Forecast \$1,638,410
- 2024 = Budget \$1,709,220

Overall Budget

- Increased Property Tax Revenue for Parks Department (est. \$100K)
- Staffing, Benefits changes (full-time, part-time and seasonal)

Parks Maintenance

- GF transfer of \$300,000.00 to Park Operations for trail, playground and sprayground maintenance

Community Center:

- Increasing Community Center memberships
- GF support for memberships, \$90,000
- Projects within Operations Budget
 - Sauna structure updates
 - Repair concrete in Natatorium
 - Facility roofing repairs and warrant extension
 - Security upgrades with badge entry to main entry and back offices
 - New tables for meeting rooms
 - Fitness equipment replacements

Sports Complex / Programs:

- Turf bond payment is included in operations budget
- Finishing Bond projects included in the Turf project
 - Batting cages
- Upgrades in concession equipment

FY2024 Capital Projects / Equipment

- John Deere zero turn mower \$20,000
- Ruth Moore Shelter \$20,000
- New Community Center concrete entry \$55,000
- Paint Natatorium \$20,000
- Canterbury Restrooms \$100,000
- F350 Truck \$50,000
- Staff will evaluate operation budget mid-year with the possibility of additional projects

FY2024 Projects with Operations

- Westboro playground surface \$30,000
- Stocksdale Playground & Surface \$100,000
- Stocksdale pump track work \$6,000
- Clay Meadows trail resurface \$50,000
- Bike racks \$5,000

- Trail kiosks & Maps \$5,000
- Sports Complex 4plex playground surface \$30,000
- Wilshire Bridge \$70,000
- City Park trail connection \$5,000

2024 Payments & Transfers

Debt Service Payments

- 2015 Special Obligation Bond
 - System wide improvements
 - **\$104,728**
- 2018 Special Obligation Bond
 - Parks Maintenance Building
 - **\$33,663**

Park Sales Tax Transfers

- Park Admin & Maintenance
 - **\$452,815**
- Community Center
 - **\$447,753**
- Sports Complex / Sports Programs
 - **\$468,958**

2024 Park Sales Tax Recap - Revenue

Beginning Fund Balance \$1,578,357.00

Sales Tax \$1,828,600.00

Sales Tax Transfer \$ (119,380.00)

Total Revenues \$ 1,736,220.00

Ending Fund Balance \$1,556,659.00

Pay-As-You-Go

2015 SOB Principal \$85,000.00

2015 SOB Interest \$19,728.00

Park Fund Transfer – Parks \$452,815.00

Park Fund Transfer - Community Center \$47,753.00

Park Fund Transfer - Sports Complex \$468,958.00

Ruth Moore Shelter \$20,000.000

Vehicles (Parks Truck and CFSC mower) \$70,000.00

LCC concrete and Natatorium Paint \$60,000.00

2018 SOB Principal \$19,615.00

2018 SOB Interest \$14,048.00

Total Expenses \$1,757,917.00

Total Revenue Over (Under) Expenditures \$ (21,697.00)

Total Ending Fund Balance \$ 1,556,659.00

ADD: Park Dev Funds & Tree Fund \$108,963.00

IV. SUMMARY

The Mayor and City Council Members thanked staff for the presentations. The first reading of the budgets will be at the December 11, 2023 Regular Session meeting.

V. ADJOURNMENT

The meeting adjourned at 6:37 p.m.

Mayor

Attest:

Deputy City Clerk

City Council Meeting

Regular Session Minutes

December 11, 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 December 11, 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 Jeff Watt, 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
Michael Hagan, Ward IV

Council Members Absent: Gene Gentrup, Ward IV

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Vicki McClure, Finance Director
Ashley Comer, Assistant Finance Director
BJ Staab, Parks and Recreation Director
Jimmy Gibbs, Assistant Parks and Recreation Director
Erika Brant, Parks and Recreation Community Engagement Mgr.
Jim Martin, Police Chief
John Mills, Fire Chief
Chris Young, Fire Chief
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

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

IV. APPROVE MINUTES AND SUMMARIES

V. CITIZENS' PARTICIPATION

Gieselle Fest – 1407 Lynette Street, Ms. Fest thanked the City Council for the opportunity to speak tonight about Block 174. Ms. Fest stated that as of June 2022, the attorney the City had representing them in the revestment lawsuit was George Kapke. Ms. Fest stated that Mr. Kapke entered maps as Exhibits on the record and the one she is here to talk about is a map listed as Exhibit 3. Ms. Fest stated this map shows where the basic common man, the poor man, the forgotten men, three wives and other veterans are buried. Ms. Fest asks the City Council to let the Veterans live in peace.

David Langston – 1920 Carter Court, Mr. Langston is here to talk about the city-owned cemetery rules and regulations policy, specifically the rule about not allowing cameras. Mr. Langston stated that in our society, we are increasing the use of cameras and there are some in the cemetery. Mr. Langston stated Police Departments rely on cameras. Mr. Langston feels that by not allowing cameras in city-owned cemeteries counters to what is being done in society to reduce crime. Mr. Langston asks the City Council to re-evaluate this Resolution so that the Council doesn't put forward bad public policy.

Larry Yeatman is here to compliment the City Council for passing an Ordinance to install cameras at various shopping mall parking lots. Mr. Yeatman stated he believes this is good because they can be used in resolving flash mobs and store looters. Mr. Yeatman stated other crimes happen in parking lots like hit and runs. Mr. Yeatman stated the problem here is, you can go to a store owner and request the footage to only be told that it is for the store use not public use. Mr. Yeatman asks that since these new cameras are publicly funded, will citizens or visitors be able to view the footage if they become a victim? Mr. Yeatman states he thinks it's a new trend of cities to spend tax payer dollars to protect private business owner's property and if that's what is going on, he guesses it's alright as you know cameras are good. Mr. Yeatman commended the City Council for passing this Ordinance.

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, Mr. Holtzclaw stated he was here to talk about his family buried in privately owned Block 174. Mr. Holtzclaw stated his uncle is John Wilhaul, who sold Block 174 on January 6, 1900. Mr. Holtzclaw stated that here in a few weeks, it's going to be 124 years that they have owned that property and that it doesn't belong to the City because they have a deed on record with the Recorder of Deeds. Mr. Holtzclaw stated this is the 81st City Council meeting he has attended and he asks the City Council to stop the revestment lawsuit.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

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

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

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

- 2023 Dodge Durango Pursuit \$42,600.00

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

Independence, MO. The \$42,600.00 cost of this purchase is provided through the 2023 Police Department Budget.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

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

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

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

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3362.

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

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3363.

D. RESOLUTION ACCEPTING THE SANITARY SEWER IMPROVEMENTS FOR THE FULKERSON ESTATES PROJECT

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

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3364.

E. RESOLUTION ACCEPTING THE SANITARY SEWER IMPROVEMENTS FOR THE 1628 SOUTHVIEW DRIVE PROJECT

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

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3365.

F. TEMPORARY EVENT LIQUOR LICENSES FOR HISTORIC DOWNTOWN LIBERTY, INC.

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

1. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR HISTORIC DOWNTOWN LIBERTY, INC. ON MAIN, KANSAS, FRANKLIN AND WATER STREETS ON SATURDAY, FEBRUARY 17, 2024, FOR THE 14TH ANNUAL LET'S WINE ABOUT WINTER EVENT

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3366.

2. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR HISTORIC DOWNTOWN LIBERTY, INC. ON MAIN, KANSAS, FRANKLIN AND WATER STREETS ON OCTOBER 3, 2024, FOR THE 3RD ANNUAL WITCHES' BREW

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3367.

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

Leigh Marx is hosting a small/private event to be held at the Liberty Community Center on December 23, 2023 from 3:00 p.m. to 6:00 p.m. The applicant has completed 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 October 20, 2023, notifying them of the application and the meeting date that Council will consider the application. Staff has confirmed School District receipt of the notice and there are no other district events in the Community Center that day.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3368.

VIII. PUBLIC HEARINGS

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD OF NOVEMBER 17, 2023 TO DECEMBER 1, 2023

Document No. 9676 was read.

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

Roll Call

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11842.

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

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

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

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

The legal description of the property is:

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

The North Half of the North Wall of a two-story brick building located on the South Half of the South Half of Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, conveyed to Louise B Wittoff in Book 106, Page 287, deed records of Clay County,

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

Acceptance of the acquisition of the building located at 9 N. Water Street for \$345,000.00 from KMW Property Management, LLC, would be the next step in moving towards reclaiming and redeveloping this area of Liberty's historic square.

Document No. 9677 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 Graham seconded the motion.

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11843.

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

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

Document No. 9678 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 Graham seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11844.

D. HISTORIC DOWNTOWN LIBERTY, INC. (HDLI)

1. PRESENTATION OF HDLI ANNUAL REPORT

Danelle O'Connell

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

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

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

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

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

Document No. 9679 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 Graham moved to approve the ordinance. Council Member Watt seconded the motion.

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11845.

E. SPORTS APPAREL UNIFORMS

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

The Parks and Recreation Department facilitates a wide variety of youth and adult sports leagues and camps throughout the year that require the purchase of uniforms, jerseys, caps, socks, champion apparel, etc. An RFP was advertised soliciting vendors to provide full service apparel management for each of the programs. The bid was not limited to a single-vendor award and was written with the ability to split the award among vendors offering the best price and/or service. The Department has seen an increase in youth volleyball and basketball participants. The product per piece of apparel has not changed but there will be an increase in sports apparel amounts to accommodate the rise in participants. Six proposals were received. A “basket of goods” analysis was used to compare unit pricing proposed. Staff used FY 2023 numbers of apparel units managed to project FY2024 annual costs per item bid. Not all vendors bid on all items and not all items met specifications.

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

and Volleyball Jerseys - \$22,187.00

- Award #3 – TW Custom Branding for Basketball Jerseys, Bitty Sports, and Adult

Sports Championship Shirts - \$31,454.40

- Contracts have been written for each of the awards at the amount budgeted for each set of anticipated apparel purchases.

Document No. 9680 was read.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11846.

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

Document No. 9681 was read.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11847.

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

Document No. 9682 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11848.

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

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

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

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

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

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

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

Document No. 9683 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 Graham moved to approve the ordinance. Council Member Phillips seconded the motion.

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11849.

G. ORDINANCE AMENDING CHAPTER 8 "CEMETERIES," OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI (TO BE FURTHER CONTINUED TO DECEMBER 18, 2023)

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

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

Cemeteries

Staff recommends that Chapter 8, "Cemeteries" be deleted in its entirety and replaced with a new Chapter 8, "Cemeteries. A summary of the changes to Chapter 8 is detailed below.

Chapter 8 – Cemeteries

Sections related to the cemetery advisory committee have been removed since that committee was retired in 2023.

Several sections of Chapter 8 included sections that were duplicated in the City of Liberty Rules and Regulations for City-Owned Cemeteries document. All duplicated sections were removed from the new ordinance; however, the information remains in the City of Liberty Rules and Regulations for City-Owned Cemeteries document.

A new section was added to reference the companion document, City of Liberty Rules and Regulations for City-Owned Cemeteries. It states:

Sec. 8-10. – Cemetery, Rules and Regulations. - Rules and Regulations regarding cemetery operations including Interment and Disinterment policies and general regulations for lot owners and the public are in the companion document “City of Liberty Rules and Regulations for City-Owned Cemeteries” and are in full force and effect, having been approved by the city council and on file in the Office of the Deputy City Clerk.

Under Sec. 8-11 – Penalty., the section number was updated to reflect a change in section numbers in Chapter 22.

Document No. 9684 was read.

Action: Council Member Hagan moved to further continue consideration of the Ordinance to December 18, 2023. Council Member Graham seconded the motion.

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

H. **RESOLUTION APPROVING THE CITY OF LIBERTY, MISSOURI RULES AND REGULATIONS FOR CITY-OWNED CEMETERIES (TO BE FURTHER POSTPONED TO DECEMBER 18, 2023)**

Staff recommends adopting the revised City of Liberty Rules and Regulations for City Owned Cemeteries. A summary of the changes is detailed below:

Introduction

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

General Regulations:

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

Interment Regulations:

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

Disinterment Regulations:

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

Outer Burial Containers, Memorials, Foundations and Installation:

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

Action: Council Member Hagan moved to further postpone consideration of the Resolution to December 18, 2023. Council Member Graham seconded the motion.

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

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

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

decrease each year until 2027 for a total decrease of \$129,852.00 over the five-year period.

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

- Starting August 28, 2023, a franchise fee rate of 4.5%;
- Starting August 28, 2024, a franchise fee rate of 4%;
- Starting August 28, 2025, a franchise fee rate of 3.5%;
- Starting August 28, 2026, a franchise fee rate of 3%; and
- Starting August 28, 2027, a franchise fee rate of 2.5%

Document No. 9685 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11851.

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

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

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

1. Development of a comprehensive scope of work which fulfills the City's stated goals and objectives. Architects should do the following, to ensure an accurate scope:

- Information Gathering and Programming;
- Existing Facility and Site Analysis;
- Coordinate with the City's applicable Public Works, Police, Information Technology and Building Maintenance staff respectively.

2. Assistance in selection of an appropriate project delivery method. Appropriate delivery methods may include, but are not limited to, Design Bid Build, Design Build or Construction Manager at Risk.

3. Development of a project budget/estimate which includes, but is not limited to, design fees, construction cost, furniture, fixtures, and equipment, and contingencies.

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

- Wellner Architects, Inc.
- WSKF Architects

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

Document No. 9686 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 Watt moved to approve the ordinance. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11852.

K. ORDINANCE APPROVING AN AGREEMENT WITH MYRICK MECHANICAL FOR THE PURCHASE AND INSTALLATION OF TWO NEW HVAC UNITS (RTU #3 & RTU #4) LOCATED AT THE LIBERTY COMMUNITY CENTER FOR AN AMOUNT NOT TO EXCEED \$38,895.00

The Liberty Community Center opened on February 17, 1992. HVAC rooftop units RTU #3 & RTU #4 are original to the building. Holes were discovered in the heat exchangers of RTU #3 & RTU #4 during fourth quarter preventative maintenance by Myrick Mechanical.

RTU #3 – This unit provides services to the Liberty Community Center Lower Level Wellness Center Strength Side. It was determined that the unit had a hole in the heat exchanger.

RTU #4 – This unit provides services to the Liberty Community Center Upper Level Blue Room. It was determined that the unit had a hole in the heat exchanger.

A quote was received from Myrick Mechanical in the amount of \$38,895.00 for the FULL replacement of RTU #3 & RTU #4. The new 10-Ton Carrier units come with a one -year, all parts limited warranty and a four-year warranty on the compressor, heating elements, air economizer and heat exchanger wheel.

Due to the age of the units being 31 years old and being the original equipment for the building, the cost of ongoing repairs and uncertainty by the vendor about the future operation of the units, staff recommends full replacement of RTU #3 & RTU #4.

Staff recommend approval of a contract with Myrick Mechanical for the purchase and installation of the Liberty Community Center's RTU #3 & RTU#4 in an amount not to exceed \$38,895.00.

Replacement units will be funded through the Liberty Community Center 2024 operations budget.

Document No. 9687 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11853.

L. ORDINANCE APPROVING A CONTRACT WITH ZIPCO CONTRACTING, INC. TO REMODEL THE FIRST AND SECOND FLOOR BATHROOMS PROVIDING ADA COMPLIANT PUBLIC BATHROOMS AND FIRST FLOOR LOBBY IN AN AMOUNT NOT TO EXCEED \$152,050.00

The general access bathrooms on the first floor and second floor need to be upgraded to provide ADA-compliant facilities. The bathrooms include the removal of existing floor and wall tiles, partial walls, and existing toilets, and will be replaced with new flooring, LED lighting, ADA stools, sinks and faucets, new partitions and grab bars. The contract will be with ZIPCO Contracting, Inc. for the following amounts:

- Second floor men's and women's ADA-compliant bathroom remodel for \$72,955.00
- First floor bathroom remodel for one family and one ADA-compliant family bathroom for \$61,460.00
- First floor lobby remodel for \$17,635.00

The total contract amount is \$152,050.00.

Construction quotes were requested from JE Dunn and Premier Contracting with no prices being submitted. ZIPCO Contracting is also an approved vendor through the State of Missouri cooperative bidding process, which approves sole source contracting as well.

Document No. 9688 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-1-0

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

No: Council Member Jeff Watt

Abstain: Gentrup

Approved by the Chair and inscribed in Ordinance No. 11854.

M. 2024 ANNUAL BUDGETS

State law requires annual budget adoption. The Council Budget Committee and City staff have extensively analyzed the 2023 and 2024 revenue budgets and expenditure requirements over multiple open meetings, starting in mid-summer of 2023. The proposed 2024 Budget was presented at a study session to the City Council on November 20, 2023, and December 4, 2023. The proposed 2024 budget components that were presented were comprised of the General Fund; Capital Improvement Plan (Capital and Transportation Sales Tax); Economic Sales Tax; Fire Sales Tax; Parks Sales Tax; Parks Fund; Utility Funds.

Various citizen committees have reviewed elements of the 2024 Budget. The Citizens Sales Tax Oversight Committee reviewed the following budgets and found them consistent with voter intent:

- Capital Sales Tax Fund;
- Transportation Sales Tax Fund;
- Parks Sales Tax Fund; and
- Fire Sales Tax Fund.

The Economic Development Sales Tax Board reviewed the Economic Development Sales Tax Fund and found it consistent with voter intent. The Public Safety Sales Tax Oversight Committee reviewed the PSST Fund and found it consistent with voter intent.

The City of Liberty Park Board reviewed the Park and Parks Sales Tax Budgets and recommended them to the City Council. The proposed ordinances are supported by the 2024 Budget Message, which provides substantial narrative and fiscal information on the 2024 budget.

1. ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI FOR THE FISCAL YEAR 2024

Document No. 9689 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 Travis seconded the motion.

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11855.

2. ORDINANCE ADOPTING THE ANNUAL PARK AND PARKS SALES TAX BUDGETS FOR THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI FOR THE FISCAL YEAR 2024

Document No. 9690 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11856.

N. RESOLUTION APPROVING THE 2024 TO 2029 STREET CAPITAL IMPROVEMENT PLAN FOR THE CITY OF LIBERTY, MISSOURI

The 2024 to 2029 CIP represents the accumulation of prior planning, project prioritization by the City Council, efforts by Public Works staff to maximize Federal, State and other local funding resources and has been reviewed by the Budget Committee and City staff.

The CIP contemplates the spending of approximately \$55.88 million on street infrastructure improvements, equipment purchases, maintenance projects, public building improvements and associated debt service expense.

Projects to be accomplished by the Transportation, Capital and Economic Development Sales Funds are:

1. \$16.02M – Street Restoration/General Transportation Improvements/Street Maintenance Supplies
2. \$2.18M – Public Works Equipment – Building Maintenance/Misc. Expenses
3. \$2.92M – Signal Light Maintenance
4. \$3.14M – Storm Water Improvements
5. \$2.30M – Sidewalk Program
6. \$1.72M – Capital Engineer/Street Maintenance Workers
7. \$0.40M – Transportation Enhancement Projects/City Landscaping Funds
8. \$1.02M – IRIS Transportation (\$170K annual commitment)
9. \$0.07M – Transfer Out – To Parks for City Landscaping Funds
10. \$22.47M – Debt Service/Loan Costs
11. \$3.64M – Transfers Out

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3370.

X. OTHER BUSINESS

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 7:46 p.m.

Mayor

Attest:

Deputy City Clerk



**CITY COUNCIL
ACTION REPORT**

Meeting Date: January 22, 2024

A/R No.: 2024-3

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant
Director Parks

Subject: MOTION TO APPROVE THE PURCHASE OF A 2024 FORD F250 FOR THE PARKS AND RECREATION DEPARTMENT FROM CHUCK ANDERSON FORD IN AN AMOUNT NOT TO EXCEED \$49,998.42

Summary:

- Included as a part of the Parks and Recreation Departments 2024 Capital Equipment Program is the purchase of a replacement truck.
- Staff utilized the Mid-America Regional Council cooperative purchasing program to purchase a 2024 Ford F250 4x4.
- This purchase is budgeted from the Parks Sales Tax Fund.
- The total cost of the truck, including all applicable additional equipment, is \$49,998.42.

Background:

The FY2024 Capital Equipment Program includes \$50,000.00 in Park Sales Tax funding for the purchase of a replacement truck for use throughout the park system.

Staff recommends utilizing the MARC cooperative purchasing program to purchase a 2024 Ford F250 four-wheel drive outfitted with a tow package and a 6.8L engine from Chuck Anderson Ford for the amount of \$49,998.42. This truck, with a tow package, will serve the needs of the Parks and Recreation Department.

Park Board reviewed on January 4, 2024, and the Citizen Sales Tax Oversight Committee reviewed on January 11, 2024.

Previous Action (if applicable):

Policy/Committee Review:

x	Citizen Sales Tax Oversight Committee	Completed/Recommended: 01-11-2024
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
x	Other: Park Board	Completed/Recommended: 01-04-2024

Financial Considerations:

Budgeted:	Line Item: 54.60.420.36.7101 Line Item:	Amount: \$49,998.42 Amount:
------------------	--	--------------------------------

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

Attachments:

1. 2024 F250 Parks



Preview Order 1234 - F2B 4x4 Reg Cab SRW: Order Summary Time of Preview: 12/20/2023 09:05:56 Receipt: 12/12/2023

Dealership Name: Chuck Anderson Ford, Inc.

Sales Code : F53405

Dealer Rep.	NICHOLAS ANDERSON	Type	Fleet	Vehicle Line	Superduty	Order Code	1234
Customer Name	City of Liber	Priority Code	B1	Model Year	2024	Price Level	420

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 STYLESIDE PICKUP/142	\$47760	FORD PRO UPFIT INTEGRATION SYS	\$400
142 INCH WHEELBASE	\$0	PLATFORM RUNNING BOARDS	\$320
TOTAL BASE VEHICLE	\$47760	10000# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	50 STATE EMISSIONS	\$0
CLOTH 40/20/40 SEAT	\$100	120V/400W OUTLET	\$175
MEDIUM DARK SLATE	\$0	SPARE TIRE AND WHEEL	\$0
PREFERRED EQUIPMENT PKG.600A	\$0	JACK	\$0
.XL TRIM	\$0	UPFITTER SWITCHES	\$165
.AIR CONDITIONING -- CFC FREE	\$0	250 AMP ALTERNATOR	\$85
.AM/FM STEREO MP3/CLK	\$0	REMOTE START SYSTEM	\$250
.6.8L DEVCT NA PFI V8 ENGINE	\$0	TOUGH BED SPRAY IN BEDLINER	\$595
10-SPEED AUTO TORQSHIFT-G	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
LT245/75R17E BSW ALL-TERRAIN	\$165	FUEL CHARGE	\$0
3.73 ELECTRONIC-LOCKING AXLE	\$430	PRICED DORA	\$0
JOB #2 ORDER	\$0	ADVERTISING ASSESSMENT	\$0
FRONT LICENSE PLATE BRACKET	\$0	DESTINATION & DELIVERY	\$1995

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

MSRP
\$52440
NA

now \$52440

was 52175

265 more

ORDERING FIN: QC572 END USER FIN: QC572

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This is not an invoice.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: January 22, 2024

A/R No.: 2024-8

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant
Director Parks

Subject: MOTION TO APPROVE THE PURCHASE OF A NEW JOHN DEERE Z994 MOWER FOR THE PARKS AND RECREATION DEPARTMENT FROM LAWN AND LEISURE OF LEE'S SUMMIT IN AN AMOUNT NOT TO EXCEED \$17,777.76

Summary:

- Included as a part of the Parks and Recreation Department 2024 Capital Equipment Program is the replacement of one John Deere Z994 mower for the Capitol Federal Sports Complex.
- Staff utilized the Sourcewell Cooperative price agreement program to procure the new equipment.
- This purchase is budgeted from the Parks Sales Tax Fund
- The price of the mower is \$17,777.76 with no trade in.
- Staff plans to sell the old mower on Purple Wave Auctions for more than the trade-in offer received.

Background:

The FY2024 Capital Equipment Program includes Park Sales Tax Funds for the replacement of a mower for the Capitol Federal Sports Complex. The current unit has exceeded the life of work hours and is recommended for replacement. The life hours are an indicator that maintenance costs will increase as more repairs become needed on the wearable parts of the equipment.

Staff recommends approval of the equipment purchase from Deere & Company (Lawn and Leisure of Lee's Summit) utilizing the Sourcewell Cooperative pricing program to purchase one John Deere Z994 replacement mower for the amount of \$17,777.76 from the Park Sales Tax fund.

The Park Board reviewed on January 4, 2024, and the Citizen Sales Tax Oversight Committee reviewed on January 11, 2024.

Previous Action (if applicable):

Policy/Committee Review:

x	Citizen Sales Tax Oversight Committee	Completed/Recommended: 01-11-2024
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
x	Other: Park Board	Completed/Recommended: 01-04-2024

Financial Considerations:

x Budgeted:	Line Item: 54.60.420.36.7101	Amount: \$17,777.76
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Liberty Parks - Fountain Bluff - 2024 JD Z994R Options 12182023

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line

- ☐ Contract name or number; or JD Quote ID

- ☐ Sold to street address

- ☐ Ship to street address (no PO box)

- ☐ Bill to contact name and phone number

- ☐ Bill to address

- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- ☐ Membership number if required by the contract

For any questions, please contact:

Bryan Acree

Lawn & Leisure - Lees Summit
706 Se Blue Parkway
Lees Summit, MO 64063

Tel: 816-524-6695

Fax: 816-524-0502

Email: acreeb@lawnandleisure.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 28633567

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Lawn & Leisure - Lees Summit
706 Se Blue Parkway
Lees Summit, MO 64063
816-524-6695
KraftS@LawnandLeisure.com

Prepared For:

Devin Skillman



Proposal For:

Delivering Dealer:

Bryan Acree

Lawn & Leisure - Lees Summit
706 Se Blue Parkway
Lees Summit, MO 64063

KraftS@LawnandLeisure.com

Quote Prepared By:

Bryan Acree

acreeb@lawnandleisure.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Lawn & Leisure - Lees Summit
706 Se Blue Parkway
Lees Summit, MO 64063
816-524-6695
KraftS@LawnandLeisure.com

Quote Summary

Prepared For:

Devin Skillman
1600 S Withers Rd
Liberty, MO 64068
Business: 816-439-4616
dskillman@ci.liberty.mo.us

Delivering Dealer:

Lawn & Leisure - Lees Summit
Bryan Acree
706 Se Blue Parkway
Lees Summit, MO 64063
Phone: 816-524-6695
acreeb@lawnandleisure.com

Quote ID: 28633567
Created On: 18 April 2023
Last Modified On: 18 December 2023
Expiration Date: 17 January 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z994R Diesel Commercial ZTrak	\$ 23,088.00	\$ 17,777.76 X	1 =	\$ 17,777.76
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: December 17, 2023				
Equipment Total				\$ 17,777.76

Trade In Summary	Qty	Each	Extended
2017 JOHN DEERE Z950R GAS - 1TC950RGEHT051237	1	\$ 2,700.00	\$ 2,700.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 2,700.00
Trade In Total			\$ 2,700.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 17,777.76
Trade In	\$ (2,700.00)
SubTotal	\$ 15,077.76
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 15,077.76
Down Payment	(0.00)

Salesperson : X _____

Accepted By : X _____

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Lawn & Leisure - Lees Summit
706 Se Blue Parkway
Lees Summit, MO 64063
816-524-6695
KraftS@LawnandLeisure.com

Rental Applied

(0.00)

Balance Due

\$ 15,077.76

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 28633567 **Customer Name:** DEVIN SKILLMAN

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Lawn & Leisure - Lees Summit
706 Se Blue Parkway
Lees Summit, MO 64063
816-524-6695
KraftS@LawnandLeisure.com

JOHN DEERE Z994R Diesel Commercial ZTrak

Hours: **Suggested List ***
Stock Number: \$ 23,088.00
Contract: Sourcewell Grounds Maintenance 031121-DAC **Selling Price ***
(PG NB CG 70) \$ 17,777.76

Price Effective Date: December 17, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2545TC	Z994R Diesel Commercial ZTrak	1	\$ 21,839.00	23.00	\$ 5,022.97	\$ 16,816.03	\$ 16,816.03
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 1,249.00	23.00	\$ 287.27	\$ 961.73	\$ 961.73
1504	60 In. 7-IRON PRO™ Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,249.00		\$ 287.27	\$ 961.73	\$ 961.73
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 23,088.00		\$ 5,310.24	\$ 17,777.76	\$ 17,777.76

Trade-in

Quote Id: 28633567

Customer Name: DEVIN SKILLMAN

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

2017 JOHN DEERE Z950R GAS SN# 1TC950RGEHT051237			
Machine Details			
Description			Net Trade Value
2017 JOHN DEERE Z950R GAS			\$ 2,700.00
SN# 1TC950RGEHT051237			
Your Trade In Description			
60" M.O.D. Deck Standard Seat Good Tires 1302 hrs @ 12-18-2023			
Additional Options			
Hour Meter Reading		1098	
Total			\$ 2,700.00
Warranty Coverage			
JD PROMISE	JD PROMISE 10 DAYS	16-Jul-2017	0
LIMITED BASIC	24 MONTHS	07-Jul-2019	0
BASIC WARRANTY	BASIC 36 M / 1500 HR	06-Jul-2020	0



**CITY COUNCIL
ACTION REPORT**

Meeting Date: January 22, 2024

A/R No.: 2023-788

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: MOTION TO DECREASE THE AMOUNT TO PURCHASE 2023 FORD TRUCKS FOR THE PUBLIC WORKS DEPARTMENT FROM CHUCK ANDERSON FORD BY \$7,037.36, FROM \$201,414.36 AMOUNT NOT TO EXCEED \$194,377.00

Summary:

- The original motion to purchase 2023 Ford Trucks by the Public Works Department was approved on March 13, 2023 and included the purchase of 4 new trucks; a F350 Regular Cab truck, two F550 Cabs and Chassis and a F150 truck.
- The current purchase includes the F350 Regular Cab Truck, one F550 Cab and Chassis, one F150 and one F350 Crew Cab truck that was ordered in 2021.

Background:

This purchase was originally approved on March 13, 2023.

Original Purchase Authorized:

- | | |
|--------|-------------|
| • F350 | \$48,359.16 |
| • F550 | \$61,527.60 |
| • F550 | \$61,527.60 |
| • F150 | \$43,000.00 |

Total \$214,414.36 less \$13,000.00 trade in of a Public Works Ford Escape = \$201,414.36

Amended Purchase:

- | | |
|----------------------|-------------|
| • F350 Regular Cab | \$48,359.16 |
| • F550 Cab & Chassis | \$61,527.60 |
| • F350 Crew Cab | \$52,901.16 |
| • F150 after trade | \$31,589.08 |

Total \$207,377.00 less \$13,000.00 trade in of a Public Works Ford Escape = \$194,377.00

Due to the delay in time frame, vehicle ordering to actual delivery, the original purchase of a F550 was replaced with the new purchase of a F350, decreasing the purchase amount from \$201,414.36 to \$194,377.00 resulting in a difference of \$7,037.36.

Previous Action (if applicable):

Council Meeting March 13th, 2023 Consent Agenda: PURCHASE OF 2023 FORD TRUCK FROM CHUCK ANDERSON IN AN AMOUNT NOT TO EXCEED \$201,414.36

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 50.70.201.36.7201	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

None



CITY COUNCIL ACTION REPORT

Meeting Date: January 22, 2024

A/R No.: 2024-13

Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject: RESOLUTION TO DECLARE THE OFFICIAL INTENT TO FINANCE THE COST OF ACQUIRING EQUIPMENT AND VEHICLES USING TAX-EXEMPT DEBT FINANCING

Summary:

- The City will secure in 2024 the following vehicles and equipment items:
 - For the General Fund Information Services Department, consisting of:
 - Minor computer equipment at an estimated cost of \$235,000.00 and;
 - Capital Equipment at an estimated cost of \$150,000.00
 - For the General Fund Police Department, consisting of
 - Police vehicles with extended warranties at an estimated cost of \$330,000.00 and;
 - Capital Equipment at an estimated cost of \$210,000.00
 - For the General Fund Finance Department, consisting of;
 - Replacement of Financial System, Utility Billing System and the purchase of Asset Management Software at an estimated cost of \$500,000.00
 - For the General Fund Planning Department, consisting of;
 - Inspection vehicle (s) purchase at an estimated cost of \$67,000.00
 - For the Capital Sales Tax Fund consisting of:
 - Public Works capital equipment (Freightliner dump truck with snow equipment) at an estimated cost of \$270,000.00
 - For the Fire Sales Tax Fund consisting of:
 - Ambulance Purchase (5) at an estimated cost of \$1,400,000.00 and;
 - Pumper Purchase (3) at an estimated cost of \$4,000,000.00
- The General Fund purchases are scheduled to be purchased with cash in 2024, but have been included in this resolution as a potential borrowing in the event cash is needed for unanticipated projects with those funds.
- The Capital purchases listed for Capital Sales Tax are scheduled to be purchased with cash in 2024, but have been included in this resolution as a potential borrowing in the event that cash is needed for any unanticipated projects within those funds.
- The Fire Sales Tax purchases will be financed through debt at an estimated total of \$5,400,000.00. Amortization of the debt will be timed to each specific item's useful life.
- The City may use either Special Obligation Bonds or a bank lease/purchase agreement instrument as the debt financing method.
- Discussions were held during the budget process with the Budget Committee on the usage of debt financing for these purchases.

- IRS requirements allow for a government entity to go back 60 days from the date of a resolution of intent to reimburse itself using tax-exempt debt financing.
- So, to provide the City with maximum financing flexibility, staff is recommending the Council approve the attached reimbursement resolution.

Background:

The City will be acquiring certain vehicles, equipment and property improvements during 2024. The 2024 Fire Sales Tax Fund anticipates using tax exempt debt financing. To provide maximum flexibility for 2024 budget management, a reimbursement resolution should be passed. Staff recommends approval of the attached resolution.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:11/16/2023
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended: 11/01/2023
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 of Intent for 2024

RESOLUTION NO. _____

A RESOLUTION TO DECLARE THE OFFICIAL INTENT OF THE CITY OF LIBERTY,
MISSOURI TO FINANCE THE COST OF ACQUIRING CERTAIN EQUIPMENT AND
VEHICLES AND MAKING CAPITAL IMPROVEMENTS USING TAX EXEMPT DEBT
FINANCING

WHEREAS, the City of Liberty, Missouri (the “City”) may finance or reimburse the cost of certain capital projects, equipment and/or vehicles for the City, including police vehicles and equipment, IT equipment, Financial and Utility Billing Software, Planning vehicles, Capital Sales Tax Fund Public Works vehicles and Fire Sales Tax vehicles and equipment (altogether known as “Projects, Equipment and Vehicles”).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri that:

The City Council hereby finds it necessary and declares its intent to finance the cost of certain capital projects and costs associated with acquiring and installing the Projects, Equipment and Vehicles. The City has made, or expects to make expenditures in connection with certain Projects, Equipment and Vehicles, and the City may reimburse itself for such expenditures with the proceeds from a tax-exempt financing (the “Financing”) to be entered into by or for the benefit of the City. The approximate maximum principal amount anticipated for the Financing is \$7,162,000, plus any additional amounts necessary to pay the cost associated with the issuance of the Financing; and

BE IT FURTHER RESOLVED that the City selects Piper Sandler & Co, as its financial advisor, and Gilmore & Bell, P.C., as bond counsel, for the Financing. The delivery of the Financing is subject to obtaining a final principal amount, interest rates and documents which are acceptable to the City; and

BE IT FURTHER RESOLVED that the City Administrator, Assistant City Administrator, Deputy City Clerk and other officers and representatives of the City are hereby authorized and directed to take such actions as may be necessary to carry out the offering for sale of the Financing.

PASSED by the City Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**
Meeting Date: January 22, 2024
A/R No.: 2024-31

Department: Administration

Submitted By:

Subject: BOARD/COMMISSION REAPPOINTMENT
A. TREE BOARD

1. REAPPOINT HELENE MILLER TO A TERM EXPIRING 12/15/2026.
2. REAPPOINT NEAL SHOGER TO A TERM EXPIRING 12/15/2026.

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Memoreappt_1_22_2024 Packet



To: City Council Members
From: The Mayor's Office
Subject: Boards and Commissions Appointments
Date: January 22, 2024

We would like to recommend the following individuals for reappointment to the board/commissions listed below:

1. Tree Board

- a. Reappoint Helene Miller to a term expiring 12/15/2026.
- b. Reappoint Neal Shoger to a term expiring 12/15/2026.

City Council Meeting

Regular Session Minutes
November 13, 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 November 13, 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 Harold Phillips, 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
Vicki McClure, Finance Director
Andy Noll, Utilities Director
Jimmy Gibbs, Assistant Parks and Recreation Director
Tom Garland, Assistant Parks and Recreation Director
Erika Brant, Parks and Rec Community Engagement Manager
Jim Martin, Police Chief
John Mills, Fire Chief
Brandon Smith, Economic & Business Dev. Manager
Jeanine Thill, Community Development Manager
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

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

IV. APPROVE MINUTES AND SUMMARIES

A. REGULAR SESSION MINUTES OF AUGUST 28, 2023

Council Member Hagan moved to approve the minutes as distributed. Council Member Ponder seconded the motion, which carried 7-0-1. Council Member Phillips abstained due to absence.

B. PROPERTY TAX LEVY PUBLIC HEARING MINUTES OF SEPTEMBER 11, 2023

Council Member Hagan moved to approve the minutes as distributed. Council Member Pozel seconded the motion, which carried 7-0-1. Council Member Phillips abstained due to absence.

C. REGULAR SESSION MINUTES OF SEPTEMBER 11, 2023

Council Member Watt moved to approve the minutes as distributed. Council Member Pozel seconded the motion, which carried 7-0-1. Council Member Phillips abstained due to absence.

V. CITIZENS' PARTICIPATION

Mayor Canuteson read the Proclamation honoring Greg Duncan, the City of Liberty's recipient of the 2023 Missouri Municipal League West Gate Civic Leadership Award.

Patricia Petty – 155 S. Leonard Street, discussed the speed limit and truck activity on Leonard Street.

Richard Rudd – 901 Sunset Avenue, spoke about working in an inner urban city and how he got to know the people who lived there. Mr. Rudd stated that if one is seriously concerned about the quality of minorities' lives, there are things to avoid like don't keep old wounds open, refighting the wars from the comfort zone of your suburban neighborhoods and attacking the monuments and graves of dead people that can't defend themselves.

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, stated this was his 79th meeting. Mr. Holtzclaw stated he has endured attacks for over three and half years now because he has family buried within ten inches of privately-owned Block 174. Mr. Holtzclaw asked the Council to please stop the revestment lawsuit.

Gieselle Fest – 1407 Lynette Street, Ms. Fest thanked the Council for the opportunity to speak in a public forum and she thanked the Mayor for acknowledging her love for research and history. Ms. Fest stated she attends the Council meetings for the poor man, the basic man. Ms. Fest asks to let the dead rest.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. MOTION TO AUTHORIZE THE PURCHASE OF SPARE PARTS FOR THE CENTRIFUGE FROM FLOTWEGG IN AN AMOUNT NOT TO EXCEED \$63,132.14

Approve the purchase of spare parts (Cost \$11,444.07) to allow Flotwegg to rebuild the rotating assembly (Cost \$51,688.07). This will provide spare parts for centrifuge resiliency and allow for a critical replacement part at a significant savings versus purchasing a new one.

The current centrifuge was rebuilt by Flotwegg on August 14, 2023 using parts approved by a 2022 Council Action. When the new rotating assembly was installed, the existing rotating assembly was removed and sent off for an inspection. After inspection, Flottweg quoted a cost of \$51,688.07 to rebuild the pulled rotating assembly versus \$143,500.00 for a new one. The delay between authorizing the centrifuge rebuild in 2022 and the execution of the rebuild is typical of the long lead time for critical parts of the centrifuge. Having a new rotating assembly onsite and parts needed for a complete rebuild was necessary to minimize interruption of the treatment process while the centrifuge was rebuilt. Staff intends to stock critical replacement parts and rebuild the rotating assembly.

Action: Council Member Phillips moved to approve the purchase. 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

B. MOTION TO AUTHORIZE THE PURCHASE OF A FINE SCREEN FOR MBT 2 FROM EPEC FOR AN AMOUNT NOT TO EXCEED \$141,960.00

This council action is for the purchase of a new fine screen from Epec. This fine screen located at the Wastewater Treatment Plant, removes objects such as rags, paper, plastics and metals to prevent damage and clogging and needs to be ordered for the following reasons: the fine screen has a 28-week lead time, the current in-use fine screen will fail again soon, and MBT 2 cannot be in operation without a fine screen. The plan is to have this new screen on-site to limit MBT 2 downtime.

Current In-Use Fine Screen: The first mechanical failure of the fine screen was on June 8, 2023. Contacted the manufacturer (Ovivo) and was informed that it was no longer supported, which means that new repair parts and service are no longer available. The fine screen was rebuilt by a fabrication shop (JCI) but has diminished functionality due to not being able to fabricate all the needed parts for proper repair. The fabrication shop informed staff that this repair would not last and it was a temporary repair. This repair was necessary to put MBT 2 back in-service.

Functionality: Fine screen is needed to filter out debris for MBT 2. MBT 2 is un-usable without a fine screen because the debris will clog the MBT, causing breakage. MBT breakage would cause significant downtime and is very costly. MBT failure makes it where solids can only be removed by operating the Centrifuge. Stand-alone operation of the Centrifuge has an increased cost on polymer, electricity and equipment maintenance.

Action: Council Member Phillips moved to approve the purchase. 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

C. MOTION TO APPROVE THE PURCHASE OF DUMP TRUCK EQUIPMENT FROM KNAPHEIDE TRUCK EQUIPMENT FOR AN AMOUNT NOT TO EXCEED \$174,222.00

The annual Capital Budget for critical equipment is necessary for the maintenance of the public infrastructure and has allocated funds for the purchase of equipment for the Public Works Department. The purchase of a new dump truck chassis is being purchased separately and the final outfitting of the equipment includes the purchase and installation of Knapheide Equipment. The purchase includes a dump bed, material spreader and a snow plow. In order to standardize the equipment for parts and training of staff, only one bid for the equipment was obtained. Knapheide Equipment is also part of the Source-Well Government Bid Program which allows for a single source purchase.

Action: Council Member Phillips moved to approve the purchase. 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

D. MOTION TO AUTHORIZE THE PURCHASE OF A FREIGHTLINER MODEL 108SD DUMP TRUCK FROM PREMIER TRUCK GROUP FOR AN AMOUNT NOT TO EXCEED \$87,405.00

The annual Capital Improvement Plan has allocated funds for critical equipment for the maintenance of public infrastructure. Public Works has identified a need for a new dump truck ready for snow equipment installation. The procurement was through Sourcewell Contracting, so only one quote is required and it was obtained from Premier Truck Group for a quote of \$87,405.00.

Action: Council Member Phillips moved to approve the purchase. 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

E. BOARDS AND COMMISSION APPOINTMENT

1. PARKS & RECREATION FOUNDATION
 - a. APPOINT REBECCA BIRLINGMAIR TO A TERM EXP. 1/1/2025.

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

F. RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE LAND & WATER CONSERVATION FUND FOR THE DEVELOPMENT OF NEW AMENITIES AT PLACE LIBERTÉ PARK WITHIN THE CITY OF LIBERTY, MISSOURI

In March of 2019, the City of Liberty purchased 10.24 acres of land from the Liberty Public School District adjacent to the existing Place Liberté Park and across the street from Warren Hills Elementary. The Parks Department applied for, and was successful, in securing a Land & Water Conservation Fund (LWCF) Grant to build a baseball field in that space. However, staff were not able to follow through on that plan due to the pandemic.

As a part of the Parks Master Plan from 2022, several goals pertaining to Place Liberté Park were identified. Those included:

- Develop the vacant property between Place Liberté Park and Church Rd.
- Develop a trail connection between Place Liberté Park and Church Rd.
- Replace the paved loop trail in Place Liberté Park.
- Replace the parking lot at Place Liberté Park.
- Replace the basketball hoops and court at Place Liberté Park.
- Install a small picnic shelter at Place Liberté Park.
- Install a porta restroom and enclosure at Place Liberté Park.

In 2023, Park staff were able to resurface the parking lot and loop trail in Place Liberté Park. Staff also added a shelter to the park and installed picnic tables. In 2025, staff plans to replace the basketball hoops and court in the existing park and develop the new property by adding a new parking lot, trail, open field space, hill slide and trail among other amenities.

To accomplish these items and fulfill the goals of the 2022 Master Plan, the Parks & Recreation Department recommends applying for federal funding from the Land & Water Conservation Fund in an amount not to exceed \$500,000.00.

This grant matches up to 50% of the total cost of the project and is a reimbursement grant. The Parks & Rec Department would provide the matching funds of \$250,000.00 to complete the project. The lead time for this grant is long. Applications are due in mid-November of 2023. And if successful, funding would be made available in 2025.

Action: Council Member Phillips moved to approve the resolution. 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

Inscribed in Resolution No. 3358

G. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR THE SOROPTIMIST INTERNATIONAL OF LIBERTY FOR THE FASHION SHOW FUNDRAISER EVENT AT ST. JAMES CATHOLIC CHURCH ON NOVEMBER 18, 2023

The Soroptimist International of Liberty have applied for a temporary liquor license to serve alcohol at an event located at St. James Catholic Church. Because the public will have access to the event, State statute and City ordinance require a license. The license covers the event on November 18, 2023. The necessary certificate of liability insurance and authorization letter has been provided by the applicant.

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

Action: Council Member Phillips moved to approve the resolution. 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

Inscribed in Resolution No. 3359

H. A RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR IMPROVEMENTS AT 16 E FRANKLIN STREET, A COMMERCIAL BUILDING, USING THE 353 TAX ABATEMENT, LIBERTY SQUARE HISTORIC DISTRICT

The owner is planning to take advantage of the City's Chapter 353 tax abatement program for exterior improvements at 16 E Franklin, Liberty Square Historic District. An application for a COA was approved by HDRC at their regular meeting on September 5, 2023 and by LMRC on October 24, 2023.

Action: Council Member Phillips moved to approve the resolution. 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

Inscribed in Resolution No. 3360

VIII. PUBLIC HEARINGS

A. ORDINANCE ADOPTING AND APPROVING THE AMENDED DEVELOPMENT PLAN FOR THE DOWNTOWN AREA REDEVELOPMENT PROJECT (INCLUDING THE THIRTY FOURTH AMENDMENT FOR THE 16 E FRANKLIN PROJECT SUBMITTED BY THE LIBERTY MUNICIPAL

REDEVELOPMENT CORPORATION, REAFFIRMING THE FINDINGS THAT THE PROPERTY WITHIN SAID AMENDED DEVELOPMENT PLAN IS A BLIGHTED AREA IN NEED OF DEVELOPMENT AND REDEVELOPMENT AS DETERMINED IN ORDINANCE NO. 9797 AND ORDINANCE NO. 10820, AUTHORIZING CERTAIN TAX ABATEMENT WITHIN THE REDEVELOPED AREA DESCRIBED WITHIN THE AMENDED DEVELOPMENT PLAN; AUTHORIZING EXECUTION OF A 353 DEVELOPMENT AGREEMENT FOR IMPLEMENTATION OF THE 16 E. FRANKLIN ST REDEVELOPMENT PROJECT; AND PROVIDING FOR EXPIRATION OF DEVELOPMENT RIGHTS

The 16 E Franklin Project is located within the Liberty Square Historic District. The Thirty-Fourth Amended Redevelopment Plan outlines the 16 E Franklin project and consists of new awnings, cracked lintel replacement, roof, sidewalk replacement, and stucco repair. Interior improvements include stucco repair, bathroom updates, carpeting and window repair. The total cost of the project is estimated to be \$129,068. The improvements meet the guidelines that 50% of the improvement cost eligible for abatement is exterior, as required.

Taxes paid with no project - \$14,196.00

Actual taxes paid with the 353 - \$1,238.00

Benefit of the 353 to the project - \$14,940.00

Taxing district impact - \$12,958.00

Taxes paid including the improvements without the 353 - \$16,178.00

Mayor Canuteson opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the ordinance. Brandon Smith, Economic and Business Development Manager was available for questions. Seeing no one wishing to speak, the Mayor closed the Public Hearing.

Document No. 9665 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 Graham 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. 11831.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD OF OCTOBER 13, 2023 TO NOVEMBER 3, 2023

Document No. 9666 was read.

Action: Council Member Phillips 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. 11832.

B. ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH CLAY COUNTY SENIOR SERVICES TO PROVIDE GRANT FUNDING FOR REIMBURSEMENT OF SENIOR MEMBERSHIPS TO THE LIBERTY COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED \$60,000.00

Beginning in 2008, the Parks and Recreation Department began receiving \$8,000.00 in grant funding for the Liberty Community Center physical activity classes. The City continued to apply for and receive \$8,000.00 grants annually through 2013. Amounts provided in subsequent years were increased:

- In 2014, the grant funding was raised to \$31,600.00 and facility memberships were added to encourage more physical activity in senior adults.
- In 2015, the allocation to the Liberty Community Center was increased to \$36,000.00.
- In 2016, the allocation was increased to \$48,000.00.
- In 2017, \$96,000.00 was requested with \$60,000.00 approved. At that time, information from the Clay County Senior Services board indicated funding in the future was anticipated to remain at \$60,000.00.
- In 2018, \$60,000.00 requested; \$60,000.00 granted.
- In 2019, \$60,000.00 requested; \$54,000.00 granted.
- In 2020, \$60,000.00 requested; \$48,600.00 granted.
- In 2021, \$60,000.00 requested; \$57,600.00 granted.
- In 2022, \$60,000.00 requested; \$60,000.00 granted.
- In 2023, \$60,000.00 requested; \$60,000.00 granted.
- In 2024, \$60,000.00 requested; \$60,000.00 granted.

In 2024, the Liberty Community Center senior annual (paid in full) rates will be \$350 and the monthly (bank draft) rate will be \$32.50/month. With the CCSS grant funding applied, the senior annual (paid in full) rate will be \$230/year and the senior monthly (bank draft) rate will be \$22.50/month. All group exercise classes are included.

Document No. 9667 was read.

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

Vote: Motion passed unanimously.

Action: Council Member Phillips moved to approve the ordinance. Council Member Travis 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. 11833.

C. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH BRADY INDUSTRIES FOR 2024 CITY-WIDE PURCHASE AND DELIVERY OF CUSTODIAL SUPPLIES IN AN AMOUNT NOT TO EXCEED \$53,000.00

The City of Liberty utilizes an independent contractor for purchase and delivery of custodial supplies. A “basket of goods” analysis was used to develop the bid document which included all supplies purchased by facility departments over the course of one year where the total annual cost exceeded \$500. Twenty products met the criteria. Bids were sent to seven vendors. Two vendors declined, one vendor did not qualify as they submitted a proposal for trash can liners only and four vendors responded to the bid. The following bids were received:

2023 Bids

Brady Industries, NKC, Missouri.....	\$49,552.77
Buckeye International, Riverside, Missouri.....	\$45,342.65
Tri-Lateral Sales, Kansas City, Missouri.....	\$53,325.16
Central Poly Bag Corp, Linden, New Jersey.....	\$8,247.00
Pyramid School Products.....	No Bid
Veritiv Corp.....	No Bid

Buckeye International and Brady Industries (current vendor) offered comparable proposals based on the “basket of goods” cost analysis. Because Buckeye International bid for alternate products than what were listed in the RFP, additional comparisons for each product were required. After a detailed analysis was used to compare the amount of product per case from each vendor, it was determined that Brady Industries submitted the lowest priced proposal.

Brady Industries, NKC, Missouri	\$51,658.41
Buckeye International, Riverside, Missouri	\$67,854.09

Brady Industries provided custodial supplies for the City of Liberty in 2020, 2021, 2022 and 2023 with satisfactory results. Brady shared information noting a 3% market increase for many products, including paper goods and can liners. Adjustments were

made to pricing for 2024. Using the same quantities and products from the 2023 bid for comparison, we can anticipate less than a \$1,500 increase overall. Pricing remains significantly lower than pricing received from Buckeye International during the initial bid process in 2022. Staff recommends engaging in year two (2024) of a potential three, one-year agreement with Brady Industries.

Document No. 9668 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 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. 11834.

D. ORDINANCE APPROVING A CONTRACT WITH CLAY COUNTY SENIOR SERVICES GRANT FUNDING FOR OPERATIONAL EXPENSES PERTAINING TO LIBERTY ACCESS TRANSPORTATION, MEALS ON WHEELS AND LIBERTY SILVER CENTER IN THE AMOUNT OF \$173,000.00

Since 2010, the City of Liberty has been awarded operating contracts from Clay County Senior Services to support senior services including transportation services and senior center administration.

In 2023, staff applied for \$204,799.00 in grant funding for the Liberty Access bus service as well as \$119,699.00 in grant funding for the Liberty Silver Center for a total of \$324,498.00.

The grant is reimbursed quarterly upon receipt of required documentation submitted by Liberty Parks and Recreation Department staff and approval by the Executive Director of Clay County Senior Services per the funding agreement attached.

Document No. 9669 was read.

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

Vote: Motion passed unanimously.

Action: Council Member 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. 11835.

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

The meeting adjourned at 7:51 p.m.

Attest:

Mayor

Deputy City Clerk

City Council Meeting

Regular Session Minutes
November 27, 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 November 27, 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 Gentrup, 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
Andy Noll, Utilities Director
BJ Staab, Parks and Recreation Director
Jim Martin, Police 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: 5 members of the public

IV. APPROVE MINUTES AND SUMMARIES

V. CITIZENS' PARTICIPATION

Gieselle Fest – 1407 Lynette Street, Ms. Fest thanked the Council for the opportunity to speak about Block 174. Ms. Fest stated when this all got started, there were a few people that didn't believe there was anyone buried in Block 174. Ms. Fest stated there are poor Clay County Veterans and three wives buried there. Ms. Fest said there are no Generals and no decision makers buried there just poor Veterans. Ms. Fest stated she attends these meetings for the Veterans and the property.

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, stated he is here to talk about Block 174. Mr. Holtzclaw has family buried within ten inches of the grave marker. Mr. Holtzclaw stated this is the 80th City Council meeting that he has attended. Mr. Holtzclaw asked the Council to please stop the revestment lawsuit.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

VIII. PUBLIC HEARINGS

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD OF NOVEMBER 3, 2023 TO NOVEMBER 17, 2023

Document No. 9670 was read.

Action: Council Member Hagan moved to approve the vendor payments. Council Member Phillips 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. 11836.

B. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH KITCH'S LAWN CARE FOR 2024 MOWING SERVICES AT FAIRVIEW, NEW HOPE AND MOUNT MEMORIAL CEMETERIES IN AN AMOUNT NOT TO EXCEED \$56,000.00

The City of Liberty annually enters into an agreement with a lawn care company for professional mowing services for Fairview, New Hope and Mount Memorial Cemeteries. The services provided include mowing and trimming. The FY2024 cemetery budget includes adequate funding for these services.

Staff recommends renewing Kitch's Lawn care's contract for Cemetery Mowing in 2024.

Given the weather-related variability of service needs year-to-year, the contract guarantees a minimum of 22 mows and all other services will be requested by staff as the budget allows.

Document No. 9671 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 Gentrup 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. 11837.

C. ORDINANCE APPROVING A CONTRACT WITH FLOCK SAFETY FOR THE INSTALLATION, MAINTENANCE, AND ACCESS OF DATA FOR SAFETY CAMERAS IN AN AMOUNT NOT TO EXCEED \$35,000.00

Over the last couple of years, the police department has seen a noticeable increase in shoplifting and organized retail theft at our local shopping centers. We typically get a vague suspect and vehicle description. Due to corporate policies of large retailers, the employees are unable to go out into the parking lot in an attempt to obtain a license plate off of the suspect's vehicle. This leaves us with little investigative leads to follow up on.

During the months of January through October 2022, staff responded to 76 reports of theft, vandalism, motor vehicle thefts, fraud and robberies in just one shopping center, resulting in over \$70,000.00 in losses for those businesses. In November 2022, the Police Department started a high visibility and proactive approach, targeting the shopping centers along Kansas Street between I-35 and Highway 291 and on Highway 291 between Stewart Road and Orchard Avenue. Overtime for one to three officers a day was utilized to saturate the area and aggressively look for and arrest shoplifters. The operation resulted in 21 people being arrested or detained for criminal activity. Officers also checked on 67 suspicious vehicles. Retail theft in that area dropped dramatically during November and December. The store managers and customers made comments to the officers about how they felt safer in Liberty with the extra officers working in the shopping centers.

Due to staff and budgets, it was not feasible for the department to continue this operation on a year-round basis. As a department, staff began looking at different technology that could help identify suspects and combat the issues being experienced. Staff then examined the Flock Safety, which is a nationwide camera database that captures pictures of every motor vehicle which passes by it.

The Flock Safety camera works like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe or plate details. Flock Safety delivers this detail through AI and Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means Flock Safety can also detect vehicles with no plates, temporary plates, dirty/covered plates and even get accurate state detection.

By placing Flock Safety cameras around the entrances to shopping centers, staff can then go back and look for suspect vehicle descriptions through the database when making a criminal report. This system allows staff to enter suspect license plates and it will alert staff when they pass a camera in Liberty. Officers can then be immediately sent to that area in an effort to either deter or arrest the suspects if they commit

another crime. It will also alert staff when a stolen vehicle passes by, potentially assisting in its recovery for the owner.

Staff plans on placing nine Flock Safety cameras around the Liberty Commons Shopping Center and all entrances to the Liberty Triangle. A tenth camera will be placed at an intersection near another problem location in town.

All the cameras are installed, maintained and owned by Flock Safety. They are placed on poles provided by Flock Safety, or on already existing poles in the area. Flock Safety then grants the City access to their nationwide system of cameras.

Gladstone Police, Kearney Police, Excelsior Springs Police, and the Clay County Sheriff's Department all currently have the Flock Safety camera system in their jurisdictions. By working together, the departments will hopefully be able to reduce criminal activity in Clay County.

The City will have 45 days after the installation of the first camera to terminate the contract without any cost to the City. The money for this contract will be paid out of the 2024 Police Capital Equipment budget.

Document No. 9672 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 Graham moved to approve the ordinance. Council Member Pozel seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11838.

D. ORDINANCE APPROVING A SANITARY SEWER EXTENSION AND COST REIMBURSEMENT AGREEMENT WITH PROMINENCE HOLDINGS, LLC FOR THE CONSTRUCTION OF A GRAVITY SANITARY SEWER INTERCEPTOR IN AN AMOUNT NOT TO EXCEED \$2,500,000.00

Prominence Holdings, LLC desires to develop property generally located at the northeast corner of the intersection of South Liberty Parkway and Plummer Road. The developer has rezoned the property and submitted and received approval of a preliminary development plan that intends to develop the property as multi-family and commercial lots. The development requires the developer to extend gravity sanitary sewer to the development site. The closest downstream sanitary sewer is located to the east of Withers Road and south of South Liberty Parkway and requires the construction of approximately 4,500 linear feet of sanitary sewer.

The construction of the sanitary sewer will provide gravity sanitary sewer to several properties along South Liberty Parkway and is the last significant public improvement necessary to facilitate development between Plummer Road and Withers Road. The developer has acquired and recorded the necessary public easements for the construction and maintenance of the sanitary sewer; the acquisition of easements by the City for public improvements has been a long and sometimes costly process. The cost reimbursement agreement sets a limit for reimbursement for the design and construction of the gravity sanitary sewer at \$2,500,00.00 and the agreement establishes milestones where the developer will be able to receive partial reimbursements. The final milestone of the development agreement reserves \$500,000.00 of payment until the project is complete and the City Council has accepted that the construction is complete according to the approved plans and specifications. The amount is well above normal and accepted contracting requirements to ensure that the developer will strive to complete the project in a timely manner and not leave any small items lingering for project completion.

The funding for the project will be provided by the Sanitary Sewer Fund in the amount of \$2,500,000.00 and the Economic Development Sales Tax will reimburse the Sanitary Sewer Fund \$1,000,000.00 once the construction of the sanitary sewer is complete. This was reviewed and approved by the Economic Development Sales Tax Committee on March 23, 2023.

Utilities staff believes this reimbursement is a timely and cost-effective way to complete a necessary public improvement that will support proposed and future development along South Liberty Parkway and recommends approval of the supporting ordinance.

Document No. 9673 was read.

Action: Council Member Phillips 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 Travis 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. 11839.

- E. ORDINANCE APPROVING A ONE-MONTH KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) CONTRACT FOR IRIS (ZTRIP) FLEX TRANSPORTATION SERVICE PILOT PROGRAM WITHIN THE CITY OF LIBERTY, EFFECTIVE DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023 IN AN AMOUNT NOT TO EXCEED \$14,000.00

The IRIS service is an on-demand transportation solution with a service from 6 a.m. to 10 p.m. seven days a week. The service includes para-transit services. The contract is for a one-month extension of the IRIS (zTrip) pilot program effective December 1, 2023 through December 31, 2023, for \$14,000.00. During the one-month pilot program extension, trips within the boundaries of the City of Liberty will have a fare of \$3.00. The entire City of Liberty will be included within the program during the additional one-month trial period. Trips leaving or coming from borders outside of Liberty will follow the IRIS pricing structure within Kansas City, MO. The KCATA will retain all fare revenues.

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

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

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

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

Brandon Smith, Economic and Business Development Manager was available for questions.

Document No. 9674 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 Travis 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. 11840.

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 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 regulations amendments pertaining to this action are summarized as follows:

Prohibit parking on the north side of E. Pine Street from S. Missouri Street to S. Main Street.

Document No. 9675 was read.

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

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member 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. 11841.

Mayor Canuteson then turned the meeting over to Council Member Kevin Graham.

G. RESOLUTION ACCEPTING 7 N. WATER STREET FROM 7 N. WATER STREET, LLC

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

The building is owned by 7 N Water LLC. Greg Canuteson, who is president of 7 N Water LLC, wants to help the City and downtown move towards initiating the renewal and revitalization of this blighted corner.

The legal description of the property is: All interest in the South Half of the South Half of Lots numbered on the plat of the Original Town (now City) of Liberty, 110 and 111, also part of Lot numbered on the plat of said Original Town (now City) of Liberty, 122, thus bounded to wit: Beginning at a point on Water Street at the northwest corner of said Lot No. 122; thence by Sough about two feet to the exact center of a brick partition wall between the building formerly owned by Simpson McGoughey, and later owned by Carl Pitts and his wife, and the building former owned by Louise Miller; thence East sixty feet in the center of said wall; thence about North about two feet to the North line of said Lot No. 122. Thence, due West sixty feet to the point of beginning, being a strip six feet long, by about two feet wide of said Lot No. 122, also the North Half of the brick wall standing on that part of said Lot No. 122 thus bounded, to-wit. Beginning at a point on the north line of said Lot No. 122 which is sixty feet east of the northwest corner of said Lot No. 122; thence east in said line thirty feet to the east end of said brick wall; thence south to the southeast corner of said wall; thence West with said South line of said wall to a point opposite to the point of beginning; thence North to the point of beginning; all of the above described property being the same property purchased by Charles H. Sevier and Robert E. Sevier from Louise Miller as described in the Deed recorded Book 148 at Page 18 of the records in the Office of the Recorder of Deeds for Clay County, Missouri.

Acceptance of the acquisition of the building located at 7 N. Water Street for \$1.00 from 7 N Water, LLC, would be the first step in moving towards reclaiming and redeveloping this corner of Liberty's historic square.

Action: Council Member Watt moved to approve the resolution. 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

Inscribed in Resolution No. 3361.

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

The meeting adjourned at 7:27 p.m.

Attest:

Mayor

Deputy City Clerk

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF January 5, 2024 TO January 12, 2024

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	\$ 929,689.34
DOWNTOWN 353	14	\$ 60.00
CAPTIAL SALES TAX FUND	50	\$ 246.33
PARK SALES TAX FUND	54	\$ 14,275.00
ECO/DEVO SALES TAX FUND	56	\$ 9,636.87
PARKS FUND	60	\$ 7,674.88
SPORTS COMPLEX FUND	61	\$ 1,571.82
COMMUNITY CENTER FUND	65	\$ 48,251.45
TRANSIENT GUEST TAX FUND	67	\$ 1,619.34
CEMETERY MAINTENANCE FUND	73	\$ 199.45
WATER OPERATING FUND	90	\$ 8,626.78
WASTEWATER OPERATING FUND	92	\$ 25,586.76
WATER CAPITAL FUND	94	\$ 17,293.82
WASTEWATER CAPITAL FUND	96	\$ 2,123.75
SOLID WASTE FUND	98	\$ 515.40
PAYROLL CHECKS & BENEFITS	1/12/2024	\$ 1,581,262.07
TOTAL APPROPRIATIONS		<u><u>\$ 2,648,633.06</u></u>

PASSED by the Council this 22nd day of January, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 22nd day of January, 2024.

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

JANUARY 12th CHECKS

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
AGC ENGINEERS INC 000726									
184532	01/12/24	ENG SERVICES-SCHRADERSWR	2,123.75		045098 04-2023-05			P - W ENGINEERING DESI	96.70.902.36.7501
ALL COPY PRODUCTS, INC. 000492									
184533	01/12/24	POSTAGE MTR LEASE	650.00		045143 AR4210988			P - W POSTAGE	10.95.140.38.5808
184533	01/12/24	PKS POSTAGE MTR LEASE	229.63		045144 35621268			P - W OFFICE EQUIPMENT	60.60.415.14.5551
			879.63		*CHECK TOTAL				
		VENDOR TOTAL	879.63						
ALTERATIONS & CUSTOM SEW 005482									
184534	01/12/24	POL UNIFORMS	57.99		045177 4327			P N W MISCELLANEOUS FE	10.40.501.08.5399
184534	01/12/24	POL UNIFORMS	57.99		045178 4329			P N W MISCELLANEOUS FE	10.40.501.08.5399
184534	01/12/24	POL UNIFORMS	57.99		045179 4326			P N W MISCELLANEOUS FE	10.40.501.08.5399
184534	01/12/24	POL UNIFORMS	57.99		045180 4328			P N W MISCELLANEOUS FE	10.40.501.08.5399
184534	01/12/24	POL UNIFORMS	69.99		045181 4341			P N W MISCELLANEOUS FE	10.40.501.08.5399
184534	01/12/24	POL UNIFORMS	69.99		045182 4330			P N W MISCELLANEOUS FE	10.40.501.08.5399
184534	01/12/24	POL UNIFORMS	69.99		045183 4331			P N W MISCELLANEOUS FE	10.40.501.08.5399
184534	01/12/24	POL UNIFORMS	19.00		045184 4395			P N W CLOTHING EXPENSE	10.40.500.38.5812
184534	01/12/24	POL UNIFORMS	124.99		045185 4316			P N W CLOTHING EXPENSE	10.40.500.38.5812
184534	01/12/24	POL UNIFORMS	139.98		045186 4296			P N W CLOTHING EXPENSE	10.40.500.38.5812
184534	01/12/24	POL UNIFORMS	471.56		045187 4230			P N W CLOTHING EXPENSE	10.40.500.38.5812
184534	01/12/24	POL UNIFORMS	80.49		045188 4288			P N W CLOTHING EXPENSE	10.40.500.38.5812
184534	01/12/24	POL UNIFORMS	221.78		045189 4245			P N W CLOTHING EXPENSE	10.40.500.38.5812
184534	01/12/24	POL UNIFORMS	611.34		045190 4356			P N W CLOTHING EXPENSE	10.40.500.38.5812
			2,111.07		*CHECK TOTAL				
		VENDOR TOTAL	2,111.07						
AMERICAN DIGITAL SECURIT 004908									
184535	01/12/24	CCTR ALARM MONTITOR	540.00		045145 INV0023593			P - W BUILDING MAINTEN	65.60.491.14.5571
BARR/CHRISTINE .14757									
184536	01/12/24	CCTR REFUND MEMBERSHIP	49.75		045099 2011315			P - W REFUNDS PAYABLE	65.2265
BOARD OF POLICE COMMISSI 000142									
184537	01/12/24	POL FEES	7.83		045191 11171			P - W MISCELLANEOUS FE	10.40.500.08.5399
BOUND TREE MEDICAL LLC 002300									
184538	01/12/24	FIRE EMS SUPPLIES	851.61		045146 85202662			P - W MEDICAL SUPPLIES	10.50.311.04.5003
BRADY INDUSTRIES OF KANS 000081									
184539	01/12/24	2023 CUSTODIAL SUPPLIES	667.69		045192 8537278		230009	F N W MAINTENANCE MATE	10.95.140.04.5009
CENTRAL JACKSON CO FPD 008355									
184540	01/12/24	FIRE CPR CARDS	1,400.00		045100 TC24-003			P - W CPR TRAINING SUP	10.50.315.04.5025
184540	01/12/24	FIRE CJCFPD CONTRACT	3,000.00		045193 TC24-025		230012	F - W TRAINING COSTS	10.50.315.06.5259
			4,400.00		*CHECK TOTAL				
		VENDOR TOTAL	4,400.00						
CHERRYROAD MEDIA INC 000728									
184541	01/12/24	PWK HOLIDAY ADS	257.70		045101 1643470			P - W MISCELLANEOUS FE	98.70.227.08.5399

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CHERRYROAD MEDIA INC 000728		184541	01/12/24	PWK HOLIDAY ADS	257.70	045102	643500		P - W	MISCELLANEOUS FE	98.70.227.08.5399
					515.40	*CHECK	TOTAL				
VENDOR TOTAL					515.40						
CINTAS FIRST AID & SAFET 004991		184542	01/12/24	1ST AID SUPPLIES	311.35	045147	5191634734		P - W	MAINTENANCE MATE	10.95.140.04.5009
CLAY CO COLLECTOR 006360		184543	01/12/24	LIB LOGISTICS PILOT PMT	565.00	045104	PHASE 1 PILOT		P - W	A/R REIMBURSEABL	90.1405
		184543	01/12/24	HEARTLAND LOGISTICS A	131,252.00	045105	PILOT PMT		P - W	A/R REIMBURSEABL	10.1405
		184543	01/12/24	NP BROADACRES BLDG 4	496,320.00	045106	PILOT PMT		P - W	A/R REIMBURSEABL	10.1405
					628,137.00	*CHECK	TOTAL				
VENDOR TOTAL					628,137.00						
CLAY CO RECORDER 001059		184544	01/12/24	RECORDING FEES	60.00	045107	20230025223		P - W	TIF REIMBURSABLE	14.20.631.08.5365
CLAY COUNTY CIRCUIT COUR 003459		184545	01/12/24	RECIPROCAL BOND	300.00	045103	23CYCR01198		P - W	RECIPROCAL CASH	10.2441
CLAYTON PAPER & DISTRIBU 005670		184546	01/12/24	PAPER	190.75	045148	200429		P - W	GENERAL SUPPLIES	65.60.491.04.5001
		184546	01/12/24	PAPER	91.90	045148	200429		P - W	GENERAL SUPPLIES	10.60.481.04.5001
					282.65	*CHECK	TOTAL				
VENDOR TOTAL					282.65						
COMMERCIAL AQUATIC SERVI 007993		184547	01/12/24	CCTR SPA REPAIRS	290.00	045108	48446-1		P - W	BUILDING MAINTEN	65.60.491.14.5571
CORE & MAIN LP 008799		184548	01/12/24	WTR ROUTE H IMPROVEMENTS	16,167.12	045194	U141859	230138	P - W	CONST CNTRCT-CLA	94.70.801.36.7510
CULLUM & BROWN OF KANSAS 005144		184549	01/12/24	WWT REPL CHECK VALVE	2,807.55	045109	3036485		P - W	WWTR PLANT MAINT	92.70.902.14.5534
CUNNINGHAM, VOGEL & ROST 008654		184550	01/12/24	LEGAL FEES	1,785.50	045110	68748		P N W	LEGAL FEES	10.20.021.08.5311
DOWNEY CONSTRUCTION, INC 006607		184551	01/12/24	PRKS CONCRETE WORK	14,275.00	045149	23-097	230151	F - W	MAINT-TRAILS & R	54.60.420.14.5575
ELLIS & ASSOC. INC. 005355		184552	01/12/24	CCTR RENEWAL LICENSES	135.00	045111	20118047		P - W	LIFEGUARD TRAINI	65.60.417.08.8127
		184552	01/12/24	CCTR LICENSES	135.00	045150	20118148		P - W	LIFEGUARD TRAINI	65.60.417.08.8127
					270.00	*CHECK	TOTAL				
VENDOR TOTAL					270.00						
ENSZ & JESTER PC 004522		184553	01/12/24	EMP ATTY SERVICES	1,172.50	045112	12/1/23		P N W	MISCELLANEOUS FE	10.25.011.08.5399

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
FLUID EQUIPMENT CO INC 008060		184554	01/12/24	WWT CHANGE ORDER	9,082.86	045113	5580830		P - W	LIFT STATION MAI	92.70.902.14.5525
FOLLOWWILL/CAROLE .14759		184555	01/12/24	CCTR REFUND MEMBERSHIP	155.00	045114	2015434		P - W	REFUNDS PAYABLE	65.2265
HAPPY TIMES T SHIRT COMP 007080		184556	01/12/24	POL SWAT SHIRTS	74.50	045195	055550		P N W	SWAT TEAM SUPPLI	10.40.501.04.5050
HELGET GAS PRODUCTS 006305		184557	01/12/24	FIRE OXYGEN	21.98	045115	0002109107		P - W	CHEMICALS	10.50.311.04.5010
		184557	01/12/24	FIRE OXYGEN	28.45	045116	0002717505		P - W	CHEMICALS	10.50.311.04.5010
		184557	01/12/24	FIRE OXYGEN	21.98	045117	0002122096		P - W	CHEMICALS	10.50.311.04.5010
		184557	01/12/24	FIRE OXYGEN	19.95	045118	0002731157		P - W	CHEMICALS	10.50.311.04.5010
				VENDOR TOTAL	92.36	*CHECK TOTAL					
					92.36						
HY-VEE FOOD 006115		184558	01/12/24	CEM FLOWERS	105.00	045196	XMAS FLOWERS		P - W	MISCELLANEOUS SU	73.70.226.04.5099
INSIGHT PUB SAFETY & FOR 000096		184559	01/12/24	POL NEW HIRE EVAL	2,750.00	045197	1683		P - W	TESTING FEES	10.40.500.08.5336
INTERSTATE BATTERIES 005016		184560	01/12/24	POL BATTERIES	47.44	045151	1904399014636		P - W	GENERAL SUPPLIES	10.40.500.04.5001
J E DUNN CONSTRUCTION 005678		184561	01/12/24	CITY HALL ATRIUM	236,404.00	045198	22028300012	220147	P - W	CAPITAL EQUIPMEN	10.95.140.36.7201
		184561	01/12/24	RETAINAGE	11,820.00	CR 045199	22028300012		P - W	RETAINAGE PAYABL	10.2115
				VENDOR TOTAL	224,584.00	*CHECK TOTAL					
					224,584.00						
JACKSON COUNTY CIRCUIT C 006155		184562	01/12/24	RECIPROCAL BOND	50.00	045119	23INFTA4680		P - W	RECIPROCAL CASH	10.2441
JOSTLE CORPORATION 000599		184563	01/12/24	JOSTLE MAINT	16,443.91	045152	IN10657		P - W	OTHER PREPAYMENT	10.1810
		184563	01/12/24	JOSTLE MAINT	1,370.33	045152	IN10657		P - W	OTHER PREPAYMENT	10.1810
				VENDOR TOTAL	17,814.24	*CHECK TOTAL					
					17,814.24						
K C CRIME COMMISSION 007959		184564	01/12/24	POL TIPS HOTLINE	3,000.00	045153	2024		P - W	METRO DRUG SQUAD	10.40.502.38.5802
K C MO WATER SERVICES 003552		184565	01/12/24	WWT SERVICE	1,721.95	045120	527657-320655		P - W	SEWAGE TREATMENT	92.70.902.08.5394
KANSAS CITY INDUSTRIAL C 005391		184566	01/12/24	WWT DIGESTER RPRS	266.00	045121	23-588		P - W	WWTR PLANT MAINT	92.70.902.14.5534

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
KANSAS CITY INDUSTRIAL C 005391		184566	01/12/24	WWT BLOWER AUTO TIMERS	1,179.46	045122	23-394		P - W	WWTR PLANT MAINT	92.70.902.14.5534
					1,445.46	*CHECK TOTAL					
				VENDOR TOTAL	1,445.46						
KC REGIONAL DESTINATION 006681		184567	01/12/24	KCRDA MEMBERSHIP	500.00	045154	32		P - W	CONTRIBUTIONS TO	67.20.061.38.5807
KONE ELEVATOR INC 001743		184568	01/12/24	CCTR SERVICE CONTRACT	748.35	045155	871247317		P - W	BUILDING MAINTEN	65.60.491.14.5571
L-L TOWING CO 002879		184569	01/12/24	#106 TOW	84.00	045123	86653		P N W	VEHICLE MAINTENA	10.80.153.14.5541
LIBERTY AGGREGATES LLC 004693		184570	01/12/24	ROCK-H HWY PROJECT	1,126.70	045124	25096		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
METROPOLITAN CONCRETE 005651		184571	01/12/24	ST DUMP FEE	165.00	045125	21728		P N W	CONTRACT LABOR	10.70.225.08.5397
MIDWEST DIESEL PERFORMAN 000533		184572	01/12/24	CATERPILLAR RPRS	1,264.09	045126	1940		P N W	MISC EQUIPMENT M	90.70.801.14.5559
		184572	01/12/24	CATERPILLAR RPRS	1,264.10	045126	1940		P N W	MISC EQUIPMENT M	92.70.901.14.5559
					2,528.19	*CHECK TOTAL					
				VENDOR TOTAL	2,528.19						
MO MUNICIPAL LEAGUE 000293		184573	01/12/24	MML MEMBERSHIP DUES	4,648.38	045157	10510500		P - W	MEMBERSHIP DUES	10.10.101.38.5811
MO ONE CALL SYSTEM INC 004393		184574	01/12/24	UTIL LOCATES	300.38	045127	3120218		P - W	MISSOURI ONE CAL	90.70.801.08.5305
		184574	01/12/24	UTIL LOCATES	300.37	045127	3120218		P - W	MISSOURI ONE CAL	92.70.901.08.5305
					600.75	*CHECK TOTAL					
				VENDOR TOTAL	600.75						
MO STATE HIGHWAY PATROL 001184		184575	01/12/24	POL CRASH RECON CLASS	450.00	045158	1003801		P - W	REGISTRATION FEE	10.40.500.06.5251
MO WATER & WASTEWATER CO 005708		184576	01/12/24	WWT TRAINING CLASSES	300.00	045159	89323		P - W	TRAINING COSTS	92.70.902.06.5259
MOTOROLA INC 002018		184577	01/12/24	POL LIBRARY STORAGE	1,269.42	045200	1411053974		P - W	MISC EQUIPMENT M	10.40.512.14.5559
MURPHY TRACTOR & EQUIPME 006174		184578	01/12/24	PKS HYDR OIL COOLER	6,082.18	045128	2158512		P - W	MISC EQUIPMENT M	60.60.420.14.5559
MYRICK MECHANICAL 000669		184579	01/12/24	2023 HVAC MAINT & REPAIR	1,019.00	045160	1731	230093	P - W	BUILDING MAINTEN	10.95.140.14.5571

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
MYRICK MECHANICAL 000669									
184579	01/12/24	PW GAS LINE REPLACEMENT	10,600.00		045161 1735			230168 P - W BUILDING MAINTEN	10.70.225.14.5571
184579	01/12/24	2023 HVAC MAINT & REPAIR	1,104.78		045202 1734			230093 P - W BUILDING MAINTEN	10.95.140.14.5571
184579	01/12/24	PKS TWO HVAC UNITS	38,895.00		045219 1701			240002 F - W BUILDING MAINTEN	65.60.491.14.5571
			51,618.78		*CHECK TOTAL				
		VENDOR TOTAL	51,618.78						
NORTHLAND READY-MIX INC 000357									
184580	01/12/24	CONCRETE	505.50		045129 193226			P - W MAINS & LINES MA	90.70.801.14.5532
184580	01/12/24	DISCOUNT	10.11	CR	045129 193226			P - W MAINS & LINES MA	90.70.801.14.5532
			495.39		*CHECK TOTAL				
		VENDOR TOTAL	495.39						
OUTDOOR RESTROOMS LLC 003763									
184581	01/12/24	PKS PORT A POTS	180.00		045162 773556			P - W RECREATION SUPPL	61.60.458.04.5004
184581	01/12/24	PKS PORT A POTS	330.00		045163 773557			P - W RECREATION SUPPL	61.60.458.04.5004
			510.00		*CHECK TOTAL				
		VENDOR TOTAL	510.00						
PACE ANALYTICAL SERVICES 005664									
184582	01/12/24	WWT IPP LAB SERVICES	514.60		045130 2360198510			P - W PRETREATMENT PRO	92.70.902.08.5388
184582	01/12/24	WWTP LAB SERVICES	766.20		045204 2360198544	230015	P - W LAB FEES		92.70.902.08.5365
184582	01/12/24	WWTP LAB SERVICES	956.00		045206 2460198826	230015	P - W LAB FEES		92.70.902.08.5365
184582	01/12/24	WWTP LAB SERVICES	578.20		045207 2460198930	230015	P - W LAB FEES		92.70.902.08.5365
			2,815.00		*CHECK TOTAL				
		VENDOR TOTAL	2,815.00						
PETTY CASH/LIBERTY COMM 003524									
184583	01/12/24	AGING FOOD HANDLER CLASS	25.00		045164 PETTY CASH			P - W REGISTRATION FEE	10.60.483.06.5251
184583	01/12/24	CCTR OFFICE SUPPLIES	32.95		045164 PETTY CASH			P - W GENERAL SUPPLIES	65.60.491.04.5001
184583	01/12/24	CCTR SILVER TRAINING	66.00		045164 PETTY CASH			P - W RSVP GRANT	65.60.491.04.5064
184583	01/12/24	PKS MILEAGE	50.70		045164 PETTY CASH			P - W MISCELLANEOUS EX	61.60.458.38.5989
184583	01/12/24	PKS MILEAGE	148.20		045164 PETTY CASH			P - W MISCELLANEOUS EX	61.60.458.38.5989
184583	01/12/24	PKS MILEAGE	102.18		045164 PETTY CASH			P - W TRAINING TRAVEL	60.60.415.06.5210
184583	01/12/24	CCTR REIMB LCCT	40.00		045164 PETTY CASH			P - W MISCELLANEOUS OT	65.70.3791
184583	01/12/24	AGING NPA MEMBERSHIP	50.00		045164 PETTY CASH			P - W MEMBERSHIP DUES	10.60.481.38.5811
184583	01/12/24	AGING NCSC MEMBERSHIP	20.00		045164 PETTY CASH			P - W MEMBERSHIP DUES	10.60.481.38.5811
			535.03		*CHECK TOTAL				
		VENDOR TOTAL	535.03						
PRINTING UNLIMITED 004763									
184584	01/12/24	UTIL BILL INSERT	655.60		045165 70290			P - W PRINTING	10.20.031.04.5120
184584	01/12/24	POL STAMP	65.00		045166 70292			P - W OUTSIDE PRINTING	10.40.500.04.5120
			720.60		*CHECK TOTAL				
		VENDOR TOTAL	720.60						
PSYCHLOGIC 000683									
184585	01/12/24	POL NEW HIRE TESTING	600.00		045208 1458			P N W TESTING FEES	10.40.500.08.5336

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
PUBLIC WATER DIST #5 002759											
	184586	01/12/24	WTR	SERVICE	117.40	045131	0215		P -	W WATER PURCHASES-	90.70.802.08.5390
	184586	01/12/24	WTR	SERVICE	40.00	045132	0369		P -	W LIFT STATION MAI	92.70.902.14.5525
					157.40	*CHECK TOTAL					
				VENDOR TOTAL	157.40						
REJIS COMMISSION 006030											
	184587	01/12/24	MOBILE	TICKET INTERFACE	135.00	045133	521492		P -	W MISCELLANEOUS FE	10.20.131.08.5399
	184587	01/12/24	POL	SUBSCRIPTION FEE	32.55	045134	521684		P -	W MISCELLANEOUS FE	10.20.131.08.5399
					167.55	*CHECK TOTAL					
				VENDOR TOTAL	167.55						
RICOH USA, INC 000314											
	184588	01/12/24	POL	COPIER LEASE	153.81	045167	38788514		P -	W COPIER LEASE & U	10.40.512.04.5110
	184588	01/12/24	POL	COPIER LEASE	105.53	045168	38788621		P -	W COPIER LEASE & U	10.20.131.04.5110
					259.34	*CHECK TOTAL					
				VENDOR TOTAL	259.34						
RICOH USA, INC 007683											
	184589	01/12/24	POL	COPIER LEASE	153.81	045169	107887725		P -	W COPIER LEASE & U	10.40.512.04.5110
ROUSE FRETS WHITE GOSS G 006287											
	184590	01/12/24	ECODEVO	FEES	36.12	045135	100069730		P -	W OTHER MISC FEES	56.20.001.08.5365
	184590	01/12/24	ECODEVO	FEES	2,856.00	045136	100064169		P -	W OTHER MISC FEES	56.20.001.08.5365
	184590	01/12/24	ECODEVO	FEES	6,744.75	045137	100067472		P -	W OTHER MISC FEES	56.20.001.08.5365
					9,636.87	*CHECK TOTAL					
				VENDOR TOTAL	9,636.87						
SERENITY ON THE SQUARE 006687											
	184591	01/12/24	HR	REIKI SESSIONS	125.00	045138	DEC		P N W	OTHER	10.25.011.38.5989
SOUTHWESTERN COMMUNICATI 000730											
	184592	01/12/24	CH-ELEV	FIRE PANEL	1,124.15	045139	69149		P -	W FACILITIES MAINT	10.70.221.14.5572
STRATUS BUILDING SOLUTIO 000460											
	184593	01/12/24	CCTR	JANITORIAL SERVICE	4,050.00	045172	6535868		P N W	CONTRACT LABOR	65.60.491.08.5397
SUPERIOR-BOWEN ASPHALT 000762											
	184594	01/12/24	ST	ASPHALT	246.33	045140	43970		P N W	ASPHALT-STREET R	50.75.607.14.5621
SYNERGY SERVICES INC 005964											
	184595	01/12/24	DOMESTIC	VIOLENCE FUND	632.00	045209	DEC 2023		P -	W DOMESTIC VIOLENC	10.2472
TOWN AND COUNTRY BUILDIN 007143											
	184596	01/12/24	2023	CITY HALL JANITORIA	2,380.00	045173	001622226	230027	P -	W CONTRACT LABOR	10.70.221.08.5397
TW SPORTSWEAR, LLC 005575											
	184597	01/12/24	CCTR	UNIFORM APPAREL	2,456.45	045210	26247		P -	W CLOTHING EXPENSE	65.60.491.38.5812
	184597	01/12/24	CCTR	UNIFORM APPAREL	884.05	045210	26247		P -	W CLOTHING EXPENSE	60.60.420.38.5812
	184597	01/12/24	CCTR	UNIFORM APPAREL	182.42	045210	26247		P -	W CLOTHING EXPENSE	10.60.482.38.5812
	184597	01/12/24	CCTR	UNIFORM APPAREL	51.97	045210	26247		P -	W CLOTHING EXPENSE	10.60.481.38.5812

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
TW SPORTSWEAR, LLC 005575								
184597	01/12/24	CCTR UNIFORM APPAREL	112.92	045210	26247		P - W CLOTHING EXPENSE	10.60.483.38.5812
184597	01/12/24	CCTR UNIFORM APPAREL	226.92	045210	26247		P - W CLOTHING EXPENSE	61.60.458.38.5812
184597	01/12/24	CCTR UNIFORM APPAREL	376.84	045210	26247		P - W CLOTHING EXPENSE	60.60.415.38.5812
184597	01/12/24	CCTR UNIFORM APPAREL	94.45	045210	26247		P - W CLOTHING EXPENSE	73.70.226.38.5812
184597	01/12/24	CCTR UNIFORM APPAREL	313.39	045211	26248		P - W CLOTHING EXPENSE	65.60.491.38.5812
			4,699.41	*CHECK TOTAL				
		VENDOR TOTAL	4,699.41					
UMB BANK N A 004100								
184598	01/12/24	PKS SP OB BONDS S/2019B	318.00	045174	965211		P - W DEBT SERVICE FEE	61.60.458.24.6021
184598	01/12/24	PKS LSOA SP OB BOND FEES	318.00	045175	965212		P - W DEBT SERVICE FEE	61.60.458.24.6021
			636.00	*CHECK TOTAL				
		VENDOR TOTAL	636.00					
UNIFIRST CORPORATION 002825								
184599	01/12/24	CCTR MATS	96.31	045176	3281122997		P - W MISC EQUIPMENT M	65.60.491.14.5559
USIC LOCATING SERVICES I 006076								
184600	01/12/24	DEC UTIL LOCATES	5,774.49	045212	632195		P - W CONTRACT LABOR	90.70.801.08.5397
184600	01/12/24	DEC UTIL LOCATES	5,774.48	045212	632195		P - W CONTRACT LABOR	92.70.901.08.5397
			11,548.97	*CHECK TOTAL				
		VENDOR TOTAL	11,548.97					
VAJDIC/FRANCES .14758								
184601	01/12/24	CCTR REFUND MEMBERSHIP	57.50	045213	2015281		P - W REFUNDS PAYABLE	65.2265
VALVOLINE LLC 005460								
184602	01/12/24	POL #202 OIL CHANGE	34.99	045214	69286		P - W VEHICLE MAINTENA	10.40.500.14.5541
184602	01/12/24	WWT #139 OIL CHANGE	34.99	045215	69470		P - W VEHICLE MAINTENA	92.70.901.14.5541
			69.98	*CHECK TOTAL				
		VENDOR TOTAL	69.98					
VICTORY SIGN CO INC 006411								
184603	01/12/24	GALLERY SIGNS	1,119.34	045216	14379		P - W GRANT SUPPLIES	67.20.061.04.5054
WEX BANK 005626								
184604	01/12/24	FUEL-DEC	27,806.63	045217	94217073		P - W INVENTORY-GASOLI	10.1720
WICKLUND'S CARSTAR INC 000603								
184605	01/12/24	FIRE #604 HAIL DAMAGE	4,354.25	045218	52622		P - W VEHICLE MAINTENA	10.50.311.14.5541

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
JOSTLE CORPORATION 000599								

184125 12/29/23 VOIDED CHECK 16,443.91CR 045141 IN10657
184125 12/29/23 VOIDED CHECK 1,370.33CR 045141 IN10657
17,814.24CR *CHECK TOTAL
VENDOR TOTAL 17,814.24CR

P - H OTHER PREPAYMENT 10.1810
P - H OTHER PREPAYMENT 10.1810

SAMS CLUB DISCOVER-GEGRS 003621
1980 12/29/23 FIN SUPPLIES 110.03 045142 DEC 2023
1980 12/29/23 FIRE STATION SUPPLIES 918.35 045142 DEC 2023
1980 12/29/23 WTR SUPPLIES 110.03 045142 DEC 2023
1,138.41 *CHECK TOTAL
VENDOR TOTAL 1,138.41

P - H GENERAL SUPPLIES 10.30.130.04.5001
P - H STATION SUPPLIES 10.50.301.04.5020
P - H GENERAL SUPPLIES 90.30.133.04.5001



CITY COUNCIL ACTION REPORT

Meeting Date: January 22, 2024

A/R No.: 2024-19

Department: Parks & Recreation

Submitted By: BJ Staab, Director Parks & Recreation

Subject: ORDINANCE CALLING AN ELECTION IN THE CITY OF LIBERTY, MISSOURI ON THE QUESTION OF ISSUING ITS GENERAL OBLIGATION BONDS IN THE AMOUNT OF \$60,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING, IMPROVING, AND EQUIPPING THE PARKS AND PARK PROPERTY IN THE CITY, INCLUDING WITHOUT LIMITATION (1) ACQUIRING, CONSTRUCTING, AND EQUIPPING AN ACTIVITY CENTER AND (2) RENOVATING AND IMPROVING THE EXISTING COMMUNITY CENTER (SECOND READING)

Summary:

- The Mayor-appointed Community Center/Fieldhouse/Natatorium Task Force presented to the City Council on November 6, 2023. They were tasked with evaluating the potential needs of a Community Center, Fieldhouse and Natatorium.
- The Task Force recommendation was to build a new Community Center that supports Liberty not just now but into the future: Re-imagine and upgrade the current Community Center; get partners aligned for discussions for a Natatorium.

Background:

The City of Liberty asks the Citizens to issue general obligation bonds in the amount of \$60,000,000 on the April 2, 2024 Municipal Election Ballot.

Question

Proposed April 2, 2024, Municipal Election Ballot Language

Shall the City of Liberty, Missouri, issue its general obligation bonds in the amount of \$60,000,000 for the purposes of acquiring, constructing, renovating, improving, and equipping the parks and park property in the City, including without limitation (1) acquiring, constructing, and equipping an Activity Center and (2) renovating and improving the existing Community Center?

The general obligation bonds will be paid with a debt levy. The proposed debt levy will be \$0.46 per \$100 assessed valuation.

Current surrounding City Levy Rates

	Residential
Kansas City	1.50
Kearney*	1.50
Smithville*	1.44
Excelsior Springs	1.03
Liberty	0.88
North Kansas City	0.87
Gladstone	0.70

*Includes Ambulance and/or Fire Districts Levies; Other cities provide and include these services.

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 - Parks Ballot Initiative April 2024

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE CALLING AN ELECTION IN THE CITY OF LIBERTY, MISSOURI ON THE QUESTION OF ISSUING ITS GENERAL OBLIGATION BONDS IN THE AMOUNT OF \$60,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING, IMPROVING, AND EQUIPPING THE PARKS AND PARK PROPERTY IN THE CITY, INCLUDING WITHOUT LIMITATION (1) ACQUIRING, CONSTRUCTING, AND EQUIPPING AN ACTIVITY CENTER AND (2) RENOVATING AND IMPROVING THE EXISTING COMMUNITY CENTER.

WHEREAS, the City of Liberty, Missouri (the "City"), a special charter city, is empowered under the laws and constitution of the State of Missouri to incur indebtedness subject to obtaining the approval of the constitutionally required percentage of voters in the City voting thereon; and

WHEREAS, the City Council of the City desires to submit to the voters of the City the question of whether to issue its general obligation bonds in the amount of \$60,000,000 for the purpose of acquiring, constructing, renovating, improving, and equipping the Parks and Park Property as specified in the ballot question in this ordinance;

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 calls and orders an election to be held in the City of Liberty, Missouri on Tuesday, April 2, 2024 on the following question:

Question:

Shall the City of Liberty, Missouri, issue its general obligation bonds in the amount of \$60,000,000 for the purposes of acquiring, constructing, renovating, improving, and equipping the parks and park property in the City, including without limitation (1) acquiring, constructing, and equipping an Activity Center and (2) renovating and improving the existing Community Center?

SECTION II

The Deputy City Clerk of the City of Liberty is hereby authorized and directed to do the and perform all acts incident to the holding and conduct of such election within the terms of the applicable provisions of the Liberty City Code and to deliver to the Clay County Board of Election Commissioners all forms, certificates and material incident to the holding of such election.

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 Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2024.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: January 22, 2024

A/R No.: 2023-818

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: ORDINANCE APPROVING A CONTRACT WITH STRATUS BUILDING SOLUTIONS FOR THIRD SHIFT CONTRACTUAL CUSTODIAL SERVICES AT THE LIBERTY COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED \$52,488.00

Summary:

- The Liberty Community Center began utilizing third shift contractual custodial services in March 2013 for the locker rooms and fitness center, then expanding to include high-profile areas in 2015.
- Third shift custodial services provide an opportunity for a thorough cleaning of the high-profile, high traffic areas of the facility during the overnight hours when guests aren't utilizing the facility.
- An initial contract with Stratus Building Solutions was approved in January 2022 and the City has received satisfactory results in both 2022 and 2023.
- Stratus Building Solutions has requested an increase of \$324.00 per month or \$3,888.00 annually for year three of the contract, citing increasing costs for supplies, labor and equipment.
- Staff recommends the approval of a one-year contract with Stratus Building Solutions in the amount of \$52,488.00.
- This would be year three (2024) of the potential three, one-year agreements with Stratus Building Solutions.

Background:

In March 2013, the Liberty Community Center began utilizing third shift contractual custodial services for a deeper cleaning of the locker rooms and fitness center Monday through Friday. In addition to a deeper clean, third shift custodial also prevents interruption of service for Liberty Community Center guests. In March 2015, third shift contractual custodial was expanded to seven days per week in the high profile and high traffic areas of the facility to further enhance the guest experience.

In addition to labor, the contract also includes cleaning supplies and cleaning equipment. Stratus Building Solutions, when needed by the Liberty Community Center, will also provide additional day porter service and/or overnight theater cleaning at \$22.50/hour.

In November 2023, Stratus Building Solutions requested an increase of \$324.00 per month or \$3,888.00 annually for year three of the contract, citing increasing costs for supplies, labor and equipment.

Staff recommends approval of an ordinance for a contract with Stratus Building

Solutions to provide third-shift custodial services at the Liberty Community Center in an amount not to exceed \$52,488.00. This will be year three (2024) of the potential three, one-year agreements.

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: 01/04/2024

Financial Considerations:

Budgeted:	Line Item: 65.60.491.08.5397	Amount: \$52,488.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - 3rd Shift Contractual Custodial Services 2024
2. STRATUS BUILD SOL Vendor Signed Contract

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH STRATUS BUILDING SOLUTIONS
FOR THIRD SHIFT CONTRACTUAL CUSTODIAL SERVICES AT THE LIBERTY COMMUNITY
CENTER IN AN AMOUNT NOT TO EXCEED \$52,488.00

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 by and between the City of Liberty and Stratus Building Solutions, 8735 Rosehill Road, Suite 250, Lenexa, KS 66215 in an amount not to exceed FIFTY-TWO THOUSAND FOUR HUNDRED EIGHTY EIGHT DOLLARS AND 00/100 (\$52,488.00) for third-shift contractual custodial services at the Liberty Community Center, a copy of said contract 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 contract 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 _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2024.

MAYOR



CONTRACT FOR SERVICES

Liberty Community Center Third Shift Custodial Services

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this **22nd day of January, 2024**, between **Stratus Building Solutions**, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 8735 Rosehill Road, Suite 250, Lenexa, KS 66215 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 **January 22, 2024** and is effective as of **January 22, 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 **Project PK24-12** 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
TIME OF COMMENCEMENT AND COMPLETION

The term of the agreement shall be March 1, 2024 – February 28, 2025, with an opportunity to renew the contract annually for two additional one-year terms provided that both parties agree to the same terms and conditions.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in an amount not to exceed \$52,488.00. If day porter services are needed, the rate will be \$22.50/hour.

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 outlined in Appendix A on a monthly basis. Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B of PK24-12.

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.

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. The work as specified in Appendix A may commence on March 1, 2022 upon the signing of this contract and scheduling and approval of the City.

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 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 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 X NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XI NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

- B. The penalty described in Subsection “A” of this Section shall not begin to accrue until the time periods described in Sections XI “B” and “C” above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XII 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 XIII 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.

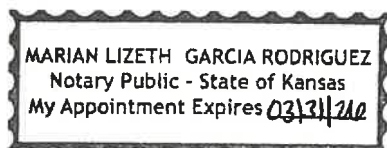
(SEAL)

THE CITY OF LIBERTY, MISSOURI

By: _____
Greg Canuteson, Mayor

Attest: _____
Sarah Ranes, Deputy City Clerk

(SEAL)



SBS Services Group LLC
Company Name

By: [Signature]

Title: Office Manager

Attest: _____

APPENDIX A
Scope of Work and Special Provisions
Liberty Community Center Third Shift Custodial Services

(Spreadsheet Attached)

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

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

A. Procedures

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

B. Contract Award

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

C. Insurance

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

1. Comprehensive General Liability:

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

2. Comprehensive Automobile Liability:

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

3. Workers' Compensation:

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

4. Employers' Liability:

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

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

G. Invoicing and Payment

The Contractor shall submit invoices, 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 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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, 64068.

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

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority, personally appeared Dec. 15, 2023, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Anais Lawrence

Company: Stratus Building Solutions

Address: 8735 Roschill Rd. Suite 250 Lenexa, KS 66215

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the services contracted between Contractor and the City of Liberty.

- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

SBS Services Group LLC
Company Name

Anais J Lawrence
Signature

Name: Anais S. Lawrence

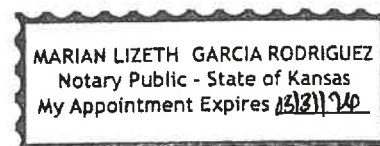
Title: Office Manager

STATE OF Ks

COUNTY OF Johnson County

Subscribed and sworn to before me this 15th day of December, ~~2024~~ ²⁰²³

Notary Public: Marian Lizeth Garcia Rodriguez



My Commission Expires: March 31, 2026

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

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.



CITY COUNCIL ACTION REPORT

Meeting Date: January 22, 2024

A/R No.: 2024-6

Department: Administration

Submitted By: Claire Rodgers, Marketing
and Communications Manager

Subject: ORDINANCE APPROVING A CONTRACT WITH GUILD COMPANIES, LLC
FOR PROFESSIONAL SERVICES RELATING TO THE MARKETING OF VISIT
LIBERTY IN AN AMOUNT NOT TO EXCEED \$59,100.00

Summary:

- City Staff and the Tourism Committee have worked with Guild Collective since March 2020 on the creation and implementation of a strategic marketing plan for Visit Liberty, including social media content, blog content, a robust advertising campaign and suite of video content.
- The proposed scope of work includes three advertising campaigns on YouTube, Meta, Google Display and Geofencing on behalf of Visit Liberty, 12 motion graphic videos, an influencer ambassador program playbook, content strategy and quarterly planning to provide the support that is needed to accomplish the goals for increasing tourism in Liberty.

Background:

2014 – Passage of the Transient Guest Tax for support of Tourism initiatives in Liberty, including wayfinding signage, support of festivals and events, support for the Arts, and general marketing and promotion of Liberty’s businesses, history and attractions.

2018 – The Tourism Committee is established.

2020 – 2021 – Staff worked with Guild Collective to establish Visit Liberty on social media and build up a strong organic following. The primary focus of the advertising campaign was digital, and we began to introduce video content to the media mix.

2022 – 2023 – The primary focus of the advertising campaign was video. City staff continued to work on organic content like blogs, social media and events, while the Guild team focused primarily on the advertising campaign. In 2023, we had three seasonal campaigns: “Winter, Together” featuring a girlfriends' day trip in Liberty and things to do indoors during the winter; “Play Here, Stay Here” featuring a family spending the weekend at the Capitol Federal Sports Complex and “History Highlights” featuring a couple exploring all the history Liberty has to offer.

With the hiring of a new Tourism Coordinator in 2023 and the ability for the City staff to take on more tourism projects, the Guild Collective contract has introduced a few new projects, including motion graphic videos and the creation of an influencer ambassador program.

The Tourism Committee has also budgeted \$56,000.00 for an advertising campaign

that is primarily executed by the Guild Collective team and includes placements on YouTube, Google display, Google search, Facebook, Instagram, billboards and geofencing (location-based targeting).

This contract will be reviewed and renewed annually for up to five years (2024 is renewal year four) as the needs for Visit Liberty and tourism in Liberty grow. The contract including the full scope of work is attached.

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: Tourism Committee	Completed/Recommended: Aug. 23, 2023

Financial Considerations:

Budgeted:	Line Item:67.20.061.08.5342	Amount: \$59,100.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Contract Guild Companies, LLC 2024
2. Visit Liberty and Guild Collective 2024 SOW

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH GUILD COMPANIES, LLC FOR
PROFESSIONAL SERVICES RELATING TO THE MARKETING OF VISIT LIBERTY

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 a contract by and between the City of Liberty, Clay County, Missouri and Guild Companies, LLC for administration and implementation of a marketing plan including videography and motion graphic design services for Visit Liberty, Mo for an amount not-to-exceed FIFTY-NINE THOUSAND ONE HUNDRED AND NO/100 (\$59,100.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2024.

MAYOR

Marketing Content Services Agreement

THIS MARKETING CONTENT SERVICES AGREEMENT (the “Agreement”) is made and entered into as of January 1, 2024 (the “Effective Date”), between **Guild Companies, LLC**, a Missouri limited liability company with an office at 4 East Franklin Street – Liberty, MO 64068 (“Guild”), and the following client (the “Client”):

Name:	City of Liberty Visit Liberty MO
Contact Person:	Claire Rodgers
Address:	101 E Kansas Street, Liberty, MO 64068
Contact Information:	crodgers@libertymo.gov 816-439-4428

WHEREAS, Client desires to engage Guild as an independent contractor to provide content marketing services, and Guild desires to provide said content marketing services for Client, subject to the terms of this Agreement.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. **Services.** Client engages Guild to provide the Content development and preparation services described on Exhibit A attached hereto and incorporated herein by reference (the “Services”), and Guild accepts such engagement, and shall provide the Services, on the terms and conditions set forth in this Agreement. Guild reserves the right to perform the Services through subcontractors from time to time, in its sole discretion, to ensure quality and on-time completion of the Services. Guild will make reasonable efforts to meet agreed upon due dates; provided, however, Client’s failure to submit required information or materials or respond timely to submitted work may cause delays in the provision of Content.
2. **Content.**
 - (a) For purposes of this Agreement, “Content” means writings and strategic direction for video creation, signage, and website design.
 - (b) Client represents and warrants to Guild that Client owns or has license to use, as part of the Content in the manner contemplated by this Agreement, all copyrights, trademarks, trade dress, service marks, brand names or other intellectual or artistic property associated with, or incorporated into, the Content.
 - (c) Client shall have creative and editorial approval regarding all Content before it is published, posted or otherwise distributed. Client shall approve or reject all Content submissions made by Guild within three (3) business days after Guild’s submission; Client’s failure to approve or reject, or ask for more time in writing, within such time frame shall constitute Client’s acceptance of such submission.

- (d) Upon Guild's receipt of full payment from Client as provided in Paragraph 4 below, Guild will grant to Client all rights of ownership to the finished and unused Content, as work product, including but not limited to all rights in (i) creative advertising copy not utilized by Client, (ii) ideas and suggestions for content, campaigns and contests, (iii) keywords and (iv) other items used to stimulate interest in Client's business or the Content. Provided, however, that until payment in full is received from Client as provided in Paragraph 4 below, all finished and unused Content shall remain the property and Confidential Information of Guild.
3. **Access.** Client shall provide Guild with (a) access to Client's digital platforms, and other necessary online accounts; and (b) personnel and materials relating to Client's business (including, without limitation, pictures, catalogs, articles, campaigns and graphics), to the extent reasonably required to enable Guild to perform its obligations under this Agreement.
4. **Compensation.**
- (a) **Payment Amount:** Client shall compensate Guild for the Services by paying to Guild an amount equal to \$4,925 per month from January 1, 2024 through December 31, 2024 for the scope of work as outlined on Exhibit A. Guild will provide Client with invoices in these amounts, but Client's payment obligation shall not be dependent on Client's receipt of such invoice.
- (b) **Due Date:** All payments shall be paid within fifteen (15) days. Any failure of Client to make a payment within fifteen (15) days shall result in a finance charge of one and one-half percent (1.5%) per month on the unpaid balance, plus any fees incurred by Guild to collect said amount(s) due, including reasonable attorney's fees and court costs.
- (c) **Credit Card Payments:** All payments made by credit card shall be subject to a three percent (3%) convenience fee.
5. **Term and Termination.** This Agreement will commence on the Effective Date and will continue through December 31, 2024. Either party may terminate this Agreement prior to the expiration of the Term set forth herein, in the event (1) the other party materially breaches any provision of this Agreement and (2) the breaching party fails to cure said breach within ten (10) days of its receipt of written notice thereof from the non-breaching party.
6. **Limitation of Liability.** GUILD WILL NOT BE LIABLE TO THE CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, UNREALIZED EXPECTATIONS OR LOSS OF GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. **Indemnification.** Client shall indemnify, defend and hold harmless Guild from and against all claims, damages, liabilities, complaints, promises (express or implied), losses, lost profits and related expenses (including, without limitation, attorneys' fees, court costs and investigative costs) ("Losses") arising from or relating to any breach by Client of its

obligations under this Agreement or any violation of copyright, trademark, trade dress, service mark, brand names or other rights to intellectual or artistic property associated with the Content.

8. Confidentiality.

- (a) Client and Guild will, during the Term and for so long thereafter as the information remains confidential, take all reasonable steps to safeguard the confidentiality of, and proprietary rights to, the confidential information of the other Party (“Confidential Information”) that is disclosed to either Party under this Agreement or during the term of this Agreement (including, without limitation, (i) creative advertising copy, (ii) ideas and suggestions for content, campaigns and contests, (iii) keywords and (iv) other items used to stimulate interest in Client’s business or the Content, all to the extent not submitted to or paid for by Client, as well as any information regarding Client’s business model, client lists, marketing strategies, and pricing, and as to both Parties, also including the terms of this Agreement).
- (b) Confidential Information does not include (i) information that was publicly known when disclosed to the receiving Party, (ii) information that receiving Party lawfully received from a third party not bound in a confidential relationship with the disclosing Party, (iii) information that receiving Party already knew before disclosed by the disclosing Party, or (iv) information that receiving Party independently develops or creates without the use of the Confidential Information.
- (c) Without disclosing Party’s prior written consent, receiving Party may not (i) use the Confidential Information for its own benefit or the benefit of any third party except for purposes expressly provided for in this Agreement, or (ii) disclose the Confidential Information to any third party. If either Party is required by law or court order to disclose any Confidential Information, receiving Party must, to the extent legally permissible, provide prompt notice to disclosing Party so that disclosing Party may seek a protective order or other appropriate remedy or waive compliance with this Section. If disclosing Party waives compliance or such protective measures are obtained, receiving Party will disclose only that portion of the Confidential Information that receiving Party must legally disclose as advised by legal counsel.

9. Other Provisions.

- (a) Independent Contractor. The Parties acknowledge their mutual understanding that the relationship created under this Agreement is one of independent contractor and that nothing contained in this Agreement is intended to be construed by either the Parties or any third person to create the relationship of partners, principal and agent, employer and employee, franchisor and franchisee or any association other than contracting parties. Except as expressly provided in this Agreement, Client has no right to control Guild as to the specific means or manner in which Guild discharges its duties under this Agreement. Guild has no power and is not authorized to bind or obligate Client in any manner whatsoever. Nothing in this Agreement prevents Guild from performing services for any other entity or engaging in other endeavors to the extent they do not interfere with the

Services that Guild has agreed to perform for Client. Client will not withhold any portion of Guild's compensation for federal or state income tax purposes and will not pay any taxes based on the Federal Insurance Contributions Act or the Federal Unemployment Tax Act with respect to amounts paid to Guild or any state or local equivalents. Guild will not receive W-2 forms from Client but will receive IRS form 1099 reporting all compensation that Client pays to Guild under this Agreement.

- (b) Entire Agreement; Binding Effect; Assignment; Severability; Amendment. This Agreement (including Exhibit A) constitutes the full and entire understanding and agreement between the Parties concerning the subject matter set forth in this Agreement, and will not be varied by any alleged or actual oral statements or parole evidence whatsoever. The provisions of this Agreement bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights under this Agreement to a third party without the other Party's prior written consent. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law. If a court of competent jurisdiction holds any provision to be prohibited by or invalid under applicable law, the provision will be ineffective only to the extent of the prohibition or invalidity, without affecting the rest of this Agreement. But the Parties do not intend this severability if it would materially change the economic benefits of this Agreement to any Party. This Agreement may not be amended without the prior written consent of all Parties.
- (c) Descriptive Headings; Interpretation; Counterparts. The descriptive headings of this Agreement exist for convenience only and do not constitute a substantive part of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, the Parties intend that (i) this Agreement be construed as if they had jointly drafted it, and (ii) no presumption or burden of proof arise favoring or disfavoring any Party by virtue of its role in drafting any provision of this Agreement. The Parties may execute this Agreement in counterpart or duplicate copy and by facsimile signature, and any signed counterpart, duplicate or facsimile copy is equivalent to a signed original for all purposes.
- (d) Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement will be governed by and construed exclusively under the law of Missouri, without giving effect to any choice of law or conflict of law rules or provisions (whether of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Missouri.
- (e) Litigation Costs. In the event either party shall institute suit against the other due to non-performance, mis-performance, breach or default under this Agreement, then the party who are which substantially prevails in such suit shall be entitled to recover from the other party such substantially prevailing party's reasonable attorney's fees, court costs, and investigative expenses.
- (f) Notices. All communications to be given or delivered under or by reason of this Agreement must be in writing and will be deemed to have been given when (i) delivered personally to the recipient, (ii) sent to the recipient by reputable overnight courier service

(charges prepaid), or (iii) mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. All communications will be sent to the Parties at the addresses indicated in the Agreement or to the other address or to the attention of the other person that the receiving Party specifies by prior written notice to the sending Party.

- (g) Waivers; Delays or Omissions. Except as expressly provided in this Agreement, (i) no delay or omission to exercise any right, power or remedy accruing to any Party upon any breach or default of any other Party (A) will impair the non-defaulting Party's rights, powers or remedies, or (B) constitute a waiver of, or acquiescence in, the breach or default or any subsequent similar breach or default, and no waiver of any breach or default will constitute a waiver of any previous or subsequent similar breach or default; (ii) any Party's waiver, permit, consent or approval concerning any breach, default, provision or condition of or under this Agreement must be in writing and will be effective only to the extent specifically set forth in the writing; and (iii) all remedies, whether under this Agreement, applicable law or otherwise, will be cumulative and not alternative.
- (h) Force Majeure. A party shall not be considered in breach of or in default under this Agreement and shall not be liable to the other party for any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, pandemic, or similar event beyond that party's reasonable control.
- (i) Survival. These Terms and Conditions shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the undersigned, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

GUILD:

Guild Companies, LLC

By:  _____

Name: Racheal Burnett

Title: COO

CLIENT:

City of Liberty

By: _____

Name: _____

Title: _____

Exhibit A

Description of Services

During the term of this Agreement, Guild will make reasonable efforts to provide Client with the following Content and marketing services:

1. Motion Graphics

Twelve (12) :30 - :45 Videos

- i. Guild to lead, direct, and organize pre-production for both videos, including:
 - 1. Discovery Meeting
 - 2. Video Scripting and Storyboard Creation and Review Meeting
 - 3. Two (2) rounds of revisions on storyboard
- ii. Guild to lead, direct, and organize post-production for each video, including:
 - 1. Editing of videos with motion graphics
 - 2. Copy overlays
 - 3. Music using Guild's music license
 - 4. Meeting to review live
 - 5. Two (2) rounds of revisions on final videos

2. Paid Media

Development, design, execution, and reporting of three (3) paid media campaigns

- i. Guild to lead, direct, and develop paid media campaigns, including:
 - 1. To include videography support of video brief, shot list, storyboard, activation meeting, and up to three hours of on-site videography for each campaign.
 - 2. Activation and management of campaigns
 - 3. Monthly reporting
 - 4. Photo editing

3. Influencer Ambassador Program Playbook

Development, design, and creation of Influencer Ambassador Program Playbook:

- i. Guild to lead, direct, and develop playbook, including:
 - 1. Structure and guidelines
 - 2. Initial pitch email template
 - 3. Monthly email template
 - 4. Reporting and engagement spreadsheet
 - 5. Clarification and articulation of ambassador expectations
 - 6. Two (2) rounds of revisions on playbook

4. Measurement & Reporting

- a. Quarterly Strategy Meeting
 - i. Guild to lead quarterly strategy meetings to plan and review campaigns for upcoming three-month (6) period
- b. Monthly Status Meeting
 - i. Guild Brand Manager to lead, direct, and organize ongoing Client deliverables, upcoming approvals, and other needed items.
- c. Monthly reports delivered on agreed upon KPI's
 - i. Comprehensive end-of-campaign and end-of-year reports to be included in monthly reports as needed.

5. Content Strategy & Quarterly Planning

- a. Twelve (12) Month Content Strategy
 - i. Guild to create one (1) overarching twelve (12) month content strategy including objectives, voice, and content buckets, categories, and breakdowns.
- b. Quarterly Content Plan
 - i. Guild to create four (4) comprehensive content plans following the 12 month content strategy, with one (1) designated for each quarter of the year. Each plan is to include details on category, topic, copy direction, image direction, and references for 10-12 posts per month.

Additional Fees or Expenses:

- a. \$175 per hour for additional video projects
 - i. Client approval in advance
- b. \$175 per hour for additional graphic design
 - i. Client approval in advance
- c. \$175 per hour for additional copywriting
 - i. Client approval in advance
- d. \$175 per hour for additional creative team member involvement
 - i. Client approval in advance
- e. \$250 per hour for additional executive involvement
 - i. Client approval in advance



CITY COUNCIL ACTION REPORT

Meeting Date: January 22, 2024

A/R No.: 2024-21

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE RETROACTIVELY APPROVING A CONTRACT WITH
HOLTHOUSE CONSTRUCTION L.L.C FOR CITY OF LIBERTY PROJECT 24-001,
2024 CLAYVIEW DR. EMERGENCY STORM PIPE REPAIR IN AN AMOUNT NOT TO
EXCEED \$200,000.00

Summary:

- Ordinance retroactively approving a contract between the City of Liberty and Holthouse Construction L.L.C. for City of Liberty Project 24-001.
- Scope of work provides for the removal and replacement of a badly deteriorated 84" diameter Corrugated Metal Storm Sewer Pipe (CMP).
- Citizen Sales Tax Oversight Committee reviewed the project at the January 11, 2024 meeting and determined it meets voter intent.

Background:

In December 2023, City of Liberty Public Works staff investigated an area of collapsing sidewalk, immediately adjacent to N. Clayview Dr. The investigation found that the collapse was the result of a failing 84" diameter Corrugated Metal Storm Sewer Pipe (CMP). Further investigation found that the 84" pipe directly under N. Clayview Dr., while not collapsing, was severely deteriorated. Due to the extent of the deterioration, an emergency repair is required. The repair will consist of removing and replacing the pipe in order to restore flow capacity and prevent surface failures in the road and any resulting danger to citizens. The project will utilize 2024 Capital Stormwater Improvement Program Capital Sales Tax funds budgeted for maintenance and construction of storm drainage projects.

On December 11, 2023, the City Staff issued an emergency request for the excavation, removal and replacement of the existing CMP with a new 84" diameter Reinforced Concrete Pipe (RCP). The request was sent to six known contracting firms. Two firms replied with proposals. The low bid was submitted by Holthouse Construction L.L.C. in the amount of \$183,495.00. A contract was signed for project 24-001 on December 26, 2023.

After the request for proposal was issued and prior to contract negotiations and signing, staff prepared a memo to both the Mayor and City Administrator explaining the necessity for the project as well as the need for emergency authorization.

This report and subsequent Ordinance requests retroactive approval of a contract with Holthouse Construction L.L.C. in the amount of \$183,495.00 with authorization to spend up to \$200,000.00. The amount above the contract includes the contract amount plus a contingency. Funds requested above the contract amount are requested for the

following reasons:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in bid price.
- It allows quick action in the event of unforeseen circumstances during construction.

The City Staff recommends the following action:

- Approve an ordinance that would retroactively authorize a contract with Holthouse Construction L.L.C. for City of Liberty Project 24-001, 2024 Clay View Dr. Emergency Storm Pipe Repair for an amount of \$183,495.00 with authorization to spend up to \$200,000.00.

Previous Action (if applicable):

- Memo issued to Mayor and City Administrator
- Contract signed on 12-26-2023.
- Citizen Sales Tax Oversight Committee reviewed the project at the January 11, 2024 meeting and determined it meets voter intent.

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Recommended 01-11-2024
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 50.77.653.36.7510	Amount: \$200,000.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. 2024-021 Approve Holthouse Clayview Repair - ORD
2. Holthouse Executed Contract 12.26.2023

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE RETROACTIVELY APPROVING A CONTRACT WITH HOLTHOUSE
CONSTRUCTION L.L.C FOR CITY OF LIBERTY PROJECT 24-001, 2024 CLAYVIEW
DR. EMERGENCY STORM PIPE REPAIR IN AN AMOUNT
NOT TO EXCEED \$200,000.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Holthouse Construction L.L.C, for the City of Liberty Project 24-001, 2024 Clayview Dr. Emergency Storm Pipe Repair with a proposal amount of ONE HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS (\$183,495.00), with authorization to spend up to TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by the City Council this ____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2024.

MAYOR

CONTRACT FOR SERVICES

This agreement is made and entered into this 26th day of December 2023, by and between the Mayor, City Council, and the Citizens of the City of Liberty, a Municipal Corporation within Clay County, Missouri, hereinafter referred to as CITY, and Holthouse Construction L.L.C., Liberty, Missouri, hereinafter referred to as CONTRACTOR, as follows:

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

CITY agrees to pay CONTRACTOR for services performed a sum not to exceed \$183,495.00, payable in full within 30 days of completion of all work specified in the project description.

CONTRACTOR agrees to perform all work in accordance with CITY specifications [see Exhibit A] and the attached Exhibit B [scope and cost of work proposal dated December 14, 2023 from Holthouse Construction L.L.C.] following all CITY code requirements, with all work to be performed in a workman like manner acceptable to CITY, and to complete all work within no more than 30 working days of receipt of notice to proceed with the work.

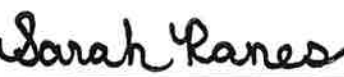
IN WITNESS WHEREOF, CITY and CONTRACTOR accept the terms and conditions of this contract through their respective signatures below, as officially approved by the Liberty City Council and attested to by the Deputy City Clerk on the date and year noted:

Approved this 26th day of December, 2023.

CITY OF LIBERTY, MISSOURI

BY 
MAYOR (or CITY ADMINISTRATOR)

ATTEST:

BY 
DEPUTY CITY CLERK

CONTRACTOR

BY 
AUTHORIZED OFFICIAL
NAME (print): Travis W. Holthouse
TITLE: Estimator

**Exhibit A
City of Liberty
Standard Terms and Conditions**

Contractor is expected to comply with City of Liberty Standard Contract 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 Liberty Public Works Director or their authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The Public Works Director will designate his authorized representatives in writing. Both the City of Liberty and the Contractor must approve any changes to the contract in writing.

B. Contract Award

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

C. Insurance

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

1. Comprehensive General Liability:

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

2. Comprehensive Automobile Liability:

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

3. Workers' Compensation:

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

4. Employers' Liability:

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

D. Bonds

Contractor will be required to provide Performance and Maintenance bonds for this project.

E. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Liberty, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights,

sustained by any person or property as a consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

F. Exemption from Taxes

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

G. Subcontracting

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

H. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

I. Invoicing and Payment

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

J. Cancellation

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

K. Contractual Disputes

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

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Liberty shall reduce their

decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

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

L. Severability

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

M. Applicable Laws

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

N. Drug/Crime Free Work Place

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

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

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

O. No Escalation of Fees

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

P. Permits

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

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

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

P. Prevailing Wage

1. Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on public works construction projects valued at more than \$75,000. If the value of this contract exceeds \$75,000 the following are applicable:
 - a. Not less than the prevailing hourly rate of wages, as set out in Missouri's latest wage order shall be made part of the specification for the work under the contract, and the required wages must be paid to all workers performing work under the contract.
A copy of the most current Missouri Division of Labor Standards Annual Wage Order is attached to this form.
 - b. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.
 - c. The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under section 292.675, RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.
 - d. The contractor will forfeit a penalty to the contracting public body of \$2,500 plus additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
 - e. Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance of self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

Q. Incidental Work

Incidental work shall be performed and provided for at no additional cost to the OWNER.
Incidental work includes:

- Re-striping of road surface
- Erosion control

R. Unforeseen Work

Unforeseen work shall be performed and provided for at a negotiated price which shall include time and materials. Such negotiations shall be formally incorporated into this contract through individual Change Orders.

Exhibit B: Contractor Provided and Accepted Proposal

City of Liberty Project 24-001, 2024 Clay View Dr. Emergency Storm Pipe Repair

The project consists of removing and replacing a failing 84" CMP which runs under Clayview Dr.

HOLTHOUSE CONSTRUCTION LLC

**PO BOX 1197
LIBERTY, MO 64069
PHONE: 816-781-6796**

December 14, 2023

**Joshua Martinez
Capital Project Engineer
City of Liberty, MO
Via Email: jmartinez@libertymo.gov**

Re: Repair of 84" CMP

Dear Mr. Martinez:

Please find attached hereto the proposal for the repair of 84" CMP along Clayview Drive. The plan that I am proposing is to install 84-inch RCP and to repair the road with concrete and NOT an asphalt cap. I included flowable fill from the top of the gravel for the pipe until the concrete cap. Please call with any questions.

Sincerely

/s/ Travis W. Holthouse

Travis W. Holthouse

Holthouse Construction L.L.C.

P.O. Box 1197
Liberty, MO 64069
Office (816) 781-6796
Cell (816) 797-5011

PROPOSAL

Date	Estimate #
12/14/2023	12973

Name / Address
CLAYVIEW 84 INCH REPAIR CITY OF LIBERTY PUBLIC WORKS

Description	Quantity	Cost	Total
CLAYVIEW DRIVE -- REPAIR OF 84 CMP			
LF OF 84" REINFORCED CONCRETE PIPE	56	1,800.00	100,800.00
CY OF FLOWABLE FILL	78	200.00	15,600.00
CONCRETE REPAIR OF ROAD	1	15,681.00	15,681.00
HAUL OFF	1	2,500.00	2,500.00
SY OF SOD REPLACEMENT	454	16.00	7,264.00
LF OF CURB REPLACEMENT	200	78.00	15,600.00
LF OF REPAIR OF SIDEWALK	100	96.00	9,600.00
LF OF REPAIR OF CONCRETE SWALE	50	150.00	7,500.00
PRE-CONSTRUCTION VIDEO	1	550.00	550.00
PERFORMANCE AND MAINTENANCE BOND	1	2,900.00	2,900.00
TRAFFIC CONTROL	1	5,500.00	5,500.00
AS TO THE CURB, SIDEWALK, AND SWALE REPAIR WILL BE BILLED THE LINER FOOT OF THE AMOUNT POURED. AS TO ROAD, THE PLAN IS TO TAKE CONCRETE TO THE TOP AND TO NOT HAVE AN ASPHALT CAP. DID NOT INCLUDE WATERING FOR THE SOD PRICE IS BASED ON BEING ABLE TO COMPLETELY SHUT DOWN N. CLAYVIEW DRIVE. THERE IS APPROXIMATELY A FOUR WEEK LEAD TIME ON THE CONCRETE PIPE. DID NOT INCLUDE THE RELOCATION OF ANY UTILITIES INCLUDED PREVAILING WAGE DID NOT INCLUDE SALES TAX. CITY TO ISSUE A SALES TAX CERTIFICATE DOES NOT INCLUDE THE RELOCATION OF ANY EXISTING UTILITIES. DID NOT INCLUDE THE COSTS OF ANY PERMITS. THE FOLLOWING ARE NOT INCLUDED: INSPECTION FEES. STABILIZATION OF UNSUITABLE MATERIALS.,			
		Total	

Holthouse Construction L.L.C.

P.O. Box 1197
Liberty, MO 64069
Office (816) 781-6796
Cell (816) 797-5011

PROPOSAL

Date	Estimate #
12/14/2023	12973

Name / Address
CLAYVIEW 84 INCH REPAIR CITY OF LIBERTY PUBLIC WORKS

Description	Quantity	Cost	Total
DEWATERING, WELL POINTS, ROCK EXCAVATION, LANDSCAPING, NORTHERN LONG EARED BAT STUDIES, STAKING, AS BUILTS, CONTINT, CONSHIELD, STAKING, ASBUILTS, OR COMPACTION TESTING. INVOICES TO BE PAID WITHIN 30 DAYS. IF NOT PAID WITHIN 30 DAYS, THEN INTEREST IS TO BE 18% PER MONTH. IF NOT PAID WITHIN 30 DAYS THE OWNER IS RESPONSIBLE FOR ANY AND ALL COLLECTION COSTS INCLUDING BUT NOT LIMITED TO ATTORNEY FEES. IF ROCK HAS TO BE HOE RAMMED COST IS \$415.00 PER HOUR WITH A TEN-HOUR MINIMUM. ROCK THAT CAN BE DUG IS \$25.00 PER CUBIC YARD. PROPOSAL BASED ON EMAIL DATED DECEMBER 13, 20223 THAT WAS SENT BY JOSHUA MARTINEZ ON DECEMBER 11, 2023. PROPOSAL IS VALID FOR 30 DAYS, UNLESS REVOKED SOONER. NOTICE TO OWNER: FAILURE TO THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.			
Total			\$183,495.00

Exhibit C: Tax Exempt Form

City of Liberty Project 24-001, 2024 Clay View Dr. Emergency Storm Pipe Repair



MISSOURI PROJECT EXEMPTION CERTIFICATE

AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: 12/19/2023

CONTRACTOR: Holthouse Construction L.L.C.

ADDRESS: P.O. Box 1197

CITY/STATE/ZIP: Liberty, MO 64069

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

PROJECT # ASSIGNED: 24-001

PROJECT DESCRIPTION: Emergency Removal and Replacement of 84" CMP

PROJECT LOCATION: City of Liberty, Missouri - N. Clayview Dr.

DATE OF CONTRACT: 12/19/2023

DATE PROJECT TO BEGIN: TBD

ESTIMATED PROJECT COMPLETION DATE: February 2024

REVISED COMPLETION DATE: _____

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

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

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

APPROVED

DIRECTOR OF FINANCE

12.19.23
DATE

APPROVED

CITY ENGINEER

J. Findlay
2023.12.19 12:08 38-05707
DATE

INSTRUCTIONS

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

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

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

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF LIBERTY
101 E KANSAS ST
LIBERTY MO 64068

Missouri Tax ID
Number: 12490938

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: January 22, 2024

A/R No.: 2024-22

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE ACCEPTING THE ASSIGNMENT OF RECORDED PUBLIC
SANITARY SEWER EASEMENTS FOR THE PROMINENCE SANITARY SEWER
MAIN EXTENSION PROJECT

Summary:

- Public Sanitary Sewer Main Easement is required for a public sanitary sewer main extension
- Easements have been recorded and given to Prominence Holdings, LLC
- Prominence Holdings, LLC is required to assign the easements to the City of Liberty, Missouri

Background:

To facilitate a public sanitary sewer main extension for the Prominence Commercial and Residential Developments, a sanitary sewer main easement is needed to allow for its construction. Prominence Holdings, LLC secured easements for the construction and future maintenance of the public-main extension in 2023. The easements which were secured included language allowing Prominence Holdings, LLC to assign its rights to the City of Liberty at a future date. This report and subsequent Ordinance accepts the assignment of easements from Prominence Holdings LLC to the City of Liberty.

Staff recommends acceptance of the assignment of the Public Sanitary Sewer Main Easement from Prominence Holdings, LLC

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

N A	Budgeted:	Line Item:	Amount:
		Line Item:	Amount:

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

Attachments:

1. Ordinance to Accept Sanitary Easements Assignment Prominence
2. Assignment of Easements
3. 2022034103 Bk 9467 Pg 167 Assign Sewer Easement (AL Farms)
4. 2022034125 Bk 9468 Pg 9 Assign Sewer Easement (Phillips)
5. 2023008288 Bk 9545 Pg 39 Sewer Easement (Huntington A&R)
6. 2023020111 Bk 9613 Pg 21 Sewer Esmt (Phillips)
7. 2022034040 Bk 9467 Pg 104 Sewer Easement (AL Farms)
8. 2022034102 Bk 9467 Pg 166 Sewer Easement (Phillips)

Document No. _____

ORDINANCE NO. _____

ORDINANCE ACCEPTING THE ASSIGNMENT OF PRE-RECORDED PUBLIC
SANITARY SEWER EASEMENTS FOR THE PROMINENCE SANITARY SEWER
MAIN EXTENSION PROJECT

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 accepts from
PROMINENCE HOLDINGS, LLC, an assignment of pre-recorded public easements for
sanitary sewer mains. A copy of said assignment of pre-recorded public easements is
attached hereto and made a part hereof as though more fully set out herein.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby directs said
public assignment of pre-recorded easements to be filed with this ordinance after being
recorded with the Office of the Recorder of Deeds of Clay County, Missouri.

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 _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2024.

MAYOR

ASSIGNMENT AND ASSUMPTION OF EASEMENTS
FOR PUBLIC SANITARY SEWER MAINS

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENTS FOR PUBLIC SANITARY SEWER MAINS (this "**Assignment**"), made as of the ____ day of _____, 20____, by and between **Prominence Holdings, LLC**, a Missouri limited liability company ("**Assignor**") and **THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY**, a municipal corporation of the State of Missouri ("**Assignee**"), whose address is 101 E. Kansas Street, Liberty, MO 64068.

WHEREAS, Assignor, by that certain Assignment And Assumption of Easement for Public Sanitary Sewer Mains recorded in Book 9468 at Page 9 in the office of the Recorder of Deeds of Clay County, Missouri, is the current beneficiary of that certain Easement for Public Sanitary Sewer Mains recorded in Book 9467 at Page 166 in the office of the Recorder of Deeds of Clay County, Missouri granted by Deborah Phillips, and individual, and Fredrick Troy Phillips, and individual (the "**Phillips Easement**"), over, upon, under, and through a portion of certain real property legally described in **Exhibit A**, attached and incorporated hereto; and

WHEREAS, Assignor is the beneficiary of that certain Easement for Public Sanitary Sewer Mains recorded in Book 9545 at Page 39 in the office of the Recorder of Deeds of Clay County, Missouri granted by Huntington Ridge, L.L.C., a Missouri limited liability company (the "**Huntington Ridge Easement**"), over, upon, under, and through a portion of certain real property legally described in **Exhibit B**, attached and incorporated hereto; and

WHEREAS, Assignor, by that certain Assignment And Assumption of Easement for Public Sanitary Sewer Mains recorded in Book 9467 at Page 167 in the office of the Recorder of Deeds of Clay County, Missouri, is the current beneficiary of that certain Easement for Public Sanitary Sewer Mains recorded in Book 9467 at Page 104 in the office of the Recorder of Deeds of Clay County, Missouri granted by A.L. FARMS, L.L.C., a Missouri limited liability company (the "**A.L. Farms Easement**"), over, upon, under, and through a portion of certain real property legally described in **Exhibit C**, attached and incorporated hereto.

The Phillips Easement, the Huntington Ridge Easement and the A.L. Farms Easement are collectively hereinafter referred to as the "**Sewer Easements**".

NOW, THEREFORE, by way of donation, and pursuant to that certain unrecorded Sanitary Sewer Extension and Cost Sharing Agreement by and between Assignor and the City of Liberty Missouri, acting through its Mayor, approved by City of Liberty, Missouri Ordinance No. 11839 on November 27, 2023, Assignor does hereby assign unto Assignee and Assignee's successors and assigns, all of Assignor's right, title, and interest in and to the Sewer Easements, and Assignee agrees to assume and be subject to all of Assignor's right, title, and interest in and to the Sewer Easements. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first above written.

[Signature pages follow]

ASSIGNOR:

Prominence Holdings, LLC,
a Missouri limited liability company

By: FD Holdings IV, LLC,
a Missouri limited liability company, Member

By: 
John R. Davis, Jr., President

STATE OF Missouri)
COUNTY OF Clay) ss.

On this 9 day of January ~~December~~, ~~2023~~ ²⁰²⁴, before me appeared John R. Davis, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of FD Holdings IV, LLC, a Missouri limited liability company, and that FD Holdings IV, LLC is the sole Member of Prominence Holdings, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of Prominence Holdings, LLC; and he acknowledged said instrument to be the free act and deed of Prominence Holdings, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: April 9 2027



EXHIBIT A

Beginning at a point in the center of a public road, said point located 343 feet South and 2019.5 feet East, (originally survey was 121 poles) of the Northwest corner of Section 25, Township 51, Range 32, west, thence South 2 1/4 degrees west a distance of 660 feet; thence North 84 degrees west a distance of 413.8 feet, thence North 0 35' East a distance of 524.2 feet; thence East a distance of 438 feet to the point of beginning, EXCEPT one fourth of an acres that is included in this inclosure that is used as a cemetery, also EXCEPT any part in road, all in Liberty, Clay County, Missouri.

EXHIBIT B

All that part of Sections 24 and 25, in Township 51, Range 32, in Clay County, Missouri, described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 24; thence South 0 degrees 01'33" East along the West line of said Quarter a distance of 2107.88 feet; thence South 89 degrees 00'55" East along the South line of a tract of land deeded to Margarette Mosbey on March 1, 1870, as recorded in Book 34, at Page 26, of the deed records of Clay County (and as said line is presently established) a distance of 2052.31 feet to a point in the center line of county road and the true point of beginning of the tract to be herein described; thence continuing South 89 degrees 00'55" East along said line a distance of 2044.77 feet to a point in the West right-of-way line of the Chicago, Burlington & Quincy Railroad; thence South 36 degrees 36'03" West along said right-of-way line, a distance of 19.69 feet to the point of a curve to the left in said right-of-way line, said curve having a radius of 1519.41 feet; thence Southwesterly along said curve a distance of 1038.21 feet to the point of tangency in said right-of-way; thence South 2 degrees 32'57" East along said right-of-way tangent a distance of 503.52 feet to a point in the center line of a creek; thence up said creek the following courses: thence North 48 degrees 12'01" West a distance of 78.56 feet; thence South 65 degrees 30'00" West, a distance of 142.0 feet; thence North 77 degrees 30'00" West, a distance of 418.0 feet; thence North 58 degrees 00'00" West, a distance of 313.0 feet; thence North 87 degrees 00'00" West, a distance of 308.0 feet; thence North 44 degrees 30'00" West, a distance of 116.0 feet; thence North 86 degrees 30'00" West, a distance of 110.0 feet; thence South 63 degrees 00'00" West, a distance of 74.0 feet to a point mentioned in a deed from Michael Arthur to Henry A. VanDyke dated August 26, 1867 and recorded in Book 28 at Page 47 in the Clay County Recorder's Office; thence South 75 degrees 00'00" West, along said VanDyke line and leaving said creek a distance of 396.0 feet to an angle point mentioned in said deed; thence North 2 degrees 15'00" East, a distance of 1309.19 feet to the true point of beginning, in Liberty, Missouri.

EXCEPT for those portions taken for right-of-way purposes as set forth in the Report of Commissioners filed: June 25, 2004, recorded in Book 4667 at Page 287, AND

EXCEPT that part conveyed to the City of Liberty, by the Quit Claim Deed recorded August 30, 2017 as Document No. 2017029839, in Book 8037 at Page 6 and more particularly described as follows: All that part of the Southeast Quarter of Section 24 and the Northeast Quarter of Section 25, Township 51 North of the Baseline, Range 32 West of the Fifth Principal Meridian, all in the City of Liberty, Clay County, Missouri, and being more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter; thence South 88°36'36" East, along the South line of said Southeast Quarter, a distance of 512.73 feet; thence North 01°23'24" East, a distance of 17.60 feet to the Point of Beginning, said point being on the Southerly right of way line of South Liberty Parkway, as previously established and being 62.79 feet right of centerline station 108+62.02; thence North 09°17'56" East, a distance of 120.00 feet to a point on the Northerly right of way line of said South Liberty Parkway and being 57.21 feet left of centerline station 108+62.02; thence South 81°51'36" East, a distance of 138.01 feet to a point 60.00 feet left of centerline station 110+00.00; thence South 80°42'00" East, a distance of 154.83 feet to a point 60.00 feet left of centerline station 111+54.83 and the beginning of a curve to the right and tangent to the last described course; thence along said curve to the right, having a radius of 3060.00 feet, for an arc distance of 195.67 feet to a point 60.00 feet left of centerline station 113+46.66+; thence South 77°02'10" East, a distance of 87.59 feet to a point on the Westerly right of way line of the Burlington Northern Santa Fe Railroad Company, said point being 60.00 feet left of centerline station 114+34.25 and being on a non-tangent curve to the left; thence along said curve to the left and the Westerly right of way line, having a chord bearing of South 18°09'26" West, a radius of 1519.41 feet, for an arc distance of 120.53 feet to a point 60.00 feet right of centerline station 114+23.35; thence North 77°02'10" West, a distance of 76.69 feet to a point 60.00 feet right of centerline station 113+46.66 and the beginning of a curve to the left and tangent to the last described course; thence along said curve to the right, having a radius of 2940.00 feet, for an arc distance of 188.00 feet to a point 60.00 feet right of centerline station 111+54.83; thence North 80°42'00" West, a distance of 154.88 feet to a point 60.00 feet right of centerline station 110+00.39; thence North 81°51'22" West, a distance of 138.01 feet to the Point of Beginning.

EXCEPT THAT PORTION OF THE PARCEL HEREIN DESCRIBED NOW LYING NORTH OF THE RIGHT-OF-WAY OF SOUTH LIBERTY PARKWAY AS CURRENTLY ESTABLISHED.

EXHIBIT C

A part of the S.W. 1/4 of Section 24, Township 51, Range 32, and a part of the N.W. 1/4 of Section 25 in said Township and Range, and described as follows: BEGINNING at the N.W. corner of Section 25 aforesaid, thence South along the section line a distance of 343 feet, thence North 88° 19" East (this bearing taken from a survey by E. H. Owens for C. M. Hall, October 30, 1941) a distance of 2,035 feet to a point in the center line of a county road (60 feet in width) thence Northerly along the center line of said road a distance of 1,340 feet to a point in the South line of a lane leading West; thence West along the South line of said lane a distance of 1,570.1 feet; thence South a distance of 505 feet; thence West a distance of 481.5 feet; thence South a distance of 495 feet to the point of beginning, in Liberty, Missouri;

EXCEPT for those portions taken for right-of-way purposes as set forth in the Report of Commissioners filed: June 25, 2004, recorded in Book 4667 at Page 287, AND

EXCEPT THAT PORTION OF THE PARCEL HEREIN DESCRIBED NOW LYING NORTH OF THE RIGHT-OF-WAY OF SOUTH LIBERTY PARKWAY AS CURRENTLY ESTABLISHED.

Web Copy

Recorded in Clay County, Missouri

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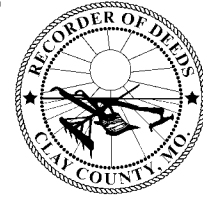
Book: 9467

Page: 167

Instrument Type: AS

Page Count: 5

Recording Fee: \$36.00 S



Electronically Recorded

Katee Porter, Recorder

ASSIGNMENT AND ASSUMPTION OF EASEMENT FOR PUBLIC SANITARY SEWER MAINS

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT FOR PUBLIC SANITARY SEWER MAINS (this "**Assignment**"), made as of the 13th day of October, 2022, by and between **Foresight Real Estate Services, LLC**, a Missouri limited liability company ("**GRANTOR**") and **Prominence Holdings, LLC**, a Missouri limited liability company ("**GRANTEE**"), whose address is 2089 Red Oak Lane, Liberty, MO 64068.

WHEREAS, Assignor is the beneficiary of that certain Easement for Public Sanitary Sewer Mains recorded in Book 9467 at Page 104 in the office of the Recorder of Deeds of Clay County, Missouri ("**Easement**") granted by A.L. FARMS, L.L.C., a Missouri limited liability company, over, upon, under, and through a portion of certain real property legally described in **Exhibit A**, attached and incorporated hereto, and as more accurately depicted on **Exhibit B**, attached and incorporated hereto.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee and Assignee's successors and assigns, all of Assignor's right, title, and interest in and to the Easement and Assignee agrees to assume and be subject to all of Assignor's right, title, and interest in and to the Easement. The Assignor's rights under the Easement are hereby made without any representation, warranty, or covenant whatsoever of ownership, condition, sufficiency, utility, value, or any other matter relating to or respecting the Easement. Assignee agrees to indemnify and hold Assignor harmless for any and all losses, damages, obligations, or expenses (including reasonable attorneys' fees) incurred by Assignor that are related to the Easement and occur after the date hereof. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature page follows]

Katee Porter, Recorder of Deeds

Web Copy

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first above written.

ASSIGNOR:

Foresight Real Estate Services, LLC,
a Missouri limited liability company

By: 
John R. Davis, Jr., Sole Member

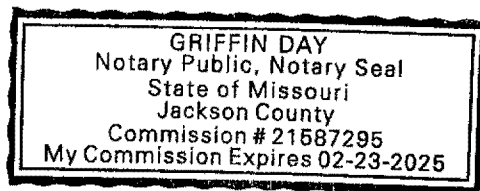
STATE OF MO)
COUNTY OF CLAY) ss.

On this 18 day of October, 2022, before me appeared John R. Davis, Jr., to me personally known, who, being by me duly sworn, did say that he is the Sole Member of Foresight Real Estate Services, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company; and he acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: 2-23-2025

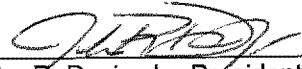


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ASSIGNEE:

Prominence Holdings, LLC,
a Missouri limited liability company

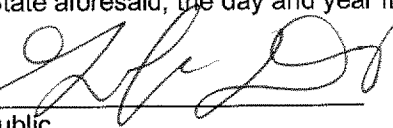
By: FD Holdings IV, LLC,
a Missouri limited liability company, Member

By: 
John R. Davis, Jr., President

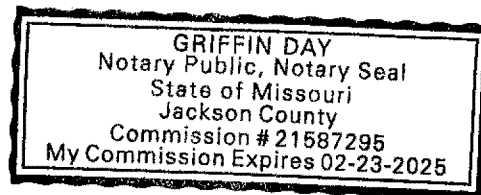
STATE OF MO)
COUNTY OF CLAY) ss.

On this 18 day of October, 2022, before me appeared John R. Davis, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of FD Holdings IV, LLC, a Missouri limited liability company, and that FD Holdings IV, LLC is a Member of Prominence Holdings, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of Prominence Holdings, LLC; and he acknowledged said instrument to be the free act and deed of Prominence Holdings, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: 2-23-2025



Web Copy

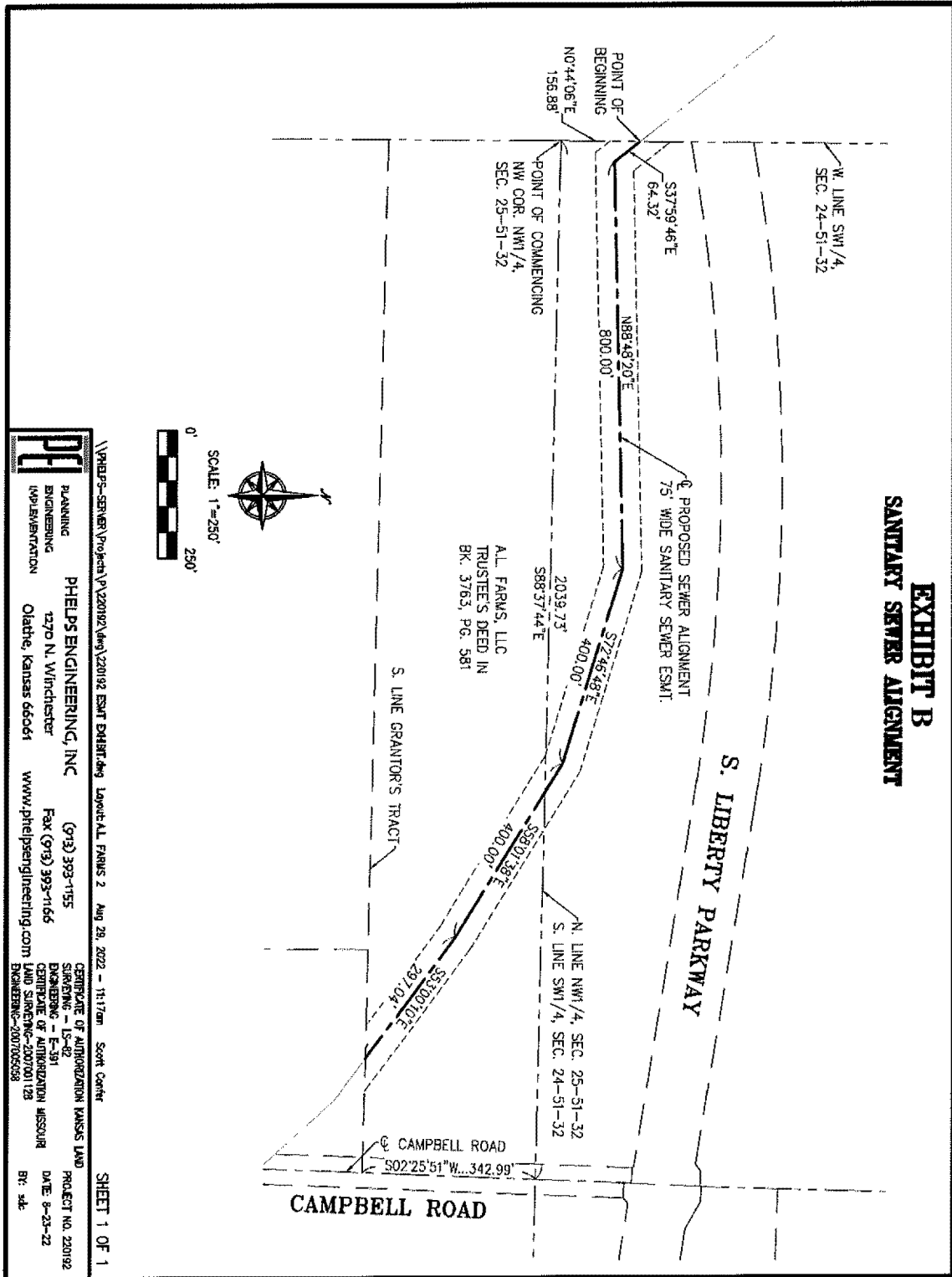
EXHIBIT A

A part of the S.W. 1/4 of Section 24, Township 51, Range 32, and a part of the N.W. 1/4 of Section 25 in said Township and Range, and described as follows: BEGINNING at the N.W. corner of Section 25 aforesaid, thence South along the section line a distance of 343 feet, thence North 88° 19" East (this bearing taken from a survey by E. H. Owens for C. M. Hall, October 30, 1941) a distance of 2,035 feet to a point in the center line of a county road (60 feet in width) thence Northerly along the center line of said road a distance of 1,340 feet to a point in the South line of a lane leading West; thence West along the South line of said lane a distance of 1,570.1 feet; thence South a distance of 505 feet; thence West a distance of 481.5 feet; thence South a distance of 495 feet to the point of beginning, in Liberty, Missouri;

EXCEPT for those portions taken for right-of-way purposes as set forth in the Report of Commissioners filed: June 25, 2004, recorded in Book 4667 at Page 287, AND

EXCEPT THAT PORTION OF THE PARCEL HEREIN DESCRIBED NOW LYING NORTH OF THE RIGHT-OF-WAY OF SOUTH LIBERTY PARKWAY AS CURRENTLY ESTABLISHED.

EXHIBIT B



Web Copy

Recorded in Clay County, Missouri

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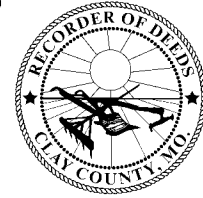
Book: 9468

Page: 9

Instrument Type: ASSN

Page Count: 5

Recording Fee: \$36.00 S



Electronically Recorded

Katee Porter, Recorder

ASSIGNMENT AND ASSUMPTION OF EASEMENT FOR PUBLIC SANITARY SEWER MAINS

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT FOR PUBLIC SANITARY SEWER MAINS (this "**Assignment**"), made as of the 18TH day of October, 2022, by and between **Foresight Real Estate Services, LLC**, a Missouri limited liability company ("**GRANTOR**") and **Prominence Holdings, LLC**, a Missouri limited liability company ("**GRANTEE**"), whose address is 2089 Red Oak Lane, Liberty, MO 64068.

WHEREAS, Assignor is the beneficiary of that certain Easement for Public Sanitary Sewer Mains recorded in Book 9467 at Page 166 in the office of the Recorder of Deeds of Clay County, Missouri ("**Easement**") granted by Deborah Phillips, an individual, and Fredrick Troy Phillips, an individual, over, upon, under, and through a portion of certain real property legally described in **Exhibit A**, attached and incorporated hereto, and as more accurately depicted on **Exhibit B**, attached and incorporated hereto.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee and Assignee's successors and assigns, all of Assignor's right, title, and interest in and to the Easement and Assignee agrees to assume and be subject to all of Assignor's right, title, and interest in and to the Easement. The Assignor's rights under the Easement are hereby made without any representation, warranty, or covenant whatsoever of ownership, condition, sufficiency, utility, value, or any other matter relating to or respecting the Easement. Assignee agrees to indemnify and hold Assignor harmless for any and all losses, damages, obligations, or expenses (including reasonable attorneys' fees) incurred by Assignor that are related to the Easement and occur after the date hereof. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature page follows]

Katee Porter, Recorder of Deeds

Web Copy

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first above written.

ASSIGNOR:

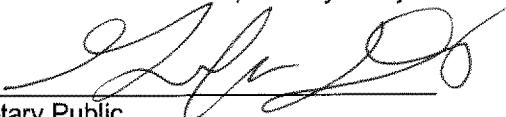
Foresight Real Estate Services, LLC,
a Missouri limited liability company

By: 
John R. Davis, Jr., Sole Member

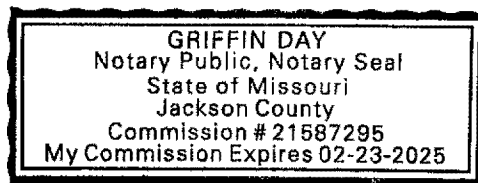
STATE OF MO)
COUNTY OF CLAY) ss.

On this 18 day of October, 2022, before me appeared John R. Davis, Jr., to me personally known, who, being by me duly sworn, did say that he is the Sole Member of Foresight Real Estate Services, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company; and he acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: 2-23-2025

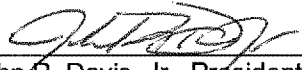


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ASSIGNEE:

Prominence Holdings, LLC,
a Missouri limited liability company

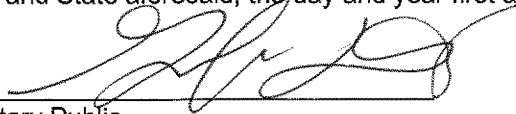
By: FD Holdings IV, LLC,
a Missouri limited liability company, Member

By: 
John R. Davis, Jr., President

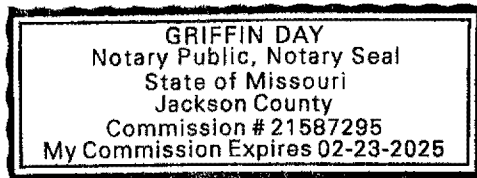
STATE OF MO)
COUNTY OF CLAY) ss.

On this 18 day of October, 2022, before me appeared John R. Davis, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of FD Holdings IV, LLC, a Missouri limited liability company, and that FD Holdings IV, LLC is a Member of Prominence Holdings, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of Prominence Holdings, LLC; and he acknowledged said instrument to be the free act and deed of Prominence Holdings, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: 2-23-2025

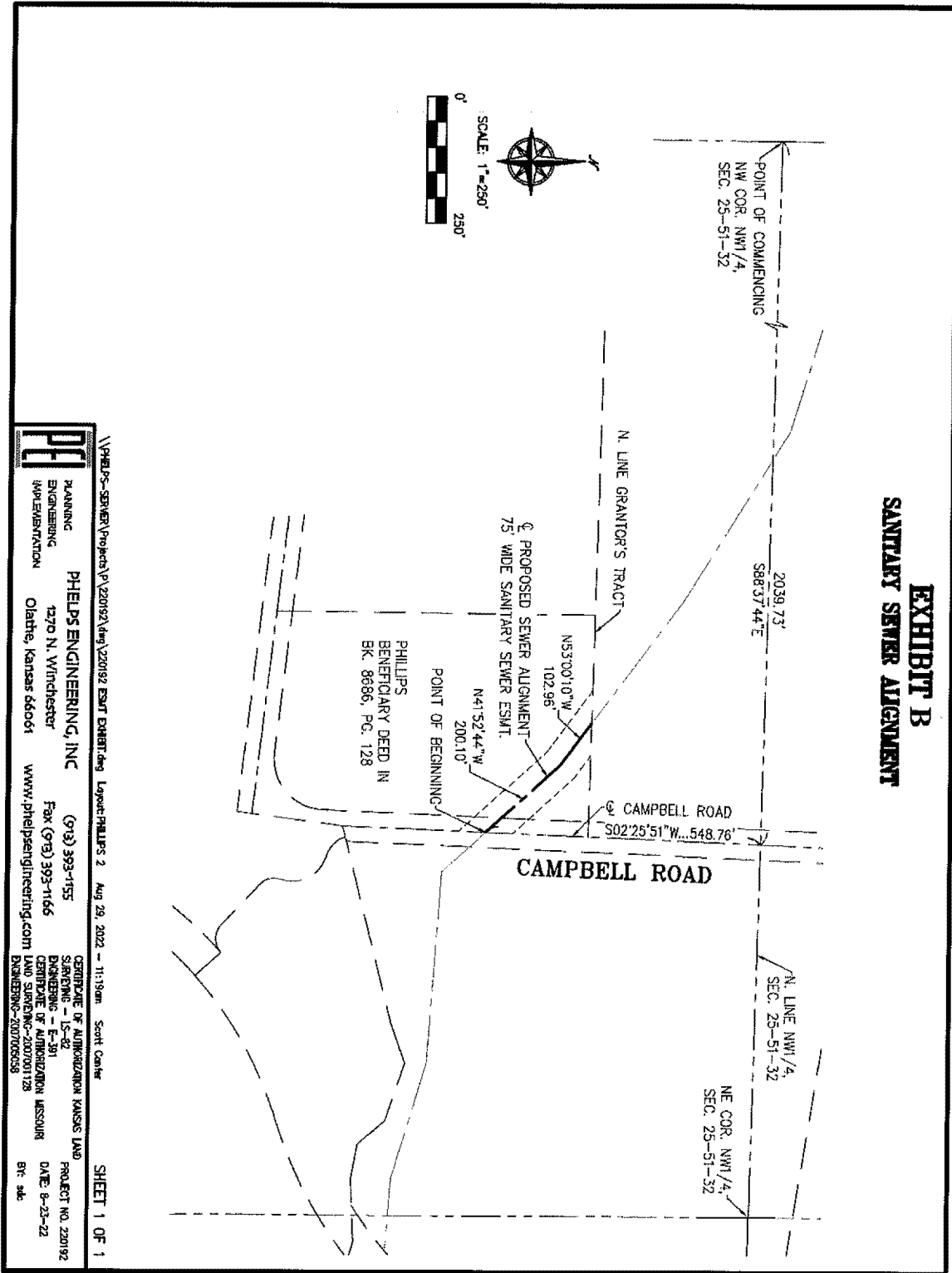


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EXHIBIT A

Beginning at a point in the center of a public road, said point located 343 feet South and 2019.5 feet East, (originally survey was 121 poles) of the Northwest corner of Section 25, Township 51, Range 32, west, thence South 2 1/4 degrees west a distance of 660 feet; thence North 84 degrees west a distance of 413.8 feet, thence North 0 35' East a distance of 524.2 feet; thence East a distance of 438 feet to the point of beginning, EXCEPT one fourth of an acres that is included in this inclosure that is used as a cemetery, also EXCEPT any part in road, all in Liberty, Clay County, Missouri.

Exhibit B





Recording Date/Time: 04/13/2023 at 10:41:59 AM

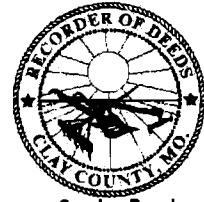
Instr #: 2023008288

Book: 9545 Page: 39

Type: EASE

Pages: 8

Fee: \$45.00 S 20230007188

Sandra Brock
Recorder of DeedsEASEMENT FOR PUBLIC SANITARY SEWER MAINSSEC 25 T 51N R 32W

THIS AGREEMENT is made this 5TH day of April, 2023, by and between: Huntington Ridge, L.L.C., a Missouri limited liability company, **GRANTOR**, and Prominence Holdings, LLC, a Missouri limited liability company, **GRANTEE**. **GRANTEE'S mailing address 2089 Red Oak Lane, Liberty, MO 64068.**

WHEREAS, Grantor and Grantee entered into that certain Easement for Public Sanitary Sewer Mains on September 11, 2022, recorded October 19, 2022 in in Book 9467 at Page 105 with the Recorder of Deeds, Clay County, Missouri ("Original Agreement");

WHEREAS, it is the intention of Grantor and Grantee that this Agreement replaces, restates, amends, and supersedes the Original Agreement;

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and for other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged), does hereby grant, and convey, without warranty, unto **GRANTEE**, subject to matters of record and the existing rights of others affecting the rights and easement granted hereunder, if any, a non-exclusive permanent easement to locate, construct, reconstruct, maintain, remove, operate, replace and repair a public utility sanitary sewer, structure, conduit, and any and all appurtenances incident thereto over, upon, under, and through the tract owned by GRANTOR in said City of Liberty, Clay County, Missouri, legally described in Exhibit A attached hereto ("Grantor's Tract"). The sanitary sewer easement hereby granted is thirty-seven and one-half (37.5) feet on each side of the proposed centerline of the sanitary sewer as identified and depicted in Exhibit B attached hereto, and terminates at the property lines of Grantor's Tract.

Upon construction, completion and acceptance of such sanitary sewer main by Grantee or the City of Liberty, Missouri, the easement hereby granted will automatically, and without further action, reduce to a width of fifteen (15) feet on each side of the centerline of the sanitary sewer as constructed over, upon, under and through Grantor's Tract. Neither the grant of the initial 75 foot wide easement nor the reduced 30 foot wide easement shall be construed as creating any secondary easement for Grantee over any other portion of Grantor's Tract to access the sanitary sewer main.

Web Copy

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns, the **GRANTOR** hereby covenanting unto the **GRANTEE**, its successors and assigns as follows:

1. **GRANTEE** shall be fully permitted to assign this Agreement, on one or more occasions, to an affiliate of Grantee, or to THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI without obtaining the consent of **GRANTOR**; provided, however, **GRANTEE** and any such assignee shall enter into a recordable instrument properly assigning this Agreement subject to the terms and conditions of this Agreement and shall provide a copy of the same to Grantor.

2. Said easement tract will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, curbs, street lights, signs, landscaping, drainage facilities, whether paved or otherwise surfaced, overhead utility lines or wires, sprinkler systems, fiber optics, other easements, fence crossings, other non-conflicting pipes or any facilities or utilities or appurtenances thereto relative to utilities or services designed to be extended to or to serve Grantor's property lying on either side of the permanent easements described above, including, but not limited to, underground sleeves or conduit or casings benefitting Grantor and the extension of utilities or services to Grantor's property lying on either side of the permanent easements described above) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing, and maintaining such utility mains and appurtenances; and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will materially reduce or materially increase the earth coverage in such manner and to such extent so as to materially interfere with or jeopardize or threaten the normal and proper operation and maintenance of such utility mains and appurtenances.

3. After construction of the public mains in the permanent easement areas, Grantee shall have no right to use the surface of the permanent easement areas except for the right of **GRANTEE**, its agents, servants, employees, or independent contractors to go upon said land at any time to excavate or perform other operations for the purpose of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said utility mains and all appurtenances incidental thereto.

4. The **GRANTEE**, its successors and assigns, shall be kept free of all claims for damages to trees, shrubs and all other things on said described area by reason of the rights herein conveyed by **GRANTOR**, and the **GRANTOR** does hereby covenant with the **GRANTEE** that **GRANTOR** is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that except as provided elsewhere in this document **GRANTOR** will forever warrant and defend the title thereto against the lawful claims of all persons claiming by, through or under Grantor, but none other, affecting the rights and easement granted hereunder.

As a part of the consideration for this grant, the **GRANTOR** does hereby release **GRANTEE**, its agents, servants, employees, or independent contractors from any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted except any damage caused by an act of negligence on the part of the Grantee and/or Grantee's agents, servants, employees or independent contractors.

5. For the same consideration, **GRANTEE** shall have the right at all times to go upon

Web Copy

the land herein described to locate, construct, reconstruct, maintain, remove, operate, replace and repair such sanitary sewer mains, structures, conduits, and any and all appurtenances incident thereto.

6. In exercise of its rights hereunder, **GRANTEE** shall use then existing streets, roads, driveways and lanes whenever practicable; repair and restore then existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land or personal property on each entry.

In addition, in exercise of its rights hereunder **GRANTEE** will ensure that prior to entering onto the permanent easement areas that **GRANTEE** and Grantee's Agents and other such parties who assist with the construction, maintenance or use of the permanent easement areas are covered under the terms of insurance policies. Grantee shall obtain, or cause Grantee's general contractor or Grantee's Agents to obtain, and maintain in full force and effect during any time that **GRANTEE** or Grantee's Agents are in or on the permanent easement areas a policy of comprehensive general liability insurance listing Huntington Ridge, LLC as a named insured and loss payee with limits of liability of not less than One Million Dollars; and shall prior to commencement of construction provide a certificate of insurance to Huntington Ridge, LLC naming Huntington Ridge, LLC as a certificate holder and loss payee, which certificate shall provide that Huntington Ridge, LLC shall receive at least 30 days prior written notice of cancellation or nonrenewal of such insurance.

Furthermore, **GRANTEE** hereby agrees to indemnify, defend and hold harmless **GRANTOR** and its employees, contractors, subcontractors, affiliates and associates from and against all claims, damages, losses, injuries, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of, or connected with Grantee's use of the permanent easement areas; provided, however Grantee's obligations hereunder shall not apply to those claims which may arise from Grantor's gross negligence.

GRANTEE and/or Grantee's Agents are solely responsible for all costs associated with any work done in the permanent easement areas by Grantee and shall promptly pay when due without penalties or interest all claims for labor, materials, or construction services by contractors, subcontractors, laborers, or supplies in connection with the work done in the permanent easement areas and **GRANTEE** shall hold Huntington Ridge, LLC harmless from any mechanic's liens filed on or against Grantor's Tract and/or the permanent easement areas by any contractors, laborers or suppliers.

GRANTEE shall upon completion of such construction, maintenance or repair, cause the land of Grantor to be restored to the same or better condition that existed prior to the Grantee's entry upon it; notwithstanding the foregoing, Grantor agrees that Grantee shall have no obligation to replace any trees removed within the easement herein granted, but Grantee shall be obligated to plant new trees if, and only if, required by the City of Liberty in conjunction with permitting the construction of the sanitary sewer main contemplated herein.

Except for the rights, privileges, benefits and easement granted herein, Grantor hereby reserves all its right, title and interest in and to the property interests incident to the fee simple estate thereof and for any and all purposes not inconsistent with Grantee's permanent easement right as expressly permitted herein.

The parties have the power to execute and deliver this Agreement and to perform the obligations hereunder and that each signatory hereto has been duly authorized by all requisite

Sandra Brock, Recorder of Deeds

Web Copy

action, to execute and deliver this Agreement and to perform the obligations hereunder. The parties have read this Agreement and fully understand it and execute it with full knowledge of its content and meaning.

To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of the parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Grantee's use of the permanent easement areas shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction. Notwithstanding anything to the contrary elsewhere in this Agreement, Grantee is solely responsible for obtaining any other necessary consents, permissions or authorizations from any other person or entity or easement holders, if any, before commencing work. All work done by Grantee on Grantor's Tract to be done in a good and workmanlike condition. The permanent easement areas shall be left by Grantee in a clean and good condition, with all debris removed therefrom and all trenches filled. No construction activities of Grantee shall result in increased water runoff or drainage or result in erosion on the remainder of Grantor's Tract.

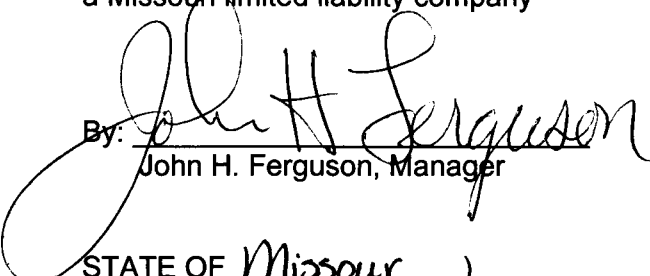
Grantee accepts the permanent easement areas and all aspects thereof in "as is" "where is" condition and "with all faults" including, but not limited to both latent and patent defects.

[Signature page follows]

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IN TESTIMONY WHEREOF, the said **PARTIES** have set hand and seal the day and year first above written.

Huntington Ridge, L.L.C.,
a Missouri limited liability company

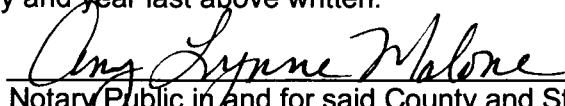
By: 

John H. Ferguson, Manager

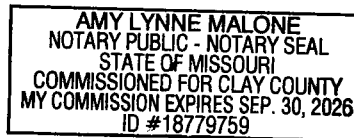
STATE OF Missouri)
COUNTY OF Clay)SS

On this 5th day of April, 2023 before me, personally appeared John H. Ferguson, to me personally known, and who being by me duly sworn, did say that he is a Manager of Huntington Ridge, L.L.C., a Missouri limited liability company, and that the instrument was signed on behalf of said company and he acknowledged said instrument to be the free act and deed of said company.

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


Notary Public in and for said County and State

My term expires: 09/30/2024



Sandra Brock, Recorder of Deeds

Web Copy

Prominence Holdings, LLC
a Missouri limited liability company

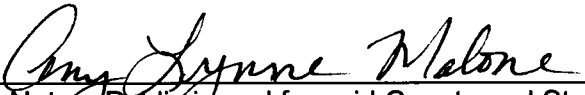
By: FD Holdings IV, LLC, a Missouri limited liability company
Sole Member

By: 
John R. Davis, Jr., President

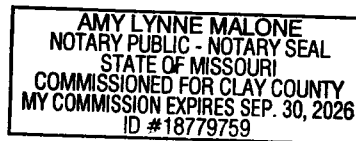
STATE OF Missouri)
COUNTY OF Clay)SS

On this 5th day of April, 2023 before me, personally appeared John R. Davis, Jr., to me personally known, and who being by me duly sworn, did say that he is President and Authorized Member of FD Holdings IV, LLC, a Missouri limited liability company, being the Sole Member of FD Holdings IV, LLC, a Missouri limited liability company, and that the instrument was signed on behalf of said company and he acknowledged said instrument to be the free act and deed of said company.

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


Notary Public in and for said County and State

My term expires: 09/30/2024



Sandra Brock, Recorder of Deeds

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Exhibit A

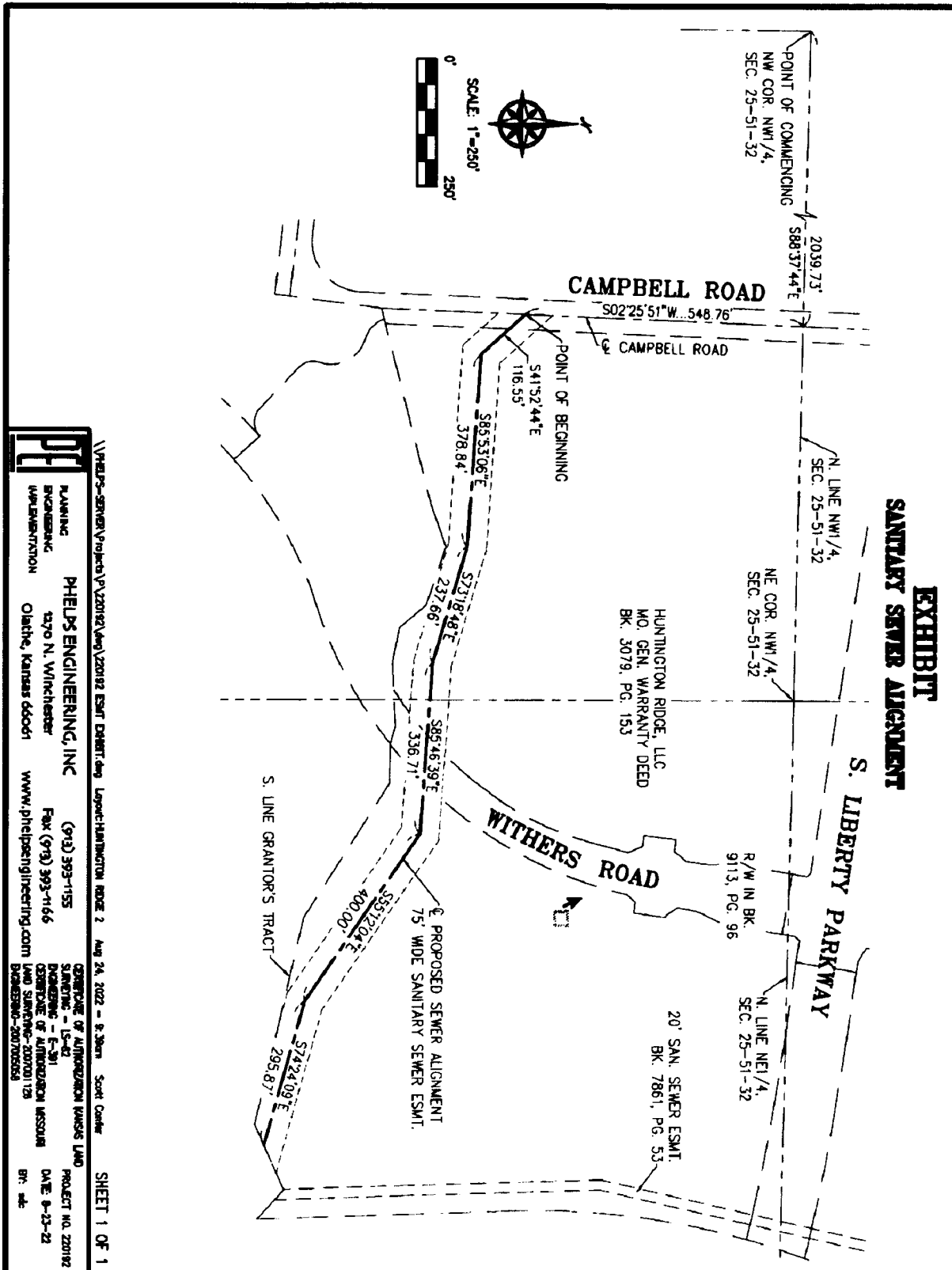
All that part of Sections 24 and 25, in Township 51, Range 32, in Clay County, Missouri, described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 24; thence South 0 degrees 01'33" East along the West line of said Quarter a distance of 2107.88 feet; thence South 89 degrees 00'55" East along the South line of a tract of land deeded to Margarette Mosbey on March 1, 1870, as recorded in Book 34, at Page 26, of the deed records of Clay County (and as said line is presently established) a distance of 2052.31 feet to a point in the center line of county road and the true point of beginning of the tract to be herein described; thence continuing South 89 degrees 00'55" East along said line a distance of 2044.77 feet to a point in the West right-of-way line of the Chicago, Burlington & Quincy Railroad; thence South 36 degrees 36'03" West along said right-of-way line, a distance of 19.89 feet to the point of a curve to the left in said right-of-way line, said curve having a radius of 1519.41 feet; thence Southwesterly along said curve a distance of 1038.21 feet to the point of tangency in said right-of-way; thence South 2 degrees 32'57" East along said right-of-way tangent a distance of 503.52 feet to a point in the center line of a creek; thence up said creek the following courses: thence North 48 degrees 12'01" West a distance of 78.56 feet; thence South 65 degrees 30'00" West, a distance of 142.0 feet; thence North 77 degrees 30'00" West, a distance of 418.0 feet; thence North 58 degrees 00'00" West, a distance of 313.0 feet; thence North 87 degrees 00'00" West, a distance of 308.0 feet; thence North 44 degrees 30'00" West, a distance of 116.0 feet; thence North 86 degrees 30'00" West, a distance of 110.0 feet; thence South 63 degrees 00'00" West, a distance of 74.0 feet to a point mentioned in a deed from Michael Arthur to Henry A. VanDyke dated August 26, 1867 and recorded in Book 28 at Page 47 in the Clay County Recorder's Office; thence South 75 degrees 00'00" West, along said VanDyke line and leaving said creek a distance of 396.0 feet to an angle point mentioned in said deed; thence North 2 degrees 15'00" East, a distance of 1309.19 feet to the true point of beginning, in Liberty, Missouri.

EXCEPT for those portions taken for right-of-way purposes as set forth in the Report of Commissioners filed: June 25, 2004, recorded in Book 4667 at Page 287, AND

EXCEPT that part conveyed to the City of Liberty, by the Quit Claim Deed recorded August 30, 2017 as Document No. 2017029839, in Book 8037 at Page 6 and more particularly described as follows:
All that part of the Southeast Quarter of Section 24 and the Northeast Quarter of Section 25, Township 51 North of the Baseline, Range 32 West of the Fifth Principal Meridian, all in the City of Liberty, Clay County, Missouri, and being more particularly described as follows:
Commencing at the Southwest corner of said Southeast Quarter; thence South 88°36'36" East, along the South line of said Southeast Quarter, a distance of 512.73 feet; thence North 01°23'24" East, a distance of 17.60 feet to the Point of Beginning, said point being on the Southerly right of way line of South Liberty Parkway, as previously established and being 62.79 feet right of centerline station 108+62.02; thence North 09°17'56" East, a distance of 120.00 feet to a point on the Northerly right of way line of said South Liberty Parkway and being 57.21 feet left of centerline station 108+62.02; thence South 81°51'36" East, a distance of 138.01 feet to a point 60.00 feet left of centerline station 110+00.00; thence South 80°42'00" East, a distance of 154.83 feet to a point 60.00 feet left of centerline station 111+54.83 and the beginning of a curve to the right and tangent to the last described course; thence along said curve to the right, having a radius of 3060.00 feet, for an arc distance of 195.67 feet to a point 60.00 feet left of centerline station 113+46.66+; thence South 77°02'10" East, a distance of 87.59 feet to a point on the Westerly right of way line of the Burlington Northern Santa Fe Railroad Company, said point being 60.00 feet left of centerline station 114+34.25 and being on a non-tangent curve to the left; thence along said curve to the left and the Westerly right of way line, having a chord bearing of South 18°09'26" West, a radius of 1519.41 feet, for an arc distance of 120.53 feet to a point 60.00 feet right of centerline station 114+23.35; thence North 77°02'10" West, a distance of 76.69 feet to a point 60.00 feet right of centerline station 113+46.66 and the beginning of a curve to the left and tangent to the last described course; thence along said curve to the right, having a radius of 2940.00 feet, for an arc distance of 188.00 feet to a point 60.00 feet right of centerline station 111+54.83; thence North 80°42'00" West, a distance of 154.88 feet to a point 60.00 feet right of centerline station 110+00.39; thence North 81°51'22" West, a distance of 138.01 feet to the Point of Beginning.

EXCEPT THAT PORTION OF THE PARCEL HEREIN DESCRIBED NOW LYING NORTH OF THE RIGHT-OF-WAY OF SOUTH LIBERTY PARKWAY AS CURRENTLY ESTABLISHED.

Exhibit B



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Recording Date/Time: 08/17/2023 at 12:58:18 PM

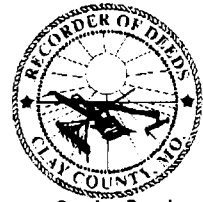
Book: 9613 Page: 21

Instr #: 2023020111

Pages: 7

Fee: \$42.00 S 20230017978

781 LOGISTICS PARK

Sandra Brock
Recorder of DeedsEASEMENT FOR SANITARY SEWER

SEC 25 T 51N R 32W

THIS AGREEMENT, made this 15th day of June, 2023, by and between: Deborah Phillips, a single person, and Fredrick Troy Phillips, a married person, **GRANTOR**, and 781 Logistics Park, LLC, a Missouri limited liability company, **GRANTEE**, **GRANTEE'S** mailing address **2089 Red Oak Lane, Liberty, MO 64068**.

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged), does hereby grant, and convey, without warranty, unto **GRANTEE**, subject to matters of record and the existing rights of others affecting the rights and easement granted hereunder, if any, a non-exclusive permanent easement (hereinafter the "Easement") and right-of-way to locate, construct, reconstruct, maintain, remove, operate, replace and repair a public or private utility sanitary sewer ("Sewer Improvements"), structure, conduit, and any and all appurtenances incident thereto over, upon, under, and through the tract owned by GRANTOR in said City of Liberty, Clay County, Missouri, legally described in Exhibit A attached hereto ("Grantor's Tract"). The sanitary sewer easement hereby granted is identified and depicted in Exhibit B attached hereto.

Grantor further hereby grants and conveys for the benefit of Grantee, and its agents, employees, contractors, designees (collectively, the "Permittees"), successors and assigns, a nonexclusive temporary construction easement (the "Temporary Construction Easement") over upon and through the Sewer Easement Area as identified and depicted on Exhibit C attached hereto and incorporated herein (referred to herein as the "**Temporary Construction Easement Area**") for (i) the purpose of constructing within the Sewer Easement Area all Sewer Improvements, (ii) access by construction personnel for the purpose of engaging in construction activities related to Grantee's construction of the Sewer Improvements, and (iii) any other uses or purposes reasonably necessary, in Grantee's reasonable discretion, for the completion of Grantee's construction of the Sewer Improvements. Grantee shall diligently proceed with the Sewer Improvements in a good, workmanlike and lien-free manner and in compliance with applicable laws, regulations, codes, rules, and specifications of any governmental or quasi-governmental entities. Grantee shall not use explosive devices to excavate within the Sewer Easement Area without the prior written consent of Grantor, which consent shall not be unreasonably withheld. At the conclusion of construction of the Sewer Improvements, Grantee shall repair or cause to be repaired, at its sole cost and expense, any and all damage to the Grantor Parcel directly caused by or as a direct result of the construction activities contemplated hereunder, including but not limited to the hydroseeding of any interrupted ground, the repaving of any drives or roads and restoring the Easement Area and the Temporary Construction Easement Area to substantially the same condition as it existed at the commencement of construction

The Temporary Construction Easement shall automatically terminate effective as of that date (the "Termination Date") that is two (2) years after the full and final completion of the Sewer

781 Logistics Park
2089 Red Oak Lane
Liberty, MO 64068

Sandra Brock, Recorder of Deeds

Web Copy

Improvements. Following the Termination Date, Grantee shall execute and record, in the office of the Recorder of Deeds for Clay County, Missouri a written agreement confirming that this Temporary Construction Easement has terminated and confirming the Termination Date.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns, the **GRANTOR** hereby covenanting unto the **GRANTEE**, its successors and assigns as follows:

1. **GRANTEE** shall be fully permitted to assign this Agreement, on one or more occasions, to an affiliate of Grantee, or to THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI without obtaining the consent of **GRANTOR**; provided, however, **GRANTEE** and any such assignee shall enter into a recordable instrument properly assigning this Agreement.

2. Said easement tract will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement or curbs or any currently existing building structures) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing and maintaining such sanitary sewer mains, structures, conduits and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with or jeopardize or threaten the normal and proper operation and maintenance of such sanitary sewer mains, structures, conduits and appurtenances.

3. The right of **GRANTEE**, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sanitary sewer mains, structures, conduits and all appurtenances incidental thereto.

4. Each party hereby agrees to indemnify, defend and hold the other party and their respective affiliates and subsidiaries, and their respective officers, directors, employees, agents, and contractors (each, an "**Indemnified Party**") harmless from any and all losses, damages, liabilities and expenses (including, without limitation court costs and reasonable attorneys' fees) which arise from any third party claims, suits, and/or actions (hereinafter, collectively, "**Claims**") in connection with (i) the exercise of rights by the other party within the Sewer Easement Area; and/or (ii) the performance or non-performance of the other party's obligations hereunder, except for any and all Claims caused by or arising from the actions, negligence or willful misconduct of such Indemnified Party.

5. For the same consideration, **GRANTEE** shall have the right at all times to go upon the land herein described to locate, construct, reconstruct, maintain, remove, operate, replace and repair such sanitary sewer mains, structures, conduits, and any and all appurtenances incident thereto Provided, That, after each such entry upon the land of Grantor, Grantee shall restore the land to it condition prior to such entry

6. In exercise of its rights hereunder, **GRANTEE** shall use then existing streets, roads, driveways and lanes whenever practicable; repair and restore then existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land or personal property on each entry.

Sandra Brock, Recorder of Deeds

Web Copy

7. If the Sewer Improvements are constructed as a public utility sanitary sewer main, then the Grantor shall have the irrevocable right to connect to the Sewer Improvements subject to compliance with the laws of the State of Missouri and the City of Liberty.

[Signature page follows]

Web Copy

IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.


Deborah Phillips


Fredrick Troy Phillips

STATE OF Missouri)
COUNTY OF Clay)SS

On this 15 day of June, 2023 before me, personally appeared Deborah Phillips, an individual, and Fredrick Troy Phillips, an individual, to me personally known to be the persons described herein and who executed the foregoing instrument; and acknowledged that they executed the same as their free act and deed.

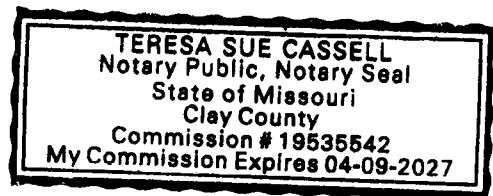
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City the day and year last above written.

Notary Public in and for said County and State

My term expires:

4-9-2027





Sandra Brock, Recorder of Deeds

Web Copy

Exhibit A

Beginning at a point in the center of a public road, said point located 343 feet South and 2019.5 feet East, (originally survey was 121 poles) of the Northwest corner of Section 25, Township 51, Range 32, west, thence South 2 1/4 degrees west a distance of 660 feet; thence North 84 degrees west a distance of 413.8 feet, thence North 0 35' East a distance of 524.2 feet; thence East a distance of 438 feet to the point of beginning, EXCEPT one fourth of an acres that is included in this enclosure that is used as a cemetery, also EXCEPT any part in road, all in Liberty, Clay County, Missouri.

Exhibit B

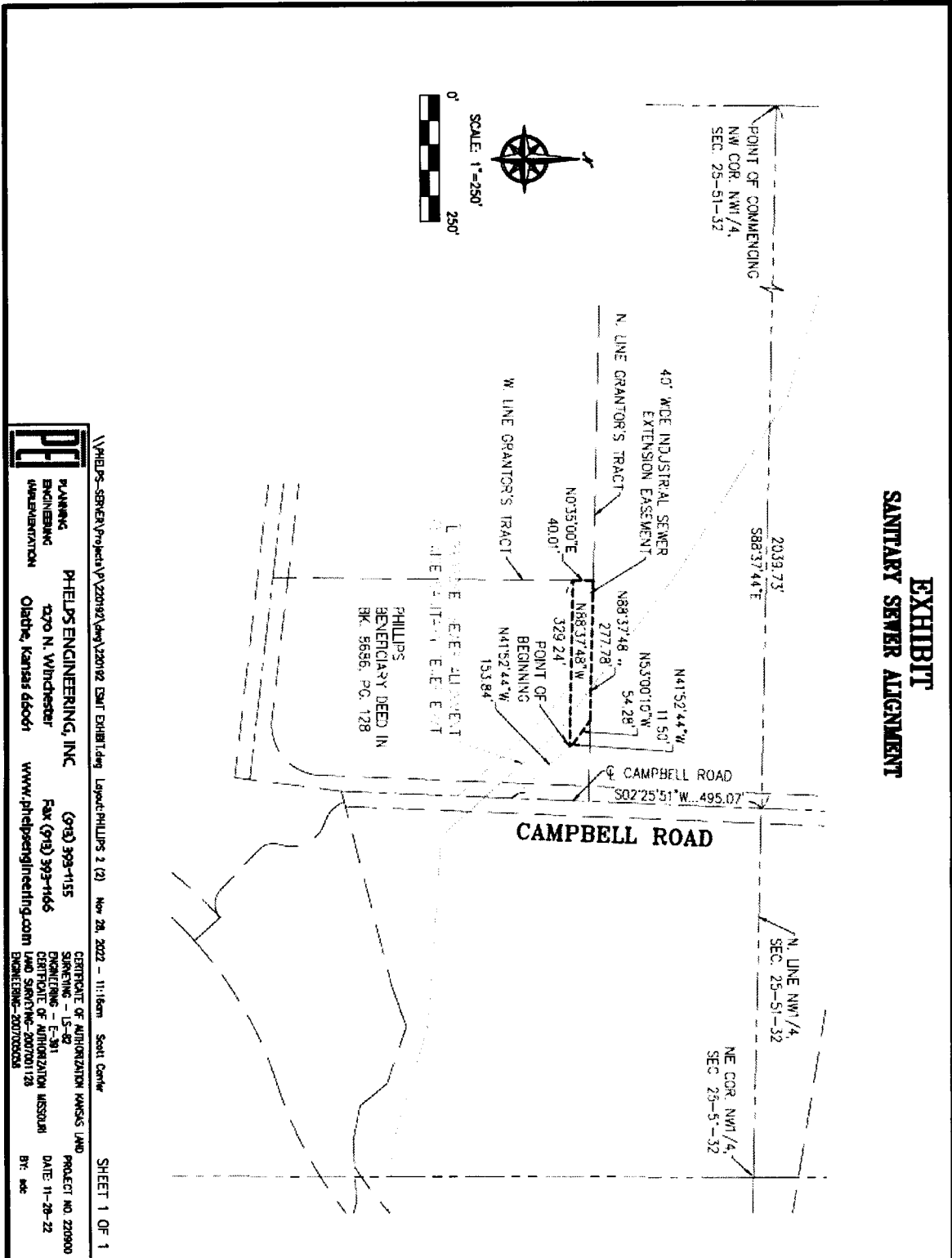
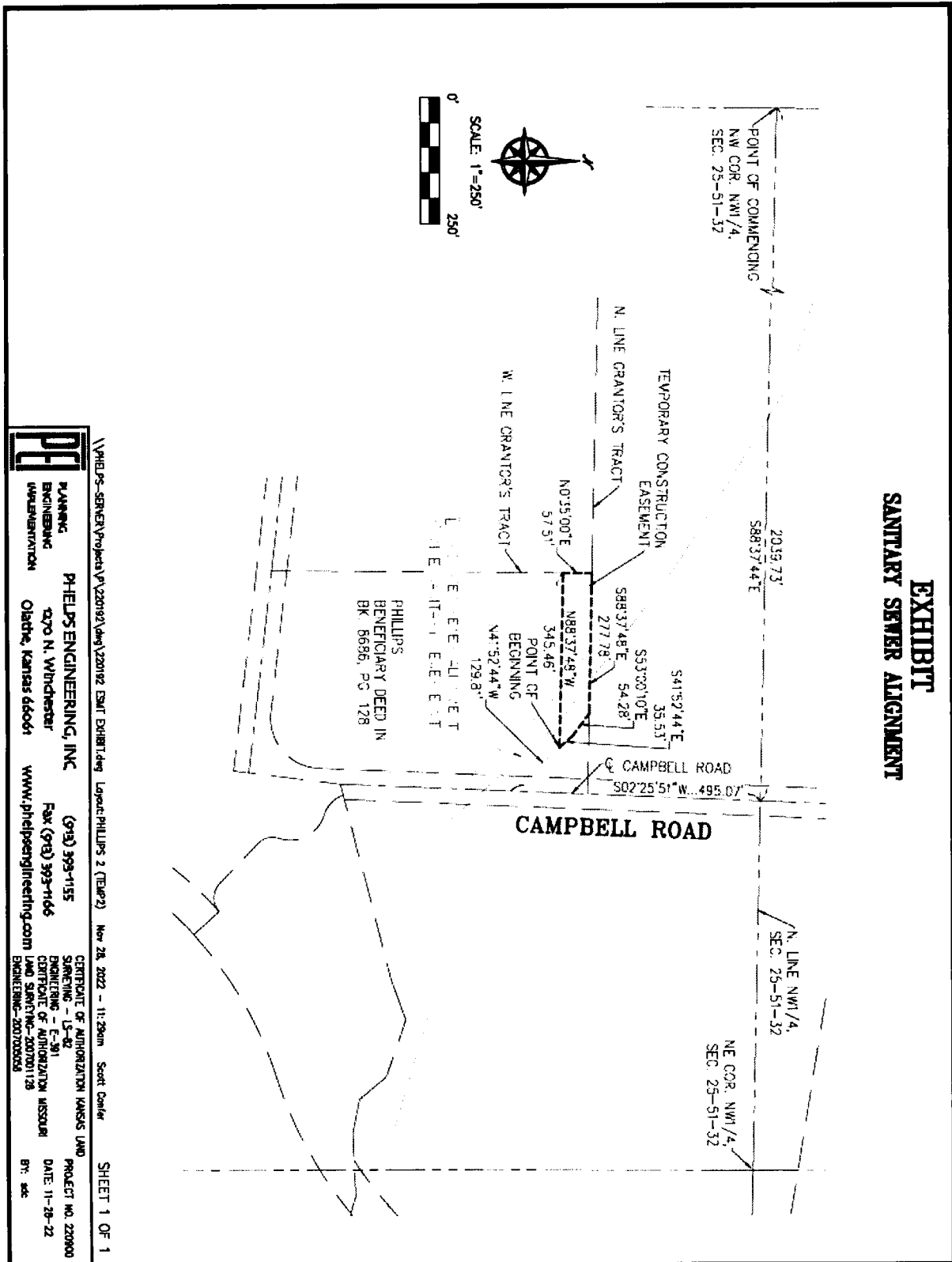


Exhibit C



Web Copy

Recorded in Clay County, Missouri

Date and Time: 10/19/2022 at 03:56:33 PM

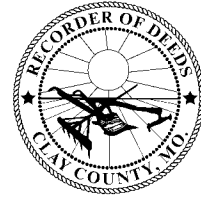
Instrument Number: 2022034040

Book: 9467 Page: 104

Instrument Type: EASE

Page Count: 6

Recording Fee: \$39.00 S



Electronically Recorded

Katee Porter, Recorder

Title of Document: Easement for Public Sanitary Sewer Mains

Date of Document: September 30, 2022

Grantor(s): A.L. Farms, L.L.C., a Missouri limited liability company

Grantee(s): Foresight Real Estate Services, LLC, a Missouri limited liability company

Grantee's Mailing Address(es): 2089 Red Oak Lane, Liberty, MO 64068

Legal Description:

SEE ATTACHED EXHIBIT "A"

Reference Book(s) and Page(s):

Katee Porter, Recorder of Deeds

EASEMENT FOR PUBLIC SANITARY SEWER MAINS

SEC 24/25 T 51N R 32W

THIS AGREEMENT, made this 30th day of September, 2022, by and between: A.L. FARMS, L.L.C., a Missouri limited liability company, **GRANTOR**, and Foresight Real Estate Services, LLC, a Missouri limited liability company, **GRANTEE**, **GRANTEE'S mailing address 2089 Red Oak Lane, Liberty, MO 64068.**

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged), does hereby grant, and convey, without warranty, unto **GRANTEE**, subject to matters of record and the existing rights of others affecting the rights and easement granted hereunder, if any, a non-exclusive permanent easement and right-of-way to locate, construct, reconstruct, maintain, remove, operate, replace and repair a public utility sanitary sewer, structure, conduit, and any and all appurtenances incident thereto over, upon, under, and through the tract owned by GRANTOR in said City of Liberty, Clay County, Missouri, legally described in Exhibit A attached hereto ("Grantor's Tract"). The sanitary sewer easement hereby granted is thirty-seven and one-half (37.5) feet on each side of the proposed centerline of the sanitary sewer as identified and depicted in Exhibit B attached hereto, and terminates at the property lines of Grantor's Tract.

Upon construction, completion and acceptance of such sanitary sewer main by the City of Liberty, Missouri, the easement hereby granted will automatically, and without further action, reduce to a minimum width of fifteen (15) feet on each side of the centerline of the sanitary sewer as constructed over, upon, under and through Grantor's Tract.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns, the **GRANTOR** hereby covenanting unto the **GRANTEE**, its successors and assigns as follows:

1. **GRANTEE** shall be fully permitted to assign this Agreement, on one or more occasions, to an affiliate of Grantee, or to THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI without obtaining the consent of **GRANTOR**; provided, however, **GRANTEE** and any such assignee shall enter into a recordable instrument properly assigning this Agreement.

2. Said easement tract will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement or curbs or any currently existing building structures) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing and maintaining such

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sanitary sewer mains, structures, conduits and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with or jeopardize or threaten the normal and proper operation and maintenance of such sanitary sewer mains, structures, conduits and appurtenances.

3. The right of **GRANTEE**, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sanitary sewer mains, structures, conduits and all appurtenances incidental thereto.

4. The **GRANTEE**, its successors and assigns, shall be kept free of all claims for damages to trees, shrubs and all other things on said described area by reason of the rights herein conveyed by **GRANTOR**, and the **GRANTOR** does hereby covenant with the **GRANTEE** that **GRANTOR** is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that except as provided elsewhere in this document **GRANTOR** will forever warrant and defend the title thereto against the lawful claims of all persons claiming by, through or under Grantor, but none other, affecting the rights and easement granted hereunder.

5. For the same consideration, **GRANTEE** shall have the right at all times to go upon the land herein described to locate, construct, reconstruct, maintain, remove, operate, replace and repair such sanitary sewer mains, structures, conduits, and any and all appurtenances incident thereto.

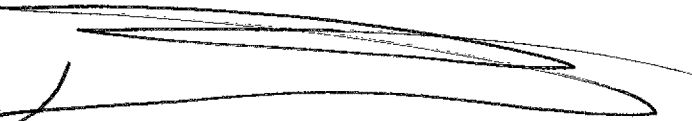
6. In exercise of its rights hereunder, **GRANTEE** shall use then existing streets, roads, driveways and lanes whenever practicable; repair and restore then existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land or personal property on each entry.

[Signature page follows]

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IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.

A.L. FARMS, L.L.C.,
a Missouri limited liability company

By: 

David Barth, Manager

STATE OF Missouri)
COUNTY OF Clay)SS

On this 30th day of September, 2022 before me, personally appeared David Barth, to me personally known, and who being by me duly sworn, did say that he is a Manager of A.L. FARMS, L.L.C., a Missouri limited liability company, and that the instrument was signed on behalf of said company by authority duly conferred upon him by its Board of Directors and he acknowledged said instrument to be the free act and deed of said company.

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


Notary Public in and for said County and State

My term expires: 10/20/2025

DEBORAH A HARRIS
Notary Public - Notary Seal
State of Missouri - Clay County
Commission #13690560
My Commission Expires 10/20/2025

Katee Porter, Recorder of Deeds

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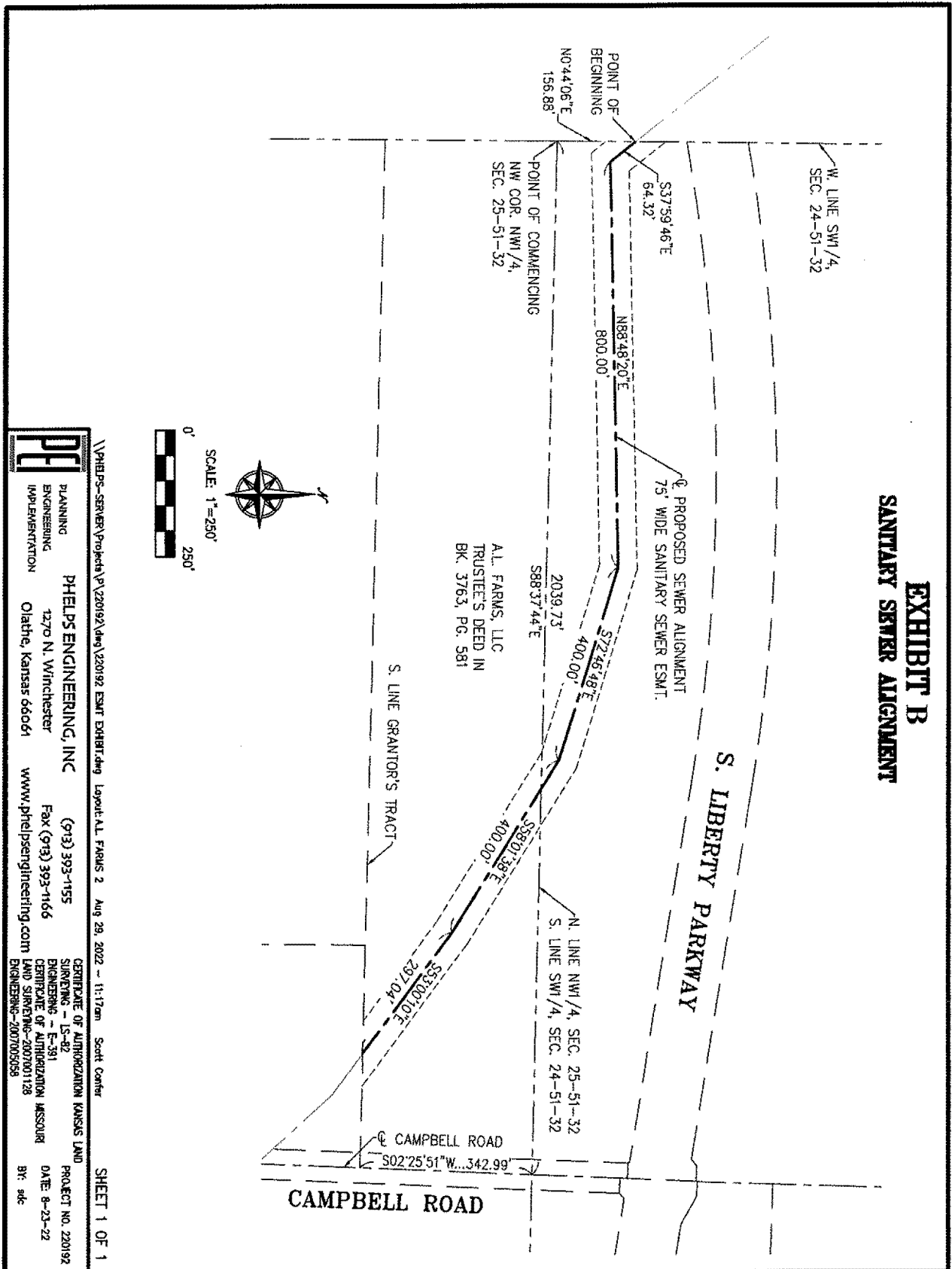
Exhibit A

A part of the S.W. 1/4 of Section 24, Township 51, Range 32, and a part of the N.W. 1/4 of Section 25 in said Township and Range, and described as follows: BEGINNING at the N.W. corner of Section 25 aforesaid, thence South along the section line a distance of 343 feet, thence North 88° 19" East (this bearing taken from a survey by E. H. Owens for C. M. Hall, October 30, 1941) a distance of 2,035 feet to a point in the center line of a county road (60 feet in width) thence Northerly along the center line of said road a distance of 1,340 feet to a point in the South line of a lane leading West; thence West along the South line of said lane a distance of 1,570.1 feet; thence South a distance of 505 feet; thence West a distance of 481.5 feet; thence South a distance of 495 feet to the point of beginning, in Liberty, Missouri;

EXCEPT for those portions taken for right-of-way purposes as set forth in the Report of Commissioners filed: June 25, 2004, recorded in Book 4667 at Page 287, AND

EXCEPT THAT PORTION OF THE PARCEL HEREIN DESCRIBED NOW LYING NORTH OF THE RIGHT-OF-WAY OF SOUTH LIBERTY PARKWAY AS CURRENTLY ESTABLISHED.

Exhibit B



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Recorded in Clay County, Missouri

Date and Time: 10/20/2022 at 11:07:21 AM

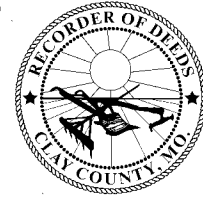
Instrument Number: 2022034102

Book: 9467 Page: 166

Instrument Type: EASE

Page Count: 7

Recording Fee: \$42.00 S



Electronically Recorded

Katee Porter, Recorder

(Space above reserved for Recorder of Deeds certification)

1. **Title of Document:** Easement for Public Sanitary Sewer Mains
2. **Date of Document:** October 10, 2022
3. **Grantor(s):** Deborah Phillips, a single person
Fredrick Troy Phillips, a married person
4. **Grantee(s):** Foresight Real Estate Services, LLC, a Missouri limited liability company
5. **Statutory Mailing Address(s):** 2089 Red Oak Lane, Liberty, MO 64068
6. **Legal Description:** SEE ATTACHED EXHIBIT "A"
7. **Reference Book and Page(s):** _____

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

Katee Porter, Recorder of Deeds

EASEMENT FOR PUBLIC SANITARY SEWER MAINS

SEC 25 T 51N R 32W

THIS AGREEMENT, made this 10th day of October, 2022, by and between: Deborah Phillips, a single person, and Fredrick Troy Phillips, a married person, **GRANTOR**, and Foresight Real Estate Services, LLC, a Missouri limited liability company, **GRANTEE**, **GRANTEE'S mailing address 2089 Red Oak Lane, Liberty, MO 64068.**

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged), does hereby grant, and convey, without warranty, unto **GRANTEE**, subject to matters of record and the existing rights of others affecting the rights and easement granted hereunder, if any, a non-exclusive permanent easement (hereinafter the "Easement") and right-of-way to locate, construct, reconstruct, maintain, remove, operate, replace and repair a public utility sanitary sewer (Sewer Improvements), structure, conduit, and any and all appurtenances incident thereto over, upon, under, and through the tract owned by GRANTOR in said City of Liberty, Clay County, Missouri, legally described in Exhibit A attached hereto ("Grantor's Tract"). The sanitary sewer easement hereby granted is Twenty (20) feet on each side of the proposed centerline of the sanitary sewer as identified and depicted in Exhibit B attached hereto, and terminates at the property lines of Grantor's Tract.

1. Grantor hereby grants and conveys for the benefit of Grantee, and its agents, employees, contractors, designees (collectively, the "Permittees"), successors and assigns, a nonexclusive temporary construction easement (the "Temporary Construction Easement") over upon and through the Sewer Easement Area as depicted and legally described on Exhibit E attached hereto and incorporated herein (referred to herein as the "**Temporary Construction Easement Area**") consisting of an area 37.5 wide on either side of the Sewer Easement Area for (i) the purpose of constructing within the Sewer Easement Area all Sewer Improvements, (ii) access by construction personnel for the purpose of engaging in construction activities related to Grantee's construction of the Sewer Improvements, and (iii) any other uses or purposes reasonably necessary, in Grantee's reasonable discretion, for the completion of Grantee's construction of the Sewer Improvements. Grantee shall diligently proceed with the Sewer Improvements in a good, workmanlike and lien-free manner and in compliance with applicable laws, regulations, codes, rules, and specifications of any governmental or quasi-governmental entities. Grantee shall not use explosive devices to excavate within the Sewer Easement Area without the prior written consent of Grantor, which consent shall not be unreasonably withheld. At the conclusion of construction of the Sewer Improvements, Grantee shall repair or cause to be repaired, at its sole cost and expense, any and all damage to the Grantor Parcel directly caused by or as a direct result of the construction activities contemplated hereunder, including but not limited to the hydroseeding of any interrupted ground, the repaving of any drives or roads and restoring the Easement Area and the Temporary Construction Easement Area to substantially the same condition as it existed at the commencement of construction

1. The Easement shall automatically terminate five (5) years after the date of this Agreement unless the Sewer Improvements shall have been completed and accepted by the City of Liberty. If the Easement is terminated pursuant to this provision, Grantee shall execute and record, in the office of the Recorder of Deeds for Clay County, Missouri a written agreement confirming that this Easement has terminated and confirming the Termination Date.

2. The Temporary Construction Easement shall automatically terminate effective as of that date (the "Termination Date") which is the earliest to occur of the following events: (i) five(5) years after the date of this Agreement or (ii) thirty (30) days after the full and final completion of the Sewer Improvements. Following the Termination Date, Grantee shall execute and record, in the office of the Recorder of Deeds for Clay County, Missouri a written agreement confirming that this Temporary Construction Easement has terminated and confirming the Termination Date.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns, the **GRANTOR** hereby covenanting unto the **GRANTEE**, its successors and assigns as follows:

1. **GRANTEE** shall be fully permitted to assign this Agreement, on one or more occasions, to an affiliate of Grantee, or to THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI without obtaining the consent of **GRANTOR**; provided, however, **GRANTEE** and any such assignee shall enter into a recordable instrument properly assigning this Agreement.

2. Said easement tract will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement or curbs or any currently existing building structures) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing and maintaining such sanitary sewer mains, structures, conduits and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with or jeopardize or threaten the normal and proper operation and maintenance of such sanitary sewer mains, structures, conduits and appurtenances.

3. The right of **GRANTEE**, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sanitary sewer mains, structures, conduits and all appurtenances incidental thereto.

1. 4. Each party hereby agrees to indemnify, defend and hold the other party and their respective affiliates and subsidiaries, and their respective officers, directors, employees, agents, and contractors (each, an "**Indemnified Party**") harmless from any and all losses, damages, liabilities and expenses (including, without limitation court costs and reasonable attorneys' fees) which arise from any third party claims, suits, and/or actions (hereinafter, collectively, "**Claims**") in connection with (i) the exercise of rights by the other party within the Sewer Easement Area; and/or (ii) the performance or non-performance of the other party's obligations hereunder, except for any and all Claims caused by or arising from the actions, negligence or willful misconduct of such Indemnified Party.

5. For the same consideration, **GRANTEE** shall have the right at all times to go upon the land herein described to locate, construct, reconstruct, maintain, remove, operate, replace and repair such sanitary sewer mains, structures, conduits, and any and all appurtenances incident thereto Provided, That, after each such entry upon the land of Grantor, Grantee shall restore the land to it condition prior to such entry

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6. In exercise of its rights hereunder, **GRANTEE** shall use then existing streets, roads, driveways and lanes whenever practicable; repair and restore then existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land or personal property on each entry.

7. At the time of execution of this agreement, Grantee shall reimburse Grantor for Grantor's attorney's fees in the amount of \$1000.00.

8. The Grantor shall have the irrevocable right to connect to the Sewer Improvements subject to compliance with the laws of the State of Missouri and the City of Liberty.

[Signature page follows]

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IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.

Deborah Phillips
Deborah Phillips

Fredrick Troy Phillips
Fredrick Troy Phillips

STATE OF Missouri)
COUNTY OF Clay) SS

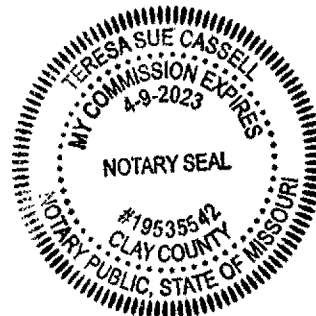
On this 10th day of October, 2022 before me, personally appeared Deborah Phillips, an individual, and Fredrick Troy Phillips, an individual, to me personally known to be the persons described herein and who executed the foregoing instrument; and acknowledged that they executed the same as their free act and deed.

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

My term expires:
4-9-2023

Notary Public in and for said County and State

Teresa Sue Cassell
Teresa Sue Cassell



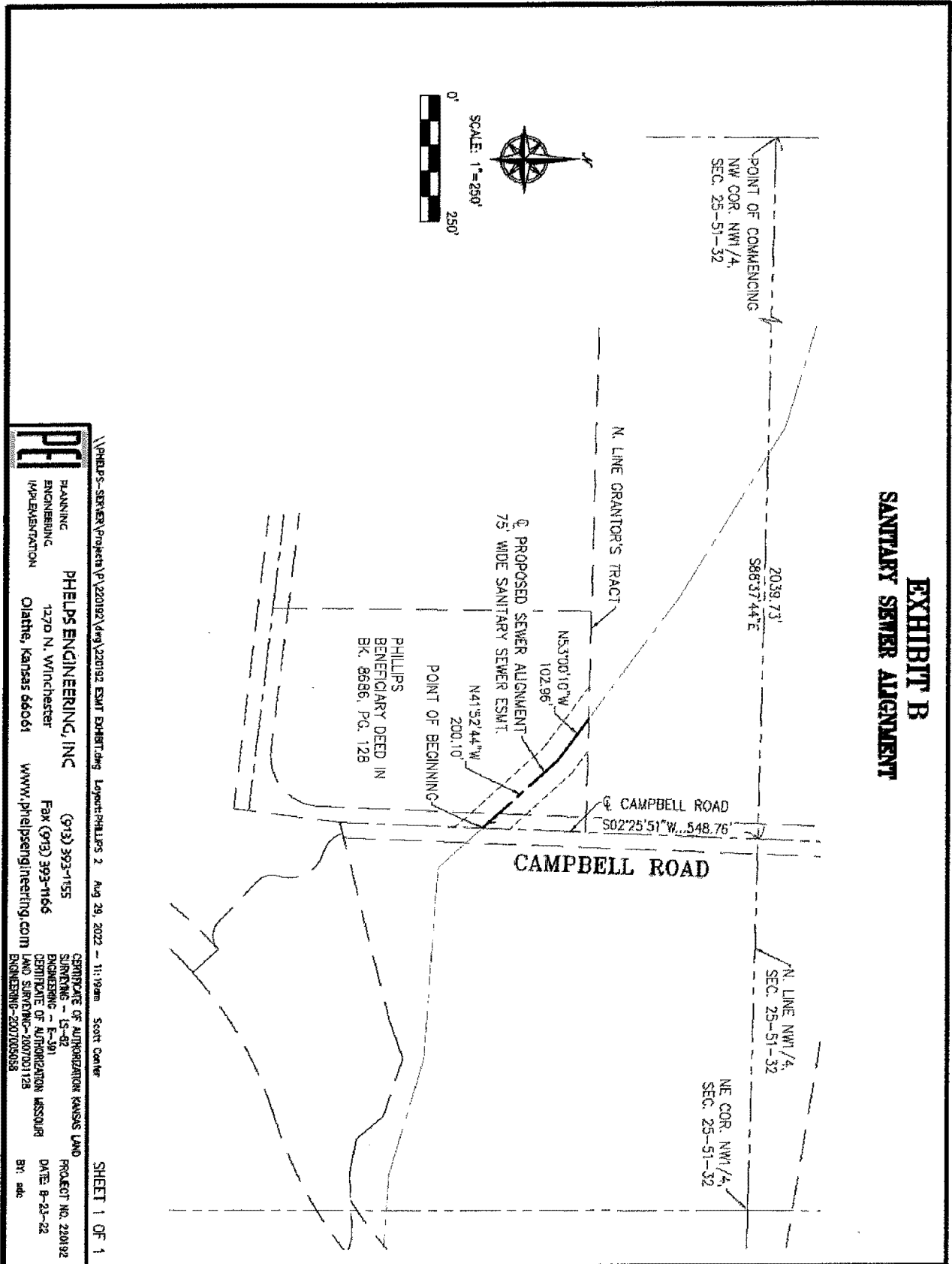
Katee Porter, Recorder of Deeds

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Exhibit A

Beginning at a point in the center of a public road, said point located 343 feet South and 2019.5 feet East, (originally survey was 121 poles) of the Northwest corner of Section 25, Township 51, Range 32, west, thence South 2 1/4 degrees west a distance of 660 feet; thence North 84 degrees west a distance of 413.8 feet, thence North 0 35' East a distance of 524.2 feet; thence East a distance of 438 feet to the point of beginning, EXCEPT one fourth of an acres that is included in this enclosure that is used as a cemetery, also EXCEPT any part in road, all in Liberty, Clay County, Missouri.

Exhibit B





CITY COUNCIL ACTION REPORT

Meeting Date: January 22, 2024

A/R No.: 2024-23

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE APPROVING AN AGREEMENT WITH LUEBBERT
ENGINEERING FOR PROFESSIONAL STORM WATER CONSULTATION
SERVICES IN AN AMOUNT NOT TO EXCEED \$9,950.00

Summary:

- Acceptance of a sole service agreement in the amount of \$9,950.00 with Luebbert Engineering for Stormwater consultation.

Background:

Pursuant to the Federal Water Pollution Control Act and in compliance with the Missouri Clean Water Law, the City of Liberty holds and maintains General State Operating Permit MOR04C027 (NPDES MS4). This General Permit is both Liberty's federal discharge permit and a state operating permit. This report involves the acceptance of an agreement for the consulting services of Luebbert Engineering.

Luebbert Engineering's proposal (attached) covers all the compliance activity required for Liberty to maintain compliance with the above referenced permit. Funding for the agreement comes from 50.77.653.08.7522 "NPDES Expenses". Funds from this line item are typically allocated as follows:

- \$9,950.00 for a stormwater consultant compliance contract. *Provides professional insight and assistance from Luebbert Engineering, a firm which specializes in NPDES MS4 StormWater permit compliance.*
- \$4,500.00 for the annual renewal of the MARC stormwater quality education committee. *Provides regional storm water quality insight and opportunities, contributes to satisfying the stormwater quality education component and provides Liberty a committee vote.*
- Remaining balance is used as needed for re-supply of storm drain marking program supplies and misc expenses associated with the NPDES MS4 stormwater compliance annual report fees.

Luebbert Engineering's agreement is a sole service contract. Luebbert Engineering has provided consulting services to Liberty for the past 17 years and has been instrumental in building the City's StormWater Management Program and ensuring continued compliance. Luebbert Engineering provides a combination of professional insight and intimate knowledge of Liberty's Storm Water program that cannot be replicated or replaced.

Staff recommends the approval of a sole source consulting service agreement with Luebbert Engineering in the amount of \$9,950.00.

Previous Action (if applicable):

- 17 previous annual agreements for consulting services.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 50.77.653.08.7522	Amount: \$9,950.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ord to Approve Agreement Luebbert Engineering
2. Luebbert Engineering Signed Agreement

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT WITH LUEBBERT ENGINEERING FOR
PROFESSIONAL STORM WATER CONSULTATION SERVICES IN AN AMOUNT
NOT TO EXCEED \$9,950.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement by and between the City of Liberty and Luebbert Engineering for Professional Storm Water Consultation Services in an amount not to exceed NINE THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$9,950.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement 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 _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2024.

MAYOR



304 Travis Court
Jefferson City, MO 65101
573-291-6567

January 10, 2024

VIA E-MAIL

City of Liberty – Public Works
Attn: John Findlay, P.E.
101 E. Kansas Street
Liberty, Missouri 64068

Re: Assistance with 2024 Stormwater Program (MS4 Permit Compliance)
Agreement for Professional Services

Dear Mr. Findlay:

Thank you for considering Luebbert Engineering to provide professional services related to the City's stormwater program and MS4 permit compliance in 2024. I appreciate the long relationship we have had in this endeavor. Since 2007, Luebbert Engineering has provided a continuity for the stormwater program through multiple City Engineers and Public Works Directors. Over the years, we have weathered the storms of both a detailed EPA audit and in depth MDNR inspection, overhauled the stormwater ordinances (and other related ordinances and design guidance) to be compliant with the permit, implemented outfall inspections, developed documented policies and procedures as required by the permit, trained a wide variety of municipal employees on multiple water quality topics, inspected municipal maintenance facilities to ensure good housekeeping best management practices have been implemented, and completed numerous reports providing required documentation for the program. I am proud to have been a part of such an ongoing effort to protect the water quality of your community.

A detailed list of work to be completed during this fiscal year is listed below in the Basic Services Summary. Our total compensation, not including reimbursable expenses, for all of our services listed in the Basic Services Summary will not exceed **\$9950**. This amount will not be exceeded without prior written consent. Reimbursable expenses (out-of-pocket expenses such as printing and delivery charges) are not included in the \$9950 above and will be billed at actual cost as they occur. Alternatively, electronic files can be provided, and copies made by the City.

You will be invoiced within 60 days of completed services based on the number of hours expended toward completing the Basic Services. The hourly rate is \$125.00/hour for the principal engineer. All invoices are due and payable on receipt and will be considered past due if payment is not received within 30 days. Once invoices are past due, an interest charge will accrue to your account at the rate of one and one-half percent (1½%) per month, and we will retain the right to cease work until satisfactory arrangements are made to settle the account.

We expect to begin our services after receipt of your acceptance of this proposal. We will complete our work with all due diligence and in a timely manner. If there are protracted delays, for any reason, we will notify you immediately. You agree to provide all necessary information for the performance of our services within a reasonable time after it is requested, and Luebbert Engineering will be given timely access to any information, as necessary, to complete the Basic Services.

City of Liberty – Public Works
January 10, 2024
Page 2

The primary points of contact are listed below. Each of these contacts will receive all correspondence or notices regarding this project. The following indicates the preferred postal and email addresses as well as phone numbers for said contacts.

Luebbert Engineering

Christina Luebbert, P.E., LEED AP
304 Travis Court
Jefferson City, MO 65101
Phone: (573) 291-6567
E-mail: cluebbert6567@gmail.com

City of Liberty – Public Works

John Findlay, P.E.
101 E. Kansas Street
Liberty, MO 64068
Phone: (816) 439-4502
Email: jfindlay@libertymo.gov

This agreement, along with the attached Basic Services Summary and Terms and Conditions (2 pages), represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit Luebbert Engineering's liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If, after your review, you are not in agreement with any provision contained in the Terms and Conditions, please contact us so that we may address your concern. Otherwise, if these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this letter agreement in the space provided below and return it to us. This proposal is open for acceptance until February 28, 2024.

We appreciate this opportunity to provide you with this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

LUEBBERT ENGINEERING

By: 

Christina L. Luebbert, P.E., LEED AP
Principal Engineer

Accepted this ____ day of _____, 2024.

CITY OF LIBERTY – PUBLIC WORKS

Name:

Title:

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated January 10, 2024, by and between City of Liberty - Public Works and Luebbert Engineering, in respect to the stormwater program and MS4 compliance assistance during 2024.

SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, Luebbert Engineering will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of Luebbert Engineering's work. Luebbert Engineering assumes no responsibility to perform any services not specifically listed.

- Status meeting (early 2024)
- Prepare annual report and associated submittal forms (due February 28, 2024)
- Assist with developing talking points for presentation to City Council on the status of the stormwater program
- Work with City GIS and Engineering staff to review how other post-construction BMPs (other than detention basins) are to be inventoried and inspected
- Assist with miscellaneous compliance activities, inspections and training as needed

ADDITIONAL SERVICES

If agreed to by the client and Luebbert Engineering, we will provide Additional Services. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services as agreed to by the client and Luebbert Engineering.

**Luebbert Engineering
Standard Terms and Conditions**

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by LUEBBERT ENGINEERING shall not be considered an assignment for purposes of this Agreement. "Agreement" means the attached Agreement for Professional Services, the attached Basic Services Summary, any approved Professional Services Change Order(s) and these Standard Terms and Conditions.

Betterment. If a required item or component of the Client's project should be omitted from LUEBBERT ENGINEERING's construction documents, LUEBBERT ENGINEERING shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will LUEBBERT ENGINEERING be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Client's project.

Billing and Payment. Invoices submitted by LUEBBERT ENGINEERING are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. If payment is not received by LUEBBERT ENGINEERING within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If LUEBBERT ENGINEERING incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to LUEBBERT ENGINEERING. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable LUEBBERT ENGINEERING staff costs at standard billing rates for LUEBBERT ENGINEERING's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

Certificate of Merit. The Client shall make no claim for professional negligence and/or errors or omissions, either directly or by way of a cross complaint against LUEBBERT ENGINEERING unless the Client has first provided LUEBBERT ENGINEERING with a written certification executed by an independent consultant practicing in the same discipline as LUEBBERT ENGINEERING and licensed in the State of Missouri. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to LUEBBERT ENGINEERING not less than thirty (30) calendar days prior to the filing of any civil

litigation. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim.

Certifications. LUEBBERT ENGINEERING shall not be required to sign any certifications or documents, no matter by whom requested, that would result in LUEBBERT ENGINEERING's having to certify, guarantee or warrant the existence of conditions whose existence LUEBBERT ENGINEERING cannot ascertain and, within the scope of LUEBBERT ENGINEERING's Basic Services, as outlined in this Agreement, have not been and could not be ascertained. Client agrees not to make resolution of any dispute with LUEBBERT ENGINEERING or payment of any amount due to LUEBBERT ENGINEERING in any way contingent upon LUEBBERT ENGINEERING's signing any such certification.

Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to LUEBBERT ENGINEERING are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, LUEBBERT ENGINEERING may call for renegotiation of appropriate portions of this Agreement. LUEBBERT ENGINEERING shall notify the Client of the changed conditions necessitating renegotiation, and LUEBBERT ENGINEERING and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

Consequential Damages. Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither party, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or LUEBBERT ENGINEERING, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business and/or loss of reputation.

Construction Means and Safety. If this Agreement provides for any construction phase services by LUEBBERT ENGINEERING, it is understood it is the Client's contractor(s), not LUEBBERT ENGINEERING, who is responsible for the construction of the Project, and that LUEBBERT ENGINEERING is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures used by anyone working on the Project.

Covenant Not To Sue. Because there are inherent differences in recalling or preserving information after an engagement is completed. Client and LUEBBERT ENGINEERING mutually agree and covenant that, notwithstanding any statute of limitation in effect and applicable to the contrary, neither party will file any claim based on this Agreement and/or the services provided under this Agreement

more than 12 months after the discovery of the issue of concern. However, this may not be more than 36 months after the last day LUEBBERT ENGINEERING performs services under this Agreement. Client and LUEBBERT ENGINEERING agree that this covenant not to sue applies to any claim either party may have, including but not limited to claims based in contract, common law, or warranty, and applies to claims which may not be known to exist until more than 36 months after the last day LUEBBERT ENGINEERING performs services under this Agreement.

Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement or the services rendered hereunder, the Client and LUEBBERT ENGINEERING agree to attempt to resolve such disputes as follows. First, the parties agree to attempt to resolve any dispute through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If any dispute or issue remains unresolved after the above steps, only then may either party initiate civil litigation.

Governing Law and Exclusive Forum. The laws of the State of Missouri will govern the validity of this Agreement, its interpretation and performance, regardless of choice of law rules. Any litigation arising from this Agreement must be brought in the District Court of Cole County, Missouri.

Limitation of Liability. To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of LUEBBERT ENGINEERING and LUEBBERT ENGINEERING's officers, directors, stockholders, employees, agents and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to LUEBBERT ENGINEERING's services, as outlined in the Basic Services Summary of this Agreement or any Additional Services approved under this Agreement, from any cause or causes, shall be limited to two hundred percent (200%) of the total amount of compensation received by LUEBBERT ENGINEERING under this Agreement.

If this Agreement does not provide for any on-site construction phase services, such as construction staking and/or construction observation, the Client acknowledges there is an increased risk of construction disputes and a lessened assurance that the Project will be constructed in conformance with the construction documents. Therefore, if the Client elects to undertake construction without retaining LUEBBERT ENGINEERING for any on-site construction phase services, the limits of LUEBBERT ENGINEERING's liability related to services outlined in the Basic Services Summary of this Agreement, or any Additional Services approved under this Agreement, shall be limited to 50% of the total amount of compensation received by LUEBBERT ENGINEERING under this Agreement.

Non-Solicitation. LUEBBERT ENGINEERING and the Client each agree not to directly employ or solicit for employment any employee of the other party or to otherwise encourage any change of employment for the entirety of this Agreement and for one year after the expiration of this Agreement or any addendums. If either party elects to break this non-solicitation provision, said party agrees to pay \$50,000 to the party of original employ.

Opinions of Probable Cost. In providing any opinions of probable construction cost, the Client understands that LUEBBERT ENGINEERING has no control over the cost or availability of labor, equipment or materials, or over market conditions or any contractor's method of pricing, and that LUEBBERT ENGINEERING's opinions of probable construction costs are made on the basis of LUEBBERT ENGINEERING's professional judgment and experience. LUEBBERT ENGINEERING makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from LUEBBERT ENGINEERING's opinion of probable construction cost.

Ownership and Reuse of Documents. All reports, drawings, specifications, electronic computer files (of any format), field data, notes and other documents and instruments prepared by LUEBBERT ENGINEERING as instruments of services shall remain the property of LUEBBERT ENGINEERING who shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. LUEBBERT ENGINEERING grants Client a license to use signed and sealed hard copies of instruments of services for the purpose of constructing, occupying, and maintaining elements of the project depicted therein. Reuse or modification of any such instruments, without LUEBBERT ENGINEERING's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold LUEBBERT ENGINEERING harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client. Upon request of the Client, LUEBBERT ENGINEERING will grant a license, to the Client or to other parties whom the Client approves, to use instruments of service which consist of electronic computer files. Before granting this license and transferring any electronic data, the receiving party will be required to execute a separate agreement with LUEBBERT ENGINEERING which releases LUEBBERT ENGINEERING of all liability related to the use and/or reuse of electronic instruments of service by others.

Termination. Client or LUEBBERT ENGINEERING may terminate this Agreement with seven (7) days prior written notice to the other party for convenience or cause. LUEBBERT ENGINEERING shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. If this Agreement is terminated by either Client or LUEBBERT ENGINEERING, Client shall pay LUEBBERT ENGINEERING within thirty (30) day of termination for all services rendered and all costs incurred to the date of termination.

Work in Progress. It is agreed and understood that any work performed by LUEBBERT ENGINEERING shall not be deemed complete, nor may it be relied upon as complete, until delivery of the signed and sealed product. Prior to final completion, any information generated by LUEBBERT ENGINEERING, regardless of format (including survey stakes and monuments in the field) shall all be considered as preliminary and subject to revision. LUEBBERT ENGINEERING cannot guarantee the suitability of this information for any party's purposes (including selection of contractors or programming of construction costs) and shall have not liability or responsibility whatsoever for the use of such preliminary information by the Client or others.

Rev. Date 10/12/2010