



Agenda

City Council Regular Session

Monday, March 25, 2024 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. COUNCIL MEMBER KELLEY WRENN POZEL

III. Roll Call

IV. Approve Minutes and Summaries

A. REGULAR SESSION MINUTES OF JANUARY 22, 2024

V. Citizens' Participation

VI. Meeting Schedule

VII. Consent Agenda

- A. MOTION TO APPROVE THE PURCHASE OF FITNESS EQUIPMENT FOR THE LIBERTY COMMUNITY CENTER FROM ADVANCE EXERCISE EQUIPMENT, JOHNSON FITNESS & WELLNESS, AND POWER SYSTEMS PS LLC IN AN AMOUNT NOT TO EXCEED \$42,575.55
- B. MOTION TO APPROVE THE PURCHASE OF NEW TABLES AND CHAIRS FOR THE SILVER CENTER AND LCC FROM MITYLITE, INC. IN AN AMOUNT NOT TO EXCEED \$51,393.94
- C. MOTION TO APPROVE THE PURCHASE OF DELL DATA DOMAIN BACKUP STORAGE FROM THE REDESIGN GROUP IN AN AMOUNT NOT TO EXCEED \$50,385.00
- D. MOTION TO APPROVE THE PURCHASE OF FURNITURE FOR THE FIRE DEPARTMENT FROM DREAMSEAT IN AN AMOUNT NOT TO EXCEED \$22,973.00
- E. MOTION TO APPROVE THE PURCHASE OF HALLOWELL GEAR LOCKERS FROM COMMERCIAL BUILDING SPECIALTIES FOR THE NEW ADDITION AT FIRE STATION 3 IN AN AMOUNT NOT TO EXCEED \$39,460.00
- F. SPECIAL SESSION MINUTES OF JANUARY 16, 2024
- G. REGULAR SESSION MINUTES OF FEBRUARY 12, 2024

VIII. Public Hearings

IX. Ordinances, Contracts and Resolutions

- A. ORDINANCE APPROVING VENDOR PAYMENTS FOR THE PERIOD OF MARCH 1, 2024 TO MARCH 15, 2024
- B. ORDINANCE APPROVING A CONTRACT WITH C & B EQUIPMENT FOR

THE PURCHASE OF WELLFIELD SERVICES IN AN AMOUNT NOT TO EXCEED \$60,860.00

- C. ORDINANCE APPROVING A CONTRACT WITH AMERICAN DIGITAL SECURITY FOR EQUIPMENT AND INSTALLATION SERVICES FOR ACCESS CONTROL CARD READERS AND STRIKE KITS ON THE MAIN ENTRY DOORS AT THE LIBERTY COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED \$24,521.68
- D. ORDINANCE APPROVING A CONTRACT WITH MCCONNELL AND ASSOCIATES FOR CONCRETE REPLACEMENT AND DRAINAGE REPAIRS AT THE LIBERTY COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED \$58,455.00
- E. ORDINANCE ACCEPTING PUBLIC SANITARY SEWER MAIN EASEMENT, PUBLIC WATER MAIN EASEMENT, STORM DRAINAGE FACILITY EASEMENT, EASEMENT FOR BMP'S AND TWO RIGHT OF WAY DEEDS FOR PEDESTRIAN ACCESS FROM SOUTH WITHERS ROAD DEVELOPMENT, L.L.C.
- F. ORDINANCE ACCEPTING A PUBLIC SANITARY SEWER MAIN EASEMENT, PUBLIC WATER MAIN EASEMENT AND A RIGHT OF WAY DEED FROM A.L. FARMS, L.L.C.
- G. 2023 ENCUMBRANCES
 - 1. ORDINANCE AMENDING ORDINANCE NO. – 11855 ADOPTION OF THE 2024 BUDGET FOR THE CITY OF LIBERTY, MISSOURI
 - 2. ORDINANCE AMENDING ORDINANCE NO. – 11856 ADOPTING THE ANNUAL PARK AND PARKS SALES TAX BUDGETS FOR THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI FOR THE FISCAL YEAR 2024
- H. ORDINANCE AUTHORIZING A CONTRACT BETWEEN PUBLIC CONSULTING GROUP, INC. AND THE CITY OF LIBERTY FOR 2024 MANDATORY MEDICARE GROUND AMBULANCE DATA COLLECTION SERVICES IN AN AMOUNT NOT TO EXCEED \$35,000.00
- I. RESOLUTION APPROVING THE RENAMING OF CLAY RIDGE PARK TO RUTH EWING PARK

X. Other Business

- A. MEMORANDUM ON MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) AUDIT AND GENERAL PROGRAM UPDATE

XI. Miscellaneous Matters from City Administrator

XII. Miscellaneous Matters from Mayor and City Council

XIII. Adjournment

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

City Council Meeting

Regular Session Minutes

January 22, 2024

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 January 22, 2024 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 Travis, who then led the pledge of allegiance.

III. ROLL CALL

Council Members Present: Harold Phillips, 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: Shelton Ponder, Ward I

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Vicki McClure, Finance Director
Andy Noll, Utilities Director
BJ Staab, Parks and Recreation Director
Jim Martin, Police Chief
John Mills, Fire Chief
Chris Young, Assistant Fire Chief
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

Public Present: 9 members of the public

IV. APPROVE MINUTES AND SUMMARIES

A. STUDY SESSION SUMMARY OF NOVEMBER 6, 2023

Council Member Watt moved to approve the summary as distributed. Council Member Gentrup seconded the motion, which carried 7-0-0.

B. STUDY SESSION SUMMARY OF NOVEMBER 20, 2023

Council Member Phillips moved to approve the summary as distributed. Council Member Pozel seconded the motion, which carried 7-0-0.

C. REGULAR SESSION MINUTES OF DECEMBER 11, 2023

Council Member Hagan moved to approve the minutes as distributed. Council Member Graham seconded the motion, which carried 6-0-1. Council Member Gentrup abstained due to absence.

V. CITIZENS' PARTICIPATION

Gieselle Fest – 1407 Lynette Street, thanked the City Council for the opportunity to speak. Ms. Fest stated the tax payer bill for the Block 174 lawsuit was now at \$50,000.00. Ms. Fest respectfully asked City Council to stop the lawsuit against Block 174. Ms. Fest states her historical interest has always been focused on women until the lawsuit on Block 174. Ms. Fest stated that women throughout history have been marginalized and had little choice on their life. For example, Ms. Fest stated women in Wyoming got the right to vote in 1870 but the women in Missouri didn't get that right until 1919. Ms. Fest stated when you go to research maps and documents, they are primarily focused on men, making the research on history of women difficult. Ms. Fest respectfully asks the City Council to withdraw the lawsuit.

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, spoke about Block 174. Mr. Holtzclaw stated Henrietta P. Duncan is his family and is buried within ten inches of that grave marker. Mr. Holtzclaw stated that his uncle sold Block 174 on January 6, 1900 over 124 years ago and it is privately owned and has a recorded private deed at the County courthouse. Mr. Holtzclaw asks the Council to stop the revestment lawsuit because that property is no different than a Council Member's family grave marker. Mr. Holtzclaw asks the Council to leave Block 174 alone.

Carrie Lonsdale - 1320 Huntington Drive, Ms. Lonsdale stated she has lived in the Liberty Community for over 20 years. She had children who participated in the swim clubs but they had to cancel their membership as the fees had become too high. Ms. Lonsdale is concerned about the mismanagement of the pool; for example, the chlorine levels. Ms. Lonsdale stated that a new community center is not going to benefit this community because of inflation and individuals will not be able to afford a membership.

Linda Wiese - 211 Laura Street, stated she would like to talk about the new proposed Community Center/Fieldhouse as she read information online about it. Ms. Wiese asked if this was going to increase the common persons taxes. Ms. Wiese stated she doesn't use the current community center now as she isn't able to afford a membership.

David Langston – 1920 Carter Court, Mr. Langston stated he had been a bid estimator and no one can decide on the creation of a new facility without architectural drawings. Mr. Langston stated that drawings have several components that include architectural, structural, electrical, mechanical and various other things. Mr. Langston stated if drawings are available to the public, it will help market an idea.

Mark Nasteff – 713 Cottonwood Lane, Mr. Nasteff stated he is one of the Task Members that has been working on the new Community Center/Fieldhouse concept over the last several months at the request of City Council. Mr. Nasteff asks the Council to please give citizens an opportunity to consider this concept on the April 2, 2024 ballot as this is a decision that can affect our current generation and many generations behind us from many aspects like the economic impact and the health and wellness of the community.

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

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.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

- 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

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.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

- 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 TO A NOT TO EXCEED AMOUNT OF \$194,377.00

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.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

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

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.

- Vehicles and equipment items include:
 - Information Services Department minor computer equipment at an estimated cost of \$235,000.00 and; Capital Equipment at an estimated cost of \$150,000.00.
 - Police Department vehicles with extended warranties at an estimated cost of \$330,000.00 and; Capital Equipment at an estimated cost of \$210,000.00.

- Replacement of Financial System, Utility Billing System and the purchase of Asset Management Software at an estimated cost of \$500,000.00
- Inspection vehicle (s) purchase at an estimated cost of \$67,000.00
- Public Works capital equipment (Freightliner dump truck with snow equipment) at an estimated cost of \$270,000.00
- 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

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3375

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.

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

F. REGULAR SESSION MINUTES OF NOVEMBER 13, 2023

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

G. REGULAR SESSION MINUTES OF NOVEMBER 27, 2023

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

VIII. PUBLIC HEARINGS

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ORDINANCE APPROVING VENDOR PAYMENTS FOR THE PERIOD OF JANUARY 5, 2024 TO JANUARY 12, 2024

Document No. 9708 was read.

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

Roll Call

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11873.

- 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)**

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.

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?

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.

Document No. 9707 was read.

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

Vote: Motion passed 5-1-1

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

No: Council Member Watt

Abstain: Council Member Gentrup

Approved by the Chair and inscribed in Ordinance No. 11874.

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**

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.

Document No. 9709 was read.

Action: Council Member Watt 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 Phillips seconded the motion.

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11875.

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

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, there were 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.

Document No. 9710 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 Hagan moved to approve the ordinance. Council Member Travis seconded the motion.

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11876.

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

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 was required. The repair consisted 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 utilized 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.

Document No. 9711 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11877.

F. ORDINANCE ACCEPTING THE ASSIGNMENT OF RECORDED PUBLIC SANITARY SEWER EASEMENTS FOR THE PROMINENCE SANITARY SEWER MAIN EXTENSION PROJECT

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 accept the assignment of easements from Prominence Holdings LLC to the City of Liberty.

Document No. 9712 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, Pozel, Travis, Graham, Watt, Gentrup and Hagan

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11878.

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

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 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 Storm Water 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 miscellaneous 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 Storm Water 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.

Document No. 9713 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11879.

X. OTHER BUSINESS

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 8:00 p.m.

Mayor

Attest:

Deputy City Clerk



CITY COUNCIL ACTION REPORT

Meeting Date: March 25, 2024

A/R No.: 2024-39

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: MOTION TO APPROVE THE PURCHASE OF FITNESS EQUIPMENT FOR THE LIBERTY COMMUNITY CENTER FROM ADVANCE EXERCISE EQUIPMENT, JOHNSON FITNESS & WELLNESS, AND POWER SYSTEMS PS LLC IN AN AMOUNT NOT TO EXCEED \$42,575.55

Summary:

- Included as a part of the Liberty Community Center 2024 operations budget is funding for replacement and/or new fitness equipment.
- To remain market-relevant, fitness centers replace commercial equipment on a regular cycle. The average replacement cycle for cardio equipment for the Liberty Community Center is three-to-five years.
- The Liberty Community Center has used Life Fitness equipment since 2002. A bid process for equipment was completed with the Life Fitness/Hammer Strength brand selected. The area vendor providing this brand of fitness equipment is Advanced Exercise Equipment, which is an approved Sourcwell cooperative purchasing vendor for fitness equipment.
- The Liberty Community Center has used Johnson Fitness & Wellness since 2018 to provide very specialized fitness equipment. They are approved as an OMNIA/NCPA cooperative purchasing vendor.
- The Liberty Community is working directly with Power Systems PS, LLC to purchase equipment at a lower price through the TIPS cooperative purchasing program.
- Delivery is included as a part of the proposals. LCC staff will receive and place the equipment. No vendor installation is required.

Background:

The Liberty Community Center has used Life Fitness/Hammer Strength equipment since 2002 due to the technological advances, ease of use and overall reliability the brand provides. Advanced Exercise Equipment, the local vendor of Life Fitness/Hammer Strength equipment, is an approved Sourcwell cooperative purchasing provider for fitness equipment. Sourcwell cooperative purchasing is also recognized by the Mid-America Regional Council (MARC) as having met the purchasing standards for this type of fitness equipment.

The total cost of this purchase from Advanced Exercise Equipment is \$31,729.75:

- Replacement Integrity Treadmill w/ 16-inch monitor (\$9,099.30)
- Replacement Multi adjustable bench quantity 4@ \$960.00ea (\$3,840.00)
- New Insignia Triceps Press (\$5,567.10)

- New Insignia Glute Bridge (\$6,103.35)
- New Hammer Strength Plate Loaded Belt Squat (\$4,845.00)
- Freight and Delivery (\$2,275.00)

The Liberty Community Center has used Johnson Fitness & Wellness since 2018 to provide single source specialized fitness equipment. They are approved as an OMNIA/NCPA cooperative purchasing vendor.

The total cost of this purchase from Johnson Fitness & Wellness is \$7,993.70:

- Replacement Concept 2 Rower 2@ \$990.00ea (\$1,980.00)
- New True Stretch 800SS (\$2,238.76)
- Replacement 45# Rubber Weight Plates (\$1,995.40)
- Misc. Smaller equipment (\$894.54)
- Freight and Delivery (\$885.00)

The Liberty Community is working directly with Power Systems to purchase specialized storage equipment at a lower price through the TIPS cooperative purchasing program.

The total cost of this purchase from Power Systems is \$2,852.10

- Replacement BOSU Ball 3@ \$130.50ea (\$391.50)
- New Wall Rack for foam rollers 3@ \$222.69ea (\$668.07)
- Black Chrome cable bar and accessories rack 2@ \$368.98ea (\$737.96)
- Misc. Studio storage equipment (\$169.57)
- Freight and Delivery (\$885.00)

Staff recommends purchase of itemized equipment from the listed vendors for a total cost of \$42,575.55.

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: 03/14/2024

Financial Considerations:

X	Budgeted:	Line Item: 65.60.491.18.5601 Line Item:	Amount: \$42,575.55 Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item: Line Item:	Amount:

	Funding Source:	Amount:
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Attachments:

1. Advance Fitness Quote revised 2-22-24_76564-3
2. Johnson Fitness quote 1.24.24
3. Power Systems Quote



advanced exercise

advancedexercise.com | 861 SouthPark Drive #100, Littleton, CO 80120 | 800.520.1112

CONSULTANT

Jeff Paxton
jpaxton@advancedexercise.com
Phone: 913.980.1233
Fax: 720.407.4023

Date: February 22, 2024
Quote Expires: 60 day(s)
Proposal # 076564-R3

BILL TO
Liberty Community Center
1600 S Withers
Liberty, MO 64068

SHIP TO
Liberty Community Center



CARDIO EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
INT-SE416-XF-14	Life Fitness	Integrity+ Treadmill with 16in SE4 Console 	• LG HD 1080P display with Quad Core Processor • Wireless device charging • LF On-Demand+ with over 500 Fitness Experiences • Multiple streaming apps • Apple watch, Samsung Galaxy Watch compatible • WIFI, Bluetooth & NFC compatible • 22 workouts with 8 custom programs • 0.5-14 mph 0%-15% incline • 4.0 H.P AC peak performance motor • DX3 deck and belt system with Flexdeck • 60" x 22" running surface • 82"L x 36"W x 56"H • 120V dedicated 20 amp NEMA 5-20R required	9,099.30	1	\$9,099.30



STRENGTH EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
H DU-MAB	Hammer Strength	Multi Adjustable Bench 	• Size (L x W x H): Footprint (L x W x H): 52.5" x 22.2" x 18.5" • Weight: 85 lbs • Back pad adjusts from -10 to 15, 30, 45, 60 and 75-degree pressing angles • Seat pad adjusts from 0 to 30 degrees	960.00	4	\$3,840.00



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
SS-TP	Life Fitness	Insignia Triceps Press 	• Angled Back Pad Secures User Position • Open Pressing Handles Adjustable Width • Four Bar Linkage Seat Design for Optimum Fit • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 260 lbs • 52" L x 44" W x 58" H	4,746.00	1	\$4,746.00
SS-TP-7002	Life Fitness	L Trim Package (Triceps Press)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	476.10	1	\$476.10
SS-TP-50001	Life Fitness	Standard Full Shroud (Triceps Press)	• Full Weight Stack Shroud	195.75	1	\$195.75
SS-TP-4003	Life Fitness	Standard Weight Stack w/Dial Increment (lb) (Triceps Press)	• Adds Dial Increment System	149.25	1	\$149.25
SS-GLD	Life Fitness	Insignia Glute Bridge 	• Standard weight stack: 180 lbs • 81.6" L x 31.8" W x 58.2" H	5,282.25	1	\$5,282.25
SS-GLD-50001	Life Fitness	Standard Full Shroud (Glute Bridge)	• Full Weight Stack Shroud	195.75	1	\$195.75
SS-GLD-7002	Life Fitness	L Trim Package (Glute Bridge)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	476.10	1	\$476.10
SS-GLD-4003	Life Fitness	Standard Weight Stack w/Dial Increment (lb) (Glute Bridge)	• Adds Dial Increment System	149.25	1	\$149.25



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
PL-BSQ	Hammer Strength	Hammer Strength Plate Loaded Belt Squat 	• Front and rear weight rods for increased load • 4 belt anchor points • Belt and hook storage hanger • Dimensions 78"D x 63"W x 64"H • Weight 425lbs	4,845.00	1	\$4,845.00

Subtotal: **\$29,454.75**

Freight, Delivery and Install: **2,275.00**

Taxes As Applicable
Total: \$31,729.75



advanced exercise

Terms & Conditions

Terms: All new customers are required to pay 50% down and balance due prior to install. Residential customers, personal trainers, and orders for resale, require 100% payment before the order can be placed. All other terms and credit lines are subject to credit approval. Invoice will be due and payable, based on the original requested installation date, unless Advanced Exercise is notified in writing 60 days prior to the requested installation date with a change of the installation date. We accept checks, money orders, ACH and credit cards (under \$2000). A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, sports flooring and products with logos such as plates, dumbbells and platforms.

Return Policy: Any returns require approval in writing by Advanced Exercise Project Management. A minimum 25% restocking fee, plus freight, will be incurred for all non-custom products returned. Customized products are nonreturnable. All products with color choices are defined as custom products.

Bolt Down Requirements: Life Fitness recommends that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness requires that certain strength training equipment (specifically the Synrgy 360 90, T, XS, XM, HD Elite Half Rack/Short Base, Athletic Series Rigs, Athletic Series Racks with Wing option, Cybex PWR Play, Synrgy Outdoor BlueSky and other products to be used for body weight strap training) be secured to the floor. In the case of Synrgy 360S, T, XS, XM and the Elite HD Half Rack Short Base, the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured. **Customer Initial** _____
- Customer has identified and informed Advanced Exercise of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation.

Customer Initial _____

- Customer has confirmed that the subfloor consists of no less than 4.0 inches of concrete. **Customer Initial** _____
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. **Customer Initial** _____

If your order includes any of the equipment requiring bolting to the floor, initials are required above and an additional signed waiver will be required to place the order. Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Core Energy, Boxing mounts and other products that require bolting to the facility structure.

Wall & Ceiling Attached Items: The installation of any items such as TRX Multi Mounts., X Mounts, Wall Mat Racks, etc. that require bolting to walls or ceilings are not included in the proposal unless otherwise noted.

Flooring Installation: Refer to the product specifications to ensure that the sub floor meets the material installation requirements. Freight offloading, inside delivery, adhesive, moisture tests, moisture reducers, base boards, sub floor prep, sub floor cleaning, transition strips and existing floor removal and disposal are not included unless otherwise noted on the quotation.

Storage: We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original requested delivery date is delayed by circumstances beyond our control.

Taxes: We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

Security: Until all products are paid in full, customer hereby grants to, and Advanced Exercise shall retain, a security interest in and lien on all products sold to the customer.

I accept the terms and conditions of this quote.

Signature: _____

Name: _____

Date: _____ **Customer Requested Install Date:** _____



Johnson Fitness & Wellness

Jason Richard (4654)
1600 Landmark Dr.
Cottage Grove, WI 53527
Phone: (816) 599-0012
Fax: () -
Email: Jason.Richard@Johnsonfit.com

Quote

Quote Order 22-066196
Date 01/24/24

Ship To Information

Liberty Community Center
Heather Borchardt
1600 S Withers Road
Liberty, MO 64068

Work: (816) 439-4378

Email: hborchardt@libertymo.gov

Bill To Information

Liberty Community Center
Heather Borchardt
1600 S Withers Road
Liberty, MO 64068

Work: (816) 439-4378

Email: hborchardt@libertymo.gov

Expiration Date: 6/28/2024

Terms: Prepaid

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
2	ZMD4006506	Matrix 55cm 1000 lb Anti-Burst Fit Ball - Dark Blu	Deliver	☐	\$45.00	\$27.89	\$55.78
2	ZMD4006507	Matrix 65cm 1000 lb Anti-Burst Fit Ball - Dark Gre	Deliver	☐	\$51.00	\$31.38	\$62.76
2	ZMD4006508	Matrix 75cm 1000 lb Anti-Burst Fit Ball - Lt Blue/	Deliver	☐	\$56.00	\$34.87	\$69.74
2	ZMD4009907	Matrix Xult Stability Ball Rack - 3 Ball	Deliver	☐	\$341.00	\$213.13	\$426.26
20	ZMD4004979	Matrix XULT Rubber Plate 45lb Black	Deliver	☐	\$160.00	\$99.77	\$1,995.40
		-Direct Ship to Customer Freight Delivery		☐			
				☐			
1	TF-XRBA-101	WALL MOUNT RESISTANT BAND ANCHOR (QUANTITY 2)	Deliver	☐	\$287.67	\$280.00	\$280.00
		-Ship To Stride Fitness Installer		☐			
				☐			
2	C2-RowErg14	Concept 2 RowErg w/ PM5 14" Height	Deliver	☐	\$990.00	\$990.00	\$1,980.00
1		Factory Freight		☐	\$110.00	\$110.00	\$110.00
		-Ship To Stride Fitness Installer		☐			
				☐			
1	TNStretch	True Stretch 800SS	Deliver	☐	\$3,299.00	\$2,114.29	\$2,114.29
1		Factory Freight		☐	\$124.47	\$124.47	\$124.47
		-Ship To Stride Fitness Installer		☐			
				☐			
1		Install Labor	Deliver	☐	\$775.00	\$775.00	\$775.00
		-Installation of True Stretch Cage, 2 Rowers, &		☐			
		1 Wall Mountt Band Anchor		☐			

Special Instructions:

OMNIA/NCPA CoOp Pricing

Item Total: \$7,993.70**Tax:** \$0.00**TOTAL:** \$7,993.70**Standard Terms and Conditions**

1. All orders must be prepaid before shipment without approved credit.
2. These prices are subject to change after 30 days from document date.
3. There will be a 1.5% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
4. Any changes on orders must be made within 7 days after the order is accepted.
5. Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes avoidable or beyond our control.
6. Buyer agrees to promptly file claim for all goods damaged in transit.
7. There will be a 25-35% restocking charge on merchandise ordered but not accepted. Special orders are not refundable. Delivery, Set-Up and Freight charges will not be refunded.
8. A Preventative Maintenance Agreement is available for all equipment.
9. Equipment lease is available with approved credit.
10. All unit prices are F.O.B. manufacturer.
11. Products purchased without commercial warranties that are placed in non-residential settings void manufacturer's warranty. All repair costs are customers responsibility.

Please send check payments to:**DBA Johnson Fitness & Wellness****1600 Landmark Drive****Cottage Grove, WI 53527****Acceptance of Proposal:**

These prices, specifications and conditions are satisfactory and are hereby accepted.

I am authorized to order the listed equipment with full understanding
of the payment terms.

Authorized Signature: _____**Print Name:** _____**P.O. Number:** _____**Date of Acceptance:** _____

www.johnsonfit.com/commercial

Quote: 3206888
Customer: 832527

QUOTE

Page: 1 of 1

Quote To:

HEATHER BORCHARDT
City of Liberty
101 E Kansas St
Liberty MO 64068-2313
United States

Ship To:

City of Liberty
1600 S Withers Rd
TIPS #230203
Liberty, MO 64068-4604
United States

Date: 2/22/2024

Expires: 4/12/2024

Sales Person: Scott Mullane

SMullane@power-systems.com

Line	Part	Description	Qty	Retail Price	Your Price	Ext. Price
1	70275	BOSU Home Balance Trainer	3.00	\$145.00	\$130.50	\$391.50
2	80241	Economy Wall Rack for Foam Rollers	3.00	\$285.50	\$222.69	\$668.07
3	61947	Black Chrome Cable Attachments Bar and Accessory Rack	2.00	\$485.50	\$368.98	\$737.96
4	83038	Vertical Wall Bar Holder	2.00	\$57.50	\$43.12	\$86.24
5	68160	Wall-Mounted Rack	1.00	\$88.00	\$67.76	\$67.76
6	80186	Studio Foam Roller Cart	2.00	\$265.00	\$222.60	\$445.20
8	67188	AbMat	4.00	\$39.50	\$35.55	\$142.20

Your Discount Amount is: \$614.57

Thank You for Your Business!

Sub Total:	\$2,538.93
Surcharge:	\$0.00
Shipping / Misc:	\$313.17
Tax:	\$0.00
Grand Total:	\$2,852.10



CITY COUNCIL ACTION REPORT

Meeting Date: March 25, 2024

A/R No.: 2024-46

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: MOTION TO APPROVE THE PURCHASE OF NEW TABLES AND CHAIRS FOR THE SILVER CENTER AND LCC FROM MITYLITE, INC. IN AN AMOUNT NOT TO EXCEED \$51,393.94

Summary:

- The Liberty Community Center completed a facility expansion in 2003.
- Part of the expansion included additional meeting room space.
- To accommodate the new meeting room space, 14-round banquet tables and 320 banquet chairs were purchased from MityLite Inc. In 2010, an additional 24 rectangle tables were purchased. All other meeting room tables and chairs were original to the building.
- Tables and chairs are used daily by the Community Services division for Silver Center activities.
- In 2023, staff determined that many of the tables and chairs were beginning to show significant damage and were reaching the end of their useful lifespan. Staff began planning the replacement of the meeting room tables and chairs.
- As part of the 2023 Community Services and Community Center operations budgets, staff replaced 10-round banquet tables with a purchase from MityLite Inc.
- Numerous other tables and chairs continued to fail during the 2023 calendar year. The Community Services division expressed the need for an expedited replacement plan.
- The replacement of the tables and chairs was submitted by the Community Services division as a potential project for one-time use funding for 2024 and was approved by the budget committee.
- MityLite Inc. submitted a quote for \$51,393.94 which includes the following:
 1. 300 banquet chairs
 2. 18 rectangle tables
 3. 20 round tables
 4. Freight charges
- MityLite Inc. is a member of the Buyboard Coop. The submitted quote includes the Coop pricing.
- Staff recommends purchase of tables and chairs from MityLite Inc.

Background:

The Liberty Community Center completed a facility expansion in 2003. Part of the expansion included additional meeting room space. To accommodate the new meeting room space, 14-round banquet tables and 320 banquet chairs were purchased from

MityLite Inc. An additional 24 rectangle tables were purchased in 2010. All other meeting room tables and chairs were original to the building.

The tables and chairs are used daily by the Community Services division for Silver Center activities. In 2023, staff determined that many of the tables and chairs were beginning to show significant damage and were reaching the end of their useful lifespan. The staff began planning the replacement of the meeting room tables and chairs. As part of the 2023 Community Services and Community Center operations budgets, staff replaced 10-round banquet tables with a purchase from MityLite Inc.

Numerous other tables and chairs continued to fail during the 2023 calendar year. The Community Services division expressed the need for an expedited replacement plan. The replacement of the tables and chairs was submitted by the Community Services division as a potential project for one-time use funding for 2024 and was approved by the budget committee.

MityLite Inc. submitted a quote for \$51,393.94 which includes the following:

- 300 banquet chairs
- 18 rectangle tables
- 20 round tables
- Freight charges

MityLite Inc. is a member of the Buyboard Coop. The submitted quote includes the Coop pricing.

Staff recommends purchase of tables and chairs from MityLite Inc.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 11.60.415.36.7342	Amount: \$51,393.94
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. CITY OF LIBERTY COMMUNITY CENTER MO 198361 - Classic chairs and tables

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



MITYLITE

holsag

BERTOLINI

XpressPort

Created On: 1/26/2024

Sales Quote Number: SQ56772

Mity Customer Number: 198361

Page: 1 Of 2

Deposit required. Amount subject to credit approval.

Bill

To: CITY OF LIBERTY COMMUNITY

Casey Gaines
Liberty Community Center
1600 South Withers Road
Liberty, MO 64068

Sell

To: CITY OF LIBERTY COMMUNITY

CENTER
Casey Gaines
Liberty Community Center
1600 South Withers Road
Liberty, MO 64068

Ship

To: CITY OF LIBERTY COMMUNITY CENTER

Casey Gaines
Liberty Community Center
1600 South Withers Road
Liberty, MO 64068
816-439-4375

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Net 30 Days	John King

Item No.	Description	UOM	QTY	Unit Price	Total Price
CLSQ00W000009420W 50	CLASSIC SQUARE OPEN CHAIR Finish: Java Back: Fixed Seam Style: Waterfall Leg: Standard Chair Upholstery: • Connelly - Hawk, I-Clean	Each	300	\$112.00	\$33,600.00
RT3096SGBXE00060000	RT 3096 SGB W29BLK XEA ABS RECTANGLE TABLE 30" X 96" Top: Speckled Grey (Smooth) Bottom: Black Xtreme Edge Leg: Wishbone Leg/Base Color: Black Sand Height: 29in. Tall	Each	18	\$362.53	\$6,525.54

Subtotal \$51,393.94

Sales Tax \$0.00

THANK YOU FOR CHOOSING MITY!

Quote Total **\$51,393.94**

Signature: _____

Date: _____

*** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.**

*** Customer is responsible for offloading order at delivery time unless otherwise prearranged.**

***Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.**

*** Mity, Inc. charges a 3% processing fee for all credit card payments.**



MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



MITYLITE

holsag

BERTOLINI

XpressPort

Created On: 1/26/2024

Sales Quote Number: SQ56772

Mity Customer Number: 198361

Page: 2 Of 2

Deposit required. Amount subject to credit approval.

Bill

To: CITY OF LIBERTY COMMUNITY

Casey Gaines
Liberty Community Center
1600 South Withers Road
Liberty, MO 64068

Sell

To: CITY OF LIBERTY COMMUNITY

CENTER
Casey Gaines
Liberty Community Center
1600 South Withers Road
Liberty, MO 64068

Ship

To: CITY OF LIBERTY COMMUNITY CENTER

Casey Gaines
Liberty Community Center
1600 South Withers Road
Liberty, MO 64068
816-439-4375

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Net 30 Days	John King

Item No.	Description	UOM	QTY	Unit Price	Total Price
CT60SGBXE00060000	CT 60 SGB W29BLK XEA ABS ROUND TABLE 60" (5FT) Top: Speckled Grey (Smooth) Bottom: Black Xtreme Edge Leg: Wishbone Leg/Base Color: Black Sand Height: 29in. Tall Freight Estimate - 53' Truck #141264	Each	20	\$397.82	\$7,956.40
			1	\$3,312.00	\$3,312.00

THANK YOU FOR CHOOSING MITY!

Subtotal \$51,393.94
Sales Tax \$0.00
Quote Total **\$51,393.94**

Signature: _____

Date: _____

*** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.**

*** Customer is responsible for offloading order at delivery time unless otherwise prearranged.**

***Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.**

*** Mity, Inc. charges a 3% processing fee for all credit card payments.**



MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191



CITY COUNCIL ACTION REPORT

Meeting Date: March 25, 2024

A/R No.: 2024-457

Department: Technology & Logistics

Submitted By: Wade Thomas, Director
Technology & Logistics

Subject: MOTION TO APPROVE THE PURCHASE OF DELL DATA DOMAIN
BACKUP STORAGE FROM THE REDESIGN GROUP IN AN AMOUNT NOT TO
EXCEED \$50,385.00

Summary:

- Storage and backup best practices follow what is called the 3-2-1 model. The basic concept of the 3-2-1 strategy is that three copies of your data exist and are protected. One primary and two secondary backups. Further, the copies are stored in two different storage media locations, including one off-site.
- The city currently has a 3-2-1 model in place. However, it is incomplete and not a true 1-to-1-to-1 copy of all data. This additional data domain will be placed at one of the City's I.T. Data centers. This will replace our current off-site solution providing better de-duplication, more comprehensive backups and at a lower annual cost.

Background:

The City's current off-site solution has an annual cost of roughly \$65,000.00 and increases year after year. This solution, while it accomplishes its primary objectives, does have its limitations. Due to cost, we are unable to back up all the data. Instead, data is prioritized to ensure we have a 3-2-1 backup model for all critical and important data. Additionally, while the data is protected and available, recovery of the data is not automatic and will take time to retrieve. It would require extensive bandwidth and an uncompromised network in the event it may be needed.

The addition of a second Dell Data Domain, purchased through [Re]Design, will be housed off-site but still easily accessible when needed. This would shorten recovery time. It also would allow more comprehensive back up of city data. This would be done through replication of our current copies directly to the secondary data domain.

Below is a synopsis of the new 3-2-1 backup model that will hereafter be in effect:

- Current Veeam Backups (1 yearly, 1 quarterly, 1 monthly with 120 restore points daily)
- Redundant Backups (2 copies of the data)
- Replication to the 3rd datacenter (at a City facility separate from the City's other two datacenters)
- A future option for Cloud Tiering is to ship older data such as quarterly and yearly backups to a GovCloud Tier supported by Dell. This gives an additional offsite and media type for backups. This will be looked at in 2025. Early indications suggest this would provide another layer of protection while still remaining less expensive than our current solution.

Furthermore, the data domain is a one-time purchase with 3 years of maintenance and support included. Maintenance and support can also be extended past the 3 years when it is up for renewal. This is typical as the expected lifespan of data domains is 5 years or so. The annualized savings of this project over 5 years would be, at minimum, \$275,000.00. Realistically, this amount would be higher due to the current solution cost increasing annually. The savings are calculated as follows:

- One time purchase of a data domain is \$50,000.00
- The annual cost of the current solution is \$65,000.00 X 5 = \$325,000.00
- \$325,000.00 - \$50,000 = \$275,000.00 5 year savings

The I.T. Department received three quotes for this solution, and they are outlined as follows:

- [Re]Design (Dell Titanium Partner) - \$50,385.00
- Dell Technologies - \$55,380.82
- Technology Group Solutions - \$58,459.83

Staff selected the quote by [Re]Design based on price and product expertise. While this is simply a hardware purchase, available expert support is preferred should staff ever need assistance.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 10.90.132.36.7201	Amount: \$65,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. ReDesign Data Domain Quote

City of Liberty, Missouri - Data Domain

City of Liberty, Missouri

Data Domain

Description		Price	Qty	Ext. Price
MHEC	(MHEC) Contract Code: C000000985001			
210-BCFX	Controller DD6400 NFS CIFS	\$5,217.87	1	\$5,217.87
321-BHJM	SYSTEM DD6400 PSNT	\$0.00	1	\$0.00
800-BBQV	Informational Purposes Only	\$0.00	1	\$0.00
877-3653	Dell Hardware Limited Warranty	\$210.79	1	\$210.79
877-3672	ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	\$700.36	1	\$700.36
877-3675	ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	\$1,834.42	1	\$1,834.42
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	\$0.00	1	\$0.00
619-ARIH	DD OS 7.7X=IA	\$0.00	1	\$0.00
492-BDET	DD 10GSFP IO MODULE NDC INTEL	\$303.78	1	\$303.78
400-BMSJ	DD6400 1.92TB Internal Cache SSD	\$0.00	1	\$0.00
750-ADOJ	DD6400 Field Install Kit	\$598.56	1	\$598.56
149-BBKF	LICENSE BASE DD OE=IA	\$0.00	1	\$0.00
868-5904	3 Years ProSupport Plus Mission Critical Operating Env Sftwr Spt- Maint	\$1,666.61	1	\$1,666.61
868-5661	3 Years ProSupport Plus Mission Critical Capacity Bundle 1TB Raw Sftwr Spt-Contract	\$0.00	1	\$0.00
868-5928	3 Years ProSupport Plus Mission Critical DD Cloud Tier Sftwr Spt- Contract	\$0.00	1	\$0.00
825-8623	Certified Deployment Partner T1 or Distributors	\$0.00	1	\$0.00
379-BDPD	ISG Product (info)	\$0.00	1	\$0.00
800-BBQV	Informational Purposes Only	\$0.00	48	\$0.00
492-BDEW	DD 10GSFP ENET 4PT INTEL	\$392.76	1	\$392.76
470-AFCN	Cable 10GbE 3M AOC	\$105.35	4	\$421.40
407-BCUG	XCVR 10GbE SR SFP Intel	\$132.37	4	\$529.48
450-AJDQ	POWER CORD;DD NAMER 240V,6-15P,C13,6FT	\$7.91	2	\$15.82
149-BBKE	DD6400 Capacity License Bundle 1TBu=CC	\$458.82	48	\$22,023.36

Data Domain

Description		Price	Qty	Ext. Price
868-5703	3 Years ProSupport Plus Mission Critical Capacity Bundle 1TB Raw Sftwr Spt-Maint	\$165.18	48	\$7,928.64
151-BBRH	DD6400 Cloud Tier 1TB =CC	\$0.00	208	\$0.00
868-5939	3 Years ProSupport Plus Mission Critical DD Cloud Tier Sftwr Spt-Maint	\$0.00	208	\$0.00
210-BCGF	ES40 SHELF 12G 15X8TB SAS Field DD6400	\$6,384.31	1	\$6,384.31
877-3727	Dell Hardware Limited Warranty	\$210.79	1	\$210.79
877-3746	ProSupport Plus Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 3 Years	\$518.86	1	\$518.86
877-3749	ProSupport Plus Mission Critical 7X24 Technical Support and Assistance 3 Years	\$1,359.50	1	\$1,359.50
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	\$0.00	1	\$0.00
825-8623	Certified Deployment Partner T1 or Distributors	\$0.00	1	\$0.00
379-BDPD	ISG Product (info)	\$0.00	1	\$0.00
800-BBQV	Moogsoft Cloud 12 Month Subscriptions	\$0.00	48	\$0.00
470-ADZE	DD 3M SAS HD FLEX	\$67.69	1	\$67.69
			Subtotal:	\$50,385.00

Implementation

Description		Price	Qty	Ext. Price
Implementation	[RE]DESIGN White Glove Fixed Scope Implementation - Included	\$0.00	1	\$0.00
			Subtotal:	\$0.00

City of Liberty, Missouri - Data Domain



Prepared by:
The [RE]DESIGN Group
Kasey Hunt
405-761-9126
khunt@redesign-group.com

Prepared for:
City of Liberty, Missouri
101 East Kansas Street
Liberty, Missouri 64068
Joe Phillips
jphillips@libertymo.gov

Quote Information:
Quote #: 005386
Version: 1
Delivery Date: 03/07/2024
Expiration Date: 04/03/2024

Quote Summary

Description	Amount
Data Domain	\$50,385.00
Implementation	\$0.00
Total:	\$50,385.00

Acceptance and Incorporation by Reference

Acceptance of this Quote is binding and the above item(s) will be purchased in reliance thereon. All sales are final. Payment Terms are Net 30. After orders are placed, a final invoice will be provided that shall include all applicable taxes and shipping charges not included herein.

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between REDESIGN Group (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date"). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the applicable document identified on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding Provider's Services.

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitute your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable. You may access the current version of the terms and conditions at any time by visiting <http://redesign-group.com/legal>.

The parties, acting through their authorized officers, hereby execute this Agreement.

Signature: Phil Sanginario

Name: Phil Sanginario

Title: President

Date: 3/14/2024

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Agreement	Description
Master Services Agreement	General terms and conditions applicable to all Provider products and services
Services Attachment for Managed Services	Core managed services including monitoring, remote management, and help-desk
Data Processing Agreement	Data security and privacy agreement including statutorily required terms
Service Level Objectives	Targeted response times by tier of severity
Schedule of Services	Description of managed services offered by Provider
Schedule of 3rd Party Services	Notice of third-party services and waiver of claims

The Future Belongs to the Curious

redesign-group.com



Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: MOTION TO APPROVE THE PURCHASE OF FURNITURE FOR THE FIRE
DEPARTMENT FROM DREAMSEAT IN AN AMOUNT NOT TO EXCEED \$22,973.00

Summary:

Replacement of Recliners at Stations 1 and 2 as well as new furniture for the
expansion/addition to Station 3

Background:

Liberty Fire Department crews work and live at their assigned fire stations during their
24-hour shifts. With the normal wear on furniture at the stations, the Fire Department
has created a five-year replacement schedule for the recliners at all the fire stations.
This year we will need to replace a total of 16 recliners. In addition, with the expansion
of station 3, we will be adding two additional recliners, 12 office chairs and four swivel
bar stools. The department is providing additional stools, chairs and recliners as the
crew members that staff the third ambulance will be transferred to station 3 (currently
housed at station 1) once the addition is complete.

Dreamseat is maker of the recliners, chairs and stools that we have at each of the
stations. They were chosen for their construction, wipeable surfaces (an NFPA
recommendation) and reliability.

Staff recommends the purchase of eighteen recliners, twelve office chairs and four
stools from Dreamseat in an amount not to exceed \$22,973.00.

Previous Action (if applicable):

Previously purchased furniture from Dreamseat on our 5-year replacement cycle

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 58.50.325.18.5601	Amount:\$22,973.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-	Line Item:	Amount:

Budgeted	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Dreamseat Quote for Liberty Fire Department

**Bill To:**

Chris Young
Liberty FD (MO)
200 West Mississippi rd
Liberty MO 64068
US

Ship To:

Chris Young
Liberty FD (MO)
200 West Mississippi rd
Liberty MO 64068
US
Phone:(816) 439-4310

Quote Date: 2/27/2024**Quote No:** ES00029459**Salesperson:** KLAR

Dear Chris Young

Thank you for your interest in our DreamSeat family of products. Each piece of XZipit furniture features our patented hidden interchangeable logo system, allowing for endless customization possibilities. Choose from an endless array of logo panels or customize your own. Change the look of your furniture in seconds. You can select from a full line of commercial and residential furniture all designed with top quality materials with superior comfort and style. DreamSeat LLC, is proud to offer you the following:

Item Code	Description	Qty	Unit Price	Total
XZ52031CDRRBLK	XZipit Rocker Recliner	18.000	799.00	14,382.00
XZOC2000	XZipit Office Chair 2000	12.000	399.00	4,788.00
XZ2000BSSBLK	XZipit Swivel Bar Stool 2000 Black	4.000	299.00	1,196.00
POCUSTOM	Custom 30" Dillon Black XZipit Panel	34.000	0.00	0.00
FREIGHT	Freight Charge	1.000	2,607.00	2,607.00

		Sale Amount:	22,973.00
		Order Disc(0.0000%):	
		Sales Tax:	0.00
		Total Amount:	22,973.00

Thank you for allowing us to quote you for your project. If you have any questions or need any additional information, please feel free to contact me at your earliest convenience at (631) 656-1066.

Terms: Due Upon Receipt

Dream Seat is not the importer of record and the purchaser of the product will take ownership at the border.

Quote valid for 30 days.





Bill To:

Chris Young
Liberty FD (MO)
200 West Mississippi rd
Liberty MO 64068
US

Ship To:

Chris Young
Liberty FD (MO)
200 West Mississippi rd
Liberty MO 64068
US
Phone:(816) 439-4310

Quote Date: 2/27/2024

Quote No: ES00029459

Salesperson: KLAR

Earliest date you can receive product: _____

Need by date: _____

Invoice to Email Address: _____

Logo Pantones: _____

All appropriate shipping accessorial items deemed necessary to deliver your product will be selected when quoting and delivering.

If you request the delivery driver to bring your product inside then you (the client) will be responsible for the additional charges from the carrier.

Patent Agreement

By authorizing this purchase, you agree to maintain the integrity of the XZipit furniture Patent and Licensing for the life of the product. It is agreed all panels used on the XZipit furniture by you are manufactured by DreamSeat. This will guarantee the long term life and quality of our XZipit products. You understand and agree that the use of any other panel is a violation of our XZipit Patent and License. DreamSeat, LLC will pursue legal restitutions to protect the XZipit Patents and License by enforcing them the fullest extent of the law.

Authorized Signature of Acceptance

Date of Acceptance

Print Name



**Bill To:**

Chris Young
Liberty FD (MO)
200 West Mississippi rd
Liberty MO 64068
US

Ship To:

Chris Young
Liberty FD (MO)
200 West Mississippi rd
Liberty MO 64068
US
Phone:(816) 439-4310

Quote Date: 2/27/2024

Quote No: ES00029459

Salesperson: KLAR

****IMPORTANT DOCUMENT-MUST READ****

RECEIVING DREAMSEAT SHIPMENTS

If you are not the one physically receiving the DreamSeats product, you must make sure the receiver has this information as you (the customer) will be responsible for accepting delivery.

DreamSeats contracts carriers to deliver your order and it is extremely important to us that you are satisfied with the overall services as well as the condition of the product received upon arrival. We want you to be aware of your rights and responsibilities as the end recipient.

If freight is signed for without indicating any damaged or missing pieces, it is almost impossible to get the freight companies to take responsibility and we cannot be held responsible if the procedures below are not followed.

*****PLEASE DO NOT USE SHARP OBJECT TO OPEN CARTONS*****

1. Upon delivery, make sure the pallet and box count matches the bill of lading, and the product that was ordered was received. It is DreamSeats expectation that the receiver make note of any count discrepancies (shortages or overages) on the driver's bill of lading before signing for the receipt of the shipment.

2. Upon delivery, make note of any physical damages to the packaging. Damaged packaging, which may be subject to concealed damages, should have pictures taken and should be opened and inspected immediately. Photos of the identification labels on the box and close ups of the damage should also be taken. If there are damages or merchandise of the wrong color received, **SAVE THE PACKAGING THAT THE MERCHANDISE CAME IN!** You will need that to wrap up damaged piece to return to us if that is the case. ****When signing the bill of lading, write down any damage such as box corners crushed, tears, rips slices, marks, etc. ** IF BOXES ARE TERRIBLY DAMAGED YOU HAVE THE RIGHT TO REFUSE THE SHIPMENT, PLEASE USE YOUR DISCRETION.**

3. Upon delivery, you must open all cartons prior to signing the bill of lading. If driver does not stay before you inspect your shipment, write "DRIVER DID NOT STAY AND SHIPMENT IS SUBJECT TO INSPECTION". Driver will give you a copy of the bill of lading, if not, ask for one as this is the only documentation of the condition notating damages or missing product.

4. If the paperwork is signed free and clear of any count discrepancies or damages, then any claims to DreamSeats after the fact will be null and void. Signing the delivery receipt without inspection indicates that you are receiving the product in good order. A bill of lading is a legal document and DreamSeats has no recourse against transport companies if the Receiver has signed for receipt without notice of damages or missing pieces.



**Bill To:**

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Liberty FD (MO)
200 West Mississippi rd
Liberty MO 64068
US

Ship To:

Chris Young
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Liberty MO 64068
US
Phone:(816) 439-4310

Quote Date: 2/27/2024**Quote No:** ES00029459**Salesperson:** KLAR

XZIPIT LOGO PANELS

IMPORTANT: If your shipment includes XZipit Logo Panels (will be noted on packing slip), they are not on the furniture and are packaged separately in a clear plastic bag and placed in the chair box marked "XZipit Logo Panels Enclosed." Please look over your boxes and packaging thoroughly to make sure you have the panels before you dispose of the packaging.

It is imperative that all claims of missing or damaged freight and wrong color merchandise be reported to DreamSeats within 48 hours of receipt. DreamSeats Logistics team will investigate and assess each Claim and will initiate the corrective action. DreamSeats will not be liable to repair or replace product if the above mentioned procedures have not been followed. In the event that the damages are discovered after the driver is released, please contact your Sales Person immediately. Although all claims will be considered on a case by case basis, failure to file a claim in a timely maner may result in the claim being refused.

TO REPORT A CLAIM

All packages must be opened and inspected at time of delivery. Losses and/or damages (visible or concealed) must be reported to your DreamSeats' Sales Representative within 48 hours of receipt or it will not be honored by DreamSeats. Send photos of the damaged packaging, damages to the product and all manufacturing tags/labels which are usually located underneath the furniture as well as a description of the damages.

Once our Sales Representative has all the information, it will be forwarded to our Claims Department and investigated to get you the best results in fixing the situation in a timely manner.

Thank you for you business and if you have any questions, please don't hesitate to contact us.

DreamSeats, LLC
150 Motor Parkway, Suite 200
Hauppauge, NY 11788
631-656-1066
631-845-0470 FAX
orders@dreamseat.com





**CITY COUNCIL
ACTION REPORT**
Meeting Date: March 25, 2024
A/R No.: 2024-460

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: MOTION TO APPROVE THE PURCHASE OF HALLOWELL GEAR LOCKERS FROM COMMERCIAL BUILDING SPECIALTIES FOR THE NEW ADDITION AT FIRE STATION 3 IN AN AMOUNT NOT TO EXCEED \$39,460.00

Summary:

Purchase of personnel gear lockers for the new addition at Fire Station 3 in an amount not to exceed \$39,460.00

Background:

The Fire Department is needing to purchase gear lockers for each of the 10 new bunk rooms in the new addition to Fire Station 3. Currently, each member has a locker that, depending on the location, maybe in a different part of the building, may be smaller than the others and range in condition. With the new addition, each bunk room will have three gear lockers that have a large locker on top, a seat for changing and a large drawer on the bottom to hold bedding.

We received bids from three different vendors, all for similar lockers (some with varying options) and have chosen the Hollowell Lockers from Commercial Building Specialties. These lockers have the most options and are the least expensive for the department.

- Commercial Building Specialties- \$39,460.00
- Southwest Solutions Group- \$59,269.56
- Carroll Seating- \$54,434.00

Staff recommends the purchase of 30 lockers from Commercial Building Specialties in an amount not to exceed \$39,460.00.

Previous Action (if applicable):

No previous action taken

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:58.50.325.18.5601	Amount:\$39,460.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Station 3 Lockers

COMPANY:

COMMERCIAL BUILDING SPECIALTIES

DATE: 9/14/2023

CONTACT: JESSICA PHAM

ADDRESS: 9120 FLINT ST.

EMAIL: jpham@cbssupplykc.com

OVERLAND PARK, KS 66214

SIGNATURE:

PHONE NO: 913-585-0020

BID DATE:

TO:

ESTIMATOR

PROJECT:

LIBERTY FIRE DEPARTMENT

ADDENDA RECEIVED?

BASE BID: PER PLANS & SPECS? ☐ YES ☒ NO

Spec Section	Description Of Work:	Amount of Bid:
105100	LOCKERS - HALLOWELL	\$ 39,460.00
	30: 1-Tier; All Welded-Task Force XP, Extreme Performance	
	Locker w/ Base Drawer Unit; Color #725 Dark Gray; Top Units	
	24"W x 24"D x 72/90"H; Base Drawer 24"W x 36"D x 18"H;	
	Overall Height is 90"; Louvered Vent	
	Sales Tax Not Included	

PRICE BASED UPON SINGLE SHIPMENT. CUSTOMER TO UNLOAD.

Bonds Included?	N	Furnished and Installed?	N
Sales Tax Included?	N	Labor/Install ONLY?	N
Union Labor?	N	Materials Delivered ONLY?	Y
Visited Job-Site?	N	Freight Included?	Y
Prevailing Wage?	N	Scope Letter?	N

Quotes are valid for 15 days and will need to be requoted at the time of order.

Exclusions/Qualifications Or Other Clarifications:

CBS is a material supplier only. All field verified dimensions, unloading and installation by others.

Order must be placed in less than 30 days and items must ship by 12/15 for this pricing.

Quoted per request, no plans or specs given.

****CBS will only accept purchase orders with no retainage if this proposal is accepted.***

City Council Meeting

Special Session Minutes

January 16, 2024

I. CALL TO ORDER

A special session meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on January 16, 2024 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. 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
Vicki McClure, Finance Director
Andy Noll, Utilities Director
BJ Staab, Parks and Recreation Director
Jimmy Gibbs, Assistant Parks and Recreation Director
Jim Martin, Police Chief
John Mills, Fire Chief
Brandon Smith, Economic & Business Dev. Manager
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

Public Present: 4 members of the public

III. CONSENT AGENDA

A. MOTION TO APPROVE THE PURCHASE OF ROAD SALT FROM INDEPENDENT SALT COMPANY IN AN AMOUNT NOT TO EXCEED \$81,000.00

Due to the anticipated demand for road salt over the winter months, it is necessary to arrange for the purchase of the required salt material at this time. Authorizations of this blanket purchase order will ensure delivery of materials as necessary to replenish the inventory of road salt utilized during winter. This purchase will be treated as a balance sheet inventory item. When quantities are consumed, the commodity will be charged to the expense budget and the inventory balance reduced. The 2024 budget proposal will include adequate funds to cover the expenses realized in 2024.

The City of Gladstone coordinated a cooperative bid process for the supply of road salt. Participants in the process include Gladstone, Liberty, Excelsior Springs and Clay County.

Prices received are as follows for 7-day delivery:

- Independent Salt Company \$60.78
- Hutchison Salt Company \$60.89
- Central Salt, LLC \$61.33

The lowest unit cost was Independent Salt Company at \$60.78 per ton including material and delivery costs within a 7-day delivery timeframe. The cost of the salt has risen to the 2020 range, which was the high cost of \$60.99 per ton. Based on costs in today's market and the close cost between all the bidders, this seems to be a reasonable price.

Action: Council Member Phillips moved to approve the motion. 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

B. MOTION TO APPROVE THE PURCHASE OF POLICE DEPARTMENT VEHICLES FROM LANDMARK DODGE IN INDEPENDENCE, MISSOURI IN AN AMOUNT NOT TO EXCEED \$305,553.00

In September 2022, the Police Department ordered six 2023 Ford Police Interceptor Utility Vehicles. Due to supply chain issues and a worker strike, the Police Department still has not received delivery of those vehicles from Ford. The Police department has since learned Ford will not be taking orders for 2024 Ford Police Interceptor Utility Vehicles until February 2024. Ford cannot guarantee delivery of those vehicles in 2024, and it is possible, the Police department would not be able to obtain those vehicles at all due to a redesign of the Police Interceptor Vehicle in 2025.

Dodge Durango Pursuit vehicle orders are able to be fulfilled in approximately four months. This provides more stability for Police vehicle replacements as many current Police vehicles are getting higher in mileage and maintenance costs are mounting. Seven Dodge Durango Pursuit vehicles will replace six current Police vehicles, two of which are over 10 years old. The seventh vehicle is needed as the Police department added a detective position in 2024. The detective needs a vehicle to perform their daily functions.

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 2024 Police vehicles. The Police Department is recommending the purchase of seven Dodge Durango Pursuit vehicles to add to and replace older vehicles in its fleet for a total cost of \$305,553.00.

The Police Department is making this purchase with funds from its 2024 General Fund Budget.

Action: Council Member Phillips moved to approve the motion. 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

C. MOTION TO APPROVE THE PURCHASE OF A 2024 VACTOR 2100I COMBINATION VAC TRUCK FROM KEY EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$548,080.92

The Utilities Department is highly dependent upon a utility maintenance truck for the daily activities of the Utilities Wastewater Collections Division. The vehicle and equipment are necessary for the repair and maintenance of the sanitary sewer collection system. The truck is used for hydro-excavation of sewer mains and water and for sewer cleaning. The truck is also used as backup equipment for water breaks and repairs. With the prevalence of utilities being bored into utility easements over and around water/sewer mains, it is vital for spotting utilities to not damage them.

Staff researched and received quotes on equipment mid-year 2023. Staff replaced the 2017 vac-truck with a 2023 Vactor 2100i because of repair and maintenance issues. Based on this purchase, staff feels purchasing an identical piece of machinery will be an advantage for ease of use, parts, maintenance and interchangeability of equipment.

Staff recommends purchasing the 2024 Vactor 2100i tandem axle from Key Equipment in the amount of \$548,080.92.

Action: Council Member Phillips moved to approve the motion. 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

VIII. PUBLIC HEARINGS

A. ORDINANCE ADOPTING AND APPROVING THE AMENDED DEVELOPMENT PLAN FOR THE DOWNTOWN AREA REDEVELOPMENT PROJECT (INCLUDING THIRTY FIFTH AMENDMENT FOR THE 8 N MAIN PROJECT) SUBMITTED BY THE LIBERTY MUNICIPAL REDEVELOPMENT CORPORATION

The owner of the property, Mathes Investments, LLC. ("8 N Main Owner") desires to utilize the Chapter 353 program to improve and remove blighting factors from the property ("8 N Main").

The cost of improvements that are included within the tax abatement request is \$111,500.00. Approximately \$59,500.00 is exterior work.

The project qualifies for Level A-2 of abatement (10 years 100% improvement value abatement) and meets the requirement that 50% of improvements must be exterior.

The redevelopment plan consists of new paint on the exterior of the building. Replacement of window trim (no new windows installed), repair rotting above back door, roof repair, back deck repair and steps, seal back door and new basement door. Interior improvements consist of new paint, new ceilings, carpentry, HVAC, electrical and flooring on the second floor.

The total cost of the project is estimated to be \$111,500.00. The improvements meet the guidelines that 50% of the improvement cost eligible for abatement is exterior as required.

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

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

Document No. 9699 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 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. 11865.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ORDINANCE APPROVING VENDOR PAYMENTS FOR THE PERIOD OF DECEMBER 8, 2023 TO JANUARY 5, 2024

Document No. 9700 was read.

Action: Council Member Graham moved to approve the vendor payments. Council Member Hagan 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. 11866.

B. ORDINANCE APPROVING A DEVELOPMENT AGREEMENT AND CONVEYING LOTS 7 & 9 NORTH WATER STREET TO STAR DEVELOPMENT AND TIM HARRIS

On May 5, 2016, a 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 buildings to the north. The building at 5 North Water was damaged irreparably and was demolished. The building at 7 North Water is currently standing with the support of extensive interior shoring.

The City of Liberty acquired the building located at 7 N. Water Street from 7 N Water, LLC, and 9 N Water from KMW Property Management, LLC. Star Development currently owns properties addressed as 1, 3 and 5 North Water Street. Transferring 7 and 9 North Water to Star Development will help the downtown move towards the renewal and revitalization of this blighted corner.

The City will transfer the properties to Star Development in an “as is” condition. Due to the current state of the buildings, Star Development will coordinate demolition, submit redevelopment plans and commence construction within a mutually agreed timeframe as outlined in the development agreement.

The transfer of these properties would be the next step in moving towards reclaiming and redeveloping this corner of Liberty’s historic square.

Document No. 9701 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 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. 11867.

C. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH KOHL WHOLESALE FOR FY2024 CONCESSION FOOD AND SUPPLIES IN AN AMOUNT NOT TO EXCEED \$88,000.00

The Parks and Recreation Department operates two concession stands for programs and events held at the Capitol Federal Sports Complex. Independent contractors are engaged to deliver concession food, beverages and supplies to the Sports Complex concession stands. Because the services requested are specialized, services are divided into two separate groups (concession food and supplies; beverages).

Services covered by this contract include all concession food and supplies that will be resold in FY2024. The Sports Complex operating budget includes funding for all supplies in the amount of \$138,000.00 of which \$88,000.00 is planned for food and supplies.

Staff solicited proposals from four area food delivery vendors (Sysco, KOHL, Graves, and EVCO) as well as publicly advertised food and supply delivery services. One sealed proposal and one email proposal were received. A “basket of goods” analysis was used to compare unit pricing between the two to ensure competitive pricing. It is important to note that the “basket of goods” analysis does not include an exhaustive list of all products purchased but focuses on the primary products purchased each year. For this analysis, staff used FY 2023 numbers of cases/units purchased as well as volume based on event usage to project FY2024 annual costs bid, which is summarized in the table below:

BIDDER	“basket of goods” ANNUAL COST ESTIMATE
Kohl Wholesale	\$57,900
Graves Foods	\$62,000

Graves Foods did not submit their bid according to the RFP directions. Therefore, staff did not consider their bid valid; staff recognized KOHL as the sole provider for concession food and supplies. KOHL is also the food service provider for the Liberty School District. Staff recommends engaging in a guaranteed pricing contract with the sole bidder, Kohl Wholesale. This agreement is year three (2024) of the potential three one-year agreements expiring December 31, 2024.

Document No. 9702 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 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. 11868.

D. ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT FOR PARTICIPATION IN THE 2024 REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM IN AN AMOUNT NOT TO EXCEED \$34,775.75

Included in the 2024 solid waste budget are funds for Liberty's participation in the regional Household Hazardous Waste (HHW) program offered by the Mid-America Regional Council (MARC) solid waste management district. Participation in the program allows Liberty residents to use permanent collection facilities located at 4707 Deramus, Kansas City, MO and 2101 S.E. Hamblen Road, Lee's Summit, MO, as well as to participate in mobile collection events throughout the metropolitan area without additional charge.

The City of Liberty has participated in the regional Household Hazardous Waste program since it started in 1997. Annual mobile events were held in Liberty until the COVID pandemic lead to a pause in mobile events. Through the third quarter of 2023, 381 Liberty residents safely disposed of 39,789 lbs. of material at the permanent sites and mobile collection events. After COVID, we determined a goal to host an in-town mobile event every other year and will work to host an event in 2024. For comparison, the last in-town event in 2022 served 383 attendees and generated 36,278 lbs. of material in one morning.

Materials accepted for safe disposal include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, house cleaners, fluorescent bulbs, and other items such as nail polish, bug spray, and oven cleaners.

The cost to participate in this program in 2024 is \$34,775.75, which has increased from the 2022 payment of \$33,414.70. Participation cost is dependent on population size, with each community being charged \$1.13 per resident based upon the 2022 population estimates (Liberty pop 30,775). The 2023 charges were \$1.10 per resident.

Document No. 9703 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 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. 11869.

- E. ORDINANCE AMENDING ORDINANCE NO. 11799, APPROVING A CONTRACT WITH THE MID-AMERICA REGIONAL COUNCIL PERTAINING TO SENIOR SERVICES BY APPROVING AMENDMENT #1, INCREASING THE SET MAXIMUM REIMBURSEMENT RATES FROM A PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024 IN AN AMOUNT NOT TO EXCEED \$135,826.00

Annually, the City of Liberty is awarded operating contracts by the Mid-America Regional Council (MARC) to support senior center administration, site person transportation, home delivered meal delivery, home delivered meals administration of a volunteer system, evidence-based DPHP programs, and home delivered meal reassessments. All contracts are for the state fiscal year from July 1 through June 30. These are dollar amounts reimbursed (paid) to the City of Liberty from MARC for providing these services. In December, nearly all of the MARC funding had been expended for transportation to and from the Silver Center, largely due to increased programming and activities. The amendment to the contract provides an additional \$10,000.00 to transportation services to and from the center.

All MARC funding is based on usage and capped at the grant funded amounts.

The table below outlines the maximum amounts to be paid as agreed upon in the original contract and the new maximum amounts to be paid proposed in Amendment #1:

Service	Original Contract	Amendment #1
Transportation services to and from the center, unit rate \$2.75/one-way trip	\$7,370	\$17,370
Delivery of home delivered meals, unit rate \$2.20	\$21,252	\$21,252
Home delivered meals administration of a volunteer system, unit rate \$5.35	\$51,704	\$51,704
Evidence-based DPHP programs	\$10,000	\$10,000
Home delivered meals reassessments	\$2,500	\$2,500
Administration of senior center	\$33,000	\$33,000
Total value of contract	\$125,826	\$135,826

Document No. 9704 was read.

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

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member 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. 11870.

F. ORDINANCE APPROVING A CONTRACT WITH J&M DISPLAYS FOR THE LIBERTY FEST FIREWORKS DISPLAY LOCATED AT CAPITOL FEDERAL SPORTS COMPLEX OF LIBERTY IN AN AMOUNT NOT TO EXCEED \$35,000.00

The City of Liberty and the Liberty Area Chamber of Commerce have hosted Liberty's Independence Day celebration at the Sports Complex since 2016 and J&M Displays has provided the fireworks for the Liberty Fest event since 2017.

Similar to past years, the fireworks will be a pyro-musical with the various shells timed to music. With funding from the Transient Guest Tax, the City of Liberty has budgeted \$35,000.00 for fireworks in 2024.

In December 2022, staff distributed a request for proposals to our list of fireworks vendor contacts and posted the RFP online. Only one response proposal was submitted - from J&M Displays.

Included in the RFP was the option to renew with the selected vendor for two additional years (2024 and 2025). J&M has provided not only excellent quality fireworks, but also excellent customer service.

Document No. 9705 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 Travis 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. 11871.

G. AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF LIBERTY AND WEATHER OR NOT WEATHER SERVICE IN AN AMOUNT NOT TO EXCEED \$22,218.00

The "Weather or Not" program is a weather tracking and alert system that is used by the City of Liberty Fire Department's (Emergency Management), Public Works, Utilities and Parks and Recreation Departments as well as the City's Special Events Teams. The

system is both an automated system that sends out texts and emails as well as real-time calls with severe weather updates. The contract allows for up to 35 users.

The automated system provides twice daily weather forecasts Monday-Friday and daily forecasts on the weekends. The service provides alerts and real-time calls for severe weather, specifically for Liberty, via text and email. City staff may also call for updates and forecasts as needed.

Document No. 9706 was read.

Action: Council Member Pozel 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 Ponder seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11872.

- H. **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**

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.

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.

Document No. 9707 was read.

Mayor Canuteson stated this item would be considered on second reading at the January 22, 2024 Regular Session.

- VI. OTHER BUSINESS
- VII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR
- VIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL
- IX. ADJOURNMENT

The meeting adjourned at 7:21 p.m.

Mayor

Attest:

Deputy City Clerk



City Council Meeting

Regular Session Minutes

February 12, 2024

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 February 12, 2024 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

Council Members Present: 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
BJ Staab, Parks and Recreation Director
Erika Brant, Parks and Recreation Community Engagement Mgr.
Hailey Kellerstrass, Community Services Manager
Matt Kellogg, Police Captain
Chris Young, Assistant Fire Chief
Katherine Sharp, Planning and Development Director
Wade Thomas, Technology and Logistics Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

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

IV. APPROVE MINUTES AND SUMMARIES

V. CITIZENS' PARTICIPATION

A. MID-AMERICA REGIONAL COUNCIL COMMUNITIES FOR ALL AGES GOLD LEVEL PRESENTATION

Lauren Schaumburg from the Mid-America Regional Council presented the City of Liberty with the Gold Level status for Communities for All Ages.

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, Mr. Holtzclaw stated he has family buried in privately owned Block 174. Mr. Holtzclaw said he has a deed to Block 174 and the City does not have a deed. Mr. Holtzclaw stated his uncle sold that property on January 6, 1900, over 124 years ago. Mr. Holtzclaw stated that when his family member passed away, he left a wife and five young children. Mr. Holtzclaw stated he is here to ask the City Council to leave the grave and the grave marker alone. Mr. Holtzclaw represents the family members of the dead buried in Block 174 and he asks the City Council to leave it alone.

Gieselle Fest – 1407 Lynette Street, Ms. Fest thanked the Mayor and City Council Members for the opportunity to speak this evening. Ms. Fest states that her position is and always has been for Block 174 and that it is privately owned land by a warranty deed similar to that of your house. Ms. Fest stated that land and ownership are very sacred as it goes to the heart of democracy. With all do respect, Ms. Fest asks City Council to stop spending the tax payer's money on this lawsuit and to please withdraw.

Christina Decker – 1650 County Road B, Ms. Decker stated this was her first time speaking at a City Council meeting and she would like to voice her opinion on what has been done with the buildings going away on the square. Ms. Decker stated that what has been done is done, and we can't stop it. Ms. Decker stated this City is a Historic City and that we advertise as a Historic City. Ms. Decker said it is sad to see it all go away. She hopes that when the development plans come forward that the City is more forthcoming with sharing those plans.

Karen North – 1115 Elizabeth, Ms. North stated she has been a Liberty resident since 2002 and that this is the first City Council meeting she has attended. Ms. North stated that communication is vital. Ms. North stated that she watches the City Council meetings online and she is unable to hear the meetings. Ms. North stated that she hopes everyone is able to hear and see the Mayor's policies and actions.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. MOTION TO AUTHORIZE A BLANKET PURCHASE ORDER AND DELIVERY OF HYDRATED LIME FROM MISSISSIPPI LIME IN AN AMOUNT NOT TO EXCEED \$489,048.00

The City's water production plant uses certain chemicals in the production process. Lime is utilized in large quantities throughout the year for softening and coagulation. The 2024 Water Fund budget includes funds to cover this purchase throughout the year.

Mississippi Lime is the sole resource provider for quality lime in the region. A proposal was received from the company that includes a separate fuel surcharge cost and a delivered price per ton for the product.

The 2024-unit cost for standard hydrate lime is \$349.32/ton, including the delivery charge of \$68.42/ton and an estimated 30% fuel surcharge. Deliveries are anticipated to be weekly to bi-weekly as required. Annual chemical usages are very difficult to predict, as they are based upon water demand during the production year. All usage quantities are estimated in anticipation of the average demand historically experienced.

The 2024 budget includes a chemical line item budgeted at \$510,000.00 that anticipates annual purchases of lime, bleach for disinfection, sodium fluoride and potassium permanganate.

Action: Council Member Phillips moved to approve the motion. 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

B. MOTION TO AUTHORIZE THE PURCHASE AND DELIVERY OF SODIUM FLUORIDE WITH WATER SOLUTIONS UNLIMITED IN AN AMOUNT NOT TO EXCEED \$25,500.00

Operations at the City's water production plant require certain chemicals in the production process. Sodium Fluoride is added to maintain a fluoride residual that helps fight tooth decay. This chemical is required for water production throughout the year. Proposals were requested from three companies that provide various chemical products. The following quotes were received from each vendor.

Vendor	Sodium Fluoride	Cost for 2024 to purchase expected 13,500 lbs
Brenntag	3.13/lb	\$42,255.00
WSU	1.60/lb	\$25,500.00
Harcros Chemical Inc.	2.19/lb	\$29,565.00
All prices in US Dollars		
Selected Vendor Product		

The unit costs include transportation to the water production plant with deliveries anticipated to be bi-monthly, or as needed.

The 2024 budget includes a chemical line item budgeted at \$510,000.00 that anticipates annual purchases of lime, bleach for disinfection, sodium fluoride and potassium permanganate.

Action: Council Member Phillips moved to approve the motion. 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

C. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR THE KNIGHTS OF COLUMBUS FISH FRY EVENTS AT ST. JAMES CHURCH, 309 SOUTH STEWART ROAD ON FEBRUARY 16, MARCH 8 AND MARCH 22, 2024

The Knights of Columbus have applied for a temporary liquor license to serve alcohol at events located at 309 S. Stewart Road. Because the public will have access to the events, State statute and City ordinance require a license. The license covers the events on February 16, March 8 and March 22, 2024. The necessary certificate of liability insurance and authorization letter has been provided by the applicant.

Action: Council Member Phillips 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. 3376

VIII. PUBLIC HEARINGS

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ORDINANCE APPROVING VENDOR PAYMENTS FOR THE PERIOD OF JANUARY 12, 2024 TO FEBRUARY 2, 2024

Document No. 9714 was read.

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

Roll Call

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11880.

B. ORDINANCE AMENDING ORDINANCE NO. 11709, AMENDING AN AGREEMENT WITH DENALI WATER SOLUTIONS, LLC FOR THE DISPOSAL OF WATER PLANT RESIDUALS IN AN AMOUNT NOT TO EXCEED \$235,000.00

This agenda item is to amend the 2023 contract with Denali for Removal of Water Treatment Residuals due to higher than projected cost to remove wastewater residuals (also known as biosolids).

The last approved amendment was Amendment Number 6 and Ordinance 11709 included a not-to-exceed amount of \$195,000 for 2023. The not-to-exceed amount in 2023 was based off of projections of previous Bio-Solids handling, which is the only information available to make cost projections.

Increased Bio-Solids production in 2023 resulted in increased costs for hauling. Due to this increase, the Wastewater Treatment Plant exceeded the not-to-exceed amount of \$195,000.00 for Wastewater Residuals handling. Amendment Number 7 is to update the not-to-exceed amount for Wastewater Residual Handling from \$195,000 to \$235,000. This approval is needed to get Denali paid for Bio-Solids handling for 2023 and to complete the 2023 Denali contract.

Note: There was no cost increase which lead to exceeding the cost prediction. The only factor is the increased production of Bio-Solids, which meant an increased cost for hauling.

Amendment 6 also included the not-to-exceed amount of \$500,000.00 for Water Treatment residuals. This is not being altered in this Amendment. No Financial Consideration/line item is needed for Water Treatment Residuals. The only amendment to Amendment Number 6 is the Financial Consideration/Line Item for Wastewater Treatment Residuals, which is being increased from \$195,000.00 to \$235,000.00.

Document No. 9715 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 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. 11881.

C. **ORDINANCE APPROVING A CONTRACT WITH CURT HEISINGER FOR THE STABILIZATION OF HEADSTONES IN FAIRVIEW AND NEW HOPE CEMETERIES IN AN AMOUNT NOT TO EXCEED \$20,000.00**

The City hired Curt Heisinger in 2022 and 2023 to stabilize and repair approximately 400 headstones throughout Fairview, New Hope and Mt. Memorial Cemeteries. Mr. Heisinger was the only contractor to submit a bid in 2022 and continued to provide excellent work in 2023. The City would like to approve this contract at the same rate for 2024.

For many years, the City has had a dedicated volunteer base that has worked to stabilize and reset stones throughout the city-owned cemeteries. Hiring Mr. Heisinger continues these efforts and provides the expertise needed to stabilize and repair stones that are beyond the City's volunteer capacity.

The Cemetery Sexton will provide a list of stones in need of repair which will allow the contractor to quickly begin work without needing to assess large sections of the cemetery themselves. The proposed list will account for sections previously stabilized and continue to build on that progress.

Document No. 9716 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 Watt seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11882.

D. ORDINANCE TO APPROVE A CONTRACT WITH TEKLABS, INC FOR LAB SERVICES FOR THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$45,000.00

Liberty previously utilized Pace Analytical (Pace) for sample analysis at the Water Treatment Plant from 2017 to 2023. Pace has since had some delays in reporting results due to staffing issues. The Wastewater Treatment Plant now seeks to sign an agreement with Teklab, Inc. This decision is based on cost savings and delivery of more timely results, which allows the plant to make any needed changes to protect the environment, human health and to meet permit regulations.

Sampling can be defined in two terms: permit compliance sampling and process control sampling.

- Permit sampling is used to verify compliance with our Missouri Department of Natural Resources permit number MO0137111. The permit clearly outlines the permitted value of nutrients and contaminants that are allowed to be discharged to the receiving stream (Little Shoal) from our effluent discharge. Permit sampling consists of: influent, discharge, instream and biosolids sampling.

- Influent sampling is performed, so the plant can document incoming nutrient and contaminant loading.
 - Discharge sampling is performed to document the nutrients and contaminants that are discharged into the receiving stream and to calculate the effectiveness of the treatment process.
 - Instream sampling is performed to evaluate the effect that the Wastewater Treatment plant is having on the stream.
 - Biosolids are tested to maintain a Class B Biosolids rating, to maintain compliance with the Missouri Department of Natural Resources and the Environmental Protection Agency.
 - Teklabs, Inc will perform the permit compliance tests and reports the value to the Wastewater Treatment Plant. These values would then be assembled into a monthly eDMR (Electronic Discharge Monitoring Report) and reported to the Missouri Department of Natural Resources.
- Process control sampling is performed to see how the plant is performing in each individual process and to make corrective decisions before causing an exceedance or possible violation. Process control test are performed on: influent, discharge, mixed liquor and digester. Staff conducts the majority of the process control sampling, but Teklab will provide assistance on some of this testing.

Document No. 9717 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 Phillips 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. 11883.

E. 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 taken to the City Council for approval of a permanent regulation change. These traffic changes were initiated in November 2023.

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

- Prohibiting parking on the south side of Doniphan Street from N. Lightburne Street to N. Missouri Street.
- Reducing the speed limit from 30 mph to 25 mph on Leonard Street from Cedar Street to W. Murray Road.

Document No. 9718 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 Ponder seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11884.

F. ORDINANCE AMENDING ORDINANCE NO. 11494, APPROVING A LEASE AGREEMENT WITH UTILITY, INC. FOR THE LEASE, MAINTENANCE, AND INSTALL OF POLICE VEHICLE/BODY CAMERAS, INCREASING THE AMOUNT BY \$33,613.00 FROM \$343,316.00 FOR AN AMOUNT NOT TO EXCEED \$376,929.00

The Police Department is adding two patrol vehicles requiring additional dash cameras. Additionally, dash cameras will be added to the three Impact Unit vehicles. The original ordinance was approved on November 8, 2021 (Ordinance No. 11492). The ordinance was amended on November 28, 2022, for additional car cameras and body cameras (Ordinance No. 11678). This amendment will increase the cost of the lease agreement by \$33,613.00 with a one-time payment, expiring at the end of the year 2025.

Document No. 9719 was read.

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

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member 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. 11885.

X. OTHER BUSINESS

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 7:43 p.m.

Mayor

Attest:

Deputy City Clerk

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF March 1, 2024 TO March 15, 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	\$ 319,175.68
LIMITED CAPITAL FUND	11	\$ 34,933.47
ARPA FUND	12	\$ 2,101.94
CAPTIAL SALES TAX FUND	50	\$ 9,985.29
TRANSPORTATION SALES TAX FUND	52	\$ 18,057.21
ECO/DEVO SALES TAX FUND	56	\$ 4,008.10
FIRE SALES TAX FUND	58	\$ 192,113.34
PUBLIC SAFETY SALES TAX FUND	59	\$ 846.97
PARKS FUND	60	\$ 21,178.74
SPORTS COMPLEX FUND	61	\$ 42,252.74
COMMUNITY CENTER FUND	65	\$ 14,376.49
TRANSIENT GUEST TAX FUND	67	\$ 15,707.10
CEMETERY MAINTENANCE FUND	73	\$ 450.00
WATER OPERATING FUND	90	\$ 63,137.49
WASTEWATER OPERATING FUND	92	\$ 1,261,106.20
WATER CAPITAL FUND	94	\$ 4,181.52
SOLID WASTE FUND	98	\$ 172,191.71
PAYROLL CHECKS & BENEFITS	3/8/24	\$ 1,345,163.42
TOTAL APPROPRIATIONS		<u><u>\$ 3,520,967.41</u></u>

PASSED by the Council this 25th day of March, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 25th day of March, 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

MARCH 8th CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
A. W. SCHULTZ INC 005526		185203	03/08/24	WWT RADAR LEVEL SCOPE	7,980.00	046256	26939		P - W	WWTR PLANT MAINT	92.70.902.14.5534
ALL COPY PRODUCTS, INC. 000492		185204	03/08/24	POSTAGE INK	228.20	046224	AR4170772		P - W	POSTAGE	10.95.140.38.5808
AMERICAN DIGITAL SECURIT 004908		185205	03/08/24	PWK ALARM MONITORING	24.95	046257	INV0025829		P - W	BUILDING MAINTEN	10.70.225.14.5571
		185205	03/08/24	PWK CH DOOR	205.00	046258	INV0025095		P - W	FACILITIES MAINT	10.70.221.14.5572
					229.95	*CHECK TOTAL					
VENDOR TOTAL					229.95						
BAILEY TRAINING & SUPPOR 000792		185206	03/08/24	CCTR CHILD CARE CLASS	560.00	046225	1		P - W	COMMUNITY PROGRA	65.60.417.08.8602
BARDWELL/KATHARINE 000724		185207	03/08/24	CCTR SWIM INSTR	16.00	046259	3/1-3/5		P N W	PRIVATE SWIMMING	65.60.417.08.8125
BOONE/BRADLEY JASON 007562		2003	03/06/24	NETWORK/SEC SERVICES	8,257.00	046299	067		P N H	CONTRACT LABOR	10.90.132.08.5397
BRADY INDUSTRIES OF KANS 000081		185208	03/08/24	2024 CITYWIDE CUSTODIAL	1,291.52	046306	8665825	240015	P N W	MAINTENANCE MATE	10.95.140.04.5009
BRYANT/COLE CHRISTOPHER 000616		185209	03/08/24	CCTR SWIM INSTR	150.00	046260	2/27-3/2		P N W	PRIVATE SWIMMING	65.60.417.08.8125
BURNS BOYS COMMERCIAL CO 006219		185210	03/08/24	CCTR ANNUAL WALL MAINT	2,030.00	046226	12237		P - W	BUILDING MAINTEN	65.60.491.14.5571
CHERRYROAD MEDIA INC 000728		185212	03/08/24	MEETING NOTICE	21.48	046262	1971050		P - W	LEGAL ADS	10.80.151.08.5379
		185212	03/08/24	HEARING NOTICE	22.52	046263	1988450		P - W	LEGAL ADS	10.80.151.08.5379
		185212	03/08/24	HOLIDAY AD	257.70	046298	156142		P - W	MISCELLANEOUS FE	98.70.227.08.5399
		185212	03/08/24	LEGAL NOTICE WWT RATE	29.52	046343	1946990		P - W	MISCELLANEOUS FE	92.30.134.08.5399
					331.22	*CHECK TOTAL					
VENDOR TOTAL					331.22						
CINTAS FIRST AID & SAFET 004991		185213	03/08/24	1ST AID SUPPLIES	888.12	046228	5187502885		P - W	MAINTENANCE MATE	10.95.140.04.5009
		185213	03/08/24	1ST AID SUPPLIES	362.91	046229	5200279226		P - W	MAINTENANCE MATE	10.95.140.04.5009
					1,251.03	*CHECK TOTAL					
VENDOR TOTAL					1,251.03						
CLAY CO ECONOMIC DEV CNC 000287		185214	03/08/24	MEMBERSHIP DUES	4,000.00	046265	344		P - W	OTHER MISC FEES	56.20.001.08.5365
CLAY COUNTY 000349		185215	03/08/24	REPLICA PREMIUM-2024	13,409.54	046266	#1		P - W	MISCELLANEOUS EX	10.95.140.38.5989

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CLAYTON PAPER & DISTRIBU 005670		185216 03/08/24		COPY PAPER	1,385.45	046230	201259		P - W	INVENTORY-CENTRA	10.1710
CLINICAL COUNSELING ASSO 000367		185211 03/08/24		WEEKLY SERVICES	900.00	046231	2/28/24		P - W	OTHER	10.25.011.38.5989
COMMENCE CORP 007463		185217 03/08/24		CCTR LICENSE RENEWAL	1,053.00	046267	7862		P - W	MISCELLANEOUS FE	65.60.491.08.5399
		185217 03/08/24		CCTR LICENSE RENEWAL	351.00	046267	7862		P - W	OTHER PREPAYMENT	65.1810
					1,404.00	*CHECK TOTAL					
VENDOR TOTAL					1,404.00						
CONRAD FIRE EQUIPMENT IN 003684		185218 03/08/24		FIRE #612 HOOD LATCH	686.52	046232	573787		P - W	VEHICLE MAINTENA	10.50.301.14.5541
CORE & MAIN LP 008799		185219 03/08/24		WTR INVENTORY-H HWY PROJ	996.12	046268	U345070		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
		185219 03/08/24		WTR INVENTORY-H HWY PROJ	1,245.15	046269	U379202		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
					2,241.27	*CHECK TOTAL					
VENDOR TOTAL					2,241.27						
CYCLONE INC 000095		185220 03/08/24		FIRE PORT A POT	90.00	046233	41149		P - W	BUILDING MAINTEN	10.50.300.14.5571
DELL MARKETING LP 000189		185222 03/08/24		POL DOCKS	725.97	046234	10733829380		P N W	MISCELLANEOUS EX	12.95.140.38.5989
		185222 03/08/24		IS APC UPS	16,078.86	046307	10732891159		240045 F N W	CAPITAL EQUIPMEN	11.90.132.36.7201
					16,804.83	*CHECK TOTAL					
VENDOR TOTAL					16,804.83						
DOWNEY CONSTRUCTION, INC 006607		185223 03/08/24		PKS CONCRETE WORK	16,575.00	046308	24-015		240020 F - W	TRAILS MAINTENAN	60.60.420.14.5578
ELECTRONIC CONTRACTING C 000158		185224 03/08/24		ACTL FIRE ALARM INSPECT	160.00	046235	50808		P - W	MISC EQUIPMENT M	10.20.051.14.5559
		185224 03/08/24		ACTL FIRE ALARM INSPECT	324.00	046236	53306		P - W	MISC EQUIPMENT M	10.20.051.14.5559
					484.00	*CHECK TOTAL					
VENDOR TOTAL					484.00						
ERVIN CABLE .14812		185225 03/08/24		PWK REFUND PERMIT FEES	1,080.00	046261	02-24-00019		P - W	RIGHT-OF-WAY PER	10.40.3219
GAMACHE & MYERS, P.C. 000775		185221 03/08/24		PAYROLL DEDUCTION	262.41	046309	1916CV27237		P - W	GARNISHMENT PAYA	10.2187
GRAINGER 001155		185226 03/08/24		WWT SUPPLIES	538.21	046270	9011715894		P - W	MAINTENANCE SUPP	92.70.902.04.5009
HACH INC 002210		185227 03/08/24		WTR FIELD SERVICE	104.34	046271	13926937		P - W	CONTRACT LABOR	90.70.802.08.5397

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
HARRIS ENT. RESOURCE PLA				004794							
185228		03/08/24		EOM SUBSCRIPTION	1,568.40	046237	GEMMN0000216			P - W SOFTWARE MAINTEN	10.90.132.14.5591
185228		03/08/24		EOM SUBSCRIPTION	522.80	046237	GEMMN0000216			P - W OTHER PREPAYMENT	10.1810
					2,091.20		*CHECK TOTAL				
VENDOR TOTAL					2,091.20						
HELGET GAS PRODUCTS				006305							
185229		03/08/24		FIRE OXYGEN	33.95	046238	0002758665			P - W CHEMICALS	10.50.311.04.5010
HISTORIC DOWNTOWN LIBERT				004528							
185230		03/08/24		2024 HDLI CONTRACT	3,333.33	046310	3/1/24	240011		P - W HDLI CONTRACT	67.20.061.38.5823
JCI INDUSTRIES INC				006471							
185231		03/08/24		WWT PUMP INSPECTION	379.00	046272	8264506			P - W MINOR EQUIPMENT	92.70.902.18.5601
JOEL REINOEHL MARKETING				000012							
185232		03/08/24		PDK FIELD SPONSORSHIP	720.00	046273	CRA007			P N W MISCELLANEOUS FE	61.60.458.08.5399
185232		03/08/24		PDK FIELD SPONSORSHIP	630.00	046274	FM007			P N W MISCELLANEOUS FE	61.60.458.08.5399
185232		03/08/24		PKS GOLF SPONSORSHIP	240.00	046275	S002			P N W CONTRACT LABOR	60.60.415.08.5397
					1,590.00		*CHECK TOTAL				
VENDOR TOTAL					1,590.00						
JONES/NATHAN				005257							
185233		03/08/24		CCTR SWIM INSTR	72.00	046276	3/3-3/5			P N W PRIVATE SWIMMING	65.60.417.08.8125
185233		03/08/24		CCTR SWIM INSTR	26.00	046276	3/3-3/5			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
					98.00		*CHECK TOTAL				
VENDOR TOTAL					98.00						
K C MO WATER SERVICES				003552							
185234		03/08/24		WWT SERVICES	2,046.59	046239	527657-320655			P - W SEWAGE TREATMENT	92.70.902.08.5394
K C WINWATER WORKS CO				002767							
185235		03/08/24		WTR INVENTORY	1,500.00	046277	323276 01			P - W INVENTORY-MATERI	90.1700
185235		03/08/24		WTR INVENTORY	531.00	046278	322386 02			P - W INVENTORY-MATERI	90.1700
185235		03/08/24		WTR SUPPLIES	290.00	046279	323423 01			P - W SMALL TOOLS	90.70.801.04.5018
					2,321.00		*CHECK TOTAL				
VENDOR TOTAL					2,321.00						
KCATA				000080							
185236		03/08/24		ZTRIP-FEB 2024	14,000.00	046280	FEB 2024			P - W KC EXPRESS BUS S	52.95.141.08.5399
LEINTZ LAWN & CONSTRUCTI				000566							
185237		03/08/24		CEM BURIAL SERVICE	450.00	046240	2128			P N W CONTRACT LABOR	73.70.226.08.5397
LIBERTY AGGREGATES LLC				004693							
185238		03/08/24		PKS BATTING CAGES ROCK	4,469.15	046241	25548			P - W BUILDING IMPROVE	61.60.458.36.7402
185238		03/08/24		ROCK	158.29	046281	25549			P - W MAINS & LINES MA	90.70.801.14.5532
185238		03/08/24		ROCK	158.29	046281	25549			P - W MAINS & LINES MA	92.70.901.14.5532
185238		03/08/24		ROCK	243.59	046282	25445			P - W MAINS & LINES MA	90.70.801.14.5532
185238		03/08/24		ROCK	243.58	046282	25445			P - W MAINS & LINES MA	92.70.901.14.5532

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
LIBERTY AGGREGATES LLC 004693								
185238	03/08/24	ROCK-H HWY PROJ	310.10	046283	25445		P - W CONST CNTRCT-CLA	94.70.801.36.7510
185238	03/08/24	ROCK-BATTING CAGES	1,478.57	046284	25631		P - W BUILDING IMPROVE	61.60.458.36.7402
185238	03/08/24	ROCK-BATTING CAGES	365.23	046284	25631		P - W TRAILS MAINTENAN	60.60.420.14.5578
			7,426.80	*CHECK TOTAL				
		VENDOR TOTAL	7,426.80					
LIBERTY HOSPITAL URGENT 000690								
185240	03/08/24	HR TESTING FEES	1,829.00	046242	00132079-00		P M W RECRUITMENT EXPE	10.25.011.08.5372
185240	03/08/24	HR TESTING FEES	1,353.00	046242	00132079-00		P M W MISCELLANEOUS FE	10.25.011.08.5399
			3,182.00	*CHECK TOTAL				
		VENDOR TOTAL	3,182.00					
LIBERTY SCHOOL DIST FOUN 004410								
185239	03/08/24	CORPORATE CHALLENGER	1,500.00	046243	CC2409		P - W MEETING EXPENSE	10.10.101.38.5803
LIBERTY SOLAR, LLC 006703								
185241	03/08/24	SOLAR SERVICES	2,881.96	046244	55		P N W ELECTRIC	61.60.458.12.5401
185241	03/08/24	SOLAR SERVICES	7,335.33	046244	55		P N W ELECTRIC	90.70.802.12.5401
185241	03/08/24	SOLAR SERVICES	819.71	046244	55		P N W ELECTRIC	92.70.902.12.5401
			11,037.00	*CHECK TOTAL				
		VENDOR TOTAL	11,037.00					
LIBERTY SPORTS OFFICIALS 009209								
185242	03/08/24	PKS OFFICIATING SERVICES	2,411.00	046311	SPRING 2 2024	240001	P - W CONTRACT LABOR	61.60.458.08.5397
LOGICALIS, INC. 000657								
185243	03/08/24	T&L PHONE SYSTEM SERVICE	440.00	046285	S156461		P - W TELEPHONE SYSTEM	10.90.132.14.5586
LOZPROMO.COM 000023								
185244	03/08/24	PKS BANNERS	204.00	046286	19279		P N W MISCELLANEOUS FE	61.60.458.08.5399
MEALS ON WHEELS 003134								
185245	03/08/24	SUBSIDIZED MEALS	3,695.50	046287	8		P - W MEALS ON WHEELS	10.60.481.04.5064
MEM-MO EMPLOYERS MUTUAL 000638								
185246	03/08/24	WORKER'S COMP	1.71	046288	300599524		P - W WORKERS COMPENSA	10.10.101.02.4104
185246	03/08/24	WORKER'S COMP	24.60	046288	300599524		P - W WORKERS COMPENSA	10.20.001.02.4104
185246	03/08/24	WORKER'S COMP	4.28	046288	300599524		P - W WORKERS COMPENSA	10.20.021.02.4104
185246	03/08/24	WORKER'S COMP	160.91	046288	300599524		P - W WORKERS COMPENSA	10.20.051.02.4104
185246	03/08/24	WORKER'S COMP	4.12	046288	300599524		P - W WORKERS COMPENSA	10.20.121.02.4104
185246	03/08/24	WORKER'S COMP	12.60	046288	300599524		P - W WORKERS COMPENSA	10.20.131.02.4104
185246	03/08/24	WORKER'S COMP	17.41	046288	300599524		P - W WORKERS COMPENSA	10.21.032.02.4104
185246	03/08/24	WORKER'S COMP	26.00	046288	300599524		P - W WORKERS COMPENSA	10.25.011.02.4104
185246	03/08/24	WORKER'S COMP	38.94	046288	300599524		P - W WORKERS COMPENSA	10.30.130.02.4104
185246	03/08/24	WORKER'S COMP	481.82	046288	300599524		P - W WORKERS COMPENSA	10.40.500.02.4104
185246	03/08/24	WORKER'S COMP	5,384.06	046288	300599524		P - W WORKERS COMPENSA	10.40.501.02.4104
185246	03/08/24	WORKER'S COMP	1,123.61	046288	300599524		P - W WORKERS COMPENSA	10.40.502.02.4104
185246	03/08/24	WORKER'S COMP	125.30	046288	300599524		P - W WORKERS COMPENSA	10.40.507.02.4104
185246	03/08/24	WORKER'S COMP	43.97	046288	300599524		P - W WORKERS COMPENSA	10.40.511.02.4104
185246	03/08/24	WORKER'S COMP	15.40	046288	300599524		P - W WORKERS COMPENSA	10.40.512.02.4104

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
MEM-MO EMPLOYERS MUTUAL			000638						
185246	03/08/24	WORKER'S COMP	40.11	046288	300599524		P - W	WORKERS COMPENSA	10.40.514.02.4104
185246	03/08/24	WORKER'S COMP	395.09	046288	300599524		P - W	WORKERS COMPENSA	10.50.300.02.4104
185246	03/08/24	WORKER'S COMP	11,222.39	046288	300599524		P - W	WORKERS COMPENSA	10.50.301.02.4104
185246	03/08/24	WORKER'S COMP	298.89	046288	300599524		P - W	WORKERS COMPENSA	10.50.315.02.4104
185246	03/08/24	WORKER'S COMP	475.24	046288	300599524		P - W	WORKERS COMPENSA	10.50.321.02.4104
185246	03/08/24	WORKER'S COMP	33.49	046288	300599524		P - W	WORKERS COMPENSA	10.60.481.02.4104
185246	03/08/24	WORKER'S COMP	209.50	046288	300599524		P - W	WORKERS COMPENSA	10.60.482.02.4104
185246	03/08/24	WORKER'S COMP	73.53	046288	300599524		P - W	WORKERS COMPENSA	10.60.483.02.4104
185246	03/08/24	WORKER'S COMP	32.51	046288	300599524		P - W	WORKERS COMPENSA	10.70.201.02.4104
185246	03/08/24	WORKER'S COMP	217.22	046288	300599524		P - W	WORKERS COMPENSA	10.70.221.02.4104
185246	03/08/24	WORKER'S COMP	1,829.81	046288	300599524		P - W	WORKERS COMPENSA	10.70.225.02.4104
185246	03/08/24	WORKER'S COMP	122.20	046288	300599524		P - W	WORKERS COMPENSA	10.80.151.02.4104
185246	03/08/24	WORKER'S COMP	485.64	046288	300599524		P - W	WORKERS COMPENSA	10.80.153.02.4104
185246	03/08/24	WORKER'S COMP	44.66	046288	300599524		P - W	WORKERS COMPENSA	10.90.132.02.4104
185246	03/08/24	WORKER'S COMP	117.01	046288	300599524		P - W	WORKERS COMPENSA	10.95.420.02.4104
185246	03/08/24	WORKER'S COMP	6.89	046288	300599524		P - W	WORKERS COMPENSA	50.70.211.02.4104
185246	03/08/24	WORKER'S COMP	261.20	046288	300599524		P - W	WORKERS COMPENSA	52.70.225.02.4104
185246	03/08/24	WORKER'S COMP	8.10	046288	300599524		P - W	WORKERS COMPENSA	56.20.001.02.4104
185246	03/08/24	WORKER'S COMP	281.74	046288	300599524		P - W	WORKERS COMPENSA	58.50.311.02.4104
185246	03/08/24	WORKER'S COMP	390.96	046288	300599524		P - W	WORKERS COMPENSA	59.40.501.02.4104
185246	03/08/24	WORKER'S COMP	456.01	046288	300599524		P - W	WORKERS COMPENSA	59.50.301.02.4104
185246	03/08/24	WORKER'S COMP	108.16	046288	300599524		P - W	WORKERS COMPENSA	60.60.415.02.4104
185246	03/08/24	WORKER'S COMP	757.63	046288	300599524		P - W	WORKERS COMPENSA	60.60.420.02.4104
185246	03/08/24	WORKER'S COMP	724.66	046288	300599524		P - W	WORKERS COMPENSA	61.60.458.02.4104
185246	03/08/24	WORKER'S COMP	681.52	046288	300599524		P - W	WORKERS COMPENSA	65.60.491.02.4104
185246	03/08/24	WORKER'S COMP	2.84	046288	300599524		P - W	WORKERS COMPENSA	67.21.032.02.4104
185246	03/08/24	WORKER'S COMP	7.49	046288	300599524		P - W	WORKERS COMPENSA	90.30.133.02.4104
185246	03/08/24	WORKER'S COMP	1,032.79	046288	300599524		P - W	WORKERS COMPENSA	90.70.801.02.4104
185246	03/08/24	WORKER'S COMP	671.95	046288	300599524		P - W	WORKERS COMPENSA	90.70.802.02.4104
185246	03/08/24	WORKER'S COMP	87.34	046288	300599524		P - W	WORKERS COMPENSA	90.70.803.02.4104
185246	03/08/24	WORKER'S COMP	8.97	046288	300599524		P - W	WORKERS COMPENSA	92.30.134.02.4104
185246	03/08/24	WORKER'S COMP	807.65	046288	300599524		P - W	WORKERS COMPENSA	92.70.901.02.4104
185246	03/08/24	WORKER'S COMP	607.95	046288	300599524		P - W	WORKERS COMPENSA	92.70.902.02.4104
185246	03/08/24	WORKER'S COMP	83.94	046288	300599524		P - W	WORKMAN'S COMPEN	92.70.903.02.4104
185246	03/08/24	WORKER'S COMP	2.19	046288	300599524		P - W	WORKERS COMPENSA	98.30.135.02.4104
VENDOR TOTAL			30,052.00	*CHECK TOTAL					
			30,052.00						
MERITAS OCCUPATIONAL MED			000523						
185247	03/08/24	HR TESTING FEES	1,808.00	046245	54392		P - W	RECRUITMENT EXPE	10.25.011.08.5372
MIDWEST DIESEL PERFORMAN			000533						
184836	03/06/24	VOIDED CHECK	1,878.63CR	046300	1904		P N H	MISC EQUIPMENT M	90.70.801.14.5559
184836	03/06/24	VOIDED CHECK	1,878.64CR	046300	1904		P N H	MISC EQUIPMENT M	92.70.901.14.5559
184836	03/06/24	VOIDED CHECK	450.81CR	046301	3050		P N H	MISC EQUIPMENT M	90.70.801.14.5559
184836	03/06/24	VOIDED CHECK	450.81CR	046301	3050		P N H	MISC EQUIPMENT M	92.70.901.14.5559
184836	03/06/24	VOIDED CHECK	355.49CR	046302	3052		P N H	VEHICLE MAINTENA	90.70.801.14.5541
184836	03/06/24	VOIDED CHECK	355.50CR	046302	3052		P N H	VEHICLE MAINTENA	92.70.901.14.5541

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
MIDWEST DIESEL PERFORMAN 000533									
184836	03/06/24	VOIDED CHECK	757.98CR	046303	3056		P N H	VEHICLE MAINTENA	90.70.801.14.5541
184836	03/06/24	VOIDED CHECK	757.97CR	046303	3056		P N H	VEHICLE MAINTENA	92.70.901.14.5541
184836	03/06/24	VOIDED CHECK	285.00CR	046304	3057		P N H	MISC EQUIPMENT M	90.70.801.14.5559
184836	03/06/24	VOIDED CHECK	285.00CR	046304	3057		P N H	MISC EQUIPMENT M	92.70.901.14.5559
			7,455.83CR	*CHECK TOTAL					
185248	03/08/24	WTR #186 WASH FLUID HOSE	558.95	046289	3097		P N W	VEHICLE MAINTENA	90.70.801.14.5541
185248	03/08/24	DEF SENSOR-VOLVO	1,878.63	046312	1904		P N W	MISC EQUIPMENT M	90.70.801.14.5559
185248	03/08/24	DEF SENSOR-VOLVO	1,878.64	046312	1904		P N W	MISC EQUIPMENT M	92.70.901.14.5559
185248	03/08/24	#189 TRAILER LIGHTS	450.81	046313	3050		P N W	MISC EQUIPMENT M	90.70.801.14.5559
185248	03/08/24	#189 TRAILER LIGHTS	450.81	046313	3050		P N W	MISC EQUIPMENT M	92.70.901.14.5559
185248	03/08/24	#181 FUEL FILTERS	355.49	046314	3052		P N W	VEHICLE MAINTENA	90.70.801.14.5541
185248	03/08/24	#181 FUEL FILTERS	355.50	046314	3052		P N W	VEHICLE MAINTENA	92.70.901.14.5541
185248	03/08/24	#119 FUEL FILTERS	757.98	046315	3056		P N W	VEHICLE MAINTENA	90.70.801.14.5541
185248	03/08/24	#119 FUEL FILTERS	757.97	046315	3056		P N W	VEHICLE MAINTENA	92.70.901.14.5541
185248	03/08/24	#188 FUEL FILTERS	285.00	046316	3057		P N W	MISC EQUIPMENT M	90.70.801.14.5559
185248	03/08/24	#188 FUEL FILTERS	285.00	046316	3057		P N W	MISC EQUIPMENT M	92.70.901.14.5559
			8,014.78	*CHECK TOTAL					
VENDOR TOTAL			558.95						
MIDWEST OFFICE TECHNOLOG 008612									
185249	03/08/24	COPIER USAGE	81.24	046290	INST401294		P - W	COPIER LEASE & U	10.20.001.04.5110
MISSISSIPPI LIME CO INC 005761									
185250	03/08/24	WTR HYDRATED LIME	8,985.29	046317	1715397	240048	P - W	CHEMICALS	90.70.802.04.5010
MOAZ CONSTRUCTION INC 006100									
185251	03/08/24	WTR CONCRETE	1,220.00	046291	123		P - W	MAINS & LINES MA	90.70.801.14.5532
NATL FIRE SUPPRESSION 006438									
185252	03/08/24	FIRE SPRINKLER INSPECT	747.00	046292	NAT044156		P - W	BUILDING MAINTEN	90.70.801.14.5571
185252	03/08/24	FIRE SPRINKLER INSPECT	747.00	046292	NAT044156		P - W	BUILDING MAINTEN	92.70.901.14.5571
185252	03/08/24	FIRE SPRINKLER INSPECT	265.00	046293	NAT044332		P - W	BUILDING MAINTEN	90.70.801.14.5571
185252	03/08/24	FIRE SPRINKLER INSPECT	265.00	046293	NAT044332		P - W	BUILDING MAINTEN	92.70.901.14.5571
			2,024.00	*CHECK TOTAL					
VENDOR TOTAL			2,024.00						
NORTON & SCHMIDT ENGINEE 006228									
185253	03/08/24	ENG SERVICES-N WATER	10,956.67	046246	2023-2483-2		P N W	MISCELLANEOUS EX	10.95.140.38.5989
OKTA 006464									
185254	03/08/24	SOFTWARE MAINT RENEWAL	22,005.21	046294	INV241439		P - W	SOFTWARE MAINTEN	10.90.132.14.5591
185254	03/08/24	SOFTWARE MAINT RENEWAL	4,401.04	046294	INV241439		P - W	OTHER PREPAYMENT	10.1810
			26,406.25	*CHECK TOTAL					
VENDOR TOTAL			26,406.25						
OUTDOOR RESTROOMS LLC 003763									
185255	03/08/24	PKS PORT A POTS	180.00	046295	789886		P - W	RECREATION SUPPL	61.60.458.04.5004

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
OUTDOOR RESTROOMS LLC 003763		185255 03/08/24		PKS PORT A POTS	225.00	046296	789887		P - W	RENTAL	60.60.420.18.5611
					405.00	*CHECK TOTAL					
VENDOR TOTAL					405.00						
PACE ANALYTICAL SERVICES 005664		185256 03/08/24		WTR LEE CHEMICAL	2,389.80	046318	2460201626	240036	P - W	LEE CHEMICAL OPE	90.70.802.08.5343
PITTMAN SUPPORT SERVICES 000641		185257 03/08/24		SUPPORT SERVICES	4,908.94	046247	24-002		P - W	CONTRACT LABOR	10.30.130.08.5397
		185257 03/08/24		SUPPORT SERVICES	39.91	046247	24-002		P - W	CONTRACT LABOR	10.20.021.08.5397
					4,948.85	*CHECK TOTAL					
VENDOR TOTAL					4,948.85						
PLAY & PARK STRUCTURES 006516		185258 03/08/24		PKS RUTH MOORE ZIPLINE	2,318.37	046319	PJI-0069317		P - W	PLAYGROUND/SPRAY	60.60.420.14.5582
PROFESSIONAL PEST SOLUTI 006333		185259 03/08/24		ACTL PEST CONTROL	60.00	046248	12844		P - W	BUILDING MAINTEN	10.20.051.14.5571
		185259 03/08/24		PEST CONTROL	43.00	046320	12840		P - W	BUILDING MAINTEN	10.70.225.14.5571
		185259 03/08/24		PEST CONTROL	40.00	046321	12839		P - W	FACILITIES MAINT	10.70.221.14.5572
		185259 03/08/24		PEST CONTROL	22.50	046322	12845		P - W	BUILDING MAINTEN	90.70.801.14.5571
		185259 03/08/24		PEST CONTROL	22.50	046322	12845		P - W	BUILDING MAINTEN	92.70.902.14.5571
					188.00	*CHECK TOTAL					
VENDOR TOTAL					188.00						
PUBLIC WATER DIST #5 002759		185260 03/08/24		WTR SERVICE	148.00	046249	0215		P - W	WATER PURCHASES-	90.70.802.08.5390
		185260 03/08/24		WTR SERVICE	40.00	046250	0369		P - W	LIFT STATION MAI	92.70.902.14.5525
					188.00	*CHECK TOTAL					
VENDOR TOTAL					188.00						
REJIS COMMISSION 006030		185261 03/08/24		MOBILE TICKET INTERFACE	114.50	046251	525316		P - W	MISCELLANEOUS FE	10.20.131.08.5399
		185261 03/08/24		LEWEB SUBSCRIPTION	32.55	046252	525646		P - W	MISCELLANEOUS FE	10.20.131.08.5399
					147.05	*CHECK TOTAL					
VENDOR TOTAL					147.05						
RICOH USA, INC 000314		185262 03/08/24		COPIER LEASE	105.53	046253	39042523		P - W	COPIER LEASE & U	10.20.131.04.5110
RODGERS/CLAIRE 002811		185263 03/08/24		MML LEGISLATIVE CONF	350.25	046254	2/19-2/21		P - W	TRAINING TRAVEL	10.20.001.06.5210
ROHAUS/KESSLER 000680		185264 03/08/24		CCTR SWIM INSTR	105.00	046323	2/28-3/3		P N W	PRIVATE SWIMMING	65.60.417.08.8125
SAMURAI ENTERPRISES 005184		185265 03/08/24		FIRE STATION #3 REMODEL	201,928.00	046324	#4	230097	P - W	CONSTRUCTION CON	58.50.325.36.7510

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
SAMURAI ENTERPRISES 005184								
185265	03/08/24	RETAINAGE	10,096.40	CR	046325 RETAINAGE		P - W RETAINAGE PAYABL	58.2115
			191,831.60		*CHECK TOTAL			
		VENDOR TOTAL	191,831.60					
SCHULTE SUPPLY INC 005774								
185266	03/08/24	SUPPLIES-H HWY PROJ	1,344.72		046326 S1211039.001		P - W CONST CNTRCT-CLA	94.70.801.36.7510
185266	03/08/24	WTR SUPPLIES	159.96		046327 S1210514.003		P - W SMALL TOOLS	90.70.801.04.5018
			1,504.68		*CHECK TOTAL			
		VENDOR TOTAL	1,504.68					
SERENITY ON THE SQUARE 006687								
185267	03/08/24	ACTL REIKI SESSIONS	200.00		046328 FEB		P N W OTHER	10.25.011.38.5989
SHOGER/LAUREL 005680								
185268	03/08/24	CCTR SWIM INSTR	234.00		046329 3/3-3/4		P N W PRIVATE SWIMMING	65.60.417.08.8125
185268	03/08/24	CCTR SWIM INSTR	52.00		046329 3/3-3/4		P N W SEMI-PRIVATE SWI	65.60.417.08.8123
			286.00		*CHECK TOTAL			
		VENDOR TOTAL	286.00					
STRATUS BUILDING SOLUTIO 000460								
185269	03/08/24	PKS 3RD SHIFT CUSTODIAL	4,374.00		046330 6660837	240033	P N W CONTRACT LABOR	65.60.491.08.5397
SUTTON/KATELYN DANIELLE 000327								
185270	03/08/24	CCTR SWIM INSTR	96.00		046331 2/28-3/4		P N W PRIVATE SWIMMING	65.60.417.08.8125
185270	03/08/24	CCTR SWIM INSTR	50.00		046331 2/28-3/4		P N W SWIM TEAM BASICS	65.60.417.08.8121
185270	03/08/24	CCTR SWIM INSTR	40.00		046331 2/28-3/4		P N W SWIM TEAM BASICS	65.60.417.08.8121
185270	03/08/24	CCTR SWIM INSTR	75.00		046331 2/28-3/4		P N W SWIM TEAM COMPET	65.60.417.08.8113
			261.00		*CHECK TOTAL			
		VENDOR TOTAL	261.00					
SYNERGY SERVICES INC 005964								
185271	03/08/24	DOMESTIC VIOLENCE FUND	787.50		046255 FEB 2024		P - W DOMESTIC VIOLENC	10.2472
TOWN AND COUNTRY BUILDIN 007143								
185272	03/08/24	2024 JANITORIAL SERVICES	2,380.00		046333 00164111	240022	P - W CONTRACT LABOR	10.70.221.08.5397
TYLER TECHNOLOGIES-INCOD 005066								
185273	03/08/24	INCIDE	175.00		046332 025-455155		P - W SOFTWARE MAINTEN	10.90.132.14.5591
UMB BANK N A 004100								
2004	03/06/24	SRF 2015	1,034,500.00		046305 MO SLP S/2015		P - H SRF 2015 BOND-CU	92.2541
2004	03/06/24	SRF 2015	180,999.04		046305 MO SLP S/2015		P - H SRF 2015 INTERES	92.2503
			1,215,499.04		*CHECK TOTAL			
		VENDOR TOTAL	1,215,499.04					
UNISYS CORPORATION 005894								
185274	03/08/24	T&L EOM SOFTWARE MAINT	825.02		046334 1019661		P - W SOFTWARE MAINTEN	10.90.132.14.5591

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
VALIDITY SCREENING SOLUT 004846									
185275	03/08/24	BACKGROUND CHECKS	150.50	046335	237217		P - W	RECRUITMENT EXPE	10.25.011.08.5372
185275	03/08/24	BACKGROUND CHECKS	680.00	046336	241229		P - W	RECRUITMENT EXPE	10.25.011.08.5372
			830.50	*CHECK TOTAL					
		VENDOR TOTAL	830.50						
VEENSTRA & KIMM INC 006045									
185276	03/08/24	RICHFIELD BRIDGE DESIGN	3,100.26	046337	2	230165	P - W	BRIDGE MAINT REP	52.75.607.14.5627
VERIZON 008933									
185277	03/08/24	MOBILE PHONE SERVICE	4,875.54	046297	9956273343		P - W	MOBILE PHONES	10.90.132.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	560.27	046297	9956273343		P - W	MISC EQUIPMENT M	10.40.511.14.5559
185277	03/08/24	MOBILE PHONE SERVICE	480.33	046297	9956273343		P - W	MOBILE PHONES	10.50.311.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	268.54	046297	9956273343		P - W	MOBILE PHONES	60.60.415.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	45.59	046297	9956273343		P - W	MOBILE PHONES	10.60.481.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	217.95	046297	9956273343		P - W	MOBILE PHONES	65.60.491.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	91.18	046297	9956273343		P - W	MOBILE PHONES	60.60.420.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	388.53	046297	9956273343		P - W	MOBILE PHONES	61.60.458.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	212.95	046297	9956273343		P - W	MOBILE PHONES	10.60.482.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	87.21	046297	9956273343		P - W	MOBILE PHONES	92.70.903.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	365.15	046297	9956273343		P - W	MOBILE PHONES	92.30.134.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	977.99	046297	9956273343		P - W	MOBILE PHONES	92.70.901.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	423.00	046297	9956273343		P - W	MOBILE PHONES	92.70.902.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	45.59	046297	9956273343		P - W	MOBILE PHONES	90.70.803.12.5453
185277	03/08/24	MOBILE PHONE SERVICE	425.76	046297	9956273343		P - W	MOBILE PHONES	90.70.802.12.5453
			9,465.58	*CHECK TOTAL					
		VENDOR TOTAL	9,465.58						
ZOH0 CORPORATION 000283									
185278	03/08/24	SW MAINT	3,930.83	046338	2396560		P - W	SOFTWARE MAINTEN	10.90.132.14.5591
185278	03/08/24	SW MAINT	786.17	046338	2396560		P - W	OTHER PREPAYMENT	10.1810
			4,717.00	*CHECK TOTAL					
		VENDOR TOTAL	4,717.00						
ZOLL MEDICAL CORPORATION 006014									
185279	03/08/24	FIRE EMS SUPPLIES	675.50	046339	3908534		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
185279	03/08/24	FIRE EMS SUPPLIES	421.96	046340	3909603		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
185279	03/08/24	FIRE EMS SUPPLIES	98.40	046341	3909263		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
185279	03/08/24	FIRE EMS SUPPLIES	15.40	046342	3904813		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
			1,211.26	*CHECK TOTAL					
		VENDOR TOTAL	1,211.26						

MARCH 15th CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
AAA TIME CLOCKS				005386							
		185280	03/15/24	CCTR SERVICE CONTRACT	220.00		046430 FEB 2024			P N W MISC EQUIPMENT M	65.60.491.14.5559
ALL COPY PRODUCTS, INC.				000492							
		185281	03/15/24	PKS POSTAGE AGREEMENTS	229.63		046431 36062243			P - W OFFICE EQUIPMENT	60.60.415.14.5551
ALLEN/KELSEY				.14841							
		185282	03/15/24	WTR REFUND	113.02		046373 221 2051 00 03			P - W WATER REFUNDS	90.2495
ALTERATIONS & CUSTOM SEW				005482							
		185283	03/15/24	POL UNIFORM JACKET	124.99		046481 4637			P N W CLOTHING EXPENSE	10.40.500.38.5812
		185283	03/15/24	POL ALTERATIONS	43.00		046482 4583			P N W CLOTHING EXPENSE	10.40.500.38.5812
					167.99		*CHECK TOTAL				
				VENDOR TOTAL	167.99						
AMERICAN DIGITAL SECURIT				004908							
		185284	03/15/24	ACTL DOORBELL	205.00		046382 26003			P - W FACILITIES SECUR	10.20.051.14.5554
		185284	03/15/24	ACTL ALARM MONITORING	48.95		046383 25434			P - W FACILITIES SECUR	10.20.051.14.5554
		185284	03/15/24	FIRE ACCESS CARDS	315.98		046384 INV0025098			P - W BUILDING MAINTEN	10.50.300.14.5571
		185284	03/15/24	ACTL PANIC BUTTON INST	3,659.30		046385 26135			P - W FACILITIES SECUR	10.20.051.14.5554
		185284	03/15/24	WTR CAMERAS	970.66		046432 INV0026230			P - W WATER PLANT MAIN	90.70.802.14.5534
		185284	03/15/24	PKS PANIC BUTTONS	3,856.30		046483 INV0026144			P - W MISCELLANEOUS SU	61.60.458.04.5099
					9,056.19		*CHECK TOTAL				
				VENDOR TOTAL	9,056.19						
AMERICAN RESPONSE VEHICL				005616							
		185285	03/15/24	FIRE #624 AIR HORN COMP	1,373.87		046386 15049			P - W VEHICLE MAINTENA	10.50.311.14.5541
ANDERSON/SKYLAR				000612							
		185286	03/15/24	CCTR SWIM INSTR	20.00		046433 3/11			P N W SWIM TEAM BASICS	65.60.417.08.8121
BAKER/AARON				.14830							
		185287	03/15/24	WTR REFUND	39.94		046362 140 0186 00 06			P - W WATER REFUNDS	90.2495
BARDWELL/KATHARINE				000724							
		185288	03/15/24	CCTR SWIM INSTR	16.00		046434 3/9-3/10			P N W PRIVATE SWIMMING	65.60.417.08.8125
BARTS ELECTRIC CO INC				002795							
		185289	03/15/24	CCTR LIGHT RPRS	501.57		046435 28058			P - W BUILDING MAINTEN	65.60.491.14.5571
BELCHER/APRIL & JACOB				.14813							
		185290	03/15/24	WTR REFUND	131.99		046344 101 0150 00 16			P - W WATER REFUNDS	90.2495
BLACK/JARED				.14826							
		185291	03/15/24	WTR REFUND	139.54		046357 136 0430 00 02			P - W WATER REFUNDS	90.2495
BRADLEY/DOTTIE				.14838							
		185292	03/15/24	WTR REFUND	83.69		046370 210 2040 00 02			P - W WATER REFUNDS	90.2495

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
BRADY INDUSTRIES OF KANS 000081		185293	03/15/24	2024 CITYWIDE CUSTODIAL	315.78	046484	8702078		240015	P N W MAINTENANCE MATE	10.95.140.04.5009
		185293	03/15/24	2024 CITYWIDE CUSTODIAL	24.00	046485	8683632		240015	P N W MAINTENANCE MATE	10.95.140.04.5009
					339.78	*CHECK TOTAL					
VENDOR TOTAL					339.78						
BRANDY ELECTRIC, INC. 000042		185294	03/15/24	PKS SPORTS LIGHTING RPRS	13,215.00	046486	4168			P - W RECREATION SUPPL	61.60.458.04.5004
BREEZE/RICHARD & RENEE .14820		185295	03/15/24	WTR REFUND	73.10	046351	123 0330 00 06			P - W WATER REFUNDS	90.2495
BRINK'S INCORPORATED 006469		185296	03/15/24	COURIER SERVICE	145.65	046436	12548780			P - W FINANCIAL SERVIC	10.30.130.08.5346
		185296	03/15/24	COURIER SERVICE	109.23	046436	12548780			P - W FINANCIAL SERVIC	61.60.458.08.5346
		185296	03/15/24	COURIER SERVICE	131.08	046436	12548780			P - W FINANCIAL SERVIC	90.30.133.08.5346
		185296	03/15/24	COURIER SERVICE	167.50	046436	12548780			P - W FINANCIAL SERVIC	92.30.134.08.5346
		185296	03/15/24	COURIER SERVICE	65.54	046436	12548780			P - W FINANCIAL SERVIC	98.30.135.08.5346
		185296	03/15/24	COURIER SERVICE	109.23	046436	12548780			P - W FINANCIAL SERVIC	65.60.491.08.5346
		185296	03/15/24	COURIER SERVICE	44.33	046437	6426364			P - W FINANCIAL SERVIC	10.30.130.08.5346
					772.56	*CHECK TOTAL					
VENDOR TOTAL					772.56						
BRYANT/COLE CHRISTOPHER 000616		185297	03/15/24	CCTR SWIM INSTR	150.00	046438	2/20-2/24			P N W PRIVATE SWIMMING	65.60.417.08.8125
		185297	03/15/24	CCTR SWIM INSTR	150.00	046439	3/5-3/11			P N W PRIVATE SWIMMING	65.60.417.08.8125
					300.00	*CHECK TOTAL					
VENDOR TOTAL					300.00						
BURROLA/TRESA .14815		185298	03/15/24	WTR REFUND	22.67	046346	102 2870 00 08			P - W WATER REFUNDS	90.2495
CALIBRE PRESS 004418		185299	03/15/24	POL LEAP TRAINING	495.00	046440	2497688			P - W REGISTRATION FEE	10.40.500.06.5251
CENTRALSQUARE TECHNOLOGI 000236		185300	03/15/24	POL VEH PRINTER MAINT	2,913.42	046441	394876			P - W SOFTWARE MAINTEN	10.40.512.14.5591
		185300	03/15/24	POL VEH PRINTER MAINT	30,722.25	046442	394011			P - W SOFTWARE MAINTEN	10.40.512.14.5591
					33,635.67	*CHECK TOTAL					
VENDOR TOTAL					33,635.67						
CENTURION STONE .14849		185301	03/15/24	WTR REFUND	811.80	046381	354 0000 00 12			P - W WATER REFUNDS	90.2495
CHERRYROAD MEDIA INC 000728		185302	03/15/24	FIN SUBSCRIPTION	63.75	046387	FEB 2024			P - W GENERAL SUPPLIES	10.30.130.04.5001
CHUCK ANDERSON FORD INC 006320		185303	03/15/24	POL #222 TIE ROD	638.93	046388	FOCS176298			P - W VEHICLE MAINTENA	10.40.500.14.5541

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CHUCK ANDERSON FORD INC 006320								
185303	03/15/24	POL #204 WINDOW SWITCH	126.87	046389	FOCS176095		P - W VEHICLE MAINTENA	10.40.500.14.5541
			765.80	*CHECK TOTAL				
		VENDOR TOTAL	765.80					
CITY TREASURER 005223								
185304	03/15/24	MARRS RADIO	1,242.50	046487	2024-3		P - W RADIO MAINTENANC	10.40.500.14.5552
185304	03/15/24	MARRS RADIO	1,136.00	046487	2024-3		P - W RADIO MAINTENANC	10.50.301.14.5552
185304	03/15/24	MARRS RADIO	994.00	046487	2024-3		P - W RADIO MAINTENANC	50.70.201.14.5552
			3,372.50	*CHECK TOTAL				
		VENDOR TOTAL	3,372.50					
CLAY CO DETENTION CENTER 000105								
185305	03/15/24	POL PRISONER HOUSING	593.40	046488	NOV 23		P - W PRISONER HOUSING	10.40.511.08.5373
185305	03/15/24	POL PRISONER HOUSING	1,839.54	046489	DEC 23		P - W PRISONER HOUSING	10.40.511.08.5373
185305	03/15/24	POL PRISONER HOUSING	652.74	046490	JAN 24		P - W PRISONER HOUSING	10.40.511.08.5373
			3,085.68	*CHECK TOTAL				
		VENDOR TOTAL	3,085.68					
CLAY CO RECORDER 001059								
185306	03/15/24	RECORDING FEES-LIEN	30.00	046390	2024004505		P - W RECORDING FEES	10.80.151.08.5361
COKELEY/KEVIN .14835								
185307	03/15/24	WTR REFUND	135.51	046367	204 4690 00 09		P - W WATER REFUNDS	90.2495
CONSTRUCTION MATERIAL TR 001216								
185308	03/15/24	WWT BIOSOLIDS REMOVAL	2,070.00	046391	05246630		P - W FEES-BIOSOLID DI	92.70.902.08.5370
CONTRERAS/GABRIELLE .14836								
185309	03/15/24	WTR REFUND	146.12	046368	206 1100 00 02		P - W WATER REFUNDS	90.2495
COOPER/LAUREN .14818								
185310	03/15/24	WTR REFUND	57.07	046349	119 1960 00 07		P - W WATER REFUNDS	90.2495
COURTNEY RIDGE RDF 000885								
185311	03/15/24	WWT BIOSOLIDS REMOVAL	10,597.58	046443	000030253B		P - W FEES-BIOSOLID DI	92.70.902.08.5370
185311	03/15/24	WWT BIOSOLIDS REMOVAL	9,050.60	046444	000030253A		P - W FEES-BIOSOLID DI	92.70.902.08.5370
			19,648.18	*CHECK TOTAL				
		VENDOR TOTAL	19,648.18					
CREATIVE FORMS & CONCEPT 008216								
185312	03/15/24	FIN AP CHECKS	772.32	046392	120512		P - W OUTSIDE PRINTING	10.30.130.04.5120
CRIME SCENE CLEANERS LLC 000380								
185313	03/15/24	POL #210 DECONTAMINATE	97.85	046491	487		P N W MISCELLANEOUS SU	10.40.500.04.5099
CUMMINS SALES AND SERVIC 004424								
185314	03/15/24	FIRE GENERATOR MAINT	200.54	046445	H9-90647		P - W EMERGENCY MGT MA	10.50.300.14.5553
185314	03/15/24	FIRE GENERATOR MAINT	213.38	046446	H9-90648		P - W EMERGENCY MGT MA	10.50.300.14.5553

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CUMMINS SALES AND SERVIC 004424											
		185314	03/15/24	FIRE GENERATOR MAINT	319.85	046447	H9-90650			P - W BUILDING MAINTEN	10.70.225.14.5571
		185314	03/15/24	FIRE GENERATOR MAINT	625.41	046448	H9-91500			P - W FACILITIES MAINT	10.70.221.14.5572
					1,359.18		*CHECK TOTAL				
				VENDOR TOTAL	1,359.18						
CUNNINGHAM, VOGEL & ROST 008654											
		185315	03/15/24	LEGAL SERVICES	9,474.97	046449	68994			P N W LEGAL FEES	10.20.021.08.5311
		185315	03/15/24	LEGAL SERVICES	46.00	046450	68995			P N W LEGAL FEES	10.20.021.08.5311
		185315	03/15/24	LEGAL SERVICES	108.59	046451	68996			P N W LEGAL FEES	10.20.021.08.5311
					9,629.56		*CHECK TOTAL				
				VENDOR TOTAL	9,629.56						
DELL MARKETING LP 000189											
		185316	03/15/24	DISPATCH MONITORS	650.00	046393	10735106478			P N W MISCELLANEOUS EX	12.95.140.38.5989
		185316	03/15/24	PD DOCKS	725.97	046452	10735934693			P N W MISCELLANEOUS EX	12.95.140.38.5989
					1,375.97		*CHECK TOTAL				
				VENDOR TOTAL	1,375.97						
ENSZ & JESTER PC 004522											
		185317	03/15/24	HR EMP LEGAL SERVICES	122.50	046453	3/01/2024			P N W MISCELLANEOUS FE	10.25.011.08.5399
FASTKICK MARTIAL ARTS 003059											
		185318	03/15/24	CCTR MARTIAL ARTS INST	196.00	046454	3/6/24			P N W COMMUNITY PROGRA	65.60.417.08.8602
FISH WINDOW CLEANING 006369											
		185320	03/15/24	PWK WINDOW WASH	80.00	046455	2642-88234			P N W FACILITIES MAINT	10.70.221.14.5572
FOLEY EQUIPMENT CO INC 006120											
		185321	03/15/24	ST PARTS	1,018.91	046456	PS400514247			P - W VEHICLE MAINTENA	10.70.225.14.5541
FRAITEKH/AMJAD .14827											
		185322	03/15/24	WTR REFUND	129.67	046358	136 0570 00 02			P - W WATER REFUNDS	90.2495
GALL'S INC 005394											
		185323	03/15/24	POL UNIFORM BOOTS	250.94	046394	027024250			P - W CLOTHING EXPENSE	10.40.500.38.5812
		185323	03/15/24	POL UNIFORM BOOTS	211.56	046395	027068318			P - W CLOTHING EXPENSE	10.40.500.38.5812
		185323	03/15/24	POL UNIFORM ITEMS	181.99	046492	027141666			P - W CLOTHING EXPENSE	10.40.500.38.5812
		185323	03/15/24	POL UNIFORM ITEMS	282.44	046493	027199047			P - W CLOTHING EXPENSE	10.40.500.38.5812
		185323	03/15/24	POL UNIFORM ITEMS	300.00	046494	027224923			P - W CLOTHING EXPENSE	10.40.500.38.5812
					1,226.93		*CHECK TOTAL				
				VENDOR TOTAL	1,226.93						
GASKILL/MICHAEL .14834											
		185324	03/15/24	WTR REFUND	133.62	046366	204 4380 00 12			P - W WATER REFUNDS	90.2495
GENES TIRE & SERVICE CEN 004477											
		185325	03/15/24	POL #203 TIRES	130.00	046457	098463			P - W VEHICLE MAINTENA	10.40.500.14.5541

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
GT DISTRIBUTORS INC 006123		185326	03/15/24	POL UNIFORM VESTS	2,927.50	046396	INV0989547		P -	W CLOTHING EXPENSE	10.40.500.38.5812
GUILD COLLECTIVE 000147		185327	03/15/24	ADVERTISING	2,245.93	046397	3289		P N W	ADVERTISING	67.20.061.08.5371
		185327	03/15/24	ADMIN VISIT LIBERTY	4,925.00	046495	3288	240032	P N W	CONSULTING SERV-	67.20.061.08.5342
					7,170.93	*CHECK TOTAL					
VENDOR TOTAL					7,170.93						
GULF STATES DISTRIBUTORS 005859		185328	03/15/24	POL FIREARM PART	2,011.00	046398	1462172-IN		P -	W ARMORY SUPPLIES	10.40.501.04.5051
H D INDUSTRIES INC 005348		185329	03/15/24	ST #710 HYDRAULIC MOTOR	624.69	046458	34612		P -	W VEHICLE MAINTENA	10.70.225.14.5541
HAMPEL OIL INC 006639		185330	03/15/24	WTR POWERDIESEL TW	1,442.86	046399	91784569		P -	W WATER PLANT MAIN	90.70.802.14.5534
		185330	03/15/24	WTR POWERDIESEL TW	747.73	046400	91785147		P -	W WATER PLANT MAIN	90.70.802.14.5534
					2,190.59	*CHECK TOTAL					
VENDOR TOTAL					2,190.59						
HDR ENGINEERING INC 006018		185331	03/15/24	PW WITHERS & HOLT TRAF	695.75	046496	1200602715	230077	F -	W TRAFFIC SIGNAL U	52.75.607.14.5626
		185331	03/15/24	MASTER PLAN	18,854.61	046497	1200594545	230113	P -	W MISCELLANEOUS EX	11.95.140.38.5989
		185331	03/15/24	STORM WATER MASTER PLAN	8,654.70	046498	1200603973	230118	P -	W STORMWATER IMPRO	50.77.653.36.7510
					28,205.06	*CHECK TOTAL					
VENDOR TOTAL					28,205.06						
HELGET GAS PRODUCTS 006305		185332	03/15/24	FIRE OXYGEN	21.98	046401	0002149227		P -	W CHEMICALS	10.50.311.04.5010
HILL/DAVID 000528		185333	03/15/24	CCTR SWIM INSTR	414.00	046459	2/24-2/25		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		185333	03/15/24	CCTR SWIM INSTR	52.00	046459	2/24-2/25		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
		185333	03/15/24	CCTR SWIM INSTR	360.00	046460	3/9-3/10		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		185333	03/15/24	CCTR SWIM INSTR	52.00	046460	3/9-3/10		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
					878.00	*CHECK TOTAL					
VENDOR TOTAL					878.00						
HOWK/ANNETTE .14850		185334	03/15/24	CCTR REFUND MEMBERSHIP	240.00	046461	2057384		P -	W REFUNDS PAYABLE	65.2265
HUGHES/AUSTIN & JESSICA .14846		185335	03/15/24	WTR REFUND	84.61	046378	233 4100 00 09		P -	W WATER REFUNDS	90.2495
HY-VEE FOOD 006115		185336	03/15/24	FUNERAL PLANT	91.00	046499	58877108751		P -	W OTHER	10.25.011.38.5989
		185336	03/15/24	EMP APPRECIATION BRKFST	2,639.93	046500	7678133		P -	W SPECIAL EVENTS	10.20.001.38.5804
					2,730.93	*CHECK TOTAL					
VENDOR TOTAL					2,730.93						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
IMM/JESSICA .14823		185337	03/15/24	WTR REFUND	7.41	046354	128 1335 00 06		P -	W WATER REFUNDS	90.2495
INDEPENDENT SALT 000575		185338	03/15/24	PW 2024 ROAD SALT	21,648.01	046502	0184349-IN	240023	P -	W INVENTORY-ROAD S	10.1730
INSIGHT PUB SAFETY & FOR 000096		185339	03/15/24	POL NEW HIRE EVAL	1,100.00	046402	1747		P -	W TESTING FEES	10.40.500.08.5336
INTEGRITY 1ST PROPERTY .14828		185340	03/15/24	WTR REFUND	104.01	046359	137 3305 00 14		P -	W WATER REFUNDS	90.2495
INTEGRITY 1ST PROPERTY .14829		185341	03/15/24	WTR REFUND	106.72	046360	137 3310 00 11		P -	W WATER REFUNDS	90.2495
JACOBS/GEORGE .14816		185342	03/15/24	WTR REFUND	131.65	046347	103 0955 00 04		P -	W WATER REFUNDS	90.2495
JCI INDUSTRIES INC 006471		185343	03/15/24	WWT PUMP	500.00	046403	8264791		P -	W WWTR PLANT MAINT	92.70.902.14.5534
JOHANSEN/ROBERT .14819		185344	03/15/24	WTR REFUND	134.28	046350	119 3680 00 04		P -	W WATER REFUNDS	90.2495
JONES/NATHAN 005257		185345	03/15/24	CCTR SWIM INSTR	126.00	046462	2/25		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		185345	03/15/24	CCTR SWIM INSTR	52.00	046462	2/25		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
		185345	03/15/24	CCTR SWIM INSTR	144.00	046463	3/10		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		185345	03/15/24	CCTR SWIM INSTR	52.00	046463	3/10		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
					374.00	*CHECK TOTAL					
VENDOR TOTAL					374.00						
K C WINNELSON INC 002103		185346	03/15/24	WTR SUPPLIES	1,032.42	046404	071080 01		P -	W MAINS & LINES MA	90.70.801.14.5532
		185346	03/15/24	CREDIT	581.91	CR 046405	678599 00		P -	W MAINS & LINES MA	90.70.801.14.5532
					450.51	*CHECK TOTAL					
VENDOR TOTAL					450.51						
K C WINWATER WORKS CO 002767		185347	03/15/24	WTR INVENTORY	1,231.00	046464	322637 01		P -	W INVENTORY-MATERI	90.1700
		185347	03/15/24	WTR SUPPLIES	378.00	046464	322637 01		P -	W MAINS & LINES MA	90.70.801.14.5532
		185347	03/15/24	WTR INVENTORY	3,392.00	046465	323887 01		P -	W INVENTORY-MATERI	90.1700
		185347	03/15/24	WTR SUPPLIES	319.00	046465	323887 01		P -	W MAINS & LINES MA	90.70.801.14.5532
					5,320.00	*CHECK TOTAL					
VENDOR TOTAL					5,320.00						
KANSAS CITY REAL ESTATE .14817		185348	03/15/24	WTR REFUND	140.86	046348	117 3141 00 08		P -	W WATER REFUNDS	90.2495

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
KELLEY/TYLER .14851		185349	03/15/24	CCTR REFUND ENROLLMENT	143.50	046503	2061663		P - W	REFUNDS PAYABLE	65.2265
KELLY LAW OFFICE, P.C. 000763		185350	03/15/24	LEGAL SERVICES	7,980.00	046466	6279		P - W	LEGAL FEES	10.20.021.08.5311
KING/LUCAS .14931		185351	03/15/24	WTR REFUND	95.53	046363	140 3020 00 27		P - W	WATER REFUNDS	90.2495
KMW PROPERTY MGMT LLC .14839		185352	03/15/24	WTR REFUND	150.00	046371	211 0030 00 02		P - W	WATER REFUNDS	90.2495
KONECRANES, INC 005549		185353	03/15/24	WWT LIFTSTATION MAINT	2,286.25	046406	154976814		P - W	LIFT STATION MAI	92.70.902.14.5525
LAW OFFICE OF MARY M PAR 000161		185354	03/15/24	LEGAL SERVICES	500.00	046407	15939		P N W	LEGAL FEES	10.20.121.08.5311
LEWIS/AMBER .14811		185162	03/13/24	VOIDED CHECK	119,991.56	CR 046478	BLD-23-0526		P - H	INSURANCE BONDS	10.2416
		185355	03/15/24	FIRE DAMAGE DEPOSIT	119,991.56	046467	BLD-23-0526		P - W	INSURANCE BONDS	10.2416
				VENDOR TOTAL	0.00						
LIBERTY AGGREGATES LLC 004693		185356	03/15/24	WTR H HWY PROJECT	285.43	046408	25632		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
		185356	03/15/24	WTR STOCKPILE	397.71	046408	25632		P - W	MAINS & LINES MA	90.70.801.14.5532
		185356	03/15/24	WWT STOCKPILE	397.71	046408	25632		P - W	MAINS & LINES MA	92.70.901.14.5532
					1,080.85	*CHECK TOTAL					
				VENDOR TOTAL	1,080.85						
LIBERTY HOSPITAL FOUNDAT 005997		185357	03/15/24	HALF MARATHON SPONSORSH	5,000.00	046468	1073		P - W	CONTRIBUTIONS TO	67.20.061.38.5807
LIBERTY SPORTS OFFICIALS 009209		185358	03/15/24	PKS OFFICIATING SERVICES	10,948.00	046504	SPRING 3 2024	240001	P - W	CONTRACT LABOR	61.60.458.08.5397
LINEAGE MAILING SERVICES 000391		185359	03/15/24	UTIL BILL PROCESSING	65.25	046469	209378		P N W	OUTSIDE PRINTING	90.30.133.04.5120
		185359	03/15/24	UTIL BILL PROCESSING	65.25	046469	209378		P N W	OUTSIDE PRINTING	92.30.134.04.5120
		185359	03/15/24	UTIL BILL POSTAGE	211.84	046469	209378		P N W	POSTAGE	90.30.133.38.5808
		185359	03/15/24	UTIL BILL POSTAGE	211.84	046469	209378		P N W	POSTAGE	92.30.134.38.5808
		185359	03/15/24	UTIL BILL PROCESSING	416.30	046470	209376		P N W	OUTSIDE PRINTING	90.30.133.04.5120
		185359	03/15/24	UTIL BILL PROCESSING	416.30	046470	209376		P N W	OUTSIDE PRINTING	92.30.134.04.5120
		185359	03/15/24	UTIL BILL POSTAGE	1,058.64	046470	209376		P N W	POSTAGE	90.30.133.38.5808
		185359	03/15/24	UTIL BILL POSTAGE	1,058.63	046470	209376		P N W	POSTAGE	92.30.134.38.5808
		185359	03/15/24	UTIL BILL PROCESSING	55.47	046471	209379		P N W	OUTSIDE PRINTING	90.30.133.04.5120
		185359	03/15/24	UTIL BILL PROCESSING	55.46	046471	209379		P N W	OUTSIDE PRINTING	92.30.134.04.5120
		185359	03/15/24	UTIL BILL POSTAGE	168.45	046471	209379		P N W	POSTAGE	90.30.133.38.5808
		185359	03/15/24	UTIL BILL POSTAGE	168.44	046471	209379		P N W	POSTAGE	92.30.134.38.5808

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
LINEAGE MAILING SERVICES 000391											
185359 03/15/24 UTIL BILL PROCESSING					376.83	046472	209377			P N W OUTSIDE PRINTING	90.30.133.04.5120
185359 03/15/24 UTIL BILL PROCESSING					376.82	046472	209377			P N W OUTSIDE PRINTING	92.30.134.04.5120
185359 03/15/24 UTIL BILL POSTAGE					953.86	046472	209377			P N W POSTAGE	90.30.133.38.5808
185359 03/15/24 UTIL BILL POSTAGE					953.85	046472	209377			P N W POSTAGE	92.30.134.38.5808
					6,613.23	*CHECK TOTAL					
VENDOR TOTAL					6,613.23						
MCCOY/NADINE .14847											
185360 03/15/24 WTR REFUND					82.66	046379	233 7465 00 05			P - W WATER REFUNDS	90.2495
MCTAGGART/FELICIA .14821											
185361 03/15/24 WTR REFUND					141.52	046352	125 2370 00 11			P - W WATER REFUNDS	90.2495
MIDWEST DIESEL PERFORMAN 000533											
185362 03/15/24 WTR JD RPRS					187.25	046409	3115			P N W MISC EQUIPMENT M	90.70.801.14.5559
185362 03/15/24 WWT JD RPRS					187.25	046409	3115			P N W MISC EQUIPMENT M	92.70.901.14.5559
185362 03/15/24 WTR #123 OIL LEAK					423.63	046410	3114			P N W VEHICLE MAINTENA	90.70.801.14.5541
					798.13	*CHECK TOTAL					
VENDOR TOTAL					798.13						
MIDWEST OFFICE TECHNOLOG 008612											
185363 03/15/24 COPIER USGAGE					57.01	046411	INST402332			P - W COPIER LEASE & U	10.80.151.04.5110
185363 03/15/24 COPIER USGAGE					57.01	046411	INST402332			P - W COPIER LEASE & U	10.70.201.04.5110
185363 03/15/24 COPIER USGAGE					51.63	046412	INST398544			P - W COPIER LEASE & U	10.80.151.04.5110
185363 03/15/24 COPIER USGAGE					51.63	046412	INST398544			P - W COPIER LEASE & U	10.70.201.04.5110
					217.28	*CHECK TOTAL					
VENDOR TOTAL					217.28						
MILLER/MARY .14837											
185364 03/15/24 WTR REFUND					32.12	046369	210 0270 00 02			P - W WATER REFUNDS	90.2495
MO ONE CALL SYSTEM INC 004393											
185365 03/15/24 UTIL LOCATES					412.43	046415	4020218			P - W MISSOURI ONE CAL	90.70.801.08.5305
185365 03/15/24 UTIL LOCATES					412.42	046415	4020218			P - W MISSOURI ONE CAL	92.70.901.08.5305
					824.85	*CHECK TOTAL					
VENDOR TOTAL					824.85						
MO STATE HIGHWAY PATROL 001184											
185366 03/15/24 POL CRASH INV TRAINING					375.00	046413	1004468			P - W REGISTRATION FEE	10.40.500.06.5251
185366 03/15/24 POL CRASH INV TRAINING					450.00	046413	1004468			P - W TRAINING TRAVEL	10.40.500.06.5210
185366 03/15/24 POL CRASH INV TRAINING					260.00	046414	1004093			P - W REGISTRATION FEE	10.40.500.06.5251
185366 03/15/24 POL CRASH INV TRAINING					135.00	046414	1004093			P - W TRAINING TRAVEL	10.40.500.06.5210
185366 03/15/24 POL FINGERPRINTS-3					39.75	046505	812HP024XLPD02			P - W REGISTRATION FEE	10.40.500.06.5251
					1,259.75	*CHECK TOTAL					
VENDOR TOTAL					1,259.75						
MOAZ CONSTRUCTION INC 006100											
185367 03/15/24 WTR CONCRETE					3,977.40	046416	124			P - W MAINS & LINES MA	90.70.801.14.5532

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
MOTOROLA INC 002018									
185368	03/15/24	POL EVIDENCE STORAGE	1,269.42	046417	1411068128			P - W MISC EQUIPMENT M	10.40.512.14.5559
MOWREY/RONALD .14822									
185369	03/15/24	WTR REFUND	101.78	046353	125 2450 00 02			P - W WATER REFUNDS	90.2495
MYRICK MECHANICAL 000669									
185370	03/15/24	WTR PUMP MAINT	3,342.35	046418	1854			P - W WATER PLANT MAIN	90.70.802.14.5534
185370	03/15/24	CITY WIDE HVAC MAINTENAN	907.00	046506	1856	240003		P - W BUILDING MAINTEN	10.95.140.14.5571
185370	03/15/24	CITY WIDE HVAC MAINTENAN	366.50	046507	1863	240003		P - W BUILDING MAINTEN	10.95.140.14.5571
185370	03/15/24	CITY WIDE HVAC MAINTENAN	2,200.00	046508	1855	240003		P - W BUILDING MAINTEN	10.95.140.14.5571
185370	03/15/24	CITY WIDE HVAC MAINTENAN	676.00	046509	1862	240003		P - W BUILDING MAINTEN	10.95.140.14.5571
185370	03/15/24	CITY WIDE HVAC MAINTENAN	676.00	046510	1862	240003		P - W BUILDING MAINTEN	10.95.140.14.5571
185370	03/15/24	CITY WIDE HVAC MAINTENAN	676.00	046511	1862	240003		P - W BUILDING MAINTEN	10.95.140.14.5571
185370	03/15/24	CITY WIDE HVAC MAINTENAN	959.00	046512	1858	240003		P - W BUILDING MAINTEN	10.95.140.14.5571
			9,802.85	*CHECK TOTAL					
		VENDOR TOTAL	9,802.85						
NATL RIFLE ASSOC OF AMER 001273									
185371	03/15/24	POL NRA LE SCHOOL	685.00	046419	JB-SFKS-082624			P - W REGISTRATION FEE	10.40.500.06.5251
NORTHLAND REG CHAMBER OF 008616									
185372	03/15/24	CHAMBER MEMBERSHIP	835.00	046513	59792			P - W MEMBERSHIP DUES	10.20.001.38.5811
PARSONS/MARY .14844									
185373	03/15/24	WTR REFUND	115.78	046376	230 5020 00 04			P - W WATER REFUNDS	90.2495
PRIDE CLEANERS 000186									
185374	03/15/24	POL JAIL LAUNDRY	195.02	046422	168997-022924			P - W CLOTHING EXPENSE	10.40.500.38.5812
185374	03/15/24	POL UNIFORM LAUNDRY	654.00	046423	333472-022924			P - W CLOTHING EXPENSE	10.40.500.38.5812
			849.02	*CHECK TOTAL					
		VENDOR TOTAL	849.02						
PRINTING UNLIMITED 004763									
185375	03/15/24	BUSINESS CARDS	76.00	046420	70451			P - W OUTSIDE PRINTING	10.25.011.04.5120
185375	03/15/24	UTIL BILL INSERT	688.40	046421	70518			P - W PRINTING	10.20.031.04.5120
			764.40	*CHECK TOTAL					
		VENDOR TOTAL	764.40						
PROFESSIONAL PEST SOLUTI 006333									
185376	03/15/24	PEST CONTROL	30.00	046424	12850			P - W PEST CONTROL/MOP	10.50.300.08.5369
185376	03/15/24	PEST CONTROL	30.00	046425	12849			P - W PEST CONTROL/MOP	10.50.300.08.5369
185376	03/15/24	PEST CONTROL	30.00	046426	12848			P - W PEST CONTROL/MOP	10.50.300.08.5369
			90.00	*CHECK TOTAL					
		VENDOR TOTAL	90.00						
PSYCHLOGIC 000683									
185377	03/15/24	POL PSYCH EVALUATIONS	300.00	046427	1478			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
PUETT/KEVIN .14840		185378	03/15/24	WTR REFUND	123.91	046372	221 0110 00 05		P -	W WATER REFUNDS	90.2495
PVS DX INC 002456		185379	03/15/24	WTP CHEMICALS	10,687.13	046476	817000342-24		P -	W CHEMICALS	90.70.802.04.5010
RAINIER SFR LLC .14825		185380	03/15/24	WTR REFUND	96.85	046356	135 0970 00 11		P -	W WATER REFUNDS	90.2495
REJIS COMMISSION 006030		185381	03/15/24	REJIS SUBSCRIPTION	911.77	046428	525547		P -	W REGIONAL ALERT S	10.40.512.08.5393
RENOUF/TIMOTHY .14848		185382	03/15/24	WTR REFUND	56.85	046380	239 4650 00 02		P -	W WATER REFUNDS	90.2495
REPUBLIC SERVICES #468 008397		185383	03/15/24	SOLID WASTE COLLECTION	132,100.38	046477	3-0468-0011069		P -	W NEIGHBORHOOD COL	98.70.227.08.5381
		185383	03/15/24	RECYCLING COLLECTION	39,765.90	046477	3-0468-0011069		P -	W NEIGHBORHOOD COL	98.70.227.08.5381
					171,866.28	*CHECK TOTAL					
				VENDOR TOTAL	171,866.28						
RICOH USA, INC 000314		185384	03/15/24	FIN COPIER USAGE	322.83	046475	5069026304		P -	W COPIER LEASE & U	10.30.130.04.5110
		185384	03/15/24	POL COPIER USAGE	90.88	046514	5069026481		P -	W COPIER LEASE & U	10.40.512.04.5110
					413.71	*CHECK TOTAL					
				VENDOR TOTAL	413.71						
RICOH USA, INC 007683		185385	03/15/24	POL COPIER LEASE	153.81	046429	108060417		P -	W COPIER LEASE & U	10.40.512.04.5110
ROHAUS/KESSLER 000680		185386	03/15/24	CCTR SWIM INSTR	105.00	046515	2/25		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		185386	03/15/24	CCTR SWIM INSTR	60.00	046516	3/10		P N W	PRIVATE SWIMMING	65.60.417.08.8125
					165.00	*CHECK TOTAL					
				VENDOR TOTAL	165.00						
ROTTINGHAUS/JAMES .14814		185387	03/15/24	WTR REFUND	112.67	046345	101 3860 00 06		P -	W WATER REFUNDS	90.2495
SAMS CLUB DISCOVER-GECS 003621		2005	03/13/24	FIN SUPPLIES	92.86	046479	FEB 2024		P -	H GENERAL SUPPLIES	10.30.130.04.5001
		2005	03/13/24	FIRE STATION SUPPLIES	771.19	046479	FEB 2024		P -	H STATION SUPPLIES	10.50.301.04.5020
		2005	03/13/24	AGING SUPPLIES	52.40	046479	FEB 2024		P -	H GENERAL SUPPLIES	10.60.483.04.5001
		2005	03/13/24	PKS CONCESSION	36.34	046479	FEB 2024		P -	H CONCESSION	61.60.458.04.5007
		2005	03/13/24	CCTR CHILD WATCH	43.26	046479	FEB 2024		P -	H CHILD CARE PROGR	65.60.417.08.8701
		2005	03/13/24	CCTR RENTAL SUPPLIES	42.94	046479	FEB 2024		P -	H GENERAL SUPPLIES	65.60.491.04.5001
		2005	03/13/24	CCTR LAUNDRY SUPPLIES	58.42	046479	FEB 2024		P -	H MAINTENANCE MATE	65.60.491.04.5009
		2005	03/13/24	WTR SUPPLIES	92.86	046479	FEB 2024		P -	H GENERAL SUPPLIES	90.30.133.04.5001
					1,190.27	*CHECK TOTAL					
				VENDOR TOTAL	1,190.27						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
SCRUMPTIOUS CATERING 006563		185388	03/15/24	POL AWARDS CEREMONY	2,158.85	046517	7860		P N W	MEETING EXPENSE	10.40.500.38.5803
SHANKS/CARLOTTA .14842		185389	03/15/24	WTR REFUND	61.25	046374	224 1000 00 04		P - W	WATER REFUNDS	90.2495
SHOGER/LAUREL 005680		185390	03/15/24	CCTR SWIM INSTR	288.00	046518	3/9-3/10		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		185390	03/15/24	CCTR SWIM INSTR	52.00	046518	3/9-3/10		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
					340.00	*CHECK TOTAL					
VENDOR TOTAL					340.00						
SIMS/JOHN .14843		185391	03/15/24	WTR REFUND	146.21	046375	226 0760 00 05		P - W	WATER REFUNDS	90.2495
STERICYCLE, INC. 000777		185392	03/15/24	SUPPLIES	149.80	046519	8006292816		P - W	MISCELLANEOUS FE	10.40.500.08.5399
		185392	03/15/24	SUPPLIES	19.70	046519	8006292816		P - W	MISCELLANEOUS FE	10.20.131.08.5399
		185392	03/15/24	SUPPLIES	19.70	046519	8006292816		P - W	MISCELLANEOUS FE	10.25.011.08.5399
		185392	03/15/24	SUPPLIES	26.69	046519	8006292816		P - W	MISCELLANEOUS FE	10.20.021.08.5399
		185392	03/15/24	SUPPLIES	29.08	046519	8006292816		P - W	MISCELLANEOUS FE	10.30.130.08.5399
					244.97	*CHECK TOTAL					
VENDOR TOTAL					244.97						
STEVE'S AUTO REPAIR .14833		185393	03/15/24	WTR REFUND	56.98	046365	143 8000 00 01		P - W	WATER REFUNDS	90.2495
SUMMIT SOUND TECHNOLOGIE 000597		185394	03/15/24	POL VOX S SILENCER	2,876.00	046520	INV-10417	240042	F - W	ARMORY SUPPLIES	10.40.501.04.5051
		185394	03/15/24	POL VOX S SILENCER	18.50	046521	INV-10417		P - W	ARMORY SUPPLIES	10.40.501.04.5051
					2,894.50	*CHECK TOTAL					
VENDOR TOTAL					2,894.50						
SUMNERONE INC 005662		185395	03/15/24	FIN TONER CARTRIDGE	101.00	046522	3872909		P - W	GENERAL SUPPLIES	10.30.130.04.5001
SUTTON/KATELYN DANIELLE 000327		185396	03/15/24	CCTR SWIM INSTR	20.00	046523	3/5-3/9		P N W	SPECIALTY SWIM P	65.60.417.08.8128
		185396	03/15/24	CCTR SWIM INSTR	112.00	046523	3/5-3/9		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		185396	03/15/24	CCTR SWIM INSTR	20.00	046523	3/5-3/9		P N W	SWIM TEAM BASICS	65.60.417.08.8121
		185396	03/15/24	CCTR SWIM INSTR	50.00	046523	3/5-3/9		P N W	SWIM TEAM COMPET	65.60.417.08.8113
		185396	03/15/24	CCTR SWIM INSTR	20.00	046524	2/21-2/26		P N W	SPECIALTY SWIM P	65.60.417.08.8128
		185396	03/15/24	CCTR SWIM INSTR	80.00	046524	2/21-2/26		P N W	PRIVATE SWIMMING	65.60.417.08.8125
		185396	03/15/24	CCTR SWIM INSTR	50.00	046524	2/21-2/26		P N W	SWIM TEAM BASICS	65.60.417.08.8121
		185396	03/15/24	CCTR SWIM INSTR	20.00	046524	2/21-2/26		P N W	SWIM TEAM BASICS	65.60.417.08.8121
		185396	03/15/24	CCTR SWIM INSTR	75.00	046524	2/21-2/26		P N W	SWIM TEAM COMPET	65.60.417.08.8113
					447.00	*CHECK TOTAL					
VENDOR TOTAL					447.00						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
TESSIER/STEPHEN .14845		185397	03/15/24	WTR REFUND	10.12	046377	233 0115 00 31		P -	W WATER REFUNDS	90.2495
THE INDEPENDENT MAGAZINE 000793		185398	03/15/24	MAKE MUSIC AD	200.00	046501	6690		P -	W MAKE MUSIC DAY-S	67.20.061.04.5072
TLO PROPERTIES .14824		185399	03/15/24	WTR REFUND	92.18	046355	128 2510 00 07		P -	W WATER REFUNDS	90.2495
UNIFIRST CORPORATION 002825		185400	03/15/24	CCTR MATS	98.10	046525	3281147030		P -	W MISC EQUIPMENT M	65.60.491.14.5559
UNITE PRIVATE NETWORKS L 005621		185319	03/15/24	TELECOMMUNICATIONS	8,572.00	046526	SI-24-007511		P N W	TELECOMMUNICATIO	10.90.132.12.5455
UTILITY ASSOCIATES 000438		185401	03/15/24	POL VEHICLES/BODY CAMERA	33,613.00	046527	133850	240046	F -	W CAPITAL EQUIPMEN	10.40.500.36.7201
VALVOLINE LLC 005460		185402	03/15/24	POL #208 OIL CHANGE	34.99	046528	73522		P -	W VEHICLE MAINTENA	10.40.500.14.5541
		185402	03/15/24	POL #224 OIL CHANGE	34.99	046529	72990		P -	W VEHICLE MAINTENA	10.40.500.14.5541
		185402	03/15/24	POL #222 OIL CHANGE	34.99	046530	72964		P -	W VEHICLE MAINTENA	10.40.500.14.5541
		185402	03/15/24	POL #203 OIL CHANGE	34.99	046531	73274		P -	W VEHICLE MAINTENA	10.40.500.14.5541
		185402	03/15/24	POL #229 OIL CHANGE	34.99	046532	72547		P -	W VEHICLE MAINTENA	10.40.500.14.5541
		185402	03/15/24	POL #129 OIL CHANGE	54.98	046533	73285		P -	W VEHICLE MAINTENA	90.70.802.14.5541
					229.93	*CHECK TOTAL					
VENDOR TOTAL					229.93						
VETERINARY CENTER OF LIB 004817		185403	03/15/24	ACTL VET SERVICES	26.00	046534	488128		P -	W VETERINARY SERVI	10.20.051.08.5358
WEX BANK 005626		185404	03/15/24	FUEL-FEB	27,101.25	046535	95590221		P -	W INVENTORY-GASOLI	10.1720
WIENEKE/BRENDA .14832		185405	03/15/24	WTR REFUND	58.61	046364	140 3080 00 03		P -	W WATER REFUNDS	90.2495
WORK ZONE INC/THE 008901		185406	03/15/24	ST SIGN MATERIALS	29.70	046536	68219		P -	W STREET SIGNS	50.75.607.14.5641
		185406	03/15/24	ST SIGN MATERIALS	300.00	046537	68233		P -	W STREET SIGNS	50.75.607.14.5641
					329.70	*CHECK TOTAL					
VENDOR TOTAL					329.70						
911 CUSTOM LLC 005587		185407	03/15/24	POL FLASH BANG TRAINING	2,574.35	046480	55257	230160	F -	W SWAT TEAM SUPPLI	10.40.501.04.5050



**CITY COUNCIL
ACTION REPORT**
Meeting Date: March 25, 2024
A/R No.: 2023-440

Department: Utilities

Submitted By: Kevin Ash, Water Plant

Subject: ORDINANCE APPROVING A CONTRACT WITH C & B EQUIPMENT FOR THE PURCHASE OF WELLFIELD SERVICES IN AN AMOUNT NOT TO EXCEED \$60,860.00

Summary:

- Approve an ordinance to purchase services for annual routine maintenance and cleaning of drinking water supply wells. The contract is limited to annual cleaning and inspection services and does not include well pump rebuild, motor rebuild or other extensive repair tasks.
- The Budget Committee reviewed the water fund budget inclusive of Wellfield Maintenance as part of the 2024 budget development process.

Background:

In 2014, we started an annual cleaning program to keep our wells operating at their greatest capacity. We alternate which wells are cleaned every year so that each individual well is cleaned every two years, with odd numbered wells in odd years and even numbered wells in even years. The vendor performing the work will first introduce an acid solution to the well to begin to strip any iron buildup from the pumps and screens, as well as kill any iron bacteria that may be beginning to grow in the well. The acid solution is surged up and down the well shaft by cycling the well pump on and off. The vendor performs two of these acid cleanings per well. After the acid is pumped out, the vendor performs a third cleaning using a bleach solution.

The effect of this cleaning is a well with a much higher yield that can pump more raw water more efficiently.

It has also proved helpful to have these routine cleanings because vendors will notice problems with the well that can be addressed before they turn into more costly or detrimental problems.

Three service quote requests were sent and two were received by the Utilities' Production & Treatment Division, with the lowest being that of C & B Equipment in an amount not to exceed \$60,860.00.

Previous Action (if applicable):

Policy/Committee Review:

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

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

Financial Considerations:

Budgeted:	Line Item: 90.70.802.14.5535	Amount: \$60,860.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. WellField Ordinance 2024
2. Wellfield Contract 2024 signed
3. Wellfield Service Quotes - 2024

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH C & B EQUIPMENT FOR WELL FIELD MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$60,860.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an ordinance approving a contract by and between the City of Liberty, Clay County, Missouri and C & B EQUIPMENT for WELL FIELD MAINTENANCE SERVICES in an amount not to exceed SIXTY THOUSAND EIGHT-HUNDRED SIXTY AND 00/100 DOLLARS (\$60,860.00), 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

**AGREEMENT FOR SERVICE FOR
Purchase Well Field Cleaning Services
MAYOR, COUNCILMEN, AND CITIZENS OF THE CITY OF LIBERTY, CLAY COUNTY,
MISSOURI
And
C & B Equipment**

THIS AGREEMENT FOR SERVICE FOR the purchase Wellfield Services ("AGREEMENT") is made this 6th day of March, 2024, between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and C & B Equipment as CONTRACTOR.

In consideration of the following covenants and agreements, the City and Contractor hereby mutually agree as follows

WITNESSETH

CITY and CONTRACTOR hereby agree that CONTRACTOR shall purchase any equipment listed in the Scope Letter, install and purchase priority equipment. Contractor agrees to pay all taxes necessary to perform work, shall provide proof of workers' compensation coverage for any person doing the work, and shall provide proof the Contractor has a valid license that entitles Contractor to do business within the corporate limits of the CITY.

In consideration of the following covenants and AGREEMENTs, the CITY and the CONTRACTOR

1. Scope

1.1. Contractor Obligations

1.1.1. To perform the chemical cleaning of wells 2,4,6,8,10 and 14.

2. INSURANCE

2.1. The CONTRACTOR 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 maintain evidence of insurance as follows:

2.1.1. Worker's Compensation meeting at least the minimum requirements of the laws of the State of Missouri, and Employer's Liability with a minimum single limit of \$1,000,000.

2.1.2. Commercial General Liability minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence.

2.1.3. Automobile Liability Insurance minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence to include premises operations and subcontractors.

2.1.4. Completed Operations and Contractual Liability are to be included under the Commercial General Liability coverage. The insurance policies, including excess liability/umbrella coverage, will have combined limits of no less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate.

3. PAYMENT

3.1. The CONTRACTOR shall submit an invoice upon completion SERVICES, using the rates and the amounts agreed in AGREEMENT. The CITY shall pay all invoices within 30 days after receipt of the invoice.

4. Price

4.1. The Scope letter states that the expected amount for all services shall total \$60,860.00, to be paid in full upon the completion of work.

5. The following address is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to CITY.

C & B Equipment

In witness whereof, city and contractor accept the terms and condition of this contract through their respective signatures below, as officially approved by the Liberty City Council and attested to the Deputy City Clerk on the date and year noted below:

admis

Wellfield Services Proposal 2024

Anticipated Tasks	# Expected in 2024	C+B	LAYNE	BWP
TV Inspection Of Well	1	\$1,040.00	\$960.00	\$1,850.00
Pump and Motor Removal for Service and Inspection (Includes reinstall)	1	\$4,650.00	\$6,862.70	\$6,150.00
Chemical Cleaning of One Well	6	\$8,910.00	\$15,901.65	\$11,219.00
Motor Removal and Reinstall	1	\$1,710.00	\$1,715.69	\$1,625.00
Totals for Proposed Services		\$60,860.00	\$104,948.29	\$76,939.00

C&B EQUIPMENT

4719 Merriam Drive
Overland Park, Kansas 66203
(913) 236-8222
Fax (913) 262-8992

PROPOSAL

PHONE	DATE
816-439-4560	1/26/2024
JOB NAME/LOCATION	Good for 15 days from this date.

To: Liberty MO
Attn: Wayne

Job # _____

JOB DESCRIPTION: 2024 Annual Well Service

1	TV Inspection	price per well	\$1,040.00
2	pull & install pump	price per well	\$4,650.00
3	inspection of pump	price per well	\$880.00
4	chemical treatment (acid/acid/bleach)	price per well	\$8,910.00
5	pull & install pump motor	price per well	\$1,710.00

THIS PROPOSAL IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE.
IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL
PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH
MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE
WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

PROPOSED
COST

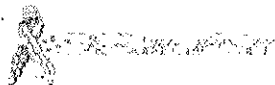
see above

NOTES:

taxes not included
pricing good for 15 days

PROPOSED
BY

Jacqui Maple



Please sign and send back your acceptance of the above listed pricing.

PO# _____

Date: _____

print name

signature

QUOTATION

Layne Christensen Company

620 South 38th Street

Kansas City, KS 66106

Phone (913) 321-5000

Fax (913) 321-5012

Date: 02/28/24

P.O. Number:

Purchaser: City of Liberty, MO

Attn: Wayne Sellers

101 East Kansas Street

Liberty, MO 64068

Phone Number (816) 439-4560

Mobile (816) 518-0274

Email: wsellers@libertymo.gov

Job Number: _____

Job Description: City of Liberty MO 6 Well Rehabs

MATERIALS

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
1	LS	Video Survey	960.13	960.13
1	LS	Pull and Install Pump	6,862.70	6,862.70
1	LS	Motor Inspection	500.00	500.00
1	LS	Chemical Treatment	15,901.65	15,901.65
1	LS	Pull and Reinstall Motor	1,715.69	1,715.69
1	LS	*** Optional Pump Inspection	1,260.00	
TOTAL MATERIALS				\$25,940.17

LABOR

[illegible]

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. As the scope of work changes, revised quotations will not be issued unless requested. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for thirty (30) days from the date of invoice or other written notice from Contractor. After said thirty (30) days, disposal of such equipment may be made by the Contractor without incurring any liability.

Purchaser

Contractor

City of Liberty, MO

Layne Christensen Company

By: _____

By: *Scott Bush*

Title:

Title: Account Manager

Date: _____

Date: 02/28/24

PO #: _____

Authorized by: _____

Are you tax exempt? (Circle One) YES NO

Authorized by:
Steve Costello
General Manager

Layne
A GRAPHIC COMPANY



CITY COUNCIL ACTION REPORT

Meeting Date: March 25, 2024

A/R No.: 2024-45

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: ORDINANCE APPROVING A CONTRACT WITH AMERICAN DIGITAL SECURITY FOR EQUIPMENT AND INSTALLATION SERVICES FOR ACCESS CONTROL CARD READERS AND STRIKE KITS ON THE MAIN ENTRY DOORS AT THE LIBERTY COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED \$24,521.68

Summary:

- The Liberty Community center was opened in February 1992.
- In 2023, staff identified security and access control deficits at the Liberty Community Center.
- Staff from IT and Parks & Recreation Departments met with American Digital Security to discuss the addition of access control to help meet the current security needs of the Liberty Community Center.
- Access control throughout the entire facility will be a large project. To address this, staff requested ADS to design a phased project plan to begin adding access control in the most vulnerable areas in 2024.
- ADS provided a quote in the amount of \$24,521.68 for the purchase and installation of four access control card readers on two administrative office doors, child watch doors and the main entry door, as well as installation of strike kits on the remaining three main entry doors.
- Staff will continue to add additional security and access control measures throughout the facility as funds are available.
- American Digital Security is the preferred vendor for this project due to their history and knowledge of security products throughout the City of Liberty. They have installed access control systems throughout other City of Liberty municipal buildings and the new access control readers can be integrated with the current program.
- It will be more cost-effective to continue with the American Digital Security solution for access control rather than "start from scratch" with another vendor. Additionally, they are a local Liberty company that has provided expedited service and equipment.
- Products come with a 3-year standard manufacturer warranty.
- Staff recommends approval of this contract with American Digital Security for an amount not to exceed \$24,521.68.
- This project is budgeted and will be funded through regular LCC operations.

Background:

The Liberty Community Center opened in February 1992. Discussions in 2023 identified the need for upgraded security and access control at the Liberty Community

Center.

Staff from IT and Parks & Recreation Departments met with American Digital Security to discuss the best options to meet the current security needs of the Liberty Community Center. Access control throughout the facility will be a large project. Staff worked with ADS to begin adding access control to the facility that could be included in the 2024 operations budget. A quote was received for the purchase and installation of four access control card readers on two administrative office doors, child watch doors and a main entry door, as well as installation of strike kits on the remaining three main entry doors.

Staff will continue to add additional access control to the facility in future years.

American Digital Security is the preferred vendor for this project due to their history and knowledge of security products throughout the City of Liberty. They have installed access control readers at other City of Liberty buildings and the new access control readers can be integrated with the current program. It will be more cost-effective to continue with their solution for access control rather than “start from scratch” with another vendor. Additionally, they are a local Liberty company that has provided expedited service and equipment.

Staff recommends approval of this contract with American Digital Security for an amount not to exceed \$24,521.68. The project is budgeted and will be funded through operations. The products come with a 3-year standard manufacturer warranty.

This project was approved by the Park Board at their regular monthly meeting on March 14, 2024.

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: March 14, 2024

Financial Considerations:

X Budgeted:	Line Item: 65.60.491.14.5571	Amount: \$24,521.68
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - American Digital Security at LCC
2. ADS Contract Signed 3-13-24

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH AMERICAN DIGITAL SECURITY
FOR EQUIPMENT AND INSTALLATION SERVICES FOR ACCESS CONTROL CARD
READERS AND STRIKE KITS ON THE MAIN ENTRY DOORS AT THE LIBERTY
COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED \$24,521.68

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain contract by and between the City of Liberty and American Digital Security, 140 Westwoods Drive, Liberty, MO 64068, in an amount not to exceed TWENTY-FOUR THOUSAND FIVE HUNDRED TWENTY-ONE DOLLARS AND 68/100 (\$24,521.68), for access control card readers and equipment including installation, 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 ACCESS CONTROL SECURITY UPGRADES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 11th day of March, 2024, between **AMERICAN DIGITAL SECURITY**, an entity organized and existing under the laws of the State of **MISSOURI**, with its principal office located at **140 Westwoods Drive, Liberty, MO 64068**, hereafter referred to as the Contractor, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

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

This contract approved on **March 11, 2024** and is effective as of **March 11, 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 the attached proposal and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II CONTRACT TERM

This agreement is purchase and installation of 4 access control card readers on 2 administrative office doors, child watch, and a main entry door as well as install of strike kits on the remaining 3 main entry doors. Project to be completed as soon as possible and no later than May 24, 2024.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work for this project as described in the proposal for a not-to-exceed amount of \$24,521.68.

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

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work within thirty (30) days of receipt of verified invoices. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineers' estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

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

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V

INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

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

ARTICLE VII RESPONSIBILITIES

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

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

performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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

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

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

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

FORCE MAJEURE

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

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X 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 X “B” and “C” above have elapsed.

- C. Violations of Section X 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 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 XIII AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Note: Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars (\$100,000.00) or (2) Contractor employees fewer than ten (10) employees.

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting “to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written

certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

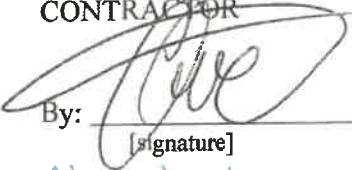
Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.”

For a definition of the term “boycott”, please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor’s rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

CONTRACTOR

By: 

[signature]

Christopher L. Watson

Print Name

Its: Vice President

ARTICLE XV 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)

American Digital Security, LLC
Company Name
By: _____
Title: Vice President
Attest: _____
Tabitha Logan

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

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

A. Procedures

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

B. Contract Award

Award of this contract is anticipated within 60 days.

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, 64069.

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

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

PROJECT PROPOSALS
(see attached)



Division of The Kincaid Group



City of Liberty

Community Center Proposal

This proposal contains all details and relevant information regarding the scope of work, pricing and terms requested by City of Liberty.

Derek Cox

816.830.1114

Derek.Cox@AmericanDigitalSecurity.com

TIPS Contract #230202

Family

Our foundational value, delivered through our commitment to caring about each person like they are a part of our family.

Safety

Our cornerstone commitment, safety is pursued in every aspect of our work through ongoing extensive training and attention to detail.

Service

Through transparency and integrity, we strive to provide service which exceeds expectations. In addition, we look to continually find ways to give our time, talent, and treasure in support of the communities in which we are located.

Respect

Simply put, as a company, we strive to follow the Golden Rule and treat every person the way we wish to be treated.

AMERICAN DIGITAL SECURITY



Division of The Kincaid Group



VIDEO SURVEILLANCE | ACCESS CONTROL | EMERGENCY NOTIFICATION | PANIC BUTTONS
WEAPONS DETECTION | INTRUSION ALARMS | SYSTEM DESIGN | CLOUD-BASED SOLUTIONS

Your Security Solutions Partner

American Digital Security (ADS) is a leading security systems company based throughout the Midwest, and adding offices through acquisition every year. We specialize in the planning, design, installation, service, and maintenance of your security needs. Our customers range from all types of educational facilities, commercial properties, and specialty facilities throughout the Midwest.

For the past 21 years, ADS has developed outstanding customer relationships through designing physical security solutions that unify access control, visitor management systems, audio/video intercoms, emergency notification systems, alarm systems, weapons detection, panic buttons, and video surveillance systems.



\$60 Million

Due to our relationships with key suppliers, we're able to secure HUGE cost savings on parts, which we pass on to our customers.

Over 600 Customers

Have relied on ADS for their security solutions in the last 20 years.

Over 2,000 Locations

We are proud to announce that we have serviced over 2,000 locations since 2002.

ABOUT US

American Digital Security's long list of big business clients agree: ADS is a major player in the security industry. In business since 2002, ADS has grown from revenues of \$750,000 in its first year of operation to over \$21 million a year in 2021. ADS offers a state contract through The Interlocal Purchasing System (TIPS) for all 50 states.



THE INTERLOCAL PURCHASING SYSTEM



We embrace a culture dedicated to our four core values: Family, Safety, Service, and Respect. Therefore, our business philosophy is built around trust, partnerships, and leveraging proven technologies that will provide you with the maximum value and reliability for years to come.

From award-winning video surveillance solutions to the latest intercom and access control systems, to advanced information management systems, we never lose sight that we are in the business of protecting people, not just property.



End-To-End Professional Security Services

Our fully integrated approach will deliver the level of security and service that you require and deserve, no matter what your industry is.

ON-SITE RISK ASSESSMENT

We offer a free on-site consultation by our certified security consultants to identify your specific needs and concerns.

PLANNING & DESIGN

Our certified security consultants will develop the system architectural concept, determine an accurate estimate, and design a solution offering the highest level of security and efficiency—all while meeting your budget.

QUALITY INSTALLATION

Our certified installation team will ensure a quality and unobtrusive installation, delivered on-time and on-budget without interruptions in your facilities.

SUPPORT AND MAINTENANCE

We offer expert service, extended maintenance agreements, and around-the-clock on-call support to ensure your systems function properly.

20+

Partners

We select only the highest quality products and partners to meet your needs.

OUR SOLUTIONS

REST ASSURED, WE WILL HELP FIND THE
BEST SOLUTION THAT FITS YOUR NEEDS



Video Surveillance

Our latest and most advanced video management software is designed to revolutionize how operators interact with and gain situational awareness from their video security systems. Our easy-to-deploy video systems are highly scalable, efficient, and affordable—reducing the need for more cameras, saving you money.



Access Control

Create safer, more secure spaces with complete access control with scalable cloud-based software and endless integration capabilities. It's as easy as unlocking doors from your smartphone. Built to scale for thousands of users across multiple locations, centralize security management with robust cloud-based software or on-site appliance, allowing seamless integrations.



Intrusion Alarms

Gain around-the-clock protection, remote access and central station monitoring with our custom-tailored, state-of-the-art burglar alarm systems. Simple and practical alarm systems are one of the most effective ways to protect your assets.



Weapons Detection

We carry the top brands of concealed weapons detectors on the market to help proactively keep people and assets safe by using advanced sensors and artificial intelligence to detect a wide range of concealed weapons and threats.



Cloud-Based Solutions

Fully integrated hardware and software solution that strengthens safety while simplifying ownership. No Network video recorder needed. Cameras, access control, intrusion alarms, environmental/vape sensors, guest check, and package management provide unparalleled visibility through a single pane of glass from one manufacturer.



Panic Buttons

At the start of a critical incident, the time it takes to communicate with the first-responders who are closest to the scene can make all the difference in the world. ADS can install the industry leading Centegix Crisis Alert and/or WAVE Plus Critical Incident Notification systems.



OUR TEAM

OUR TEAM OF INDUSTRY EXPERTS ARE HERE TO
HELP PROTECT WHAT'S MOST VALUABLE TO YOU

“ Starting with the account representative all the way down to the cleanup crews, everyone has been highly professional, courteous, respectful, and has provided outstanding customer service. The principals and staff in the buildings repeatedly comment on the high level of service ADS provides.”

Olathe Unified School District 233

“ Commerce Bank chose American Digital Security (ADS) for our new network video management system after a competitive RFP process. ADS worked quickly to install new equipment within a few months. As with any major project like this, there were challenges along the way, but ADS was always responsive and professional as we worked toward finding solutions to these issues. We are now in the service and maintenance phase of our relationship, and ADS remains in regular communication and responsive to our needs. Their services are integral to the continued safety and security of our team and customers.”

Todd George
Senior Manager
Physical Security and Safety
Commerce Bank



Buddy Mason
Founder

- Over 21 years of experience in security industry
- Founded American Digital Security in 2002
- Managed projects ranging from \$5,000–\$7 million
- Associates in Architecture: Phoenix Institute of Technology



Chris Watson
Vice President

- Over 20 years of experience working with public institutions and project management
- CCNA Certified
- Managed projects ranging from \$30,000–\$25 million
- Business Leadership certification courses from Wichita State University
- MAYB Basketball coach 2008–2012



Brandon Sobotka
Service Engineering
Manager

- Over 15 years of experience in security industry
- ACC, ACM, Signamax certified
- Managed projects ranging from \$5,000–\$7.7 million
- Bachelor's in Technical Management: DeVry University
- Associates in Applied Electronics Technology: Electronics Institute



Scott O'Mealy
Install Manager

- Has worked for ADS for over 10 years
- Over 20 years in the security industry.
- Certifications: Avigilon ACC/ACM, Salto, Software House, OSHA, Signamax
- Associates Degree in Electrical, Electronic, and Communications Engineering: Vatterott College



Austin Caldwell
Project Manager

- Over 3 years of experience in IT
- ACC, ACM, Axis Certified Professional
- Handled access control migrations consisting of 300+ doors



Mark Civick
IT & Support Manager

- 26 Years of experience in the IT Industry, with specialization in enterprise servers & network infrastructure, and work from home solutions
- FBLA Alumni/Network Member Since 1998
- MCSE, CySA+, ITIL Certified



OUR TEAM

OUR TEAM OF INDUSTRY EXPERTS ARE HERE TO
HELP PROTECT WHAT'S MOST VALUABLE TO YOU

Service, Support and Maintenance

We offer expert service, extended maintenance agreements, and around-the-clock on-call support to ensure your systems function properly. We understand how important security systems are to our customers' day-to-day business success. Prompt attention to your service and maintenance requests can make the difference between a day well-spent and a day wasted.

OUR FOUR CORE VALUES

Family

Our foundational value, delivered through our commitment to caring about each person like they are a part of our family.

Safety

Our cornerstone commitment, safety is pursued in every aspect of our work through ongoing extensive training and attention to detail.

Service

Through transparency and integrity, we strive to provide service which exceeds expectations. In addition, we look to continually find ways to give our time, talent, and treasure in support of the communities in which we are located.

Respect

Simply put, as a company, we strive to follow the Golden Rule and treat every person the way we wish to be treated.



Ethan Marshall
Security System Engineer

- Over 10 years of experience in security industry
- Member of the ADS team for 5 years
- Bachelor of Science: The University of Kansas
- ACC, ACM certified



Kurt Galley
Security Consultant

- Over twenty years experience in medical, technology, and construction industries
- Masters of Business Administration: Baker University



Logan Voran
Sales Support

- Bachelor's degree in management at Wichita State University
- 4 years of youth/high school soccer coaching
- 3 years of sales experience



Brian Miller
Solutions Architect

- Over 10 years of experience in security industry
- 12 years of IT experience
- Extensive experience in Networking, Wireless Networking, Active Directory, Linux, BSD, and Troubleshooting
- Taken over 1,400 cameras in a single job and upwards of 300 doors



Jenell Quigley
Alarm Account Admin

- Over 6 years of experience in security industry
- Over 16 years of accounting experience
- Bachelor's in Criminal Justice: CMSU



Jen Smead
Security Consultant

- Over 12 years of experience in security industry
- ACM, ACC certified
- Managed projects ranging from \$1,000–\$4 million
- Managed multiple takeovers and conversions



Rob Behrens
Security Consultant

- Over 20 years of experience in security industry
- Managed multiple security system takeovers ranging from \$5,000–\$5.5 million
- ACM, ACC, OSHA 8 certified

OUR TEAM

OUR TEAM OF INDUSTRY EXPERTS ARE HERE TO
HELP PROTECT WHAT'S MOST VALUABLE TO YOU

“ I have worked with many other integrators and by far ADS has been the best I have dealt with to date. They have the best quality of work, and the most knowledgeable technicians in the field and in the office. They have fast response times and service, are easy to work with and are trustworthy. They also went the extra mile a couple times in some cable pulls as I couldn't make up my mind so they went ahead and pulled an extra line for future changes.”

Audio Visual Supervisor
Kansas City Kansas Public Schools



Chris Williams
Security Consultant

- Over 14 years of experience in security industry
- Associates in Business: Missouri Western State University
- Managed projects ranging from \$500–\$1.5 million
- Managed multiple takeovers and conversions



Josh Peters
Security Consultant

- 5 years of project management experience.
- Managed projects up to \$300,000 in size
- Attended Wichita State University



BJ Christine
Sales Engineer

- 13 Years in the Low Voltage Industry
- Over 4 Years with American Digital Security
- Managed Projects Ranging from \$1,000 to Over \$1 Million.



Derek Cox
Security Consultant

- ACC, ACM, DMP, Verkada certified
- 4+ Years of Service at A.D.S.
- Managed Projects ranging from \$100-2.5 Million
- Managed Multiple Takeovers and Conversions



Jason Spellman
Security Consultant

- Over 10 years of sales experience
- Coaches youth baseball and basketball
- Bachelor's in Horticulture: Kansas State University



Adam Grzyb
Security Consultant

- Sales Management degree from Missouri State University
- Extensive experience overseeing a 15 State Territory as a Sales/Service Manager
- Cultivated a 50% growth during his time in the Transportation Industry



Kameron Cox
Security Consultant

- Bachelor's degree in Communications with a minor in Economics: Missouri State University
- 5 years of marketing/sales experience
- Youth/collegiate soccer coaching for 2 years



Chris Kemp
Project Manager

- 26 years of experience between luxury residential and commercial
- Managed multi-year, multi-phase projects up to \$3.5 million
- Ran a successful KC-based integration business for 13 years
- CEDIA Certified Designer, Certified Programmer for Multiple Automation Platforms, Fiber Certified



DIRECTORY

SERVICE CALLS AND EMAILS WILL BE
HANDLED WITHIN A 24-HOUR PERIOD
FROM THE TIME THEY ARE RECEIVED



LOCATIONS

LIBERTY, MO

140 Westwoods Drive
Liberty, MO 64068
816.415.4237

WICHITA, KS

6435 E. 34th Street N
Suite 106
Wichita, KS 67220
316.867.1716

ST. LOUIS, MO

859 Horan Drive
Fenton, MO 63026
636.305.1010

JUNCTION CITY, KS

204 W. 10th Street
Junction City, KS 66441
785.762.2800

Monday - Friday
8:00am - 5:00pm *Central Time*

contact@americandigitalsecurity.com
americandigitalsecurity.com

FOUNDER

Buddy Mason

816.694.9804
buddy.mason@americandigitalsecurity.com

VICE PRESIDENT

Chris Watson

785.404.8034
chris.watson@americandigitalsecurity.com

ACCOUNTING

accounting@americandigitalsecurity.com

Tabitha Logan

816.415.4237
tabitha.logan@americandigitalsecurity.com

Jamie Stearns

816.883.2752
jamie.stearns@americandigitalsecurity.com

SUPPORT

help@americandigitalsecurity.com

Direct Support Line

816.883.2761

Ethan Marshall

816.415.4237
ethan.marshall@americandigitalsecurity.com

INSTALLATION MANAGER

Scott OMealy

816.694.0998
scott.omealy@americandigitalsecurity.com

ALARMS

Jenell Quigley

816.541.8289
jenell.quigley@americandigitalsecurity.com



REFERENCES

With over 2,000 customers across many industries, ADS is fully equipped to service your specific security needs with an expert insider knowledge of your industry.



Division of The Kincaid Group



Kansas City Chiefs

One Arrowhead Drive
Kansas City, MO 64129

Contact: Colby Harrison

Phone: 816.920.4209

Time Worked: 2014-Current

Project Dollar Value: \$1,234,306



Kansas City, Kansas Public School District

625 Minnesota Avenue
Kansas City, KS 66101

Contact: Jason Coddling

Phone: 913.568.3739

Time Worked: 2013-Current

Project Dollar Value: \$6,264,682



Commerce Bank

8000 Forsyth Blvd.

St. Louis, MO 63105

Contact: John Christenson

Phone: 314.746.7431

Time Worked: 2020-Current

Project Dollar Value: \$2,480,994



St. Luke's Health Systems

4401 Wornall Road

Kansas City, MO 64111

Contact: Jon Brady

Phone: 816.932.3911

Time Worked: 2018-Current

Project Dollar Value: \$402,953

Scope of Work

ADS Responsibilities

Project Overview: American Digital Security is proposing to add new access control locations at the City of Liberty - Community Center.

1. Door Installations:.

A: Three Doors (Two Offices and One Children's Room):

- Installation of access control readers
- Integration of request-to-exit (REX) devices
- Implementation of contact sensors for door status monitoring
- Installation of locking hardware for enhanced security

B: Fourth Door (Main Entry):

- Installation of access control reader
- Implementation of contact sensors for door status monitoring
- Integration of motion sensors (motion REX)
- Installation of four retraction kits for multiple scheduled doors.
- The left leaf (viewing outside-in) will tie into the card reader, as indicated in the photos. Each leaf will have a retraction kit installed that will allow the end-user to schedule these doors. These will need to be wired in series.

2. Composite Cable Installation:

- Running composite cable from the existing LifeSafety panel to each of the new door locations
- Ensuring proper cable management and organization



3. System Programming:

- ADS will be responsible for programming all installed devices into the existing Avigilon Access Control Management (ACM) system.

4. Testing and Quality Assurance:

- Conducting thorough testing of all installed devices to ensure proper functionality.
- Verification of access control features, REX functionality, door status monitoring, and motion sensor integration.

Customer Responsibilities

- Ensuring that ADS has valid licenses on their Avigilon ACM appliance for the installation.
- Providing easy and free access to the building for ADS technicians during the installation period.
- Coordination with relevant personnel for any required facility access.

Additional Time and Material Disclaimer

Please be advised that the scope of work outlined in this agreement is based on the information and conditions disclosed to us at the time of assessment. In the event that additional time and materials are required to complete the job due to undisclosed challenges, delays resulting from customer communications, or failures related to network and/or user-supplied hardware, we reserve the right to adjust the project's cost accordingly.

We endeavor to complete all projects within the agreed-upon timeframe and budget. However, unforeseen complications can arise. If such instances occur, we will communicate these challenges promptly and provide a revised estimate for the completion of the work.

By accepting this scope of work, the customer acknowledges and agrees to the potential for additional charges in the circumstances described above. It is our commitment to maintain transparency and open communication throughout the project to ensure any additional costs are understood and approved before proceeding.



Office Door (Front Desk):



Staff Office Door:



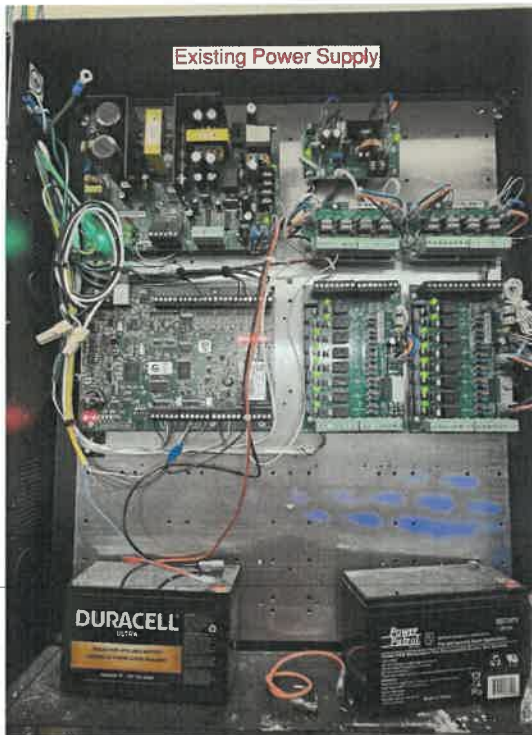
Front Doors: 1 Reader Controlling Left Leaf. Locks on all four leaves for programming.



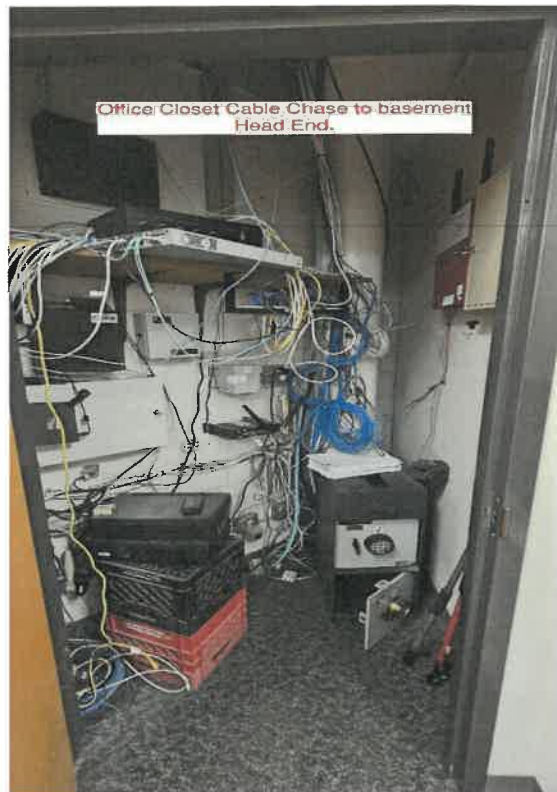
Children's Door:

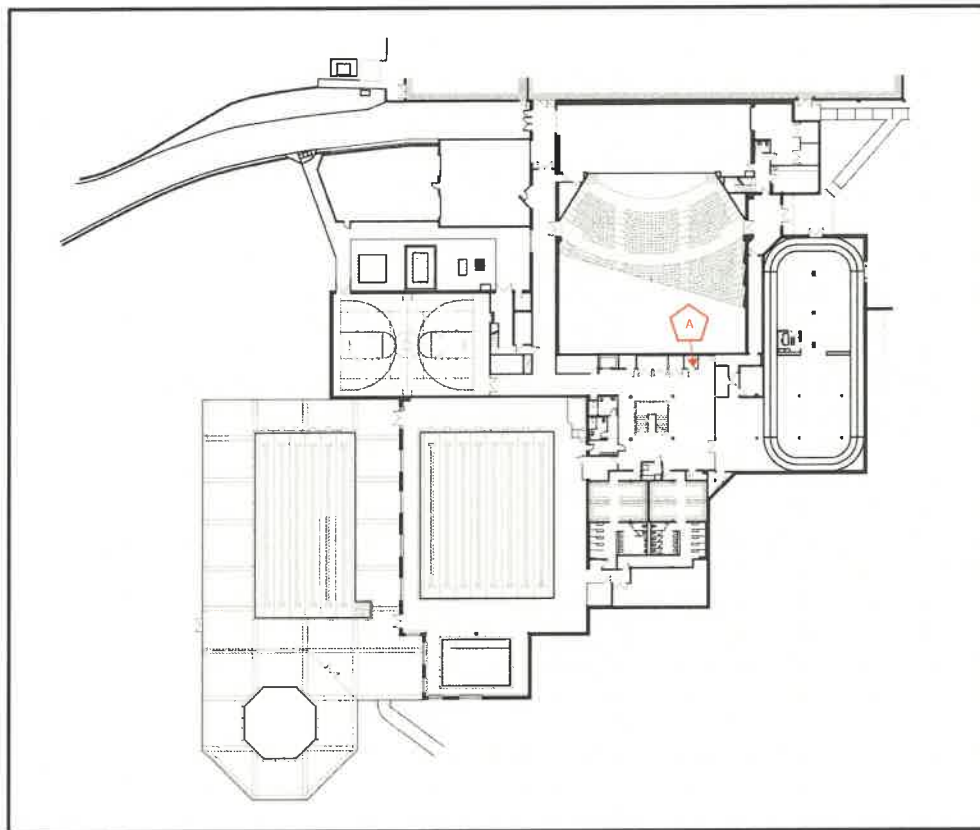


Existing Headend:



Chase:





1 LOWER LEVEL FLOOR PLAN

CITY OF LIBERTY - COMMUNITY CENTER

Door #	Cable	Lock Type	Reader	REX	DC	KDL-A
1	Composite	5200C	900PTNNEK00000	1	1	
2	Composite	5200C	900PTNNEK00000	1	1	
3	Composite	5200C	900PTNNEK00000	1	1	
4	Composite (4)	958004-00 (3) & 639026 (1)	900PTNNEK00000	4	4	4

City of Liberty - Community Center

Headend	Dura12-7F	MR52
A	1	2



American Digital Security
140 Westwoods Dr.
Liberty MO 64068
United States
(816) 415-4237

Estimate
#EST0008100
01/22/2024

Bill To

Liberty Community Center
1600 S. Withers Road
Liberty MO 64068-
United States

Ship To

Liberty Community Center
1600 S. Withers Road
Liberty MO 64068-
United States

TOTAL

\$24,521.68

Expires: 02/29/2024

Terms	Expires	PO #	Sales Rep	Title	Memo
Due on receipt	02/29/2024		Derek Cox	Door Additions	Door Additions

Quantity	Item	Options
2	DURA12-7F MAINTENANCE-FREE RECHARGEABLE NON-SPILLABLE 12V 7Ah CHARGING INSTRUCTION (AT 20 °C)	
2	AC-MER-CON-MR52-S3B Series 3B Two-Reader Interface Module (Mercury Part #: MR52-S3B)	
4	900PTNNEK00000 RDR, RP10, MULTICLASS, SE REV E, STD PROX, STD, WIEGAND, PIG, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, 32 BIT	
3	5200C-630 ELECTRIC STRIKE KIT W/ 501 & 501A OPTION	
3	958004-00 HD-QEL Baseplate Conv. Kit - 3'	
1	639026 PDQ MLR KIT	
4	K-DLA 1/4 X 18 ARMORED DOOR LOOP ALUM	
7	DS160 Bosch White Request To Exit	
7	180RS-12-BR STUBBY RECESSED CONTACTS CLOSED LOOP	
4	MC-25 MAGNET WINDOW CHANNEL	
1,400	4461060 4 Elem Comp Cable CMP Grn Jkt	
1	Hardware250	
112	ADSLABOR Installation	
1	Project Engineering	
1	Shipping and Handling Charge	



EST0008100



American Digital Security
140 Westwoods Dr.
Liberty MO 64068
United States
(816) 415-4237

Estimate

#EST0008100

01/22/2024

Subtotal	\$24,521.68
Tax Total (\$)	\$0.00
Total	\$24,521.68



EST0008100



Customer Information

Contact Name

Casey Gaines

Email Address

Casey Gaines <cgaines@libertymo.gov>

IT Contact Name

Email Address

Phone Number

Notes for Contact

Approved Work Hours*

Special Considerations

Onsite Storage/Ship-to Information

Is this site New Construction?

Site Contact Name*

Casey Gaines

Phone Number

816.439.4375

Email Address

Casey Gaines <cgaines@libertymo.gov>

Construction Contact Name*

Email Address

Phone Number





Terms

American Digital Security Progress Billing Terms

The ADS accounting team will bill Community Center Proposal in stages, and City of Liberty will receive progress billing invoices as outlined below:

- First Invoice will include the initial 30% of the Purchase Order (PO) amount. This invoice will be sent when ADS receives City of Liberty purchase order or a signed copy of this document.
- The Mid-Project Invoice will be triggered at 30% completion of the project based off labor hours worked.
- Final Invoice will include the remaining 40% of the PO amount as well as all applicable tax and freight charges as well as any monetary adjustments related to changes to the PO previously approved by ADS and City of Liberty. This invoice will be sent upon completion of the project.

The foregoing billing terms do not apply to ADS provided monthly-recurring managed services, which will be invoiced monthly.

I have the authority to order the above work and do so as outline above. It is agreed that American Digital Security LLC (ADS) will remain title to any equipment or material furnished until final payment is made, and if settlement is not made as agreed, ADS shall have the right to remove same and ADS will be held harmless for any damages resulting from removal thereof. Quote is valid for 45 days from date above.





Buyer agrees not to tamper with, remove, or otherwise interfere with the system. The equipment shall remain in the same location as installed and Buyer agrees to bear the cost of repairs, replacement, relocation, or additions to the system made necessary because of any painting, alteration, remodeling, or damage. Ordinary wear and tear repair or replacement shall be serviced by ADS without additional charge in accordance with the warranty. Batteries, obsolete components, vandalism, critters, rodents, pests, and components exceeding manufacturers useful life are not included in service or warranty and will be repaired or replaced at Buyer's expense.

ADS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ADS's sole discretion for the installation and service of the system, and ADS shall not be responsible for any condition created thereby as a result of such installation, service, or installation of the system. ADS shall not be responsible for the condition of the premises upon removal of the system and Buyer represents that the owner of the premises, if other than the Buyer, authorizes the installation of the system under the terms of this agreement.

ADS is not responsible for lawn/landscape repair if damage occurs while working on site and traveling to and from work areas with lifts. Any preparedness in gym for lift work must be discussed prior to work starting. ADS will charge accordingly for any necessary plywood or protective covering required to be laid down to protect flooring. ADS is not responsible for lift or any equipment rental required to service equipment after initial installation is complete.

Surveillance equipment is attached to a Network Video Recorder computer and Buyer shall not use the computer for any other purpose or load any software without prior approval by ADS. ADS shall be permitted to access and make changes to the system's operation on site and over the internet. ADS shall have no liability for data corruption or inability to retrieve data even if caused by ADS's negligence. Buyer's data shall be maintained confidential and shall be retrieved and released only to Buyer or upon Buyer's authorization or by legal process. Internet access is not provided by ADS and ADS has no responsibility for such access or IP address service. ADS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

In the event of any delays and/or errors resulting from your failure to perform work as agreed, you understand that ADS will not be responsible for any such delays and you agree to pay ADS for any extra work that must be performed beyond the scope of the original agreement as a result of those delays/errors. This includes waiting for site personnel for access to locked areas in facilities.





The Customer's failure to make payment when due is a material breach of this agreement. The Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law.

The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as deemed in the scope of work above. If the actual number of devices installed or services to be performed is greater than that set forth in the scope of work, the price will be increased accordingly. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state, and local sales and excise taxes, however designated, levied, or based on the service charges pursuant to this agreement.

Any reference to "monitoring services" of any kind in this agreement is included for pricing purposes only. Monitoring services are performed pursuant to the terms and conditions of Company's standard monitoring agreement.

The Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the scope of work.

Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, watchman, and crane and elevator service and necessary permits. Customer shall further supply required schematics and drawings unless they are to be supplied by Company in accordance with this agreement; provide a safe work environment, provide Company access to any systems to be serviced; and comply with all laws, codes, and regulations pertaining to the equipment and/or service provided under this agreement.

Customer shall be responsible to coordinate the work of other trades and for additional costs incurred by Company arising out of interference's to Company's work caused by other trades.

Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect performance of the covered system.

Customer shall not, directly, or indirectly, on its own behalf of any other person, business corporation or entity, solicit or employ any company employee or subcontractor, or induce company employee or subcontractor to leave his or her employment with the company, for a period of two years after the finalization of this agreement.





Warranty

3 year warranty on manufacturer equipment

ADS cooperates with a range of industry partners to complete your physical security system. These components are subject to the respective product manufacturer's warranties and their associated terms and conditions. ADS does not separately provide a warranty in respect of these products. For further information, please see the appropriate product documentation or visit the specific product manufacturer's website for details.

Equipment. All equipment furnished by ADS comes with each manufacturer's standard warranty, licenses and indemnities only. ADS will provide to Customer third party information detailing any license, warranty and indemnity right it receives from any third party provider of such Equipment upon request and will reasonably cooperate with Customer in enforcing such rights. Manufacturer warranty periods start the date equipment is shipped from the manufacturer, not the date of installation unless shipment and installation dates are the same. ADS' prior approval is required to return any Equipment, except for Equipment erroneously ordered by ADS. If the manufacturer authorizes an Equipment return request and agrees to credit ADS for the cost paid by ADS for such Equipment, ADS will accept Equipment for return (a) subject to a 15% restocking fee and (b) return freight charges, each of which will be invoiced to and paid by Customer unless otherwise specified in the authorization to return the Equipment. All Equipment returns are subject to ADS' inspection and acceptance.

Services. ADS warrants the work against defective workmanship for a period of 1 year, from the above stated job completion date. This warranty is extended to the owner named above and is not transferable. If a defect covered by this limited warranty occurs, ADS will repair or replace the defective workmanship, materials, or equipment at no charge to the Owner. To obtain service under this limited warranty please call ADS technical support at 888.833.4237. This limited warranty covers and includes any special terms specified in the plans, specifications and contract documents for this project. This limited warranty does not include: (1) Items that have been subjected to accident, misuse and abuse including damage resulting from lack of Owner maintenance or damage from ordinary wear and tear; (2) Items that have been modified, damaged, altered or worked on by anyone other than ADS; (3) Items furnished by the Owner for installation. NOTICE TO OWNER: Under no circumstances shall ADS be liable for injury to any person or damage to any property whatsoever by virtue of this warranty or otherwise. Under no circumstances shall ADS be liable for any incidental, secondary, indirect, consequential, special or other damages of any nature arising out of the use of or inability to use as a result of a defect in the work performed or the materials and/or equipment installed by ADS. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.





Agreement

EST0008100

Thank you for your business Casey! We are excited to be working with you and would like to thank you for choosing ADS as your security solutions provider!

By signing below, City of Liberty agrees to accept this proposal and enter into a contractual agreement with American Digital Security beginning on the date of signing.

American Digital Security

City of Liberty

INTEGRATING
SECURITY & TECHNOLOGY



140 Westwoods Drive
Liberty, MO, 64068
816.415.4237
contact@americandigitalsecurity.com



Derek Cox

Casey Gaines





CITY COUNCIL ACTION REPORT

Meeting Date: March 25, 2024

A/R No.: 2024-448

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: ORDINANCE APPROVING A CONTRACT WITH MCCONNELL AND ASSOCIATES FOR CONCRETE REPLACEMENT AND DRAINAGE REPAIRS AT THE LIBERTY COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED \$58,455.00

Summary:

- The Liberty Community center opened in February 1992.
- Much of the original concrete in the main entryway to the facility, including sidewalks, is deteriorating.
- Liberty Community Center maintenance staff completes annual entryway and sidewalk repairs.
- Significant repairs were made to sections of the main entryway in 2012.
- Concrete repairs and patches are failing, creating ongoing navigational challenges.
- Because of poor drainage, some areas of the entryway experience standing water.
- McConnell & Associates supplied a quote for services including removal of existing concrete, making drainage repairs, and replacing concrete of the main entryway at the Liberty Community Center.
- The quote also includes an alternate for concrete sidewalk replacement (North Side) in the front of the building.
- McConnell is a member of the TIPS national purchasing cooperative and this is a competitively procured quote for a contract.
- The City of Liberty has a positive working history with McConnell & Associates for past projects, including the pickleball court expansion in 2023.
- Staff recommends the approval of a contract not to exceed \$58,455.00 for services including removal of existing concrete, making drainage repairs and replacing concrete at the Liberty Community Center.
- The project is funded through the 2024 Park Sales Tax Fund.

Background:

The Liberty Community Center opened in February 1992. The concrete in the main entryway to the facility and adjacent sidewalks is deteriorating. Liberty Community Center maintenance staff completes annual entryway and sidewalk repairs. Significant repairs were made to areas of the main entryway in 2012. Repairs made are failing, creating navigational challenges. Additionally, drainage repairs need to be made under the concrete of the main entryway. Standing water is an issue any time there is significant precipitation, including rain and melting snow.

Staff requested a quote from McConnell & Associates for removal of existing concrete, making drainage repairs and replacing concrete at the main entryway at the Liberty Community Center. The quote also includes an alternate for concrete sidewalk replacement (North Side) at the front of the building.

McConnell & Associates.....\$58,455.00

McConnell is a member of the TIPS National Purchasing Cooperative. The City of Liberty previously used McConnell & Associates for the pickleball court expansion in 2023 with satisfactory results.

Upon notice to proceed, staff expects completion of the project no later than September 30, 2024. Staff has requested no work be completed during the Liberty Community Center summer season from May 24, 2024, through September 2, 2024.

Staff recommends the approval of this contract in an amount not to exceed \$58,455.00 to be funded by the 2024 Park Sales Tax Fund.

Previous Action (if applicable):

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: March 13, 2024
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
X Other: Park Board	Completed/Recommended: March 14, 2024

Financial Considerations:

X	Budgeted:	Line Item: 54.60.415.36.7402	Amount: \$58,455.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance - LCC Concrete Replacement
2. Contract - McConnell & Associates Signed Signature Pages

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH MCCONNELL AND ASSOCIATES
FOR CONCRETE REPLACEMENT AND DRAINAGE REPAIRS AT THE LIBERTY
COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED \$58,455.00

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 McConnell & Associates, 1225 Iron Street, North Kansas City, MO 64116, in an amount not to exceed FIFTY-EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE DOLLARS AND 00/100 (\$58,455.00), funded through the 2024 Park Sales Tax Fund for concrete replacement and drainage repairs the Liberty Community Center, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the 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 CONCTRETE REPLACEMENT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 25th day of March, 2024, between MCCONNELL & ASSOCIATES, an entity organized and existing under the laws of the State of MISSOURI, with its principal office located at 1225 Iron Street, North Kanas City, MO 64116, hereafter referred to as the Contractor, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

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

This contract approved on **March 25, 2024** and is effective as of **March 25, 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 the attached proposal 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

This agreement is for maintenance including removal of existing concrete, drainage repairs, and concrete replacement at the Liberty Community Center as indicated scope of work base bid and alternate concrete sidewalk replacement (North Side). Upon approval by City Council, work may commence and completed no later than September 30, 2024. Work shall not be done during the Liberty Community Center summer season May 24, 2024 through September 2, 2024.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work for this project as described in the proposal including the base bid and alternate concrete sidewalk replacement (North Side) bid for a not-to-exceed amount of \$58,455.00.

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

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work within thirty (30) days of receipt of verified invoices. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineers' estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

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

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V
INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

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

ARTICLE VII RESPONSIBILITIES

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

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

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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

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

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

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

FORCE MAJEURE

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

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials (1 year), equipment furnished, and work performed for a period of one (1) year 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

The Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by the contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Contract. The Contractor shall also require all subcontractors under the Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to the Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to the City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon the City's receipt of notification from MoDOLIR of violations of 292.675 by the Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from the Contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

ARTICLE XI AFFIDAVIT OF WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting the attached AFFIDAVIT OF WORK AUTHORIZATION, and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consist of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XII
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

***Note:** Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars (\$100,000.00) or (2) Contractor employees fewer than ten (10) employees.*

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting “to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.”

For a definition of the term “boycott”, please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor’s rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

CONTRACTOR

By: _____

[signature]

JARED DAKIN

Print Name

Its: SENIOR PM - McCONNELL + ASSOCIATES

ARTICLE XIII INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the General Terms and Conditions Appendix B.

ARTICLE XIV PAYMENT BOND

The Contractor shall be required within **14 days** of the effective date of this agreement shall furnish a Payment Bond, with a good and sufficient surety authorized to do business in the State of Missouri, each in the full amount of the proposal submitted, and substantially in the form provided in Exhibit B. The Payment Bond furnished shall meet all requirements of Section 107.170 R.S.Mo., as amended, and shall guarantee the payment of any and all materials, incorporated, consumed, or used in connection with the construction of such Work, and all insurance premiums, both for compensation and for all other kinds of insurance, and for all labor performed in such Work whether by subcontractor or otherwise, including payment of prevailing wage requirements of the State of Missouri.

ARTICLE XV CONTRACT DOCUMENTS

The documents listed in below are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed below. The Contract Documents may only be amended, modified, or supplemented as provided in the General Terms and Conditions Appendix B.

- This Agreement
- Scope of Work (Appendix A)
- General Terms and Conditions (Appendix B)
- Federal Work Authorization Affidavit (Appendix C)
- Exhibits to this Agreement (enumerated as follows):
 - Contractor's Proposal (Exhibit A)
 - Payment Bond (Exhibit B)

ARTICLE XVI
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.

OWNER: **City of Liberty, Missouri**

CONTRACTOR: **McConnell & Associates, Inc.**

By: Greg Canuteson

By: JARED DAKIN

Title: Mayor

Title: SENIOR PROJECT MANAGER
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Sarah Ranes

Attest: [Signature]

Title: Deputy City Clerk

Title: PROJECT MANAGER

Address for giving notices:
City of Liberty, MO - Parks & Rec
Department

Address for giving notices:

1600 S. Withers Rd.

1225 IRON STREET
NORTH KANSAS CITY, MO 64116

Liberty, MO 64068

Liberty
Business
License No.: LIC-08-23-0068

Scope of Work

(See Attached)

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 Cemetery Sexton or his authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The Cemetery Sexton will designate his authorized representatives in writing. Both the City and the Contractor must approve any changes to the contract in writing.

B. *Contract Award*

Award of this contract is anticipated in March, with final work completed by the time specified under Article II, Time of Commencement and Completion.

C. *Contract Type*

The City is a municipality and the City and the Contractor acknowledge and agree that this agreement constitutes a "Public Works Contract" as defined in Section 34.058 R.S.Mo. Notwithstanding anything else herein to the contrary, the City and the Contractor agree that the provisions contained in this contract are subject to and superseded by the provisions of Section 34.058 R.S.Mo. The City and the Contractor both agree to conform to the legal requirements set forth in Section 34.057 R.S.Mo., which requirements shall supersede any provisions herein to the contrary.

D. *Changes.*

No change in this Agreement shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and the Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and the Contractor shall be compensated the reasonable value of such Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

E. *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 by the Contractor, its agents, representatives, employees or subcontractors. The City of Liberty shall be included as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date. Nothing in this requirement is or shall be deemed a waiver of the City's sovereign immunity.

1. Comprehensive General Liability:

- Minimum Limits - \$2,000,000 per occurrence and \$3,370,137 aggregate

2. Comprehensive Automobile Liability:
 - Minimum \$3,370,137 combined 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

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 will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

G. 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.

H. 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.

I. Cancellation

The City 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.

J. Contractual Disputes

The Contractor shall give written notice to the City 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 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.

The City's 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.

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and venue for any dispute shall be within the State of Missouri.

K. 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.

L. 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.

M. Drug/Crime Free Work Place

The Contractor 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 Contractor 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.

N. Inspection

At the conclusion of the work, the Contractor shall demonstrate to the Cemetery Sexton or their authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City.

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, 64068.

Q. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. *Nondisclosure.*

The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Federal Work Authorization Affidavit

STATE OF MISSOURI

COUNTY OF CLAY

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

1. My name is JARED DAKIN and I am currently the SENIOR PROJECT MANAGER (Title) of McCONNELL & ASSOCIATES hereinafter "Contractor", whose business address is 1225 IRON STREET, NORTH KANSAS CITY, MO 64116, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Liberty: **Project PK24-11, Liberty Community Center Concrete Replacement.**

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

Further, Affiant saith not.


(SIGNATURE)

JARED DAKIN
[printed name], Affiant

Subscribed and sworn to before me this 12 day of March, 2024


Notary Public State of Missouri

My Commission Expires: 10/27/25
Commissioned in Clay County
Commission #: 13777096



PLEASE NOTE:

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

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



Company ID Number: 211908

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **McConnell & Associates Corp.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 211908

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **McConnell & Associates Corp.**

Doug L Morgan

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/07/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/07/2009

Date

Exhibit B

Payment Bond

CONTRACTOR (name and address):

McConnell and Associates Corp.
1225 Iron Street
North Kansas City, MO 64116

SURETY (name and address of principal place of business):

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, Connecticut 64155

OWNER (name and address): City of Liberty, MO 101 E. Kansas Street, Liberty, MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement: March 25, 2024

Amount: Fifty Eight Thousand Four Hundred Fifty Five and no/100 Dollars (\$58,455.00)

Description (name and location): Liberty Community Center Concrete Replacement
1600 S Withers Road, Liberty, MO 64068

BOND

Bond Number: 37BCSJ0312

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): March 25, 2024

Amount: Fifty Eight Thousand Four Hundred Fifty Five and no/100 Dollars (\$58,455.00)

Modifications to this Bond For ☐ Not ☒ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

McConnell and Associates Corp. (seal)

Contractor's Name and Corporate Seal

By: 
Signature

CHRIS HANSON
Print Name

V.P.
Title

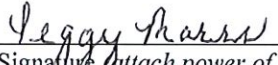
Attest: 
Signature

Witness
Title

SURETY

Hartford Fire Insurance Company (seal)

Surety's Name and Corporate Seal

By: 
Signature (attach power of attorney)

Peggy Marrs
Print Name

Attorney-in-fact
Title

Attest: 
Signature

Witness
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: G M PETERS AGENCY

Agency Code: 37-284632

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Trevor Baldwin, Travis Barker, Shane Davolt, Nicollette Hartley, Peggy Marrs, Bridgett McQuerrey of KANSAS CITY, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 25, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.
19. Modifications to this Bond are as follows:



PROPOSAL

Bid ID Number:53617

Date:2/6/2024

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Submitted To:

City of Liberty Parks & Rec
1600 S Withers Road
Liberty, MO 64068

PHONE: (816) 439-4400

FAX:

CONTACT: Tyler Bedell

Job Proposed:

Liberty Community Center Concrete 20
1600 S Withers Road
Liberty, MO 64068

Description	Quantity	Units	Net Price
CONCRETE SIDEWALK REPLACEMENT: Demo and haul off the existing sidewalk and replace with new 4" concrete sidewalk. The concrete will be 4k mix and #4 rebar on 2' centers for reinforcement. Clear cure will be applied to the new concrete surface.	2833	SF	\$42,225.00
CONCRETE CURB REPLACEMENT: Demo and haul the failed concrete curb and replace with new concrete curb. The concrete will be 4k mix and will have (2) #4 rebar running continuous for reinforcement. Clear cure will be applied to the new concrete surface	32	LF	\$3,200.00
NEW RAMP INSTALLATION: Form and pour parallel ADA ramp at South sidewalk entrance. Ramp will be 12ft x 6ft.	72	SF	\$1,440.00
DRAIN PIPE REPAIRS: Remove and replace underground drain pipe (corrugated HDPE) as necessary (up to 200ft). Fittings to be provided as needed. Excludes replacement of area inlet in concrete area. New drain line will be installed in same layout as existing. **This is a budgetary number, as the extent of replacement necessary is unknown until excavation occurs. Quantity and cost are subject to change based on discovery.			\$3,000.00
CURBED PLANTER BED: Form and pour 5ft diameter circular planter bed with 6" curb. Fill interior with topsoil after installation.	1	LS	\$1,600.00
REMOVABLE BOLLARD: Provide and install removable locking steel bollard painted to match existing light pedestals. Sleeve will be cast in place. Padlock to be provided by owner.	1	EA	\$1,500.00
ALTERNATE - CONCRETE SIDEWALK REPLACEMENT (AT BIKE RACKS): Demo and haul off the existing sidewalk and replace with new 4" concrete sidewalk. The concrete will be 4k mix and #4 rebar on 2' centers for reinforcement. Clear cure will be applied to the new concrete surface.	880	SF	\$13,200.00
ALTERNATE - NEW BIKE RACKS: Dispose of existing steel bike racks and replace with (4) new "wave" style bike racks to match existing. New racks will be 1-7/8" OD 11-gauge round steel tubing with black powder coated finish.			\$3,000.00



PROPOSAL

Bid ID Number:53617

Date:2/6/2024

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Submitted To: City of Liberty Parks & Rec 1600 S Withers Road Liberty, MO 64068 PHONE: (816) 439-4400 FAX: CONTACT: Tyler Bedell	Job Proposed: Liberty Community Center Concrete 20 1600 S Withers Road Liberty, MO 64068
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Description	Quantity	Units	Net Price
ALTERNATE - CONCRETE SIDEWALK REPLACEMENT (NORTH SIDE): Demo and haul off the existing sidewalk and replace with new 4" concrete sidewalk. The concrete will be 4k mix and #4 rebar on 2' centers for reinforcement. Clear cure will be applied to the new concrete surface.	366	SF	\$5,490.00

EXCLUSIONS:

- *Bonds, Permits and Testing.
- *Utility relocation including sprinkler repair.
- *Seeding or sodding.
- *Any items not listed above.

Note: Although all precautions(reinforcement, control joints and approved mix designs) are taken to ensure a crack free product, there is no expressed or written warranty covering hairline shrinkage cracks along with spalling concrete due to the use of salts & de-icers.

The property owner or owners agent is responsible for having vehicles removed from the work area prior to 7:00am and on; notification of trades, tenants, etc.; towing of vehicles is the responsibility of the above mentioned. If the crew must return to the site in order to complete the job, a trip charge will be billed.

ADDITIONAL EXCLUSIONS:

- Benches
- Drain Basins
- Colored Concrete

Total \$74,655.00

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT 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.

Jared Dakin

PAYMENT AND COLLECTION

PAYMENT IS DUE UPON RECEIPT OF COMPANY'S INVOICE. IF COMPANY PROVIDES THIS AGREEMENT/PROPOSAL/BID TO AN ATTORNEY FOR ENFORCEMENT OF ITS TERMS, INCLUDING BUT NOT LIMITED TO COLLECTION OF AMOUNTS DUE, YOU AGREE TO PAY ALL EXPENSES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, EXPERT FEES, COURT COSTS, SERVICE FEES, AND ANY OTHER EXPENSE ASSOCIATED WITH COLLECTION. IN THE EVENT ALL SUMS ARE NOT PAID WHEN DUE, ALL UNPAID SUMS SHALL BEAR INTEREST AT THE (18%) PER ANNUM UNTIL PAID IN FULL.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory, and are hereby accepted.

Signature: _____

Name & Title (Please Print): _____

Date Accepted: _____

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

Liberty Community Center





CITY COUNCIL ACTION REPORT

Meeting Date: March 25, 2024

A/R No.: 2024-462

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE ACCEPTING PUBLIC SANITARY SEWER MAIN EASEMENT, PUBLIC WATER MAIN EASEMENT, STORM DRAINAGE FACILITY EASEMENT, EASEMENT FOR BMP'S AND TWO RIGHT OF WAY DEEDS FOR PEDESTRIAN ACCESS FROM SOUTH WITHERS ROAD DEVELOPMENT, L.L.C.

Summary:

- Public Sanitary Sewer Main Easement is required for a public sanitary sewer main extension
- Public Water Main Easement is required for a public water main extension
- Easement for Storm Drainage Facilities is required to ensure the continued maintenance of Storm Drainage Facilities
- Easement for Storm Water Best Management Practices is required to ensure the continued maintenance of Storm Water Best Management Practices
- Public Right-of-Way is required for pedestrian access.

Background:

To facilitate the approval and construction of the Homestead Hills 2nd residential development, a public sanitary sewer main extension, public water main extension, pedestrian paths, storm sewer and storm management facilities are required. The public sanitary sewer and water main extensions require easements. The storm sewer and storm management facilities require easements. The pedestrian paths require dedication of public Right-of-Way.

South Withers Road Development, L.L.C. has dedicated the following:

- Public Sanitary Sewer Main Easement;
- Public Water Main Easement;
- Easement for Storm Drainage Facilities;
- Easement for Best Management Practices;
- Two Right-of-Way deeds for pedestrian access in order to facilitate the construction of the required extensions and improvements.

The easements and Right-of-Way have been obtained at no cost to the City of Liberty.

Staff recommends acceptance of an easement for Public Sanitary Sewer Main, Easement for Public Water Main, Easement for Storm Drainage Facilities, Easement for BMP's and two Right-of-Way Deeds for pedestrian access from South Withers Road Development, L.L.C.

Previous Action (if applicable):

NA

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:

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

Attachments:

1. Ord to Accept Easements and ROW from S Withers Road Development, LLC
2. Easement for Public Sanitary Sewer Main
3. Easement for Public Water Mains
4. Easement for Storm Drainage Facilities
5. Easements for BMP's
6. ROW Deed for Ped Access 1
7. ROW Deed for Ped Access 2

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING PUBLIC SANITARY SEWER MAIN EASEMENT, PUBLIC WATER MAIN EASEMENT, STORM DRAINAGE FACILITY EASEMENT, EASEMENT FOR BMP'S AND TWO RIGHT OF WAY DEEDS FOR PEDESTRIAN ACCESS FROM SOUTH WITHERS ROAD DEVELOPMENT, L.L.C.

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 South Withers Road Development, L.L.C., a Delaware limited liability company, (1) Public Sanitary Sewer Main Easement, (1) Public Water Main Easement, (1) Storm Drainage Facility Easement, (1) Easement for BMP's and (2) Right-of-Way deeds for pedestrian access. Copies of said easements and right-of-way deeds are 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

EASEMENT FOR PUBLIC SANITARY SEWER MAINS

SEC _____ T _____ N R _____ W Corporation

THIS AGREEMENT, made this ____ day of _____ 2023, by and between: SOUTH WITHERS ROAD DEVELOPMENT, LLC, a Delaware limited liability company, hereinafter called the GRANTOR, and THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, MISSOURI, a municipal corporation in the County of Clay and State of Missouri, party of the second part, hereinafter called GRANTEE, GRANTEE'S mailing address being 101 E. Kansas Street, 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 unto GRANTEE, a 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 following described tract of land laying, being and situated in said City of Liberty, Clay County, Missouri, to-wit:

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, lying 7.50 feet each side of the following described Centerline: Commencing at the Southeast corner of the Southwest Quarter of said Section 24; thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 590.25 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 987.44 feet to the Point of Beginning of the Centerline herein to be described; thence North 03 degrees 56 minutes 01 seconds East, a distance of 348.00 feet; thence North 07 degrees 25 minutes 37 seconds East a distance of 318.55 feet to the Point of Termination. (The "Sewer Easement")

Such Sewer Easement is demonstrated by survey attached hereto and incorporated herein as Exhibit A. The Sewer Easement is visually depicted on the attached Exhibit B which is incorporated herein.

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. Said Sewer Easement will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, curbs, any currently existing building structures, street lights, signs, landscaping, other 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 including, but not limited to, underground sleeves or conduit or casings benefitting GRANTOR and the extension of utilities or services to GRANTOR's property) 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 except as may be consented to by GRANTEE which consent shall not be unreasonably withheld.

2. 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.

3. 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, that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder, and that GRANTOR will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

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 Sewer Easement that GRANTEE and GRANTEE's agents and other such parties who assist with the construction, maintenance or use of the Sewer Easement 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 Sewer Easement a policy of comprehensive general liability insurance listing Grantor 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 GRANTOR naming GRANTOR as a certificate holder and loss payee, which certificate shall provide that GRANTOR shall receive at least 30 days prior written notice of cancellation or nonrenewal of such insurance.

GRANTEE and/or GRANTEE's Agents are solely responsible for all costs associated with the any work done in the Sewer Easement 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 Sewer Easement and GRANTEE shall hold GRANTOR harmless from any mechanic's liens filed on or against GRANTOR's property and/or the Sewer Easement 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.

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.

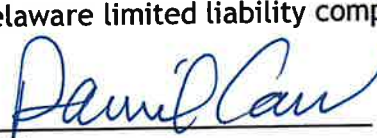
GRANTEE accepts the Sewer Easement and all aspects thereof in "as is" "where is" condition and "with all faults" including, but not limited to both latent and patent defects.

Notwithstanding anything to the contrary herein, GRANTEE shall only access the Sewer Easement from the public road and not across any contiguous land owned by GRANTOR, its successors or assigns. There is no secondary easement or implied easement to access the Sewer Easement across the GRANTOR's adjoining property. Furthermore, GRANTEE's rights herein are restricted to the area legally described above and visually depicted on Exhibits A and B.

IN WITNESS WHEREOF, the GRANTOR does hereunto set hand and seal the day and year first above written.

GRANTOR:

SOUTH WITHERS ROAD DEVELOPMENT, LLC
A Delaware limited liability company

By: 

Daniel Carr, Manager

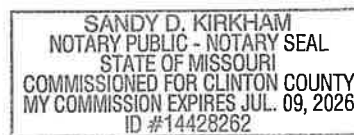
STATE OF MISSOURI)
)SS
COUNTY OF CLAY)

On this 27th day of November, 2023 before me, personally Daniel Carr, to me personally known, and who being by me duly sworn, did say that he is the manager of South Withers Road Development, LLC, and that the instrument was signed in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Le Berry Missouri, the day and year last above written.

Sandy D. Kirkham
Notary Public in and for said County and State

My term expires July 9 2026



PLAT OF DESCRIPTION

Prepared By:

AYLETT SURVEY & ENGINEERING COMPANY

LAND SURVEYING ~ LAND PLANNING ~ CIVIL ENGINEERING

201 NW 72ND STREET ~ GLADSTONE, MISSOURI 64118

Phone: 436-0732 ~ Fax: 436-0767

Point of Termination

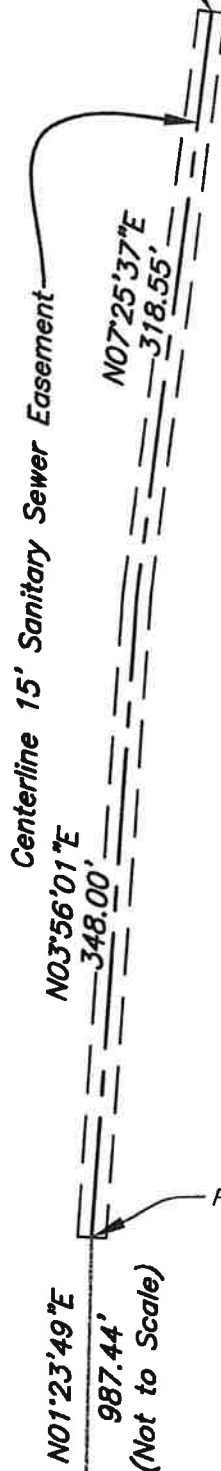
ORDERED BY: Joe Duffey

JOB NO.: 54135

DESCRIPTION:

DATE: 03/13/2021

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, lying 7.50 feet each side of the following described Centerline: Commencing at the Southeast corner of the Southwest Quarter of said Section 24; thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 590.25 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 987.44 feet to the Point of Beginning of the Centerline herein to be described; thence North 03 degrees 56 minutes 01 seconds East, a distance of 348.00 feet; thence North 07 degrees 25 minutes 37 seconds East a distance of 318.55 feet to the Point of Termination.



SCALE: 1" = 100'



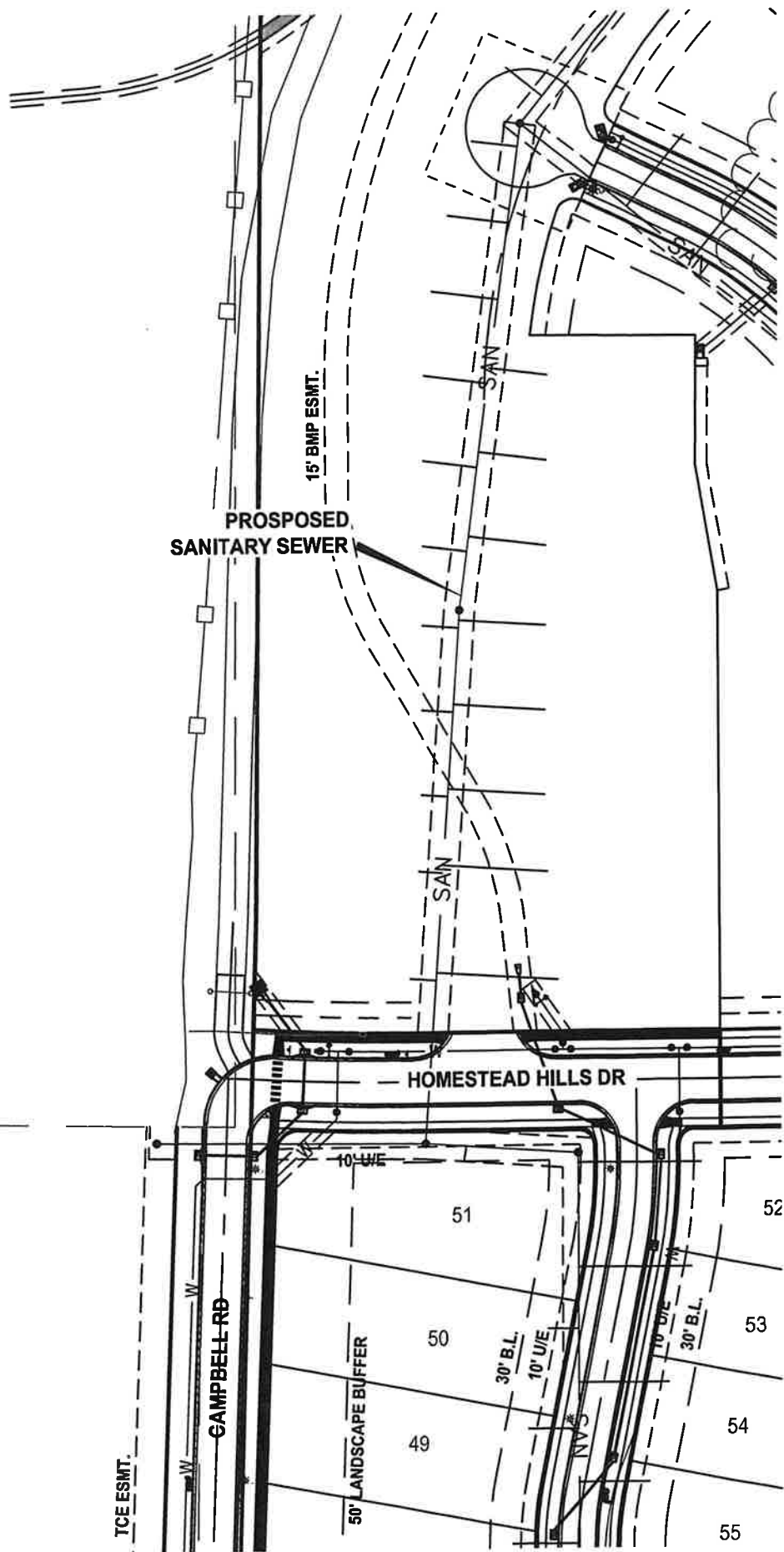
N88°36'11"W South line of the Southwest
590.25' Quarter Section 24-51-32

Point of Commencement
Southeast Corner of the
Southwest Quarter of
Section 24-51-32

Not to Scale 54135pdb.dwg(ZAB)

tabbies

EXHIBIT
B



EASEMENT FOR PUBLIC WATER MAINS

Corporation
SEC _____ T _____ N R _____ W

THIS AGREEMENT, made this ____ day of _____ 2023, by and between: SOUTH WITHERS ROAD DEVELOPMENT, LLC, a Delaware limited liability company, hereinafter called the **GRANTOR**, and THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, MISSOURI, a municipal corporation in the County of Clay and State of Missouri, party of the second part, hereinafter called **GRANTEE**, **GRANTEE'S** mailing address being 101 E. Kansas Street, 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 unto GRANTEE, a permanent easement and right-of-way to locate, construct, reconstruct, maintain, remove, operate, replace and repair a public water main and any and all appurtenances incident thereto over, upon, under and through the following described tract of land lying, being and situated in said City of Liberty, Clay County, Missouri, to-wit:

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 24 thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 497.44 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 1067.29 feet to the Point of Beginning of the Tract of land herein to be described; thence South 89 degrees 54 minutes 38 seconds West, a distance of 12.13 feet; thence North 34 degrees 31 minutes 48 seconds West, a distance of 33.46 feet; thence North 55 degrees 28 minutes 12 seconds East, a distance of 10.00 feet; thence South 34 degrees 31 minutes 48 seconds East, a distance of 40.31 feet to the Point of Beginning. (The "Water Easement")

Such Water Easement is demonstrated by survey attached hereto and incorporated herein as Exhibit A. The Water Easement is visually depicted on the attached Exhibit B which is

incorporated herein.

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. Said Water Easement will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, curbs, street lights, signs, landscaping, other 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 including, but not limited to, underground sleeves or conduit or casings benefitting GRANTOR and the extension of utilities or services to GRANTOR's property) which will interfere with the GRANTEE in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing, and maintaining such water mains 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 water mains and appurtenances except as may be consented to by GRANTEE which consent shall not be unreasonably withheld.

2. 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 water mains and all appurtenances incidental thereto.

3. 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, that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder, and that GRANTOR will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

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 Water Easement that GRANTEE and GRANTEE's agents and other such parties who assist with the construction, maintenance or use of the Water Easement 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 Water Easement a policy of comprehensive general liability insurance listing GRANTOR 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 GRANTOR naming GRANTOR as a certificate holder and loss payee,

which certificate shall provide that GRANTOR shall receive at least 30 days prior written notice of cancellation or nonrenewal of such insurance.

GRANTEE and/or GRANTEE's Agents are solely responsible for all costs associated with the any work done in the Water Easement 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 Water Easement and GRANTEE shall hold GRANTOR harmless from any mechanic's liens filed on or against GRANTOR's property and/or the Water Easement 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.

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.

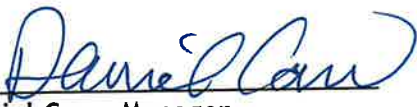
GRANTEE accepts the Water Easement and all aspects thereof in "as is" "where is" condition and "with all faults" including, but not limited to both latent and patent defects.

Notwithstanding anything to the contrary herein, GRANTEE shall only access the Water Easement from the public road and not across any contiguous land owned by GRANTOR, its successors or assigns. There is no secondary easement or implied easement to access the Water Easement across the GRANTOR's adjoining property. Furthermore, GRANTEE's rights herein are restricted to the area legally described above and visually depicted on Exhibits A and B.

IN WITNESS WHEREOF, the GRANTOR does hereunto set its hand the day and year first above written.

GRANTOR:

SOUTH WITHERS ROAD DEVELOPMENT, LLC
A Delaware limited liability company

By: 
Daniel Carr, Manager

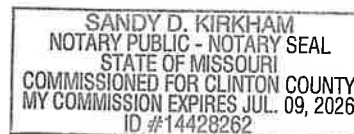
STATE OF MISSOURI)
)SS
COUNTY OF CLAY)

On this 21st day of November, 2023 before me, personally Daniel Carr, to me personally known, and who being by me duly sworn, did say that he is the manager of South Withers Road Development, LLC, and that the instrument was signed in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty Missouri, the day and year last above written.

Sandy D. Kirkham
Notary Public in and for said County and State

My term expires July 9 2024



PLAT OF DESCRIPTION

Prepared By:

AYLETT SURVEY & ENGINEERING COMPANY

LAND SURVEYING ~ LAND PLANNING ~ CIVIL ENGINEERING

201 NW 72ND STREET ~ GLADSTONE, MISSOURI 64118

Phone: 436-0732 ~ Fax: 436-0767

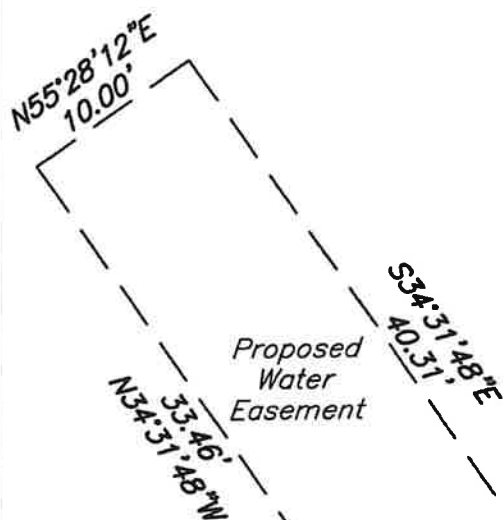
ORDERED BY: Joe Duffey

JOB NO.: 54135

DESCRIPTION:

DATE: 02/11/2022

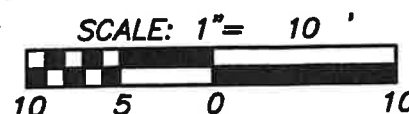
All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 24 thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 497.44 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 1062.29 feet to the Point of Beginning of the Tract of land herein to be described; thence South 89 degrees 54 minutes 38 seconds West, a distance of 12.13 feet; thence North 34 degrees 31 minutes 48 seconds West, a distance of 33.46 feet; thence North 55 degrees 28 minutes 12 seconds East, a distance of 10.00 feet; thence South 34 degrees 31 minutes 48 seconds East, a distance of 40.31 feet to the Point of Beginning.



Proposed
Water
Easement

12.13'
S89°54'38"W

Point of Beginning

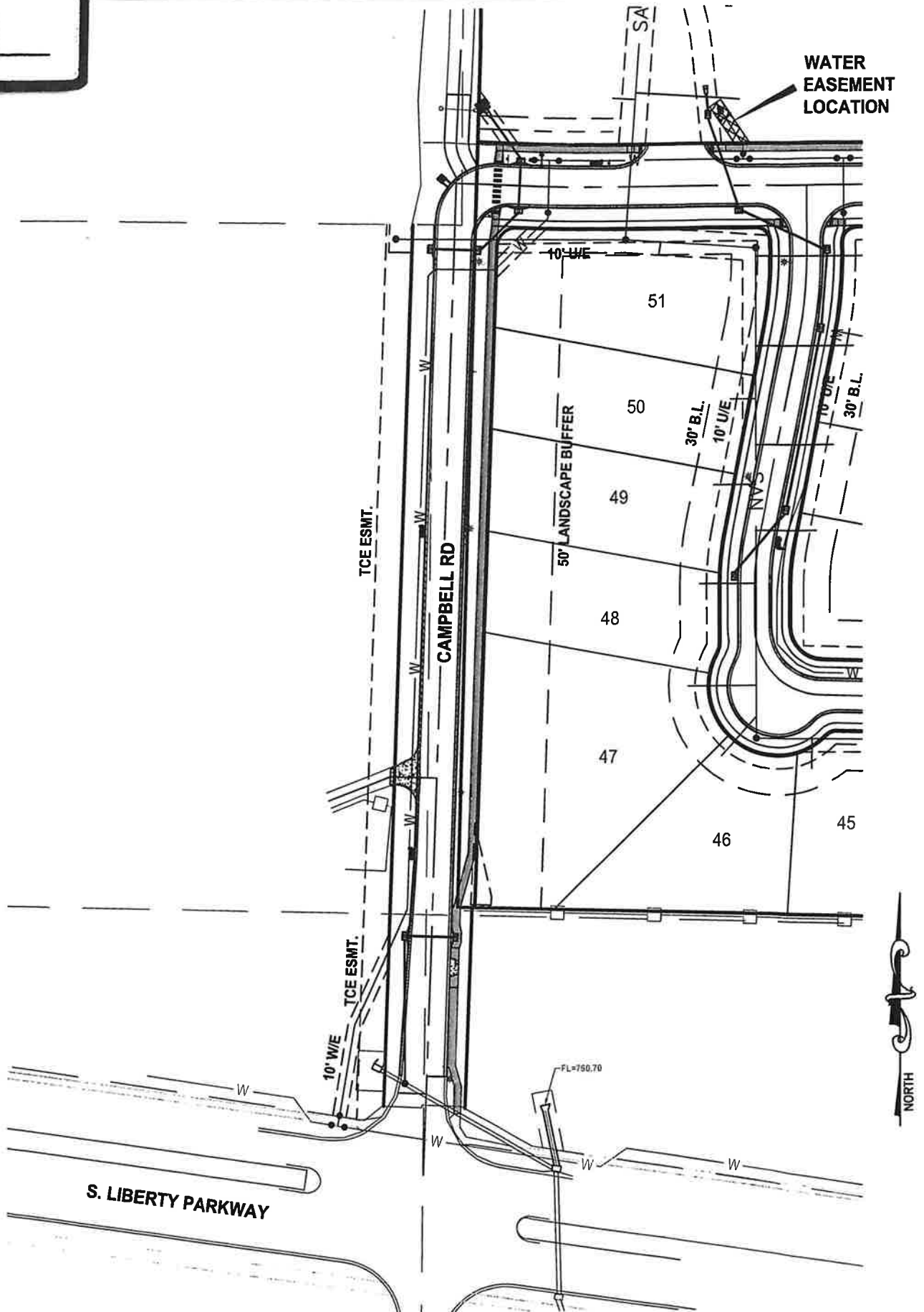


Point of Commencement Southeast
Corner of the Southwest Quarter of
Section 24-51-32

N88°36'11"W 497.44'

South line of the Southwest
Quarter Section 24-51-32

Not to Scale
54135pdb.dwg(ZAB)



EASEMENT FOR STORM DRAINAGE FACILITIES

CORPORATION
SEC ____ T ____ N R ____ W

THIS AGREEMENT, made this ____ day of _____ 2023, by and between: SOUTH WITHERS ROAD DEVELOPMENT, LLC, a Delaware limited liability company, hereinafter called the GRANTOR, and THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, MISSOURI, a municipal corporation in the County of Clay and State of Missouri, party of the second part, hereinafter called GRANTEE, GRANTEE'S mailing address being 101 E. Kansas Street, Liberty, MO 64068.

WITNESSETH, that the GRANTOR, for and in consideration of \$1.00 and other valuable consideration received, does hereby grant without warranty unto the GRANTEE, a permanent easement and license to locate, construct, reconstruct, maintain, remove, operate, replace and repair, and to authorize the location, construction, reconstruction, maintenance, removal, operation, replacement and repair any and all appurtenances incident thereto over, upon, under and through the following described tract of land lying, being and situated in said City of Liberty, Clay County, Missouri, to wit:

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 24 thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 685.44 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 1059.79 feet to the Point of Beginning of the Tract of land herein to be described; thence South 86 degrees 43 minutes 43 seconds East, a distance of 3.78 feet; thence Northeasterly along a curve to the left being tangent to the last described course, having a radius of 1368.00 feet, an arc length of 9.08 feet; thence North 35 degrees 50 minutes 55 seconds West, a distance of 50.43 feet; thence South 01 degrees 33 minutes 12 seconds West, a distance of 16.46 feet; thence South 35 degrees 50 minutes 55 seconds East, a distance of 29.25 feet to the Point of Beginning. (The "Drainage Easement")

Such Drainage Easement is demonstrated by survey attached hereto and incorporated herein as Exhibit A. The Drainage Easement is visually depicted on the attached Exhibit B which is

incorporated herein.

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. Said Drainage Easement will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, curbs, street lights, signs, landscaping, other 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 including, but not limited to, underground sleeves or conduit or casings benefitting GRANTOR and the extension of utilities or services to GRANTOR's property) which will interfere with the GRANTEE in entering upon said land for the purpose of reconstructing, operating, repairing, replacing, and maintaining such storm drainage facilities 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 interfere with or jeopardize or threaten the normal and proper operation and maintenance of such storm drainage facilities and appurtenances except as may be consented to by GRANTEE which consent shall not be unreasonably withheld.

2. The right of GRANTEE, its agents, servants, employees, or independent contractors to go upon said land at any time for the purpose of reconstructing, operating, repairing, or maintaining said storm drainage facilities and all appurtenances incidental thereto.

3. The GRANTEE, its successors and assigns, shall be kept free of all claims for damages on said described area by reason of the rights herein conveyed by GRANTOR, and the GRANTOR does hereby covenant with the GRANTEE that the land above described is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

As 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.

In addition, in exercise of its rights hereunder GRANTEE will ensure that prior to entering onto the Drainage Easement that GRANTEE and GRANTEE's agents and other such parties who assist with the construction, maintenance or use of the Drainage Easement 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 Drainage Easement a policy of comprehensive general liability insurance listing GRANTOR 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 GRANTOR naming GRANTOR as a certificate holder and loss payee, which certificate shall provide that GRANTOR shall receive at least 30 days prior written notice of cancellation or nonrenewal of such insurance.

GRANTEE and/or GRANTEE's Agents are solely responsible for all costs associated with

the any work done in the Drainage Easement 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 Drainage Easement and GRANTEE shall hold GRANTOR harmless from any mechanic's liens filed on or against GRANTOR's property and/or the Drainage Easement 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.

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.

GRANTEE accepts the Drainage Easement and all aspects thereof in "as is" "where is" condition and "with all faults" including, but not limited to both latent and patent defects.

Notwithstanding anything to the contrary herein, GRANTEE shall only access the Drainage Easement from the public road and not across any contiguous land owned by GRANTOR, its successors or assigns. There is no secondary easement or implied easement to access the Drainage Easement across the GRANTOR's adjoining property. Furthermore, GRANTEE's rights herein are restricted to the area legally described above and visually depicted on Exhibits A and B.

IN WITNESS WHEREOF, the GRANTOR does hereunto set its hand the day and year first above written.

GRANTOR:

SOUTH WITHERS ROAD DEVELOPMENT, LLC
A Delaware limited liability company

By: 
Daniel Carr, Manager

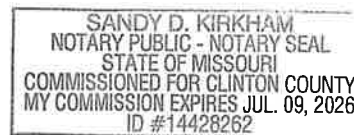
STATE OF MISSOURI)
)SS
COUNTY OF CLAY)

On this 27th day of November, 2023 before me, personally Daniel Carr, to me personally known, and who being by me duly sworn, did say that he is the manager of South Withers Road Development, LLC, and that the instrument was signed in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty Missouri, the day and year last above written.

Sandy D. Kirkham
Notary Public in and for said County and State

My term expires July 9 2026



PLAT OF DESCRIPTION

Prepared By:

AYLETT SURVEY & ENGINEERING COMPANY

LAND SURVEYING ~ LAND PLANNING ~ CIVIL ENGINEERING

201 NW 72ND STREET ~ GLADSTONE, MISSOURI 64118

Phone: 436-0732 ~ Fax: 436-0767

ORDERED BY: Joe Duffey

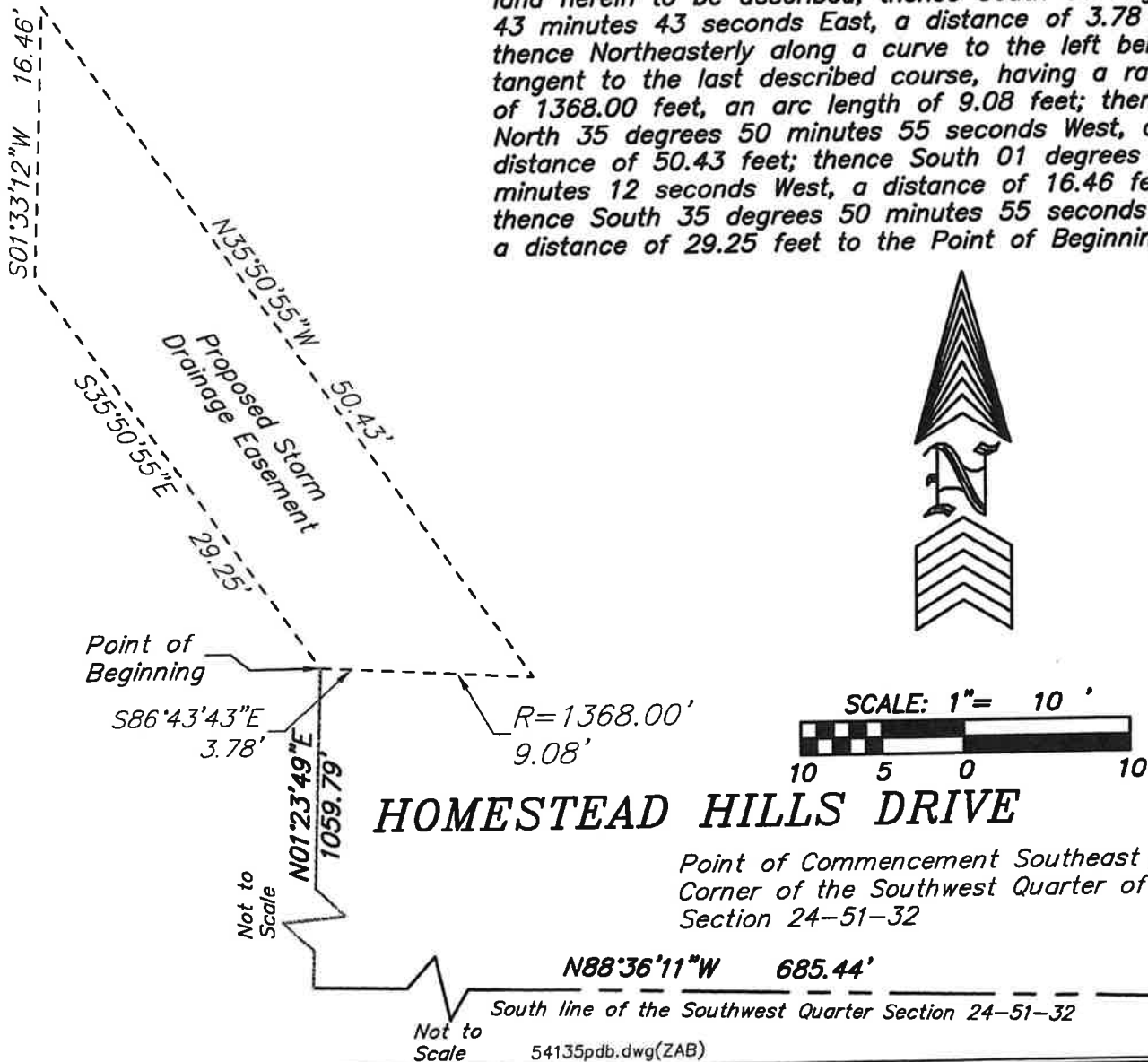
JOB NO.: 54135

DESCRIPTION:

DATE: 10/25/2023

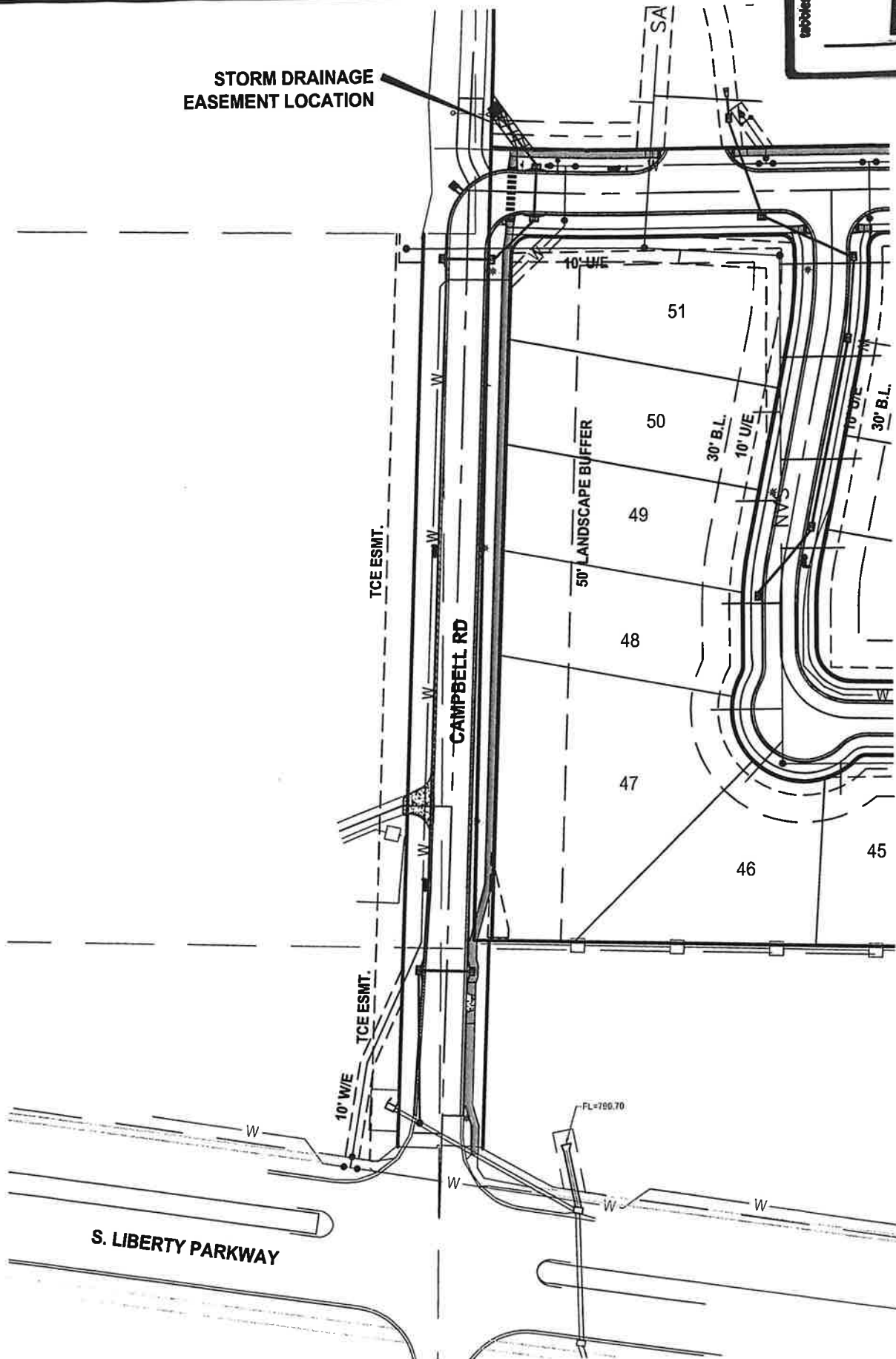


All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 24 thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 685.44 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 1059.79 feet to the Point of Beginning of the Tract of land herein to be described; thence South 86 degrees 43 minutes 43 seconds East, a distance of 3.78 feet; thence Northeasterly along a curve to the left being tangent to the last described course, having a radius of 1368.00 feet, an arc length of 9.08 feet; thence North 35 degrees 50 minutes 55 seconds West, a distance of 50.43 feet; thence South 01 degrees 33 minutes 12 seconds West, a distance of 16.46 feet; thence South 35 degrees 50 minutes 55 seconds East, a distance of 29.25 feet to the Point of Beginning.



54135pdb.dwg(ZAB)

STORM DRAINAGE
EASEMENT LOCATION



EASEMENT FOR BMPs

CORPORATION
SEC ____ T ____ N R ____ W

THIS AGREEMENT, made this ____ day of _____ 2023, by and between: SOUTH WITHERS ROAD DEVELOPMENT, LLC, a Delaware limited liability company, hereinafter called the **GRANTOR**, and THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, MISSOURI, a municipal corporation in the County of Clay and State of Missouri, party of the second part, hereinafter called **GRANTEE**, **GRANTEE'S** mailing address being 101 E. Kansas Street, 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 unto GRANTEE, an easement for the location, construction, reconstruction, maintenance, preservation, operation and repair of Best Management Practices (BMPs) for treatment of storm drainage runoff and any and all improvements and appurtenances incidental thereto over, upon, under and through the following described tracts of land lying, being and situated in said City of Liberty, Clay County, Missouri, to-wit:

BMP EASEMENT 1 - FOR STORM SEWER

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, lying 7.50 feet each side of the following described Centerline: Commencing at the Southeast corner of the Southwest Quarter of said Section 24; thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 527.13 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 1061.32 feet to the Point of Beginning of the Centerline herein to be described; thence North 05 degrees 53 minutes 59 seconds West, a distance of 72.64 feet;

thence Northwesterly along a curve to the left tangent to the last described course, having a radius of 200.00 feet, an arc length of 85.10 feet; thence North 30 degrees 16 minutes 39 seconds West a distance of 118.51 feet; thence Northerly along a curve to the right tangent to the last described course, having a radius of 200.00 feet, an arc length of 105.38 feet; thence North 00 degrees 02 minutes 33 seconds East a distance of 73.67 feet; thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 500.00 feet, an arc length of 479.66 feet; thence North 55 degrees 00 minutes 26 seconds East a distance of 20.18 feet; to the Point of Termination.

Such storm sewer is demonstrated by survey attached hereto and incorporated herein as Exhibit A.1. The storm sewer is visually depicted on the attached Exhibit A.2 which is incorporated herein.

BMP EASEMENT 2 - FOR DETENTION BASIN

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, described as follows: Commencing at the Northeast corner of the Southwest Quarter of said Section 24 thence North 88 degrees 49 minutes 30 seconds West; along the North line of the Southwest Quarter of said Section 24, a distance of 203.55 feet; thence South 01 degrees 10 minutes 30 seconds West, a distance of 373.97 feet to the Point of Beginning of the Tract of land herein to be described; thence South 85 degrees 26 minutes 48 seconds East, a distance of 150.59 feet; thence South 40 degrees 14 minutes 40 seconds East, a distance of 61.63 feet; thence South 89 degrees 23 minutes 05 seconds East, a distance of 74.53 feet; thence South 00 degrees 36 minutes 55 seconds West, a distance of 10.00 feet; thence North 89 degrees 23 minutes 05 seconds West a distance of 65.88 feet; thence South 40 degrees 14 minutes 40 seconds East, a distance of 10.07 feet; thence South 54 degrees 54 minutes 09 seconds West, a distance of 469.06 feet; thence North 35 degrees 05 minutes 51 seconds West, a distance of 78.35 feet; thence North 38 degrees 24 minutes 14 seconds East, a distance of 360.33 feet to the Point of Beginning.

Such detention basin is demonstrated by survey attached hereto and incorporated herein as Exhibit B.1. The detention basin is visually depicted on the attached Exhibit B.2 which is incorporated herein. (the storm sewer and detention basin, collectively, the "easement")

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, on the following conditions:

1. GRANTOR may fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the operation of or the good working condition of the BMPs of the GRANTOR authorized by the terms of this easement, and;

2. The GRANTOR hereby agrees to be responsible for maintenance, repair and

restoration, if necessary, of the BMPs, vegetation, grades, contouring and slopes within the easement, keep the BMPs in good working condition or repair, and obtain all necessary permits prior to performing any work to restore the land within the easement, and;

3. GRANTOR hereby agrees that GRANTEE is granted the right, but is not obligated, to enter upon the easement to maintain the BMPs and appurtenances if GRANTOR fails to maintain same. GRANTEE may (a) charge the costs for such maintenance against the GRANTOR of the easement; and (b) assess a lien against all of the property owned by GRANTOR and personally against Grantor for the unpaid cost of such maintenance or repair. Unless necessitated by a threat of life and/or safety, GRANTEE shall notify the GRANTOR and/or the then-current owner of the easement not less than ten (10) days before it begins maintenance of the easement.

4. GRANTOR shall promptly protect, relocate, remove or adjust its facilities located with this easement if such actions are required by the GRANTEE for any public improvement or public project and such requirement does not impact or alter any BMPs or appurtenance existing in accordance with the Approved Plan. Such relocation or adjustment shall be performed by the GRANTOR at its sole expense, without expense to the GRANTEE, its employees, agents or authorized contractors.

5. 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, that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder, and that GRANTOR will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

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.

By the granting of this easement, it shall not be construed to prohibit the GRANTOR from developing any adjoining property or from the laying out, establishing and constructing underground storm drainage improvements along, upon, under, over, or across said easement or any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, buildings and any other structures or obstruction, which will interfere with a) the good working condition of the BMPs within the easement, or b) GRANTEE'S ability to enter upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing and maintaining such BMPs and appurtenances.

IN WITNESS WHEREOF, the GRANTOR does hereunto set its hand the day and year first above written.

GRANTOR:

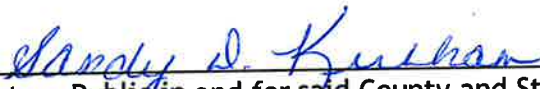
SOUTH WITHERS ROAD DEVELOPMENT, LLC
A Delaware limited liability company

By: 
Daniel Carr, Manager

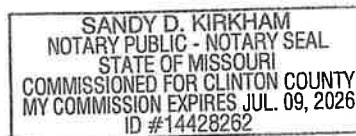
STATE OF MISSOURI)
)SS
COUNTY OF CLAY)

On this 27th day of November, 2023 before me, personally Daniel Carr, to me personally known, and who being by me duly sworn, did say that he is the manager of South Withers Road Development, LLC, and that the instrument was signed in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty Missouri, the day and year last above written.


Notary Public in and for said County and State

My term expires July 9 2024



Point of Termination

EXHIBIT

A.1

PLAT OF DESCRIPTION

Prepared By:

AYLETT SURVEY & ENGINEERING COMPANY

LAND SURVEYING ~ LAND PLANNING ~ CIVIL ENGINEERING

201 NW 72ND STREET ~ GLADSTONE, MISSOURI 64118

Phone: 436-0732 ~ Fax: 436-0767

ORDERED BY: Joe Duffey

JOB NO.: 54135

DESCRIPTION:

DATE: 03/13/2021

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, lying 7.50 feet each side of the following described Centerline: Commencing at the Southeast corner of the Southwest Quarter of said Section 24; thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 527.13 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 1061.32 feet to the Point of Beginning of the Centerline herein to be described; thence North 05 degrees 53 minutes 59 seconds West, a distance of 72.64 feet; thence Northwesterly along a curve to the left tangent to the last described course, having a radius of 200.00 feet, an arc length of 85.10 feet; thence North 30 degrees 16 minutes 39 seconds West a distance of 118.51 feet; thence Northerly along a curve to the right tangent to the last described course, having a radius of 200.00 feet, an arc length of 105.38 feet; thence North 00 degrees 02 minutes 33 seconds East a distance of 73.67 feet; thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 500.00 feet, an arc length of 479.66 feet; thence North 55 degrees 00 minutes 26 seconds East a distance of 20.18 feet; to the Point of Termination.



SCALE: 1" = 100'



Point of Commencement
Southeast Corner of the
Southwest Quarter of
Section 24-51-32

N88°36'11"W South line of the Southwest
527.13' Quarter Section 24-51-32

Not to Scale 54135pdb.dwg(ZAB)

EXHIBIT

A.2

STORM WATER
DETENTION (BMP)
EASEMENT LOCATION

CE ESMT.

CAMPBELL RD.

LANDSCAPE BUFFER

15' BMP ESMT.

HOMESTEAD HILL DRIVE

NORTH

PLAT OF DESCRIPTION

Prepared By:

AYLETT SURVEY & ENGINEERING COMPANY

LAND SURVEYING ~ LAND PLANNING ~ CIVIL ENGINEERING

201 NW 72ND STREET ~ GLADSTONE, MISSOURI 64118

Phone: 436-0732 ~ Fax: 436-0767

ORDERED BY: Joe Duffey

JOB NO.: 54135

DESCRIPTION:

DATE: 03/13/2021

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, described as follows: Commencing at the Northeast corner of the Southwest Quarter of said Section 24 thence North 88 degrees 49 minutes 30 seconds West; along the North line of the Southwest Quarter of said Section 24, a distance of 203.55 feet; thence South 01 degrees 10 minutes 30 seconds West, a distance of 373.97 feet to the Point of Beginning of the Tract of land herein to be described; thence South 85 degrees 26 minutes 48 seconds East, a distance of 150.59 feet; thence South 40 degrees 14 minutes 40 seconds East, a distance of 61.63 feet; thence South 89 degrees 23 minutes 05 seconds East, a distance of 10.00 feet; thence North 89 degrees 23 minutes 05 seconds West a distance of 65.88 feet; thence South 40 degrees 14 minutes 40 seconds East, a distance of 10.07 feet; thence South 54 degrees 54 minutes 09 seconds West, a distance of 469.06 feet; thence North 35 degrees 05 minutes 51 seconds West, a distance of 78.35 feet; thence North 38 degrees 24 minutes 14 seconds East, a distance of 360.33 feet to the Point of Beginning.

North line of the Southwest Quarter Section 24-51-32

N88°49'30"W 203.35'

Point of Commencement
Northeast Corner of the
Southwest Quarter of
Section 24-51-32

S01°10'30"W 373.97'



S89°23'05"E

Point of Beginning 74.53'

S85°26'48"E

150.59'

S40°14'40"E
61.63'

S40°14'40"E
10.07'

S00°36'55"W 10.00'

N89°23'05"W
65.88'

STORM WATER
DETENTION

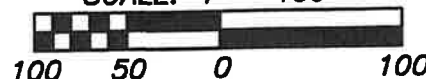
N38°24'14"E
360.33'

S54°54'09"W
469.06'

N35°05'51"W
78.35'



SCALE: 1" = 100'



RIGHT-OF-WAY DEED FOR PEDESTRIAN ACCESS

CORPORATION
SEC ____ T ____ N R ____ W

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this ____ day of _____ 2023, by and between: SOUTH WITHERS ROAD DEVELOPMENT, LLC, a Delaware limited liability company, hereinafter called the GRANTOR, and THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, MISSOURI, a municipal corporation in the County of Clay and State of Missouri, party of the second part, hereinafter called GRANTEE, GRANTEE'S mailing address being 101 E. Kansas Street, Liberty, MO 64068.

WITNESSETH, that the GRANTOR, for and in consideration of \$10.00 and other valuable consideration to it paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does by these presents remise, release, and quit claim unto said GRANTEE, its successors and assigns, a pedestrian RIGHT of WAY over, along, across, and under the following described lots, tracts, or parcels of land lying, being and situated in the County of Clay, and the state of Missouri, to wit:

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, lying 10.00 feet each side of the following described Centerline: Commencing at the Northeast corner of the Southwest Quarter of said Section 24; thence North 88 degrees 49 minutes 30 seconds West, along the North line of said Southwest Quarter, a distance of 184.75 feet; thence South 01 degrees 10 minutes 30 seconds West, a distance of 341.19 feet to the Point of Beginning of the Centerline herein to described; thence South 83 degrees 52 minutes 01 seconds West, a distance of 8.65 feet; thence Southwesterly along a curve to the left tangent to last described course, having a radius of 100.00 feet, an arc length of 88.16 feet; thence South 33 degrees 21 minutes 18 seconds West, a distance of 128.20 feet; thence Southwesterly along a curve to the right tangent to the last described course, having a radius of 500.00 feet, an arc length of 57.24 feet; thence South 40 degrees 01 minutes 55 seconds West, a distance of 87.07 feet; thence Southwesterly along a curve to the right tangent to the last described course, having a radius of 651.70 feet, an arc length of 80.70 feet; thence South 45 degrees 52 minutes 05 seconds West, a distance of 86.11 feet;

thence Southwesterly along a curve to the left tangent to the last described course, having a radius of 497.12 feet, an arc length of 73.40 feet; thence South 35 degrees 25 minutes 56 seconds West, a distance of 41.34 feet; thence Southwesterly along a curve to the right tangent to the last described course, a radius of 250.00 feet, an arc length of 99.40 feet to the Point of Termination. Extents of Easement shall be lengthen or shortened to along the Easterly Right-of-Way line of Campbell Road.

Such Right of Way is demonstrated by survey attached hereto and incorporated herein as Exhibit A. The Right of Way is visually depicted on the attached Exhibit B which is incorporated herein.

The Right of Way Area is visually depicted on the attached Exhibit A which is incorporated herein.

GRANTEE accepts the Right of Way Area and all aspects thereof in "AS IS", "WHERE IS", condition, without warranties, either express or implied, "WITH ALL FAULTS", including, but not limited to both latent and patent defects.

The Right of Way Area is subject to easements, covenants, conditions, restrictions and other matters of record and the rights of others affecting the rights granted herein.

GRANTEE's rights herein are restricted to the area legally described above and visually depicted on Exhibits A and B.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the GRANTEE and to its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR does hereunto set its hand the day and year first above written.

GRANTOR:

SOUTH WITHERS ROAD DEVELOPMENT, LLC
A Delaware limited liability company

By: 
Daniel Carr, Manager

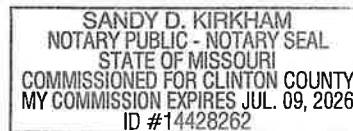
STATE OF MISSOURI)
)SS
COUNTY OF CLAY)

On this 27th day of November, 2023 before me, personally Daniel Carr, to me personally known, and who being by me duly sworn, did say that he is the manager of South Withers Road Development, LLC, and that the instrument was signed in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty Missouri, the day and year last above written.

Sandy D. Kirkham
Notary Public in and for said County and State

My term expires July 9, 2026



Prepared By:
SNYDER & ASSOCIATES
 LAND SURVEYING ~ LAND PLANNING ~ CIVIL ENGINEERING
 201 NW 72ND STREET ~ GLADSTONE, MISSOURI 64118
 Phone: 436-0732 ~ Fax: 436-0767

DESCRIPTION:

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, lying 10.00 feet each side of the following described Centerline: Commencing at the Northeast corner of the Southwest Quarter of said Section 24; thence North 88 degrees 49 minutes 30 seconds West, along the North line of said Southwest Quarter, a distance of 184.75 feet; thence South 01 degrees 10 minutes 30 seconds West, a distance of 341.19 feet to the Point of Beginning of the Centerline herein to described; thence South 83 degrees 52 minutes 01 seconds West, a distance of 8.65 feet; thence Southwesterly along a curve to the left tangent to last described course, having a radius of 100.00 feet, an arc length of 88.16 feet; thence South 33 degrees 21 minutes 18 seconds West, a distance of 128.20 feet; thence Southwesterly along a curve to the right tangent to the last described course, having a radius of 500.00 feet, an arc length of 57.24 feet; thence South 40 degrees 01 minutes 55 seconds West, a distance of 87.07 feet; thence Southwesterly along a curve to the right tangent to the last described course, having a radius of 651.70 feet, an arc length of 80.70 feet; thence South 45 degrees 52 minutes 05 seconds West, a distance of 86.11 feet; thence Southwesterly along a curve to the left tangent to the last described course, having a radius of 497.12 feet, an arc length of 73.40 feet; thence South 35 degrees 25 minutes 56 seconds West, a distance of 41.34 feet; thence Southwesterly along a curve to the right tangent to the last described course, a radius of 250.00 feet, an arc length of 99.40 feet to the Point of Termination. Extents of Easement shall be lengthen or shortened to along the Easterly Right-of-Way line of Campbell Road.

N88°49'30"W
 184.75'

Point of Commencement
 NORTHEAST CORNER OF
 SOUTHWEST QUARTER
 SECTION 24-51-32



SCALE: 1" = 100'

341.19'
 S01°10'30"W

Point of Beginning
 S83°52'01"W
 8.65'
 R=100.00'
 88.16'

S33°21'18"W
 128.20'

R=500.00'
 57.24'

Q 20' PE
 S40°01'55"W
 87.07'

R=651.70'
 80.70'

S43°52'05"W
 86.11'

R=497.12'
 73.40'

S35°25'56"W
 41.34'

R=250.00'
 99.40'

Point of Termination



ORDERED BY: Joe Duffey

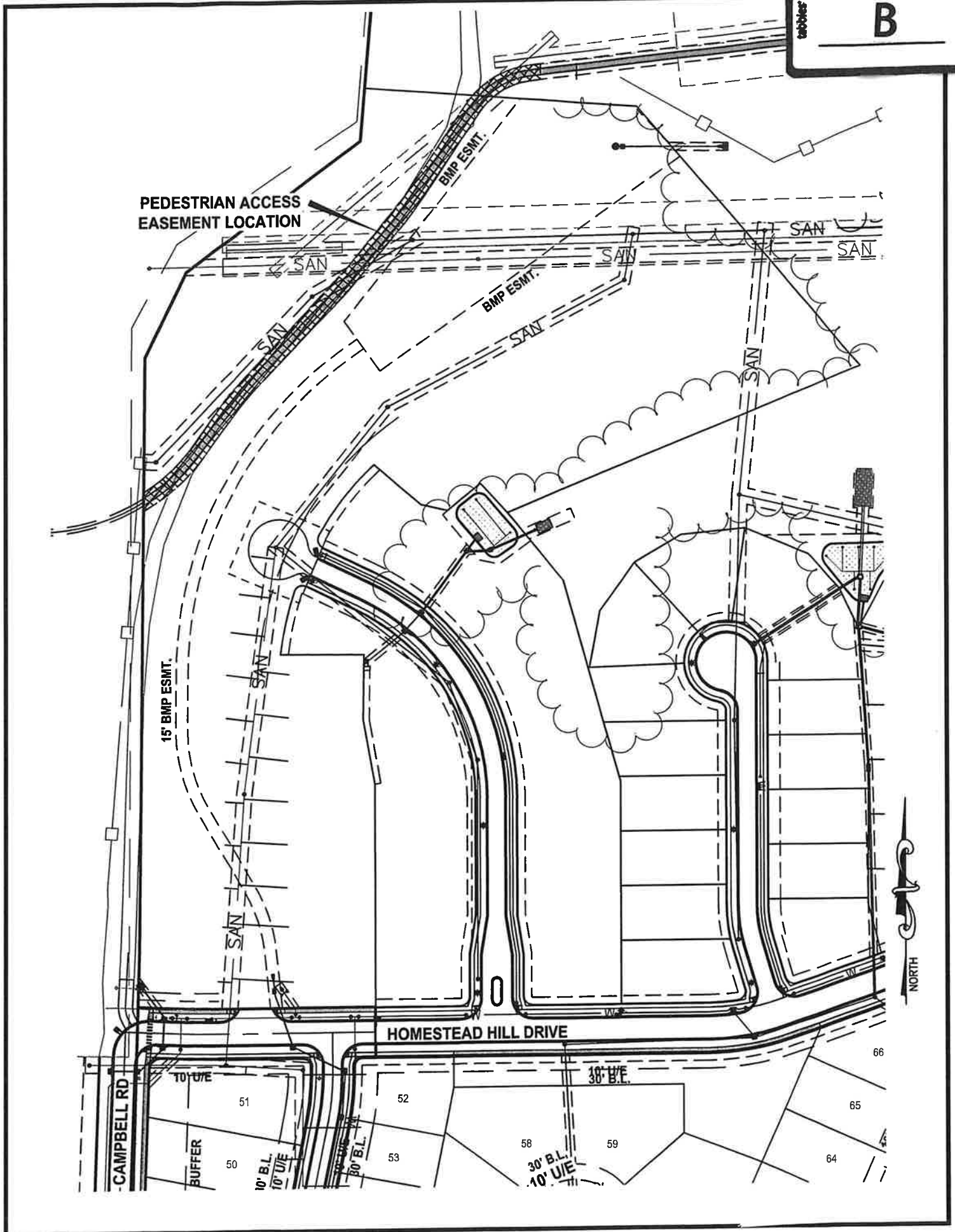
JOB NO.: 54135

DATE: 09/18/2023

PLAT OF DESCRIPTION

54135pdb.dwg(ZAB)

CAMPBELL ROAD



RIGHT-OF-WAY DEED FOR PEDESTRIAN ACCESS

CORPORTION
SEC ____ T ____ N R ____ W

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this ____ day of _____ 2023, by and between: SOUTH WITHERS ROAD DEVELOPMENT, LLC, a Delaware limited liability company, hereinafter called the GRANTOR, and THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, MISSOURI, a municipal corporation in the County of Clay and State of Missouri, party of the second part, hereinafter called GRANTEE, GRANTEE'S mailing address being 101 E. Kansas Street, Liberty, MO 64068.

WITNESSETH, that the GRANTOR, for and in consideration of \$10.00 and other valuable consideration to it paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does by these presents remise, release, and quit claim unto said GRANTEE, its successors and assigns, a pedestrian RIGHT of WAY over, along, across, and under the following described lots, tracts, or parcels of land lying, being and situated in the County of Clay, and the state of Missouri, to wit:

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, lying 10.00 feet each side of the following described Centerline: Commencing at the Northeast corner of the Southwest Quarter of said Section 24; thence North 88 degrees 49 minutes 30 seconds West; along the North line of the Southwest Quarter of said Section 24, a distance of 291.66 feet; to the Point of Beginning of the Centerline herein to be described; thence South 02 degrees 30 minutes 54 seconds East, a distance of 344.72 feet; thence South 41 degrees 10 minutes 53 seconds East a distance of 53.45 feet; to the Point of Termination. Said Northerly limits shall be lengthen or shorten to intersect the North Line of Said Southwest Quarter of Section 24.

Such Right of Way is demonstrated by survey attached hereto and incorporated herein as Exhibit A. The Right of Way is visually depicted on the attached Exhibit B which is incorporated herein.

GRANTEE accepts the Right of Way Area and all aspects thereof in "AS IS", "WHERE IS", condition, without warranties, either express or implied, "WITH ALL FAULTS", including, but

not limited to both latent and patent defects.

The Right of Way Area is subject to easements, covenants, conditions, restrictions and other matters of record and the rights of others affecting the rights granted herein.

GRANTEE's rights herein are restricted to the area legally described above and visually depicted on Exhibits A and B.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the GRANTEE and to its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR does hereunto set its hand the day and year first above written.

GRANTOR:

SOUTH WITHERS ROAD DEVELOPMENT, LLC
A Delaware limited liability company

By: 
Daniel Carr, Manager

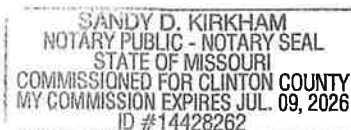
STATE OF MISSOURI)
)SS
COUNTY OF CLAY)

On this 27th day of November, 2023 before me, personally Daniel Carr, to me personally known, and who being by me duly sworn, did say that he is the manager of South Withers Road Development, LLC, and that the instrument was signed in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty Missouri, the day and year last above written.

Sandy D. Kirkham
Notary Public in and for said County and State

My term expires July 9, 2024



EXHIBIT

A

PLAT OF DESCRIPTION

Prepared By:

AYLETT SURVEY &
ENGINEERING COMPANYLAND SURVEYING ~ LAND PLANNING ~ CIVIL ENGINEERING
201 NW 72ND STREET ~ GLADSTONE, MISSOURI 64118
Phone: 436-0732 ~ Fax: 436-0767

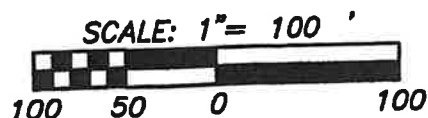
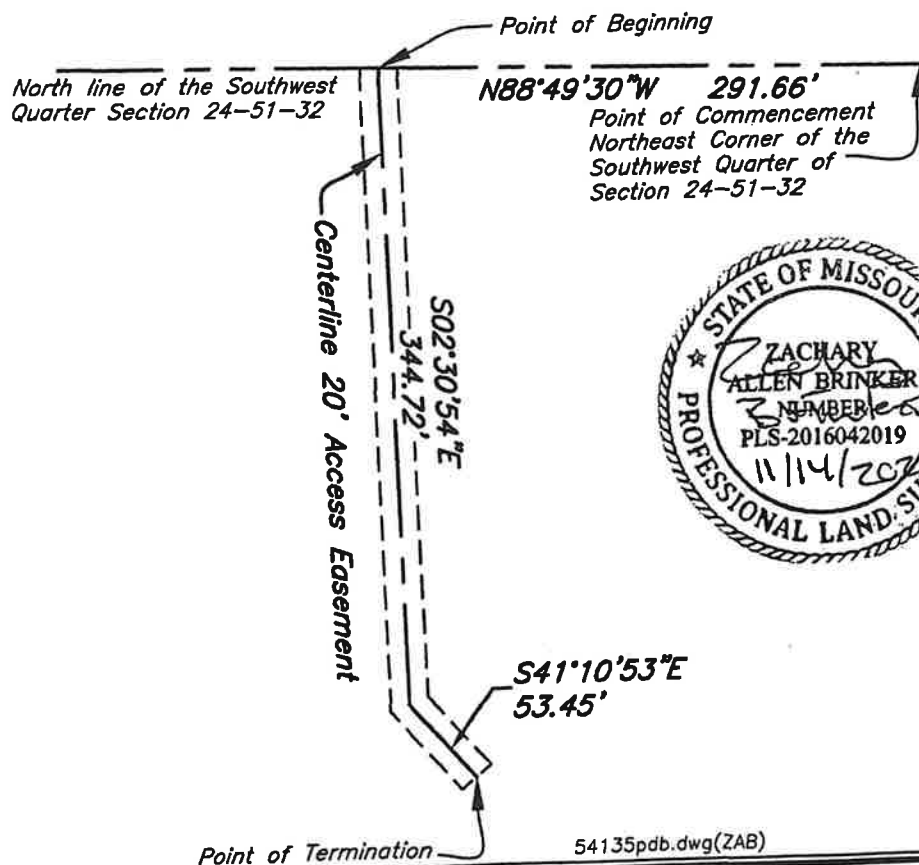
ORDERED BY: Joe Duffey

JOB NO.: 54135

DESCRIPTION:

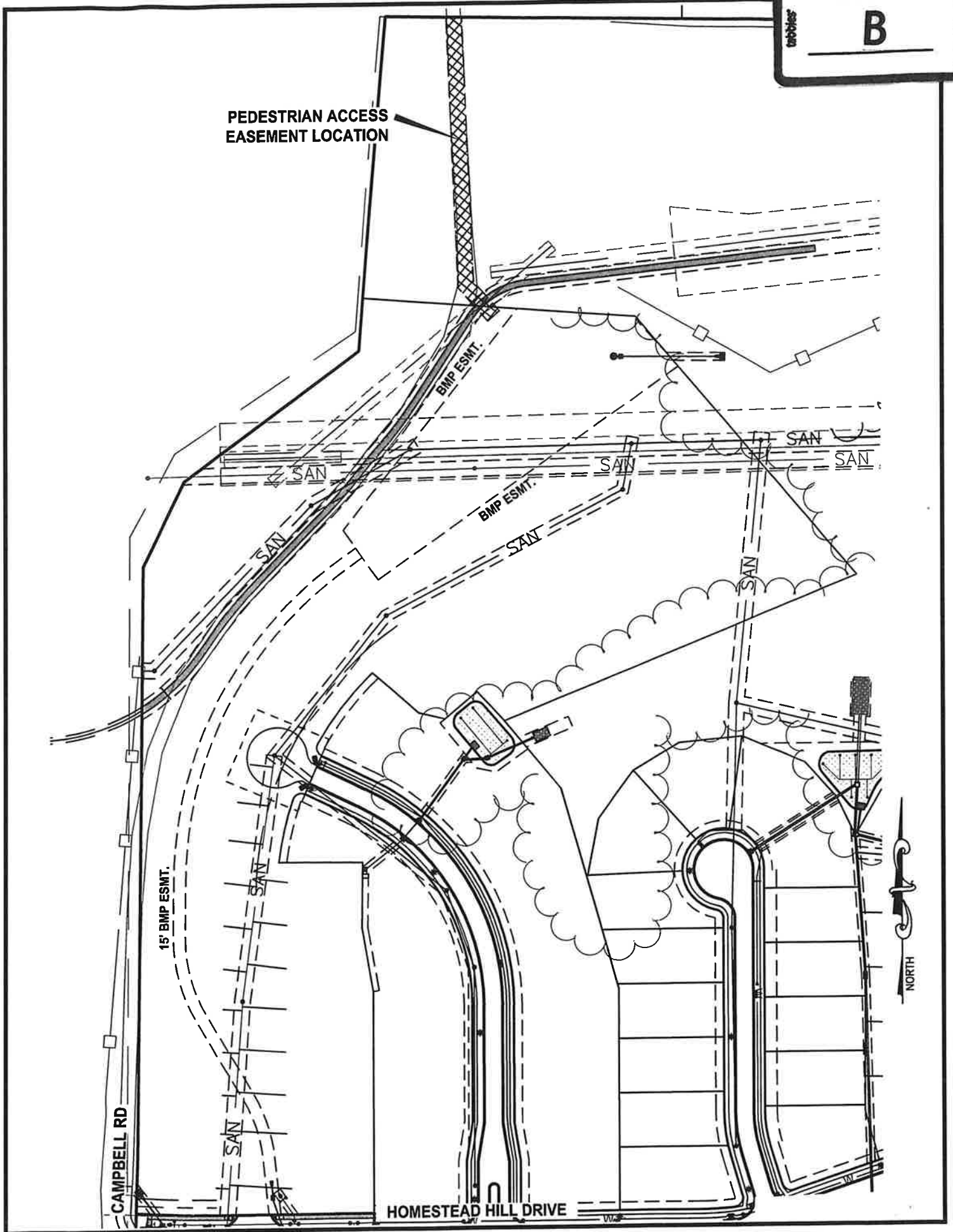
DATE: 03/13/2021

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, lying 10.00 feet each side of the following described Centerline: Commencing at the Northeast corner of the Southwest Quarter of said Section 24; thence North 88 degrees 49 minutes 30 seconds West; along the North line of the Southwest Quarter of said Section 24, a distance of 291.66 feet; to the Point of Beginning of the Centerline herein to be described; thence South 02 degrees 30 minutes 54 seconds East, a distance of 344.72 feet; thence South 41 degrees 10 minutes 53 seconds East a distance of 53.45 feet; to the Point of Termination. Said Northerly limits shall be lengthen or shorten to intersect the North Line of Said Southwest Quarter of Section 24.



54135pdb.dwg(ZAB)

PEDESTRIAN ACCESS
EASEMENT LOCATION





**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 25, 2024

A/R No.: 2024-463

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE ACCEPTING A PUBLIC SANITARY SEWER MAIN
EASEMENT, PUBLIC WATER MAIN EASEMENT AND A RIGHT OF WAY DEED
FROM A.L. FARMS, L.L.C.

Summary:

- Public Sanitary Sewer Main Easement is required for a public sanitary sewer main extension
- Public Water Main Easement is required for a public water main extension
- Public Right-of-Way is required for improvements to Campbell Road

Background:

To facilitate the approval and construction of the Homestead Hills 2nd residential development, a public sanitary sewer main extension, public water main extension and improvements to Campbell Road are required. The public sanitary sewer and water main extensions require dedication of public easements and the improvements to Campbell Drive require dedication of public Right-of-Way. A.L. Farms L.L.C. has dedicated a Public Sanitary Sewer Main Easement, Public Water Main Easement and Public Right-of-Way to facilitate the construction of the required extensions and improvements.

The easements and Right-of-Way have been obtained at no cost to the City of Liberty.

Staff recommends acceptance of an Easement for Public Sanitary Sewer Main, Easement for Public Water Main and Right-of-Way Deed from A.L. Farms, L.L.C.

Previous Action (if applicable):

NA

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ord to Accept Easements and ROW from AL Farms, LLC
2. Sanitary Easement A.L. Farms
3. Water Easement A.L. Farms
4. ROW Deed A.L. Farms

Document No. _____

ORDINANCE NO. _____

ORDINANCE ACCEPTING A PUBLIC SANITARY SEWER MAIN EASEMENT, PUBLIC
WATER MAIN EASEMENT AND A RIGHT OF WAY DEED FROM A.L. FARMS, L.L.C.

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
A.L. Farms L.L.C., a Missouri limited liability company a Public Sanitary Sewer Main
Easement, Public Water Main Easement and a Right-of-Way deed for the construction of a
sanitary sewer main extension, public water main extension and improvements to Campbell
Road. Copies of said easements and right-of-way deed are 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

EASEMENT FOR PUBLIC SANITARY SEWER MAINS

Corporation
SEC ____ T ____ N R ____ W

THIS AGREEMENT, made this ____ day of _____ 20____, by and between: A.L. Farms, L.L.C., a Missouri limited liability company, hereinafter called the GRANTOR, and THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, MISSOURI, a municipal corporation in the County of Clay and State of Missouri, party of the second part, hereinafter called GRANTEE, GRANTEE'S mailing address being 101 E. Kansas Street, 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 unto GRANTEE, a 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 following described tract of land laying, being and situated in said City of Liberty, Clay County, Missouri, to-wit:

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 24 thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 751.05 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 975.85 feet to the Point of Beginning of the Tract of land herein to be described; thence North 89 degrees 10 minutes 05 seconds West, a distance of 17.54 feet; thence North 01 degrees 10 minutes 30 seconds East, a distance of 21.17 feet; thence South 88 degrees 49 minutes 30 seconds East, a distance of 17.84 feet; thence South 01 degrees 58 minutes 51 seconds West, a distance of 21.07 feet to the Point of Beginning. ("Sewer Easement")

Such Sewer Easement is demonstrated by survey attached hereto and incorporated herein as Exhibit A. The Sewer Easement is visually depicted on the attached Exhibit B which is incorporated herein.

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. Said Sewer Easement 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.

2. 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.

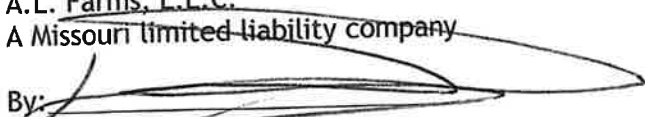
3. The GRANTEE, its successors and assigns, shall be kept free of all claims for damages to trees, shrubs and all other things on said described area by reason of the rights herein conveyed by GRANTOR, and the GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder, and that GRANTOR will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

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 WITNESS WHEREOF, the GRANTOR does hereunto set hand and seal the day and year first above written.

GRANTOR:

A.L. Farms, L.L.C.
A Missouri limited liability company

By: 
David Barth, Manager

STATE OF MISSOURI)
)SS
COUNTY OF Clay)

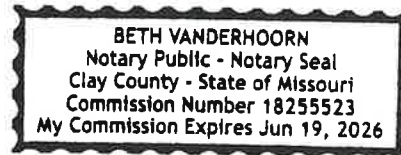
On this 18th day of March, 2024 before me, personally appeared David Barth, to me personally known, and who being by me duly sworn, did say that he is the manager of A.L. Farms, L.L.C., and that the instrument was signed in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty Missouri, the day and year last above written.



Notary Public in and for said County and State

My term expires June 19, 2026



PLAT OF DESCRIPTION

Prepared By:

AYLETT SURVEY & ENGINEERING COMPANY

LAND SURVEYING ~ LAND PLANNING ~ CIVIL ENGINEERING

201 NW 72ND STREET ~ GLADSTONE, MISSOURI 64118

Phone: 436-0732 ~ Fax: 436-0767

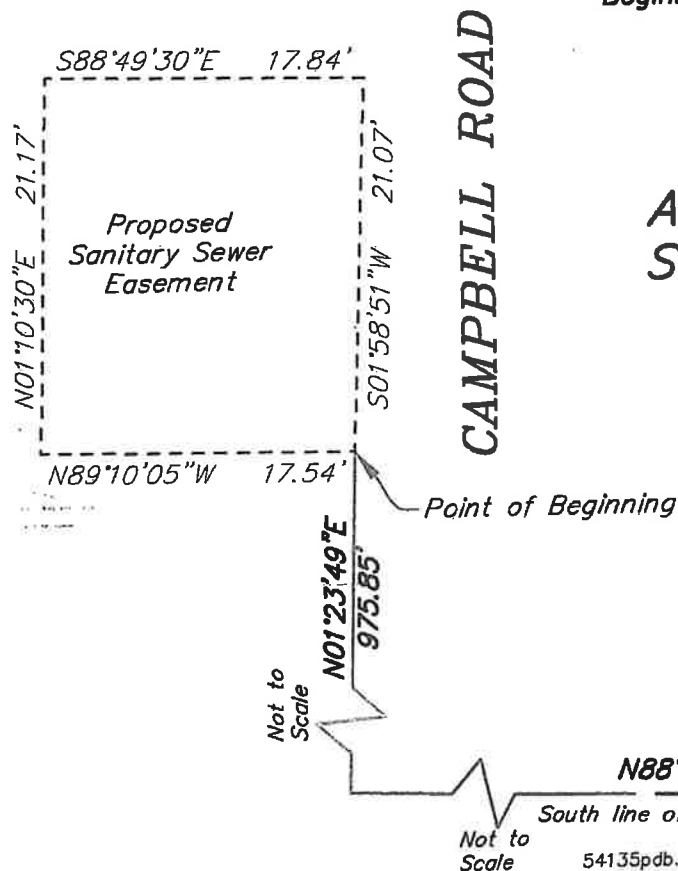
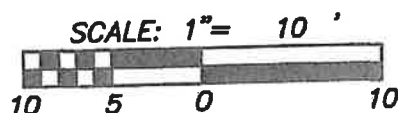
ORDERED BY: Joe Duffey

JOB NO.: 54135

DESCRIPTION:

DATE: 10/25/2023

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 24 thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 751.05 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 975.85 feet to the Point of Beginning of the Tract of land herein to be described; thence North 89 degrees 10 minutes 05 seconds West, a distance of 17.54 feet; thence North 01 degrees 10 minutes 30 seconds East, a distance of 21.17 feet; thence South 88 degrees 49 minutes 30 seconds East, a distance of 17.84 feet; thence South 01 degrees 58 minutes 51 seconds West, a distance of 21.07 feet to the Point of Beginning.



AL Farms Sanitary Sewer Easement



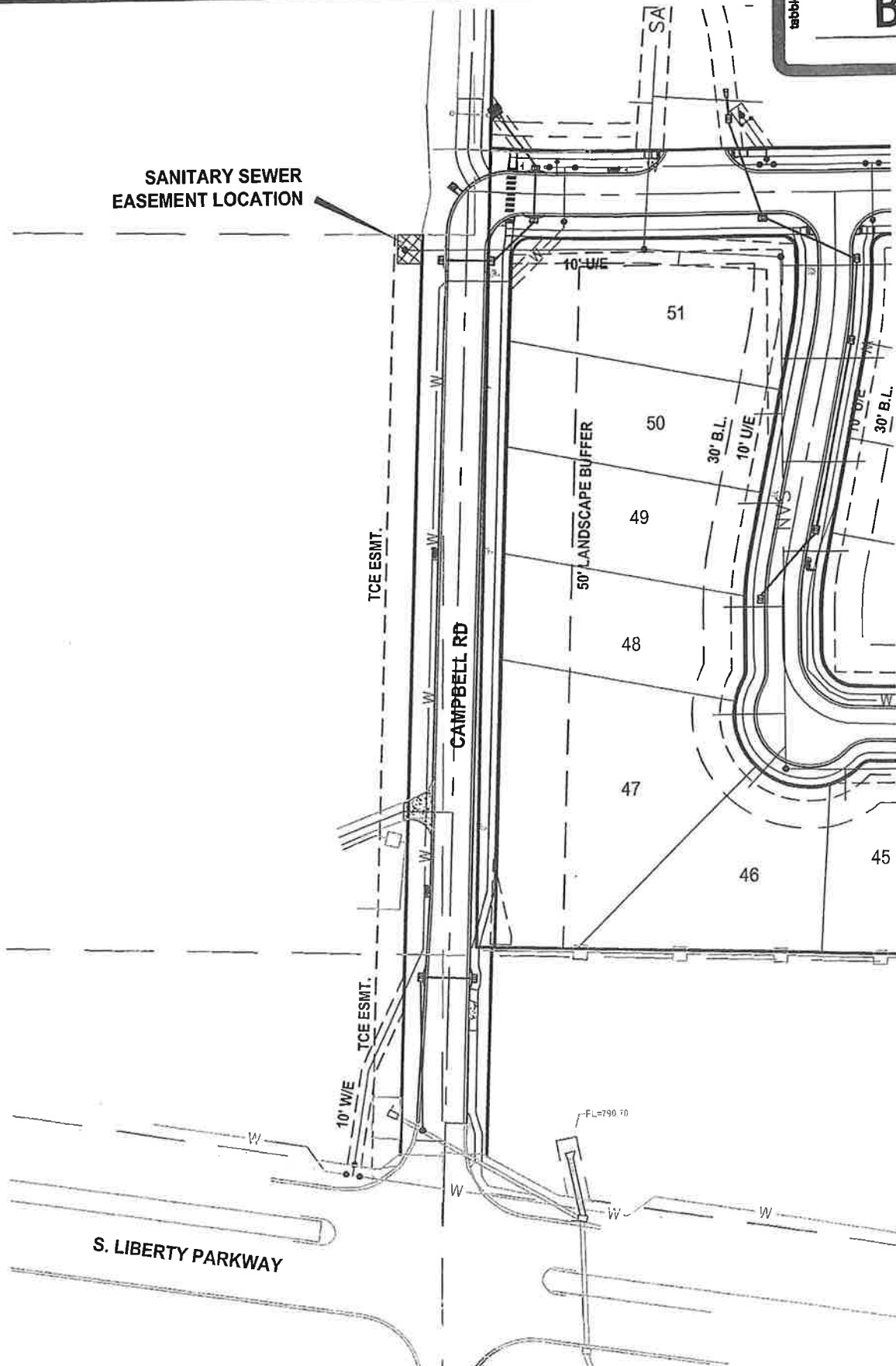
Point of Commencement Southeast Corner of the Southwest Quarter of Section 24-51-32

N88°36'11"W 751.05'

South line of the Southwest Quarter Section 24-51-32

Not to Scale

54135pdb.dwg(ZAB)



EASEMENT FOR PUBLIC WATER MAINS

Corporation
SEC _____ T _____ N R _____ W

THIS AGREEMENT, made this _____ day of _____ 20____, by and between: A.L. Farms, L.L.C., a Missouri limited liability company, hereinafter called the GRANTOR, and THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, MISSOURI, a municipal corporation in the County of Clay and State of Missouri, party of the second part, hereinafter called GRANTEE, GRANTEE'S mailing address being 101 E. Kansas Street, 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 unto GRANTEE, a permanent easement and right-of-way to locate, construct, reconstruct, maintain, remove, operate, replace and repair a public water main and any and all appurtenances incident thereto over, upon, under and through the following described tract of land lying, being and situated in said City of Liberty, Clay County, Missouri, to-wit:

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, lying 5.00 feet each side of the following described Centerline: Commencing at the Southeast corner of the Southwest Quarter of said Section 24; thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 790.54 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 319.83 feet to the Point of Beginning of the Centerline herein to be described; thence North 09 degrees 26 minutes 29 seconds East, a distance of 69.98 feet; thence North 24 degrees 28 minutes 51 seconds East a distance of 96.34 feet to the Point of Termination, the Southerly line of said easement are to be extended or shortened to intersect the Right of Way line. ("Water Easement")

Such Water Easement is demonstrated by survey attached hereto and incorporated herein as Exhibit A. The Water Easement is visually depicted on the attached Exhibit B which is incorporated herein.

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. Said Water Easement will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, or curbs) which will interfere with the GRANTEE in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing, and maintaining such water mains 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 water mains and appurtenances.

2. 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 water mains and all appurtenances incidental thereto.

3. 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, that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder, and that GRANTOR will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

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 WITNESS WHEREOF, the GRANTOR does hereunto set hand and seal the day and year first above written.

GRANTOR:

A.L. Farms, L.L.C.

A Missouri limited liability company

By: 

David Barth, Manager

STATE OF MISSOURI)
)SS
COUNTY OF Clay)

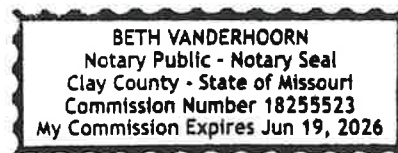
On this 18th day of March, 2024 before me, personally appeared David Barth, to me personally known, and who being by me duly sworn, did say that he is the manager of A.L. Farms, L.L.C., and that the instrument was signed in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty Missouri, the day and year last above written.



Notary Public in and for said County and State

My term expires June 19, 2026



EXHIBIT

A

PLAT OF DESCRIPTION

Prepared By:
AYLETT SURVEY & ENGINEERING COMPANY

LAND SURVEYING ~ LAND PLANNING ~ CIVIL ENGINEERING
 201 NW 72ND STREET ~ GLADSTONE, MISSOURI 64118
 Phone: 436-0732 ~ Fax: 436-0767

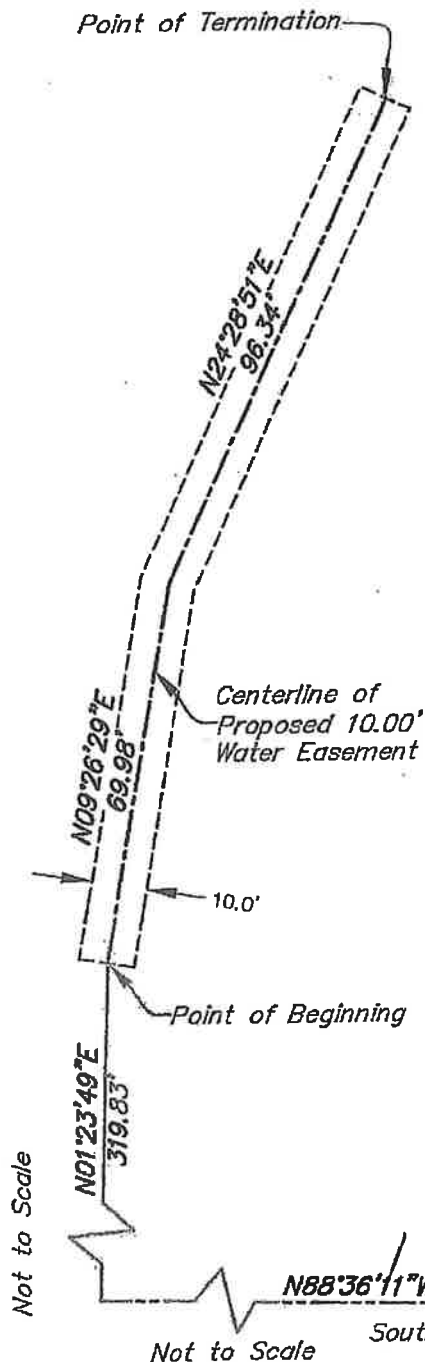
ORDERED BY: Joe Duffey

JOB NO.: 54135

DESCRIPTION:

DATE: 10/25/2023

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, lying 5.00 feet each side of the following described Centerline: Commencing at the Southeast corner of the Southwest Quarter of said Section 24; thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 790.54 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 319.83 feet to the Point of Beginning of the Centerline herein to be described; thence North 09 degrees 26 minutes 29 seconds East, a distance of 69.98 feet; thence North 24 degrees 28 minutes 51 seconds East a distance of 96.34 feet to the Point of Termination, the Southerly line of said easement are to be extended or shortened to intersect the Right of Way line.



AL Farms Water Easement

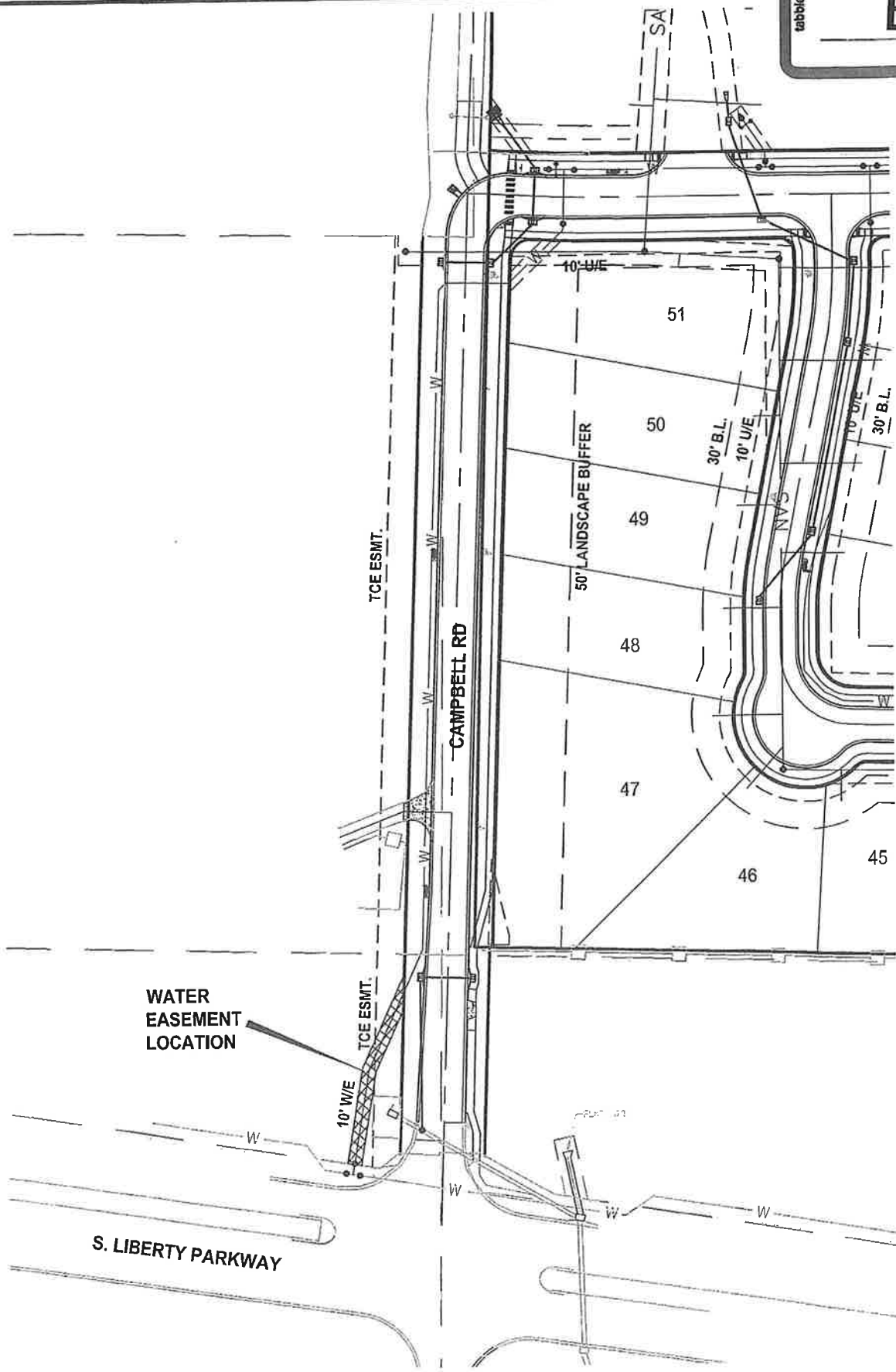


SCALE: 1" = 30'
 30 15 0 30

Point of Commencement Southeast
 Corner of the Southwest Quarter of
 Section 24-51-32

Not to Scale
 N88°36'11"W 790.54'
 South line of the Southwest Quarter Section 24-51-32

54135pdb.dwg(ZAB)



RIGHT-OF-WAY DEED

CORPORTION
SEC ____ T ____ N R ____ W

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this ____ day of _____ 20____, by and between: A.L. Farms, L.L.C., a Missouri limited liability company, hereinafter called the GRANTOR, and THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, MISSOURI, a municipal corporation in the County of Clay and State of Missouri, party of the second part, hereinafter called GRANTEE, GRANTEE'S mailing address being 101 E. Kansas Street, Liberty, MO 64068.

WHEREAS, GRANTOR owns certain real property situated in Section 24, Township 51, Range 32, Liberty, Clay County, Missouri identified as Clay County Parcel ID: 14619000300100 ("Grantor's Property"); and

WHEREAS, the east side of Grantor's Property abuts Campbell Drive; and

WHEREAS, Campbell Drive is a legally established road pursuant to Section 228.190, RSMo; and

WHEREAS, pursuant to Section 229.010, RSMo, the width of Campbell Drive is 30 feet; and

WHEREAS, Campbell Drive is being improved as part of the development of Homestead Hills Second Plat, a subdivision in Liberty, Clay County, Missouri; and

WHEREAS, in order to widen and improve Campbell Drive to accommodate the design criteria for collector streets within the City of Liberty set forth in Municipal Code Section Sec. 30-93.3, which requires a total right-of-way width of 64 feet, GRANTOR hereby conveys unto GRANTEE that portion of Grantor's Property extending from the west edge of the previous 30 foot right-of-way of Campbell Drive to the west edge of the newly widened 64 foot right-of-way for Campbell Drive post construction.

WITNESSETH, that the GRANTOR, for and in consideration of \$10.00 and other valuable consideration to it paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does by these presents quit claim without warranty and subject to all matters of record and the rights of others affecting the rights granted herein, unto said GRANTEE, its successors and assigns, a Right-of-Way for public use as a street, roadway or thoroughfare on,

over, along, across, and under the following described lots, tracts, or parcels of land lying, being and situated in the County of Clay, and the state of Missouri, to wit:

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 24 thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 728.68 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 327.45 feet to the Point of Beginning of the Tract of land herein to be described; thence North 87 degrees 15 minutes 56 seconds West, a distance of 28.98 feet; thence North 01 degrees 58 minutes 51 seconds East, a distance of 668.82 feet; thence South 88 degrees 49 minutes 30 seconds East, a distance of 47.46 feet; thence South 01 degrees 33 minutes 12 seconds West, a distance of 517.36 feet; thence North 88 degrees 11 minutes 48 seconds West, a distance of 17.52 feet; thence South 03 degrees 47 minutes 31 seconds West, a distance of 152.55 feet to the Point of Beginning.

Subject to GRANTOR's irrevocable reservation of right for ingress and egress over, upon and through said tract, from GRANTOR's property lying west thereof, including the right to make improvements upon said tract for purposes of developing and constructing a permanent right of way for private drive or public thoroughfare connecting GRANTOR's property to Campbell Drive within the following bounded area: a point 250 feet north of the north curb line of South Liberty Parkway and south of a point 150 feet south of the south curb of Homestead Hills Drive. (the "Right-of-Way Area")

Such Right-of-Way Area is demonstrated by survey attached hereto and incorporated herein as Exhibit A. The Right-of-Way Area is visually depicted on the attached Exhibit B which is incorporated herein.

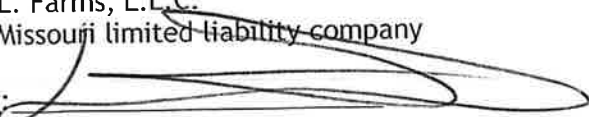
TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the GRANTEE and to its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR does hereunto set its hand the day and year first above written.

GRANTOR:

A.L. Farms, L.L.C.

A Missouri limited liability company

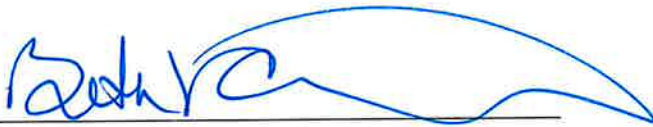
By: 

David Barth, Manager

STATE OF MISSOURI)
)SS
COUNTY OF Clay)

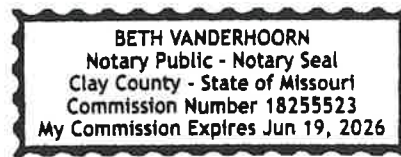
On this 18th day of March, 2024 before me, personally appeared David Barth, to me personally known, and who being by me duly sworn, did say that he is the manager of A.L. Farms, L.L.C., and that the instrument was signed in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty Missouri, the day and year last above written.



Notary Public in and for said County and State

My term expires June 19, 2026



EXHIBIT

A

PLAT OF DESCRIPTION

Prepared By:

AYLETT SURVEY & ENGINEERING COMPANY

LAND SURVEYING ~ LAND PLANNING ~ CIVIL ENGINEERING

201 NW 72ND STREET ~ GLADSTONE, MISSOURI 64118

Phone: 436-0732 ~ Fax: 436-0767

AL Farms Right of Way Dedication

ORDERED BY: Joe Duffey

JOB NO.: 54135

S88°49'30"E 47.46'

DESCRIPTION:

DATE: 10/25/2023

All that part of the Southwest Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 24 thence North 88 degrees 36 minutes 11 seconds West; along the South line of the Southwest Quarter of said Section 24, a distance of 728.68 feet; thence North 01 degrees 23 minutes 49 seconds East, a distance of 327.45 feet to the Point of Beginning of the Tract of land herein to be described; thence North 87 degrees 15 minutes 56 seconds West, a distance of 28.98 feet; thence North 01 degrees 58 minutes 51 seconds East, a distance of 668.82 feet; thence South 88 degrees 49 minutes 30 seconds East, a distance of 47.46 feet; thence South 01 degrees 33 minutes 12 seconds West, a distance of 517.36 feet; thence North 88 degrees 11 minutes 48 seconds West, a distance of 17.52 feet; thence South 03 degrees 47 minutes 31 seconds West, a distance of 152.55 feet to the Point of Beginning.

SCALE: 1" = 100'



N01°58'51"E 668.82'

CAMPBELL ROAD

S01°33'12"W 517.36'

N88°11'48"W
17.52'

S03°47'31"W
152.55'

N87°15'56"W 28.98'

Point of Beginning

N01°23'49"E
327.45'

(Not to Scale)

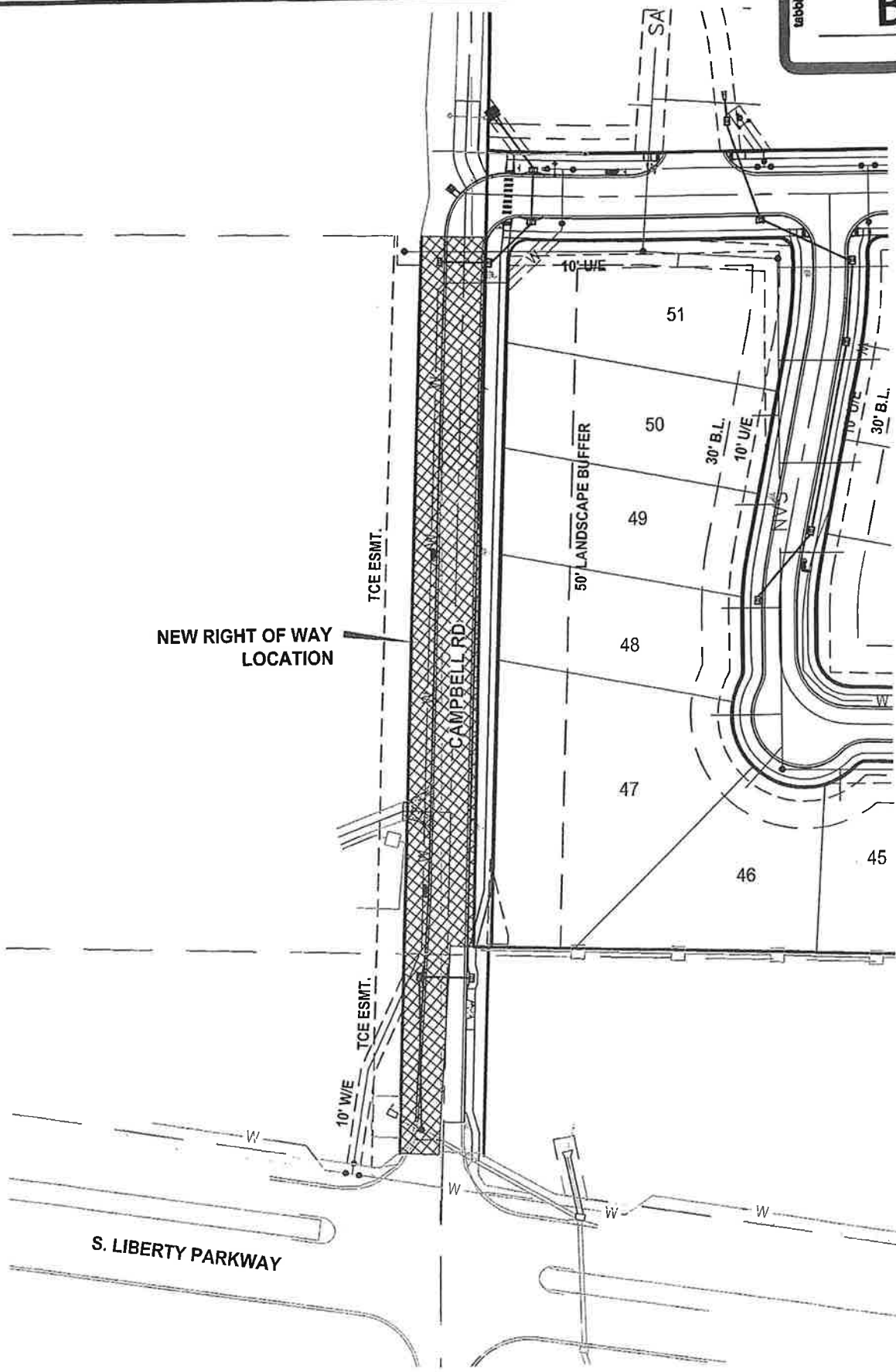
N88°36'11"W South line of the Southwest
728.68' Quarter Section 24-51-32

Point of Commencement
Southeast Corner of the
Southwest Quarter of
Section 24-51-32

Not to Scale

54135pdb.dwg(ZAB)







CITY COUNCIL ACTION REPORT

Meeting Date: March 25, 2024

A/R No.: 2024-464

Department: Finance

Submitted By: Ashley Comer, Accounting Manager

Subject: 2023 ENCUMBRANCES

Summary:

- Approve an Ordinance Amending Ordinance No. 11855 Adoption of the 2024 Budget for the City of Liberty, Missouri
- Approve an Ordinance Amending Ordinance No. 11856 Adoption of the 2024 Park Department Budget for the City of Liberty, Missouri
- The 2024 adopted budget does not include 2023 open encumbrances
- The 2023 encumbrances are 2023 commitments related to contracts for goods or services approved in 2023
- These commitments are a result of items appropriately approved either by Council or Administration in 2023
- The value of the goods and services were either partially received or not received in 2023 and, due to the status of receipt, the commitment was either partially or not paid out in 2023
- Remaining 2023 funds for the commitments are reserved as part of the end of the year close out process
- These reserved funds must be appropriated in 2023 and be available to incur the close of expenses associated with the 2023 commitments
- Approval of encumbrances is a housekeeping item that balances budgeted funds between fiscal years

Background:

The City's financial system uses an encumbrance process when purchase orders are issued. An encumbrance reserves the budgeted funds for each open purchase order. The City's purchasing policy requires a purchase order be issued for all projects and individual items in excess of \$5,000 and/or purchases that require a signed contract for any dollar amount.

As part of the year-end accounting process, Finance analyzes all open purchase orders to determine their year-end status. This analysis details which purchase orders need to be canceled (goods received/services complete) and which ones are to be classified as encumbrances.

Encumbrances resulting from an approved 2023 purchase which, due to the timing of the receipt of the goods or service, cannot be paid by the end of the 2023 fiscal year, but will be paid in 2024 when the goods are received or the service completed. To

ensure proper budgetary treatment of all encumbrances, open amounts are totaled by fund and reservations on fund balances are made during the 2023 year-end close.

In 2024, the bills are actually paid. Therefore, there is a need to appropriate the value of each item encumbered into the 2024 budget. The source of the additional budget appropriation is effectively from the reserved fund balance.

This sort of treatment is prescribed by accounting requirements, is a housekeeping item and does not represent new 2024 funds for departments to use. It only balances prior and current year budgetary actions brought on by the end of the year closeout requirements.

Adoption of this proposed ordinance approves the 2023 year-end open encumbrances in the amount of \$3,507,612.58 to be recorded as part of the 2024 budget. A complete detailed list of open encumbrances is attached.

Previous Action (if applicable):

City Council approved the 2024 fiscal year budget with Ordinance Number 11855 and 11856 in December 2023

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. 2023 Encumbrance Ordinances

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 11855 ADOPTION OF THE 2024
BUDGET FOR THE CITY OF LIBERTY, MISSOURI

WHEREAS, Council adopted Ordinance No. 11855 Adoption of the 2024 Budget for the City of Liberty, Missouri; and,

WHEREAS, due to 2023 encumbrances not being expended in the year they were initially budgeted; and,

WHEREAS, there is a requirement to appropriate them into 2024;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby amends Ordinance No. 11855 as follows:

ORDINANCE NO. (CONT.)

2024 Budget Amendments - 2023 Encumbrances	Accounts	Amount	Budget Action	Debit/Credit
General Fund				
Police	10.40.500.18.5601	12,002.50	Increase	Debit
Police	10.40.500.36.7101	272,478.00	Increase	Debit
Police	10.40.501.04.5050	1,063.00	Increase	Debit
Police	10.40.501.04.5050	2,574.35	Increase	Debit
Police	10.40.501.04.5051	3,189.00	Increase	Debit
Police	10.40.501.04.5051	19,880.00	Increase	Debit
Fire	10.50.300.08.5356	3,234.00	Increase	Debit
Fire	10.50.300.14.5553	4,350.00	Increase	Debit
Public Works	10.70.221.08.5397	6,679.00	Increase	Debit
Public Works	10.70.225.14.5571	12,000.00	Increase	Debit
Information Services	10.90.132.06.5259	14,500.00	Increase	Debit
City Wide	10.95.140.14.5571	117,786.42	Increase	Debit
City Wide	10.95.140.14.5571	35,216.16	Increase	Debit
City Wide	10.95.140.36.7201	125,595.00	Increase	Debit
City Wide	10.95.140.36.7201	3,831.55	Increase	Debit
City Wide	10.95.140.38.5989	300.00	Increase	Debit
City Wide	10.95.140.38.5989	13,821.45	Increase	Debit
Fund Balance	10.2950	648,500.43	Decrease	Credit
Limited Capital				
Parks	11.60.415.08.5399	11,079.83	Increase	Debit
Parks	11.60.415.08.5399	15,000.00	Increase	Debit
Parks	11.60.415.36.7307	21,150.00	Increase	Debit
Public Works	11.70.225.36.7501	25,823.71	Increase	Debit
City Wide	11.95.140.36.7510	152,050.00	Increase	Debit
City Wide	11.95.140.38.5989	167,628.28	Increase	Debit
City Wide	11.95.140.38.5989	51,114.00	Increase	Debit
Fund Balance	11.2950	443,845.82	Decrease	Credit
ARPA Fund				
City Wide	12.95.140.36.7201	500,000.00	Increase	Debit
Fund Balance	12.2950	500,000.00	Decrease	Credit
Capital Sales Tax Fund				
Public Works	50.70.201.36.7201	86,686.00	Increase	Debit
Public Works	50.75.606.14.5626	16,751.00	Increase	Debit
Public Works	50.77.653.36.7510	212,917.73	Increase	Debit
Fund Balance	50.2950	316,354.73	Decrease	Credit
Transportation Sales Tax Fund				
Public Works	52.75.607.14.5501	5,231.87	Increase	Debit
Public Works	52.75.607.14.5501	17,057.55	Increase	Debit
Public Works	52.75.607.14.5625	57,506.32	Increase	Debit
Public Works	52.75.607.14.5625	2,357.50	Increase	Debit
Public Works	52.75.607.14.5626	235,886.46	Increase	Debit
Public Works	52.75.607.14.5626	18,009.75	Increase	Debit
Public Works	52.75.607.14.5627	99,995.00	Increase	Debit
Public Works	52.75.607.14.5627	99,985.00	Increase	Debit
Fund Balance	52.2950	536,029.45	Decrease	Credit
Fire Sales Tax Fund				
Fire Sales Tax Fund	58.50.325.18.5601	20,005.69	Increase	Debit
Fire Sales Tax Fund	58.50.325.36.7202	4,040.46	Increase	Debit
Fire Sales Tax Fund	58.50.325.36.7510	957,047.00	Increase	Debit
Fire Sales Tax Fund	58.50.325.36.7510	5,864.00	Increase	Debit
Fund Balance	58.2950	986,957.15	Decrease	Credit
Total All Debits		3,431,687.58	Increase	Debit
Total All Credits		3,431,687.58	Decrease	Credit

ORDINANCE NO. _____ (CONT.)

CITY OF LIBERTY, MO OPEN ENCUMBRANCE AS OF 12/31/2023

P.O. CODE	START DATE	ENCUMBRANCE DESCRIPTION	OUTSTANDING ENCUMB AMOUNT	VENDOR NUMBER NAME	FUND AND ACCOUNT
230150	11/20/2023	POL ANTENNA RADAR	12,002.50	6840 STALKER RADAR INC	10.40.500.18.5601
230003	1/3/2023	POL VEHICLES	272,478.00	6636 SHAWNEE MISSION FORD INC	10.40.500.36.7101
230154	12/11/2023	POL RIFLES	1,063.00	5090 ROCK RIVER ARMS INC	10.40.501.04.5050
230160	12/13/2023	POL FLASH BANG TRAINING	2,574.35	5587 911 CUSTOM LLC	10.40.501.04.5050
230154	12/11/2023	POL RIFLES	3,189.00	5090 ROCK RIVER ARMS INC	10.40.501.04.5051
230159	12/13/2023	POL AMMUNITION	19,880.00	5859 GULF STATES DISTRIBUTORS	10.40.501.04.5051
230108	7/28/2023	FIRE BEHAVIORAL HEALTH	3,234.00	704 42 C.A.R.E.S., INC	10.50.300.08.5356
220127	10/26/2022	FIRE NEW SIRENS	4,350.00	8345 FEDERAL SIGNAL CORPORATI	10.50.300.14.5553
230027	1/18/2023	2023 CITY HALL JANITORIA	6,679.00	7143 TOWN AND COUNTRY BUILDIN	10.70.221.08.5397
230168	12/31/2023	PW GAS LINE REPLACEMENT	12,000.00	669 MYRICK MECHANICAL	10.70.225.14.5571
230137	10/27/2023	IT TRAINING FOR STAFF	14,500.00	738 UNITED TRAINING	10.90.132.06.5259
230010	1/4/2023	2023 HVAC MAINT & REPAIR	117,786.42	5408 HEARTLAND MECHANICAL SER	10.95.140.14.5571
230093	6/14/2023	2023 HVAC MAINT & REPAIR	35,216.16	669 MYRICK MECHANICAL	10.95.140.14.5571
220147	12/20/2022	CITY HALL ATRIUM	125,595.00	5678 J E DUNN CONSTRUCTION	10.95.140.36.7201
230076	4/19/2023	PW INSPECTIONS/TESTING	3,831.55	9235 OLSSON ASSOCIATES	10.95.140.36.7201
230017	1/11/2023	FIRE RADIO UPGRADE	300	2018 MOTOROLA INC	10.95.140.38.5989
230134	10/13/2023	P&D INFILL CONCEPT PLAN	13,821.45	735 PGAV PLANNERS LLC	10.95.140.38.5989
			<u>648,500.43</u>		
230152	12/4/2023	PKS PROFESSIONAL SERVICE	11,079.83	682 SFS ARCHITECTURE, INC.	11.60.415.08.5399
230155	12/11/2023	PROFESSIONAL SERV	15,000.00	753 BALLARD KING AND ASSOC L	11.60.415.08.5399
230105	7/26/2023	PKS PICKLEBALL LIGHTING	21,150.00	6727 MIKE HAGEN ELECTRIC, INC	11.60.415.36.7307
230069	3/29/2023	PW SHEPHERD ROAD STUDY	25,823.71	6018 HDR ENGINEERING INC	11.70.225.36.7501
230157	12/13/2023	PW BATHROOM REMODEL	152,050.00	5442 ZIPCO CONTRACTING INC	11.95.140.36.7510
230113	8/16/2023	MASTER PLAN	167,628.28	6018 HDR ENGINEERING INC	11.95.140.38.5989
230161	12/13/2023	PW STORAGE PROJECT	51,114.00	760 WELLNER ARCHITECTS, INC.	11.95.140.38.5989
			<u>443,845.82</u>		
230097	6/28/2023	FIRE STATION #3 REMODEL	500,000.00	5184 SAMURAI ENTERPRISES	12.95.140.36.7201
			<u>500,000.00</u>		
230081	4/26/2023	PW TRUCK BED & SNOW PLOW	86,686.00	2545 KNPHEIDE TRUCK EQUIPMEN	50.70.201.36.7201
210074	5/25/2021	TRAFFIC SIGNAL MAINT	16,751.00	6424 BLACK & MCDONALD ELECTRI	50.75.606.14.5626
230118	8/30/2023	STORMWATER MASTER PLAN	212,917.73	6018 HDR ENGINEERING INC	50.77.653.36.7510
			<u>316,354.73</u>		
220134	11/16/2022	PW TASK ORDER #7	5,231.87	6018 HDR ENGINEERING INC	52.75.607.14.5501
230091	6/5/2023	PW BARRIER DESIGN	17,057.55	415 CRAWFORD, MURPHY & TILLY	52.75.607.14.5501
220048	3/2/2022	SIDEWALK/ TRAIL PROJECT	57,506.32	471 VSM ENGINEERING LLC	52.75.607.14.5625
230106	7/26/2023	PW ADA COMPLIANT DESIGN	2,357.50	415 CRAWFORD, MURPHY & TILLY	52.75.607.14.5625
220135	11/16/2022	PW 291/BLUE JAY-STEWART	235,886.46	6939 TRANSYSTEMS	52.75.607.14.5626
230077	4/26/2023	PW WITHERS & HOLT TRAF	18,009.75	6018 HDR ENGINEERING INC	52.75.607.14.5626
230165	12/29/2023	RICHFIELD BRIDGE DESIGN	99,995.00	6045 VEENSTRA & KIMM INC	52.75.607.14.5627
230166	12/29/2023	MARILYNN BRIDGE DESIGN	99,985.00	6045 VEENSTRA & KIMM INC	52.75.607.14.5627
			<u>536,029.45</u>		
210063	4/27/2021	FIRE BUNKER GEAR REPLACE	20,005.69	3684 CONRAD FIRE EQUIPMENT IN	58.50.325.18.5601
210112	9/14/2021	FIRE COMPUTER EQUIPMENT	4,040.46	4299 ZONES INC	58.50.325.36.7202
230097	6/28/2023	FIRE STATION #3 REMODEL	957,047.00	5184 SAMURAI ENTERPRISES	58.50.325.36.7510
230162	12/19/2023	FIRE REAR PARKING LOT	5,864.00	5184 SAMURAI ENTERPRISES	58.50.325.36.7510
			<u>986,957.15</u>		
Total All Debits			3,431,687.58		
Total All Credits			3,431,687.58		

SECTION II

The City Administrator is hereby authorized to expend the funds as set forth in the 2024 budget, as amended, in accordance with applicable ordinances or resolutions governing the purchases of goods and services.

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 11856 ADOPTING THE ANNUAL PARK
AND PARKS SALES TAX BUDGETS FOR THE CITY OF LIBERTY, CLAY COUNTY,
MISSOURI FOR THE FISCAL YEAR 2024

WHEREAS, Council adopted Ordinance No. 11856 Adoption of the 2024 Park
Department Budget for the City of Liberty, Missouri; and,

WHEREAS, due to 2023 encumbrances not being expended in the year they were
initially budgeted; and,

WHEREAS, there is a requirement to appropriate them into 2024;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby amends
Ordinance No. 11856 as follows:

2024 Budget Amendments - 2023 Encumbrances	Accounts	Amount	Budget Action	Debit/Credit
<u>Parks Sales Tax Fund</u>				
Parks	54.60.420.14.5575	14,275.00	Increase	Debit
Fund Balance	54.2950	14,275.00	Decrease	Credit
<u>Parks Fund</u>				
Administration	60.60.420.14.5578	61,650.00	Increase	Debit
Fund Balance	60.2950	61,650.00	Decrease	Credit
Total All Debits		75,925.00	Increase	Debit
Total All Credits		75,925.00	Decrease	Credit

SECTION II

The City Administrator is hereby authorized to expend the funds as set forth in the 2024
budget, as amended, in accordance with applicable ordinances or resolutions governing the
purchases of goods and services

ORDINANCE NO. _____ (CONT.)

CITY OF LIBERTY, MO
OPEN ENCUMBRANCE AS OF 12/31/2023

P.O. CODE	START DATE	ENCUMBRANCE DESCRIPTION	OUTSTANDING ENCUMB AMOUNT	VENDOR NUMBER NAME	FUND AND ACCOUNT
230151	12/4/2023	PRKS CONCRETE WORK	14,275.00 14,275.00	6607 DOWNEY CONSTRUCTION, INC	54.60.420.14.5575
230065	3/22/2023	PKS PEDESTRIAN BRIDGE	61,650.00 61,650.00	628 WHEELER LUMBER LLC	60.60.420.14.5578
Total All Debits			75,925.00		
Total All Credits			75,925.00		

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: March 25, 2024

A/R No.: 2024-469

Department: Fire

Submitted By: John Mills, Fire Chief

Subject: ORDINANCE AUTHORIZING A CONTRACT BETWEEN PUBLIC CONSULTING GROUP, INC. AND THE CITY OF LIBERTY FOR 2024 MANDATORY MEDICARE GROUND AMBULANCE DATA COLLECTION SERVICES IN AN AMOUNT NOT TO EXCEED \$35,000.00

Summary:

- The Centers for Medicare and Medicaid Services (CMS) implemented a Mandatory Ground Ambulance Data Collection System in response to legislation passed by Congress in the Bipartisan Budget Act of 2018 requiring providers of ground ambulance services to collect and report expenditures, revenues, utilization and other data.
- The collected information will be provided to the Medicare Payment Advisory Commission (MedPAC), which is required to submit a report to Congress on the adequacy of Medicare payment rates for ground ambulance services and geographic variations in the cost of furnishing such services.
- PCG possesses professional skills that can assist the City in collecting and reporting the required data elements to complete the Ground Ambulance Data Collection System.
- City staff wish to engage PCG as an independent contractor to perform professional services in connection with this initiative.
- The total cost for this service is \$35,000.00.
- This service will be paid from the GEMT Funds.
- Staff recommends the approval of the Ordinance.

Background:

The Centers for Medicare and Medicaid Services (CMS) now require all providers of ground ambulance services to collect and report expenditures, revenues, utilization, and other departmental statistics as part of the Bipartisan Budget Act of 2018, and "Failure to sufficiently submit the required information will result in a 10 percent reduction to payments under the Ambulance Fee Schedule (AFS) for one year."

PCG is the nation's leader in providing ground emergency medical transport (GEMT) and Medicare cost reporting services. They have generated more than \$600 million for public EMS providers across the country through Medicaid cost recovery programs. They offer an array of services and understand the operations and cost structures of EMS departments, which enables PCG to ensure that the Ground Ambulance Data Collection (GADC) Survey will be completed accurately and properly in accordance with Medicare regulations.

PCG will provide the professional services assigned by the City and more fully described in Attachment A (the "Contracted Services"). PCG acknowledges and agrees

that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.

PCG will commence performance for the Contracted Services under this Agreement on the Effective Date and will complete performance by June 30, 2026 (the "Term"). Unless otherwise specified by the City in writing, PCG will provide the Contracted Services for the full term.

Upon the expiration or termination of this contract for any reason, all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this contract. Specifically, notwithstanding the expiration or termination of the contract, the City will compensate PCG as set forth herein with respect to any reimbursements the City receives after the expiration or termination of this contract that are the result of the Contracted Services.

Staff recommends the approval of the contract and authorization for the City Administrator or his designee to execute the contract to ensure the proper submittal of information to CMS. This data could possibly be used in the future to help in determining the amount of GEMT funding awarded.

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: 58.50.325.08.5341	Amount: \$35,000.00
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2024 MGADC Public Consulting Services ordinance
2. City of Liberty_Medicare Cost Survey_Contract Tier III

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A CONTRACT BETWEEN PUBLIC CONSULTING
GROUP, INC. AND THE CITY OF LIBERTY FOR 2024 MANDATORY MEDICARE
GROUND AMBULANCE DATA COLLECTION SERVICES IN AN AMOUNT
NOT TO EXCEED \$35,000.00

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, Clay County, Missouri and Public Consulting Group, Inc. for 2024 Mandatory Medicare Ground Ambulance Data Collection Services in the amount not to exceed thirty-five thousand dollars (\$35,000.00), 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

MEDICARE GROUND AMBULANCE DATA COLLECTION SERVICES AGREEMENT

This Agreement (“Agreement”) is entered into by and between the City of Liberty (“PROVIDER”) and Public Consulting Group LLC (“PCG”) as of March 25, 2024 (“Effective Date”).

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) implemented a Ground Ambulance Data Collection System in response to legislation passed by Congress in the Bipartisan Budget Act of 2018 requiring providers of ground ambulance services to collect and report expenditures, revenues, utilization, and other data; and

WHEREAS, PCG possesses professional skills that can assist PROVIDER in collecting and reporting the required data elements to complete the Ground Ambulance Data Collection System; and

WHEREAS, PROVIDER wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PROVIDER and PCG hereby agree as follows:

1. Description of Services

PCG will provide the professional services assigned by PROVIDER and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.

2. Term

PCG will commence performance for the Contracted Services under this Agreement on the Effective Date and will complete performance by June 30, 2026 (the “Term”). Unless otherwise specified by PROVIDER in writing, PCG will provide the Contracted Services for the full Term.

Upon the expiration or termination of this Agreement for any reason, all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, PROVIDER will compensate PCG as set forth herein with respect to any reimbursements PROVIDER receives after the expiration or termination of this Agreement that are the result of the Contracted Services

3. Compensation

- a.** PROVIDER will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and will not pay PCG any other benefits, expenses, or compensation. The compensation arrangement may be changed by written agreement of the parties.
- b.** PROVIDER will compensate PCG within thirty (30) days following the receipt of any billing statement(s) from PCG that comport with the terms of this Agreement and Attachment B. PCG shall submit billing statements directly to the PROVIDER Contact Person identified in Section 5.

- c. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.
4. **Termination**
This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within ten (10) business days after receiving written notice.
5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:
- | | |
|---------------------------------|-----------------------------|
| For PCG: | For City of Liberty: |
| Sarah DiCicco | Greg Canuteson |
| Senior Consultant | Mayor |
| Public Consulting Group LLC | City of Liberty |
| 816 Congress Avenue, Suite 1110 | 101 E Kansas |
| Austin, TX 78701 | Liberty, MO 64068 |
| sdicicco@pcgus.com | JMILLS@LIBERTYMO.GOV |
6. **Subcontracting**
PCG may subcontract work under this Agreement to one or more of its affiliate companies.
7. **Standards of Conduct**
PCG shall comply with all applicable laws, rules, regulations, and standards of ethical conduct, including those relating specifically to the performance of the Contracted Services under this Agreement.
8. **Relationship of the Parties**
- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee of PROVIDER.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall pay all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by PROVIDER to its employees. PROVIDER will deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.

- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to PROVIDER employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - d. PCG has no authority to and shall not purport to bind, represent, or speak for PROVIDER or otherwise incur any obligation on behalf of PROVIDER for any purpose unless expressly authorized by PROVIDER.
- 9. **Record Maintenance**

With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
- 10. **Assignment**

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, or sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
- 11. **Proprietary or Confidential Information**

For purposes of fulfilling its obligations under this Agreement, one party ("Disclosing Party") may convey to the other party ("Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.

 - a. "Proprietary or Confidential Information" is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term "Proprietary or Confidential Information" shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as "confidential" or "proprietary" by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term "Proprietary or Confidential Information" includes the original information provided by Disclosing Party as well as all copies.
 - b. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when

received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.

- c. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- d. The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
- e. The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f. All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.
- g. If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.
- h. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.

- j. The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k. If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:
 - i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
 - ii. Consult with the Disclosing Party on the appropriate response to the request;
 - iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
 - iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- j. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
- k. The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
- l. Other than as set forth above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.

12. As-Is Information and Data

The parties agree and acknowledge that PCG will receive all information and data from PROVIDER on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from PROVIDER, nor for any inaccuracies or mistakes in the survey that result from errors or omissions in information received from PROVIDER. PCG is not responsible for

reviewing, evaluating, or verifying the accuracy or completeness of any information received by PROVIDER. PCG is not liable for any reimbursement, refund, or contribution should PROVIDER be subject to penalties in connection with the Contracted Services.

13. Intellectual Property

Each party retains all right of interest in any work product and all intellectual property that it conceives, devises, or develops in connection with the performance of the Contracted Services under this Agreement, or that it owned prior to execution of this Agreement, except as may be specifically assigned or transferred in a written contract. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

14. Conflicts of Interest

The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for PROVIDER and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

15. Waiver

The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

16. Entire Agreement

This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.

17. Amendment

This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

18. Severability

If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

19. Applicable Law and Venue

This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of Missouri, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of the State of Missouri shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.

20. Miscellaneous

- a.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY,

FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.

- b.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED \$35,000 IN THE AGGREGATE.
- c.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- d.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- e.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement, nor the meaning of any provisions hereof.
- f.** Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PUBLIC CONSULTING GROUP LLC

CITY OF LIBERTY

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

**ATTACHMENT A
CONTRACTED SERVICES**

- A. PROVIDER provided at least one Medicare ground ambulance transport in the calendar year of 2017, is enrolled to receive Medicare payments, and received notification from CMS of its required participation in the Medicare Ground Ambulance Data Collection Survey (the “Survey”). PROVIDER must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- B. This Survey requests individual providers to submit data to CMS that relates to organizational characteristics, utilization, costs and revenue. The data may be used by CMS to evaluate the adequacy of Medicare payment rates for ground ambulance services, to inform future Medicare rate changes, and possible payment system reforms.
- C. PCG shall be familiar with the Medicare Ground Ambulance Data Collection Survey and all the rules, regulations and requirements associated with the Survey.
- D. PCG shall have the knowledge, skills, and ability to fully complete the required data survey to the Center of Medicaid and Medicare Services (CMS) within the time frame prescribed by CMS.
- E. PCG shall have knowledge and experience in the completion of all 13 Sections of the “Instrument” Survey.
- F. PCG shall keep PROVIDER informed of all updates relating to the Survey.
- G. PCG will prepare and audit the completed Survey and its supporting documentation in accordance with the Medicare principles of reimbursement that include but are not limited to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and other relevant documents which provide regulatory guidance on allowable costs and provider charges.
- H. PCG will submit the final report and supporting documentation, if allowable by proxy, via the Centers for Medicare and Medicaid Services (CMS) web-based portal; if not allowable, PROVIDER will submit the final report and supporting documentation. A final copy of the survey, work papers and methodologies for filing the Survey will be submitted to PROVIDER.
- I. The Contracted services that PCG will provide for the Survey will apply to one (1) National Provider Identifier (NPI) for one (1) 12-month reporting period, defined as January 1, 2023 to December 31, 2023, followed by a 5-month data collection/submission period commencing on May 31, 2024.

**ATTACHMENT B
COMPENSATION**

In consideration for the Contracted Services, PCG shall be paid \$35,000. PCG will invoice PROVIDER within thirty (30) days of the start of the PROVIDER's collection period for the Medicare Ground Ambulance Data Collection Survey. PROVIDER will remit payment to PCG within thirty (30) days of invoice receipt.



CITY COUNCIL ACTION REPORT

Meeting Date: March 25, 2024

A/R No.: 2024-443

Department: Parks & Recreation

Submitted By: BJ Staab, Director Parks & Recreation

Subject: RESOLUTION APPROVING THE RENAMING OF CLAY RIDGE PARK TO RUTH EWING PARK

Summary:

- The Liberty Parks and Recreation Advisory Board proposes changing the name of Clay Ridge Park, located on the northeast corner of Ruth Ewing Road and Claybrooke Drive, to Ruth Ewing Park.
- The name "Ruth Ewing Park" meets the guidelines for naming or renaming a park as set forth in the "Liberty Parks and Recreation Park Naming Policy" as it applies to Section II, Number 1, "An adjacent street to the park," and Number 4, "A significant historical feature, event, or person."
- Liberty citizens have expressed interest in adding more historical markers to parks and trails. In response, the Parks Department will place an historical marker telling the history of Ruth Ewing's contributions to our City in Clay Ridge Park in 2024. It makes sense that such a marker should be placed in a park bearing her name.
- Ruth Ewing made significant contributions to the City of Liberty and, therefore, is worthy of being honored by having a park named for her.

Background:

Ruthie Moore Ewing was one of Liberty's first citizens, coming here with her grandfather Andrew Robertson before Liberty was a town. She started one of Liberty's first schools, teaching her own and neighboring children and paying tuition for those who could not afford it. Students of the Ruth Ewing School included some of Liberty's most prominent names, such as Withers, Petty, Rooney and Lightburne.

The school building was destroyed three times over the years, but the school itself continued to thrive until 1950 when it was annexed by the Liberty School District. Its final location was on the northwest corner of Ruth Ewing Road and Claybrooke Drive, directly across the street from the park.

Ruth made another significant contribution to Liberty. She started a Sunday school in the same building that housed the school. Soon she partnered with leaders of the Second Baptist Church to officially form the Ruth Ewing Sunday School, which flourished for over one hundred years. In 1946, it combined with a nearby Bible study group and became the Ruth Ewing Chapel. In 1956, members of the chapel became the founding congregation of South Liberty Baptist Church, which still thrives today. In addition to providing opportunities to learn and worship, the Ruth Ewing School served the close-knit South Liberty community with a gathering place for social and cultural events.

Many Liberty residents drive Ruth Ewing Road regularly without knowing who she was or the contributions she made to our town. A historical marker will bring her story to light, and it should be located in a park that honors her legacy.

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: 03/14/2024

Financial Considerations:

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

Attachments:

1. Resolution Approving Renaming of Clay Ridge Park

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENAMING OF CLAY RIDGE PARK TO RUTH
EWING PARK

WHEREAS, the existing Clay Ridge Park is located on the northeast corner of Ruth Ewing Road and Claybrooke Drive; and

WHEREAS, the name "Ruth Ewing Park" meets the guidelines for naming or renaming a park as set forth in the "*Liberty Parks and Recreation Park Naming Policy*"; and

WHEREAS, Liberty citizens have expressed interest in adding more historical markers to parks and trails; and

WHEREAS Ruth Ewing made significant contributions to the City of Liberty and, therefore, is worthy of being honored by having a park named for her; and

WHEREAS, the Park Board recommends that City Council approve the document;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the Clay Ridge Park be renamed to Ruth Ewing Park.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 25, 2024

A/R No.: 2024-446

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: MEMORANDUM ON MUNICIPAL SEPARATE STORM SEWER SYSTEM
(MS4) AUDIT AND GENERAL PROGRAM UPDATE

Summary:

- Staff are required to give program updates to the City Council annually.
- Staff submitted the 2023 MS4 Report on February 26, 2024.

Background:

The City of Liberty operates under State Municipal Separate Storm Sewer System (MS4) permit #MOR04C027. This permit is a compliance requirement of the City of Liberty under the national Clean Water Act - National Pollution Discharge Elimination System (NPDES) program administered by the EPA. Our permit allows discharges into tributaries of Little Shoal Creek, Rush Creek, Town Branch and Fishing River. The permit was issued on November 1, 2021, and expires September 30, 2026. The memo attached serves the purpose of updating the City Council and City Administration on the status of our program.

Previous Action (if applicable):

NA

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
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. 4.2.F_2024_Q1_Memo

2. 2023 Liberty MS4 annual report form - signed jf



To: Mayor, City Council, City Administrator
From: Sherri McIntyre, P.E., Director of Public Works
Subject: Update on City's Stormwater General Operating Permit
Date: March 11, 2024

The City of Liberty is under State Municipal Separate Storm Sewer System (MS4) permit #MOR04C027. This permit is a compliance requirement of the City of Liberty under the national Clean Water Act - National Pollution Discharge Elimination System (NPDES) program administered by the EPA. Our Permit allows discharges into tributaries of Little Shoal Creek, Rush Creek, Town Branch and Fishing River. The permit was issued on November 1, 2021 and expires September 30, 2026.

As part of our permit requirements staff is required to provide an update to City Council at minimum once annually.

The City submitted its annual status report to MoDNR for calendar year 2023 on February 26, 2024. The report detailed our compliance with the permits requirements and highlighted our efforts within the 6 MCMS which are:

1. MCM 1 – Public Education and Outreach
2. MCM 2 – Public Participation
3. MCM 3 - IDDE
4. MCM 4 – Construction Site Stormwater Runoff Control
5. MCM 5 – Post Construction Stormwater Management
6. MCM 6 – Pollution Prevention and Housekeeping

Items which the City documented within our report were:

- Maintained stormwater education information on the City web site
- Posted stormwater education information on Facebook nine times
- Had developers install new stormwater inlet structures with permanent embossing “No Dumping, Drains to Stream” message;
- Worked with Scouts to mark or verify the markings on over 50 existing inlets with the “No Dumping” message;
- Distributed over 200 door hangers with information primarily targeted at reducing illicit discharges;
- Hosted or assisted over a dozen cleanup events;
- Continued our yard waste collection program;
- Continued to encourage citizens to dispose of their household hazardous waste in the metro-wide program resulting in almost 52,000 pounds of waste being collected from Liberty residents;

- Continued the prescription drug takeback program with about 151 pounds of prescription drugs collected for disposal;
- Continued Dog Waste Disposal Program with the Parks Department providing about 60,000 bags to stock 21 pet waste stations throughout the City;
- Continued to update the GIS map of the stormwater system with over 14,000 feet of pipe added;
- Completed field screening of 73 outfalls;
- Addressed 6 illicit discharge reports;
- Ensured that the City's sanitary sewers were not contributing any pollutants to the MS4 by inspecting over 66,000 feet of sewers with CCTV;
- Over 400 miles of street were swept;
- Over 400 man hours were spent cleaning catch basins



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM

**MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) ANNUAL
STORMWATER MANAGEMENT PROGRAM REPORT FOR
COMPREHENSIVE PERMIT (MOR04C)**

FOR OFFICE USE ONLY

PROJECT ID NUMBER

DATE RECEIVED

Part A – MS4 PERMIT HOLDER INFORMATION

1. MS4 NAME City of Liberty	2. NPDES PERMIT NUMBER #MOR04C027	3. MS4 UNIQUE ID NO. (If applicable – co-permittees only) N/A	
4. ADDRESS 101 E. Kansas	5. CITY Liberty	6. STATE MO	7. ZIP CODE 64068
8. TELEPHONE NUMBER WITH AREA CODE 816-439-4500	9. NAME OF MS4 CONTACT PERSON Joshua Martinez, I.E.		
10. EMAIL OF MS4 CONTACT PERSON jmartinez@libertymo.gov			
11. Is the MS4 contact person listed above different from the most recent MS4 stormwater management program annual report? ☐ Yes ☒ No			
12. Have any areas of the MS4 been added or removed from the MS4 jurisdiction due to annexation or other legal means since the most recent permit application (renewal, new, modification), or most recent MS4 stormwater management program annual report? ☐ Yes ☒ No If Yes , please provide a map along with a brief description as an attachment.			

Part B – REPORTING REQUIREMENTS

1. Is your MS4 subject to a TMDL? ☐ Yes ☒ No If Yes , you are required to submit the MS4 ARAP report annually. Reports are due Feb. 28 each year. See Part F of this form.
2. Is your MS4 newly permitted (i.e., is this your first MS4 permit)? ☐ Yes ☒ No
3. If you are part of a co-permitted MS4 permit, will each co-permitted MS4 submit an individual stormwater management program report, or a combined MS4 stormwater management program report? ☒ Individual ☐ Combined
4. Reporting period year (i.e., the previous year from January 1 st to December 31 st) BEGINNING: <u>January 1, 2023</u> ENDING: <u>December 31, 2023</u>

Part C – STORMWATER MANAGEMENT PROGRAM PARTNERS

1. If another governmental entity implements any BMPs or MCMs for your stormwater program, please provide the following: a. Name of the government entity; b. Name of the primary contact for the government entity; c. Contact information (i.e., address, city, ZIP code, state, and phone number); and d. Specific best management practices or minimum control measures being implemented by the government entity. It is the responsibility of the permittee to provide all information under this report regardless if programmatic BMPs or MCMs are being implemented by another governmental entity. If an entire MCM is being implemented by an alternative governmental entity, please indicated that under the appropriate MCM below.
2. Does the permittee currently utilize, or is working towards develop of an Integrated Plan? ☐ Yes ☒ No If Yes , please provide a summary of the status of the Integrated Plan.

PART D – MINIMUM CONTROL MEASURES, BEST MANAGEMENT PRACTICES, AND MEASURABLE GOALS EVALUATION

An attachment is necessary for many items under the MCMs below to provide information regarding the progress toward achieving the statutory goal of reducing the discharge of pollutants to the MS4 to the maximum extent practicable to the MS4. Provide additional informative data, success stories, and experiences that support the successful implementation of your stormwater management plan (SWMP).

MCM 1. Public Education and Outreach

1. (4.1.A) Who are the target audiences? <u>Residents and Businesses (developers/contractors especially)</u> Were any changes made to target audiences during reporting period? ☐ Yes ☒ No
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2. (4.1.B) What are the target pollutants? Typical urban SW pollutants (IDDE, HHW, Pet waste), construction site pollutants Were any changes made to target pollutants during reporting period? ☐ Yes ☒ No
3. (4.1.C) Were any changes made to educational resources to be used as BMPs (materials, postings, etc.) in conjunction with the selected pollutants for the selected target audiences during reporting period? ☐ Yes ☒ No If Yes, please include an attachment describing changes.
4. (4.1.D, 4.1.E) Were any changes made to involvement activities, or support to be used as BMPs (events, activities, etc.) in conjunction with the selected pollutants for the selected target audiences during reporting period? ☐ Yes ☒ No If Yes, please include an attachment describing changes
5. (4.1.F) Were all BMPs for MCM 1 evaluated during reporting period? ☒ Yes ☐ No If No, please include an attachment describing what BMPs were not evaluated and why.
6. Were the measurable goals for all BMPs for MCM 1 successfully reached? ☒ Yes ☐ No If No, were the measurable goals or BMPs evaluated/modified in an effort for success in the next reporting period? ☒ Yes ☐ No For each of the BMPs under this MCM, please provide a brief summary of how the measurable goals were achieved and documented. For any BMPs where the measurable goals were not achieved, provide a brief summary of how the BMP evaluated/modified in an effort for success in the coming reporting year.
7. Were the BMPs for MCM 1 determined effective/successful for this reporting period? ☒ Yes ☐ No If No, were the BMPs determined to be ineffective/unsuccessful evaluated for modification or replacement? ☒ Yes ☐ No
8. Were any changes made to MCM 1 during the reporting period that were not covered above, including the addition of programmatic BMPs? ☐ Yes ☒ No If Yes, please include an attachment describing changes.
MCM 2. Public Involvement and Participation
1. (4.2.A, 4.2.B, 4.2.C) Completing 4.2.A-4.2.C in this form is only applicable during permit renewal OR as a result of major modification to the SWMP. If neither of these apply during this reporting period, please check N/A here and skip to 3 below. ☒ N/A
2. Was a public notice period held during reporting period? ☐ Yes ☐ No Was the public notice posted on the MS4 website? ☐ Yes ☐ No Was a public information meeting held for the public notice during this reporting period? ☐ Yes ☐ No If Yes, what was the attendance for the meeting? _____ Were any comments received? ☐ Yes ☐ No If Yes, how many? _____
3. (4.2.D) Were any changes to publicly available method to accept public inquiries, or concerns, and to take information provided by the public about stormwater and stormwater related topics made during reporting period? ☐ Yes ☒ No If Yes, please include an attachment describing changes.
4. Were all BMPs and tracking methods for 4.2.D evaluated during reporting period? ☒ Yes ☐ No If No, please include an attachment describing what BMPs were not evaluated and why.
5. (4.2.E) Does the permittee utilize a stormwater management panel or committee during the reporting period? ☐ Yes ☒ No If Yes, was the panel or committee determined to be effective/successful for this reporting period? ☐ Yes ☐ No If the permittee does not currently utilize a stormwater management panel or committee, did the permittee evaluate the potential benefits of utilizing a stormwater management panel or committee? ☒ Yes ☐ No
6. Were any changes to 4.2.E made during reporting period? ☐ Yes ☒ No If Yes, please include an attachment describing changes.
7. (4.2.F) On what date did the permittee provide an update to the governing board on the status of, or updates on, the Stormwater Management Program, including compliance with the program for this reporting period? <u>May 8, 2023</u>
8. (4.2.I) Were all tracking mechanisms and databases for MCM 2 evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why the mechanisms were not evaluated.
9. Were the measurable goals for all BMPs for MCM 2 successfully reached? ☒ Yes ☐ No If No, were the measurable goals or BMPs evaluated/modified in an effort for success in the next reporting period? ☐ Yes ☐ No For each of the BMPs under this MCM, please provide a brief summary of how the measurable goals were achieved and documented. For any BMPs where the measurable goals were not achieved, provide a brief summary of how the BMP evaluated/modified in an effort for success in the coming reporting year.
10. Were the programmatic BMPs for MCM 2 determined effective/successful for this reporting period? ☒ Yes ☐ No If No, were the BMPs determined to be ineffective/unsuccessful evaluated for modification or replacement? ☐ Yes ☐ No
11. Were any changes made to MCM 2 during the reporting period that were not covered above, including the addition of programmatic BMPs? ☐ Yes ☒ No If Yes, please include an attachment describing changes.
12. (4.3.A) Were any changes to the storm sewer system map made during reporting period? ☒ Yes ☐ No
13. (4.3.C) Were any changes made to the ordinance for prohibition of non-stormwater into the storm sewer system during this reporting period? ☐ Yes ☒ No
14. (4.3.D) Was the measurable goal for dry weather field screening met? ☒ Yes ☐ No If No, were the measurable goals evaluated/modified in an effort for success in the next reporting period? ☒ Yes ☐ No

15. (4.3.H) Were the priority areas evaluated for this reporting period? ☒ Yes ☐ No If Yes, were the priority areas determined to be appropriate for the next reporting period? ☒ Yes ☐ No Will additional or new priority areas be identified for the next reporting period? ☐ Yes ☒ No
16. (4.3.J) Were any illicit discharge investigations conducted during this reporting period? ☒ Yes ☐ No If Yes, were the investigation procedures, response times, and tracking mechanisms determined to be appropriate for the next reporting? ☒ Yes ☐ No If No, were the BMPs determined to be ineffective/unsuccessful evaluated for modification or replacement? ☒ Yes ☐ No
17. (4.3.K) Were MCM 3 enforcement procedures evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why the procedures were not evaluated.
18. (4.3.L) Were all tracking mechanisms and databases for MCM 3 evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why the mechanisms were not evaluated.
19. (4.3.M, 4.3.Q) Were all outreach and internal training procedures for MCM 3 evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why the procedures were not evaluated.
20. Were the measurable goals for all BMPs for MCM 3 successfully reached? ☒ Yes ☐ No If No, were the measurable goals or BMPs evaluated/modified in an effort for success in the next reporting period? ☒ Yes ☐ No For each of the BMPs under this MCM, please provide a brief summary of how the measurable goals were achieved and documented. For any BMPs where the measurable goals were not achieved, provide a brief summary of how the BMP evaluated/modified in an effort for success in the coming reporting year.
21. (4.3.N - 4.3.R) Were the programmatic BMPs for MCM 3 determined effective/successful for this reporting period? ☒ Yes ☐ No If No, were the BMPs determined to be ineffective/unsuccessful evaluated for modification or replacement? ☐ Yes ☐ No
22. Were any changes made to MCM 3 during this reporting period that were not covered above, including the addition of programmatic BMPs? ☐ Yes ☒ No If Yes, please include an attachment describing changes.
MCM 4. Construction Site Stormwater Runoff Control
1. (4.4.A) Were any changes to the ordinance for construction site stormwater made during this reporting period? ☐ Yes ☒ No If Yes, please include an attachment describing changes.
2. (4.4.B) Were the pre-construction plan review procedures evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why the review procedures were not evaluated.
3. (4.4.C) Were the procedures for construction site inspections, evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why the procedures were not evaluated.
4. (4.4.D) Were construction site enforcement procedures evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why the procedures were not evaluated.
5. (4.4.E) Were the procedures for requiring construction site operators to conduct site inspections evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why the procedures were not evaluated.
6. (4.4.F, 4.4.G) Were all tracking mechanisms and databases for MCM 4 evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why the mechanisms and/or databases were not evaluated.
7. (4.4.J) Were all procedures for public submittal of concerns or information related to construction sites evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why the procedures were not evaluated.
8. (4.4.K) Were all internal training procedures for MCM 4 evaluated for effectiveness during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why the procedures were not evaluated.
9. (4.4.L) Were all procedures outlining the local inspection and enforcement for MCM 4 evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why the document(s) were not evaluated.
10. Were the measurable goals for all programmatic BMPs for MCM 4 successfully reached? ☒ Yes ☐ No If No, were the measurable goals or programmatic BMPs evaluated/modified in an effort for success in the next reporting period? ☐ Yes ☐ No For each of the programmatic BMPs under this MCM, please provide a brief summary of how the measurable goals were achieved and documented. For any BMPs where the measurable goals were not achieved, provide a brief summary of how the BMP evaluated/modified in an effort for success in the coming reporting year.
11. (4.4.H, 4.4.I, 4.4.M) Were the programmatic BMPs and procedures for MCM 4 determined effective/successful for this reporting period? ☒ Yes ☐ No
12. Were any changes made to MCM 4 during the reporting period that were not covered above, including the addition of programmatic BMPs? ☐ Yes ☒ No If Yes, please include an attachment describing changes.
MCM 5. Post-Construction Stormwater Management in New Development and Redevelopment

1. (4.5.A) Were any changes to the ordinance for post-construction runoff site stormwater made during this reporting period? ☐ Yes ☒ No If Yes, please include an attachment describing changes.
2. (4.5.B) Were any changes to the permittee's strategy to minimize water quality impact made during this reporting period? This includes any policy or ordinance changes to either structural or non-structural controls. ☐ Yes ☒ No If Yes, please include an attachment describing changes.
3. Were all strategies (programmatic BMPs) for 4.5.B evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing what BMPs were not evaluated and why.
4. (4.5.C) Were the pre-construction plan review procedures evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why these procedures were not evaluated.
5. (4.5.D) Were procedures for long-term operation and maintenance of the post-development BMPs evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why these procedures were not evaluated.
6. (4.5.E) Were the procedures for inspections or requiring inspections, evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why these procedures were not evaluated.
7. Were the measurable goals for all BMPs for 4.5.E successfully reached? ☒ Yes ☐ No If No, were the measurable goals evaluated/modified in an effort for success in the next reporting period? ☐ Yes ☐ No
8. (4.5.F, 4.5.G) Were compliance and enforcement procedures evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing what BMPs were not evaluated and why.
9. (4.5.H) Was the inventory of all post-construction BMPs, including the tracking mechanism, evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why these procedures were not evaluated.
10. (4.5.I) Were all tracking mechanisms for post-construction BMP inspections, including the tracking mechanism, evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing why these procedures were not evaluated.
11. (4.5.L) Were all training procedures for inspections evaluated for effectiveness during this reporting period? ☒ Yes ☐ No No, please include an attachment describing why these procedures were not evaluated
12. Were the measurable goals for all programmatic BMPs for MCM 5 successfully reached? ☒ Yes ☐ No If No, were the measurable goals or programmatic BMPs evaluated/modified in an effort for success in the next reporting period? ☐ Yes ☐ No
For each of the BMPs under this MCM, please provide a brief summary of how the measurable goals were achieved and documented. For any BMPs where the measurable goals were not achieved, provide a brief summary of how the BMP evaluated/modified in an effort for success in the coming reporting year.
13. (4.5.J, 4.5.K, 4.5.M) Were programmatic BMPs and procedures for MCM 5 determined effective/successful for this reporting period? ☒ Yes ☐ No If No, were the programmatic BMPs determined to be ineffective/unsuccessful evaluated for modification or replacement? ☐ Yes ☐ No
14. Were any changes made to MCM 5 during the reporting period that were not covered above, including the addition of programmatic BMPs? ☐ Yes ☒ No If Yes, please include an attachment describing changes.
MCM 6. Pollution Prevention/Good Housekeeping for Municipal Operations
1. (4.6.A) Did the permittee maintain and utilize an employee training program for MS4 municipal operations staff? ☒ Yes ☐ No What date or dates was the training held during this reporting period? <u>September to November, 2023</u>
2. Were any changes to the training program made during reporting this period? ☐ Yes ☒ No If Yes, please include an attachment describing changes.
3. (4.6.B) Were the following topics covered during training for this reporting period? • Vehicle and equipment washing; ☒ Yes ☐ No ☐ Not applicable • Fluid disposal and spills; ☒ Yes ☐ No ☐ Not applicable • Fleet, equipment, and building maintenance; ☒ Yes ☐ No ☐ Not applicable • Park, open space maintenance procedures (including fertilizer, herbicide, pesticide application); ☒ Yes ☐ No ☐ Not applicable • New construction, road maintenance, and land disturbances; ☒ Yes ☐ No ☐ Not applicable • Stormwater system maintenance; ☒ Yes ☐ No ☐ Not applicable • MS4 operated salt and de-icing operations; ☒ Yes ☐ No ☐ Not applicable • Fueling; ☒ Yes ☐ No ☐ Not applicable • Solid waste disposal; ☒ Yes ☐ No ☐ Not applicable • Street sweeper operations; ☒ Yes ☐ No ☐ Not applicable • Illicit Discharges; ☒ Yes ☐ No ☐ Not applicable
4. (4.6.C) Were training materials, written procedures for the training program, and a schedule for topics evaluated during this reporting period? ☒ Yes ☐ No If No, please include an attachment describing what BMPs were not evaluated and why.

5. **(4.6.D)** Was a list of municipal operations/facilities impacted by the MS4 permit maintained and evaluated during this reporting period?
☒ Yes ☐ No

6. **(4.6.E)** Was a list of all industrial facilities owned or operated by the permittee which are subject to NPDES permits for discharges of stormwater associated with industrial activity, maintained and evaluated during this reporting period? ☒ Yes ☐ No

7. **(4.6.F)** Were controls and procedures for reducing or eliminating the discharge of floatables and pollutants from municipal facilities evaluated during this reporting period? ☒ Yes ☐ No
 If **No**, please include an attachment describing what elements and procedures were not evaluated and why.

8. Were inspections conducted on these facilities at minimum annually? ☒ Yes ☐ No

9. Were the stormwater control measures and other programmatic BMPs for **4.6.E** determined effective/successful for this reporting period?
☒ Yes ☐ No
 If **No**, were the BMPs, and procedures determined to be ineffective/unsuccessful evaluated for modification or replacement?
☐ Yes ☐ No

10. **(4.6.G)** Were procedures for proper disposal of waste removed from the MS4 structures and areas of jurisdiction evaluated during this reporting period? ☒ Yes ☐ No
 If **No**, please include an attachment describing why the procedures were not evaluated.

11. **(4.6.H)** Was washing of municipal vehicles and/or equipment taking place on a facility owned and/or operated by the permittee during this reporting period? ☒ Yes ☐ No
 If **Yes**, were procedures for proper disposal of wash water evaluated during this reporting period? ☒ Yes ☐ No
 If **No**, please include an attachment describing what procedures were not evaluated and why.

12. **(4.6.I)** Did the permittee maintain written Stormwater Pollution Prevention Plans or an Operations and Maintenance Manual for all applicable MS4 facilities during this reporting period? ☒ Yes ☐ No
 If **No**, please include an attachment describing why the document(s) were not created and/maintained.

13. Did the permittee evaluate the results, controls, and inspection procedures to ensure compliance with the permit and determine if changes are needed? This evaluation may also aid in finding priority areas or pollutants in relation to MCM 3, or adding more education in relation to MCM 1. ☒ Yes ☐ No
 If **No**, please include an attachment describing what BMPs were not evaluated and why.

14. **(4.6.J)** Were any new flood management projects reviewed or begun during this reporting period? ☐ Yes ☒ No
 If **Yes**, were procedures used to determine if there are impacts to water quality for the new project? ☒ Yes ☐ No

15. Were the measurable goals for all BMPs for MCM 6 successfully reached? ☒ Yes ☐ No
 If **No**, were the measurable goals evaluated/modified in an effort for success in the next reporting period? ☒ Yes ☐ No

For each of the BMPs under this MCM, please provide a brief summary of how the measurable goals were achieved and documented. For any BMPs where the measurable goals were not achieved, provide a brief summary of how the BMP evaluated/modified in an effort for success in the coming reporting year.

16. **(4.6.K, 4.6.L, 4.6.M)** Were BMPs for MCM 6 determined effective/successful for this reporting period? ☒ Yes ☐ No
 If **No**, were the BMPs determined to be ineffective/unsuccessful evaluated for modification or replacement? ☐ Yes ☐ No

17. Were any changes made to MCM 6 during the reporting period that were not covered above? ☐ Yes ☒ No
 If **Yes**, please include an attachment describing changes.

Part E – MONITORING DATA WATER SAMPLE(S) ANALYSIS

Please include monitoring data collected during the reporting period.

PARAMETER OR INDICATOR	FREQUENCY (Ongoing monitoring or single diagnostic event or date)	RESULT	DRY WEATHER SAMPLE?	WET WEATHER SAMPLE?
N/A			☐ Yes ☐ No	☐ Yes ☐ No
			☐ Yes ☐ No	☐ Yes ☐ No
			☐ Yes ☐ No	☐ Yes ☐ No
			☐ Yes ☐ No	☐ Yes ☐ No

1. Are any of the parameters being sampled due to the MS4 being subject to an established or approved Total Maximum Daily Load?

☐ Yes ☐ No

If **Yes**, please indicate the parameter/pollutant.

2. Does the data support water quality attainment or support trend data toward water quality attainment? ☐ Yes ☐ No If Yes , please describe.	
Part F – TOTAL MAXIMUM DAILY LOAD (TMDL) ASSUMPTIONS AND REQUIREMENTS ATTAINMENT (ARAP) PLAN	
1. Is your MS4 subject to an established or approved TMDL? ☐ Yes ☒ No If No , please continue to Part G of this report.	
2. Has the permittee submitted the TMDL ARAP to the Department for review and approval? ☐ Yes ☐ No If No , please submit the annual status report providing a brief update on the status of completion of the TMDL ARAP per 6.1.H of the permit.	
PART G – SUBMIT REPORT TO:	
The facility must register in the Department's eDMR system through the Missouri Gateway for Environmental Management (MoGEM) before the first report is due. Registration and other information regarding MoGEM can be found at; MoGEM Splash Page . Information about the eDMR system can be found at eDMR Splash Page . To access the eDMR system, use: MoGEM Login . For assistance using the eDMR system, contact edmr@dnr.mo.gov or call 855-789-3889 or 573-526-2082.	
OPTIONAL QUESTIONS REGARDING MILITARY SERVICE	
Have you or an immediate family member ever served in the U.S. Armed Forces?	☐ Yes ☐ No
If yes, would you like information about military-related services in Missouri?	☐ Yes ☐ No
PART H - CERTIFICATION	
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.	
SIGNATURE OR PERMITTEE (LEGALLY RESPONSIBLE PERSON) John Findlay, P.E. City Engineer 2024.02.26 13:40:39-06'00'	DATE SIGNED 2/13/24
NAME (PRINTED OR TYPED) John Findlay, P.E.	TITLE City Engineer

MO 780-3009 (12-22)