



Agenda

City Council Regular Session

Monday, September 23, 2024 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. Council Member Jeff Watt

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

A. Regular Session Minutes of August 12, 2024

B. Regular Session Minutes of August 26, 2024

VI. Meeting Schedule

VII. Consent Agenda

A. Resolution Approving a Temporary Event Liquor License for the Soroptimist International Fall Fashion Show Fundraiser event at St. James Church, 309 S. Stewart Road, Liberty, MO on Saturday, October 19, 2024

VIII. Public Hearings

A. Resolution of the City Council of the City of Liberty, Clay County, Missouri Adopting the Downtown Revitalization Vision Plan; Phase One, Infill Concept Plan for the City (P&Z Case 24-34A)

B. Resolution Granting a Certificate of Appropriateness for the Construction of a New Mixed-Use Building at 1-11 N. Water Street, Liberty Square Historic District

IX. Ordinances, Contracts and Resolutions

A. Ordinance Acknowledging Vendor Payments for the Period of August 30, 2024 to September 13, 2024

B. Ordinance Establishing the 2024 Ad Valorem Tax Levies for City Operations for the 2025 Budget Year (2nd Reading)

C. Ordinance Approving an Agreement for the City of Liberty Project 24-009, Liberty City Park Sidewalk Network Project with Transystems Corporation in an amount not to exceed \$408,818.00

D. Ordinance Disclaiming and Abandoning of a Public Water Easement for Withers Farms Senior Living

E. Ordinance Accepting a Public Water Main Easement for Withers Senior Living Located at 2187 South Withers Road in Liberty, Missouri

- F. Ordinance Approving a Reimbursement Agreement for Preliminary Engineering Services with Union Pacific Railroad Company for the Birmingham Road Bridge and Railroad Grade Separation Project in an amount not to exceed \$25,000.00.
- G. Ordinance Approving an Agreement for Phase 1 of the City Hall Police and MEP Study and Design Project (#PW-24-020) with Hoefer Welker, LLC in an amount not to exceed \$215,900.00
- H. Resolution Accepting the Storm Sewer, Sanitary Sewer and Water Main Improvements for the Withers Farm Senior Living Project
- I. Resolution Authorizing the Mayor to Execute a Rehabilitation Agreement with the Liberty Commons Community Improvement District
- J. Resolution Authorizing Acceptance of a Financial Assistance Agreement with The Missouri Department of Natural Resources for the Reimbursement of Cost for Use of Recycled Materials for the Playground Safety Surface at the Playground off of Park Lane in Westboro/Canterbury Park

X. Other Business

- A. Boards and Commissions Reappointments
 - 1. Enhanced Enterprise Zone Board
 - a. Reappoint Ralph Boots to a term expiring 8/1/2028.
 - b. Reappoint Wes Blanton to a term expiring 8/1/2029.
 - c. Reappoint Kenan Radar to a term expiring 8/1/2029.
 - 2. Liberty Preservation & Development Commission
 - a. Reappoint Don Altis to a term expiring 9/1/2027.
 - b. Reappoint Dail Hobbs to a term expiring 9/1/2027.
 - 3. Planning & Zoning Commission
 - a. Reappoint Walter Holt to a term expiring 1/1/2027.
 - b. Reappoint Donald Summers to a term expiring 1/1/2027.
 - c. Reappoint Judith Dilts to a term expiring 1/1/2027.
 - 4. Tax Increment Financing Commission
 - a. Reappoint Kevin Graham to a term expiring 10/31/2028.

XI. Citizens' Participation

XII. Miscellaneous Matters from City Administrator

XIII. Miscellaneous Matters from Mayor and City Council

XIV. Adjournment

For ADA access to City Hall, please use the Kansas Street entrance.



City Council Meeting

Regular Session Minutes

August 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 August 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 Pozel, who then led the pledge of allegiance.

III. ROLL CALL

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

Council Members Absent: Adam Travis, Ward II

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

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

IV. PROCLAMATIONS

V. APPROVE MINUTES AND SUMMARIES

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

- A. MOTION TO APPROVE THE PURCHASE OF A 2024 FORD F-350 FOR THE WATER DISTRIBUTION DIVISION FROM CUSTOM TRUCK ONE SOURCE IN AN AMOUNT NOT TO EXCEED \$81,965.00

The Utilities department is highly dependent upon utility maintenance trucks for daily activities of the Utilities Water Distribution Division. This vehicle and equipment are necessary for the repair and maintenance of the city water distribution system. The truck is used for the maintenance and repair of water mains and other related infrastructure. The current combination service truck has been experiencing consistent break-downs/repairs and needs even more repairs to continue to operate the truck. These repairs won't fix all the issues experienced on this piece of equipment. The truck is not currently operable and needs approximately \$8,000.00 in repairs just to make it roadworthy. This places a significant restraint on maintenance and repair duties for the entire department.

The department is re-prioritizing budgeted capital vehicle purchases that will not affect the operations of the department until the next budget year to fund the purchase of this equipment.

Staff have researched and received quotes on equipment that is or will be available within a reasonable time period. Custom Truck One Source has three truck options available:

- 2024 Ford F350 Crew Cab 4x4 DRW GAS 9ft CM Service Body: \$81,965.00
- 2023 Ram 2500 Crew Cab 4x4 SRW GAS Knapheide 8' Service Body: \$79,400.00
- 2024 Ford F350 Crew Cab 4x4 DRW Diesel 9ft CM Service Body: \$94,315.00

Knapheide and Reading currently have service bodies in stock but Thoroughbred Ford and Gary Crossley Ford could not produce a truck chassis at this time and would have to order one. The total cost of building a service truck is comparable to pre-built trucks. Also, the timeline for ordering a truck is 3–6 months and then 4–6 weeks to fit the service body.

Staff recommends the purchase of the 2024 Ford F350 Crew Cab 4x4 DRW GAS 9ft CM Service Body from Custom Truck One Source in the amount of \$81,965.00. The staff chose this truck for the added tool storage and tow capacity over the Ram 2500. This equipment will be available for delivery within 4 weeks of receiving the purchase order.

Utilities will be using the \$50,960.00 of savings left in the Water Capital Fund Vehicle Purchase from the VAC truck purchase. Funds will be reallocated from savings in the Water Capital construction projects to fund the balance of the purchase.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

B. RESOLUTION APPOINTING DIRECTORS TO THE HOMESTEAD
COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS

The following individuals were nominated to serve a four (4) year term, expiring on February 6, 2029: Dan Carr, Kristi Stuedle and Mike Belew. The following individual was nominated to serve a four (4) year term, expiring on August 2, 2029: Walter Holt. The following individual was nominated to serve a four (4) year term, expiring on July 31, 2028: Mary Jane Duffey.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3406.

VIII. PUBLIC HEARINGS

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD
OF JULY 12, 2024 TO AUGUST 2, 2024

Document No. 9785 was read.

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

Roll Call

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11950.

B. ORDINANCE APPROVING AN AGREEMENT WITH MID-AMERICA
REGIONAL COUNCIL PERTAINING TO GRANT FUNDING FOR SENIOR
SERVICES FOR THE FY 2024-2025 FOR AN AMOUNT NOT TO EXCEED
\$143,250.00

Each year, the City of Liberty is awarded operating contracts by the Mid-America Regional Council (MARC) to support the Community Services Division, which includes transportation (described below), senior center administration, Meals on Wheels subsidized meals, and evidence-based health and wellness programming. All contracts are for the State FY 2024-2025.

Transportation

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

State of Missouri FY 2024/2025

Transportation Service	Not to Exceed Approved
MOW container pick up delivery (@ \$2.00 per subsidized meal)	\$22,000
Silver Center Transportation (@ \$2.89 per one-way ride)	\$15,000
Total	\$37,000

MARC contracts are reimbursed monthly based on actual use. The total 2025 operating budget for Liberty Access Bus is estimated to be \$224,571.00.

Senior Center Administration

The amount allocated by MARC for senior center administration is based on the type of senior center the City provides. By definition, the Liberty Silver Center is a community focal point. MARC has implemented a reimbursement system determined by the number and type of programs provided. Gold status centers receive \$33,000.00 to help with administrative costs. The total 2025 operating budget for the Liberty Silver Center is estimated to be \$185,083.00.

MARC has awarded the Liberty Silver Center the following:

- FY 2024/2025 Senior Center Administration - \$33,000.00

Meals on Wheels Administration

Liberty Meals on Wheels, Inc. is a private, not-for-profit program. City Staff provide administrative support to the organization and administer the MARC grant for nutrition services throughout the City of Liberty. For individuals who cannot otherwise pay for their meal, MARC will pay \$5.75 per meal. The City of Liberty retains \$1.00 per meal to assist with administrative costs, and \$4.75 is paid to Liberty Hospital to offset costs of meal production and packaging. A monthly invoice is submitted to MARC for reimbursement. This grant fully subsidizes approximately 50 people per year. The Meals on Wheels Board provides additional funding for subsidized meals if MARC funding is depleted.

MARC has awarded Liberty the following:

- FY 2024/2025 Meals on Wheels Administration - \$5.75 per meal, not to exceed \$63,250.00

Community Services | Evidence-Based Programs

MARC will reimburse Liberty at a contracted rate per completed participant (including materials) for the following evidence-based programs: Aging Mastery Program, A Matter of Balance, Enhance Fitness, Stepping On, and Walk with Ease. The total for the grant period is \$10,000.00.

Document No. 9786 was read.

Action: Council Member Phillips 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 Watt seconded the motion.

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11951.

C. ORDINANCE APPROVING AN AGREEMENT WITH MID-AMERICA REGIONAL COUNCIL PERTAINING TO GRANT FUNDING FOR SENIOR TRANSPORTATION SERVICES FOR THE FY 2024-2025 IN AN AMOUNT NOT TO EXCEED \$59,287.00

Annually, the Mid-America Regional Council (MARC) awards a transportation contract outlining expectations and funding for certain transportation services for senior residents within the City of Liberty. The City of Liberty additionally receives various grants through MARC, some also including grant funding for other types of transportation services. This contract specifically funds transportation services for riders to community destinations that may include doctor visits, grocery stores or the pharmacy free of charge.

Note: This contract does not include transportation services for trips to the Silver Center. Those trips are tracked and reimbursed at a differing rate on a separate contract with MARC.

The table below summarizes the funding offered to the City of Liberty for the State FY 2024-2025:

Service	MARC Funding Cap 10.30.3103
Transportation (\$5.48/one-way trip – Community @ \$59,287 Max)	\$59,287.00
Totals	\$59,287.00

Document No. 9787 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11952.

D. ORDINANCE OF THE CITY OF LIBERTY, MISSOURI AMENDING CHAPTER 10, SECTION 10-14, RELATING TO THE TEMPORARY MUNICIPAL JUDGE

The City of Liberty's past Municipal Judge presided over city court dockets for 39 years and had a pool of auxiliary/sub judges from which the City requested services during absences. With the retirement of the past Municipal Judge and appointment of the new Municipal Judge, the City believes streamlining its auxiliary/sub Municipal Judge's services allows for the quickest solution and most favorable outcome for the municipal court services.

Document No. 9788 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11953.

E. ORDINANCE APPOINTING S. BEAU BROUSSARD AS AUXILIARY MUNICIPAL JUDGE AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SUCH JUDICIAL SERVICES

S. Beau Broussard was vetted through a process coordinated by Liberty's Mayor, and possesses the skills, knowledge and abilities to perform the essential function of the City's Municipal Court's Auxiliary Judge.

Document No. 9789 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11954.

F. ORDINANCE APPROVING AN AGREEMENT WITH LIFE SCAN TO PROVIDE ANNUAL FIRE DEPARTMENT PHYSICALS IN AN AMOUNT NOT TO EXCEED \$38,658.00

A health and wellness committee comprised of members from both the Employer and Union shall be established to determine local standards for firefighter wellness, mandatory physicals and fitness standards accordance with NFPA 1582, 1583 and the IAFF/IAFC Joint Labor Management wellness/fitness initiative.

The Fire Department is continuously looking for opportunities to improve the health and wellness of its members and this year the department, with labor management, are continuing the rotation of department physicals required by the standards set forth in the current Collective Bargaining Agreement.

This year, according to the standards set forth in the CBA, the members that are 31 years and older will be scheduled for the physicals, which is 51 members at a cost of \$758.00 per physical.

Document No. 9790 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11955.

G. **ORDINANCE AMENDING ORDINANCE NO. 11748, APPROVING A FIVE-YEAR AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING WITH CRAWFORD, MURPHY & TILLY, INC. (CMT) BY AUTHORIZING TASK ORDER NO. 3**

In June 2024, City Public Works staff identified an area of collapsing storm sewer pipe at the intersection of Plum Rose Drive and White Oak Lane which was beyond the capacity of in-house crews to repair. Due to the proximity of the failing pipe to a residential intersection, sidewalk and ADA curb ramp and the resulting potential for further public safety hazards (such as road surface failure), the City issued an emergency authorization for On-Call Engineering firm Crawford Murphy and Tilly (CMT) to conduct a field survey in order to establish a proper scope of work and fee schedule for a Task Order. Emergency authorization of the field survey and selection of On-Call Engineering firm CMT was deemed the best option to ensure the continuous forward movement of the project. A field survey has since been completed and a scope of work and schedule of fees negotiated with CMT.

The City has a five-year on-call professional engineering services agreement with CMT that was approved by City Council on March 27, 2023, by Ordinance No. 11748. The City utilizes a "Task Order" process which defines the scope and cost of the on-call professional engineering services requested.

The current proposal for full design up to production of construction level plans is \$29,140.00.

Document No. 9791 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 Gentrup moved to approve the ordinance. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11956.

H. ORDINANCE APPROVING A CARBON REDUCTION PROGRAM (CRP) FUNDING AGREEMENT BETWEEN THE CITY OF LIBERTY, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO PROVIDE FUNDING ASSISTANCE FOR THE CONSTRUCTION OF THE LIBERTY DRIVE SIDEWALK MISSING LINK CONNECTION FEDERAL AID PROJECT CRP-3392(408) IN AN AMOUNT NOT TO EXCEED \$250,000.00

The Liberty Drive corridor is a crucial minor arterial within the City of Liberty. Liberty Drive is characterized by an extensive sidewalk network connecting Kansas Street to Flintlock Road. However, this connectivity is broken by a large gap between Wilshire Boulevard and Red Oak Lane which effectively severs citizens from the rest of the city's sidewalk network. This project would fill in that gap with ADA-compliant sidewalks and crossings.

The City of Liberty applied for funds through the Federal Carbon Reduction Program (CRP) for the following improvements:

1. ADA-compliant sidewalk and crossings along the south side of Liberty Drive between Wilshire Boulevard and Red Oak Lane.

The project is currently under design by VSM Engineering with the goal of bidding on the project for construction in early 2025.

The grant funds, which have been awarded, will be available as reimbursement for construction costs and require coordination and an agreement with the Missouri Department of Transportation (MoDOT). The awarded grant provides up to \$250,000.00. MoDOT requires an ordinance from the Local Public Agency (LPA) authorizing the City to enter into a funding agreement. The Missouri Highways and Transportation Commission CRP Agreement is attached for review and signature.

A future Council action will be required to obligate funding for the acquisition of right-of-way (ROW) and construction with a final dollar amount being determined after ROW negotiation and construction bid.

Document No. 9792 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11957.

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

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

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

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

Add stop signs on northbound and southbound S. Missouri Street at the W. Murray Road intersection, changing it from a two-way stop to a 4-way stop.

Document No. 9793 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, Ponder, Pozel, Graham, Watt, Gentrup and Hagan

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11958.

X. OTHER BUSINESS

XI. CITIZENS' PARTICIPATION

Gieselle Fest – 1407 Lynette Street, Ms. Fest asked the City Council to please stop the lawsuit for the revestment of Block 174.

Gerasim Mayden – 9411 N. Laurel Avenue, Kansas City, MO, Mr. Mayden stated he has sat in the City Council meetings and heard the Council Members talk about how great the parks are in Liberty and he would agree, they are wonderful.

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, MO, Mr. Holtzclaw stated he has family members buried in privately owned Block 174. Mr. Holtzclaw stated privately owned Block 174 was sold by his uncle John Will Hall on January 6, 1900. Mr. Holtzclaw stated this is his 95th City Council Meeting. Mr. Holtzclaw asked the City Council to please stop the lawsuit. Mr. Holtzclaw stated the Deed is in Deed Book 120, Page 36 at the Courthouse. Mr. Holtzclaw stated the lawsuit isn't what they should be worried about, it's what comes afterwards.

David Langston – 1920 Carter Court, Mr. Langston stated he agrees with the Mayor that General Forrest's name shouldn't be listed on Block 174.

David Sallee – 9531 N. Laurel Avenue, Kansas City, MO, Mr. Sallee stated he is appreciative that the Mayor and City Council Members continue to push forward with the revestment of Block 174.

AJ Byrd – 431 E. Franklin Street, Mr. Byrd stated he wanted to talk to the City Council and the public about the word "offended". Mr. Byrd stated he is offended by the Confederate Statute in Fairview Cemetery and he would like to stop being offended.

XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIV. ADJOURNMENT

The meeting adjourned at 7:55 p.m.

Mayor

Attest:

Deputy City Clerk

City Council Meeting

Regular Session Minutes

August 26, 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 August 26, 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 Phillips, who then led the pledge of allegiance.

III. ROLL CALL

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

Council Members Absent: Kevin Graham, Ward III
Michael Hagan, Ward IV

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
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Joshua Martinez, Public Works Engineer
Sarah Ranes, Deputy City Clerk

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

IV. PROCLAMATIONS

V. APPROVE MINUTES AND SUMMARIES

A. REGULAR SESSION MINUTES OF JULY 22, 2024

Council Member Phillips moved to approve the minutes as distributed. Council Member Pozel seconded the motion, which carried 5-0-1. Council Member Travis abstained due to absence.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

VIII. PUBLIC HEARINGS

- A. ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING 14.8 ACRES AT 2135 MANOR WAY TO R-1C, "STANDARD SINGLE-FAMILY RESIDENTIAL" DISTRICT FOR LIFE UNLIMITED'S THE TRAILS NEIGHBORHOOD (P&Z CASE 24-22R&PDP)

This is an application to rezone 14.8 +/- acres from R-1A, "Suburban Residential District" (UDO Section 30-46) to R-1C, "Standard Single-Family Residential District" (UDO Sec. 30-49) to allow Life Unlimited to construct a single-family subdivision containing 30 lots, north of their existing facilities at 2135 Manor Way. The proposed rezoning to the R-1C District would allow for detached-single family dwellings on lots with a minimum area of 8,000 square feet, a minimum lot width of 70 feet, and a minimum lot depth of 110 feet (refer to the table below for a comparison of the R-1A and R-1C District minimum lot requirements).

Zoning Lot Requirements	R-1A District (Existing)	R-1C District (Proposed)
Minimum Lot Area	Three acres	8,000 square feet
Minimum Lot Width	200 feet	70 feet
Minimum Lot Depth	110 feet	110 feet

This application contains two variance requests:

1. A variance to reduce the required buffer adjacent to an arterial roadway from 100 feet to 50 feet (UDO Sec. 30-93.6(2)); and
2. A variance to exceed Code's maximum cul-de-sac length of 800 feet by approximately eight feet, for an approximate cul-de-sac length of 808 feet (UDO Sec. 30-93.1(4)).

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. 9794 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11959.

B. ORDINANCE AMENDING CHAPTER 30, "UNIFIED DEVELOPMENT ORDINANCE", OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 24-27A)

In Section 30-80.1 (7) b, the UDO addresses the keeping of hens in residential districts, allowing for the keeping of up to six hens on residential property. These regulations are not applicable to agricultural properties and are intended to regulate the keeping of livestock on residential property less than 2/3 of an acre. Within the Code, certain limitations are detailed, such as the prohibition of roosters. Staff proposes to add "crowing hens" to the list of prohibited types of fowl due to complaints of disruptive crowing in residential neighborhoods.

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. 9795 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11960.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD OF AUGUST 2, 2024 TO AUGUST 16, 2024

Document No. 9796 was read.

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

Roll Call

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11961.

B. RESOLUTION APPROVING A PRELIMINARY PLAT FOR THE TRAILS NEIGHBORHOOD, APPROXIMATELY 14.8 ACRES AT 2135 MANOR WAY, A SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 24-23PP)

This is a preliminary plat application for The Trails Neighborhood, a new single-family subdivision to include 30 buildable lots and six common area Tracts (A through F), which have been proposed to be used for stormwater infrastructure, to maintain existing open space and recreational areas, and to meet certain open space and landscaping requirements as dictated by Code. All common area Tracts and associated open space would be maintained by a Homeowners Associations (HOA).

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3407.

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

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

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

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

Document No. 9797 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11962.

- D. ORDINANCE AMENDING ORDINANCE NO. 11770, AMENDING AN AGREEMENT WITH JCI INDUSTRIES, INC. FOR MBT 1 IMPROVEMENTS INCREASING THE AMOUNT BY \$10,000.00 FROM \$1,090,000.00 FOR AN AMOUNT NOT TO EXCEED \$1,100,000.00

Ross Construction recently discovered that the piping for Digester 1 and 2 was getting clogged within the waste water facility system. Ignoring this issue could cause flow issues, and costly vendor call-outs to flush the line due to clogging.

The change order adds the purchase and installation of two butterfly valves, Vanstone flanges, schedule 80 tee, fire hose connection, and pipe hangers for the purpose of creating a flushing system that will allow staff to perform preventive maintenance. Cost of the change order is \$10,000.00 and work will be completed by Ross Construction, which is the subcontractor for JCI for the MBT 1 Improvement contract.

The system would allow staff to connect one end of a fire hose to a plant water hydrant (which is already isolated from drinking water piping) with the other end connecting to the fire connection on the flush assembly. Staff would turn on the hydrant, open the butterfly valve on the assembly, and flush the line until all debris is removed.

Document No. 9798 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11963.

- E. ORDINANCE AMENDING ORDINANCE NO. 11891 APPROVING CHANGE ORDER NO. 2 WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR CITY OF LIBERTY PROJECT 24-002 2024 STREET MAINTENANCE PAVEMENT RESTORATION BY DECREASING THE AMOUNT BY \$72,750.81 FROM \$1,397,858.60 FOR AN AMOUNT NOT TO EXCEED \$1,325,108.02

The 2024 Street Maintenance Pavement Restoration Project for the amount of \$1,288,692.00 was awarded to Superior Bowen Asphalt Company, LLC, on March 11, 2024 (Ordinance No. 11891).

The project involved the milling and overlaying of City streets with over 10,600 tons of asphaltic concrete material. City streets restored included B Hwy, H Hwy and Lightburne Street.

A contract amendment raising the contract amount to \$1,397,858.60 was approved by the City Council on May 13, 2024 (Ordinance No. 11926). The amendment increased the project scope to include the restoration of 104th Street.

This action decreases the contract amount by \$72,750.58 from \$1,397,858.60 to \$1,325,108.02. This amendment is required to:

- Incorporate additional agreed to line items of work which were not in either the original contract or first amendment; and
- Reconcile all line item costs from estimated quantities to final installed quantities.

Document No. 9799 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11964.

- F. A RESOLUTION ACCEPTING THE 2024 STREET MAINTENANCE PAVEMENT RESTORATION PROJECT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC

The 2024 Street Maintenance Pavement Restoration Project was awarded to Superior Bowen Asphalt Company, LLC, on March 11, 2024 (Ordinance No. 11891). The project involved the milling and overlaying of City streets with over 10,600 tons of asphaltic concrete material. City streets restored included B Hwy., H Hwy. and Lightburne Street. A contract amendment was approved by the City Council on May 13, 2024 (Ordinance No. 11926) to increase the project scope to include the restoration of 104th Street.

All contract work has been completed by Superior Bowen in accordance with City standards, specifications and contract requirements. This action accepts the 2024 Street Maintenance Pavement Restoration Project, thus allowing release of retainage which has been held per the project contract.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3408.

X. OTHER BUSINESS

A. STORM WATER MASTER PLAN RATING CRITERIA PRESENTATION

The Current City of Liberty Storm Water Master Plan is dated March 2003. In the two decades since the last plan, the City has experienced rapid industrial, commercial and residential growth. In conjunction with this growth, new design standards, Federal Storm Water Regulations and a 2015 revision to the City of Liberty FEMA flood maps have contributed to the need for a revised and updated Storm Water Master Plan.

On August 28, 2023, the City Council approved a contract with Henningsong, Durham & Richardson, Inc. (HDR) for the creation of a new Storm Water Master Plan.

Since August of 2023, HDR and staff:

- Have hosted a Public Meeting;
- Have assimilated input from a publicly published survey;
- Have investigated and assessed existing storm water infrastructure;
- Have conducted stream channel erosion analysis;
- Assessed flood risk reduction; and
- Have developed a Master Plan Hub

With the above items completed or well underway, the team is now ready to begin putting together a Capital Improvement Project list. Prior to compiling this project list, staff and HDR developed an initial rating criteria. The rating criteria will be used to identify and prioritize Capital Improvement Projects for the Storm Water Master Plan. This presentation's purpose is to present the rating criteria to the City Council for comment and suggestion for the purpose of aligning the criteria with the intent of the City Council.

XI. CITIZENS' PARTICIPATION

David Sallee – 9531 N. Laurel, Kansas City, MO, Mr. Sallee stated he appreciates the City Council's commitment in resolving the ownership issue as it relates to Block 174. Mr. Sallee stated the Confederate Monument was erected to terrorize not memorialize.

David Langston – 1920 Carter Court, Mr. Langston stated the monument is a grave marker for five of his family members. Mr. Langston stated three of the five family members are recognized on the big marker and two family members have individual markers. Mr. Langston stated he doesn't want to give up Block 174 as his family is buried there.

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, MO, Mr. Holtzclaw stated he has family members buried in privately owned Block 174 and he has the Deed to Block 174. Mr. Holtzclaw stated his cousin Captain Theodore Duncan is buried within ten inches of the grave marker and he was the first person to die in the war from Clay County. Mr. Holtzclaw stated his family has been here for over 200 years and he descends from Liberty's first-born child. Mr. Holtzclaw stated his uncle John Will Hall was the Mayor of Liberty on January 6, 1900 and he sold privately owned Block 174 so he knows who owns it. Mr. Holtzclaw stated this is his 96th City Council meeting where he has asked the City Council to stop the revestment lawsuit.

Gieselle Fest – 1407 Lynette Street, Ms. Fest respectfully asks the City Council to dismiss the lawsuit pending against privately owned Block 174. Ms. Fest stated the men buried there were poor men of Clay County and they shouldn't bear the sins or burden of a national war. Ms. Fest states the people in Block 174 were not plantation slave owners as implied by some, they were poor people.

Catherine Raine – 449 E. Franklin Street, Ms. Raine thanked the City Council for the opportunity to speak tonight. Ms. Raine stated she is convinced that Liberty must remove the Confederate Memorial from Fairview Cemetery.

Anna Bedinger – 232 W. Franklin Street, Ms. Bedinger stated she is from Liberty, she grew up in Liberty and she lives here and she is in support of the removal or modification of the Confederate Monument in Fairview Cemetery. Ms. Bedinger said she believes it is a Jim Crow statute that has racist intention.

XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIV. ADJOURNMENT

The meeting adjourned at 8:06 p.m.

Mayor

Attest:

Deputy City Clerk



CITY COUNCIL ACTION REPORT

Meeting Date: September 23, 2024

A/R No.: 2024-220

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: Resolution Approving a Temporary Event Liquor License for the Soroptimist International Fall Fashion Show Fundraiser event at St. James Church, 309 S. Stewart Road, Liberty, MO on Saturday, October 19, 2024

Summary:

Temporary Event Liquor License for the Soroptimist International

Background:

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

Soroptimist International has applied for a temporary liquor license to serve alcohol for the Fall Fashion Show Fundraiser event on Saturday, October 19, 2024. Because the public will have access to the events, State statute and City ordinance require a license. The organization contacted the owners/occupants of all properties within one hundred eighty-five (185) feet of the event locations, notifying them of the proposed events and the time and place of the Council meeting at which the applications will be considered.

The applications and necessary certificate of liability insurance have been reviewed by the appropriate staff, and approval is recommended.

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

Upon Council approval, a letter would be provided to Soroptimist International for use in applying to the State for the temporary licenses. Council approval and a state license must be in place before the City will issue its temporary liquor license.

Previous Action (if applicable):

Policy/Committee Review:

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

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

Financial Considerations:

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

Attachments:

1. RESOLUTION Soroptimist International Fall Fashion Show

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR
LICENSE FOR THE SOROPTIMIST INTERNATIONAL FALL FASHION SHOW
EVENT AT ST. JAMES CHURCH, 309 S. STEWART ROAD, LIBERTY, MO
ON OCTOBER 19, 2024

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a temporary event liquor license is hereby approved for issuance to the Soroptimist International Fall Fashion Show event at St. James Church, 309 S. Stewart, Liberty, Missouri, on Saturday, October 19, 2024 with the following stipulation:

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 24-34A

Staff: Katherine Sharp, Director of Planning & Development

Date: September 23, 2024

GENERAL INFORMATION

Application: **Downtown Revitalization Vision Plan: Phase One, Infill Concept Plan**

Applicant: City of Liberty, Missouri

Public Notice: Legal Notice printed in Courier Tribune- August 22, 2024

File Date: August 2, 2024

BACKGROUND INFORMATION

In April 2023, Mayor Canuteson created a Downtown Task Force to evaluate the potential for infill development in the downtown Liberty area. PGAV Planners was selected as the consultant for this project. The goal of this process was to create a plan that will promote and encourage the revitalization and growth of the downtown as a desirable mixed-use area that ensures a high degree of compatibility between new and existing uses. The plans and images in the Infill Vision section are meant to show development possibilities for these sites, and are for visualization purposes only.

STAFF ANALYSIS

The planning process included review of existing plans and initiatives (pg. 8). Existing conditions were cataloged (pg. 12): including zoning and land-uses, existing building age and condition, parking, traffic and walkability analysis for the area, and topographical constraints on the area such as slope and floodplain. A market analysis (pg. 22) was included to understand the supply and demand dynamics, as well as a review of the existing residential and commercial 353 Property Tax Abatement programs and Downtown CID. The process also included stakeholder engagement to understand the perspective of customers, business owners, and residents (pg. 28).

In addition to Downtown-wide recommendations regarding urban design, pedestrian accessibility, code revisions, and overall market opportunities, the final plan also provides specific recommendations for key infill development opportunities (pg. 32). The five infill sites were chosen following the existing conditions research and community engagement phases and in consultation with City Staff and the Downtown Task Force. Following the selection of sites, PGAV analyzed each site, performing additional analysis to determine the highest and best use given the broader Downtown environment. The site plans and precedent images included with the Infill Vision section of the report are intended to show what could fit well in these sites. However, with the exception of Site C, these are only concept plans and the site plans and images are merely for visualization purposes.

The plan provides the City with six revitalization goals and 24 strategies to achieve those goals (pg. 56). The plan is intended to assist city leaders, developers, and the community in visualizing quality residential, commercial, and office infill in and around the downtown area that is in keeping with the traditional downtown urban fabric, as well as clear strategies to utilize in achieving the goals set forth in the Plan.

STAFF RECOMMENDATION

This plan establishes a vision and goals for Downtown Liberty with input from the community and the Downtown Task Force. Staff recommends approval of *Downtown Revitalization Vision Plan: Phase One, Infill Concept Plan*.

ATTACHMENT

Exhibit A: Minutes Excerpt from Historic District Review Commission and Planning & Zoning Commission
Exhibit B: Resolution

Link to Downtown Revitalization Vision Plan: Phase One, Infill Concept Plan:

<https://www.libertymissouri.gov/downtownplan>

Review for Comments: Downtown Revitalization Vision Plan: Phase One, Infill Concept Plan.

Ms. Sharp presented the Plan to the Commission.

Site A is the Mississippi Prairie site. There are two options for that site.

Commissioner Schmidt said she liked the pocket neighborhood and thinks it is a good fit. She asked if the pocket neighborhood would come to HDRC. Ms. Sharp said that if rezoning was necessary, then it would come to HDRC for comments due to its adjacency to the Dougherty District.

Commissioner Armstrong said for Site A parking has been a concern, if higher density housing was put in there. Ms. Sharp said that the developer would have to figure out how to meet the codes, for parking, storm water etc. These are all conceptual ideas for visualization purposes.

Site B is the parking lot and buildings at Franklin, Gallatin, Kansas and Prairie. This shows a three-story building with commercial on the lower floor and residential on the top floors. This would also have parking inside or underneath the building. The precedent images are intended to show what style would be appropriate. Commissioner Drott said he likes those precedent images in the plan.

Site C is the lot at Kansas and Water. Following the meeting last week, the Mayor asked that the developer make some of the changes to the approved plan. She said staff are waiting for those updated images. Commissioner Schmidt commented that is encouraging.

Site D is the parking lot at E Kansas and Missouri, Mill and Leonard. It is proposed to be a parking structure with retail on the bottom and a courtyard area along the Kansas side and multistory parking. The consultants are recommending higher density and a 4-5 level structure.

Site E is the Jury parking on the south side of Mill Street – Mixed use is envisioned on that parcel with parking in the back. This could only occur after the parking structure was finished, as it is needed parking on court days. The City owns the lot at Gallatin, the County owns the jury overflow lot, and the City and County own the large parking lot at Kansas and Missouri.

Ms. Sharp said that phasing is also in the plan. Also, as we are moving forward we want to be sure we are applying design criteria and have something we are proud of in many years. We are not pursuing that at this time, but we will be putting a RFP out soon to get that portion started.

She said this item comes to HDRC for Comment tonight then there is a public hearing at Planning Commission on Tuesday, September 10 at 7 pm and City Council public hearing will be on Monday Sept. 23 at 7 pm.

Commissioner Aramjoo asked about timelines. Ms. Sharp said the phase with design criteria will likely be the next phase.

Commissioner Gray said that Franklin, TN. had a separate portion of their design guidelines that was very well done. Commissioner Armstrong commented that having definitions of "historic" is very important. Commissioner Gray commented that something that is timeless and period appropriate might be the appropriate phrase. Ms. Sharp said phase two is pulling together an incentive package and also have the design component. The city would hire a consultant to write design the design guidelines.

Commissioner Armstrong said it makes sense to plan for multifamily rather than when there was a time that they allowed larger homes to be subdivided. Ms. Sharp said that was something that was done in the past but the City is not taking that approach to revitalization any longer.

Commissioner Gray commented that the 353 usage map in the plan is interesting, adding that there is a lack of knowledge and education about the incentives in some areas that may need it most.

Commissioner Chelton said people might ask what will happen to Fall Festival.

Commissioner Schmidt said that her friends and neighbors have commented to her that people in the historic district are held to certain standards. They have commented that it is harder to be a homeowner than be a developer in the historic districts. She said she hopes we will hold the developers to the same standards that are required of the homeowners.

Ms. Gray commented that the Mill Street Experiment was the first piece of this plan to connect Mill Street to the Square.

Commissioner Chelton asked what the process is for developers to come in with proposals. Ms. Sharp said the developer typically owns the property or has rights to come to the city with a pre-application meeting. The developer is responsible for installing the sewer, water lines, stormwater conveyance system, any new roads and improves old roads, sidewalk etc. The developer and their team will meet with the City to talk about the aesthetics if it is needed. They will submit plans and review typically takes several months. After the necessary approvals, they submit a building permit.

Ms. Gray discussed some slides of photos of infill development pocket neighborhood that she took from Edmond, Oklahoma, "The Lark". The key is to have the right designer. These run \$350- \$750,000.

Ms. Sharp thanked the Commission for their comments regarding the Plan.

A. PZ Case 24-34A: Downtown Revitalization Vision Plan: Phase One, Infill Concept Plan.

Ms. Sharp presented the plan to the commission as described in the staff report.

Chairman Rosekrans asked if the commission had any questions of staff.

Commissioner Reinier asked because the neighbors at Site A were opposed to many proposals, would it be possible to have the developer ask them what they prefer on site.

Ms. Sharp said the City does not have the authority to require a developer to speak to the neighbors ahead of time. The City may recommend to the developers that they speak with neighbors if they are bringing in an application that may be controversial.

Chairman Rosekrans said there would be opportunity to allow neighbor input during the public planning process.

Ms. Sharp said there would be in cases which require public hearings, such as rezoning applications, special use permits, and variance applications.

Mr. Peterman said under the current code and PD zoning for the property, the neighbors would be notified of a new project on the site because the plan associated with the PD has expired.

Chairman Rosekrans asked if the commission had any further questions for staff. Seeing none, he opened the public hearing and asked if there were any persons in the audience that would like to speak for or against the proposed plan.

Carley Riley, 402 W Franklin, asked if Franklin Elementary is a part of the plan, she was disappointed that Franklin was not a part of the plan. Regarding Site C, she stated that she found it unfair that the homes in the historic districts had to follow certain requirements that the City was not requiring of commercial developers. She asked if the design for Site C would need to go back to HDRC for approval again if changes were made before the City Council approval.

Dan Tajchman, 1028 Broadmore Ln, said that regarding Site A, North Kansas City did something similar with townhomes and greenspace if people wanted to look at an example. He asked if the City was thinking about locations where the events like Fall Fest could be held if the parking lot went away, he encouraged preserving surface area for events. He said he felt Mill Street is ready to be a two-lane road and become more pedestrian friendly.

Ralph Brant, of Brant's at 15 E Kansas, said he feels planning for redevelopment of underused sites is a good idea. Thinks that Mill Street is dividing and needs be made into a more pedestrian friendly street like Kansas Street where they created the bump outs which slowed traffic and created easier crossings for the pedestrians.

Chairman Rosekrans called for any other persons who wished to speak regarding the proposed plan. Seeing none, he closed the public hearing.

Chairman Rosekrans asked staff to answer the posed questions from the public.

Ms. Sharp answered Ms. Riley's questions: Franklin School was excluded because this is a commercial revitalization plan and staff did not want to have people worried that there was any desire by the City to redevelop the school site in any way. Ms. Sharp said that regarding the design process for the Water Street project, there is a path for approval of work done on historic homes which gives the approval authority to HDRC, while approval for new construction in the historic district gives the approval authority to the City Council. She said the latter path is similar to the approval process for applications that come to the Planning Commission. And in this process, sometimes changes occur in the time between the Planning Commission recommendation and the City Council hearing that were based upon feedback from the Commission and public during the public hearing. In those instances, the case is not remanded back to the Planning Commission, it moves directly on to City Council. Regarding the Water Street project, because the approval authority lies with the City Council and the changes were suggestions from the Commission and public, it will not be remanded back to HDRC.

Ms. Sharp answered Mr. Tajchman's question about the surface lots use as event space and said that the Task Force did discuss the need to find locations for events if the parking garage was built. She said they would certainly give this consideration before the project were to begin.

Chairman Rosekrans asked if staff would respond to comments regarding the narrowing of Mill Street.

Ms. Sharp explained the Mill Street Experiment (pg.19 of the plan) which occurred at the 2023 Fall Festival and demonstrated how Mill Street could be narrowed for additional green space so the sidewalks were not as close to the street or used for on-street parking as suggested by Mr. Brant.

Chairman Rosekrans asked if the commission had any further questions for staff.

Seeing no additional questions, Chairman Rosekrans asked for a motion.

Action: Commissioner Reinier moved to approve the case as presented in the staff report, Commissioner Dilts seconded the motion.

Vote: Motion passed 6-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, September 23, 2024.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, CLAY
COUNTY, MISSOURI ADOPTING THE DOWNTOWN REVITALIZATION VISION
PLAN: PHASE ONE, INFILL CONCEPT PLAN FOR THE CITY

WHEREAS, the City of Liberty, Missouri, (herein called "City") is a Special Charter City located in Clay County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, the Downtown Task Force (herein called the "Task Force") was formed to create a vision for the historic downtown that balances the preservation of history with vibrant and dynamic revitalization efforts; and

WHEREAS, the Planning and Zoning Commission (herein called "Commission") has the authority under State Statute and the Municipal Code of the City to develop and adopt a downtown plan; and

WHEREAS, the City retained PGAV Architects for the creation of the Downtown Revitalization Vision Plan: Phase One, Infill Concept Plan (herein called the "Plan"); and

WHEREAS, the City's last downtown plan was adopted in 2005; and

WHEREAS, the City adopted its historic preservation plan in 2021; and

WHEREAS, the Plan, with accompanying maps, charts and descriptive and explanatory matter, contains an analysis of opportunity sites, a phasing outline, and recommendations, goals, and strategies based on public input and shows the Task Force's vision for the future of the historic downtown; and

WHEREAS, as required under law, proper notice of a public hearing before the Commission on this matter was given; and

WHEREAS, on September 10, 2024, the Commission, under authority granted to it by the Missouri Revised Statutes, after a duly called public hearing, and after considering the views of all those who came before it, voted to approve the Plan dated August 2024 by a vote of 6 Ayes to 0 Nays; and

WHEREAS, the Plan is to be used as a tool to guide the redevelopment of the historic downtown through the implementation of ordinances and resolutions passed by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF LIBERTY, MISSOURI, AS FOLLOWS:

Section 1. The Plan, including the accompanying maps, charts, and descriptive and explanatory matter, attached hereto as Attachment A,

and incorporated herein, is adopted by the Council as the Downtown Revitalization Vision Plan: Phase One, Infill Concept Plan.

Section 2. The Deputy City Clerk shall make copies of the adopted Downtown Revitalization Vision Plan available for public inspection as required under State Statute and the Municipal Code of the City and shall record a copy of the Downtown Revitalization Plan in the office of the Clay County Recorder of Deeds.

Section 3. The prior 2005 Downtown Master Plan, portions thereof, updates thereto, or additions thereto, are hereby repealed to the extent they are inconsistent with the Plan.

Section 4. The whereas clauses are hereby specifically incorporated herein by reference.

Section 5. This Resolution shall take effect after passage as provided.

PASSED by the Planning and Zoning Commission this 10th day of September, 2024.

CHAIRMAN ATTEST:

SECRETARY

PASSED by the City Council this 23rd day of September, 2024.

MAYOR ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**

Meeting Date: September 23, 2024

A/R No.: 2024-227

Department: Planning & Development

Submitted By: Jeanine Thill, Community Development Manager

Subject: Resolution Granting a Certificate of Appropriateness for the Construction of a New Mixed-Use Building at 1-11 N. Water Street, Liberty Square Historic District

Summary:

- The application meets the standards for review and the Historic District Design Guidelines; therefore, staff recommends approval of HDRC Case No. 24-013LS.
- At its August 20, 2024 meeting, the Historic District Review Commission voted 5-3-0 to recommend approval.
- Applications for Certificates of Appropriateness for new construction of primary structures within the Historic Districts must be approved by the City Council following a Public Hearing.

Background:

This prominent lot at the corner of E. Kansas Street and N. Water Street was the former site of a furniture store that was destroyed by collapse in May 2016. This building and adjacent buildings were subsequently deemed dangerous and demolished. The GM Peters Building, 11 N. Water, was approved for demolition by the City Council on March 11, 2024.

Previous Action (if applicable):

The HDRC voted to approve the application at its August 20, 2024 meeting (5-3-0).

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: HDRC	Completed/Recommended: 8/20/24

Financial Considerations:

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

	Funding Source:	Amount:
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Attachments:

1. CC Staff Report With Exhibits N Water at Kansas New Construction
2. Resolution HDRC 24-013LS_RESOLUTION



GENERAL INFORMATION

Application: Certificate of Appropriateness for construction of a mixed-use building with underground parking totaling 47,750 square feet at 1 - 11 N. Water Street.

Applicant: Star Development, LLC

Location: NE Corner of North Water & East Kansas Street

District: Liberty Square Historic District

Public Notice: Legal Notice printed in Courier Tribune - August 1, 2024
Letter sent to property owners within 185 ft. on July 31, 2024
Sign Posted on site on August 1, 2024

File Date: July 19, 2024

SPECIFIC INFORMATION

SITE HISTORY

This prominent lot at the corner of Kansas and Water was the former site of a furniture store that was destroyed by collapse in May 2016. This building and adjacent building were subsequently deemed dangerous and demolished. The GM Peters building, 11 N. Water, was approved for demolition by the City Council on March 11, 2024.

The HDRC reviewed an early concept design of this building at a study session on January 16, 2024.

PROPOSAL DESCRIPTION

The applicant proposes to construct a mixed-use building, at the NE corner of North Water & East Kansas. Including lots 1-11 N. Water. The proposed three-story mixed-use building has 7,378 square feet of commercial space and 16 residential units/apartments on .43 acres. There is underground secured parking for residents with 25 parking stalls, with additional stalls in the rear alley of the building.

Narrative from Applicant: See Exhibit D

Design

The footprint of the building is irregular with a 1,608 square foot front patio on the ground floor and balconies on the second and third floor corner residential units. There are four front entrances that face Water Street, two under the second-floor balcony, supported by three brick columns with stone bases. The fenestration is irregular, with various sizes of large windows with large metal mullions. See Detail on A200 Elevations and Materials Board. There are several balconies with metal railings on the west, south and east elevations. The south side elevation also features garage doors to the underground parking and trash compactor. On the north elevation there is an air and light well. The intent of this is to continue to allow the existing adjacent building windows to have light and air and also act as a means of egress.

Building

First Floor: 3 to 6 different tenant spaces of 10,090 square feet including 1,600 sf patio.

Second and Third Floor: 16 units: 8 one bedroom and 8 two-bedroom units.

The building is three stories tall and the overall height of the building changes to accommodate the natural slope of the site, approximately 44' at the corner of Water and Kansas.

Materials

- Exterior Walls: The building is predominately red brick with areas of blonde brick and white brick on the west and south elevations. A major visual component is the stone at the base level of the patio area wrapping around to the south elevation. There are also accents of stucco on the rear. See Material Board Exhibit A. The applicant was asked to bring samples to the meeting.
- The stone material at the base of the building is a split faced Kansas limestone cladding closely stacked creating a jointless pattern without mortar joints by US Stone®, McKinley – Silverdale as the proposed stone color. See Exhibit A, and at this link:
<https://usstoneindustries.com/stones/architectural-and-building-stone/natural-stone-veneer/classic-collection/mckinley/>
- Storefronts: Kawneer® Dark Bronze Aluminum Storefront. An 18" decorative insulated metal panel to match is at the base of the storefront within the storefront system. See Exhibit A. To provide a recess of the storefront doors, additional depth is added to the trim surrounding the storefront, a plan detail is provided on detail 3A sheet A200 showing the additional depth. See Exhibit A page A200 and at:
<https://www.kawneer.us/products/storefront-framing/trifab-400-framing-system/>
- Storefront Doors and Windows: with clear view glass. The commercial door is the same as the window, it will be 6' wide and not have bottom panels. See Exhibit: A page A200.
- Residential Windows: Pella Impervia® fiberglass windows with clear view glass. See Exhibit A page 200 and at <https://www.pellabrand.com/windows-doors/windows/fiberglass-windows/>
- Columns: Brick and decorative metal- King Metals item number 11-990 See Exhibit A and at <https://www.kingmetals.com/ECItemMainPage?ItemNumber=7916>
- Cornice: GFRC (Glass Fiber Reinforced Concrete) simulates natural stone and is specifically designed to represent historical material, finishes, textures and colors. The applicant is proposing pre-finished pieces with integral color throughout. It is naturally fire resistant but light weight. See Exhibit A, page A201 and page A300, section detail 15 and at <https://columnsandbalustrades.com/gfrc/>
- Foundation: Acid Etched Concrete on the rear/east elevation. See Exhibit A page A201
- Garage doors: Sectional steel doors by Overhead Door® model 424 similar to the doors to the sally port on the east elevation of City Hall. See Exhibit A, Sheet A201 and at <https://www.overheaddoor.com/commercial/commercial-details/sectional-steel-doors-424>
- Balconies: Decorative black metal balconies. See typical balcony section detail on Exhibit A, Sheet A300 section detail 9.
- Stair railing on rear elevation: The applicant has not yet found a specific manufacturer that makes this as one system, they are planning for a picket rail and having the ornamentation added.
- Awnings- Sunbrella® fabric, black wedge awnings. See Exhibit A page A300 section detail 13.

ANALYSIS

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

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

Standards for Review	Staff Analysis
<u>Sec. 30-65.1 Permitted Uses</u> <i>In district CBD, no buildings, structures, land or premises shall be used and no buildings or structures shall be hereafter erected, constructed, reconstructed, moved or altered, except for one or more of the following uses:</i> (1) <i>Business uses; and</i> (2) <i>Mixed-use buildings that may include residential loft space.</i>	The proposed new construction meets the UDO regulations for permitted uses in that the ground floor is retail and the second and third floors are residential.
<u>Sec. 30-65.2. District CBD, height and area regulations.</u> <i>The height and area regulations of structures and lots within the district CBD shall be as follows, except for lots of record existing on the effective date of this UDO and those exceptions provided in Article X:</i> (1) <i>Height: Maximum three (3) stories.</i> (2) <i>Yard requirements:</i> a. <i>Front yard: No front yard is required.</i> b. <i>Rear yard: No rear yard is required.</i> c. <i>Side yard: No side yard is required, except where an existing structure adjacent to the proposed building is located less than three (3) feet from its property line, a minimum three (3) feet side yard shall be required.</i>	The proposed new construction meets the UDO regulations for area, setback, and yard requirements.

Sec. 30-65.3. District CBD, design principles.

Buildings and sites shall be designed and constructed in accordance with the following principles:

- (1) Development shall be in the form of compact blocks that promote pedestrian and vehicular connectivity;*
- (2) Development should contribute to the character of the surrounding area;*
- (3) Appropriately sized central gathering places shall be incorporated into the development;*
- (4) Development shall be integrated with adjacent developments;*
- (5) Wherever possible, buildings shall be built to the minimum front yard setback;*
- (6) The primary entrance to a building shall be oriented to the street;*
- (7) Buildings shall be constructed primarily of traditional building materials and designed with a high degree of architectural character and detail;*
- (8) Street-facing elevations shall include architectural detailing and transparent windows;*
- (9) Sites should be designed with an emphasis on promoting a pedestrian friendly environment;*
- (10) Sites should incorporate a mix of building types;*
- (11) Off-street parking and garages shall be located at the rear of buildings;*
- (12) Utilitarian areas such as loading docks, mechanical equipment, storage areas and trash enclosures shall be located at the rear of the building and screened;*
- (13) Street furnishings and plantings shall be incorporated into the development;*
- (14) Mixed-use buildings with street-level retail uses are encouraged;*
- (15) Dwellings shall be located at least one floor above street level and have an entrance separate from that of the lower level;*
- (16) On-street parking is encouraged; and*
- (17) Alleys are encouraged.*

1. The development promotes pedestrian and vehicular connectivity.
2. It contributes to the character of the surrounding area.
3. The central gathering space is incorporated into the development with the patio.
4. It is integrated with adjacent buildings. To the North, the air and light well will provide egress.
5. It is to the appropriate setback.
6. All entrances are oriented to the street.
7. The building is constructed with traditional materials such as brick and stone providing architectural character and detail.
8. Street-facing elevations include architectural detailing and transparent windows.
9. The site is designed with an emphasis on promoting a pedestrian friendly environment.
10. The site incorporates a mix of building types.
11. Off street parking is at the rear of the building with additional underground parking.
12. Utilitarian areas are at the rear of the building.
13. Street furnishings and plantings will be incorporated to the patio area.
14. It is a mixed use building with street level retail uses.
15. Dwellings are located at least one floor above street level and have entrances separate from the lower level.
16. On street parking is present.
17. The alley is at the rear.

UDO: Sec. 30-72. District HP, design principles. 1. <u>New buildings and additions to existing buildings:</u> <i>New buildings should not duplicate older styles of architecture, but must be compatible with the architecture of the district. Scale, placement on lots and street setback must conform to the scale, placement and setback of adjacent structures, especially in the context of rows of buildings and streetscapes. Styles of architecture will be controlled only to ensure that their exterior design, materials, and color are in harmony with neighboring structures.</i>	The design of the building appears to be compatible with the architecture of the district. The scale, placement and setback are similar to that of the surrounding area. The style of architecture is sympathetic to the character of the neighborhood.
Per the Design Guidelines new construction shall consider the following guidelines:	
<i>New construction within a historic district shall be held to the same principles of quality design and appropriateness that are required of all structures and properties within a designated historic district. New construction should not emulate a historic building, but should reflect the contributing elements and character of the streetscape, neighborhood, and historic district. The intent of these guidelines is not to limit creativity but to encourage compatible design and construction.</i> <i>Sites for new construction shall be placed in the context of the streetscape of character of the district.</i>	New construction is not expected to emulate a historic building. The new building respects the character of the streetscape and the historic district.
o <i>Orientation: New buildings shall face the public street. Front entrances shall be oriented to the street and relate to the existing pattern of scale, mass, orientation, and size within the streetscape and block.</i>	The front entrances are oriented to Water Street. The scale, mass, and size appear to relate to the existing patterns within the streetscape and block.
o <i>Placement: The location and spacing of new buildings on a lot shall be consistent with existing patterns in the block. The width of new buildings should respect the pattern within the streetscape. Setbacks for all yards around new buildings should conform to the existing uniform pattern of the streetscape. Where a pattern does not exist or is not feasible, the standard setbacks for the zoning district shall prevail.</i>	The manner in which the vertical breaks in the facades respect the patterns of the streetscape. The requirements for setbacks have been met.
o <i>Fenestration: Windows and doors on new construction shall have proportions and patterns similar to the historic patterns within the streetscape and block. Ranking and window pattern and profile of existing structures within the streetscape shall be respected.</i>	Window and door placement and style are irregular, matching the irregular massing of the design. The windows and storefront appear to have proportions and patterns similar to the historic patterns within the streetscape and block.
o <i>Building scale: New buildings shall be constructed with an overall height similar to existing buildings within the streetscape. In addition, the floor-to-floor height, number of stories, and first floor elevation shall also be similar to existing buildings within the streetscape. Vertical and horizontal proportions shall also be maintained.</i>	The building scale of the proposed building is similar to those surrounding this parcel. The height of the proposed building is approximately the same height as the existing

	building to the north. The proposed design is three stories and has both vertical and horizontal proportions that are appropriate.
o <i>Roof form: Where a dominant roof form exists within the streetscape and district, new construction shall be compatible in form, pitch and shape.</i>	There are a variety of roof forms in the district, and many have flat roofs such as that proposed. The proposed roof cornice is compatible to those on surrounding buildings.
o <i>Architectural details: Architectural details on new construction shall be compatible in terms of design and scale with details found within the streetscape and district.</i>	The architectural details are compatible in terms of design and scale with details found within the streetscape and district.
o <i>Materials: Materials used in new construction shall be consistent in finish, texture, scale, and color to materials historically used within the streetscape and district. Wood, brick, and stone are acceptable materials for the primary façade of a new building. Stucco may be allowed where structures within the streetscape also feature stucco. Aluminum, vinyl, and artificial masonry shall not be allowed.</i>	The materials are consistent with those found in the historic districts. Brick and stone are the primary materials for the façade. Wrought iron is found occasionally, and is generally found as a secondary finish or accent with stone or brick. Stucco is on the rear.

STAFF RECOMMENDATION

The application meets the standards for review and the Historic District Design Guidelines; therefore, staff recommends approval of HDRC case #24-013LS.

HDRC RECOMMENDATION

At its August 20, 2024 meeting, the Historic District Review Commission voted 5-3-0 to recommend approval. Applications for Certificates of Appropriateness for new construction of primary structures within the historic districts must be approved by the City Council following a public hearing.

ATTACHMENTS

Exhibit A: Renderings & Elevations
Exhibit B: Vicinity Map
Exhibit C: Site Plan
Exhibit D: Proposal Description from Applicant
Exhibit E: HDRC Meeting Excerpt
Exhibit F: Supplemental Images; windows, doors, columns, balcony rails and rear foundation material
Exhibit G: Resolution



WATER STREET - FACADE DESIGN



KANSAS STREET - FACADE DESIGN



S WATER ST

CONCEPT FACADE DESIGN

E KANSAS ST



MATERIAL BOARD



SF-1
STOREFRONT
KAWNEER
DARK BRONZE



MT-1/MT-2
BREAK METAL/BALCONY
FIRESTONE (OR EQ.)
DARK BRONZE
(MATCH SF-1)



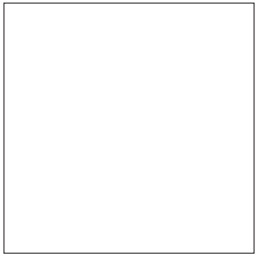
MT-3
STEEL GARAGE DOOR
OVERHEAD DOOR
MODEL 424
(PTM MATCH SF-1)



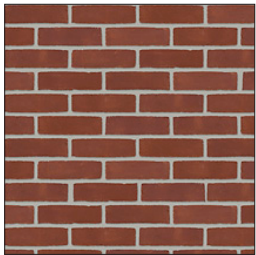
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FABRIC AWNING
SUNBRELLA
BLACK



WND-1
FIBERGLASS WINDOW
BLACK TRIM



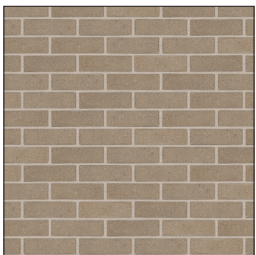
WND-2
FIBERGLASS WINDOW
WHITE TRIM



BK-1
BRICK
GLEN-GERY
52-DD



BK-2
BRICK
GLEN-GERY
ASPEN WHITE SMOOTH



BK-3
BRICK
GLEN-GERY
OSLO



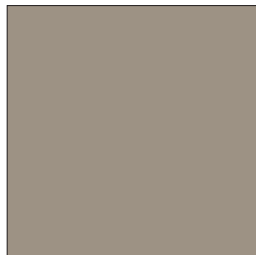
CS-1
CAST STONE
MIDWEST CAST STONE
25AC



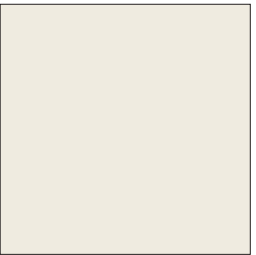
CONC-1
ACID ETCHED CONCRETE



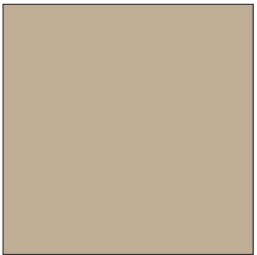
ST-1
STONE
US STONE
MCKINLEY
PRAIRIE SHELL



STC-1
STUCCO
SW 7504
KEYSTONE GRAY

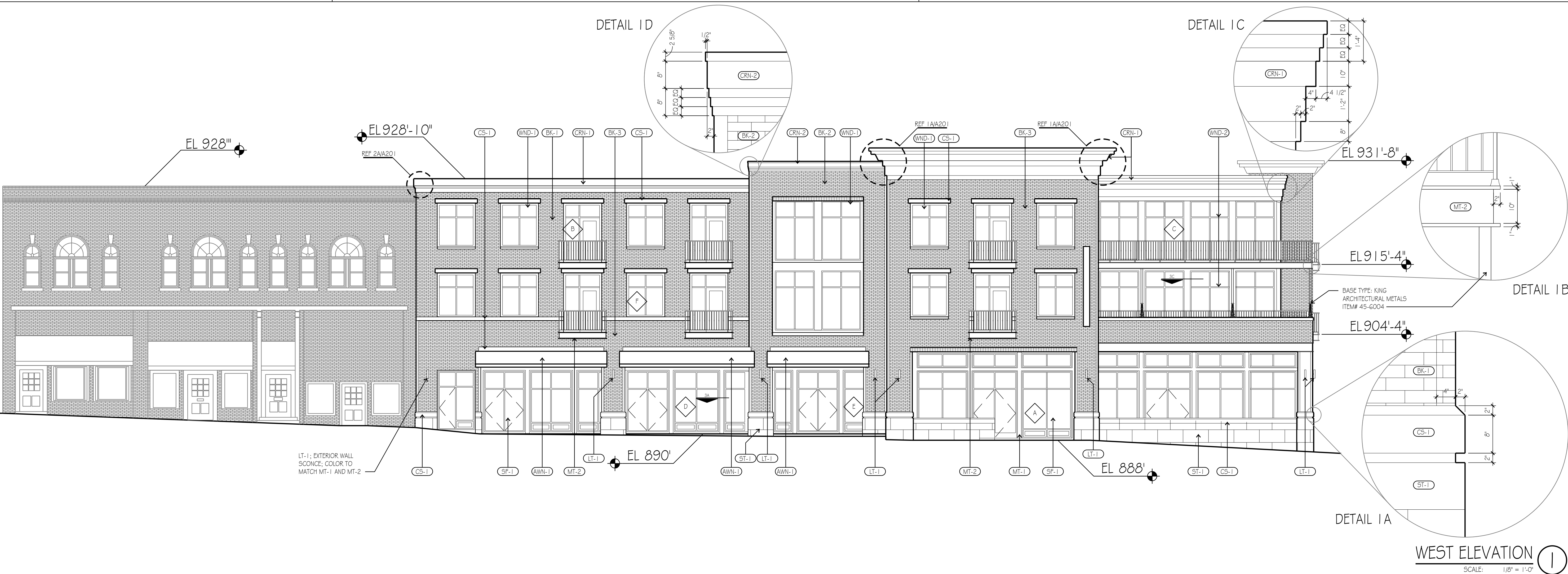
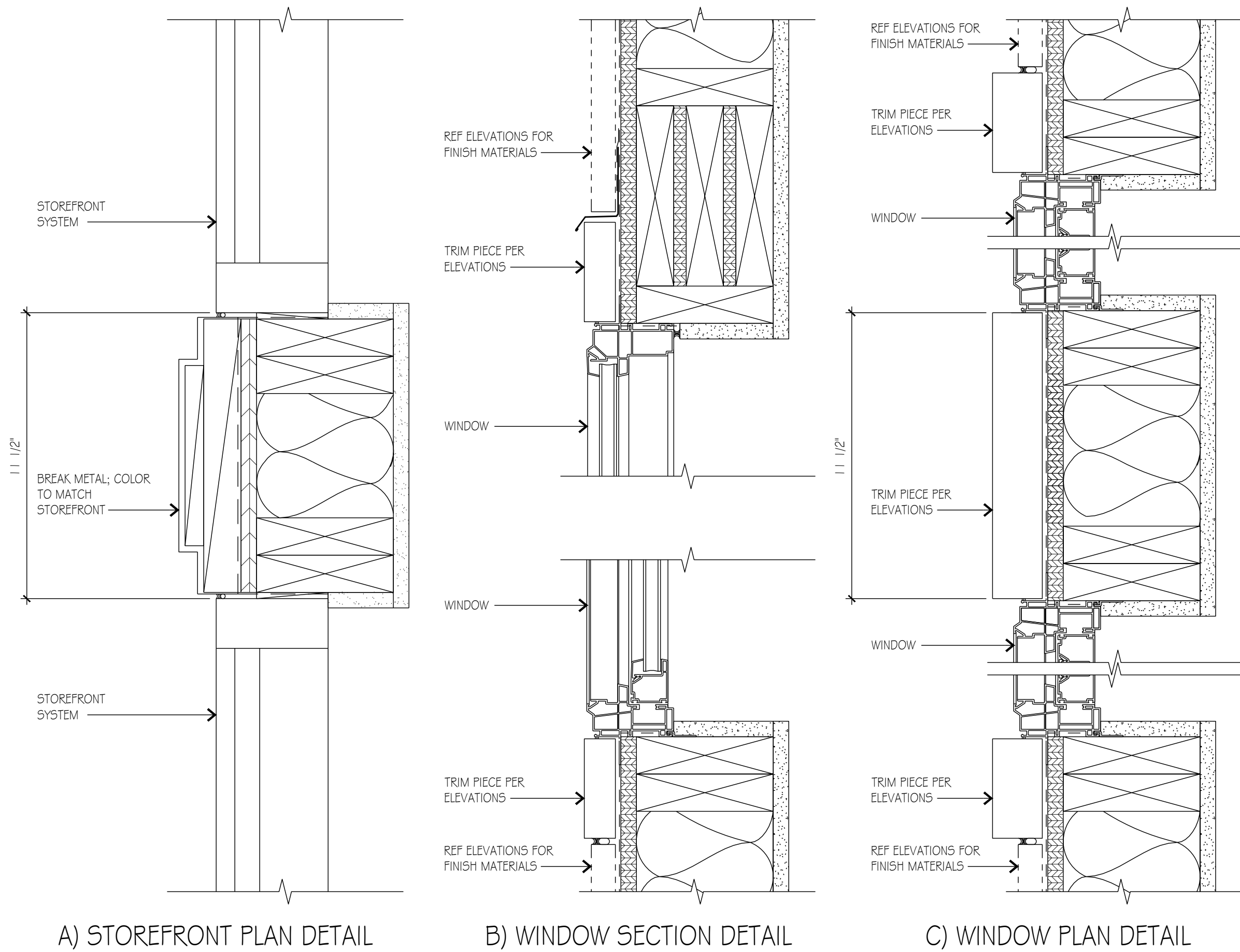
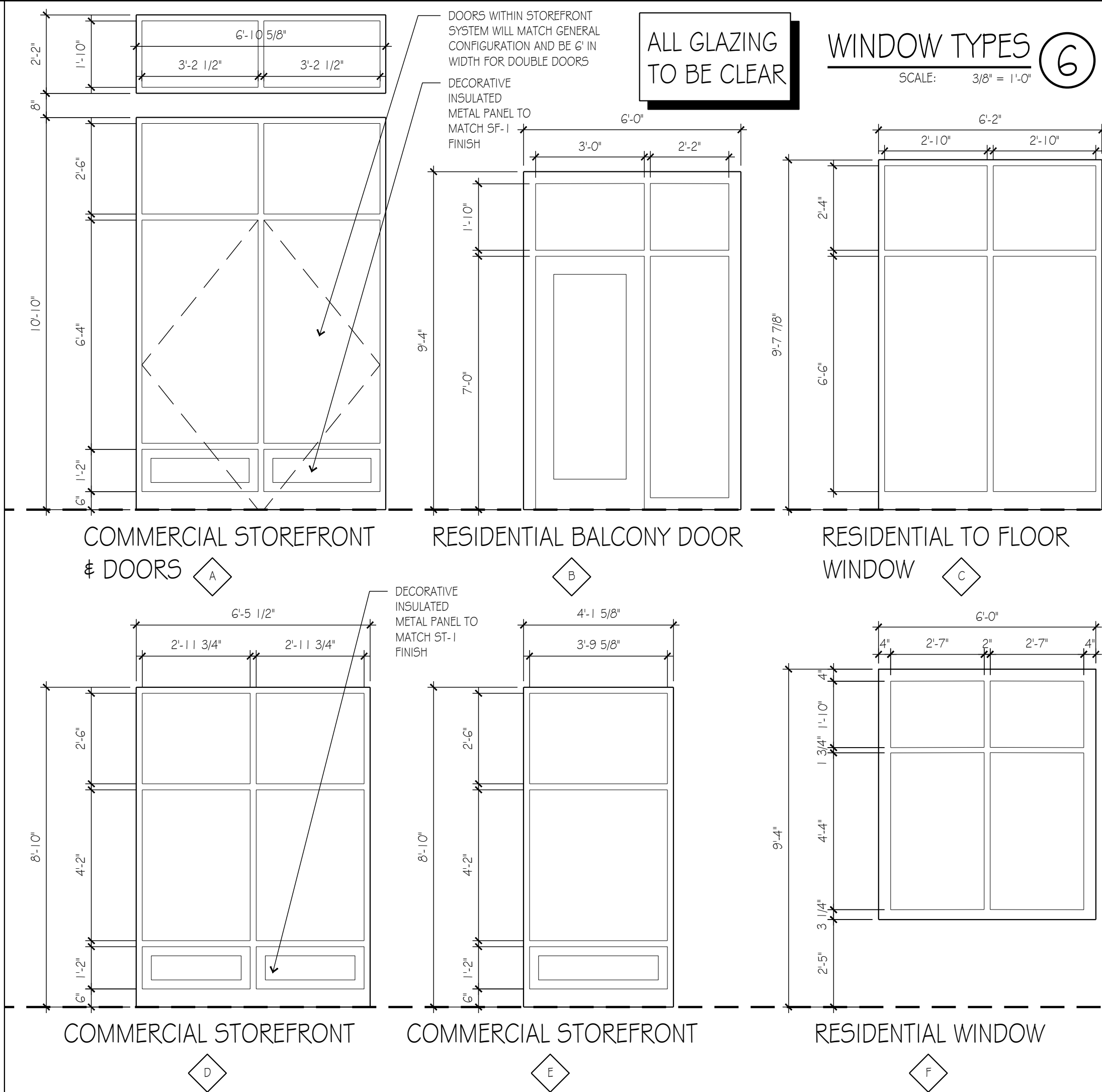


CRN-1
CORNICE
GFRc
ARCHITECTURAL MALL, INC.
SW 7008
ALABASTER



CRN-2
CORNICE
GFRc
ARCHITECTURAL MALL, INC.
SW 9111
ANTLER VELVET

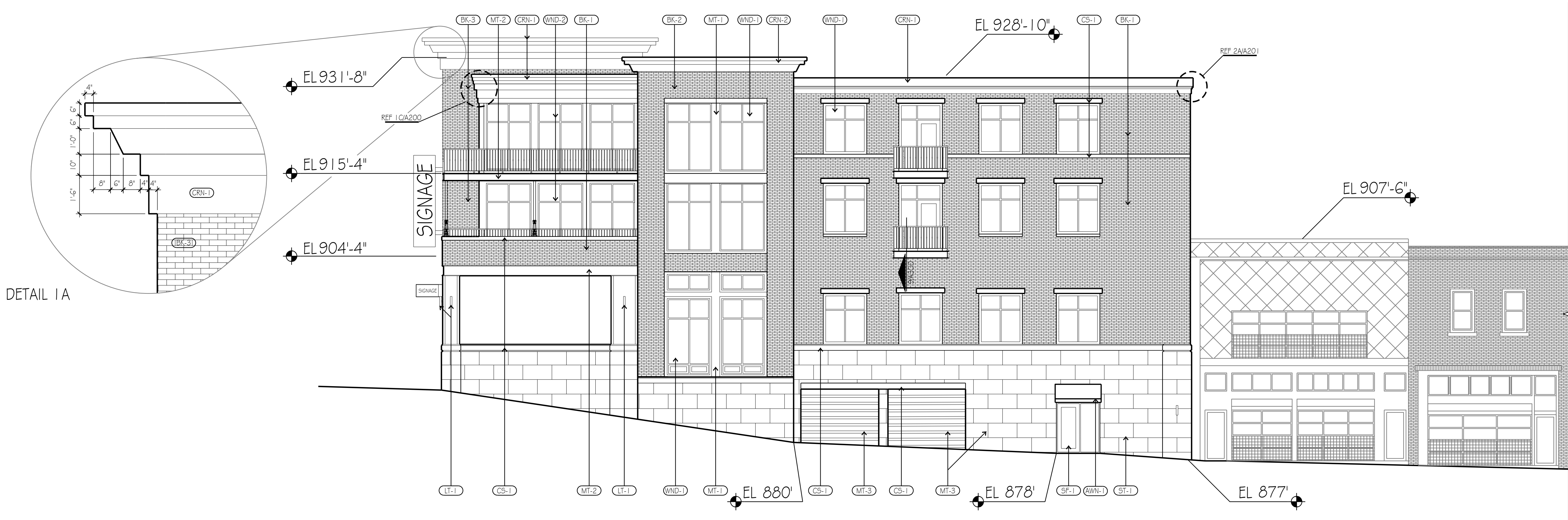
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ITEM	DESCRIPTION	MANUF / COLOR	REMARKS
BK-1	FULL BRICK	GLEN-GERY / 52-DD	
BK-2	FULL BRICK	GLEN-GERY / ASPEN WHITE SMOOTH	
BK-3	FULL BRICK	GLEN-GERY / OSLO	
CS-1	CAST STONE	MIDWEST CAST STONE / 25AC	
CONC-1	ACID ETCHED CONCRETE	TBD	
ST-1	STONE	US STONE / MCKINLEY / SILVERDALE	
STC-1	STUCCO	SW 7504 - KEYSTONE GRAY	
SF-1	COMMERCIAL STOREFRONT 4 DOORS	KAWNEER / DARK BRONZE	
MT-1	BREAK METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-2	BALCONY METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-3	GARAGE DOOR	OVERHEAD DOOR / MODEL #424 - PAINT TO MATCH SF-1	
AWN-1	FABRIC AWNING	SUNBRELLA / BLACK	
WND-1	FIBERGLASS WINDOW 4 DOORS	TBD / BLACK TRIM	
WND-2	FIBERGLASS WINDOW 4 DOORS	TBD / WHITE TRIM	
CRN-1	GFRG CORNICE	ARCHITECTURAL MALL, INC / SW 700B - ALABASTER	
CRN-2	GFRG CORNICE	ARCHITECTURAL MALL, INC / SW 9111 - ANTLER VELVET	



FINISH SCHEDULE			
ITEM	DESCRIPTION	MANUF / COLOR	REMARKS
BK-1	FULL BRICK	GLEN-GERY / 52-DD	
BK-2	FULL BRICK	GLEN-GERY / ASPEN WHITE SMOOTH	
BK-3	FULL BRICK	GLEN-GERY / OSLO	
CS-1	CAST STONE	MIDWEST CAST STONE / 25AC	
CONC	ACID ETCHED CONCRETE	TBD	
ST-1	STONE	US STONE / MCKINLEY / SILVERDALE	
STC-1	STUCCO	SW 7504 - KEYSTONE GRAY	
SF-1	COMMERCIAL STOREFRONT # DOORS	KAWNEER / DARK BRONZE	
MT-1	BREAK METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-2	BALCONY METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-3	GARAGE DOOR	OVERHEAD DOOR / MODEL #424 - PAINT TO MATCH SF-1	
AWN-1	FABRIC AWNING	SUNBRELLA / BLACK	
WND-1	FIBERGLASS WINDOW # DOORS	TBD / BLACK TRIM	
WND-2	FIBERGLASS WINDOW # DOORS	TBD / WHITE TRIM	
CRN-1	GFRG CORNICE	ARCHITECTURAL MALL, INC / SW 7008 - ALABASTER	
CRN-2	GFRG CORNICE	ARCHITECTURAL MALL, INC / SW 9111 - ANTLER VELVET	



EAST ELEVATION ②
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION ①
SCALE: 1/8" = 1'-0"

EXISTING SITE:	.43 ACRES	PARKING REQUIRED:	
ZONING EXISTING:	COMMERCIAL	1.7 PER UNIT = 31 STALLS REQ BASE CODE	
ZONING PROPOSED:	CBD	4/1000 RETAIL / OFFICE = 30 STALLS	
TOTAL SQUARE FOOTAGE:	47,750 SF	SEC 30-83.2(7) THERE SHALL BE NO OFF STREET	
GARAGE:	12,500 SF	PARKING REQUIRED IN THE CBD DISTRICTS	
BLDG FLOORS 1-3:	35,250 SF		

PARKING REQUIRED:
1.7 PER UNIT = 31 STALLS REQ BASE CODE
4/1000 RETAIL / OFFICE = 30 STALLS
SEC 30-83.2(7) THERE SHALL BE NO OFF STREET
PARKING REQUIRED IN THE CBD DISTRICTS

SECOND - THIRD FLOOR: 16 UNITS:
8 ONE BEDS
8 TWO BEDS

16 UNITS TOTAL:
AVG: 1,171 SF

kloverarchitects
i n c o r p o r a t e d

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VERIFY ACTUAL CONDITIONS and dimensions prior to construction. Commencement of work constitutes verification and acceptance of all existing conditions. Application of a material or equipment item to Work called by others constitutes acceptance of that Work, and assumption of responsibility for satisfactory installation.

p r o j e c t t i t l e

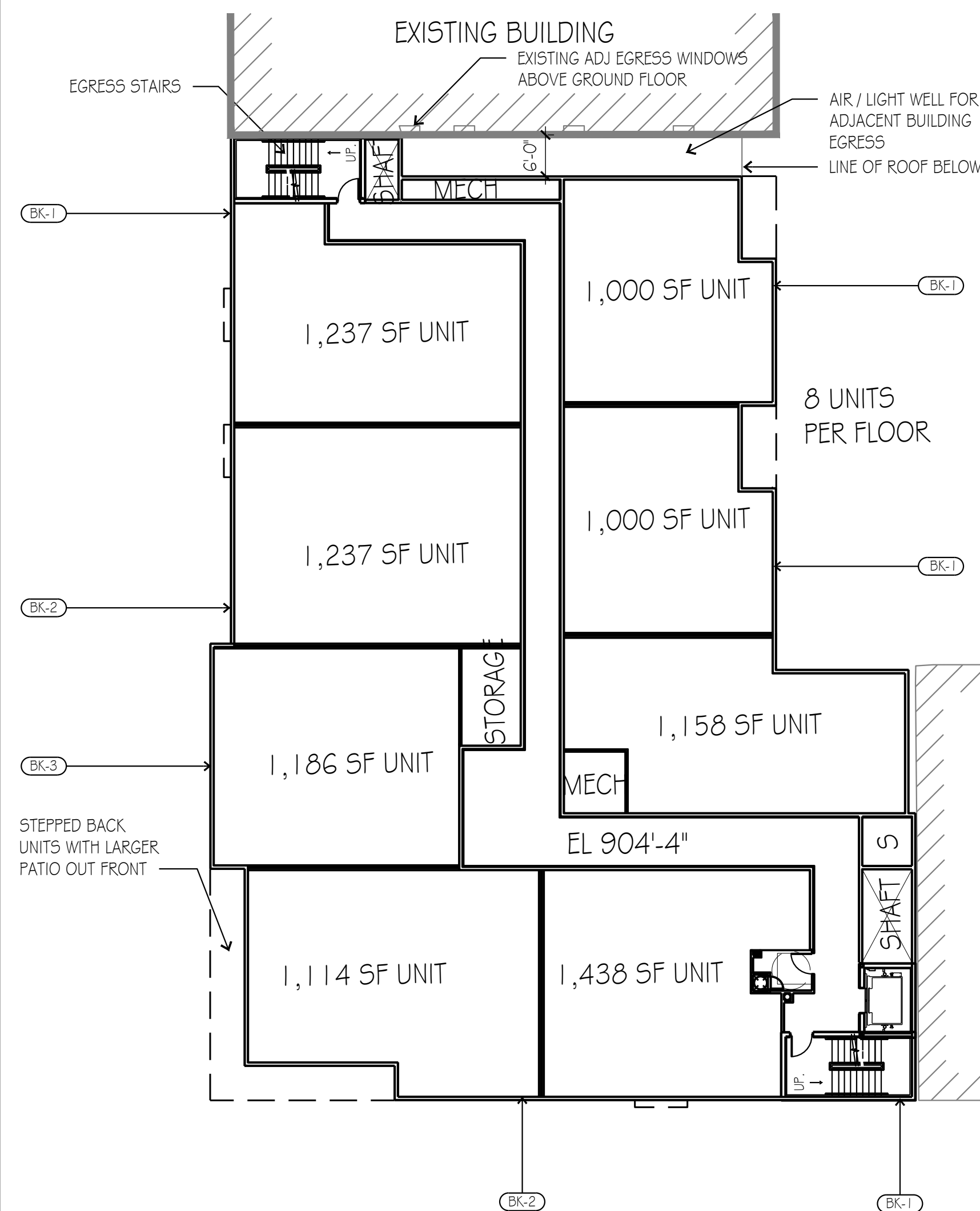
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STAR DEVELOPMENT
N WATER ST & E KANSAS ST
LIBERTY, MO

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drawing issuance		
FDP SUBMITTAL	09.06.24	
drawing revisions		
No.	Description:	Date:

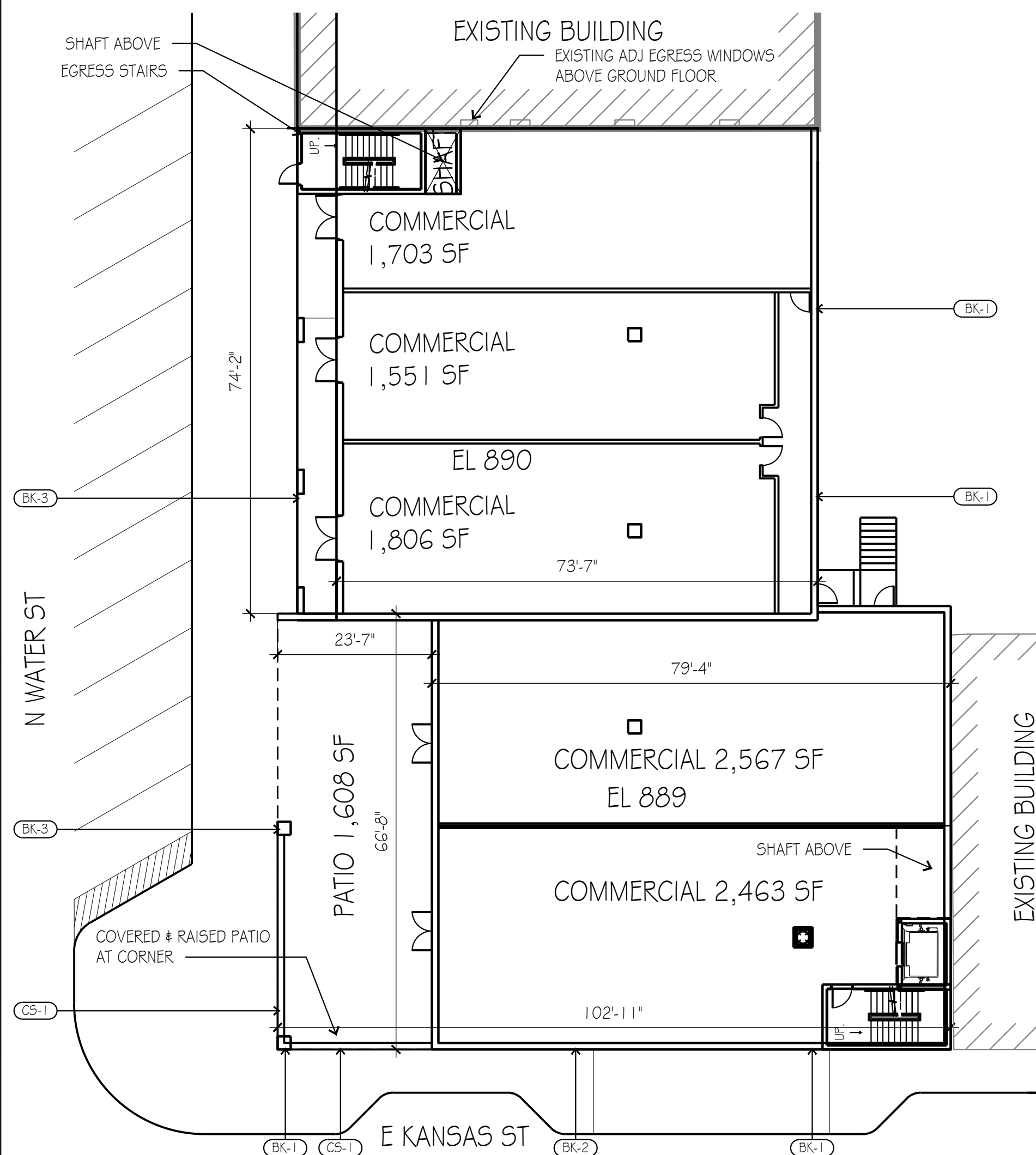
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PLAN
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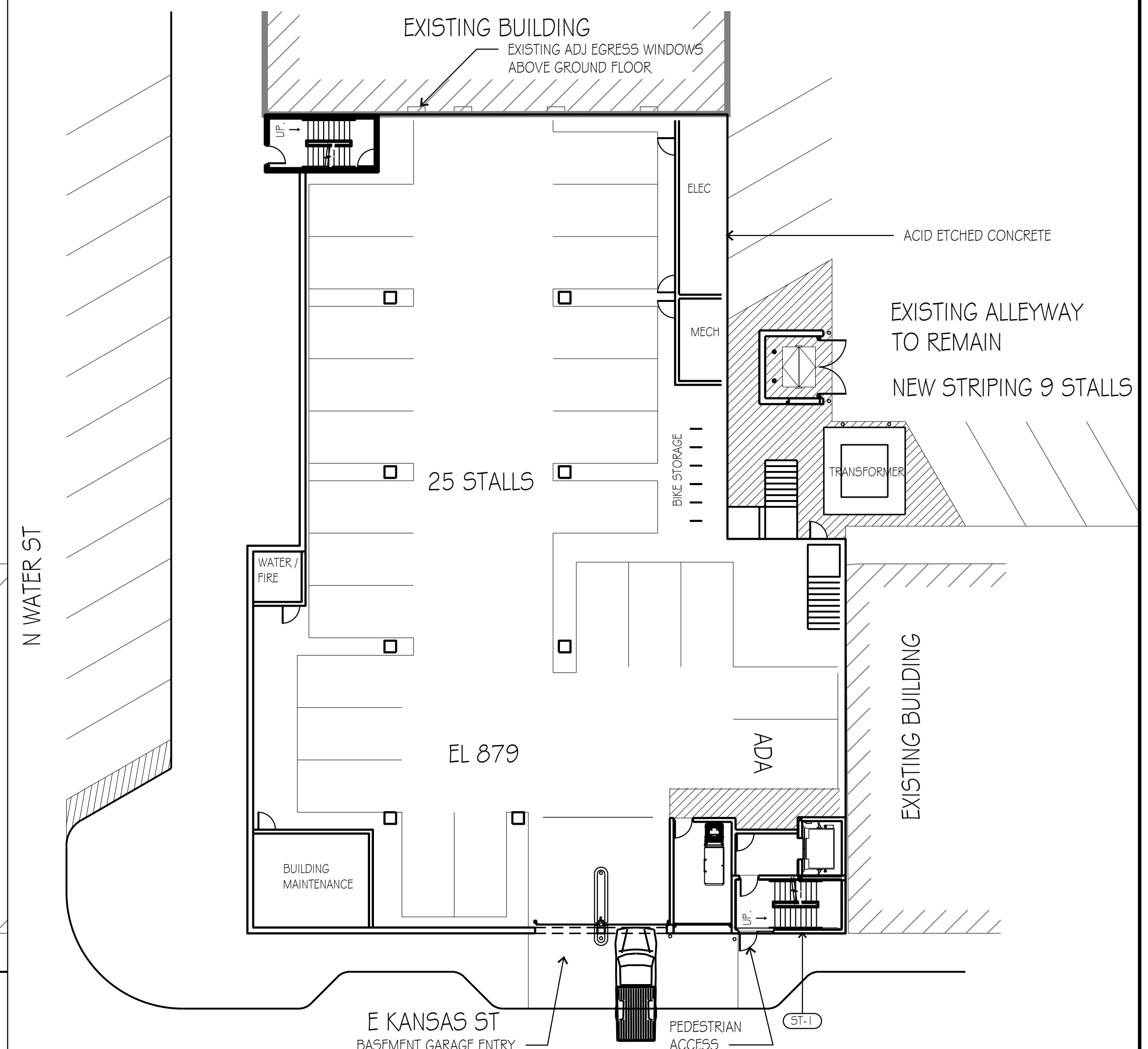
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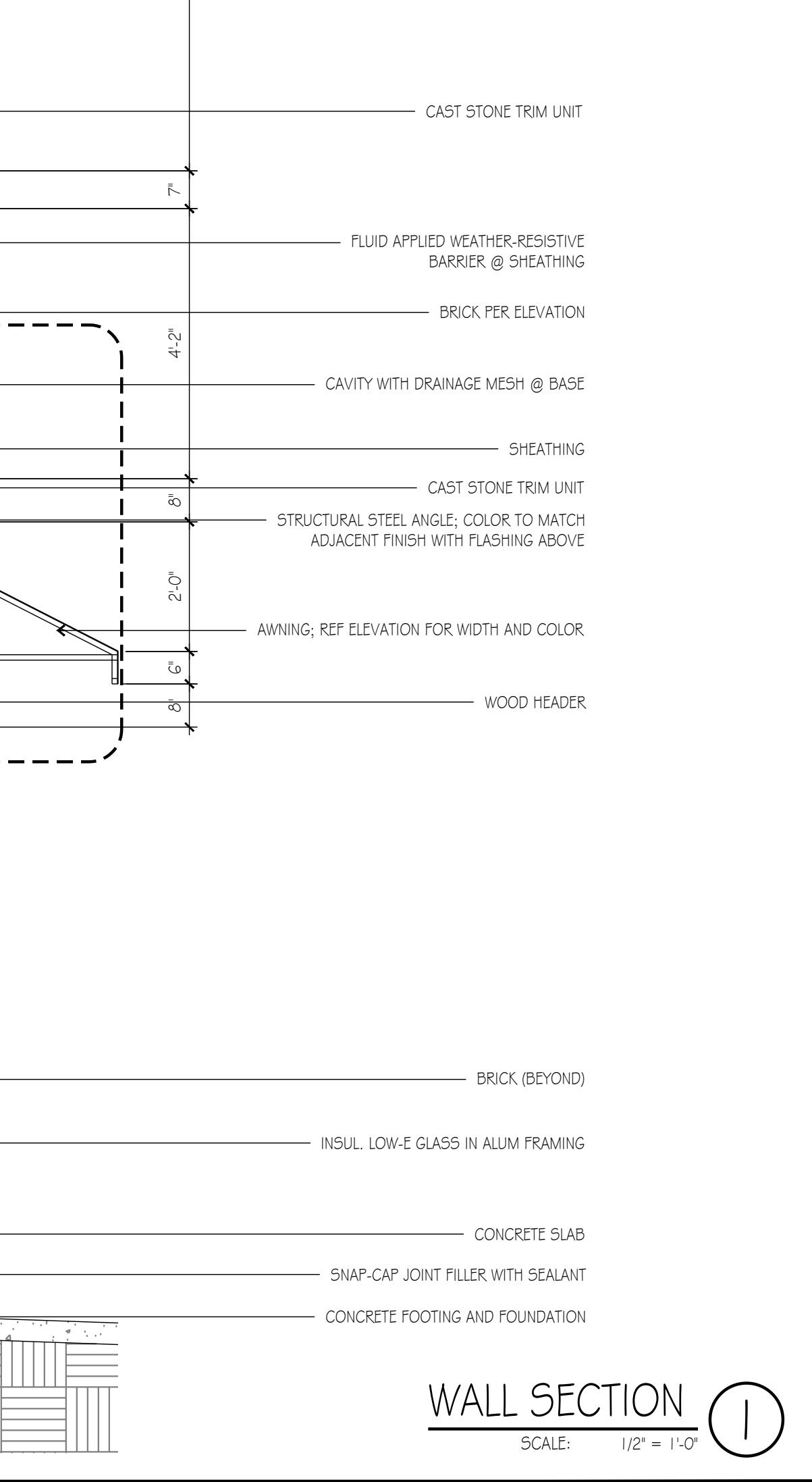
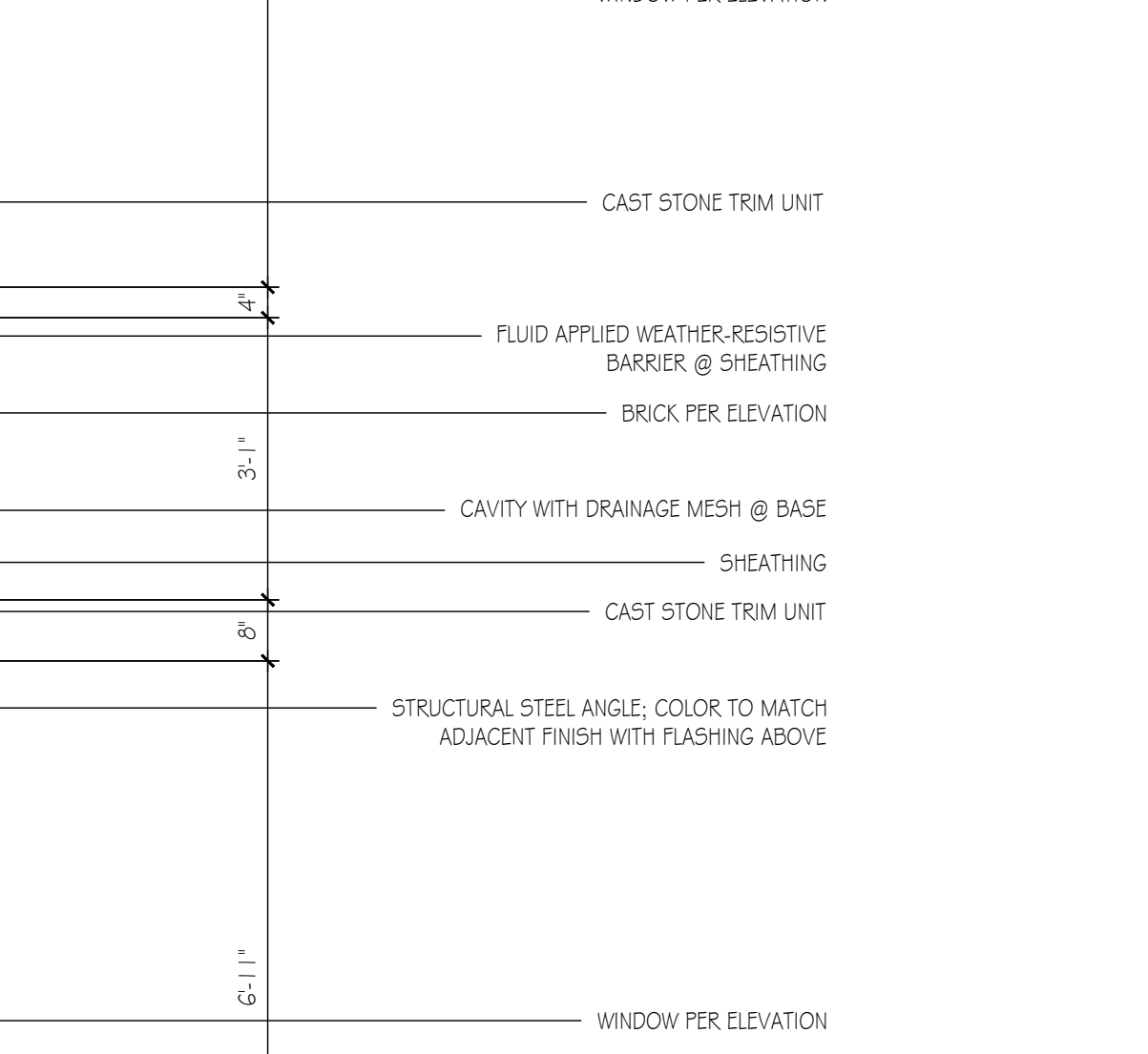
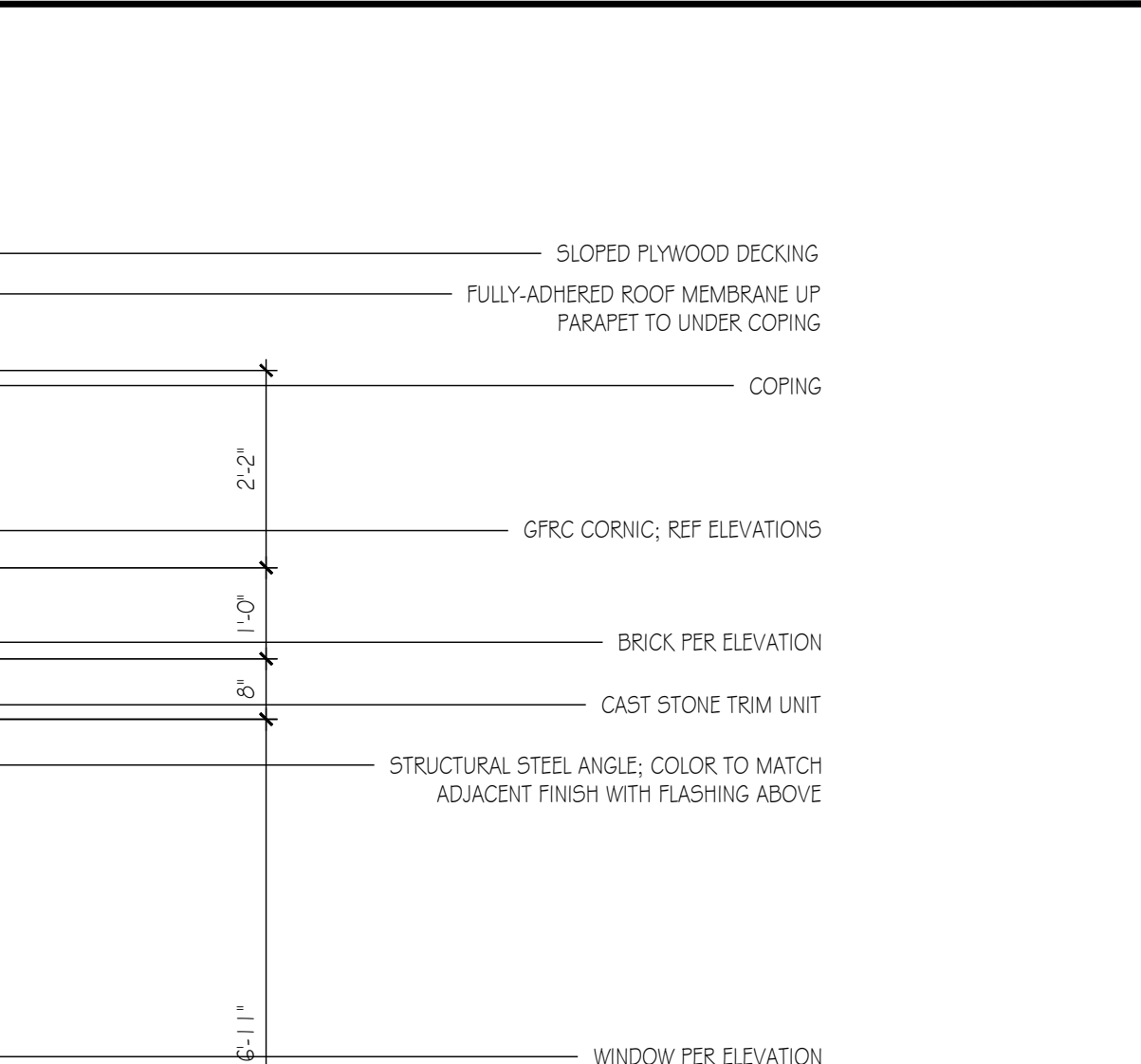
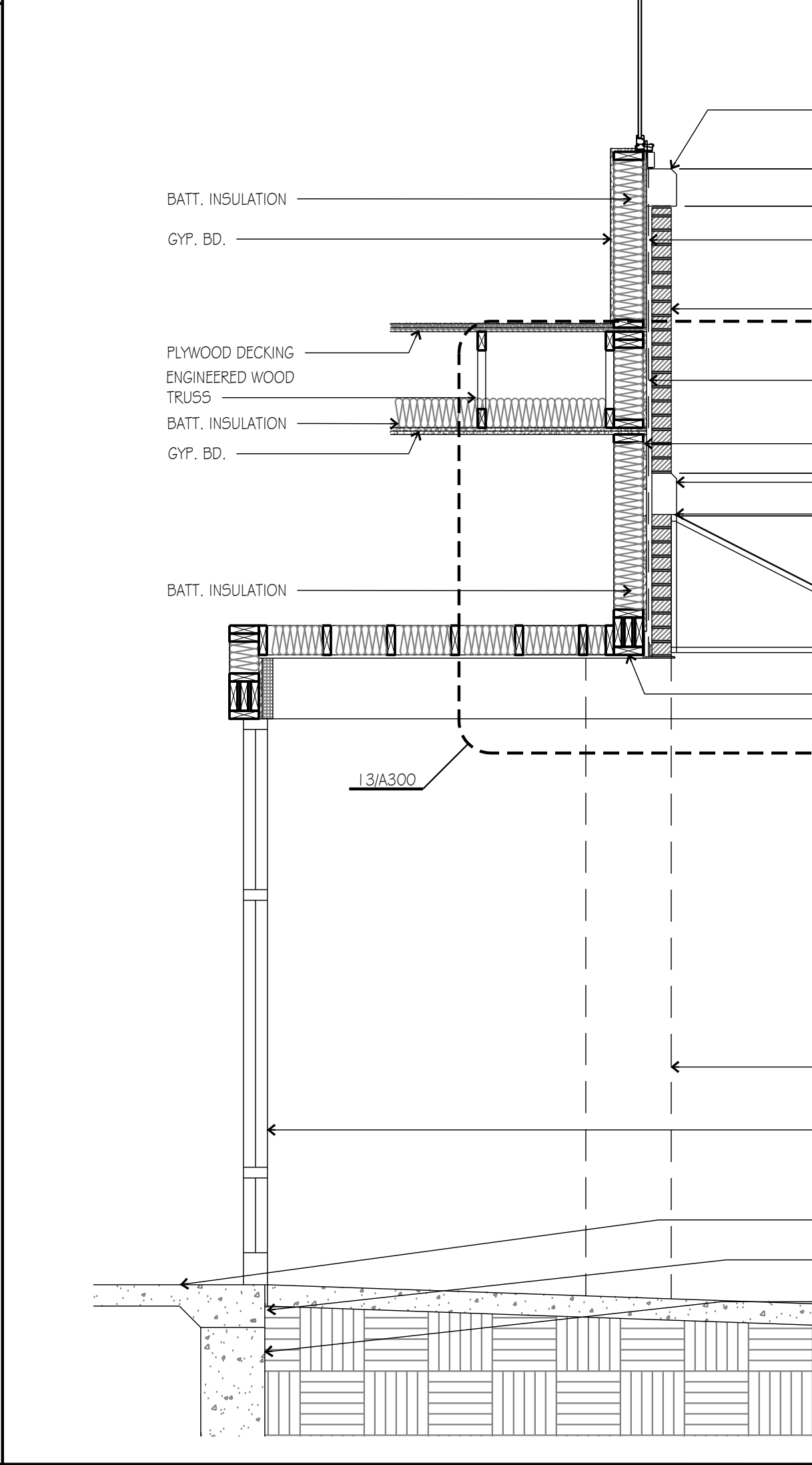
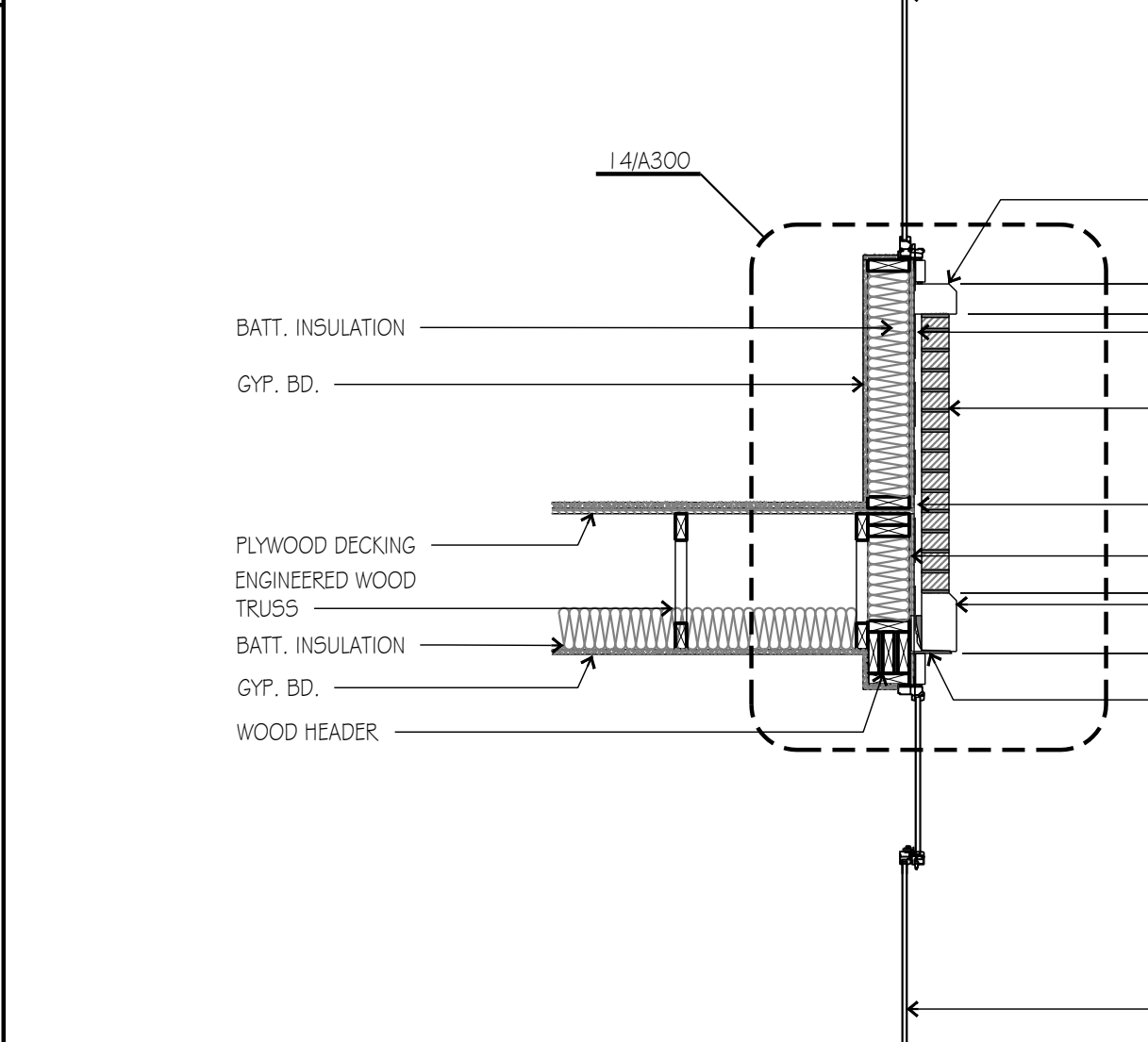
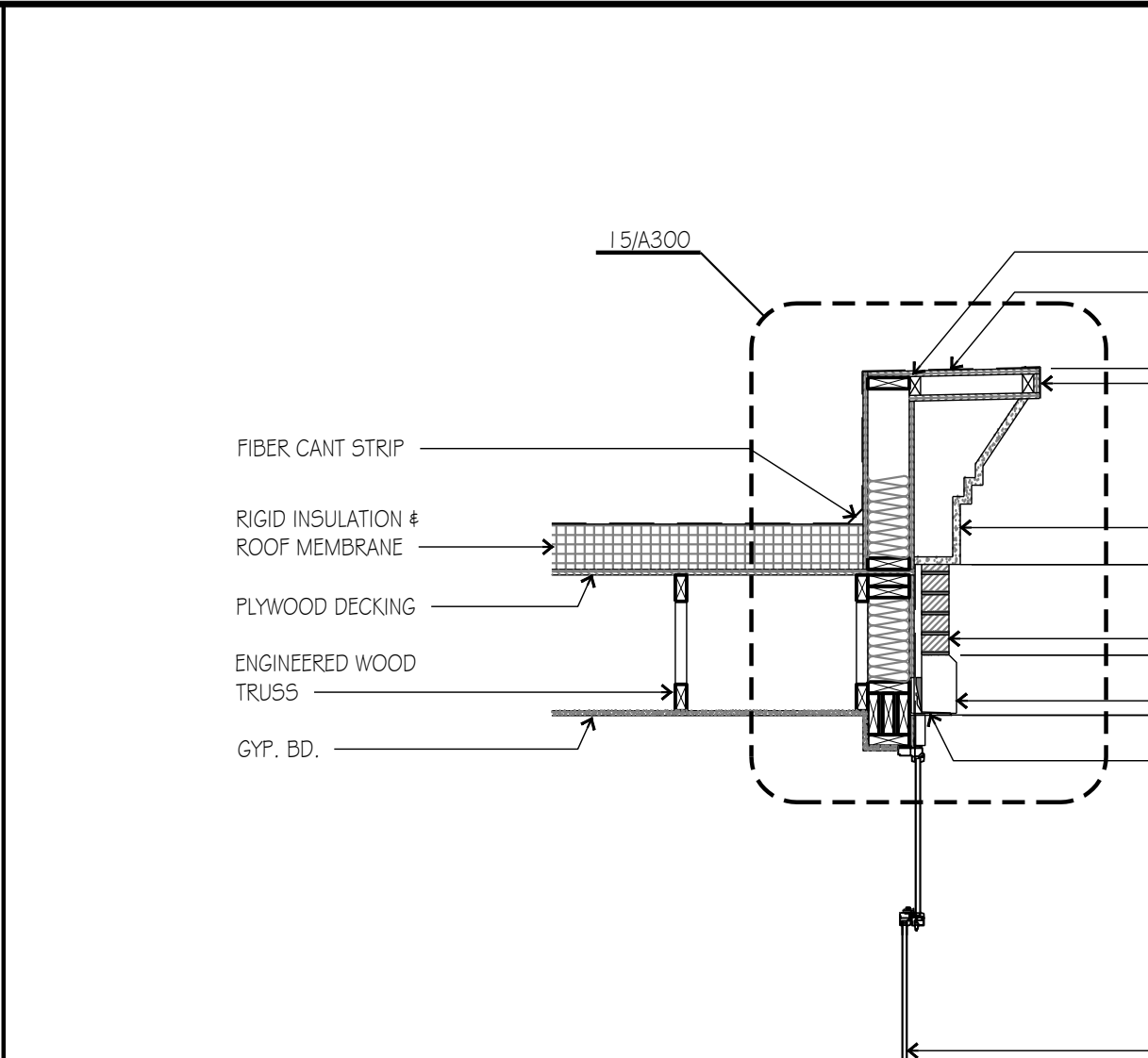
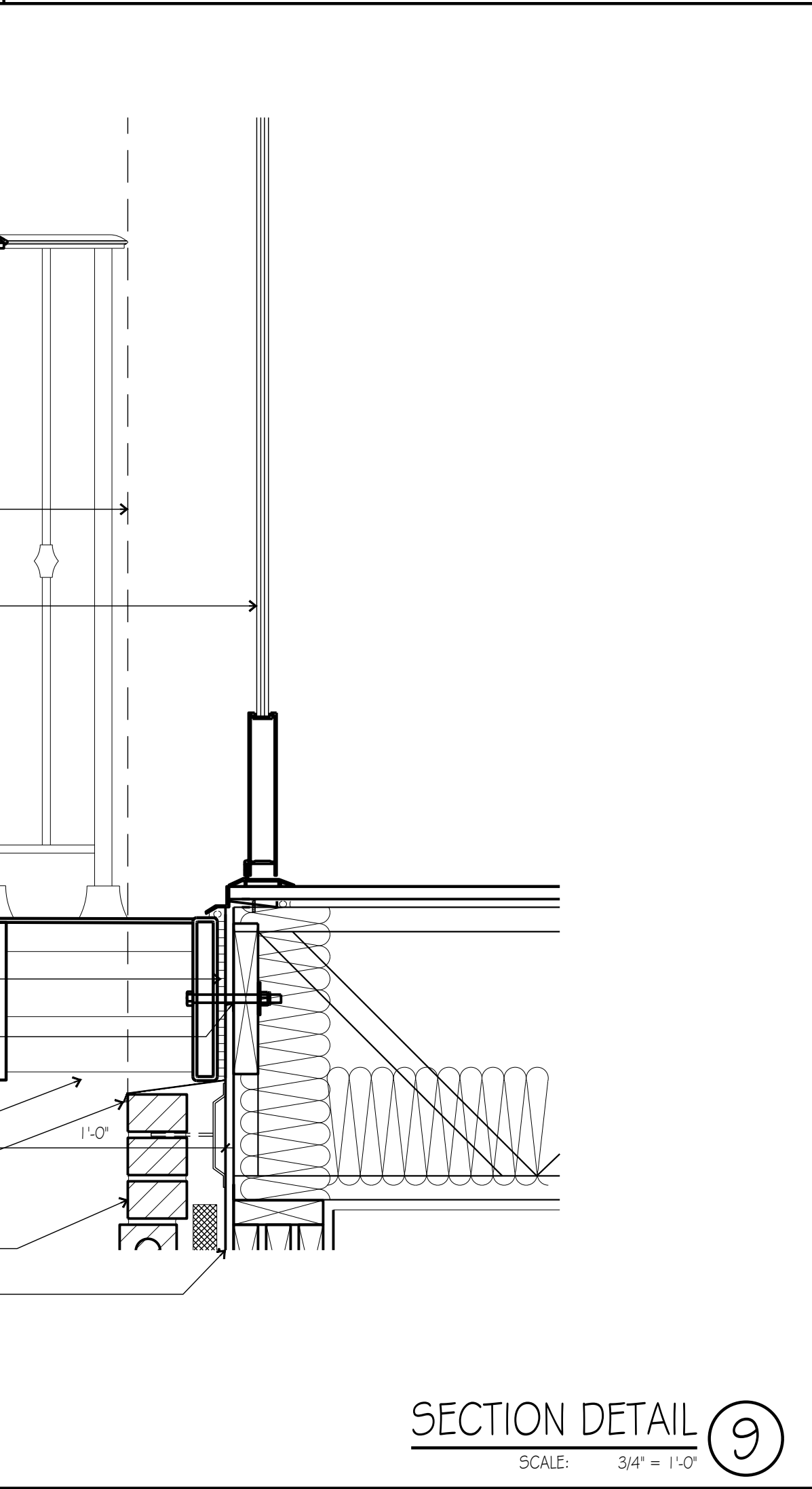
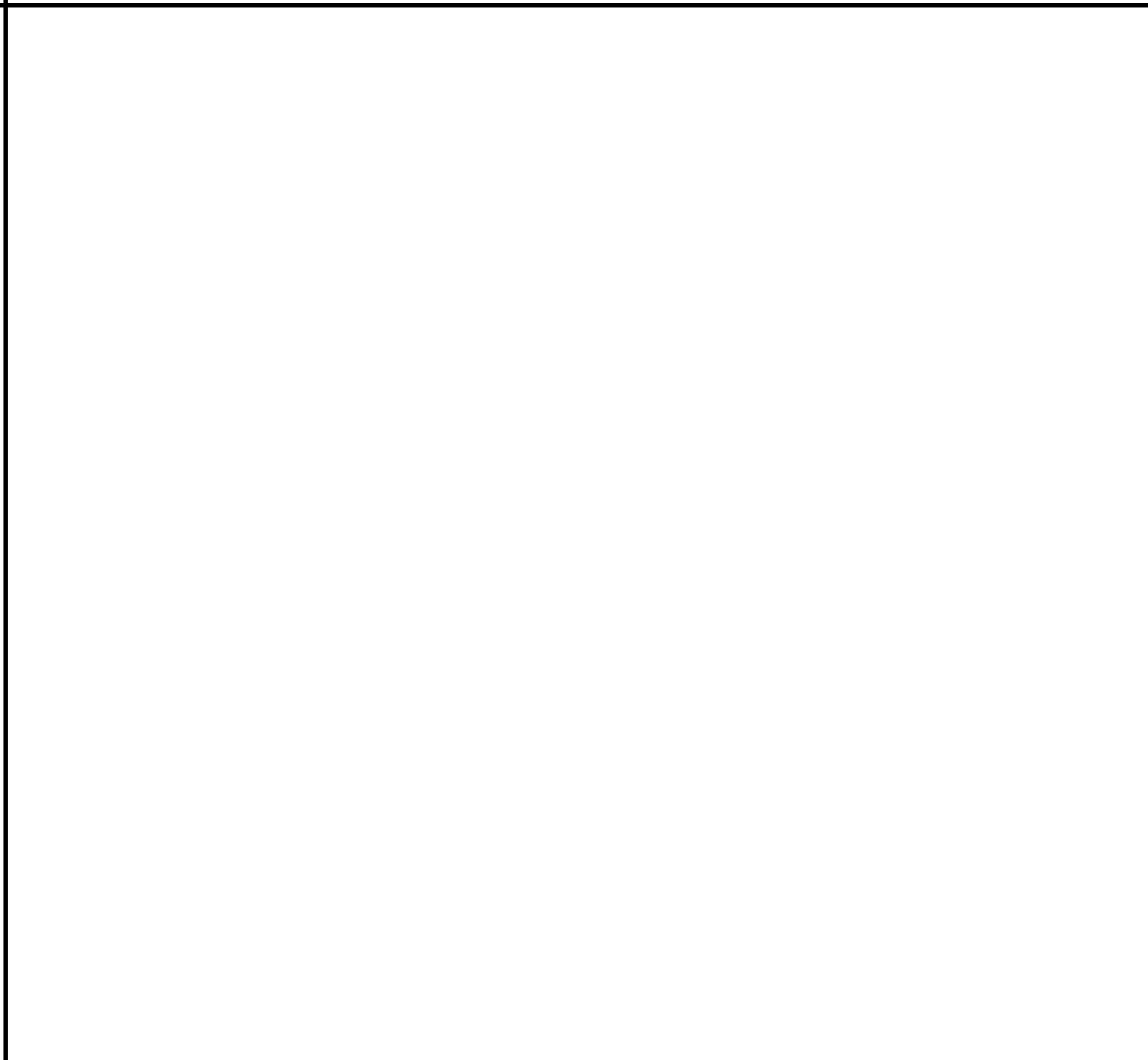
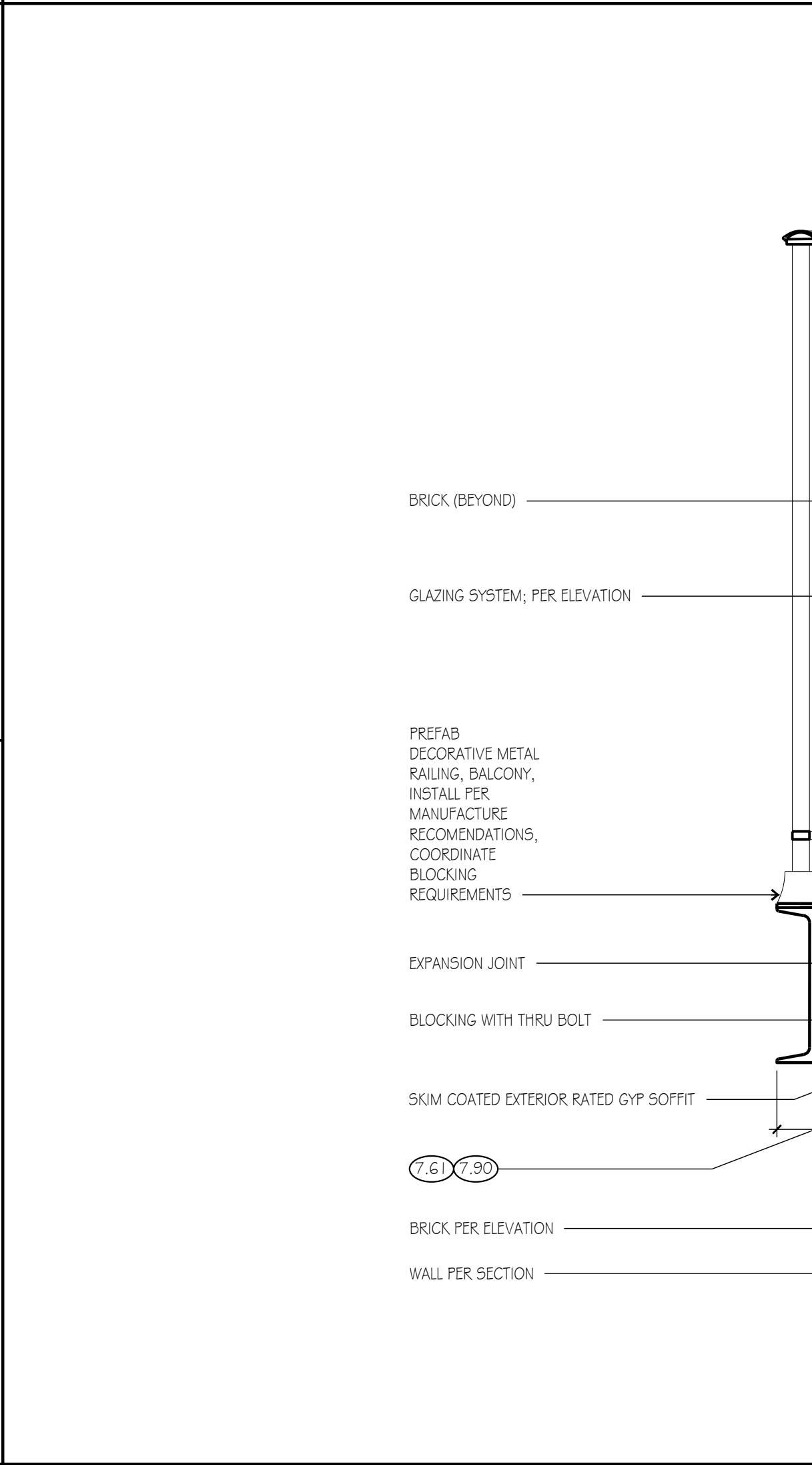
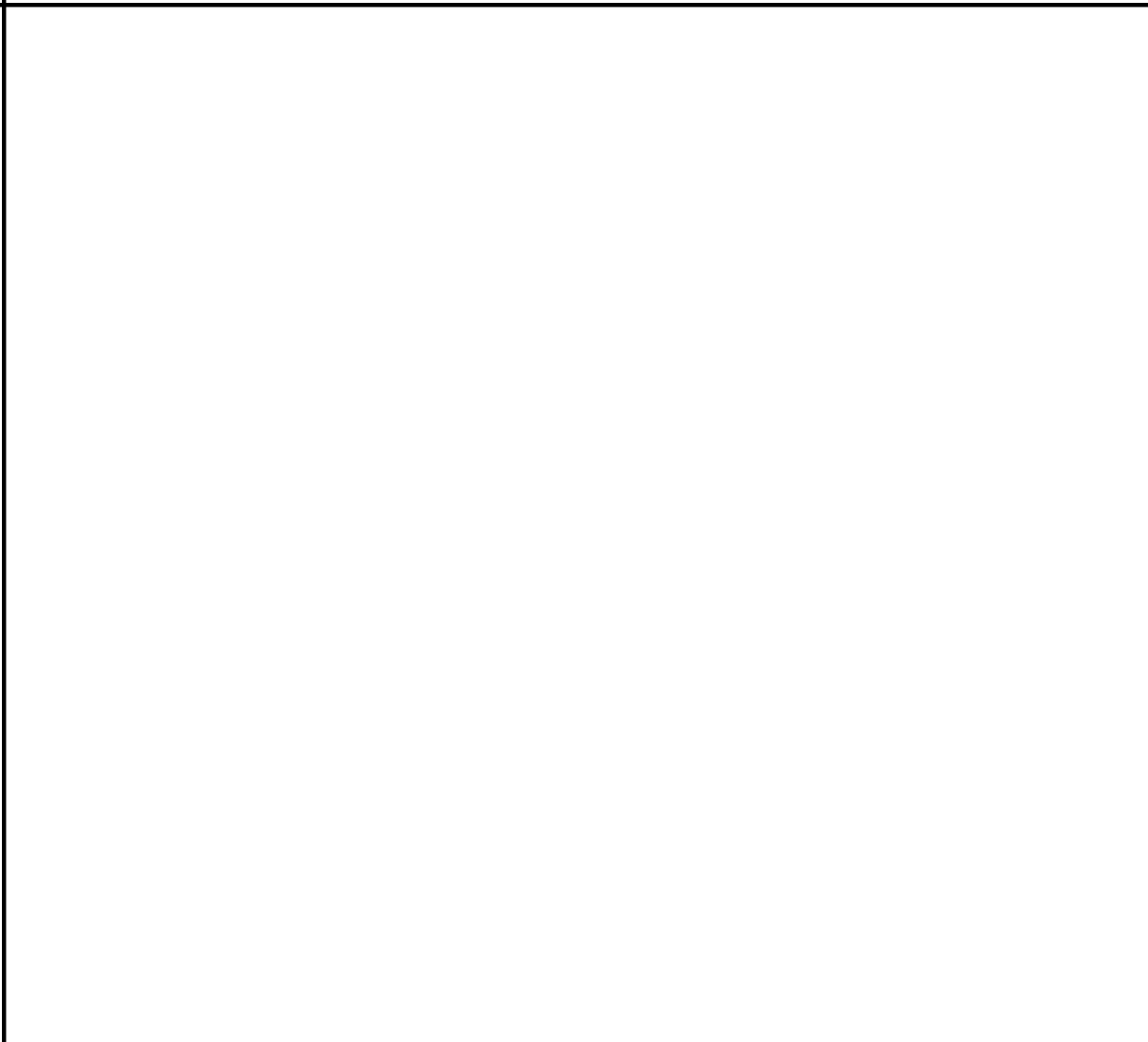
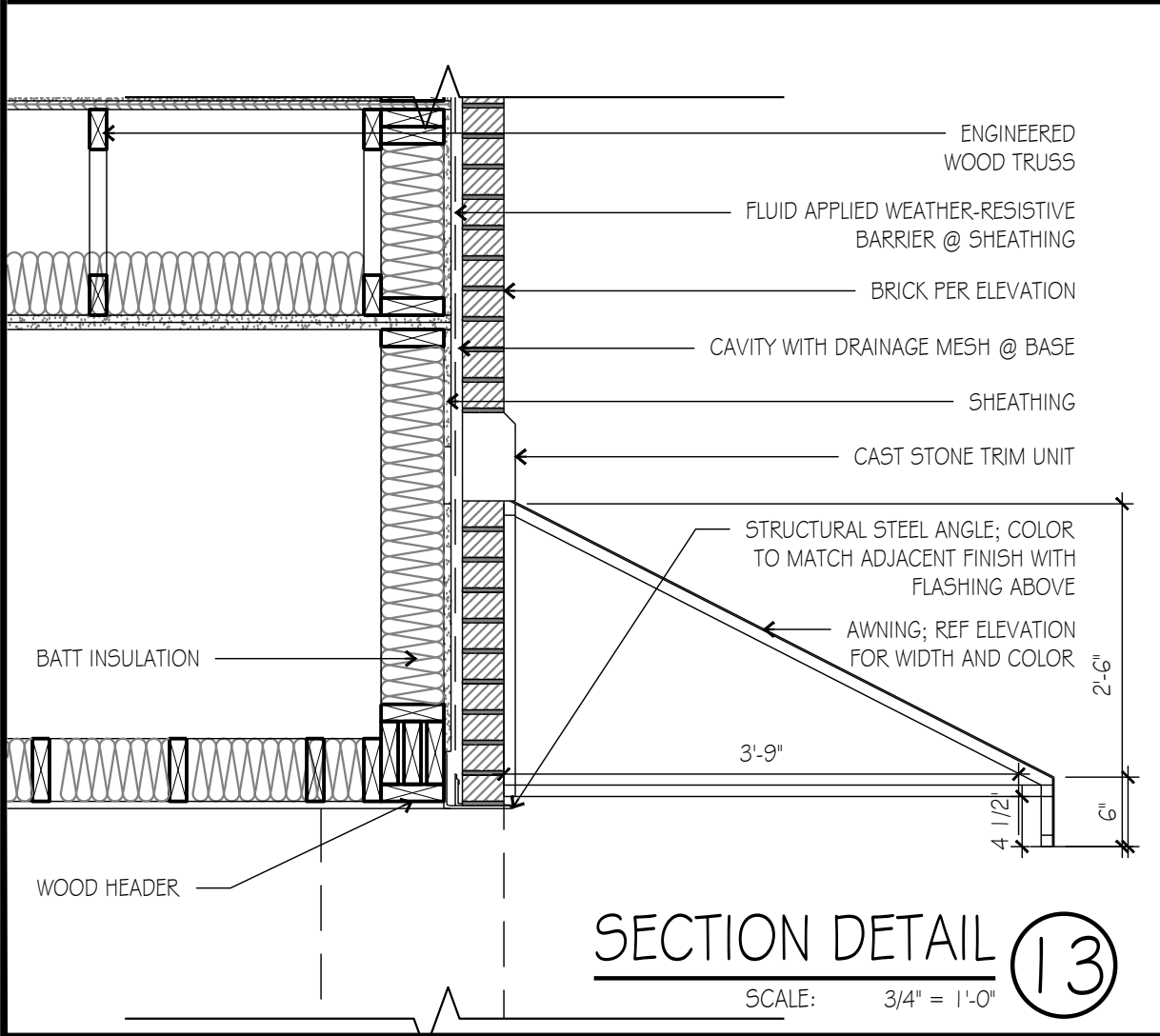
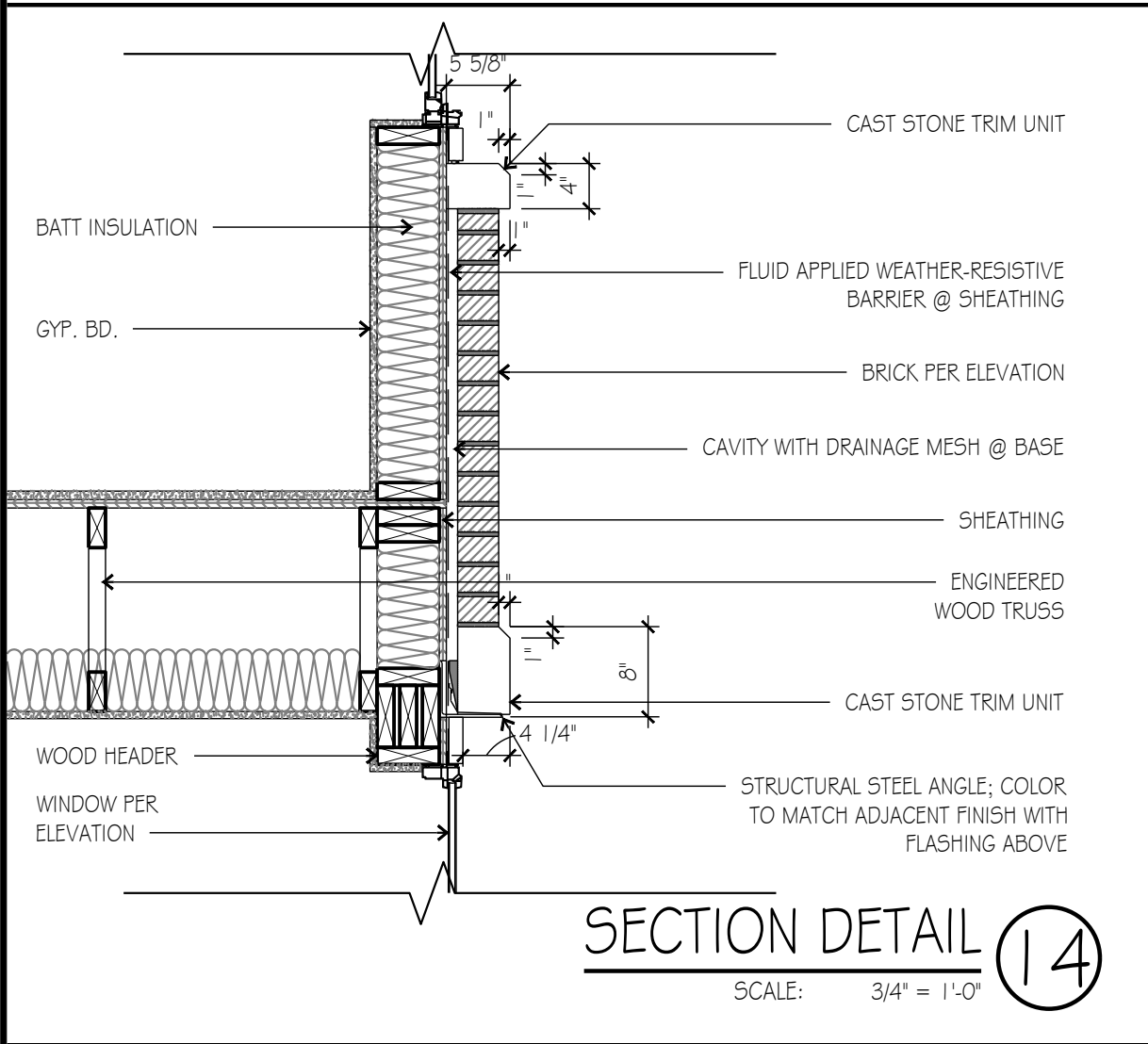
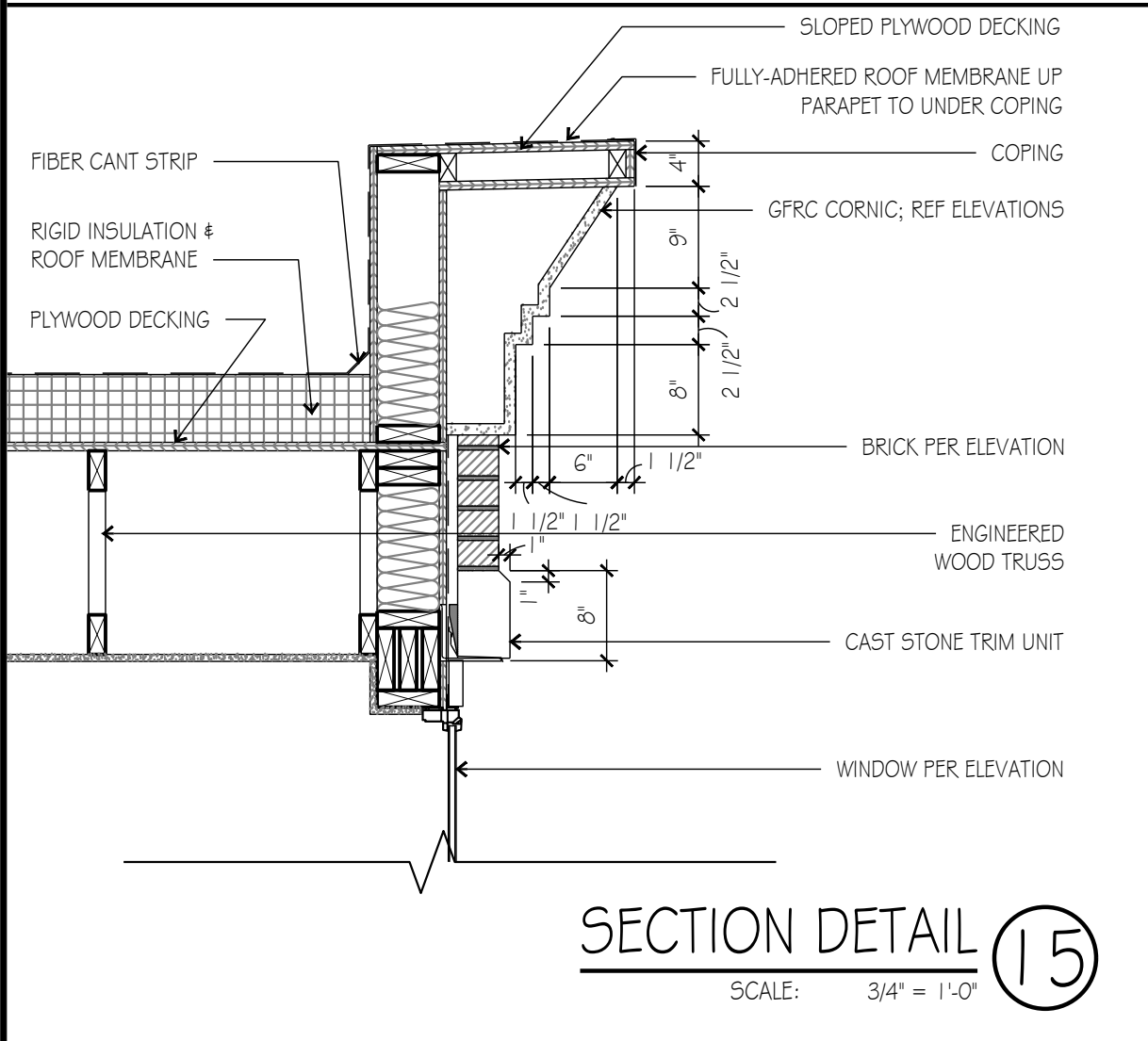
SECOND - THIRD FLOOR APARTMENTS (3)



GROUND LEVEL COMMERCIAL / APARTMENTS (2)



0 8' 16' 32'  **B1 LEVEL BASEMENT PARKING** 
SCALE: 1/16" = 1'-0"



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VERIFY ACTUAL CONDITIONS and dimensions prior to construction. Commencement of work constitutes verification and acceptance of all existing conditions. Application of a material or equipment item to Work resisted by others constitutes acceptance of that Work, and assumption of responsibility for satisfactory installation.

DIMENSIONS SHOWN are to finish face of a material unless otherwise indicated. CALCULATE & MEASURE dimensions - DO NOT SCALE drawings unless otherwise directed.

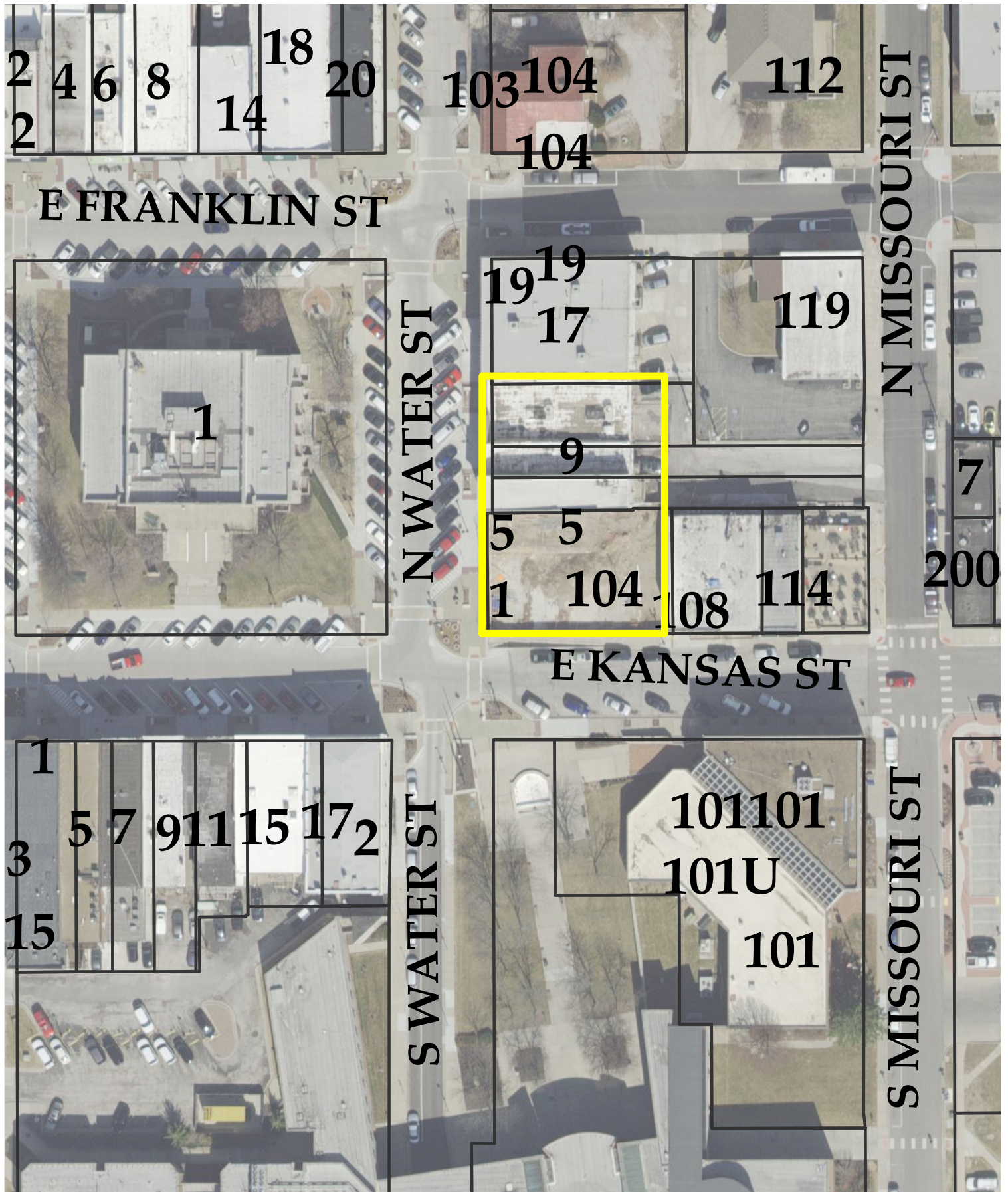
project title

INFILL MXD SITE PLANNING
STAR DEVELOPMENT
N WATER ST & E KANSAS ST
LIBERTY, MO

project number
23082.002
drawing issuance
FDP SUBMITTAL 09.06.24
drawing revisions
No. Description: Date:

professional seal

drawing title
SECTIONS AND DETAILS
drawing number
A300
Page 48 of 256



HDRC Case #24-013LS 1 5 7 9 and 11 N. Water



EXHIBIT B: VICINITY MAP

DEVELOPER / OWNER

STAR ACQUISITIONS INC, STAR
DEVELOPMENT CORP., AND DOWNTOWN
LIBERTY INVESTMENTS LLC

CONTACT

TIM HARRIS
244 WEST MILL ST, SUITE 101
LIBERTY, MO64068
PHONE: (816) 781-3322
EMAIL: tim@stardevcorp.com

NOTES:

1. PROPOSED BUILDING CONSTRUCTION AT STREET LEVEL WILL BE WITHIN PROPERTY LINE ESTABLISHED BY VEENSTRA & KIMM INC. (SHT 3).
2. DESIGN INTENT IS TO MATCH EXISTING BUILDING PARTY WALLS TO CREATE A CONTINUOUS STREET FACADE FRONTAGE BETWEEN EXISTING AND PROPOSED BUILDING.
3. PUBLIC WATER AND SEWER AVAILABLE FOR BUILDING CONNECTION.
4. PUBLIC STORMWATER DOES NOT EXIST IN THIS AREA OF DOWNTOWN. THE EXISTING RUNOFF SHOULD NOMINALLY BE THE SAME AS EXISTED PRIOR TO BUILDING DEMOLITION AND THEREFORE THE DESIGN INTENT IS TO SHEETFLOW RUNOFF TO THE PUBLIC STREET AS IT DID IN THE PRE-DEVELOPMENT CONDITION.

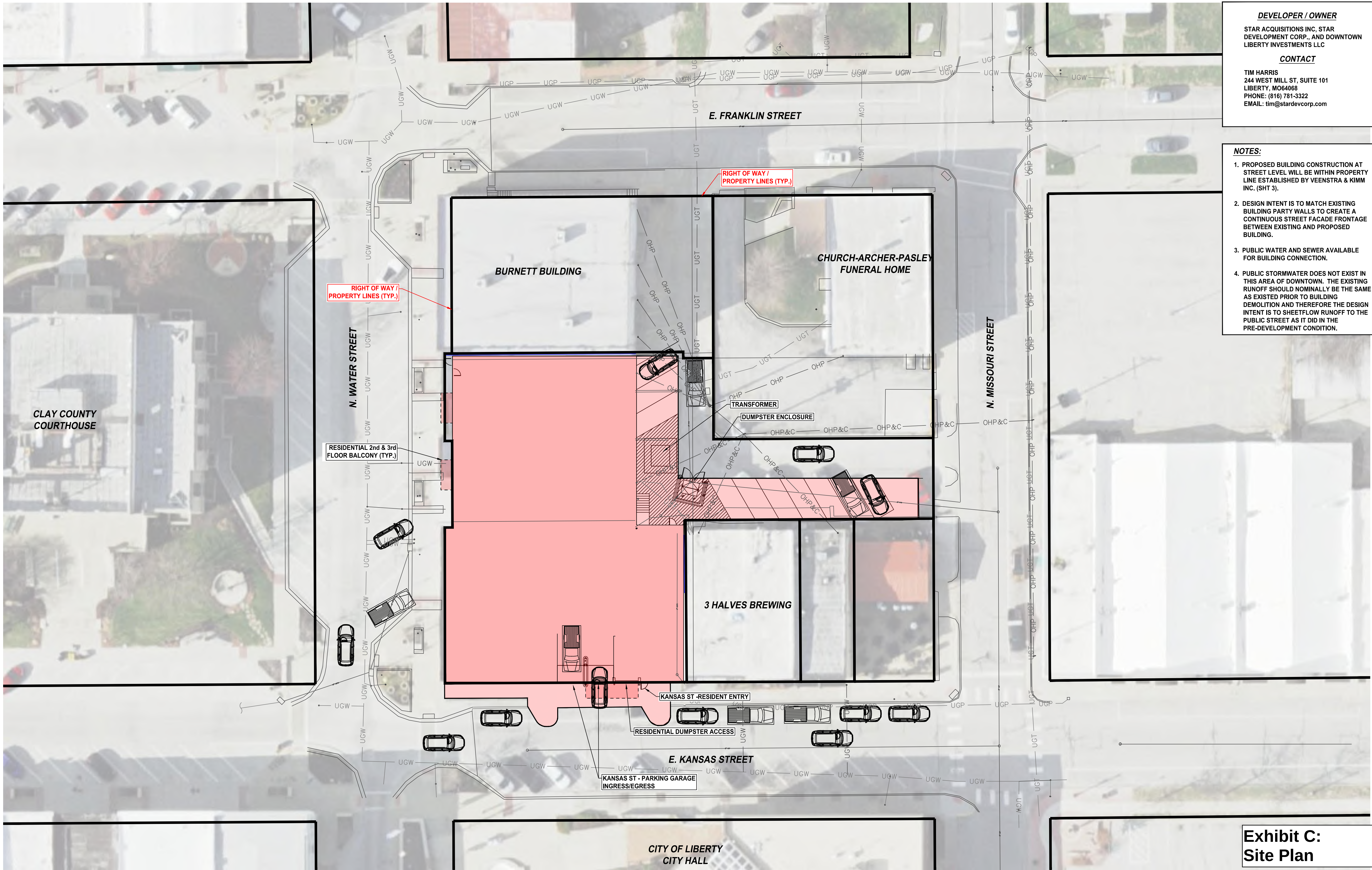
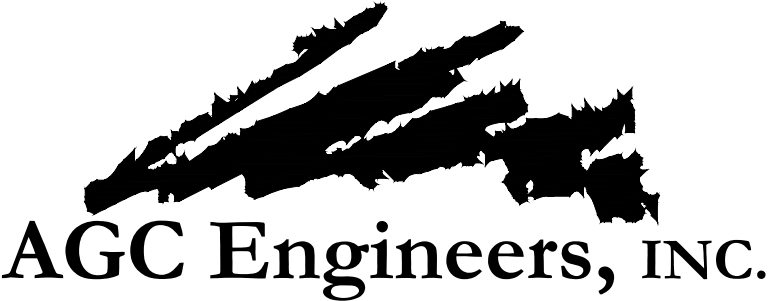
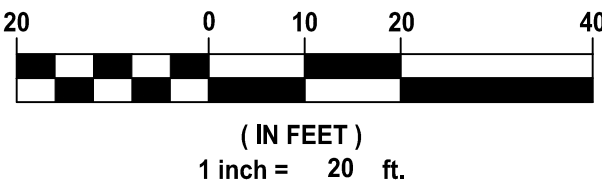


Exhibit C:
Site Plan

BY	REVISION	DATE
--		--
--		--
--		--
--		--
--		--
ACA	SUBMITTED TO HDRC	7-19-24



405 S. Leonard St., Suite D
Liberty, Missouri 64068

816.781.4200 ■
fax 792.3666

www.agcengineers.com

WATER STREET LOFTS
LIBERTY, CLAY COUNTY, MISSOURI
--
PROPOSED SITE PLAN

Proposal Description

Date September 6, 2024

Water Street Lofts – NE corner of N Water and E Kansas St.
Liberty, MO

Narrative:

The design for the mixed use commercial apartment project pulls various forms and detail elements from both existing storefront spaces and building in the downtown square area as well as other design elements appropriate to the historical timeframe of what the square is modeled after.

By utilizing a base, middle, top strategy we have a rusticated base level made of cast stone to compliment the courthouse and add a level of detail at the pedestrian ground plane. This coupled with the red brick that is also found around the city helps to ground this building and make it a natural transition from the adjacent Burnett building with several brick corbeling details on several of the ground level column elements. The lower bay storefront windows utilize trim elements with heavier mullions to mimic other buildings in the square such as the 1 E Kansas building.

These bay window elements are carried up the corner façade to give the building an open presence with additional glazing on the corner. The built in and wrap around balconies also feature decorative metal columns and cast stone caps for the brick areas.

White brick facades located strategically help break up the overall massing of the building creating a rhythmic pattern most often found in this area. The brick is also a design element found in other buildings along the square.

The mix of both fabric awnings and steel supported brick patio coverings further add to breaking the building up into different bays. As the building transitions to the upper floors, we utilize stone caps at the tops of windows to accentuate supporting elements along with cast stone sills.

Lastly the articulated roof cornice and elements utilize a variety of trim and projections to achieve caps that compliment the surrounding buildings in the square.

Exhibit D:
Proposal Description

The general layout of the building consists of the ground floor commercial area consists of what we anticipated to be 3 to 6 different tenant spaces of 10,090 SF. There is a floor to floor transition of 2' as we transition up the street so the northern tenant space sits up a bit higher than the spaces on the south with the patio out front. There is access to the rear alley for loading and trash.

The second and third level of the building are the same floor plate and are all residential units of varying sizes consisting of 1 and 2 bedroom units. There is a common corridor with access to trash chute, elevators, stairs and miscellaneous storage and mechanical rooms for servicing the building. There are 8 units per floor on floors 2 and 3, for a total of 16 units on all floors of the project. All units have exterior balconies.

The basement parking level of the building is accessed only on E Kansas St as it's the only "at grade" location for this floor. Because the basement level is on average more than 6' below grade it is considered a basement per the IBC definition and not a story above grade according to the building code. The basement is completely buried on 2 sides and approximately 6-7' buried on the east side with only the south side being exposed to allow for parking. The parking is fully secured with garage door access. This level also houses the trash compactor connected to the upper level residential via chute. At an grade pedestrian lobby for guest entry into apartments is located on the southeast corner of this area as well. Several utility service entry rooms are also on this level along with building maintenance rooms. There are also several bike racks within the secured garage for residents to use.

Lastly in the rear alleyway restriping of the alley will provide for additional stalls with striped areas for new building transformer and trash enclosure for the commercial uses.

End of Description

LIBERTY HISTORIC DISTRICT REVIEW COMMISSION
Excerpt of Regular Session Summary
Council Chambers, City Hall
August 20, 2024 5:30 p.m.

HDRC Case #24-013LS Consideration of a Certificate of Appropriateness for a new mixed-use building at 1-11 N. Water Street., Liberty Square Historic District.

PUBLIC HEARING

- Ms. Thill read the staff report and recommended approval of the application.
- Commissioner Rinker asked about guidelines for signage and lighting. Ms. Thill said that the applicant was not ready to request approval for the lighting and signage. They will bring that back to the HDRC for consideration.
- Mr. Klover showed sample materials of the cornice, brick, stone and awning fabric samples.
- Chairman Grundy asked the applicant if they have additional information for the Commission.
- Mr. Klover commented that he likes the idea having place/patio for people to gather, it provides 1600 square feet of gathering space. They hope to get a restaurant as a tenant for the corner space. The existing building to the left will have a window well. On the south elevation there is a large drop in the grade along Kansas Street, they will get rid of the stairs and rail that is existing. The wainscot was incorporated into the storefront design, per staff's recommendation. They tried to create a rhythm and pattern for the façade.
- Chairman Grundy asked if there are any questions for the applicant.
- Armstrong commented that the exhibits are very helpful.
- Commissioner Gray asked about the white brick for downtown.
- Mr. Klover said that it is used sparingly and visually it ties in with the white that is on the City Hall building.
- Mr. Klover said they thought they tried to keep the same rhythm and pattern as what is found on neighboring buildings.
- Commissioner Chelton asked if arched windows could be incorporated into the façade to tie in with the adjacent buildings.
- Mr. Klover said they could study that.
- Commissioner Gray asked how far the balcony sticks out.
- Mr. Klover said that they are 4 ft.
- Commissioner Gray added that from the first rendition it looks much better but the horizontal band of brick above the patio is too long of an expanse. The banding across the two south storefronts is very long and horizontal and should be broken with brick. Brick insets or "tricks with bricks" could be used to create a visual division. The balconies are out of place with the square and are likely to become eyesores when furnished.
- Mr. Klover said that the metal for the balconies will likely be by Architectural King Metals but they would be custom.
- Commissioner Drottz agreed that the banding on the façade doesn't look appropriate. He added that the living portions look too much like one building. He asked if there is a footing and if there will be a concrete slab between the garage and first floor.

- Mr. Klover said that there would be and it will be sprinkled.
- Commissioner Drottz said we would want to consider the visibility of the peoples' belongings on the balconies.
- Ms. Sharp said that people are allowed to have appropriate outdoor furnishings.
- Commissioner Drottz suggested more solid screening.
- Commissioner Gray said the balconies might look better if they were pushed back into the building.
- Ms. Sharp commented that staff felt that that design of having the balconies recessed is very modern, it was in the initial design and that was one of things discussed. Historically, that is isn't likely what you might see. The existing design of the balconies was done with effort for them to protrude out, rather than inset. She said the railings were similar to those found around the square.
- Commissioner Rinker commented that the exterior sconces don't blend historically. The lights are small and light on the building is intentional. The back lit signs would be something that would need to be discussed.
- Ms. Thill said that the lighting and signage is not part of this application.
- Commissioner Drottz asked about the cornice on the south elevation, asking if it ends flat or wrap around the building.
- Mr. Klover said the cornice would wrap around the building.
- Commissioner Gray commented that with the removal of the existing stairs along Kansas Street, a hand rail should be considered on the side of the building. She said it would be a walking route to the neighboring building, and that grade can be challenging for people to climb.
- Mr. Klover said it can be added in the future if needed.
- Commissioner Chelton asked what is above the parking area inside the building.
- Mr. Klover said it is the back of house for the commercial/restaurant space.

Chairman Grundy opened the Public Hearing.

Two members of the public wish to address the Commission.

- Ms. Carly Riley, 402 W Franklin- She is an architect loves the City, she feels that the building doesn't fit in to the historic square, yet. The existing facades are vertical and the proposed is horizontal. She feels it looks modern for a few reasons. She is fine with balconies on the Kansas side however the balconies on the Water street elevation are out of place, there aren't any elsewhere on the square. The way the glass windows wrap around the building is modern. Glass that spans two floors is modern. It is looking a lot better than the first design, but this looks like buildings in other cities in the metro area and she doesn't think that it fits on our historic square.
- Danelle O'Donnell, HDLI Director- Asked where the signage for the storefront businesses would go on the Water Street facades.
- Mr. Klover said signs would be on the awnings.

Chairman Grundy closed the public hearing at 6:10 pm.

- Commissioner Drottz said that Ms. Riley's comments are spot on.
- Commissioner Armstrong commented that if the white portion of the building was the red brick that might look better and if the windows were in trios or clusters that would help adding that a pattern of three's seem to drive the symmetry around the square. She

appreciates that this is new construction. Some have arches or a pediment to create some distinctive vertical features.

- Chairman Grundy commented that the windows are not always in threes, there are some facades with four windows and others with five, on the North side of the square.
- Ms. Sharp said as staff worked through this with the applicant we referenced the code. There is nothing in the code that says the windows need to be in an odd number or pattern. We looked if there are quality materials and to reduce the height. That isn't to discard things which might help make it more traditional. We want to make sure our analysis is rooted in the city code. We are not here to redesign this to our individual preferences. Our comments should be based on the code.
- Commissioner Rinker said some of the things in the code aren't measurable. There are very modern features that would be added to the square for the first time. The sconces look like a movie theatre, the white part is modern.
- Ms. Thill reminded the Commission that the lighting is not part of this proposal.
- Commissioner Armstrong said there is room for interpretation that catches us off guard. For fenestration, this may have not captured the rhythm and patterns. It's new construction we can't expect a building that looks like it is from the 1880s.
- Mr. Klover said that they need to be careful of design by committee, as those often look terrible. They do take this historic location seriously and they want it to be compatible. He said they are happy to work on appropriate materials.
- Commissioner Aramjoo said he is very grateful for the applicant listening to the Commission's suggestions given at the study session and the amount of insight that was provided to him. He said it seems that they are trying to meet the goals for the downtown area in light of all the suggestions. He can relate to how difficult it must be to balance all the interests that are affected on the square as he had to rebuild a house in the historic district after a fire which had to meet the needs of his family and the historic district but not the entire downtown.
- Commissioner Armstrong said the storefronts feel very comfortable to her.
- Chairman Grundy commented that the space has to be useful for the tenants. We could nitpick it to death. He agrees with Commissioner Aramjoo's comment that they took our suggestions and implemented several of them. He doesn't see anything that causes tremendous distress like the last design did, adding that this is something he can live with.
- Commissioner Chelton said it is hard to find the balance of respecting the neighboring architecture, at some point we need to move forward.
- Commissioner Rinker said the monolithic run of the stone could be broken up. The long runs are concerning.

Action: Commissioner Aramjoo moved to approve the case as presented in the staff report because it supports the UDO and the Design Guidelines, Commissioner Armstrong seconded the motion.

Vote: Motion passed 5-3-0

Yes: Aramjoo, Armstrong, Chelton, Grundy, Schmidt

No: Drott, Gray, Rinker

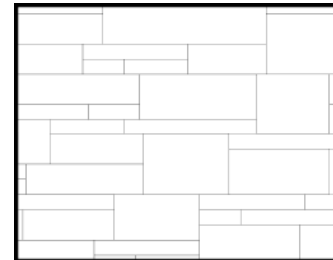
Abstain: None

Chairman Grundy said the case would be heard in front of the City Council on Monday, September 23, 2024.



U.S. STONE
INDUSTRIES

McKinley
Non-Tumbled Dimensional Dry Stacked Veneer
Common Name
Sawn Bed Split Face, Dimensional, Random
Ashlar, Building Stone



Additional Information
Sawn Bed, Split Face, Split Ends

Standard 4-rise mix: 7% 4", 31%
6", 31% 8" and 30% 10" rises

and 3-rise mix: 20% 3 1/2", 40%
7", 40% 10 1/2" rises

Thin Veneer will be 3/4" to 1-1/4"
thickness

Full Bed will have nominal 4 1/2"
(+/- 1/2") bed depth

Installed with Dry Stack/No Joint

Available Stone Types:
Cottonwood, Silverdale, Onaga,
Prairie Shell, Chestnut Shell, Flint
Hills Gray, Gray Variegated, Plaza
Gray

Exhibit F:
Supplemental Images

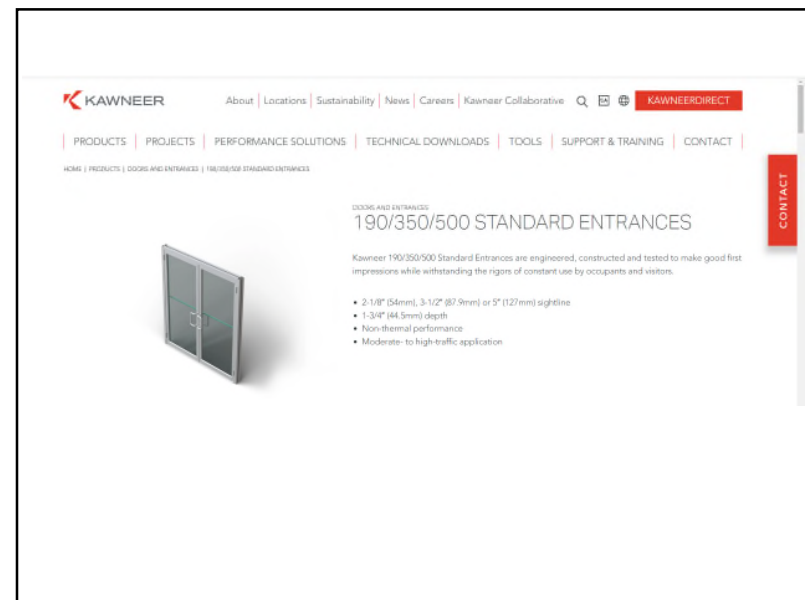
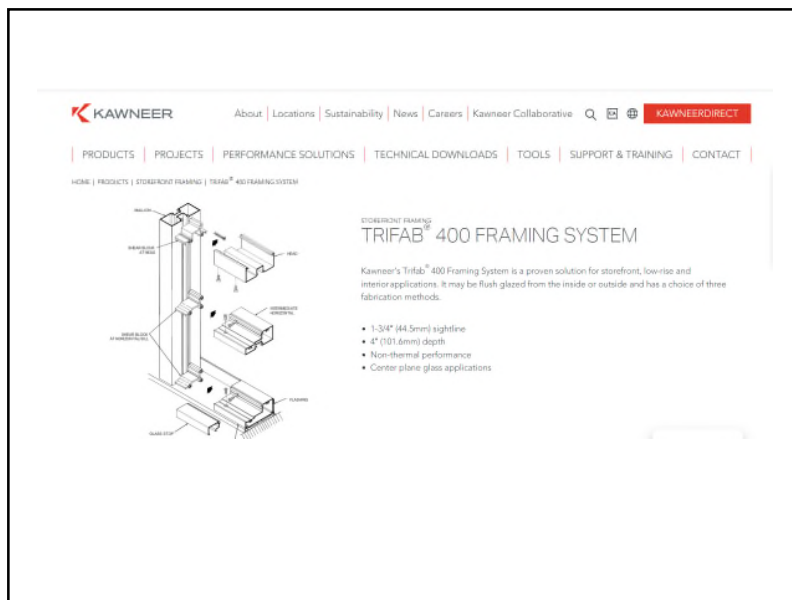


Exhibit F:
Supplemental Images

Unmatched strength and lasting durability

Achieve commercial grade strength and lasting durability for your customer's long-term return on investment. Pella Impervia products are made from our proprietary fiberglass material, the strongest material for windows and patio doors, engineered for lasting durability.

Revolutionary hardware

The patent pending Easy-Slide Operator simply slides to open, without the effort of cranking, on casement and awning windows.

100% more impact resistant*

Pella's fiberglass is 100% more impact-resistant than Andersen's Fibrex windows. You can trust our fiberglass products to be better equipped to stand up to a hammer misuse and other jobsite conditions.

Proven performance

Engineered for the rigorous performance requirements of a commercial building, Pella Impervia products provide outstanding resistance to water, wind and outside noise.

Installation solutions and expertise

With nearly 100 years in business, we've got you covered with products and installation solutions for your exact situation.

Exceptional mulling capabilities

With both interior and exterior accessory grooves on all Pella fiberglass products you can create larger, unique combinations specifically for your remodel or new construction project. Our extensive factory-mulled options will come preassembled, saving you time on the jobsite.

Up-to-date color palette

Achieve your design style with up-to-date frame color options, including Black.

Tested beyond requirements

Tested beyond industry standards and to extremes from -40°F to 160°F, our proprietary fiberglass can handle the most extreme heat and sub-zero cold! Our products are tested beyond industry standards to help ensure less maintenance with fewer callbacks.

Durable three-way corner joints

For added strength, durability and reliable water performance, Pella Impervia products feature corner locks and sashes injected with sealant and fastened with screws.

The confidence of a strong warranty*

We know your reputation matters, so we have one of the strongest warranties in the business.

Pella Impervia®

Fiberglass windows and patio doors

Sleek profiles and more glass

Create bold designs from sleek profiles and more glass with our intentionally designed products made from our exceptionally strong proprietary fiberglass.

Available in these window and patio door styles:

PELLA WINDOWS & DOORS
OF KANSAS CITY

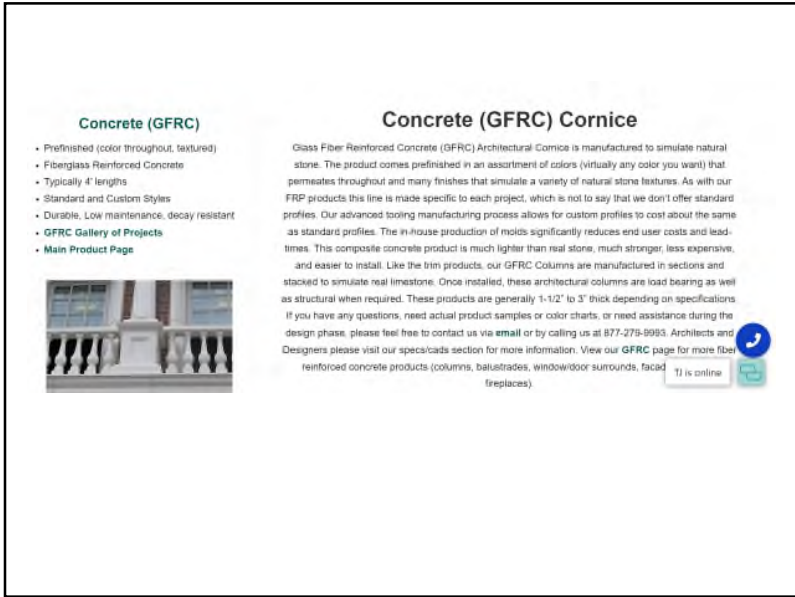
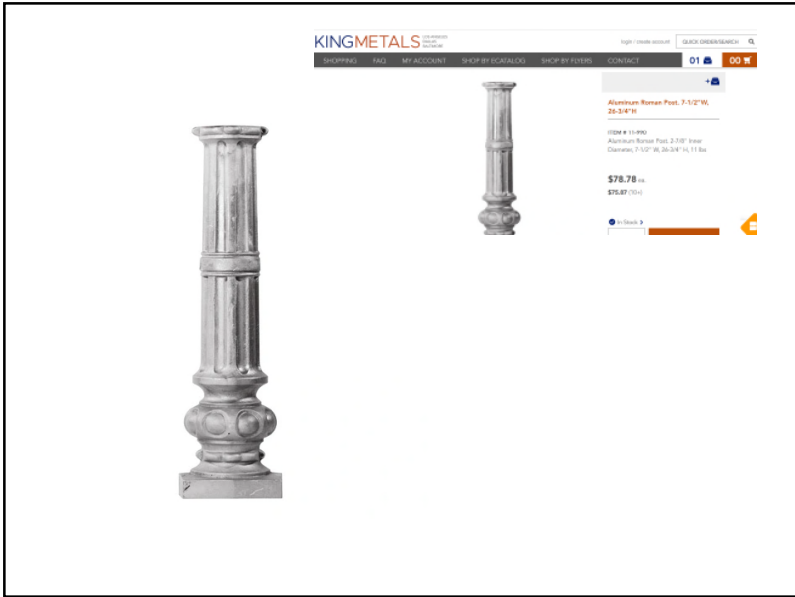
[Windows](#)
[Doors](#)
[Inspiration](#)
[How to Purchase](#)
[For The Pros](#)
[Showrooms](#)
[Support and Service](#)

Used in a range of commercial and industrial items, fiberglass is a naturally strong material, making it a great option for windows. In fact, Pella's proprietary fiberglass material is the strongest material for windows.* In addition to its strength, fiberglass is long-lasting, low-maintenance, and resistant to its chipping, chalking, and fading. This window material doesn't expand or contract when the weather changes and acts as an insulator, giving you a long-term energy-efficient window frame.

Fiberglass windows are:

- Durability
- Maintenance-free
- Weather resistant

Exhibit F:
Supplemental Images



**Exhibit F:
Supplemental Images**

Acid etched concrete picture added to material board, this finish is only used on the rear of the building along the alley for the exposed portion of the basement garage. Example image below



Overhead Door Model #424

<https://www.overheaddoor.com/commercial/commercial-details/sectional-steel-doors-424>



Exhibit F: Supplemental Images



Exhibit F:
Supplemental Images

RESOLUTION NO. _____

A RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS
FOR THE CONSTRUCTION OF A NEW MIXED-USE BUILDING AT 1-11 N. WATER STREET,
LIBERTY SQUARE HISTORIC DISTRICT.

WHEREAS, a decision of the Historic District Review Commission to approve a certificate of appropriateness for the construction of a new mixed use building at 1-11 N. Water Street has been duly and properly presented to the City Council;

WHEREAS, applications for a certificate of appropriateness for new construction of primary structures within historic districts must be reviewed by the HDRC and forwarded to the council with a recommendation; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a certificate of appropriateness for the construction of a new mixed use building at 1-11 N. Water Street, Liberty Square Historic District, is hereby granted, according to the design specifications in the application for a certificate of appropriateness on file in the Department of Planning and Development and available for review as required by law.

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF August 30, 2024 TO September 13, 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	100	\$ 185,913.99
CID-LIBERTY COMMONS	600	\$ 2,473.60
TIF-BLUE JAY CROSSING	709	\$ 21,144.10
LIBERTY CORNERS CID	605	\$ 24,117.47
CAPTIAL SALES TAX FUND	351	\$ 28,945.52
TRANSPORTATION SALES TAX FUND	352	\$ 4,134.39
PARK SALES TAX FUND	353	\$ 10,950.00
ECO/DEVO SALES TAX FUND	354	\$ 16.36
FIRE SALES TAX FUND	356	\$ 8,757.02
PARKS FUND	460	\$ 192,426.43
SPORTS COMPLEX FUND	461	\$ 56,648.81
COMMUNITY CENTER FUND	465	\$ 33,239.17
TRANSIENT GUEST TAX FUND	244	\$ 32,035.34
CEMETERY MAINTENANCE FUND	247	\$ 1,785.33
WATER OPERATING FUND	590	\$ 66,214.50
WASTEWATER OPERATING FUND	591	\$ 60,917.03
WATER CAPITAL FUND	592	\$ 13,126.86
SOLID WASTE FUND	595	\$ 30.08
PAYROLL CHECKS & BENEFITS	9/6/24	\$ 1,326,207.17
TOTAL APPROPRIATIONS		<u><u>\$ 2,069,083.17</u></u>

PASSED by the Council this 23rd day of September, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 23rd day of September, 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

SEPTEMBER 6, 2024

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER: CHECK DATE: CHECK STATUS: CHECK CLEARED DATE										
187509; 09/06/2024; Outstanding; null										
	12	JOEL REINOEHL MARKETING	RR038	08/29/2024	PARKS &		461-55044-451-0000 00	MISCELLANEOUS FEES	Red Robin Field Sponsorship	\$ 199.80
	12	JOEL REINOEHL MARKETING	TL008	08/29/2024	PARKS &		461-55044-451-0000 00	MISCELLANEOUS FEES	Landing Field Sponsorship	\$ 720.00
	12	JOEL REINOEHL MARKETING	AT0019	08/29/2024	PARKS &		461-55044-451-0000 00	MISCELLANEOUS FEES	Adam's Toyota Banner Sponsorship	\$ 135.36
	12	JOEL REINOEHL MARKETING	AT0019	08/29/2024	PARKS &		465-55043-420-0000 00	SPONSORSHIPS	Adam's Toyota Banner Sponsorship	\$ 43.73
	12	JOEL REINOEHL MARKETING	AT0019	08/29/2024	PARKS &		460-55041-400-0000 00	CONTRACT LABOR	Adam's Toyota Banner Sponsorship	\$ 29.16
	12	JOEL REINOEHL MARKETING	HW01	08/29/2024	PARKS &		461-55044-451-0000 00	MISCELLANEOUS FEES	One Hour HVAC Banner Sponsorship	\$ 529.38
	12	JOEL REINOEHL MARKETING	HW01	08/29/2024	PARKS &		465-55043-420-0000 00	SPONSORSHIPS	One Hour HVAC Banner Sponsorship	\$ 259.88
	12	JOEL REINOEHL MARKETING	HW01	08/29/2024	PARKS &		460-55041-400-0000 00	CONTRACT LABOR	One Hour HVAC Banner Sponsorship	\$ 173.24
	12	JOEL REINOEHL MARKETING	NIL01	08/29/2024	PARKS &		461-55044-451-0000 00	MISCELLANEOUS FEES	Northland Injury Law Banner Sponsorship	\$ 264.69
	12	JOEL REINOEHL MARKETING	NIL01	08/29/2024	PARKS &		465-55043-420-0000 00	SPONSORSHIPS	Northland Injury Law Banner Sponsorship	\$ 129.94
	12	JOEL REINOEHL MARKETING	NIL01	08/29/2024	PARKS &		460-55041-400-0000 00	CONTRACT LABOR	Northland Injury Law Banner Sponsorship	\$ 86.62
CHECK TOTAL FOR CHECK NUMBER 187509										\$ 2,571.80
187510; 09/06/2024; Outstanding; null										
	16	TELEFLEX LLC	9508869042	08/26/2024	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 2,010.50
CHECK TOTAL FOR CHECK NUMBER 187510										\$ 2,010.50

**Voided checks present and it may affect total amount calculations

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
	95	CYCLONE INC	43508	08/31/2024	FIRE		100-57019-300-0000	BUILDING MAINTENANCE	Portable Restroom Service	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 187511										\$ 90.00
187512; 09/06/2024; Outstanding; null										
	290	ARROWHEAD SCIENTIFIC INC	171365	06/21/2024	POLICE		100-53020-511-0000	PROPERTY ROOM SUPPLIES	Property room supplies	\$ 883.03
CHECK TOTAL FOR CHECK NUMBER 187512										\$ 883.03
187513; 09/06/2024; Outstanding; null										
	366	ARCHIE W. MICHAEL III	2024	08/29/2024	PARKS &		461-55041-451-00000	CONTRACT LABOR	Tennis Contract Labor	\$ 5,390.00
CHECK TOTAL FOR CHECK NUMBER 187513										\$ 5,390.00
187514; 09/06/2024; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	09032024	07/31/2024	FINANCE		100-52998-160-0000	EMPLOYEE ASSISTANCE PROGRAM	REMAINING JULY DUE	\$ 450.00
	367	CLINICAL COUNSELING ASSOC	NA	08/29/2024	FIRE		100-52998-160-0000	EMPLOYEE ASSISTANCE PROGRAM	City Wide - Counseling	\$ 360.00
CHECK TOTAL FOR CHECK NUMBER 187514										\$ 810.00
187515; 09/06/2024; Outstanding; null										
	460	STRATUS BUILDING SOLUTIO	7082275	09/01/2024	PARKS & REC-		465-55041-420-0000	CONTRACT LABOR	PKS 3RD SHIFT	\$ 4,374.00
CHECK TOTAL FOR CHECK NUMBER 187515										\$ 4,374.00
187516; 09/06/2024; Outstanding; null										
Include past due from invoice 37136911 - PAF was sent 8/5	492	ALL COPY PRODUCTS, INC.	37345627	09/02/2024	PARKS & RECREATION		460-57012-400-0000	OFFICE EQUIPMENT MAINTENANCE	Postage Service Agreement	\$ 459.26
CHECK TOTAL FOR CHECK NUMBER 187516										\$ 459.26

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187517; 09/06/2024; Outstanding; null										
Open & Close for August 2024	566	LEINTZ LAWN & CONSTRUCTION	2312	09/03/2024	CEMETERY MAINTENANC	Open & Close for August	247-55041-204-000000	CONTRACT LABOR	Open & Close Services	\$ 450.00
CHECK TOTAL FOR CHECK NUMBER 187517										\$ 450.00
187518; 09/06/2024; Outstanding; null										
	641	PITTMAN SUPPORT SERVICES, LLC	24-008	09/01/2024	FINANCE		100-55041-130-000000	CONTRACT LABOR	August Hours	\$ 5,349.66
	641	PITTMAN SUPPORT SERVICES, LLC	24-008	09/01/2024	FINANCE		100-55041-111-000000	CONTRACT LABOR	Admin	\$ 20.66
CHECK TOTAL FOR CHECK NUMBER 187518										\$ 5,370.32
187519; 09/06/2024; Outstanding; null										
	647	SECURITAS TECHNOLOGY CORP	6004364278	08/13/2024	UTILITIES		590-55041-802-000000	CONTRACT LABOR	Alarm Maintenance	\$ 490.00
CHECK TOTAL FOR CHECK NUMBER 187519										\$ 490.00
187520; 09/06/2024; Outstanding; null										
	713	KOHL WHOLESALE INC	1047693	09/04/2024	PARKS & REC-		461-53005-451-000000	CONCESSION SUPPLIES	PKS CONCESSION FOOD	\$ 1,042.47
CHECK TOTAL FOR CHECK NUMBER 187520										\$ 1,042.47
187521; 09/06/2024; Outstanding; null										
	715	POLYDYNE INC.	1861827	08/30/2024	UTILITIES		591-53009-902-000000	CHEMICALS	WWTP - Chemicals	\$ 9,548.00
CHECK TOTAL FOR CHECK NUMBER 187521										\$ 9,548.00
187522; 09/06/2024; Outstanding; null										
	728	CHERRYROAD MEDIA INC	0002597530	08/31/2024	PLANNING &		100-55031-150-000000	LEGAL ADS	Legal Notices	\$ 66.68
	728	CHERRYROAD MEDIA INC	0002622040	09/04/2024	FINANCE		100-55028-130-000000	ADVERTISING	Property Tax Rate Hearing 3.0 x 5.5	\$ 99.00
CHECK TOTAL FOR CHECK NUMBER 187522										\$ 165.68

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187523; 09/06/2024; Outstanding; null										
	776	MIDWEST CUTS LAWN	30	08/30/2024	UTILITIES-PO		591-55041-902-000000	CONTRACT LABOR	WWT MOWING	\$ 720.00
CHECK TOTAL FOR CHECK NUMBER 187523										\$ 720.00
187524; 09/06/2024; Outstanding; null										
	776	MIDWEST CUTS LAWN	31	08/30/2024	UTILITIES-PO		590-55041-802-000000	CONTRACT LABOR	WTR MOWING AND	\$ 2,540.00
CHECK TOTAL FOR CHECK NUMBER 187524										\$ 2,540.00
187525; 09/06/2024; Outstanding; null										
	781	TEKLAB, INC.	312539	08/28/2024	UTILITIES-PO		591-55020-902-000000	LAB FEES	WWT LAB SERVICES	\$ 475.60
CHECK TOTAL FOR CHECK NUMBER 187525										\$ 475.60
187526; 09/06/2024; Outstanding; null										
	794	INCO USA, LLC	P-2	08/17/2024	PUB WRKS-PO		351-70023-600-000000	PROJECT CONTINGENCIES	PW CONCRETE FLATWORK	\$23,512.71
	794	INCO USA, LLC	P-2	08/17/2024	PUB WRKS-PO		351-20003-000-000000	RETAINAGE PAYABLE	retainage	\$(1,175.64)
CHECK TOTAL FOR CHECK NUMBER 187526										\$ 22,337.07
187527; 09/06/2024; Outstanding; null										
Extra charges are for add on deemed necessary to complete	836	JOHN P. ROUGH III	60611461	06/27/2024	PARKS & REC-PO		353-70016-400-000000	BUILDING IMPROVEMENTS	CCTR PAINTING & DRYWALL	\$ 10,950.00
CHECK TOTAL FOR CHECK NUMBER 187527										\$ 10,950.00
187528; 09/06/2024; Outstanding; null										
	840	MAX10 MO LLC	00169284	09/01/2024	PUBLIC WORKS		100-55041-202-000000	CONTRACT LABOR	2024 JANITORIAL	\$ 2,380.00
CHECK TOTAL FOR CHECK NUMBER 187528										\$ 2,380.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187529; 09/06/2024; Outstanding; null										
	843	LISA M. GERDES-SANNEMAN	AUG2024-2	09/03/2024	FINANCE		100-12002-000-0000	A/R REIMBURSEABLE EXPENSES	AFLAC REFUND	\$ 85.17
CHECK TOTAL FOR CHECK NUMBER 187529										\$ 85.17
187530; 09/06/2024; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-14240	09/03/2024	POLICE		100-57009-501-0000	VEHICLE MAINTENANCE	201 Oil Change	\$ 47.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-13892	08/21/2024	POLICE		100-57009-501-0000	VEHICLE MAINTENANCE	202 Oil Change	\$ 50.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-14236	09/03/2024	POLICE		100-57009-501-0000	VEHICLE MAINTENANCE	208 Oil Change	\$ 47.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-14174	08/31/2024	POLICE		100-57009-501-0000	VEHICLE MAINTENANCE	207 Oil Change	\$ 47.98
CHECK TOTAL FOR CHECK NUMBER 187530										\$ 194.92
187531; 09/06/2024; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000030972	08/31/2024	UTILITIES		591-55026-902-0000	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	\$ 17,341.23
CHECK TOTAL FOR CHECK NUMBER 187531										\$ 17,341.23

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187532; 09/06/2024; Outstanding; null										
	957	VANCE BROTHERS INC	IG00026920	08/23/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Meadow Ln	\$ 427.61
	957	VANCE BROTHERS INC	IG00026897	08/22/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Meadow Ln	\$ 732.00
	957	VANCE BROTHERS INC	IG00026946	08/26/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Hardwick Cr.	\$ 488.00
	957	VANCE BROTHERS INC	IG00026971	08/27/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Shepherd Rd	\$ 2,139.27
	957	VANCE BROTHERS INC	IG00027002	08/28/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Hardwick	\$ 1,293.81
	957	VANCE BROTHERS INC	IG00027033	08/29/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Hardwick	\$ 732.00
CHECK TOTAL FOR CHECK NUMBER 187532										\$ 5,812.69
187533; 09/06/2024; Outstanding; null										
	1787	PURCELL TIRE AND RUBBER CO	3281400	08/29/2024	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	ST Tire Repair	\$ 347.75
CHECK TOTAL FOR CHECK NUMBER 187533										\$ 347.75
187534; 09/06/2024; Outstanding; null										
	2759	PUBLIC WATER DIST #5	AUGUST 2024	08/30/2024	FINANCE		590-55036-802-000000	WATER PURCHASES-KANSAS CITY	Water service	\$ 304.60
	2759	PUBLIC WATER DIST #5	AUGUST 2024	08/30/2024	FINANCE		591-57005-902-000000	WATER PLANT MAINTENANCE	Water Service	\$ 40.00
CHECK TOTAL FOR CHECK NUMBER 187534										\$ 344.60

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187535; 09/06/2024; Outstanding; null										
	2767	K C WINWATER WORKS CO	332200-01	08/23/2024	UTILITIES		590-13001-000-0000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #454	\$ 1,135.00
	2767	K C WINWATER WORKS CO	332200-01	08/23/2024	UTILITIES		590-57004-801-0000	MAINS & LINES MAINTENANCE	Inventory	\$ 350.00
	2767	K C WINWATER WORKS CO	332078-01	08/20/2024	UTILITIES		590-13001-000-0000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #003	\$ 1,500.00
	2767	K C WINWATER WORKS CO	332459-01	08/26/2024	UTILITIES		590-57004-801-0000	MAINS & LINES MAINTENANCE	Inventory	\$ 106.00
CHECK TOTAL FOR CHECK NUMBER 187535										\$ 3,091.00
187536; 09/06/2024; Outstanding; null										
	3134	MEALS ON WHEELS	812024	09/03/2024	PARKS &		100-53025-480-0000	MEALS ON WHEELS	August MARC meal	\$ 3,410.50
CHECK TOTAL FOR CHECK NUMBER 187536										\$ 3,410.50
187537; 09/06/2024; Outstanding; null										
	3763	OUTDOOR RESTROOMS LLC	845151	09/01/2024	PARKS &		461-53003-451-0000	RECREATION SUPPLIES	Porta Potties at LMS	\$ 180.00
	3763	OUTDOOR RESTROOMS LLC	845152	09/01/2024	PARKS &		460-60007-403-0000	EQUIPMENT RENTAL	Porta potty rentals	\$ 225.00
CHECK TOTAL FOR CHECK NUMBER 187537										\$ 405.00
187538; 09/06/2024; Outstanding; null										
	4393	MO ONE CALL SYSTEM INC	4080222	08/31/2024	UTILITIES		590-55002-801-0000	MISSOURI ONE CALL FEE	Locates - August 2024	\$ 582.53
	4393	MO ONE CALL SYSTEM INC	4080222	08/31/2024	UTILITIES		591-55002-901-0000	MISSOURI ONE CALL FEE	Locates - August 2024	\$ 582.52
CHECK TOTAL FOR CHECK NUMBER 187538										\$ 1,165.05

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187539; 09/06/2024; Outstanding; null										
	5204	ACME FLOOR CO INC	134821	09/03/2024	PARKS &		465-57019-420-000000	BUILDING MAINTENANCE	Annual gym floor refinishing	\$ 2,409.00
CHECK TOTAL FOR CHECK NUMBER 187539										\$ 2,409.00
187540; 09/06/2024; Outstanding; null										
	5268	IDEKER INC	25457	08/15/2024	PARKS &		461-70016-451-000000	BUILDING IMPROVEMENTS	large rock for front fence replacement	\$ 2,471.50
CHECK TOTAL FOR CHECK NUMBER 187540										\$ 2,471.50
187541; 09/06/2024; Outstanding; null										
	5394	GALL'S INC	028948198	08/30/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 57.20
	5394	GALL'S INC	028913320	08/28/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 73.58
	5394	GALL'S INC	028920480	08/28/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 16.22
	5394	GALL'S INC	028925918	08/29/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 46.13
	5394	GALL'S INC	028934017	08/29/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 197.80
	5394	GALL'S INC	028736996	08/09/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Duty Belt	\$ 26.99
	5394	GALL'S INC	028908256	08/27/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 30.36
CHECK TOTAL FOR CHECK NUMBER 187541										\$ 448.28
187542; 09/06/2024; Outstanding; null										
	5442	ZIPCO CONTRACTING INC	24-206	07/09/2024	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	Police Window Removal	\$ 3,390.00
CHECK TOTAL FOR CHECK NUMBER 187542										\$ 3,390.00

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	5482	ALTERATIONS & CUSTOM SEWING ST	5196	09/03/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Blatt Uniforms	\$ 849.39
	5482	ALTERATIONS & CUSTOM SEWING ST	5172	08/16/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Siefker Pants	\$ 209.97
CHECK TOTAL FOR CHECK NUMBER 187543										\$ 1,059.36
187544; 09/06/2024; Outstanding; null										
	5662	SUMNERONE INC	4039053	09/04/2024	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	Tise Toner Cartridge	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 187544										\$ 100.00
187545; 09/06/2024; Outstanding; null										
	5664	PACE ANALYTICAL SERVICES	2460212628	08/30/2024	UTILITIES-PO		590-55020-802-000000	LAB FEES	WTR CHEMICAL TESTING	\$ 2,389.80
	5664	PACE ANALYTICAL SERVICES	2460212446	08/28/2024	UTILITIES		591-55020-902-000000	LAB FEES	WWTP Laboratory Services	\$ 170.60
CHECK TOTAL FOR CHECK NUMBER 187545										\$ 2,560.40
187546; 09/06/2024; Outstanding; null										
	5670	CLAYTON PAPER & DISTRIBUTION	001582	08/28/2024	PARKS &		465-53000-420-000000	GENERAL SUPPLIES	Office Supplies - Paper LCC & Aging Services	\$ 199.19
	5670	CLAYTON PAPER & DISTRIBUTION	001582	08/28/2024	PARKS &		100-53000-480-000000	GENERAL SUPPLIES	Office Supplies - Paper LCC & Aging Services	\$ 98.11
CHECK TOTAL FOR CHECK NUMBER 187546										\$ 297.30
187547; 09/06/2024; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	1744489	08/30/2024	UTILITIES-PO		590-53009-802-000000	CHEMICALS	WTR HYDRATED LIME	\$ 8,405.59
	5761	MISSISSIPPI LIME CO INC	1745074	09/04/2024	UTILITIES-PO		590-53009-802-000000	CHEMICALS	WTR HYDRATED LIME	\$ 8,410.00
CHECK TOTAL FOR CHECK NUMBER 187547										\$ 16,815.59

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187548; 09/06/2024; Outstanding; null										
	5767	BRENNTAG MID-SOUTH INC	BMS746710	08/26/2024	UTILITIES		591-53009-902-000000	CHEMICALS	WWTP - Chemicals	\$ 780.00
CHECK TOTAL FOR CHECK NUMBER 187548										\$ 780.00
187549; 09/06/2024; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	535805998	08/13/2024	PARKS &		461-57012-451-000000	OFFICE EQUIPMENT MAINTENANCE	Konica Contract	\$ 381.22
CHECK TOTAL FOR CHECK NUMBER 187549										\$ 381.22
187550; 09/06/2024; Outstanding; null										
	5921	FLEX MADE EASY	LIB AUGUST 2024	08/22/2024	FINANCE		100-55044-140-000000	MISCELLANEOUS FEES	Member Fee	\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 187550										\$ 50.00
187551; 09/06/2024; Outstanding; null										
	5952	T & W TIRE LLC	3040107862	09/04/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	605 Tire Replacement	\$ 2,126.80
CHECK TOTAL FOR CHECK NUMBER 187551										\$ 2,126.80
187552; 09/06/2024; Outstanding; null										
	6045	VEENSTRA & KIMM INC	47413-7	08/23/2024	PUB WRKS-PO		352-57035-605-000000	BRIDGE MAINT REPLC PROJ	MARILYNN BRIDGE DESIGN	\$ 3,346.45
	6045	VEENSTRA & KIMM INC	47412-8	08/23/2024	PUB WRKS-PO		352-57035-605-000000	BRIDGE MAINT REPLC PROJ	RICHFIELD BRIDGE DESIGN	\$ 709.96
CHECK TOTAL FOR CHECK NUMBER 187552										\$ 4,056.41
187553; 09/06/2024; Outstanding; null										
	6120	FOLEY EQUIPMENT CO INC	PS400538033	08/27/2024	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	Asphalt Equipment	\$ 109.68
CHECK TOTAL FOR CHECK NUMBER 187553										\$ 109.68

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187554; 09/06/2024; Outstanding; null										
	6175	MO VOCATIONAL ENTERPRISES	689089 RI	08/15/2024	UTILITIES		591-57009-902-000000	VEHICLE MAINTENANCE	License Plate #195	\$ 25.25
CHECK TOTAL FOR CHECK NUMBER 187554										\$ 25.25
187555; 09/06/2024; Outstanding; null										
	6196	AMERIGLASS CLEANING INC	191342	09/03/2024	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Fire window cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 187555										\$ 80.00
187556; 09/06/2024; Outstanding; null										
	6213	RBE LAWN CARE LLC	9911	08/28/2024	PUBLIC WORKS		100-55041-203-000000	CONTRACT LABOR	PWK Force Mows	\$ 2,375.00
CHECK TOTAL FOR CHECK NUMBER 187556										\$ 2,375.00
187557; 09/06/2024; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002230193	08/31/2024	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	\$ 26.40
CHECK TOTAL FOR CHECK NUMBER 187557										\$ 26.40
187558; 09/06/2024; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	13446	08/28/2024	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Pest Control - August 2024	\$ 22.50
	6333	PROFESSIONAL PEST SOLUTIONS	13446	08/28/2024	UTILITIES		591-57019-902-000000	BUILDING MAINTENANCE	Pest Control - August 2024	\$ 22.50
CHECK TOTAL FOR CHECK NUMBER 187558										\$ 45.00
187559; 09/06/2024; Outstanding; null										
	6451	GLADSTONE	2024	08/31/2024	PARKS &		465-55057-410-000000	SWIM TEAM		\$ 1,530.00
CHECK TOTAL FOR CHECK NUMBER 187559										\$ 1,530.00

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	6703	LIBERTY SOLAR, LLC	62	09/01/2024	FINANCE		461-56000-451-000000	ELECTRIC	Solor services	\$ 2,881.96
	6703	LIBERTY SOLAR, LLC	62	09/01/2024	FINANCE		590-56000-802-000000	ELECTRIC	Solor services	\$ 7,335.33
	6703	LIBERTY SOLAR, LLC	62	09/01/2024	FINANCE		591-56000-902-000000	ELECTRIC	Solor services	\$ 819.71
CHECK TOTAL FOR CHECK NUMBER 187560										\$ 11,037.00
187561; 09/06/2024; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC214015	08/19/2024	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	SD Head Cover	\$ 73.97
	7275	KEY EQUIPMENT & SUPPLY CO	KC214015	08/19/2024	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	SD Head Cover	\$ 73.96
	7275	KEY EQUIPMENT & SUPPLY CO	KC213933	08/13/2024	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Equipment Maintenance - #125	\$4,513.08
CHECK TOTAL FOR CHECK NUMBER 187561										\$ 4,661.01
187562; 09/06/2024; Outstanding; null										
	7683	RICOH USA, INC	108538925	08/23/2024	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	Records Lease September 2024	\$ 153.81
CHECK TOTAL FOR CHECK NUMBER 187562										\$ 153.81
187563; 09/06/2024; Outstanding; null										
General	8654	CUNNINGHAM, VOGEL & ROST PC	69397	06/30/2024	ADMINISTRATI		100-55005-111-000000	LEGAL FEES	General Legal Fees	\$ 5,604.66
Telecommunication s Tax Audits Legal	8654	CUNNINGHAM, VOGEL & ROST PC	69399	06/30/2024	ADMINISTRATI		100-55005-111-000000	LEGAL FEES	Telecommunications Tax Audits Legal	\$ 61.71
	8654	CUNNINGHAM, VOGEL & ROST PC	69495	07/31/2024	ADMINISTRATI		100-55005-111-000000	LEGAL FEES	General Legal Fees	\$ 3,682.00
CHECK TOTAL FOR CHECK NUMBER 187563										\$ 9,348.37

**Voided checks present and it may affect total amount calculations

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187564; 09/06/2024; Outstanding; null										
	8799	CORE & MAIN LP	V373546	08/12/2024	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #40	\$ 2,579.90
CHECK TOTAL FOR CHECK NUMBER 187564										\$ 2,579.90
187565; 09/06/2024; Outstanding; null										
	999999	Michael Roos	2219864	08/22/2024	PARKS &		465-20010-000-0000 00	REFUNDS PAYABLE	2 month credit of	\$ 79.00
CHECK TOTAL FOR CHECK NUMBER 187565										\$ 79.00
187566; 09/06/2024; Outstanding; null										
	999999	Elisabeth Moore	2211368	08/29/2024	PARKS &		461-20010-000-0000 00	REFUNDS PAYABLE	Stocksdale Park	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 187566										\$ 60.00
187567; 09/06/2024; Outstanding; null										
	999999	Sandra Adams	2216064	09/04/2024	PARKS &		465-20010-000-0000 00	REFUNDS PAYABLE	Refund Remaining Annual Senior	\$ 115.00
CHECK TOTAL FOR CHECK NUMBER 187567										\$ 115.00
187568; 09/06/2024; Outstanding; null										
	999999	Jessie Edwards	2220448	09/04/2024	PARKS &		461-20010-000-0000 00	REFUNDS PAYABLE	Cancelled Activity	\$ 115.00
CHECK TOTAL FOR CHECK NUMBER 187568										\$ 115.00
187569; 09/06/2024; Outstanding; null										
	999999	Jessica Phillips	2222090	08/29/2024	PARKS &		461-20010-000-0000 00	REFUNDS PAYABLE	Elliot Phillips Soccer	\$ 115.00
	999999	Jessica Phillips	2222090	08/29/2024	PARKS &		461-20010-000-0000 00	REFUNDS PAYABLE	Piper Phillips Soccer	\$ 115.00
CHECK TOTAL FOR CHECK NUMBER 187569										\$ 230.00

**Voided checks present and it may affect total amount calculations

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187570; 09/06/2024; Outstanding; null										
	999999	Jennifer Grimes	2224951	09/03/2024	PARKS &		461-20010-000-0000	REFUNDS PAYABLE	1 month credit of	\$ 79.25
CHECK TOTAL FOR CHECK NUMBER 187570										\$ 79.25
187571; 09/06/2024; Outstanding; null										
Refund for membership billed to wrong person's bank account	999999	Christopher Kirkland	2229397	08/29/2024	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Credit for membership billed to incorrect person's bank account	\$ 237.00
CHECK TOTAL FOR CHECK NUMBER 187571										\$ 237.00
187572; 09/06/2024; Outstanding; null										
	999999	Levi Juhnke	2229572	08/29/2024	PARKS &		461-20010-000-0000	REFUNDS PAYABLE	Bitty Soccer Refund	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 187572										\$ 60.00
187573; 09/06/2024; Outstanding; null										
	877	JOSHUA MARTINEZ	9/6-9/11	08/29/2024	FINANCE		100-54000-201-0000	TRAINING TRAVEL	APWA Conf	\$ 302.50
CHECK TOTAL FOR CHECK NUMBER 187573										\$ 302.50
187574; 09/06/2024; Outstanding; null										
	912	SARA COOKE	9/15-9/18	08/30/2024	FINANCE		100-54000-110-0000	TRAINING TRAVEL	MML Annual Conf	\$ 527.02
CHECK TOTAL FOR CHECK NUMBER 187574										\$ 527.02
187575; 09/06/2024; Outstanding; null										
	2811	CLAIRE RODGERS	9/15-9/18	08/29/2024	FINANCE		100-54000-113-0000	TRAINING TRAVEL	MML Conf	\$ 449.32
CHECK TOTAL FOR CHECK NUMBER 187575										\$ 449.32
187576; 09/06/2024; Outstanding; null										
	5594	HILLARY HARMON	9/15-9/19	08/29/2024	FINANCE		100-54000-501-0000	TRAINING TRAVEL	Pol Smile Conf	\$ 310.50
CHECK TOTAL FOR CHECK NUMBER 187576										\$ 310.50

**Voided checks present and it may affect total amount calculations

AP List Checks Invoices

CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
Notes :										
187577; 09/06/2024; Outstanding; null										
	9209	LIBERTY SPORTS OFFICIALS	FALL 3-2024	08/28/2024	PARKS & REC-		461-55041-451-00000	CONTRACT LABOR	LSO Volleyball	\$ 5,703.00
	9209	LIBERTY SPORTS OFFICIALS	FALL 4-2024	08/28/2024	PARKS & REC-		461-55041-451-00000	CONTRACT LABOR	LSO flag football	\$ 11,338.00
Will Pick Up Check	9209	LIBERTY SPORTS OFFICIALS	FALL 2-2024	08/28/2024	PARKS & REC-		461-55041-451-00000	CONTRACT LABOR	Fall Soccer	\$ 8,780.00
CHECK TOTAL FOR CHECK NUMBER 187577										\$ 25,821.00
Grand Total:										\$ 202,558.51

SEPTEMBER 13, 2024

Check Type: All; Check Date between: 09/12/2024 and 09/13/2024;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
**Voided checks present and it may affect total amount calculations										
Sep 16, 2024 9:43 AM, APLISTCHECKSINVOICE, tmallen										1 / 17
187580; 09/13/2024; Outstanding; null										
	12	JOEL REINOEHL MARKETING	CBW009	09/09/2024	PARKS &		460-55041-400-000000	CONTRACT LABOR	Camp Bow Wow Dog Park Sponsorship	\$ 225.00
	12	JOEL REINOEHL MARKETING	FM008	09/09/2024	PARKS &		461-55044-451-000000	MISCELLANEOUS FEES	Fish Market Field Sponsorship	\$ 630.00
	12	JOEL REINOEHL MARKETING	M009	08/29/2024	PARKS &		461-55044-451-000000	MISCELLANEOUS FEES	Margarita's Field Sponsorship	\$ 720.00
CHECK TOTAL FOR CHECK NUMBER 187580										\$ 1,575.00
187581; 09/13/2024; Outstanding; null										
	45	GEIGER READY-MIX	1139982	08/29/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 879.55
CHECK TOTAL FOR CHECK NUMBER 187581										\$ 879.55
187582; 09/13/2024; Outstanding; null										
	76	HEARTLAND COCA-COLA	43256716006	09/11/2024	PARKS & REC-		461-53005-451-000000	CONCESSION SUPPLIES	PKS PRODUCTS AT CFSC	\$ 799.84
CHECK TOTAL FOR CHECK NUMBER 187582										\$ 799.84
187583; 09/13/2024; Outstanding; null										
	129	CINTAS RENTAL SERVICE	4204264094	09/05/2024	FIRE		100-55025-300-000000	PEST CONTROL/ MOPS	Fire mops	\$ 57.35
CHECK TOTAL FOR CHECK NUMBER 187583										\$ 57.35
187584; 09/13/2024; Outstanding; null										
	147	GUILD COLLECTIVE	3505	09/01/2024	TRNST GST TX-		244-55009-119-000000	CONSULTING SRVCS -WAYFINDING	ADMIN VISIT LIBERTY	\$ 4,925.00
CHECK TOTAL FOR CHECK NUMBER 187584										\$ 4,925.00

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187585; 09/13/2024; Outstanding; null										
	153	CHAMBER OF COMMERCE	37285	09/04/2024	TRANSIENT		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Fall Festival Support	\$ 10,000.00
	153	CHAMBER OF COMMERCE	37289	09/05/2024	TRANSIENT		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Chamber Staff Support	\$ 5,000.00
CHECK TOTAL FOR CHECK NUMBER 187585										\$ 15,000.00
187586; 09/13/2024; Outstanding; null										
	186	PRIDE CLEANERS MJV-A LLC	168997-083124	09/02/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	August Jail Laundry	\$ 61.69
	186	PRIDE CLEANERS MJV-A LLC	333472-83124	09/02/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	August Uniform Cleaning	\$ 453.97
CHECK TOTAL FOR CHECK NUMBER 187586										\$ 515.66
187587; 09/13/2024; Outstanding; null										
	236	CENTRALSQUARE TECHNOLOGIES LLC	416285	07/25/2024	POLICE		100-57030-512-000000	SOFTWARE MAINTENANCE	2 Mobile Ticket Printers	\$ 1,926.10
CHECK TOTAL FOR CHECK NUMBER 187587										\$ 1,926.10
187588; 09/13/2024; Outstanding; null										
	314	RICOH USA, INC	5070041477	09/01/2024	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	Records Usage 6-1-24 to 8-31-24	\$ 92.21
CHECK TOTAL FOR CHECK NUMBER 187588										\$ 92.21
187589; 09/13/2024; Outstanding; null										
	354	BLUEBEAM, INC	2044182	09/05/2024	TECH &		100-57030-170-000000	SOFTWARE MAINTENANCE	Bluebeam Revu -	\$ 870.00
	354	BLUEBEAM, INC	2044182	09/05/2024	TECH &		100-14001-000-000000	OTHER	Bluebeam Revu - 2025 Prepaid	\$ 1,740.00
CHECK TOTAL FOR CHECK NUMBER 187589										\$ 2,610.00

**Voided checks present and it may affect total amount calculations

Sep 16, 2024 9:43 AM, APLISTCHECKSINVOICE, tmlann

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City of Liberty

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
	391	LINEAGE MAILING SERVICES	214485	08/31/2024	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 445.38
	391	LINEAGE MAILING SERVICES	214485	08/31/2024	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 445.37
	391	LINEAGE MAILING SERVICES	214485	08/31/2024	FINANCE		590-59010-131-000000	POSTAGE	Util bill postage	\$ 1,132.98
	391	LINEAGE MAILING SERVICES	214485	08/31/2024	FINANCE		591-59010-131-000000	POSTAGE	Util bill postage	\$ 1,132.97
	391	LINEAGE MAILING SERVICES	214486	08/31/2024	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 403.79
	391	LINEAGE MAILING SERVICES	214486	08/31/2024	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 403.79
	391	LINEAGE MAILING SERVICES	214486	08/31/2024	FINANCE		590-59010-131-000000	POSTAGE	Util bill postage	\$ 1,022.88
	391	LINEAGE MAILING SERVICES	214486	08/31/2024	FINANCE		591-59010-131-000000	POSTAGE	Util bill postage	\$ 1,022.88
	391	LINEAGE MAILING SERVICES	214487	08/31/2024	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 75.00
	391	LINEAGE MAILING SERVICES	214487	08/31/2024	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 74.99
	391	LINEAGE MAILING SERVICES	214487	08/31/2024	FINANCE		590-59010-131-000000	POSTAGE	Util bill postage	\$ 234.19
	391	LINEAGE MAILING SERVICES	214487	08/31/2024	FINANCE		591-59010-131-000000	POSTAGE	Util bill postage	\$ 234.18
	391	LINEAGE MAILING SERVICES	214488	08/31/2024	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 69.04
	391	LINEAGE MAILING SERVICES	214488	08/31/2024	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 69.04
	391	LINEAGE MAILING SERVICES	214488	08/31/2024	FINANCE		590-59010-131-000000	POSTAGE	Util bill postage	\$ 209.93
	391	LINEAGE MAILING SERVICES	214488	08/31/2024	FINANCE		591-59010-131-000000	POSTAGE	Util bill processing	\$ 209.92

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187590; 09/13/2024; Outstanding; null										
CHECK TOTAL FOR CHECK NUMBER 187590										\$ 7,186.33
187591; 09/13/2024; Outstanding; null										
	582	MIDWAY FORD TRUCK CENTER INC	R100452213	08/28/2024	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	Steering gear box	\$ 3,962.25
CHECK TOTAL FOR CHECK NUMBER 187591										\$ 3,962.25
187592; 09/13/2024; Outstanding; null										
	610	FNF PETROLEUM	IFNF16982	09/04/2024	PARKS &		460-57002-403-000000	DIESEL FUEL	Diesel Fuel	\$ 1,305.00
CHECK TOTAL FOR CHECK NUMBER 187592										\$ 1,305.00
187593; 09/13/2024; Outstanding; null										
	657	LOGICALIS, INC.	S160314	08/31/2024	TECH &		100-57029-170-000000	TELEPHONE SYSTEM MAINTENANCE	call queue setup	\$ 770.00
CHECK TOTAL FOR CHECK NUMBER 187593										\$ 770.00
187594; 09/13/2024; Outstanding; null										
	669	MYRICK MECHANICAL	2140	07/30/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Maintenance	\$ 504.43
CHECK TOTAL FOR CHECK NUMBER 187594										\$ 504.43
187595; 09/13/2024; Outstanding; null										
	728	CHERRYROAD MEDIA INC	CR082024	09/09/2024	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	August 2024 Courier	\$ 63.75
CHECK TOTAL FOR CHECK NUMBER 187595										\$ 63.75

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AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187596; 09/13/2024; Outstanding; null										
	777	STERICYCLE, INC.	8008145193	08/25/2024	MULTI		100-55044-501-000000	MISCELLANEOUS FEES	Records/Dispatch	\$ 119.03
	777	STERICYCLE, INC.	8008145193	08/25/2024	MULTI		100-55044-116-000000	MISCELLANEOUS FEES	Court	\$ 20.69
	777	STERICYCLE, INC.	8008145193	08/25/2024	MULTI		100-55044-140-000000	MISCELLANEOUS FEES	Personnel	\$ 20.96
	777	STERICYCLE, INC.	8008145193	08/25/2024	MULTI		100-55044-111-000000	MISCELLANEOUS FEES	City Clerk	\$ 27.95
	777	STERICYCLE, INC.	8008145193	08/25/2024	MULTI		100-55044-130-000000	MISCELLANEOUS FEES	Finance	\$ 30.34
CHECK TOTAL FOR CHECK NUMBER 187596										\$ 218.97
187597; 09/13/2024; Outstanding; null										
	781	TEKLAB, INC.	312969	09/05/2024	UTILITIES		591-55034-902-000000	PRETREATMENT PROGRAM	WWTP - IPP Laboratory Services	\$ 337.50
	781	TEKLAB, INC.	313093	09/09/2024	UTILITIES-PO		591-55020-902-000000	LAB FEES	WWT LAB SERVICES	\$ 475.60
CHECK TOTAL FOR CHECK NUMBER 187597										\$ 813.10
187598; 09/13/2024; Outstanding; null										
	792	BAILEY TRAINING &	13	09/05/2024	PARKS &		465-55065-410-000000	COMMUNITY PROGRAMS	September SafeSitter Class	\$ 420.00
CHECK TOTAL FOR CHECK NUMBER 187598										\$ 420.00
187599; 09/13/2024; Outstanding; null										
	817	GREAT SOUTHERN RECREATIO	0812703	09/05/2024	PARKS & REC-		460-57027-403-000000	PLAYGROUND/ SPRAYGROUND MAINT	PKS PLAYGROUND EQUIPMENT	\$ 129,948.90
CHECK TOTAL FOR CHECK NUMBER 187599										\$ 129,948.90
187600; 09/13/2024; Outstanding; null										
	825	MARKSTAAR	50790	06/19/2024	PARKS & REC-		465-57019-420-000000	BUILDING MAINTENANCE	PKS CONCRETE BENCH/TRASH	\$ 6,668.73
CHECK TOTAL FOR CHECK NUMBER 187600										\$ 6,668.73

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AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187601; 09/13/2024; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-14272	09/04/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	231 Oil Change	\$ 47.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-14278	09/04/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	232 Oil Change	\$ 47.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-14408	09/09/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	234 Oil Change	\$ 47.98
CHECK TOTAL FOR CHECK NUMBER 187601										\$ 143.94
187602; 09/13/2024; Outstanding; null										
	879	KIDWELL LLC	9-11-2024	09/11/2024	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	9/11 Ceremony Bagpiper	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 187602										\$ 150.00
187603; 09/13/2024; Outstanding; null										
	2767	K C WINWATER WORKS CO	322637-02	08/23/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Hose Caps/Hose Gaskets	\$ 168.75
	2767	K C WINWATER WORKS CO	332609-01	08/28/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 11,631.25
	2767	K C WINWATER WORKS CO	332811-01	08/30/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 247.00
CHECK TOTAL FOR CHECK NUMBER 187603										\$ 12,047.00
187604; 09/13/2024; Outstanding; null										
	2825	UNIFIRST	3281207462	09/09/2024	PARKS &		465-57018-420-000000	MISC EQUIPMENT MAINT	Facility Mats 9.9.24	\$ 117.70
CHECK TOTAL FOR CHECK NUMBER 187604										\$ 117.70
187605; 09/13/2024; Outstanding; null										
Incl Billing w/Check	3552	K C MO WATER SERVICES	KC 8-2024	09/05/2024	FINANCE		591-55040-902-000000	SEWAGE TREATMENT SERVICES	Wastewater for NLHS	\$ 428.04
CHECK TOTAL FOR CHECK NUMBER 187605										\$ 428.04

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187606; 09/13/2024; Outstanding; null										
Send Check to Amy Rhoads 5100 Overland Dr. Lawrence, KS	4137	CSLEEDS	09-22-2024	09/10/2024	POLICE		100-59004-501-0000 00	MEETING EXPENSE	Kellogg CS Leeds Steak Fry	\$ 30.00
CHECK TOTAL FOR CHECK NUMBER 187606										\$ 30.00
187607; 09/13/2024; Outstanding; null										
	4146	CONTROL PRINTING GROUP	888125	08/29/2024	FINANCE		595-53032-131-00000 0	OUTSIDE PRINTING	Utility service card	\$ 30.08
	4146	CONTROL PRINTING GROUP	888125	08/29/2024	FINANCE		591-53032-131-00000 0	OUTSIDE PRINTING	Utility service card	\$ 30.08
	4146	CONTROL PRINTING GROUP	888125	08/29/2024	FINANCE		590-53032-131-0000 00	OUTSIDE PRINTING	Utility service card	\$ 30.08
	4146	CONTROL PRINTING GROUP	888214	09/05/2024	FINANCE		100-13002-000-0000 00	INVENTORY- CENTRAL SUPPLY	City envelopes	\$4,018.55
CHECK TOTAL FOR CHECK NUMBER 187607										\$ 4,108.79
187608; 09/13/2024; Outstanding; null										
split according to attached PA	4364	CHARTER	21960140107 0124	07/01/2024	TECH & LOGISTICS		100-56008-170-0000 00	TELECOMMUNICATIO N CIRCUITS	Telecom SIP service	\$ 1,146.93
split according to attached PA	4364	CHARTER	21960140107 0124	07/01/2024	TECH & LOGISTICS		465-55044-420-0000 00	MISCELLANEOUS FEES	CC Video Service	\$ 914.67
Split across accounts according to the attached breakdown	4364	CHARTER	21960140109 0124	09/01/2024	TECH & LOGISTICS		100-56008-170-0000 00	TELECOMMUNICATIO N CIRCUITS	SIP Telecom	\$ 1,146.93
Split across accounts according to the attached breakdown	4364	CHARTER	21960140109 0124	09/01/2024	TECH & LOGISTICS		465-55044-420-0000 00	MISCELLANEOUS FEES	CC Video Service	\$ 949.54
CHECK TOTAL FOR CHECK NUMBER 187608										\$ 4,158.07

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER: CHECK DATE: CHECK STATUS: CHECK CLEARED DATE										
187609; 09/13/2024; Outstanding; null										
Rickard Stone Re-Install	4446	JOHNSON GRANITE SUPPLY INC	148069	08/30/2024	CEMETERY MAINTENANC	Rickard Stone Re-Install	247-59026-204-000000	MISCELLANEOUS EXPENSES	Rickard Stone Re-Install	\$ 315.00
CHECK TOTAL FOR CHECK NUMBER 187609										\$ 315.00
187610; 09/13/2024; Outstanding; null										
	4477	GENES TIRE & SERVICE CENTER	098842	09/04/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	208 Tires	\$ 194.95
	4477	GENES TIRE & SERVICE CENTER	099584	09/04/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	Tire Repair	\$ 28.69
CHECK TOTAL FOR CHECK NUMBER 187610										\$ 223.64
187611; 09/13/2024; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	HDLI082024	09/03/2024	TRANSIENT		244-59018-119-000000	HDLI CONTRACT	Reimbursement for "Fun Money" Coupon	\$ 270.00
	4528	HISTORIC DOWNTOWN LIBERTY INC	HDLI082024	09/03/2024	TRANSIENT		244-55028-119-000000	ADVERTISING	Reimbursement for Marketing and Advertising Expenses	\$ 507.98
	4528	HISTORIC DOWNTOWN LIBERTY INC	HDLI082024	09/03/2024	TRANSIENT		244-55028-119-000000	ADVERTISING	Reimbursement for Block Party event expenses	\$ 2,425.41
CHECK TOTAL FOR CHECK NUMBER 187611										\$ 3,203.39
187612; 09/13/2024; Outstanding; null										
	4711	ALLIED OIL & TIRE COMPANY INC	0241364-IN	09/06/2024	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	DEF	\$ 168.63
	4711	ALLIED OIL & TIRE COMPANY INC	0241364-IN	09/06/2024	UTILITIES		591-57009-902-000000	VEHICLE MAINTENANCE	DEF	\$ 168.62
CHECK TOTAL FOR CHECK NUMBER 187612										\$ 337.25
187613; 09/13/2024; Outstanding; null										
	4763	PRINTING UNLIMITED	71361	08/29/2024	PR & COMMUNICATI		100-53032-113-000000	OUTSIDE PRINTING	September Utility Bill	\$ 1,376.80
CHECK TOTAL FOR CHECK NUMBER 187613										\$ 1,376.80

**Voided checks present and it may affect total amount calculations

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187614; 09/13/2024; Outstanding; null										
	4846	VALIDITY SCREENING SOLUTIONS	247848	09/01/2024	HR & RISK		100-55029-140-000000	RECRUITMENT EXPENSES	Background Screening	\$ 772.00
CHECK TOTAL FOR CHECK NUMBER 187614										\$ 772.00
187615; 09/13/2024; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0029917	06/28/2024	TECH &		100-57015-170-000000	FACILITIES SECURITY MAINT	labor - court speaker	\$ 130.00
CHECK TOTAL FOR CHECK NUMBER 187615										\$ 130.00
187616; 09/13/2024; Outstanding; null										
	5015	MCCONNELL & ASSOCIATES	124372	08/30/2024	PARKS & REC-		460-57025-403-000000	TRAILS	PRKS REPAIRS & OVERLAY	\$ 49,950.00
CHECK TOTAL FOR CHECK NUMBER 187616										\$ 49,950.00
187617; 09/13/2024; Outstanding; null										
	5042	SCHOELLER PLUMBING	3832	09/06/2024	PARKS &		465-57019-420-000000	BUILDING MAINTENANCE	Install of push button valves men's locker room	\$ 6,700.00
CHECK TOTAL FOR CHECK NUMBER 187617										\$ 6,700.00
187618; 09/13/2024; Outstanding; null										
	5066	TYLER TECHNOLOGIES-INCODE DIV	025-476689	09/01/2024	TECH &		100-57030-170-000000	SOFTWARE MAINTENANCE	court online	\$ 175.00
CHECK TOTAL FOR CHECK NUMBER 187618										\$ 175.00
187619; 09/13/2024; Outstanding; null										
	5144	CULLUM & BROWN	3049061	08/27/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Blower service maintenance	\$ 6,182.69
CHECK TOTAL FOR CHECK NUMBER 187619										\$ 6,182.69
187620; 09/13/2024; Outstanding; null										
	5184	SAMURAI ENTERPRISES	8-31-24	08/31/2024	FIRE		356-70020-305-000000	CONSTRUCTION CONTRACT	Fire station #3 rear parking lot	\$ 5,864.00
CHECK TOTAL FOR CHECK NUMBER 187620										\$ 5,864.00

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187621; 09/13/2024; Outstanding; null										
	5203	FOSTER BROS WOOD PRODUCTS INC	31463	09/10/2024	PARKS &		460-57027-403-000000	PLAYGROUND/ SPRAYGROUND MAINT	Playground Mulch	\$ 1,885.50
CHECK TOTAL FOR CHECK NUMBER 187621										\$ 1,885.50
187622; 09/13/2024; Outstanding; null										
	5232	WORTH HARLEY-DAVIDSON-NORTH	561636	09/07/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	221 Maintenance	\$ 1,155.84
CHECK TOTAL FOR CHECK NUMBER 187622										\$ 1,155.84
187623; 09/13/2024; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	5195	09/05/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Tabony Uniforms	\$ 849.89
	5482	ALTERATIONS & CUSTOM SEWING ST	5273	09/05/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Caywood Uniform	\$ 887.89
	5482	ALTERATIONS & CUSTOM SEWING ST	5317	09/05/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Martin Uniforms	\$ 361.46
CHECK TOTAL FOR CHECK NUMBER 187623										\$ 2,099.24
187624; 09/13/2024; Outstanding; null										
	5621	UNITE PRIVATE NETWORKS LLC	SI-24-030559	09/01/2024	TECH &		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	Fiber	\$ 8,572.00
CHECK TOTAL FOR CHECK NUMBER 187624										\$ 8,572.00
187625; 09/13/2024; Outstanding; null										
Code to 100-12023	5626	WEX BANK	99365338	08/31/2024	NONE		100-12023-000-000000	INVENTORY-GASOLINE		\$ 33,618.10
CHECK TOTAL FOR CHECK NUMBER 187625										\$ 33,618.10
187626; 09/13/2024; Outstanding; null										
	5662	SUMNERONE INC	4046306	09/06/2024	PARKS &		100-60000-480-000000	MINOR EQUIPMENT	Printer Cartridge	\$ 158.00
CHECK TOTAL FOR CHECK NUMBER 187626										\$ 158.00

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187627; 09/13/2024; Outstanding; null										
	5664	PACE ANALYTICAL SERVICES INC	2460212908	09/05/2024	UTILITIES		591-55020-902-000000	LAB FEES	WWTP - Lab Fees	\$ 181.20
CHECK TOTAL FOR CHECK NUMBER 187627										\$ 181.20
187628; 09/13/2024; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	1745819	09/09/2024	UTILITIES-PO		590-53009-802-000000	CHEMICALS	WTR HYDRATED LIME	\$ 9,096.97
CHECK TOTAL FOR CHECK NUMBER 187628										\$ 9,096.97
187629; 09/13/2024; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	537901415	09/10/2024	PARKS &		465-57012-420-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	\$ 409.73
	5910	KONICA MINOLTA BUSINESS SOLUTI	537901415	09/10/2024	PARKS &		100-57012-483-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	\$ 409.72
CHECK TOTAL FOR CHECK NUMBER 187629										\$ 819.45
187630; 09/13/2024; Outstanding; null										
Dom. Violence Fund	5964	SYNERGY SERVICES INC	DV-AUG-24	08/31/2024	FINANCE		100-20015-000-000000	DOMESTIC VIOLENCE SHELTER	Dom. Violence Fund	\$ 860.00
CHECK TOTAL FOR CHECK NUMBER 187630										\$ 860.00
187631; 09/13/2024; Outstanding; null										
	5965	CLAY CO MUSEUM & HISTORIAL SOC	CCM082024	09/01/2024	TRANSIENT		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Reimbursement for Tourism Grant	\$ 1,271.19
CHECK TOTAL FOR CHECK NUMBER 187631										\$ 1,271.19
187632; 09/13/2024; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4043133	09/05/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 561.75
	6014	ZOLL MEDICAL CORPORATION	4026950	08/09/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 536.00
CHECK TOTAL FOR CHECK NUMBER 187632										\$ 1,097.75

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187633; 09/13/2024; Outstanding; null										
	6030	REJIS COMMISSION	534935	07/15/2024	ADMINISTRATI		100-55044-116-000000	MISCELLANEOUS FEES	Mobile Ticketing Interface	\$ 316.50
CHECK TOTAL FOR CHECK NUMBER 187633										\$ 316.50
187634; 09/13/2024; Outstanding; null										
Funeral Plant Clay Lozier Park Board	6115	HY-VEE FOOD	78293758962782	09/03/2024	HR & RISK		100-59004-140-000000	MEETING EXPENSE	Funeral Plant Clay	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 187634										\$ 100.00
187635; 09/13/2024; Outstanding; null										
	6123	GT DISTRIBUTORS INC	INV1014426	08/30/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Vests (Milburn, Loy)	\$ 2,947.50
CHECK TOTAL FOR CHECK NUMBER 187635										\$ 2,947.50
187636; 09/13/2024; Outstanding; null										
	6202	MADDEN MEDIA	2024-025471	08/31/2024	TRANSIENT		244-55028-119-000000	ADVERTISING	Madden Media SEM	\$ 364.79
CHECK TOTAL FOR CHECK NUMBER 187636										\$ 364.79
187637; 09/13/2024; Outstanding; null										
	6411	VICTORY SIGN CO INC	14532	09/05/2024	TRANSIENT		244-59024-119-000000	SITE WAYFINDING	Banner Project - 2nd Payment - Printing &	\$ 7,293.05
CHECK TOTAL FOR CHECK NUMBER 187637										\$ 7,293.05
187638; 09/13/2024; Outstanding; null										
	6467	ARC PHYSICAL THERAPY PLUS,	0903244786	09/03/2024	HR & RISK		100-55029-140-000000	RECRUITMENT EXPENSES	POET pre-employment tests	\$ 975.00
CHECK TOTAL FOR CHECK NUMBER 187638										\$ 975.00

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187639; 09/13/2024; Outstanding; null										
	6547	EDWARDS CHEMICALS	IN164960	09/06/2024	PARKS &		465-53009-420-000000	CHEMICALS	8.29.2024 Chemical Delivery	\$ 1,946.00
	6547	EDWARDS CHEMICALS	IN165249	09/11/2024	PARKS &		465-53009-420-000000	CHEMICALS	Pool Chemical Order 9.11.2024	\$ 1,249.30
CHECK TOTAL FOR CHECK NUMBER 187639										\$ 3,195.30
187640; 09/13/2024; Outstanding; null										
	6687	SERENITY ON THE SQUARE	09092024	09/09/2024	HR & RISK		100-59026-140-000000	MISCELLANEOUS EXPENSES	Shelter Services	\$ 200.00
CHECK TOTAL FOR CHECK NUMBER 187640										\$ 200.00
187641; 09/13/2024; Outstanding; null										
7116		NEW RESOURCES	00048683	09/05/2024	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Water leak tabs	\$ 493.75
GROUP INC										\$ 493.75
187642; 09/13/2024; Cleared; 09/13/2024										
Please deposit payment to Bradley Boones Commerce Bank acco	7562	BRADLEY JASON BOONE	074	09/09/2024	TECH & LOGISTICS		100-55041-170-000000	CONTRACT	Brad Boone - ISO	\$ 7,682.00
CHECK TOTAL FOR CHECK NUMBER 187642										\$ 7,682.00
187643; 09/13/2024; Outstanding; null										
	7683	RICOH USA, INC	108552656	08/31/2024	FIRE		100-53031-300-000000	COPIER LEASE & USAGE	Fire copier lease	\$ 137.89
CHECK TOTAL FOR CHECK NUMBER 187643										\$ 137.89

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187644; 09/13/2024; Outstanding; null										
Cannon Coper Meter Reads	8612	MIDWEST OFFICE TECHNOLOGY INC	INST426300	08/27/2024	ADMINISTRATI		100-53031-110-00000	COPIER LEASE & USAGE	Cannon Coper Meter Reads	\$ 169.54
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST427590	09/06/2024	PLANNING &		100-53031-150-00000	COPIER LEASE & USAGE	Canon//IRAC5760 Lease	\$ 101.17
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST427590	09/06/2024	PLANNING &		100-53031-201-00000	COPIER LEASE & USAGE	Canon//IRAC5760 Lease	\$ 101.17
CHECK TOTAL FOR CHECK NUMBER 187644										\$ 371.88
187645; 09/13/2024; Outstanding; null										
Liberty Commons Legal	8654	CUNNINGHAM, VOGEL & ROST PC	69398	06/30/2024	ADMINISTRATI		600-55005-616-00000	LEGAL FEES	CID LEGAL FEES	\$ 2,473.60
CHECK TOTAL FOR CHECK NUMBER 187645										\$ 2,473.60
187646; 09/13/2024; Outstanding; null										
	999999	Danielle Ford	2217422	08/14/2024	PARKS &		461-20010-000-00000	REFUNDS PAYABLE	Cancelled Activity	\$ 28.75
CHECK TOTAL FOR CHECK NUMBER 187646										\$ 28.75
187647; 09/13/2024; Outstanding; null										
	999999	Lynn Niemann	2232550	09/06/2024	PARKS &		465-20010-000-00000	REFUNDS PAYABLE	Refund Remaining Annual Senior	\$ 155.00
CHECK TOTAL FOR CHECK NUMBER 187647										\$ 155.00
187648; 09/13/2024; Outstanding; null										
	999999	Tisha Worley	2235563	09/11/2024	PARKS &		465-20010-000-00000	REFUNDS PAYABLE	Dog Obedience Class	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 187648										\$ 90.00

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187649; 09/13/2024; Outstanding; null										
	204	CITY OF LIBERTY PETTY CASH	09/06/2024	09/06/2024	FIRE		100-53007-300-0000 00	FOOD	Fire QI meeting supplies	\$ 27.46
	204	CITY OF LIBERTY PETTY CASH	09/06/2024	09/06/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire badge covers	\$ 118.93
	204	CITY OF LIBERTY PETTY CASH	09/06/2024	09/06/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniform alterations	\$ 69.68
	204	CITY OF LIBERTY PETTY CASH	09/06/2024	09/06/2024	FIRE		100-53000-300-0000 00	GENERAL SUPPLIES	Fire notary renewal	\$ 10.00
	204	CITY OF LIBERTY PETTY CASH	09/06/2024	09/06/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniform shoes	\$ 119.00
	204	CITY OF LIBERTY PETTY CASH	09/06/2024	09/06/2024	FIRE		100-52008-301-0000 00	DETAIL ALLOWANCE	Fire detail reimbursement	\$ 9.24
	204	CITY OF LIBERTY PETTY CASH	09/06/2024	09/06/2024	FIRE		100-52008-301-0000 00	DETAIL ALLOWANCE	Fire detail reimbursement	\$ 12.84
	204	CITY OF LIBERTY PETTY CASH	09/06/2024	09/06/2024	FIRE		100-52008-301-0000 00	DETAIL ALLOWANCE	Fire detail reimbursement	\$ 7.10
CHECK TOTAL FOR CHECK NUMBER 187649										\$ 374.25

City of Liberty

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER: CHECK DATE: CHECK STATUS: CHECK CLEARED DATE										
187650; 09/13/2024; Outstanding; null										
	204	CITY OF LIBERTY PETTY CASH	FINANCE090 62024	09/06/2024	FINANCE		100-59014-501-0000 00	CLOTHING EXPENSES	I. Hidy - Belt Pads for duty belt	\$ 141.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE090 62024	09/06/2024	FINANCE		100-53000-501-0000 00	GENERAL SUPPLIES	Sutton - Cleaning supplies	\$ 26.40
	204	CITY OF LIBERTY PETTY CASH	FINANCE090 62024	09/06/2024	FINANCE		247-22005-000-0000 00	PREPAYMENT- RECORDING FEES	10 Cemetery Deeds	\$ 240.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE090 62024	09/06/2024	FINANCE		100-59004-113-0000 00	MEETING EXPENSE	C Rodgers - Union Station Parking/ Mileage	\$ 75.56
	204	CITY OF LIBERTY PETTY CASH	FINANCE090 62024	09/06/2024	FINANCE		100-54004-140-0000 00	EMPLOYEE ISSUES & FUNCTIONS	L Nuemeye - Training Costs	\$ 62.32
	204	CITY OF LIBERTY PETTY CASH	FINANCE090 62024	09/06/2024	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	J Bondenhamer - Family Violence Conf	\$ 119.50
	204	CITY OF LIBERTY PETTY CASH	FINANCE090 62024	09/06/2024	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	B Laughlin/R Bratcher Type 2 Permit	\$ 88.50
	204	CITY OF LIBERTY PETTY CASH	FINANCE090 62024	09/06/2024	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	5 Advanced SWAT Officers	\$ 442.50
	204	CITY OF LIBERTY PETTY CASH	FINANCE090 62024	09/06/2024	FINANCE		100-54001-501-0000 00	REGISTRATION FEES	J Martin MO Police Chiefs Conf	\$ 119.50
	204	CITY OF LIBERTY PETTY CASH	FINANCE090 62024	09/06/2024	FINANCE		100-54000-170-0000 00	TRAINING TRAVEL	G Pehriz - User Conf	\$ 131.47
CHECK TOTAL FOR CHECK NUMBER 187650										\$ 1,446.75
187651; 09/13/2024; Outstanding; null										
	639	LISA SHANNON	003	08/30/2024	COURT		100-55041-116-00000 0	CONTRACT LABOR	AUG HOURS WORKED	\$ 4,302.00
CHECK TOTAL FOR CHECK NUMBER 187651										\$ 4,302.00
187652; 09/13/2024; Outstanding; null										
Tad will pick up	9209	LIBERTY SPORTS OFFICIALS	FALL 5-2024	08/28/2024	PARKS & REC-		461-55041-451-00000 0	CONTRACT LABOR	PKS OFFICIATING	\$ 6,728.00
CHECK TOTAL FOR CHECK NUMBER 187652										\$ 6,728.00

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City of Liberty

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DAT										
187653; 09/13/2024; Outstanding; null										
	9209	LIBERTY SPORTS OFFICIALS	FALL 6-2024	09/09/2024	PARKS & REC-		461-55041-451-00000 0	CONTRACT LABOR	PKS OFFICIATING	\$ 6,013.00
CHECK TOTAL FOR CHECK NUMBER 187653										\$ 6,013.00
Grand Total:										\$ 383,159.73

AP List Checks Invoices

~~Check Type: All; Check Date between: 09/10/2024 and 09/10/2024~~

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187578; 09/10/2024; Cleared; 09/10/2024										
	617	STAR DEVELOPMENT CORP	176	09/09/2024	NONE		709-55048-613-000000	DEVELOPER REIMBURSEMENT		\$ 21,144.10
CHECK TOTAL FOR CHECK NUMBER 187578										\$ 21,144.10
187579; 09/10/2024; Cleared; 09/10/2024										
	6085	BRIXMOR SPE 5 LLC	SEPT2024	09/09/2024	NONE		605-55044-618-000000	MISCELLANEOUS FEES	CID Pymt	\$ 23,847.97
	6085	BRIXMOR SPE 5 LLC	SEPT2024	09/09/2024	NONE		605-55008-618-000000	ADMINISTRATIVE FEES	ADMIN FEE	\$ 269.50
	6085	BRIXMOR SPE 5 LLC	SEPT2024	09/09/2024	NONE		100-48028-000-000000	TIF ADMINISTRATIVE FEE	ADMIN FEE	\$ (269.50)
CHECK TOTAL FOR CHECK NUMBER 187579										\$ 23,847.97
Grand Total:										\$ 44,992.07

Notes :

- (a) Negative numbers are displayed in parentheses.
(b) The filter parameters selected at the time of report submission are printed in the header section.
(c) **Voided checks present and it may affect total amount calculations.

**Voided checks present and it may affect total amount calculations

Journal Entry Post

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item PO Item Encumbrance Employee Asset id	
Number Number			Number Liquid Amt Number	
		PO Item Split PO Item Seq Number		
571 100-10001-000-000000	CASH AND INVESTMENTS		.00	63,365.97
27 100-20017-000-000000	CRIMINAL HISTORY CHECK FEE	Mo State Hwy Patrol	15.00	.00
2063		N		
91 100-20017-000-000000		Mo State Hwy Patrol	450.00	.00
2063		N		
307 100-20017-000-000000		Mo State Hwy Patrol	450.00	.00
2063		N		
531 100-20017-000-000000		Mo State Hwy Patrol	450.00	.00
2063		N		
Totals for account: 100-20017-000-000000			1,365.00	*
64 100-53000-110-000000	GENERAL SUPPLIES	Amazon Mktp1	7.59	.00
2063		N		
21 100-54001-110-000000	REGISTRATION FEES	Liberty Ch* Mo	60.00	.00
2063		N		
3 100-59004-110-000000	MEETING EXPENSE	Hy-Vee Liberty 1384	246.48	.00
2063		N		
284 100-53000-113-000000	GENERAL SUPPLIES	Amazon Mktp1	9.99	.00
2063		N		
302 100-53000-113-000000		Amazon Mktp1	54.94	.00
2063		N		
Totals for account: 100-53000-113-000000			64.93	*
335 100-53000-116-000000	GENERAL SUPPLIES	Odp Bus Sol Llc # 106874	127.13	.00
2063		N		
352 100-53000-116-000000		Amazon Mktp1	55.70	.00
2063		N		
494 100-53000-116-000000		Sp Judgerobes	97.90	.00
2063		N		
Totals for account: 100-53000-116-000000			280.73	*
5 100-53000-130-000000	GENERAL SUPPLIES	Amazon Mktp1	53.98	.00
2063		N		
30 100-53000-130-000000		Amazon Mktp1	26.99	.00
2063		N		
42 100-53000-130-000000		Amazon Mark* Rf3681y01	53.98	.00
2063		N		

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

Journal Entry Post

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item PO Item Encumbrance Employee Asset id	
Number Number			Number	
		PO Item	Liquid Amt	
		Number Split Compl		
		Seq Number		
114 100-53000-130-000000	GENERAL SUPPLIES	Amazon.Com*rf4ti2fq0	247.75	.00
2063		N		
190 100-53000-130-000000		Amazon Mktp1	13.06	.00
2063		N		
458 100-53000-130-000000		Amazon Mktp1	5.68	.00
2063		N		
469 100-53000-130-000000		Amazon.Com*ry1cg9kr0	5.47	.00
2063		N		
503 100-53000-130-000000		Amzn Mktp Us	91.59	.00
2063		N		
Totals for account: 100-53000-130-000000			498.50	*
28 100-55044-130-000000	MISCELLANEOUS FEES	Mo State Hwy Patrol	.55	.00
2063		N		
92 100-55044-130-000000		Mo State Hwy Patrol	9.25	.00
2063		N		
308 100-55044-130-000000		Mo State Hwy Patrol	9.25	.00
2063		N		
532 100-55044-130-000000		Mo State Hwy Patrol	9.25	.00
2063		N		
Totals for account: 100-55044-130-000000			28.30	*
369 100-59004-130-000000	MEETING EXPENSE	Sorellas	205.87	.00
2063		N		
373 100-59004-130-000000		Rancho Grande Cantina -L	502.69	.00
2063		N		
420 100-59004-130-000000		Ginger Sues Lees Summit	363.85	.00
2063		N		
Totals for account: 100-59004-130-000000			1,072.41	*
538 100-59013-130-000000	MEMBERSHIP DUES	Government Finance Offic	150.00	.00
2063		N		
161 100-59013-140-000000	MEMBERSHIP DUES	Sq *ipma-Hr Kansas City	.00	170.00
2063		N		
173 100-59013-140-000000		Sq *ipma-Hr Kansas City	.00	150.00
2063		N		
311 100-59013-140-000000		Missouri Prima	35.00	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No		
Check Vendor Vendor Name	PO Number	PO Item PO Po PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
459 100-59013-140-000000	MEMBERSHIP DUES	Sq *ipma-Hr Kansas City	170.00	.00
2063		N		
Totals for account: 100-59013-140-000000			205.00	320.00 *
37 100-59026-140-000000	MISCELLANEOUS EXPENSES	In *pigeons Nest Floral	100.00	.00
2063		N		
76 100-53000-150-000000	GENERAL SUPPLIES	Sams Club #6247	128.22	.00
2063		N		
95 100-53000-150-000000		Odp Bus Sol Llc # 106874	69.28	.00
2063		N		
Totals for account: 100-53000-150-000000			197.50	*
84 100-53032-150-000000	OUTSIDE PRINTING	Victory Sign Company	139.61	.00
2063		N		
286 100-57009-151-000000	VEHICLE MAINTENANCE	Advance Auto Parts #6969	6.91	.00
2063		N		
368 100-53009-165-000000	CHEMICALS	Animal Health And Sanita	625.27	.00
2063		N		
115 100-59026-165-000000	MISCELLANEOUS EXPENSES	Amazon Mktp1	23.15	.00
2063		N		
97 100-53000-170-000000	GENERAL SUPPLIES	Odp Bus Sol Llc# 106869	22.94	.00
2063		N		
200 100-53000-170-000000		Amazon Mktp1	19.89	.00
2063		N		
243 100-53000-170-000000		Amazon.Com*rj82x4971	185.39	.00
2063		N		
394 100-53000-170-000000		Amazon Mktp1	17.99	.00
2063		N		
463 100-53000-170-000000		Amazon Mktp1	135.96	.00
2063		N		
Totals for account: 100-53000-170-000000			382.17	*
341 100-54000-170-000000	TRAINING TRAVEL	Grand Hyatt San Diego	1,831.40	.00
2063		N		
347 100-54000-170-000000		Uber Trip	35.83	.00
2063		N		
351 100-54000-170-000000		Embassy Suites	2,034.48	.00
2063		N		

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JE Account Number	Description	Item Description	Debit	Credit
Line		No	Amount	Amount
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item	PO Item
Number Number			Number	Split
			Seq	Number
			Liquid Amt	Employee Asset id
			Number	
483 100-54000-170-000000	TRAINING TRAVEL	Uber Trip	30.30	.00
2063		N		
Totals for account: 100-54000-170-000000			3,932.01	*
421 100-54001-170-000000	REGISTRATION FEES	Insynctraining.Com	649.00	.00
2063		N		
424 100-54001-170-000000		Insynctraining.Com	649.00	.00
2063		N		
Totals for account: 100-54001-170-000000			1,298.00	*
85 100-55001-170-000000	INTERNET SERVICE FEES	Amazon Web Services	48.01	.00
2063		N		
167 100-55001-170-000000		Spectrum	495.00	.00
2063		N		
171 100-55001-170-000000		Spectrum	87.54	.00
2063		N		
408 100-55001-170-000000		Verizon	38.00	.00
2063		N		
Totals for account: 100-55001-170-000000			668.55	*
78 100-60000-170-000000	MINOR EQUIPMENT	Amazon Mktp1	37.98	.00
2063		N		
96 100-60000-170-000000		Amazon Mktp1	74.95	.00
2063		N		
99 100-60000-170-000000		Amazon Mktp1	86.82	.00
2063		N		
105 100-60000-170-000000		Amazon Mktp1	173.34	.00
2063		N		
108 100-60000-170-000000		Amazon.Com*r0ra0jf2	2,270.66	.00
2063		N		
169 100-60000-170-000000		Amzn Mktp Us	589.00	.00
2063		N		
238 100-60000-170-000000		Amazon.Com*rj4m84ih1	38.44	.00
2063		N		
510 100-60000-170-000000		Amazon Mktp1	51.94	.00
2063		N		
Totals for account: 100-60000-170-000000			3,323.13	*

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No	Amount	Amount
Check Number	Vendor Number	PO Number	PO Item Number	PO Item Split Seq Number
Vendor Name	Employee Asset id	Encumbrance Liquid Amt	Number	
98 100-60002-170-000000	MINOR SOFTWARE	Box, Inc.	306.56	.00
2063		N		
475 100-60004-170-000000	MINOR COMPUTER EQUIPMENT	Amzn Mktp Us	277.19	.00
2063		N		
506 100-60004-170-000000		Amazon Mktp1	436.78	.00
2063		N		
559 100-60004-170-000000		Amazon.Com*ry8t73fa2	99.95	.00
2063		N		
Totals for account: 100-60004-170-000000			813.92	*
113 100-60010-170-000000	FACILITIES SECURITY EQUIP	Amazon Mktp1	107.98	.00
2063		N		
117 100-60010-170-000000		Amazon Mktp1	29.96	.00
2063		N		
Totals for account: 100-60010-170-000000			137.94	*
41 100-53000-201-000000	GENERAL SUPPLIES	Paypal	300.00	.00
2063		N		
94 100-53000-201-000000		Odp Bus Sol Llc # 106874	69.28	.00
2063		N		
321 100-53000-201-000000		Lowes #01565	16.98	.00
2063		N		
451 100-53000-201-000000		Hy-Vee Liberty 1384	17.98	.00
2063		N		
Totals for account: 100-53000-201-000000			404.24	*
29 100-54001-201-000000	REGISTRATION FEES	Www.Apwa.Net	50.00	.00
2063		N		
178 100-54001-201-000000		Apwa - Pwx Registration	.00	43.00
2063		N		
Totals for account: 100-54001-201-000000			50.00	43.00 *
8 100-57020-202-000000	FACILITIES MAINTENANCE	Amazon Mktp1	39.98	.00
2063		N		
39 100-57020-202-000000		Amazon Mktp1	101.00	.00
2063		N		
65 100-57020-202-000000		Feldmans Farm And Home	11.99	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No		
Check Vendor Vendor Name	PO Number	PO Item PO Split PO Item Encumbrance Employee Asset id		
Number Number		Number Seq Number	Liquid Amt Number	
204 100-57020-202-000000	FACILITIES MAINTENANCE	McGuire Lock & Safe Llc	254.50	.00
2063		N		
249 100-57020-202-000000		Ginger Sues Lees Summit	76.50	.00
2063		N		
256 100-57020-202-000000		Personal Touch Engraving	70.00	.00
2063		N		
264 100-57020-202-000000		Lowes #01565	27.92	.00
2063		N		
270 100-57020-202-000000		Charles D Jones Liberty	429.07	.00
2063		N		
280 100-57020-202-000000		Amazon.Com*rj6un4262	34.19	.00
2063		N		
281 100-57020-202-000000		Batteries Plus #243	34.46	.00
2063		N		
298 100-57020-202-000000		Lowes #01565	206.86	.00
2063		N		
312 100-57020-202-000000		Amazon Mktp1	227.90	.00
2063		N		
340 100-57020-202-000000		Oreilly 142	12.48	.00
2063		N		
350 100-57020-202-000000		Amzn Mktp Us	12.48	.00
2063		N		
355 100-57020-202-000000		Amazon Mktp1	35.70	.00
2063		N		
389 100-57020-202-000000		Academy Sports #258	99.98	.00
2063		N		
450 100-57020-202-000000		Amazon Mktp1	21.57	.00
2063		N		
Totals for account: 100-57020-202-000000			1,696.58	*
63 100-59014-202-000000	CLOTHING EXPENSES	Happy Times	117.00	.00
2063		N		
70 100-60000-202-000000	MINOR EQUIPMENT	Lowes #01565	59.46	.00
2063		N		
48 100-53000-203-000000	GENERAL SUPPLIES	River Bend Recycling	96.13	.00
2063		N		
58 100-53000-203-000000		River Bend Recycling	94.54	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No	Amount	
Check Vendor Vendor Name	PO Number	PO Item PO Split PO Item Encumbrance Employee Asset id	Liquid Amt	Number
Number Number		Number Seq Number		
60 100-53000-203-000000	GENERAL SUPPLIES	River Bend Recycling	75.95	.00
2063		N		
62 100-53000-203-000000		River Bend Recycling	86.78	.00
2063		N		
131 100-53000-203-000000		Sams Club#6247	382.08	.00
2063		N		
196 100-53000-203-000000		McGuire Lock & Safe Llc	109.50	.00
2063		N		
247 100-53000-203-000000		Lowes #01565	84.25	.00
2063		N		
266 100-53000-203-000000		Lowes #01565	.00	43.14
2063		N		
282 100-53000-203-000000		Lowes #01565	4.23	.00
2063		N		
439 100-53000-203-000000		Feldmans Farm And Home	48.99	.00
2063		N		
448 100-53000-203-000000		Five Guys Mo 473 Qsr	75.79	.00
2063		N		
542 100-53000-203-000000		Sutherlands 1214	4.99	.00
2063		N		
Totals for account: 100-53000-203-000000			1,063.23	43.14 *
4 100-57009-203-000000	VEHICLE MAINTENANCE	Oreilly 142	1,667.89	.00
2063		N		
15 100-57009-203-000000		Heritage Tractor Smithvi	192.54	.00
2063		N		
33 100-57009-203-000000		Kc Bobcat	52.74	.00
2063		N		
89 100-57009-203-000000		Car Parts Distributing I	40.26	.00
2063		N		
90 100-57009-203-000000		Lowes #01565	8.76	.00
2063		N		
106 100-57009-203-000000		Chuck Anderson Ford	173.85	.00
2063		N		
112 100-57009-203-000000		Oreilly 142	7.99	.00
2063		N		
135 100-57009-203-000000		Dogwood Sales And Rental	1,500.00	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No	Amount	
Check Vendor Vendor Name	PO Number	PO Item PO Po PO Item Encumbrance Employee Asset id	Liquid Amt	Number
Number Number		Number Split Compl		
		Seq Number		
154 100-57009-203-000000	VEHICLE MAINTENANCE	Heritage Tractor Smithvi	441.31	.00
2063		N		
199 100-57009-203-000000		Heritage Tractor Smithvi	183.25	.00
2063		N		
203 100-57009-203-000000		Tompkins Industries- Inc	4.62	.00
2063		N		
207 100-57009-203-000000		Car Parts Distributing I	84.60	.00
2063		N		
215 100-57009-203-000000		Oreilly 142	69.14	.00
2063		N		
216 100-57009-203-000000		Oreilly 142	80.40	.00
2063		N		
220 100-57009-203-000000		Oreilly 142	71.97	.00
2063		N		
261 100-57009-203-000000		Oreilly 142	9.99	.00
2063		N		
294 100-57009-203-000000		Oreilly 142	39.48	.00
2063		N		
310 100-57009-203-000000		Feldmans Farm And Home	3.96	.00
2063		N		
324 100-57009-203-000000		Feldmans Farm And Home	3.80	.00
2063		N		
331 100-57009-203-000000		Feldmans Farm And Home	71.96	.00
2063		N		
367 100-57009-203-000000		Metal By The Foot	16.72	.00
2063		N		
382 100-57009-203-000000		Feldmans Farm And Home	85.88	.00
2063		N		
387 100-57009-203-000000		Amazon Mktpl	38.84	.00
2063		N		
464 100-57009-203-000000		Tompkins Industries- Inc	659.73	.00
2063		N		
486 100-57009-203-000000		Oreilly 142	32.97	.00
2063		N		
495 100-57009-203-000000		Oreilly 142	4.78	.00
2063		N		
541 100-57009-203-000000		Harbor Freight Tools 76	259.97	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item PO Item Encumbrance Employee Asset id	
Number Number			Number	
		PO Item	Liquid Amt	
		Number Split		
		Seq Number		
Totals for account: 100-57009-203-000000			5,807.40	*
11 100-57019-203-000000	BUILDING MAINTENANCE	Lowes #01565	34.96	.00
2063		N		
403 100-57019-203-000000		Amzn Mktp Us	113.98	.00
2063		N		
491 100-57019-203-000000		Lowes #01565	17.28	.00
2063		N		
513 100-57019-203-000000		Lowes #01565	101.34	.00
2063		N		
Totals for account: 100-57019-203-000000			267.56	*
9 100-59014-203-000000	CLOTHING EXPENSES	Academy Sports #258	89.99	.00
2063		N		
191 100-59014-203-000000		Kleinschmidts Western St	59.90	.00
2063		N		
290 100-59014-203-000000		Feldmans Farm And Home	.00	39.00
2063		N		
314 100-59014-203-000000		Feldmans Farm And Home	78.00	.00
2063		N		
356 100-59014-203-000000		Feldmans Farm And Home	65.99	.00
2063		N		
386 100-59014-203-000000		Amazon.Com*rs7vo9xp1	59.98	.00
2063		N		
Totals for account: 100-59014-203-000000			353.86	39.00 *
122 100-59015-203-000000	PROTECTIVE CLOTHING	Amazon Mktp1	399.92	.00
2063		N		
526 100-60000-203-000000	MINOR EQUIPMENT	Waters Hardware-Independ	108.93	.00
2063		N		
400 100-53000-300-000000	GENERAL SUPPLIES	Amazon Mktp1	89.56	.00
2063		N		
438 100-53000-300-000000		Hy-Vee Liberty 1384	100.00	.00
2063		N		
478 100-53000-300-000000		Hobby Lobby #818	43.99	.00
2063		N		
Totals for account: 100-53000-300-000000			233.55	*

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number PO Number	PO Item PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
130 100-53007-300-000000	FOOD	Hy-Vee Liberty 1384	40.46	.00
2063		N		
13 100-57009-300-000000	VEHICLE MAINTENANCE	Fsp*strickland Brothers	142.17	.00
2063		N		
19 100-57009-300-000000		McBee Coffee & Carwash -	21.99	.00
2063		N		
338 100-57009-300-000000		Autozone #4440	10.99	.00
2063		N		
493 100-57009-300-000000		Autozone #4440	15.88	.00
2063		N		
Totals for account: 100-57009-300-000000			191.03	*
388 100-57018-300-000000	MISC EQUIPMENT MAINT	Lowes #01565	10.48	.00
2063		N		
401 100-57018-300-000000		Lowes #01565	6.46	.00
2063		N		
Totals for account: 100-57018-300-000000			16.94	*
187 100-57019-300-000000	BUILDING MAINTENANCE	Lowes #01565	110.22	.00
2063		N		
492 100-57019-300-000000		Lowes #01565	65.58	.00
2063		N		
Totals for account: 100-57019-300-000000			175.80	*
556 100-59013-300-000000	MEMBERSHIP DUES	In *missouri Association	300.00	.00
2063		N		
20 100-59026-300-000000	MISCELLANEOUS EXPENSES	Park Lawn Fh - Northland	8,182.17	.00
2063		N		
365 100-59026-300-000000		Hobby Lobby #818	27.98	.00
2063		N		
375 100-59026-300-000000		Amazon Mktp1	18.27	.00
2063		N		
418 100-59026-300-000000		J & S Pizza	215.88	.00
2063		N		
472 100-59026-300-000000		Lowes #01565	.00	23.05
2063		N		
473 100-59026-300-000000		Lamars Donuts #12	123.57	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No	Amount	
Check Vendor Vendor Name	PO Number	PO Item PO Split PO Item Encumbrance Employee Asset id	Liquid Amt	Number
Number Number		Number Seq Number		
476 100-59026-300-000000	MISCELLANEOUS EXPENSES	Price Chopper #288	30.95	.00
2063		N		
477 100-59026-300-000000		Lowe's #01565	35.88	.00
2063		N		
481 100-59026-300-000000		Panera Bread #202372	441.30	.00
2063		N		
484 100-59026-300-000000		Lowe's #01565	39.98	.00
2063		N		
488 100-59026-300-000000		Lowe's #01565	119.73	.00
2063		N		
504 100-59026-300-000000		Lowe's #01565	.00	9.13
2063		N		
508 100-59026-300-000000		City Of Liberty	1,200.00	.00
2063		N		
517 100-59026-300-000000		All Nations Flag Company	48.00	.00
2063		N		
524 100-59026-300-000000		Hy-Vee Liberty 1384	250.00	.00
2063		N		
Totals for account: 100-59026-300-000000			10,733.71	32.18 *
329 100-60000-300-000000	MINOR EQUIPMENT	Day Star Corporation	196.50	.00
2063		N		
497 100-60000-300-000000		Lowe's #01565	138.13	.00
2063		N		
Totals for account: 100-60000-300-000000			334.63	*
121 100-53004-301-000000	VEHICLE SUPPLIES	Oreilly 142	57.98	.00
2063		N		
353 100-53004-301-000000		Oreilly 142	40.78	.00
2063		N		
436 100-53004-301-000000		Lowe's #01565	7.98	.00
2063		N		
496 100-53004-301-000000		Oreilly 142	56.44	.00
2063		N		
555 100-53004-301-000000		Oreilly 142	49.97	.00
2063		N		
Totals for account: 100-53004-301-000000			213.15	*

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item PO Item Encumbrance Employee Asset id	
Number Number			Number	
			Liquid Amt	
		Seq Number		
269 100-53014-301-000000	STATION SUPPLIES	Lowes #01565	34.98	.00
2063		N		
146 100-54004-301-000000	TRAINING COSTS	Sq *professional Fire &	250.00	.00
2063		N		
349 100-54004-301-000000		Eagle Engraving Inc	328.45	.00
2063		N		
Totals for account: 100-54004-301-000000			578.45	*
35 100-57009-301-000000	VEHICLE MAINTENANCE	Firepenny	484.12	.00
2063		N		
168 100-57009-301-000000		Lowes #01565	6.68	.00
2063		N		
179 100-57009-301-000000		McBee Coffee & Carwash -	21.99	.00
2063		N		
262 100-57009-301-000000		Oreilly 142	4.69	.00
2063		N		
342 100-57009-301-000000		Amazon.Com*rj2wilcf2	40.95	.00
2063		N		
404 100-57009-301-000000		Lowes #01565	2.08	.00
2063		N		
454 100-57009-301-000000		Oreilly 142	76.95	.00
2063		N		
Totals for account: 100-57009-301-000000			637.46	*
564 100-59014-301-000000	CLOTHING EXPENSES	Lowes #01565	19.78	.00
2063		N		
49 100-53004-302-000000	VEHICLE SUPPLIES	Oreilly 142	20.48	.00
2063		N		
6 100-57009-302-000000	VEHICLE MAINTENANCE	McBee Coffee & Carwash -	21.99	.00
2063		N		
210 100-57009-302-000000		Midway Ford Truck Center	794.19	.00
2063		N		
253 100-57009-302-000000		Midway Ford Truck Center	1,594.43	.00
2063		N		
327 100-57009-302-000000		Midway Ford Truck Center	195.88	.00
2063		N		
Totals for account: 100-57009-302-000000			2,606.49	*

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No		
Check Vendor Vendor Name	PO Number	PO Item PO Split PO Item Encumbrance Employee Asset id		
Number Number		Number Seq Number Liquid Amt Number		
109 100-54001-303-000000	REGISTRATION FEES	Sq *professional Fire &	125.00	.00
2063		N		
81 100-54004-303-000000	TRAINING COSTS	Stoney Creek Inn - Col	145.74	.00
2063		N		
184 100-54004-303-000000		Blue Card Command	1,700.00	.00
2063		N		
567 100-54004-303-000000		Ntta Online	11.42	.00
2063		N		
Totals for account: 100-54004-303-000000			1,857.16	*
254 100-57009-303-000000	VEHICLE MAINTENANCE	Fsp*strickland Brothers	55.78	.00
2063		N		
485 100-57009-303-000000		Oreilly 142	25.98	.00
2063		N		
Totals for account: 100-57009-303-000000			81.76	*
561 100-59013-303-000000	MEMBERSHIP DUES	Www.Iafc.Org	215.00	.00
2063		N		
18 100-57009-304-000000	VEHICLE MAINTENANCE	McBee Coffee & Carwash -	21.99	.00
2063		N		
516 100-57009-304-000000		Oreilly 142	47.97	.00
2063		N		
Totals for account: 100-57009-304-000000			69.96	*
419 100-53025-480-000000	MEALS ON WHEELS	Price Chopper #120	54.04	.00
2063		N		
434 100-53025-480-000000		Dollar Tree	14.75	.00
2063		N		
Totals for account: 100-53025-480-000000			68.79	*
87 100-55028-480-000000	ADVERTISING	Canva* I04231-54218703	200.00	.00
2063		N		
155 100-57009-482-000000	VEHICLE MAINTENANCE	United Access	179.35	.00
2063		N		
156 100-57009-482-000000		United Access	178.20	.00
2063		N		
160 100-57009-482-000000		United Access	.00	179.35
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No		
Check Vendor Vendor Name	PO Number	PO Item PO Po PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
241 100-57009-482-000000	VEHICLE MAINTENANCE	Cba Liberty	1,955.40	.00
2063		N		
Totals for account: 100-57009-482-000000			2,312.95	179.35 *
1 100-53035-483-000000	PROGRAM SUPPLIES	Sams Club #6247	20.89	.00
2063		N		
83 100-53035-483-000000		Amazon Mktp1	82.18	.00
2063		N		
153 100-53035-483-000000		Amazon.Com*rv86k1ic0	54.95	.00
2063		N		
206 100-53035-483-000000		Price Chopper #120	23.98	.00
2063		N		
336 100-53035-483-000000		Sq *yummy Donut Palace,	32.98	.00
2063		N		
453 100-53035-483-000000		Amazon Ret* 112-004609	42.88	.00
2063		N		
Totals for account: 100-53035-483-000000			257.86	*
147 100-55044-483-000000	MISCELLANEOUS FEES	Asian Buffet	15.34	.00
2063		N		
61 100-53000-501-000000	GENERAL SUPPLIES	Amazon Mktp1	162.99	.00
2063		N		
107 100-53000-501-000000		Odp Bus Sol Llc # 106874	49.13	.00
2063		N		
271 100-53000-501-000000		Amazon Mktp1	29.87	.00
2063		N		
283 100-53000-501-000000		Amazon Mktp1	224.78	.00
2063		N		
323 100-53000-501-000000		Amazon.Com*rj3xk85a2	126.89	.00
2063		N		
325 100-53000-501-000000		Amzn Mktp Us	125.61	.00
2063		N		
326 100-53000-501-000000		Amazon Mktp1	57.58	.00
2063		N		
343 100-53000-501-000000		Amzn Mktp Us	343.18	.00
2063		N		
357 100-53000-501-000000		Odp Bus Sol Llc # 106874	46.83	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No	Amount	
Check Vendor Vendor Name	PO Number	PO Item PO Seq	id	
Number Number		Number Split Compl Liquid Amt Employee Number		
383 100-53000-501-000000	GENERAL SUPPLIES	Amazon Mar* 114-739724	66.97	.00
2063		N		
514 100-53000-501-000000		Amazon Mktp1	82.56	.00
2063		N		
537 100-53000-501-000000		Tst* Longboards Wraps Li	61.04	.00
2063		N		
546 100-53000-501-000000		Firehouse Subs 0611 Qsr	59.00	.00
2063		N		
Totals for account: 100-53000-501-000000			1,436.43	*
202 100-54000-501-000000	TRAINING TRAVEL	Holiday Inn Columbia Exe	582.96	.00
2063		N		
208 100-54000-501-000000		Holiday Inn Columbia Exe	582.96	.00
2063		N		
217 100-54000-501-000000		60642 - Crown Center - H	50.00	.00
2063		N		
218 100-54000-501-000000		Adj-Jetblue	.00	288.75
2063		N		
221 100-54000-501-000000		Adj-Jetblue	.00	40.00
2063		N		
231 100-54000-501-000000		Adj-Jetblue	.00	60.00
2063		N		
236 100-54000-501-000000		Westin Kansas City	1,087.40	.00
2063		N		
245 100-54000-501-000000		Adj-Jetblue	.00	25.00
2063		N		
274 100-54000-501-000000		Jetblue	288.75	.00
2063		N		
285 100-54000-501-000000		Jetblue	40.00	.00
2063		N		
287 100-54000-501-000000		60642 - Crown Center - H	82.00	.00
2063		N		
296 100-54000-501-000000		Jetblue	60.00	.00
2063		N		
301 100-54000-501-000000		Jetblue	25.00	.00
2063		N		
390 100-54000-501-000000		Delta Air	283.96	.00
2063		N		

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JE Account Number			Description	Item Description					Debit	Credit	
Line	Check	Vendor	Vendor Name	Invoice Number	PO Number	No	Description		Amount	Amount	
Number	Number					PO Item	Po	PO Item	Asset id		
						Number	Split	Compl			
							Seq				
							Number				
Totals for account: 100-54000-501-000000									3,083.03	413.75	*
392	100-54001-501-000000		REGISTRATION FEES				Anthony Rodriguez		599.00	.00	
2063							N				
412	100-54001-501-000000						Sq *guardian Training So		700.00	.00	
2063							N				
437	100-54001-501-000000						Llrmi		150.00	.00	
2063							N				
549	100-54001-501-000000						Sq *national Tactical Of		2,236.00	.00	
2063							N				
Totals for account: 100-54001-501-000000									3,685.00		*
232	100-54002-501-000000		LODGING				Westin Kansas City		1,321.60	.00	
2063							N				
111	100-55044-501-000000		MISCELLANEOUS FEES				Tlo Transunion		139.00	.00	
2063							N				
560	100-57009-501-000000		VEHICLE MAINTENANCE				Mo Dmv		97.92	.00	
2063							N				
14	100-59004-501-000000		MEETING EXPENSE				Liberty Ch* Mo		30.00	.00	
2063							N				
46	100-59014-501-000000		CLOTHING EXPENSES				Utility Associates Inc		198.00	.00	
2063							N				
56	100-59014-501-000000						The Ups Store 2836		19.24	.00	
2063							N				
Totals for account: 100-59014-501-000000									217.24		*
345	100-59026-501-000000		MISCELLANEOUS EXPENSES				Deneen Pottery		767.80	.00	
2063							N				
59	100-60000-501-000000		MINOR EQUIPMENT				Westend Enterprises Unl		892.48	.00	
2063							N				
79	100-60000-501-000000						Amazon Mktp1		653.09	.00	
2063							N				
101	100-60000-501-000000						Deneen Pottery		.00	39.90	
2063							N				
133	100-60000-501-000000						Amazon Mktp1		68.92	.00	
2063							N				
138	100-60000-501-000000						Hy-Vee F&f Liberty 5384		9.00	.00	
2063							N				

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Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item PO Item Encumbrance Employee Asset id	
Number Number			Number	
			Liquid Amt	
		Seq Number		
193 100-60000-501-000000	MINOR EQUIPMENT	Google *youtube Tv	72.99	.00
2063		N		
197 100-60000-501-000000		Odp Bus Sol Llc # 106874	373.69	.00
2063		N		
322 100-60000-501-000000		B&h Photo 800-606-6969	57.00	.00
2063		N		
447 100-60000-501-000000		Amazon Mktp1	30.16	.00
2063		N		
470 100-60000-501-000000		Amazon Mktp1	64.71	.00
2063		N		
500 100-60000-501-000000		Galls	295.40	.00
2063		N		
558 100-60000-501-000000		Amazon.Com*ry2g00g50	126.23	.00
2063		N		
Totals for account: 100-60000-501-000000			2,643.67	39.90 *
289 100-60005-501-000000	VEHICLE CHANGEOVER COSTS	Amazon.Com*rj7ts8760	151.42	.00
2063		N		
246 100-53018-502-000000	SWAT TEAM SUPPLIES	Lowes #01565	13.96	.00
2063		N		
227 100-53019-502-000000	ARMORY SUPPLIES	United Office Solution	.00	1,063.30
2063		N		
534 100-53019-502-000000		Westlake Hardware #011	44.16	.00
2063		N		
545 100-53019-502-000000		United Office Solution	1,063.30	.00
2063		N		
Totals for account: 100-53019-502-000000			1,107.46	1,063.30 *
487 100-57009-502-000000	VEHICLE MAINTENANCE	Charlies Car Wash Llc	220.00	.00
2063		N		
176 100-60001-502-000000	NEIGHBORHOOD WTCH/JR ACADEMY	Lowes #01565	90.16	.00
2063		N		
209 100-60001-502-000000		Hy-Vee Liberty 1384	87.98	.00
2063		N		
222 100-60001-502-000000		Sams Club#6247	133.28	.00
2063		N		
259 100-60001-502-000000		Samsclub #6247	595.72	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number PO Number	PO Item PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
297 100-60001-502-000000	NEIGHBORHOOD WTCH/JR ACADEMY	Samsclub #6247	181.98	.00
2063		N		
362 100-60001-502-000000		Sams Club#6247	558.56	.00
2063		N		
446 100-60001-502-000000		Academy Sports #258	59.94	.00
2063		N		
462 100-60001-502-000000		Best Value Copy	69.52	.00
2063		N		
Totals for account: 100-60001-502-000000			1,777.14	*
319 100-53020-511-000000	PROPERTY ROOM SUPPLIES	Amazon Mktpl	9.89	.00
2063		N		
333 100-53020-511-000000		Odp Bus Sol Llc # 106874	87.60	.00
2063		N		
Totals for account: 100-53020-511-000000			97.49	*
172 100-55039-512-000000	REGIONAL ALERT SYSTEM	Spectrum	100.00	.00
2063		N		
129 100-60000-512-000000	MINOR EQUIPMENT	Odp Bus Sol Llc # 106874	605.98	.00
2063		N		
205 100-60000-512-000000		Odp Bus Sol Llc # 106874	441.88	.00
2063		N		
Totals for account: 100-60000-512-000000			1,047.86	*
Totals for fund: 100			65,539.59	65,539.59 **
587 244-10001-000-000000	CASH AND INVESTMENTS		22.08	.00
258 244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	Sq *kona Ice Of Clay Cou	.00	522.65
2063		N		
151 244-55028-119-000000	ADVERTISING	Facebk *853ta68h32	476.16	.00
2063		N		
149 244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Facebk *853ta68h32	24.41	.00
2063		N		
Totals for fund: 244			522.65	522.65 **

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No		
Check Vendor Vendor Name	PO Number	PO Item Po PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
589 247-10001-000-000000	CASH AND INVESTMENTS		.00	780.33
73 247-53029-204-000000	MISCELLANEOUS SUPPLIES	Amazon Mktp1	12.67	.00
2063		N		
32 247-57022-204-000000	GROUNDS/LANDSCAPING	Lowes #01565	.00	55.60
2063		N		
72 247-57022-204-000000		Lowes #01565	115.26	.00
2063		N		
145 247-57022-204-000000		Shaped Steel Inc	708.00	.00
2063		N		
Totals for account: 247-57022-204-000000			823.26	55.60 *
Totals for fund: 247			835.93	835.93 **
573 351-10001-000-000000	CASH AND INVESTMENTS		.00	795.76
391 351-57031-605-000000	ASPHALT-STREET REPAIRS	Lowes #01565	173.50	.00
2063		N		
479 351-57031-605-000000		Lowes #01565	86.75	.00
2063		N		
Totals for account: 351-57031-605-000000			260.25	.00 *
23 351-57036-605-000000	STREET SIGNS	The Work Zone	63.25	.00
2063		N		
544 351-57036-605-000000		Feldmans Farm And Home	9.21	.00
2063		N		
Totals for account: 351-57036-605-000000			72.46	.00 *
272 351-57037-605-000000	STORM WATER MAINTENANCE	Sp Bchardscapes Supply	245.14	.00
2063		N		
529 351-57037-605-000000		Feldmans Farm And Home	93.98	.00
2063		N		
Totals for account: 351-57037-605-000000			339.12	.00 *
551 351-55049-612-000000	NPDES EXPENSES	Feldmans Farm And Home	113.95	.00
2063		N		
569 351-55049-612-000000		Sams Club#6247	9.98	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item	Po PO Item Encumbrance Employee Asset id
Number Number			Number Split Compl Liquid Amt Number	
			Seq Number	
Totals for account: 351-55049-612-000000			123.93	*
Totals for fund: 351			795.76	795.76 **
575 352-10001-000-000000	CASH AND INVESTMENTS		.00	77.98
230 352-57022-403-000000	GROUNDS/LANDSCAPING MAINT	Family Tree Nursery	.00	34.99
2063		N		
263 352-57022-403-000000		Family Tree Nursery	99.98	.00
2063		N		
449 352-57022-403-000000		Sutherlands 1214	12.99	.00
2063		N		
Totals for account: 352-57022-403-000000			112.97	34.99 *
Totals for fund: 352			112.97	112.97 **
577 354-10001-000-000000	CASH AND INVESTMENTS		.00	16.36
550 354-55018-110-000000	OTHER MISC FEES	Tst* Macarenas Mexican F	16.36	.00
2063		N		
Totals for fund: 354			16.36	16.36 **
579 356-10001-000-000000	CASH AND INVESTMENTS		.00	2,893.02
16 356-60000-305-000000	MINOR EQUIPMENT	Amzn Mktp Us	710.41	.00
2063		N		
17 356-60000-305-000000		Amazon Mktp1	317.98	.00
2063		N		
55 356-60000-305-000000		Amzn Mktp Us	554.10	.00
2063		N		
142 356-60000-305-000000		Amzn Mktp Us	1,189.23	.00
2063		N		
177 356-60000-305-000000		Electronics Supply Compa	121.30	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	PO Number	PO Item Number	PO Item Split Seq Number
Check Number	Vendor Number	Vendor Name	Encumbrance Liquid Amt	Employee Asset id Number
Totals for account: 356-60000-305-000000			2,893.02	*
Totals for fund: 356			2,893.02	**
581 460-10001-000-000000	CASH AND INVESTMENTS		.00	8,138.75
57 460-12002-000-000000	A/R REIMBURSEABLE EXPENSES	Asi	309.52	.00
2063		N		
214 460-53000-400-000000	GENERAL SUPPLIES	Office Depot #2167	35.96	.00
2063		N		
38 460-53003-400-000000	RECREATION SUPPLIES	Lowe's #01565	11.96	.00
2063		N		
166 460-53003-400-000000		Dri*signs	51.26	.00
2063		N		
Totals for account: 460-53003-400-000000			63.22	*
103 460-53032-400-000000	OUTSIDE PRINTING	Dri*signs	29.55	.00
2063		N		
165 460-53032-400-000000		Dri*signs	50.11	.00
2063		N		
Totals for account: 460-53032-400-000000			79.66	*
44 460-59002-400-000000	CHARITABLE FUND EXPENSES	Vistaprint	92.79	.00
2063		N		
51 460-59002-400-000000		Dri*signs	127.51	.00
2063		N		
150 460-59002-400-000000		Facebk *853ta68h32	46.50	.00
2063		N		
304 460-59002-400-000000		Vistaprint	73.73	.00
2063		N		
Totals for account: 460-59002-400-000000			340.53	*
77 460-59013-400-000000	MEMBERSHIP DUES	Liberty Ch* Mo	30.00	.00
2063		N		
141 460-70001-400-000000	CAPITAL EQUIPMENT	Amazon Mktp1	19.50	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item	PO Item
Number Number			Number	Split
			Seq	Number
143 460-70001-400-000000	CAPITAL EQUIPMENT	Amazon Mktp1	280.50	.00
2063		N		
Totals for account: 460-70001-400-000000			300.00	*
40 460-53000-403-000000	GENERAL SUPPLIES	Feldmans Farm And Home	8.74	.00
2063		N		
407 460-53003-403-000000	RECREATION SUPPLIES	Spartan Ath	552.10	.00
2063		N		
428 460-53003-403-000000		Amazon Mktp1	135.96	.00
2063		N		
Totals for account: 460-53003-403-000000			688.06	*
74 460-53008-403-000000	MAINTENANCE MATERIALS	Lowes #01565	34.89	.00
2063		N		
136 460-53008-403-000000		Amzn Mktp Us	29.47	.00
2063		N		
416 460-53008-403-000000		Car Parts Distributing I	10.50	.00
2063		N		
525 460-53008-403-000000		Sherwin Williams 707215	42.58	.00
2063		N		
Totals for account: 460-53008-403-000000			117.44	*
293 460-54001-403-000000	REGISTRATION FEES	Mo Dmv	53.29	.00
2063		N		
339 460-57009-403-000000	VEHICLE MAINTENANCE	32 Purcell Tire	186.43	.00
2063		N		
372 460-57009-403-000000		Cedar Rapids Tire Compan	480.51	.00
2063		N		
Totals for account: 460-57009-403-000000			666.94	*
102 460-57018-403-000000	MISC EQUIPMENT MAINT	Oreilly 142	15.86	.00
2063		N		
152 460-57018-403-000000		Heartland Tractor Co-Cam	648.00	.00
2063		N		
248 460-57018-403-000000		Advance Auto Parts #6969	25.08	.00
2063		N		
276 460-57018-403-000000		Advance Auto Parts #6969	74.36	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item PO Item Encumbrance Employee Asset id	
Number Number			Number	
		PO Item	Liquid Amt	
		Number Split Compl		
		Seq Number		
380 460-57018-403-000000	MISC EQUIPMENT MAINT	Murphy Tractor 12	1,008.61	.00
2063		N		
384 460-57018-403-000000		Feldmans Farm And Home	43.94	.00
2063		N		
429 460-57018-403-000000		Waters Hardware-Independ	70.98	.00
2063		N		
Totals for account: 460-57018-403-000000			1,886.83	*
432 460-57021-403-000000	TREE MAINTENANCE	Lowes #01565	25.72	.00
2063		N		
455 460-57021-403-000000		Menards 3342	324.59	.00
2063		N		
Totals for account: 460-57021-403-000000			350.31	*
144 460-57022-403-000000	GROUNDS/LANDSCAPING	Used Tire City	21.00	.00
2063		N		
194 460-57022-403-000000		Waters Hardware-Independ	53.95	.00
2063		N		
291 460-57022-403-000000		Lowes #01565	4.17	.00
2063		N		
313 460-57022-403-000000		Ces 492	18.14	.00
2063		N		
316 460-57022-403-000000		Lowes #01565	2.14	.00
2063		N		
395 460-57022-403-000000		Lowes #01565	3.68	.00
2063		N		
431 460-57022-403-000000		Lowes #01565	130.10	.00
2063		N		
552 460-57022-403-000000		Lowes #01565	47.95	.00
2063		N		
554 460-57022-403-000000		Sherwin Williams 707215	42.58	.00
2063		N		
568 460-57022-403-000000		Menards 3342	424.62	.00
2063		N		
Totals for account: 460-57022-403-000000			748.33	*
36 460-57027-403-000000	PLAYGROUND/SPRAYGROUND MAINT	Lowes #01565	35.58	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No	Amount	
Check Vendor Vendor Name	PO Number	PO Item Po PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
159 460-57027-403-000000	PLAYGROUND/SPRAYGROUND MAINT	Sq *r Mac Dumpsters	150.50	.00
2063		N		
162 460-57027-403-000000		Sq *r Mac Dumpsters	1,693.90	.00
2063		N		
198 460-57027-403-000000		Lowes #01565	14.28	.00
2063		N		
358 460-57027-403-000000		Lowes #01565	172.80	.00
2063		N		
393 460-57027-403-000000		Menards 3342	115.74	.00
2063		N		
Totals for account: 460-57027-403-000000			2,182.80	*
250 460-60015-403-000000	MINOR TOOLS	Amazon Mktp1	17.08	.00
2063		N		
260 460-60015-403-000000		Nor*northern Tool	260.04	.00
2063		N		
Totals for account: 460-60015-403-000000			277.12	*
Totals for fund: 460			8,138.75	**
583 461-10001-000-000000	CASH AND INVESTMENTS		.00	1,167.59
553 461-53000-451-000000	GENERAL SUPPLIES	Amazon Mktp1	48.55	.00
2063		N		
43 461-53003-451-000000	RECREATION SUPPLIES	Vistaprint	59.99	.00
2063		N		
88 461-53003-451-000000		Bib Background Checks	61.59	.00
2063		N		
224 461-53003-451-000000		Bib Background Checks	60.77	.00
2063		N		
Totals for account: 461-53003-451-000000			182.35	*
71 461-53029-451-000000	MISCELLANEOUS SUPPLIES	Sq *sa Heinen Llc	28.58	.00
2063		N		
507 461-57009-451-000000	VEHICLE MAINTENANCE	Heritage Tractor Smithvi	516.72	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number PO Number	PO Item Po PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
366 461-57019-451-000000	BUILDING MAINTENANCE	Sutherlands 1214	10.76	.00
2063		N		
201 461-59026-451-000000	MISCELLANEOUS EXPENSES	Reeves-Wiedeman - Libert	335.00	.00
2063		N		
257 461-59026-451-000000		Amazon.Com*rj4ue09i2	45.63	.00
2063		N		
Totals for account: 461-59026-451-000000			380.63	*
Totals for fund: 461			1,167.59	**
585 465-10001-000-000000	CASH AND INVESTMENTS		.00	4,241.76
528 465-55057-410-000000	SWIM TEAM	Amazon Ret* 112-276902	26.20	.00
2063		N		
543 465-55057-410-000000		Dollar Tree	4.39	.00
2063		N		
Totals for account: 465-55057-410-000000			30.59	*
440 465-55066-410-000000	CHILD CARE PROGRAM	Amazon Mktp1	37.98	.00
2063		N		
80 465-53000-420-000000	GENERAL SUPPLIES	Amazon Mktp1	85.93	.00
2063		N		
164 465-53000-420-000000		Dri*signs	61.51	.00
2063		N		
225 465-53000-420-000000		Amazon.Com*rv3eu0o60	26.89	.00
2063		N		
Totals for account: 465-53000-420-000000			174.33	*
511 465-53003-420-000000	RECREATION SUPPLIES	The Lifeguard Store, Inc	219.83	.00
2063		N		
24 465-53008-420-000000	MAINTENANCE MATERIALS	Amazon Mktp1	57.96	.00
2063		N		
34 465-53008-420-000000		Sherwin Williams 707215	45.13	.00
2063		N		
50 465-53008-420-000000		Amazon Mktp1	4.89	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No	Amount	
Check Vendor Vendor Name	PO Number	PO Item PO Po PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
53 465-53008-420-000000	MAINTENANCE MATERIALS	Amazon Mktp1	4.89	.00
2063		N		
54 465-53008-420-000000		Stagespot Llc	300.00	.00
2063		N		
116 465-53008-420-000000		Lowes #01565	49.96	.00
2063		N		
174 465-53008-420-000000		Bulbconnect	383.52	.00
2063		N		
186 465-53008-420-000000		Sutherlands 1214	25.99	.00
2063		N		
376 465-53008-420-000000		Lowes #01565	775.75	.00
2063		N		
465 465-53008-420-000000		Amzn Mktp Us	359.52	.00
2063		N		
Totals for account: 465-53008-420-000000			2,007.61	*
565 465-53038-420-000000	RSVP GRANT	Lowes #01565	21.87	.00
2063		N		
229 465-55044-420-000000	MISCELLANEOUS FEES	Dropbox Sign Monthly	20.00	.00
2063		N		
474 465-55044-420-000000		Pandora For Business B	28.95	.00
2063		N		
530 465-55044-420-000000		Dropbox Sign Monthly	20.00	.00
2063		N		
Totals for account: 465-55044-420-000000			68.95	*
47 465-57001-420-000000	VEHICLE FUEL	Qt 151	43.73	.00
2063		N		
288 465-57001-420-000000		Qt 151	44.28	.00
2063		N		
466 465-57001-420-000000		Qt 151	45.46	.00
2063		N		
Totals for account: 465-57001-420-000000			133.47	*
348 465-57018-420-000000	MISC EQUIPMENT MAINT	Amazon Mktp1	9.57	.00
2063		N		
192 465-59004-420-000000	MEETING EXPENSE	J & S Pizza	113.95	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item PO Item Encumbrance Employee Asset id	
Number Number			Number Number	
		PO Item	Split	
		Number	Seq Number	
223 465-59004-420-000000	MEETING EXPENSE	Hy-Vee Gladstone 1219	14.75	.00
2063		N		
320 465-59004-420-000000		Price Chopper #288	30.15	.00
2063		N		
328 465-59004-420-000000		Papa Johns #2044	150.89	.00
2063		N		
Totals for account: 465-59004-420-000000			309.74	*
275 465-59014-420-000000	CLOTHING EXPENSES	Shoe Carnival #0334	139.97	.00
2063		N		
433 465-60000-420-000000	MINOR EQUIPMENT	Combat Brands/Ringside/F	1,087.85	.00
2063		N		
Totals for fund: 465			4,241.76	**
591 590-10001-000-000000	CASH AND INVESTMENTS		.00	11,924.83
188 590-53000-131-000000	GENERAL SUPPLIES	Amazon Mktp1	13.05	.00
2063		N		
456 590-53000-131-000000		Amazon Mktp1	5.68	.00
2063		N		
467 590-53000-131-000000		Amazon.Com*ry1cg9kr0	5.46	.00
2063		N		
501 590-53000-131-000000		Amzn Mktp Us	91.58	.00
2063		N		
Totals for account: 590-53000-131-000000			115.77	*
305 590-53000-801-000000	GENERAL SUPPLIES	Foley Equipment	25.45	.00
2063		N		
309 590-53000-801-000000		Amazon Marketplac* N/A	196.90	.00
2063		N		
405 590-53000-801-000000		Foley Equipment	35.60	.00
2063		N		
Totals for account: 590-53000-801-000000			257.95	*
512 590-54001-801-000000	REGISTRATION FEES	Mo Dept Of Nat Resorc	61.45	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Invoice Number	No	Amount	
Check Vendor Vendor Name	PO Number	PO Item PO Split PO Item Encumbrance Employee Asset id	Liquid Amt	Number
Number Number		Number Seq Number		
120 590-54004-801-000000	TRAINING COSTS	Eb 2024 St.Joseph Sho	45.00	.00
2063		N		
25 590-57004-801-000000	MAINS & LINES MAINTENANCE	Lowes #01565	54.16	.00
2063		N		
26 590-57004-801-000000		Lowes #01565	797.18	.00
2063		N		
75 590-57004-801-000000		Reeves-Wiedeman - Libert	42.99	.00
2063		N		
175 590-57004-801-000000		Lowes #01565	79.51	.00
2063		N		
180 590-57004-801-000000		Bchardscapes Supply	195.70	.00
2063		N		
213 590-57004-801-000000		McGuire Lock & Safe Llc	289.98	.00
2063		N		
279 590-57004-801-000000		Harbor Freight Tools 388	147.19	.00
2063		N		
303 590-57004-801-000000		Feldmans Farm And Home	309.92	.00
2063		N		
370 590-57004-801-000000		Feldmans Farm And Home	19.99	.00
2063		N		
381 590-57004-801-000000		Lowes #01565	68.92	.00
2063		N		
396 590-57004-801-000000		Feldmans Farm And Home	84.49	.00
2063		N		
398 590-57004-801-000000		Feldmans Farm And Home	159.99	.00
2063		N		
414 590-57004-801-000000		Feldmans Farm And Home	31.98	.00
2063		N		
480 590-57004-801-000000		Feldmans Farm And Home	32.94	.00
2063		N		
490 590-57004-801-000000		The Home Depot 3019	143.92	.00
2063		N		
Totals for account: 590-57004-801-000000			2,458.86	*
134 590-57009-801-000000	VEHICLE MAINTENANCE	Oreilly 142	163.52	.00
2063		N		
181 590-57009-801-000000		Bb Of Kansas City #78	92.80	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item	PO Item
Number Number			Number	Split
			Seq	Number
417 590-57009-801-000000	VEHICLE MAINTENANCE	Oreilly 142	40.78	.00
2063		N		
471 590-57009-801-000000		Oreilly 142	96.64	.00
2063		N		
Totals for account: 590-57009-801-000000			393.74	*
219 590-57018-801-000000	MISC EQUIPMENT MAINT	Oreilly 142	137.97	.00
2063		N		
385 590-57018-801-000000		Amazon Marketplac* N/A	15.58	.00
2063		N		
518 590-57018-801-000000		Reeves-Wiedeman - Libert	24.53	.00
2063		N		
Totals for account: 590-57018-801-000000			178.08	*
10 590-59014-801-000000	CLOTHING EXPENSES	Feldmans Farm And Home	127.50	.00
2063		N		
128 590-59014-801-000000		Samsclub #6247	33.96	.00
2063		N		
148 590-59014-801-000000		Carhartt Retail Llc	42.48	.00
2063		N		
427 590-59014-801-000000		Wal-Mart #0195	34.47	.00
2063		N		
430 590-59014-801-000000		Academy Sports #258	109.95	.00
2063		N		
461 590-59014-801-000000		Wm Supercenter #195	34.47	.00
2063		N		
Totals for account: 590-59014-801-000000			382.83	*
7 590-59015-801-000000	PROTECTIVE CLOTHING	Feldmans Farm And Home	116.25	.00
2063		N		
158 590-59015-801-000000		Happy Times	90.00	.00
2063		N		
Totals for account: 590-59015-801-000000			206.25	*
126 590-59026-801-000000	MISCELLANEOUS EXPENSES	Samsclub #6247	28.11	.00
2063		N		
240 590-59026-801-000000		Feldmans Farm And Home	19.97	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item PO Item Encumbrance Employee Asset id	
Number Number			Number	
		PO Item	Liquid Amt	
		Number Split Compl		
		Seq Number		
268 590-59026-801-000000	MISCELLANEOUS EXPENSES	Sams Club #6247	78.39	.00
2063		N		
379 590-59026-801-000000		Samsclub #6247	21.93	.00
2063		N		
442 590-59026-801-000000		Batteries Plus #243	33.13	.00
2063		N		
522 590-59026-801-000000		Sams Club #6247	98.25	.00
2063		N		
Totals for account: 590-59026-801-000000			279.78	*
399 590-60000-801-000000	MINOR EQUIPMENT	White Cap #125	379.98	.00
2063		N		
410 590-60000-801-000000		Feldmans Farm And Home	35.00	.00
2063		N		
Totals for account: 590-60000-801-000000			414.98	*
182 590-60015-801-000000	MINOR TOOLS	Lowes #01565	15.48	.00
2063		N		
415 590-60015-801-000000		Car Parts Distributing I	26.80	.00
2063		N		
Totals for account: 590-60015-801-000000			42.28	*
211 590-53000-802-000000	GENERAL SUPPLIES	Best Buy 00007682	10.95	.00
2063		N		
255 590-53000-802-000000		Office Depot #2167	57.08	.00
2063		N		
482 590-53000-802-000000		All Nations Flag Company	133.00	.00
2063		N		
Totals for account: 590-53000-802-000000			201.03	*
251 590-53008-802-000000	MAINTENANCE MATERIALS	Reeves-Wiedeman - Libert	11.38	.00
2063		N		
273 590-53008-802-000000		Reeves-Wiedeman - Libert	47.58	.00
2063		N		
363 590-53008-802-000000		Lowes #01565	155.14	.00
2063		N		
443 590-53008-802-000000		Lowes #01565	55.12	.00
2063		N		

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Line	Invoice Number	PO Number	PO Item No	PO Item Description	PO Item Split Seq Number	Encumbrance Liquid Amt	Employee Asset id	Number		
515	590-53008-802-000000	MAINTENANCE MATERIALS		Grainger					48.08	.00
2063						N				
547	590-53008-802-000000			Oreilly 142					22.98	.00
2063						N				
Totals for account: 590-53008-802-000000									340.28	*
93	590-53010-802-000000	LAB SUPPLIES		Usabluebook					324.27	.00
2063						N				
228	590-53010-802-000000			Usabluebook					1,236.31	.00
2063						N				
498	590-53010-802-000000			Usabluebook					1,665.48	.00
2063						N				
Totals for account: 590-53010-802-000000									3,226.06	*
52	590-57005-802-000000	WATER PLANT MAINTENANCE		(Pc) 3588 Rensenhouse					2,192.25	.00
2063						N				
170	590-57005-802-000000			Grainger					103.67	.00
2063						N				
242	590-57005-802-000000			Grainger					103.67	.00
2063						N				
295	590-57005-802-000000			Stanion Wholesale Electr					75.88	.00
2063						N				
374	590-57005-802-000000			Lowes #00907					51.41	.00
2063						N				
402	590-57005-802-000000			Grainger					13.16	.00
2063						N				
409	590-57005-802-000000			Wal-Mart #0234					42.12	.00
2063						N				
425	590-57005-802-000000			Amzn Mktp Us					160.88	.00
2063						N				
Totals for account: 590-57005-802-000000									2,743.04	*
364	590-57006-802-000000	WELLFIELD MAINTENANCE		Sutherlands 1214					71.98	.00
2063						N				
406	590-57006-802-000000			Advance Auto Parts #6969					35.60	.00
2063						N				
Totals for account: 590-57006-802-000000									107.58	*

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item	PO Item
Number Number			Number	Split
			Seq	Number
195 590-57018-802-000000	MISC EQUIPMENT MAINT	Amzn Mktp Us	10.99	.00
2063		N		
82 590-59014-802-000000	CLOTHING EXPENSES	Happy Times	87.50	.00
2063		N		
277 590-59015-802-000000	PROTECTIVE CLOTHING	Feldmans Farm And Home	24.99	.00
2063		N		
520 590-59020-802-000000	SAFETY EQUIPMENT	Uline	124.99	.00
2063		N		
499 590-60015-802-000000	MINOR TOOLS	Car Parts Distributing I	221.40	.00
2063		N		
Totals for fund: 590			11,924.83	11,924.83 **
593 591-10001-000-000000	CASH AND INVESTMENTS		.00	18,416.36
189 591-53000-131-000000	GENERAL SUPPLIES	Amazon Mktp1	13.05	.00
2063		N		
457 591-53000-131-000000		Amazon Mktp1	5.68	.00
2063		N		
468 591-53000-131-000000		Amazon.Com*ry1cg9kr0	5.46	.00
2063		N		
502 591-53000-131-000000		Amzn Mktp Us	91.58	.00
2063		N		
Totals for account: 591-53000-131-000000			115.77	*
118 591-53000-901-000000	GENERAL SUPPLIES	Amazon Mktp1	24.89	.00
2063		N		
137 591-53000-901-000000		Amazon.Com*rv8em5r20	33.06	.00
2063		N		
306 591-53000-901-000000		Foley Equipment	25.45	.00
2063		N		
Totals for account: 591-53000-901-000000			83.40	*
119 591-54004-901-000000	TRAINING COSTS	Eb 2024 St.Joseph Sho	45.00	.00
2063		N		
124 591-57004-901-000000	MAINS & LINES MAINTENANCE	Reeves-Wiedeman - Libert	8.30	.00
2063		N		

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item PO Item Encumbrance Employee Asset id	
Number Number			Number Number	
			Liquid Amt	
		Seq Number		
183 591-57004-901-000000	MAINS & LINES MAINTENANCE	Hanna Rubber Co.	198.00	.00
2063		N		
212 591-57004-901-000000		McGuire Lock & Safe Llc	289.98	.00
2063		N		
265 591-57004-901-000000		Reeves-Wiedeman - Libert	34.35	.00
2063		N		
278 591-57004-901-000000		Harbor Freight Tools 388	147.20	.00
2063		N		
317 591-57004-901-000000		Feldmans Farm And Home	24.97	.00
2063		N		
397 591-57004-901-000000		Feldmans Farm And Home	84.49	.00
2063		N		
489 591-57004-901-000000		The Home Depot 3019	143.93	.00
2063		N		
Totals for account: 591-57004-901-000000			931.22	*
132 591-57018-901-000000	MISC EQUIPMENT MAINT	Napa Store 4140018	55.36	.00
2063		N		
519 591-57018-901-000000		Reeves-Wiedeman - Libert	24.52	.00
2063		N		
Totals for account: 591-57018-901-000000			79.88	*
127 591-59014-901-000000	CLOTHING EXPENSES	Samsclub #6247	33.96	.00
2063		N		
315 591-59014-901-000000		Feldmans Farm And Home	40.88	.00
2063		N		
346 591-59014-901-000000		Feldmans Farm And Home	42.50	.00
2063		N		
377 591-59014-901-000000		Feldmans Farm And Home	54.98	.00
2063		N		
426 591-59014-901-000000		Wal-Mart #0195	34.47	.00
2063		N		
460 591-59014-901-000000		Wm Supercenter #195	34.47	.00
2063		N		
Totals for account: 591-59014-901-000000			241.26	*
86 591-59015-901-000000	PROTECTIVE CLOTHING	Ls Rogers Sporting Go	199.99	.00
2063		N		

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

Journal Entry Post

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

JE Account Number	Description	Item Description	Debit Amount	Credit Amount	
Line	Invoice Number	PO Number	PO Item	PO Item	
Check Number	Vendor Number	Vendor Name	Seq Number	Split	
Number	Number		Number	Seq Number	
157	591-59015-901-000000	PROTECTIVE CLOTHING	Happy Times	90.00	.00
2063			N		
371	591-59015-901-000000	Feldmans Farm And Home		128.75	.00
2063			N		
Totals for account: 591-59015-901-000000			418.74		*
125	591-59026-901-000000	MISCELLANEOUS EXPENSES	Samsclub #6247	28.11	.00
2063			N		
239	591-59026-901-000000	Feldmans Farm And Home		19.98	.00
2063			N		
267	591-59026-901-000000	Sams Club #6247		78.39	.00
2063			N		
378	591-59026-901-000000	Samsclub #6247		21.93	.00
2063			N		
441	591-59026-901-000000	Batteries Plus #243		33.14	.00
2063			N		
521	591-59026-901-000000	Sams Club #6247		98.26	.00
2063			N		
Totals for account: 591-59026-901-000000			279.81		*
411	591-60000-901-000000	MINOR EQUIPMENT	Feldmans Farm And Home	34.99	.00
2063			N		
140	591-53000-902-000000	GENERAL SUPPLIES	Usabluebook	128.80	.00
2063			N		
233	591-53000-902-000000	Office Depot #2167		41.49	.00
2063			N		
318	591-53000-902-000000	Amazon Mktp1		80.16	.00
2063			N		
332	591-53000-902-000000	The Ups Store 2836		33.98	.00
2063			N		
334	591-53000-902-000000	Reeves-Wiedeman - Libert		174.01	.00
2063			N		
452	591-53000-902-000000	Amazon.Com*ry0qw2vg1		28.49	.00
2063			N		
505	591-53000-902-000000	Uline		391.35	.00
2063			N		
548	591-53000-902-000000	Amazon.Com*ry2dg1gz0		59.95	.00
2063			N		

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

Journal Entry Post

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number	PO Number	PO Item PO Item Encumbrance Employee Asset id	
Number Number			Number	
		Number	Split Compl Liquid Amt	
			Seq Number	
Totals for account: 591-53000-902-000000			938.23	*
12 591-53008-902-000000	MAINTENANCE MATERIALS	Teledyne Instruments Inc	2,677.00	.00
2063		N		
100 591-53008-902-000000		Weldon Williams & Lick/N	404.62	.00
2063		N		
110 591-53008-902-000000		Usabluebook	631.70	.00
2063		N		
234 591-53008-902-000000		Reeves-Wiedeman - Libert	73.80	.00
2063		N		
354 591-53008-902-000000		Lowes #01565	76.36	.00
2063		N		
563 591-53008-902-000000		Stanion Wholesale Electr	45.16	.00
2063		N		
Totals for account: 591-53008-902-000000			3,908.64	*
68 591-53010-902-000000	LAB SUPPLIES	Uline	393.34	.00
2063		N		
69 591-53010-902-000000		Usabluebook	269.10	.00
2063		N		
185 591-53010-902-000000		Usabluebook	380.80	.00
2063		N		
300 591-53010-902-000000		Usabluebook	141.40	.00
2063		N		
423 591-53010-902-000000		Usabluebook	161.36	.00
2063		N		
509 591-53010-902-000000		Usabluebook	419.96	.00
2063		N		
Totals for account: 591-53010-902-000000			1,765.96	*
445 591-54004-902-000000	TRAINING COSTS	Wef Main	110.00	.00
2063		N		
527 591-54004-902-000000		Hotelcom72873264971092	257.61	.00
2063		N		
533 591-54004-902-000000		Eb 2024 Wastewater Pr	31.22	.00
2063		N		
539 591-54004-902-000000		Hotelcom72873264971092	160.56	.00
2063		N		

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

Journal Entry Post

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line		No		
Check Vendor Vendor Name	Invoice Number PO Number	PO Item Po PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
540 591-54004-902-000000	TRAINING COSTS	Eb 2024 Wastewater Pr	31.22	.00
2063		N		
Totals for account: 591-54004-902-000000			590.61	*
31 591-57003-902-000000	LIFT STATION MAINTENANCE	Feldmans Farm And Home	97.98	.00
2063		N		
45 591-57003-902-000000		Lowes #01565	11.32	.00
2063		N		
67 591-57003-902-000000		Feldmans Farm And Home	331.96	.00
2063		N		
Totals for account: 591-57003-902-000000			441.26	*
235 591-57005-902-000000	WATER PLANT MAINTENANCE	Sq *kansas City Industri	607.50	.00
2063		N		
413 591-57009-902-000000	VEHICLE MAINTENANCE	Mo Dmv	15.04	.00
2063		N		
123 591-57019-902-000000	BUILDING MAINTENANCE	Amazon Mktp1	46.57	.00
2063		N		
163 591-57019-902-000000		Uline	176.96	.00
2063		N		
226 591-57019-902-000000		Feldmans Farm And Home	57.15	.00
2063		N		
237 591-57019-902-000000		Feldmans Farm And Home	4.47	.00
2063		N		
244 591-57019-902-000000		Feldmans Farm And Home	58.67	.00
2063		N		
292 591-57019-902-000000		Lowes #01565	60.14	.00
2063		N		
299 591-57019-902-000000		Lowes #01565	252.04	.00
2063		N		
361 591-57019-902-000000		Menards 3335	270.10	.00
2063		N		
535 591-57019-902-000000		Amazon Mktp1	39.78	.00
2063		N		
536 591-57019-902-000000		Feldmans Farm And Home	199.98	.00
2063		N		
Totals for account: 591-57019-902-000000			1,165.86	*

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

Journal Entry Post

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

JE Account Number	Description	Item Description	Debit Amount	Credit Amount	
Line		No			
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	
Number	Number		PO Item Number	Po Split Seq Number	
			PO Item Compl	Encumbrance Liquid Amt	
				Employee Number	
				Asset id	
2	591-59014-902-000000	CLOTHING EXPENSES	Feldmans Farm And Home	108.24	.00
2063			N		
66	591-59014-902-000000	Feldmans Farm And Home	80.72	.00	
2063			N		
337	591-59014-902-000000	Duluth Trading Indepen	161.41	.00	
2063			N		
344	591-59014-902-000000	Duluth Trading Indepen	122.35	.00	
2063			N		
359	591-59014-902-000000	Duluth Trading Indepen	131.65	.00	
2063			N		
566	591-59014-902-000000	Amazon Mktp1	65.48	.00	
2063			N		
Totals for account: 591-59014-902-000000			669.85		*
330	591-59015-902-000000	PROTECTIVE CLOTHING	Amazon Mktp1	109.95	.00
2063			N		
523	591-60000-902-000000	MINOR EQUIPMENT	Ls Truck Trailer & Hit	2,334.63	.00
2063			N		
557	591-60000-902-000000	Uline	2,841.55	.00	
2063			N		
Totals for account: 591-60000-902-000000			5,176.18		*
22	591-60015-902-000000	MINOR TOOLS	Lowes #01565	197.82	.00
2063			N		
104	591-60015-902-000000	The Home Depot	3019	399.00	.00
2063			N		
252	591-60015-902-000000	Car Parts Distributing I	129.00	.00	
2063			N		
360	591-60015-902-000000	Amazon Ret*	112-383609	71.39	.00
2063			N		
Totals for account: 591-60015-902-000000			797.21		*
Totals for fund: 591			18,416.36	18,416.36	**
595	592-10001-000-000000	CASH AND INVESTMENTS	.00	369.06	

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

Journal Entry Post

Fiscal Year: 2024 Journal entry number: 2019 Journal entry date: 08/30/2024 August 2024 UMB Visa

JE Account Number	Description	Item Description	Debit	Credit
Line		No	Amount	Amount
Check Vendor Vendor Name	Invoice Number PO Number	PO Item Po PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
139 592-70020-801-000000	CONSTRUCTION CONTRACT	Lowes #01565	24.00	.00
2063		N		
422 592-70020-801-000000		Amazon Mktp1	193.98	.00
2063		N		
435 592-70020-801-000000		Car Parts Distributing I	6.03	.00
2063		N		
444 592-70020-801-000000		Feldmans Farm And Home	131.47	.00
2063		N		
562 592-70020-801-000000		Oreilly 142	13.58	.00
2063		N		
Totals for account: 592-70020-801-000000			369.06	*
Totals for fund: 592			369.06	369.06 **
596 999-10001-000-000000	CASH AND INVESTMENTS		.00	112,165.69
570 999-39100-000-000000	EQ IN POOLED CASH - FUND 100		63,365.97	.00
586 999-39244-000-000000	EQ IN POOLED CASH - FUND 244		.00	22.08
588 999-39247-000-000000	EQ IN POOLED CASH - FUND 247		780.33	.00
572 999-39351-000-000000	EQ IN POOLED CASH - FUND 351		795.76	.00
574 999-39352-000-000000	EQ IN POOLED CASH - FUND 352		77.98	.00
576 999-39354-000-000000	EQ IN POOLED CASH - FUND 354		16.36	.00
578 999-39356-000-000000	EQ IN POOLED CASH - FUND 356		2,893.02	.00
580 999-39460-000-000000	EQ IN POOLED CASH - FUND 460		8,138.75	.00
582 999-39461-000-000000	EQ IN POOLED CASH - FUND 461		1,167.59	.00
584 999-39465-000-000000	EQ IN POOLED CASH - FUND 465		4,241.76	.00
590 999-39590-000-000000	EQ IN POOLED CASH - FUND 590		11,924.83	.00
592 999-39591-000-000000	EQ IN POOLED CASH - FUND 591		18,416.36	.00
594 999-39592-000-000000	EQ IN POOLED CASH - FUND 592		369.06	.00
Totals for fund: 999			112,187.77	112,187.77 **
Totals for journal entry number: 2019			227,162.40	227,162.40 ***
Fiscal Year: 2024	Journal entry number: 2019	Journal entry date: 08/30/2024 August 2024 UMB Visa		





CITY COUNCIL ACTION REPORT

Meeting Date: September 23, 2024

A/R No.: 2024-205

Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject: Ordinance Establishing the 2024 Ad Valorem Tax Levies for City Operations for the 2025 Budget Year (2nd Reading)

Summary:

- *Updated to reflect final 2024 Assessments*
- State law requires Special Charter taxing jurisdictions to take certain actions to establish their applicable property tax levies by October 1st. Failure to do so can expose the taxing jurisdictions to not having a levy. The levy rate must be filed with Clay County by October 1, 2024.
- Coordination is made with the State Auditor's Office to ensure local calculations are consistent with State law.
- The City has complied with all state law noticing/posting requirements and coordinated with the Auditor's office.
- The posted Public Hearing notice was based on preliminary assessments and the maximum allowable 2024 levy rate.
- Staff analyzed levy options that focus on the revenue and residential real estate tax impacts on existing preliminary property assessed values and have made those calculations which will be the basis of the 2024 Levy Public Hearing to be held on September 9, 2024.
- The City Council has options for establishing the 2024 levy at the maximum allowed or lower rates.
- A discussion with the Budget Committee on the 2024 Levy was held on August 7, 2024.
- The staff presented a couple of different options to the Budget Committee.
- In a 2 to 1 vote of the Budget Committee, it was in favor of setting the 2024 Levy at the Hancock Maximum. This rate is \$0.8751 based on final assessments.
- The Hancock Maximum for 2023 establishes a levy rate of \$0.8751 and would generate \$182,158 in additional revenue split between the General Fund and the Parks Fund.
- The 1 vote from the budget committee was in favor of the Revenue Neutral option, which would have established a levy rate of \$0.8526 and would generate the same revenue as 2023.
- The final assessments are \$20.8M or 2.6% higher when compared to the 2023 final assessed values.
- Final assessed valuations were received on September 10, 2024.
- The 2024 recommended levy rate is the same rate as the 2023 levy rate and remains the lowest levy rate since 1989.

Background:

The City of Liberty property tax is a vital component of the City's budget that helps to support police, fire /emergency medical services, street maintenance, building and project inspections, planning, senior citizen programs, park maintenance, recreation programs and more. Of the City's property tax levy, 85% supports general operations and 15% supports Parks & Rec. When compared to sales taxes, property taxes typically provide a more consistent and stable funding source for budget planning, especially for ongoing operational costs.

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

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

Levy Calculations

The County has provided the City with preliminary June 2024 assessments for all categories of property exclusive of the State-assessed railroad and utilities. State assessed railroad and utility values are obtained from the State of Missouri. The Public Hearing notice was published using a preliminary assessment and is as follows:

Impact of City Operating and Parks Funds and Illustration of Impact on Bills: *Updated with Final Assessments*

Based on the average individual real estate property assessment value of \$299,102 for 2024. Individual property assessments will vary from average, some higher and some lower.

Residential Impact - Hancock Maximum	Current 2024 Levy	Proposed Levy	Annual Difference
	0.8751	0.8751	
Home Value	300,000	299,102	
19% Assessment Factor	57,000	56,829	
Taxes	498.81	497.31	(1.49)

Residential Impact - Revenue Neutral	Current 2024 Levy	Proposed Levy	Annual Difference
	0.8751	0.8526	
Home Value	300,000	299,102	
19% Assessment Factor	57,000	56,829	
Taxes	498.81	484.53	(14.28)

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X Budget Committee	Completed/Recommended: 08/07/2024
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. 2024 Annual Levy Ordinance

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE 2024 AD VALOREM TAX LEVIES FOR CITY
OPERATIONS FOR THE 2025 BUDGET YEAR

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

SECTION I

For the purpose of providing funds to meet operating needs for the 2025 budget year, in
addition to revenue received from other sources, it is hereby determined that the 2024 tax levies
required for the General Fund and the Parks & Recreation Fund are as follows:

<u>Fund</u>	<u>Levy Per \$100 of Value</u>
General Fund	\$0.7408
Parks & Recreation Fund	<u>0.1343</u>
TOTAL	\$0.8751

SECTION II

The City Administrator for the City of Liberty, Clay County, Missouri is hereby authorized
to provide these levy rates to Clay County, Missouri so to allow for billing and tax statements
issuance on the combined Clay County tax bill.

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 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: September 23, 2024

A/R No.: 2024-201

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance Approving an Agreement for the City of Liberty Project 24-009, Liberty City Park Sidewalk Network Project with Transystems Corporation in an amount not to exceed \$408,818.00

Summary:

- Ordinance approving a contract with TranSystems Corporation for Liberty City Park Sidewalk Network Project
 - The project is composed of two distinct sub-projects, with distinct design requirements, which will result in two separate plan sets. For funding, scoping and stakeholder reasons, each sub-project has been broken into two distinct phases.
 - This Action item awards the project in its entirety to TranSystems. However, it only seeks authorization to fund the first phase of both sub-projects.

Background:

City Park is a high-volume, high-visibility recreational center along the M-291 corridor. City Park currently has zero connections to sidewalk/pedestrian facilities, thereby requiring all users to either arrive by vehicle or walk along unimproved roadways.

In April 2024, City staff developed a project Scope of Work for the design of sidewalk connectivity emanating from City Park. The scope of work was divided into two distinct sub-projects, to be completed under one contract, as follows:

- Project I considers a sidewalk going north along Moss Avenue to Liberty Drive and north along South Terrace Avenue to Rebecca Street. This project is planned to be done without any federal funding assistance and is therefore controlled by City design standards.
- Project II considers a sidewalk going south and then east along M-291 to W. Murray Road and S. Skyline Drive. This project will be submitted for State and Federal funding assistance and is therefore controlled by State and Federal design standards.

These projects will provide City of Liberty residents with dedicated, safe, ADA-compliant pedestrian routes of travel to and from City Park. To facilitate the survey and design for the project, a Request for Design Consultant Qualifications was publicly advertised between May 6, 2024 and June 3, 2024. A total of ten qualification submissions were received from the following firms:

- Alfred Benesch & Co. (Benesch)
- Cook, Flatt and Strobel, Inc. (CFS)
- Crawford, Murphy & Tilly, Inc. (CMT)
- Great River Engineering, Inc. (GRE)
- JEO Consulting Group (JEO)
- McClure Engineering Co. (McClure)
- OWN, Inc. (OWN)
- TranSystems Corporation
- Veenstra & Kimm, Inc.
- Walter P Moore. Inc.

City staff reviewed and assessed the responsive RFQ submissions with TranSystems being selected for the project. During contract negotiations, it was decided to break each sub-project into two phases. Tasks associated with each phase are as follows:

Phase I:

- Surveys and Utilities
- Conceptual Plans and Site Visit
- Environmental Tasks
- Public Outreach Activities
- Coordination with BNSF
- Preparation of Right-of-Way Engineering and Plans
- Meetings
- Project Management

Phase II:

- Legal Descriptions and Tract Maps
- Right-of-Way Acquisitions
- Final Design and Bid Documents
- Plans Specifications and Estimates Deliverable
- Support through obligation
- Construction Services
- Construction Engineering Review

Phasing is required to split funding for the project into two separate fiscal cycles to determine whether State and/or Federal funding will be obtained and ensure stakeholder support for Phase II prior to authorizing work on it.

It should be noted that while this contract awards Phase I and Phase II of Project I and II to TranSystems, it only obligates funding and authorizes work for Phase I of Project I and II. Phase II of Project I and II will require separate authorization from the City Council to obligate funding and authorize work. Phase I of Project I and II is not to exceed \$408,818.00.

City staff recommend the following actions:

- Approving an ordinance that would authorize a contract with TranSystems Corporation for the selection of the full project scope of work (Project I and II Phase I and II) with authorization to fund Project I and II Phase I of City Project 24-009, City of Liberty Transportation, for an amount not to exceed \$408,818.00.

Previous Action (if applicable):

- CSTOC recommendation at the 06/07/2024 meeting.

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: 06/07/2024
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X Budget Committee	Completed/Recommended: 5/22/2024
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item:352-57033-605-000000	Amount: \$408,818.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. 2024-201 Approve Contract with TranSystems for City Park Sidewalk ORD
2. Contract City Park Sidewalk_24-009 (signed by TranSystems)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT FOR THE CITY OF LIBERTY PROJECT
24-009, LIBERTY CITY PARK SIDEWALK NETWORK PROJECT, WITH
TRANSYSTEMS CORPORATION IN AN AMOUNT NOT TO EXCEED \$408,818.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract for the City of Liberty Project 24-009, City of Liberty City Park Sidewalk Network Project, by and between the City of Liberty and TranSystems Corporation. Phase I is hereby authorized in an amount not to exceed FOUR HUNDRED EIGHT THOUSAND EIGHT HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$408,818.00). Funding for Phase II shall be authorized under a separate, future, Ordinance. A copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

SPONSOR: City of Liberty, Missouri
LOCATION: Liberty, Clay County, Missouri
PROJECT: City Park Sidewalk Network Project (24-009)

THIS CONTRACT is between *the City of Liberty, Missouri*, (a Local Public Agency) hereinafter referred to as the "Owner", and *TranSystems Corporation located at 2400 Pershing Road, Suite 400 Kansas City, MO 64108*, hereinafter referred to as the "Engineer".

INASMUCH as the Owner has and will be applying for funding through various Grant Programs which, if awarded, would be coordinated through the Missouri Department of Transportation, the Owner intends to *install sidewalk network connectivity to and from City Park* and requires professional engineering services. The Engineer will provide the Owner with professional services hereinafter detailed for the planning and design of the desired improvements and the Owner will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A – SCOPE OF SERVICES

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: There has been no DBE goal established for this Agreement.
- B. DBE Participation Obtained by Engineer: While there is no DBE goal for this Agreement the Engineer has obtained DBE participation in the amount of 42% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer has elected to use, and the type and dollar value of the services each DBE will perform, is as follows:

	DBE Firm Name, Street and Complete Mailing Address	Type of DBE Service	Total Value of the DBE Subcontract	Contract \$ amount to apply to total DBE Participation	Percentage of Subcontract dollar value applicable
Phase 1	Powell CWM 3200 S State Route 291, Bldg. 1 Independence, MO 64057	Utilities coordination, land surveying and preparation of legal descriptions and exhibits	\$172,278	\$408,818	42.1%

ARTICLE III-ADDITIONAL SERVICES

The Owner reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this

agreement shall be executed prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement. All supplements shall be subject to the submittal for approval of MoDOT prior to performing.

ARTICLE IV - RESPONSIBILITIES OF OWNER

The Owner will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Owner;
- B. provide the Engineer with the Owner's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Owner's employee to act as Owner's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Owner's policies and render decisions with respect to matters covered by this agreement (see MoDOT EPG 136.3);
- F. ~~perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right of way needed to construct this project.~~

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving formal notice to proceed from the Owner. The general phases of work within each project will be completed in accordance with the following schedule:

- A. Project I
 - a. Phase I – Conceptual Plans, Site Visit and Right of Way Plans shall be completed within the time frame specified within the Scope of Work.
 - b. Phase II – Final Plans and Estimates and PS&E approval shall be completed within the time frame specified within the Scope of Work.
- B. Project II
 - a. Phase I – Preliminary Plans and Right of Way Plans shall be completed within the time frame specified within the Scope of Work.
 - b. Phase II – Final Plans and Estimates and PS&E approval shall be completed within the time frame specified within the Scope of Work.

C. Construction Phase shall be completed 60 days after construction final completion schedule.

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

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Owner in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Owner needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Owner will compensate the Engineer as follows:

- A. The Project has been broken into (2) distinct projects each with (2) distinct Phases. The funding for each project and phase are to be obligated through internal City Council Actions as defined below:
 - a. Project I
 - i. For Project I Phase I design services, the Owner will pay the Engineer the actual costs incurred plus a predetermined fixed fee of 13%, with a ceiling established for said design services in the amount of \$231,401.00, which amount shall not be exceeded. Invoicing for payment of Project I Phase I tasks and services shall be provided separately from Project II Phase I invoicing.
 - ii. For Project I Phase II design services, including work through the construction contract award stage, the Owner will pay the Engineer the actual costs incurred plus a predetermined fixed fee of 13%, with a ceiling established for said design services in an amount to be negotiated and accepted through a separate, future, City Council Action, which amount shall not be exceeded. Invoicing for payment of Project I Phase II tasks and services shall be provided separately from Project II Phase II invoicing.
 - b. Project II
 - i. For Project II Phase I design services, the Owner will pay the Engineer the actual costs incurred plus a predetermined fixed fee of 13%, with a ceiling established for said design services in the amount of \$177,417.00, which amount shall not be exceeded. Invoicing for payment of Project II Phase I

tasks and services shall be provided separately from Project I Phase I invoicing.

- ii. For Project II Phase II design services, including work through the construction contract award stage, the Owner will pay the Engineer the actual costs incurred plus a predetermined fixed fee of 13%, with a ceiling established for said design services in an amount to be negotiated and accepted through a separate, future, City Council Action, which amount shall not be exceeded. Invoicing for payment of Project II Phase II tasks and services shall be provided separately from Project I Phase II invoicing.

e. —

~~B. For construction inspection services, the Owner will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ _____, with a ceiling established for said inspection services in the amount of \$ _____, which amount shall not be exceeded.~~

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

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

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
2. An amount calculated at 133.22% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
3. An amount calculated at 133.22% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Owner. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Owner will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Owner's receipt of the Engineer's invoice. The Owner will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

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

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

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

Sub-Consultant Name	Mailing Address	Services
Powell CWM	3200 S State Route 291, Bldg. 1, Independence, MO 64057	Utilities coordination, land surveying and preparation of legal descriptions and exhibits

Donoho Appraisals	P.O. Box 24365, Shawnee Mission, KS 66283	Property Appraisals, negotiations and acquisition
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ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT and the Owner that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

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

ARTICLE XII - OWNERSHIP OF DOCUMENTS

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

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Owner may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Owner, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Owner.
- B. Should the Agreement be suspended or terminated for the convenience of the Owner, the Owner will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Owner for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Owner 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Owner. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Owner that funds are no longer available to continue performance.
 - 2. The Owner's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Owner.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

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

ARTICLE XV - SUCCESSORS AND ASSIGNS

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

ARTICLE XVI - COMPLIANCE WITH LAWS

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

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Owner, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are anticipated to be used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$505,000 per person up to \$3,370,000 per occurrence;

2. Automobile Liability: \$505,000 per person up to \$3,370,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Owner with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

~~Attachment E - DBE Contract Provisions~~

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 13 day of September, 2024.

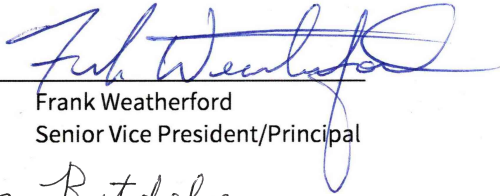
Executed by the City of Liberty, Missouri this _____ day of _____, 2024.

FOR: City of Liberty, Missouri

BY: _____
Mayor Greg Canuteson

ATTEST: _____
Deputy City Clerk

FOR: TranSystems Corporation, INC.

BY: 
Frank Weatherford
Senior Vice President/Principal

ATTEST: Jon Batchelor

ATTACHMENT A
Scope of Services

Scope of Services

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Scope of Services

General Information

The project will improve the existing sidewalk network around the City Park in Liberty through two separate plan sets for proposed 5-foot (4-foot minimum) wide sidewalks in two different areas. The work will include surveying, grading, utility coordination, storm sewer, concrete flatwork, asphalt pavement, traffic signal modifications, traffic control, pavement marking, and ADA design services. Project 1 shown in the green outline in **Figure 1** will be funded solely by the City of Liberty and will follow City of Liberty specifications and design criteria. Project 2 shown in the red and purple outlines in **Figure 1** is anticipated to have federal and/or state funds involved and will follow the MoDOT LPA manual and standards.

Subconsultants

Survey and Utility Coordination:
Powell CWM (WBE)
Appraisals and Acquisitions:
Donoho Appraisals

Phase 1 Tasks**Surveys and Utilities**

Surveys will be conducted in accordance with MoDOT's current survey standards for both Projects 1 and 2. They will include full topographical data including utilities and Right-of-Way data. The limits of the survey area are depicted in **Figure 1** with Project 1 having a green outline and Project 2 having red and purple outlines. In general, this will include a 150' wide survey area centered along Moss Avenue and S. Terrace Avenue and a 100' wide survey area centered along Olin Street for Project 1. The survey area for Project 2 will include 150' wide survey area centered along Moss Avenue, 50' wide survey area along the north side of Route 291, and a 150' wide survey area centered along Skyline Drive/Murray Road. An additional survey area bordered in purple in the southwest corner of the City park will also be captured for use in determining the alignment of the park connection to the Route 291 sidewalk.

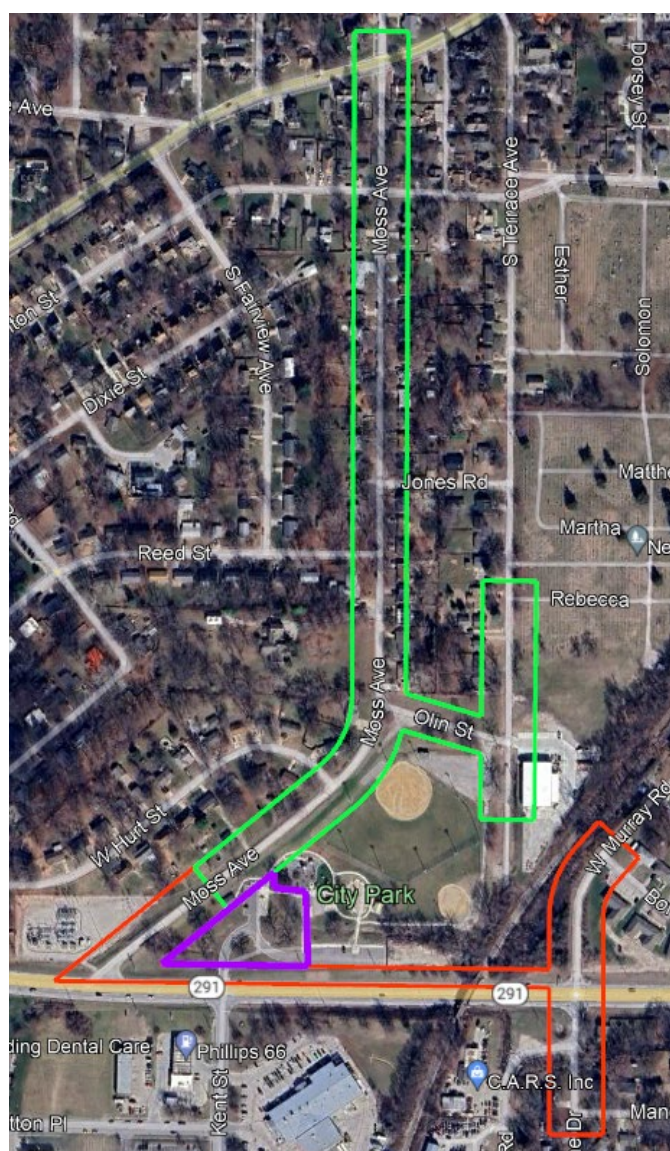


Figure 1: Survey Areas for Project 1 (Green) and Project 2 (Red and Purple)

Scope of Services

Existing Rights-of-way and Easements

Ownership, Easements and Encumbrances (OE&E) will be obtained for up to five (5) parcels in the Project 1 survey area to be determined during design. OE&E's will be obtained on Project 1 for parcels where permanent acquisition is needed. The boundary file will be created from GIS data (provided by the City), available plats and updated with any OE&E's obtained. No research will be done into easements or title reports unless a permanent Right-of-Way taking, or permanent easement is needed. If more than five (5) OE&E's are needed for this survey area, a supplement will be needed. On Project 2, OE&E's will be obtained for all adjacent properties which has been estimated at ten (10) properties as shown in **Figure 2** below.

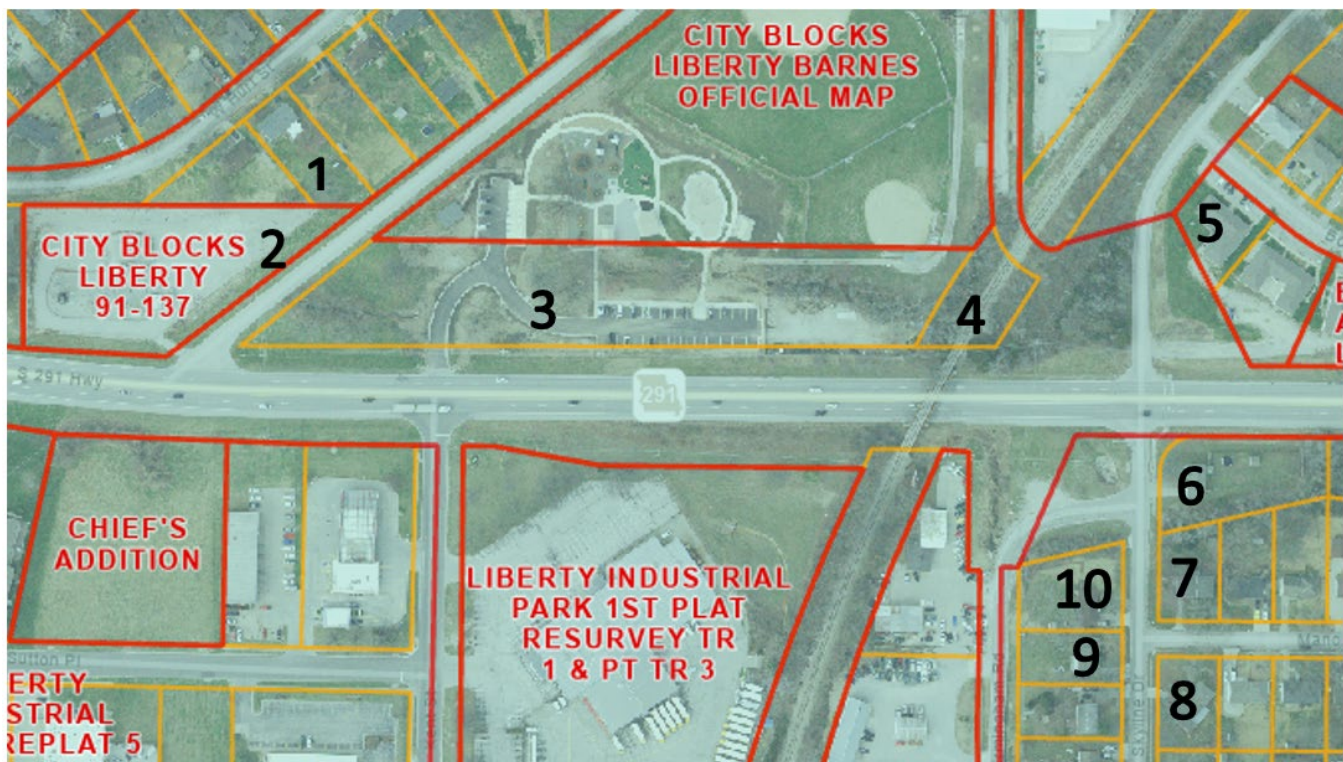


Figure 2: Project 2 Adjacent Properties requiring OE&E's

The last deed of record will be used to establish the existing rights-of-way and identify any existing easements that may be impacted by the project. All plats needed to establish the existing rights-of-way will be included with the OE&E documents.

All deeds and plats typically tie the property descriptions to existing section corners. This information will then be used in conjunction with the deeds and plats to establish rights-of-way and easements for the existing property map. It is estimated that there are ten (10) tracts adjacent to Project 2 for which OE&E's will be required.

Scope of Services

Locate Existing Utilities

Utilities will be located using Missouri's One Call System. Participating companies will mark the location of their facilities in the field, and survey crews will locate these for the base map. Survey crews will also look for signs or markers identifying other underground utilities. If these markers are found for a utility which does not participate in the One Call System, the company will be contacted directly using the information shown on the marker, and requested to mark their facilities for inclusion in the base map. A sub-consultant will be assisting with the location of existing utilities and Powell CWM will be our primary point of coordination with utilities.

Base Map

Upon completion of the previous tasks, two separate base maps will be created in MicroStation for the project. The first will contain the topographic information as well as utility information gathered to date. This file will serve as the background for all plan sheets.

The second MicroStation file will contain estimated property lines and Right-of-Way extents using GIS data and available plats for Project 1. It will also include all property lines, easements and rights-of-way that exist at the time of the survey for the ten (10) parcels adjacent to Project 2, as well as all section lines and corners used to establish this information. The file will establish all existing property features and serve as the basis for easement and Right-of-Way acquisition in future phases of the project. This data will be established using the information from GIS, available plats, OE&E's, Section Corners and Quarter Section Corners noted previously, and field data found during topographic surveys. No surveys are included in this scope of services to resolve disputes, conflicts, overlaps, or gaps between properties described by plat or deed. Resolution of these issues is beyond the scope of this project. It is further assumed that all deeds and subdivision plats will have ties to existing section corners or lines using at least one distance and direction. Vague descriptions using nonexistent monuments will be resolved with the best knowledge and practice available to the surveyor and be noted appropriately on the plans.

Control

Survey control will be established and supplemented using Horizontal and Vertical Control throughout the project limits on Missouri State Plane Coordinate System, NAD83 (latest adjustment) reduced to ground, West Zone. All control shall be scaled to ground distance based on a C.A.F. (Combined Adjustment Factor) established at or near the center of the project and shall be completed in U.S. survey feet. Reference tie and control sketches on all control points along project. Final data will have a C.A.F. (Combined Adjustment Factor) applied to bring the ground distance measurements in U.S. survey feet. Estimation of six (4) Control Points will be established for future project use. Establish and supplement Vertical Control throughout the project limits on NAVD 88 Datum with GEOID12B. Set a minimum of four (4) benchmarks along project limits with tied references to their locations.

Scope of Services

Create Surface TIN Model

In addition to the base map files, a Triangulated Irregular Network (TIN) model will be generated. This file will be an electronic 3D representation of the existing ground within the survey limits and will be used to develop all aspects of the existing ground shown on the plans. This will include, but not be limited to, existing ground profiles for roadways, existing ground lines on cross sections, construction limits and other similar plan features. TIN Models will be created to be compatible with GEOPAK Civil Design Software.

Utility Coordination

Upon completion of the previous tasks, our team will conduct coordination with each of the affected utilities. Coordination will be accomplished by providing a utility plan set with color utilities for both Projects 1 and 2 to each of the utility companies following Conceptual Plans, Right-of-Way Plans and Final Plans. Where impacts to utilities are identified TranSystems will work to eliminate or minimize the impacts. It is anticipated the utility coordination will be an ongoing process throughout design. A Utility Status Letter, including all applicable MoDOT LPA requirements, will be prepared and included with the project Job Special Provisions stating the utility relocation status for Project 2.

Conceptual Plans and Site Visit

TranSystems will prepare an aerial based plan set for aid in completing a site visit at the project site. This will be used to assess all the existing sidewalk and ADA facilities along the approximate project alignments shown in **Figure 3** and make determinations on what sidewalk should be replaced or establish a preferred alignment for new sidewalk. This site visit will be a joint meeting between TranSystems and City staff. MoDOT and BNSF will be invited to join. The information from this meeting will be used to guide the design for the Right-of-Way plan submittal.



Figure 3: Approximate Project Alignments for Project 1 (blue) and Project 2 (yellow)

Scope of Services

Environmental Tasks**Project 1**

TranSystems preliminary review of the Project #1 area indicates that there are no resources present that would require permitting. This project area will not impact MoDOT Right-of-Way, and will not involve federal dollars or approvals. TranSystems' understanding is that no environmental support will be needed for Project #1.

Project 2

TranSystems will complete an investigation to determine the extent of any environmental resources in the Project #2 area. The environmental investigation will be completed following the MoDOT Local Public Agency (LPA) process, with the assumption that the project activities can be documented under a Categorical Exclusion (CE) category. The CE process will include documentation in the MoDOT Request for Environmental Review (RER) system, and is anticipated to include a delineation for waters of the US and threatened and endangered species analysis. Anything beyond the scope of a CE will require a supplemental. TranSystems assumes that the project evaluation will not require any below ground cultural resources investigation due to the completely disturbed and developed nature of the area. TranSystems will complete necessary environmental permitting, which may include Clean Water Act (CWA) Section 404 permit and Section 401 Water Quality Certification (WQC).

Public Outreach Activities

One (1) two-hour in-person public meeting will be conducted (open house style) to present the project improvements to the public and receive their input. The meeting will occur after the conceptual plan and site visit and will be to gather feedback from the community on the various proposed improvements as well as inform them on the project schedule, project information, and project extents for Projects 1 and 2. Up to 5 project displays will be created for this meeting. TranSystems will prepare and send mailers to all property owners within a one (1) block (~300') radius of the surveyed area letting them know about the upcoming meeting. The City will provide the mailing addresses for these property owners. The meeting will meet the requirements set forth in the MoDOT LPA manual for public involvement. TranSystems will also prepare a press release and social media graphic for the meeting. A survey will be included during the meeting and online to gather feedback from the public. All comments will be documented, and questions answered. The City and TranSystems will have at least two (2) staff members each in attendance for each meeting. MoDOT will be invited to attend. The City will be responsible for procuring a meeting location for each meeting.

Coordination with BNSF

Two (2) virtual meetings with BNSF will be conducted to understand their concerns about the proposed improvements. The City and MoDOT will have at least one (1) staff member each in attendance for these meetings and TranSystems will have at least two (2) staff members. Meeting minutes will be prepared and sent out to all attendees. It is anticipated that no changes will need to be made to the existing BNSF

Scope of Services

structure as part of this project and that any modifications to the BNSF structure will require a supplemental.

Prepare Right-of-Way Engineering and Plans

The Right-of-Way engineering and the 60% plans covered by this scope of services for Project 1 will follow City of Liberty standards and specifications.

TranSystems will compile the 60% plans. These plans are anticipated to include the following items:

- Title Sheet (1)
- General Layout and Notes Sheet (1)
- Summary of Quantities (1)
- Typical Sections (2)
- Roadway Plan (8)
- Horizontal and Vertical Control (1)
- Right of Way and Easements (8)
- Intersection Details (8)
 - Moss Avenue at Hurt Street, Olin Street, Reed Street, Jones Road, Thornton Street, and Liberty Drive
 - South Terrace Avenue at Olin Street and Rebecca
- Entrance Details (8)
- Retaining Wall Plan and Profiles – (walls less than 4' exposed height) (8)
- Construction Sequencing (General overview and brief narrative) (1)
- Signing and Pavement Markings Plan (8)
- Cross Sections (50-ft intervals) (23)

Total Sheets = 78±

The Right-of-Way engineering and the 60% plans covered by this scope of services for Project 2 will follow City of Liberty and MoDOT standards and specifications. The engineering and plans will conform to MoDOT's LPA manual.

TranSystems will compile the 60% plans. These plans are anticipated to include the following items:

- Title Sheet (1)
- Summary of Quantities (1)
- Typical Sections (2)
- Roadway Plan (6)
- Reference Points (1)
- Coordinate Points (1)
- Right of Way and Easements (6)

Scope of Services

- Intersection Details (4)
 - Route 291 at Moss Avenue, and Murray Road/Skyline Drive
 - Murray Road at Bonaire Street
 - Skyline Drive at Manor Lane
- Entrance Details (2)
- Retaining Wall Plan and Profiles – (walls less than 4' exposed height) (6)
- Construction Sequencing (General overview and brief narrative) (1)
- Traffic Signal Modification Plans (4)
- Signing and Pavement Markings Plan (6)
- Cross Sections (50-ft intervals) (17)

Total Sheets = 58±

Cost Estimate

As Right-of-Way Plans for Projects 1 and 2 are prepared a detailed cost estimate of probable construction costs will also be prepared. This will be based on the level of detail provided in the Right-of-Way Plans and will include contingencies deemed appropriate by the design team to cover unknown costs. The estimate will not include costs for utility relocations or property acquisitions, only estimated construction costs. The Project 1 cost estimate will be submitted to the City of Liberty and Project 2 cost estimate will be submitted to the City and MoDOT for review and comment.

Right-of-Way Plan Review Meeting

TranSystems' team will meet with the City and/or MoDOT to review the submitted documents, discuss any issues, and review comments. Comments will be incorporated into the plans and submitted with future submittals.

Meetings

The TranSystems team will attend virtual bi-monthly coordination meetings with the City during the design process. These meetings are anticipated to be one-hour meetings.

Project Management

Project management will include preparation of monthly invoices, creation, and maintenance of a project schedule in Microsoft Project format and general coordination efforts between TranSystems, the City of Liberty, MoDOT and other interested parties.

Scope of Services

Phase 2 Tasks

(The list of services for Phase 2 is shown based on what is anticipated to complete the project. The exact scope of services could change as Right-of-Way plans are prepared. No fee is being provided at this time for the Phase 2 services, but can be provided once Phase 2 has been approved.)

Legal Descriptions and Tract Maps

Once the Right-of-Way plans are approved, Powell CWM will prepare the legal descriptions for any new right-of-way or easements. Project 1 will be submitted to the City for approval. Project 2 will be submitted to the City and MoDOT for approval. Once Project 2 is approved and an "A" date is issued to the City of Liberty, Donoho Appraisals will lead negotiations and property acquisition. The City will prepare all easement documents to accompany the legal descriptions and tract maps.

TranSystems will compile and submit all necessary Right-of-Way documentation to MoDOT for final approval following the LPA process. The following table summarizes the estimated number of parcels affected and how many legal descriptions are anticipated for Projects 1 and 2 respectively:

Project 1:

Number of Adjacent Tracts	Legal Descriptions			Tract Maps
	Right-of-Way	Perm. Esmt.	Temp. Esmt. *	
57	2	3	N/A	5

*City will acquire "Right-of-Entries" for the project instead of acquiring temporary construction easements. No legal descriptions or tract maps have been included for these properties.

Project 2:

Number of Adjacent Tracts	Legal Descriptions			Tract Maps
	Right-of-Way	Perm. Esmt.	Temp. Esmt.	
10	0	0	7	7

Right-of-Way Acquisition

Donoho Appraisals will begin getting appraisals for the impacted properties once Right-of-Way plans have been approved. TranSystems will compile the appraisal valuation, legal descriptions, tract maps and easements in a Right-of-Way packet. These packets will be used when Donoho Appraisals begins negotiating and acquiring the easements or Right-of-Way for Project 2. No negotiations or property acquisition has been included for Project 1.

Scope of Services

Final Design and Bid Documents

The final engineering and plans for Project 1 will produce 100% unsigned and unsealed plans for City review. The engineering and plans will follow City of Liberty standards and specifications.

TranSystems will compile the 100% unsigned and unsealed plans. These plans are anticipated to include the following items:

- Title Sheet (1)
- General Layout and Notes Sheet (1)
- Summary of Quantities (1)
- Typical Sections (2)
- Roadway Plan (8)
- Horizontal and Vertical Control (1)
- Right of Way and Easements (8)
- Intersection Details (8)
 - Moss Avenue at Hurt Street, Olin Street, Reed Street, Jones Road, Thornton Street, and Liberty Drive
 - South Terrace Avenue at Olin Street and Rebecca
- Sidewalk Details (8)
- Entrance Details (8)
- Retaining Wall Plan and Profiles – (walls less than 4' exposed height) (8)
- Stair Details (4)
- Tree Removal and Placement Plans (Location Only) (8)
- Construction Sequencing (General overview and brief narrative) (1)
- Traffic Control (Standard Details Only) (2)
- Erosion Control Sheets (8)
- Signing and Pavement Markings Plan (8)
- Cross Sections (50-ft intervals) (23)

Total Sheets = 108±

The final engineering and plans for Project 2 will produce 100% unsigned and unsealed plans for City and MoDOT review. The engineering and plans will follow City of Liberty and MoDOT standards and specifications. The engineering and plans will conform to MoDOT's LPA manual.

TranSystems will compile the 100% unsigned and unsealed plans. These plans are anticipated to include the following items:

- Title Sheet (1)
- Summary of Quantities (1)
- Typical Sections (2)
- Roadway Plan (6)

Scope of Services

- Reference Points (1)
- Coordinate Points (1)
- Right of Way and Easements (6)
- Intersection Details (4)
 - Route 291 at Moss Avenue, and Murray Road/Skyline Drive
 - Murray Road at Bonaire Street
 - Skyline Drive at Manor Lane
- Sidewalk Details (4)
- Entrance Details (2)
- Retaining Wall Plan and Profiles – (walls less than 4' exposed height) (6)
- Tree Removal and Placement Plans (Location Only) (6)
- Construction Sequencing (General overview and brief narrative) (1)
- Traffic Control (Standard Details Only) (2)
- Erosion Control Sheets (6)
- Traffic Signal Modification Plans and Details (6)
- Signing and Pavement Markings Plan (6)
- Cross Sections (50-ft intervals) (17)

Total Sheets = 78±

Cost Estimate

As Final Plans are prepared the Engineer's Estimate of probable construction costs will also be prepared for Projects 1 and 2 separately. The estimate will not include costs for utility relocations or property acquisitions, only estimated construction costs. The Project 1 cost estimate will be submitted to the City of Liberty and Project 2 cost estimate will be submitted to the City and MoDOT for review and comment.

Technical Specifications and Job Special Provisions

As Final Plans are being prepared, technical specifications and Job Special Provisions will be prepared for inclusion in the contract documents. This will cover any non-standard bid items along with standard bid requirement technical specifications. These will be prepared as Word documents.

Final Plan Review Meeting

TranSystems' team will meet virtually with the City and/or MoDOT to review the submitted documents, discuss any issues, and review comments. Comments will be incorporated into the plans and submitted with the final bid documents to the City of Liberty.

PS&E Deliverable

The PS&E deliverable will include 100% signed and sealed plans, specifications and estimate for Project 1. This submittal will address any remaining comments from the Final Plan Review Meeting. The engineering and plans will follow City of Liberty standards and specifications.

Scope of Services

The PS&E deliverable will include 100% signed and sealed plans, specifications and estimate for Project 2. This submittal will address any remaining comments from the Final Plan Review Meeting. The engineering and plans will follow City of Liberty and MoDOT standards and specifications. The engineering and plans will conform to MoDOT's LPA manual. The format for both PS&E deliverables will be digital (.pdf) at 22" X 34" paper size.

Support through Obligation

TranSystems' team will answer any service questions and provide support to move the PS&E through the submittal process to final obligation and approval to bid.

Construction Services

TranSystems' team will provide assistance after the bid process for both Projects 1 and 2. We will attend a pre-construction meeting, address questions from the Contractor, and if needed prepare addendums to the plans and specifications. It is anticipated that the City will advertise and bid both projects.

Construction Engineering Review

TranSystems' team will review and provide guidance on all change orders over five-thousand dollars (\$5,000) in total contract value change. The team will also review any structural shop drawings for Projects 1 and 2 to ensure compliance with City and/or MoDOT standards. It is anticipated that this work will not exceed 40 hours. If additional review time is needed, a supplement may be needed.

Schedule

The schedule is anticipated to be completed for each task with the timeframes shown below from the time the contract is received. This is dependent of changes from this scope requested by the City or time for review by others.

Project 1:**Phase 1:**

Conceptual Plans and Site Visit – 1.5 months

Right-of-Way Plans – 1.5 months

Phase 2:

Final Plans and Estimate - 1 month

PS&E – 1 month

Project 2:**Phase 1:**

Preliminary Plans – 3 months

Right-of-Way Plans – 1 months

Phase 2:

Final Plans and Estimate - 3 months

PS&E – 1 month

The schedules above are estimated for engineering plan submittals only and could be impacted due to Right-of-Way Acquisition needs.

Scope of Services

Assumptions (Apply to both Phases 1 and 2)

- No geotechnical investigation will be performed. Pavement section for spot replacement areas will be based on the City of Liberty typical sections.
- Potholing for utilities or others is not an included service in this scope of services.
- Traffic signal improvements at the Route 291 and Murray Road/Skyline Drive intersection will only include pedestrian push buttons for ADA compliant sidewalk ramps and the associated wiring for these devices, ADA pedestals, walk time durations, and pedestrian signal heads. If a new controller, signal cabinet, detection, mast arms or vehicular signal heads, etc. are needing to be replaced, a supplement will be needed. It is anticipated that MoDOT will revise the signal timing for the intersection.
- There will be no specific traffic control plans for the either Project 1 or 2. Traffic control will be handled with standard details for different scenarios (i.e., shoulder work, pedestrian detours/sidewalk closures, lane drops, etc.) and general construction phasing.
- OE&E's will be acquired on an as-needed basis for Project 1 (up to 5 OE&E's included) for properties that are determined to need acquisition of permanent Right-of-Way or Easement. The boundary file will be estimated from GIS data provided by the City, available plats and any OE&E's obtained. No research into easements or title reports will be conducted for the remaining properties that do not get an OE&E. For Project 2, OE&E's will be acquired for all properties adjacent to the project (estimated at 10 parcels).
- City will acquire "Right-of-Entries" for the project instead of acquiring temporary construction easements. No legal descriptions or tract maps have been included for these properties.
- No irrigation systems will be designed.
- Microstation V8i (Geopak SS4/SS10) will be used for all the CAD file creation to prepare the plans noted herein. CAD files will be provided in Microstation (.dgn) format as part of the final deliverables.
- Utilities will be shown to Subsurface Utility Engineering (SUE) Quality Level C
- No Final Location Survey has been included for Project 2 as we have estimated that there will be no permanent right-of-way or easements needed on this project.
- Permit fees for railroad, city, state, and federal permits will be paid directly by City.
- Storm Drainage Improvements will be limited to inlet top or inlet replacements only. Any storm drainage plan/profiles or storm year design calculations will require a supplemental.
- Retaining wall design is limited to the City of Liberty standard detail "Sidewalk_Detail_With_Abutting_Concrete_Retaining_Wall." Design calculations or structural retaining wall design (walls greater than 48 inches) are not included in this scope and will require a supplemental.
- Intersection pavement design to bring ADA crossings will not be brought up to ADA compliance as part of this project if they are found to be non-compliant.
- Tree removal and placement sheets will be limited to specifying the trees to be removed and approximate location for new trees to be planted as well as quantities. The tree size and type will be specified by the City and included in the plans.
- No Signing or Wayfinding are included in this scope of services.

Scope of Services

- No lighting design is included in this scope of services.
- Sidewalk profiles will be used for design, but will not be incorporated into the plan set.
- No sidewalk or other improvements will be designed or constructed in the Cemetery.
- It is anticipated that no changes will need to be made to the existing BNSF structure as part of this project and that any modifications to the BNSF structure will require a supplemental.
- Floodplain development permit and/or FEMA flood map revisions are not included in this scope.
- The scope of work does not include waters of the U.S. mitigation (likely not required).
- No contaminated soils are anticipated with this project, however, if contaminated soil is discovered at a later date any mitigation design or activities needed are not included in this scope and a separate agreement with the City will be negotiated if these services are desired.
- Assumption is that section corners and quarter section corners are in place and of record.
- Construction inspection services have not been included in this scope of services, but can be added on at the request of the City through a supplemental.
- It is anticipated that the City will provide the following:
 - Review and comment on project concept, alignment, and design details.
 - Attend meetings.
 - Provide the mailing addresses for public meeting mailers.
 - Submit prepared permits and the associated fees.
 - Acquire all right-of-way for Project 1 (following Right-of-Way plan approval)
 - Provide Rights-of-entry for survey work on private property.
 - Provide GIS property lines, existing roadway plans, as-builts, and other information that is impacted from the proposed work included for this scope.
 - Provide tree specifications to be planted

Scope of Services

Fee

Project 1 Phase 1 Total:	\$231,401
Project 2 Phase 1 Total:	<u>\$177,417</u>
Projects 1 & 2 Phase 1 Total:	\$408,818

ATTACHMENT B
Estimate of Cost

**Fee Summary for Project 1 Phase 1
and Breakdown by Phase/Task**

Phase and Task	2024 Rates	E5	E3/P3	E2/SC3/P2	E1/T3/SC2	Direct Labor	Expenses
		\$160	\$70	\$55	\$45		
Surveys and Utilities		0	2	8	14	\$ 1,210.00	\$ 50.00
Existing Rights-of-way and Easements			1	1	2	\$ 215	
Locate Existing Utilities				1	2	\$ 145	
Base Map			1	2	4	\$ 360	
Control				1	2	\$ 145	
Create Surface TIN Model				1	2	\$ 145	
Utility Coordination				2	2	\$ 200	
Conceptual Plans and Site Visit			12	48	48	\$ 5,640.00	\$ 50.00
Public Outreach Activities		2	4	20	20	\$ 2,600.00	\$ 750.00
Right-of-Way Engineering and Plans		4	28	198	326	\$ 28,160.00	\$ 50.00
Prepare Right-of-Way Plans		0	25	174	302	\$ 24,910	
Title Sheet				1	1	\$ 100	
General Layout and Notes				1	1	\$ 100	
Summary of Quantities				4	4	\$ 400	
Typical Sections			2	8	8	\$ 940	
Roadway Plan			2	32	60	\$ 4,600	
Horizontal and Vertical Control			2	4	4	\$ 540	
Right of Way and Easements			1	6	16	\$ 1,120	
Intersection Details			2	16	32	\$ 2,460	
Entrance Details			2	40	72	\$ 5,580	
Retaining Wall Plan and Profiles			2	24	32	\$ 2,900	
Construction Sequencing			4	8	12	\$ 1,260	
Signing and Pavement Markings Plan			4	6	12	\$ 1,150	
Cross Sections			4	24	48	\$ 3,760	
Cost Estimate		2	1	16	16	\$ 1,990	
Right-of-Way Plan Review Meeting		2	2	8	8	\$ 1,260	
Meetings		2		44		\$ 2,740.00	\$ 50.00
Project Management		2		40		\$ 2,520.00	\$ 50.00
Subtotal Hours		10	46	358	408		

Direct Labor	\$	42,870
OH Rate = 133.22%	\$	57,111
Subtotal	\$	99,981
Fixed Fee = 13.0%	\$	12,998
Subtotal	\$	112,978
Reimbursable Expenses	\$	1,000
Subtotal	\$	113,978
Powell CWM	\$	117,423
Donoho Appraisals	\$	-
Subtotal	\$	117,423
PROJECT 1 Phase 1 TOTAL	\$	231,401

**Fee Summary for Project 2 Phase 1
and Breakdown by Phase/Task**

Phase and Task	2024 Rates	E5	E3/P3/SC3	E2/P2	E1/T3/SC2	Direct Labor	Expenses
		\$160	\$70	\$55	\$45		
Surveys and Utilities		0	2	8	14	\$ 1,210.00	\$ 50.00
Existing Rights-of-way and Easements			1	1	2	\$ 215	
Locate Existing Utilities				1	2	\$ 145	
Base Map			1	2	4	\$ 360	
Control				1	2	\$ 145	
Create Surface TIN Model				1	2	\$ 145	
Utility Coordination				2	2	\$ 200	
Conceptual Plans and Site Visit			6	30	30	\$ 3,420.00	\$ 50.00
Environmental Tasks			30	30	80	\$ 7,350.00	\$ 100.00
Public Outreach Activities		2	4	20	20	\$ 2,600.00	\$ 750.00
Coordination with BNSF		4	12	48		\$ 4,120.00	\$ 50.00
Right-of-Way Engineering and Plans		4	32	127	209	\$ 19,270.00	\$ 50.00
Prepare Right-of-Way Plans		0	29	103	185	\$ 16,020	
Title Sheet				1	1	\$ 100	
Summary of Quantities				4	4	\$ 400	
Typical Sections			2	8	8	\$ 940	
Roadway Plan			2	24	40	\$ 3,260	
Reference Points			1	2	2	\$ 270	
Coordinate Points			1	2	2	\$ 270	
Right of Way and Easements			1	4	12	\$ 830	
Intersection Details			2	8	16	\$ 1,300	
Entrance Details			2	8	16	\$ 1,300	
Retaining Wall Plan and Profiles			2	8	16	\$ 1,300	
Construction Sequencing			4	6	12	\$ 1,150	
Traffic Signal Modification Plans			4	6	12	\$ 1,150	
Signing and Pavement Markings Plan			4	6	12	\$ 1,150	
Cross Sections			4	16	32	\$ 2,600	
Cost Estimate		2	1	16	16	\$ 1,990	
Right-of-Way Plan Review Meeting		2	2	8	8	\$ 1,260	
Meetings		4		64		\$ 4,160.00	\$ 50.00
Project Management		4		60		\$ 3,940.00	\$ 50.00
Subtotal Hours		18	86	387	353		

Direct Labor	\$	46,070
OH Rate = 133.22%	\$	61,374
Subtotal	\$	107,444
Fixed Fee = 13.0%	\$	13,968
Subtotal	\$	121,412
Reimbursable Expenses	\$	1,150
Subtotal	\$	122,562
Powell CWM	\$	54,855
Donoho Appraisals	\$	-
Subtotal	\$	54,855
PROJECT 2 Phase 1 TOTAL	\$	177,417

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for Owner/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): TranSystems Corporation

Project Owner: City of Liberty, Missouri

Project Name: City Park Sidewalk Network Project

Project Number: 24-009

As the Owner and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

Owner

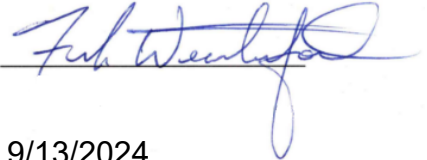
Printed Name: _____

Signature: _____

Date: _____

Consultant

Printed Name: _____ Frank Weatherford _____

Signature:  _____

Date: _____ 9/13/2024 _____



**CITY COUNCIL
ACTION REPORT**

Meeting Date: September 23, 2024

A/R No.: 2024-217

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: Ordinance Disclaiming and Abandoning of a Public Water Easement for Withers Farms Senior Living

Summary:

The developer of 2187 S. Withers Road requested to abandon a public water main that is no longer needed and must be disclaimed and vacated.

City Council acceptance of an ordinance disclaiming a public utility easement will abandon and vacate the easement.

Background:

The developer of Withers Farms Senior Living Apartments requested a portion of the public water main easement to be vacated. The new public water main extension was realigned, so there are not any City facilities within the area to be disclaimed and vacated. A new monument sign for the senior living apartments will be constructed within the area.

There are no City water main facilities or other utilities within this public water main easement. The City of Liberty has relinquished their rights to the easement.

Staff recommends approval of an ordinance disclaiming and abandoning the public water main easement.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. 2024 -217 Accept Water Ease Disclaim Withers Farm ORD
2. Disclaimer Withers Farm Water Easement

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE DISCLAIMING AND ABANDONING OF A PUBLIC WATER
EASEMENT FOR WITHERS FARMS SENIOR LIVING

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
disclaims and abandons a certain section of public water easement for Withers
Farms Senior Living as to the land described as follows:

15' WATER EASEMENT VACATION:

*Part of a waterline easement 15.00 feet in width, being part of Lot 1,
Withers Farms recorded in Instrument #2019012959, lying within the
Southeast One-Quarter of Section 24, Township 51, Range 32, Liberty,
Clay County, Missouri, described as follows:*

*Commencing at the North corner of said Lot 1; thence along the West
line of said Lot 1, South 40 degrees 29 minutes 41 seconds West, a
distance of 954.72 feet to a point of curvature; thence Southwesterly
along a curve to the left being tangent to the previous course having a
radius of 1105.92 feet, a central angle of 05 degrees 38 minutes 12
seconds and an arch length of 108.80 feet to the Point of Beginning;
thence South 54 degrees 50 minutes 52 seconds East, a distance of
26.44; thence North 89 degrees 11 minutes 05 seconds East, a distance
of 26.02 feet to the Point of Terminus.*

SECTION II

The City Council hereby directs that this ordinance and the petition for
disclaimer of utility easement be filed for record in the Office of the Recorder of
Deeds for Clay County, Missouri.

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

ORDINANCE NO. _____ (CONT.)

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

PETITION FOR DISCLAIMER OF UTILITY EASEMENT

City of Liberty, Missouri

101 E. Kansas Street

Liberty, MO 64068

Date of Document: 8/5/2024

TO THE MAYOR AND CITY COUNCIL OF LIBERTY, CLAY COUNTY, MISSOURI:

In reference to the described easement, to wit: (Attach as Exhibit "A")

We the undersigned, being the owners of all property surrounding and abutting the above described easement, do hereby consent to, and request that the City Council disclaim all current and future use of said easement:

	complete signature	address	date
1.	<u>W.F. McCroy, Jr. Mgr.</u>	<u>6100 Nieman Rd, Shawnee KS 66203</u>	<u>8-5-2024</u>
2.			
3.			
4.			
5.			

(Use additional sheets if necessary)

NOTE: All affected property owners should sign petition

JUSTIFICATION

The reasons for requesting this action are as follows:

The waterline was not installed in this location.

PETITIONER

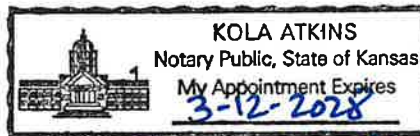
Be it known that I, W.F. McCroy, Jr., duly sworn upon my oath depose and affirm that I personally witnessed each signature above, and certify that each signature was a free act and deed of said individual.

W.F. McCroy Jr. Mgr.
signature

6100 Nieman Rd Ste 205, Shawnee KS 66203
address

NOTARY

Kansas
STATE OF ~~MISSOURI~~)
COUNTY OF CLAY)
Johnson



Subscribed and sworn to me this 05 day of August,
2024.

Notary Public: Kolac Atkins My commission expires: 3-12-2028

ATTACH MAP OR PLAT OF UTILITY EASEMENT AS EXHIBIT "B"
COMPLETE REVERSE SIDE OF PETITION

UTILITY DISCLAIMER OF CURRENT AND FUTURE USE

The undersigned utility companies do hereby disclaim any current and future use of the utility easement described in Exhibit "A", and express no opposition to the City Council action to disclaim said easement.

SPIRE ENERGY (GAS) - 816.399.9401

N/A

By: _____ Date: _____
signature

Name: _____ Title: _____
type or print

EVERGY - 816.420.4717

N/A

By: _____ Date: _____
signature

Name: _____ Title: _____
Type or print

AT&T TELEPHONE - 816.275.2341

N/A

By: _____ Date: _____
signature

Name: _____ Title: _____
type or print

SPECTRUM CABLE - 913.601.2504

N/A

By: _____ Date: _____
signature

Name: _____ Title: _____
type or print

UNITED FIBER - 866.963.4237

N/A

By: _____ Date: _____
signature

Name: _____ Title: _____
type or print

CITY OF LIBERTY, MISSOURI

Director of Public Works

by: Shene L McIntyre
Phone: 816.439.4501

Chief Building Official

by: [Signature]
Phone: 816.439.4535

City Engineer

by: [Signature]
Phone: 816.439.4507

comments:

INSTRUCTIONS

THIS PETITION FORM MUST BE FILLED OUT IN ITS ENTIRETY

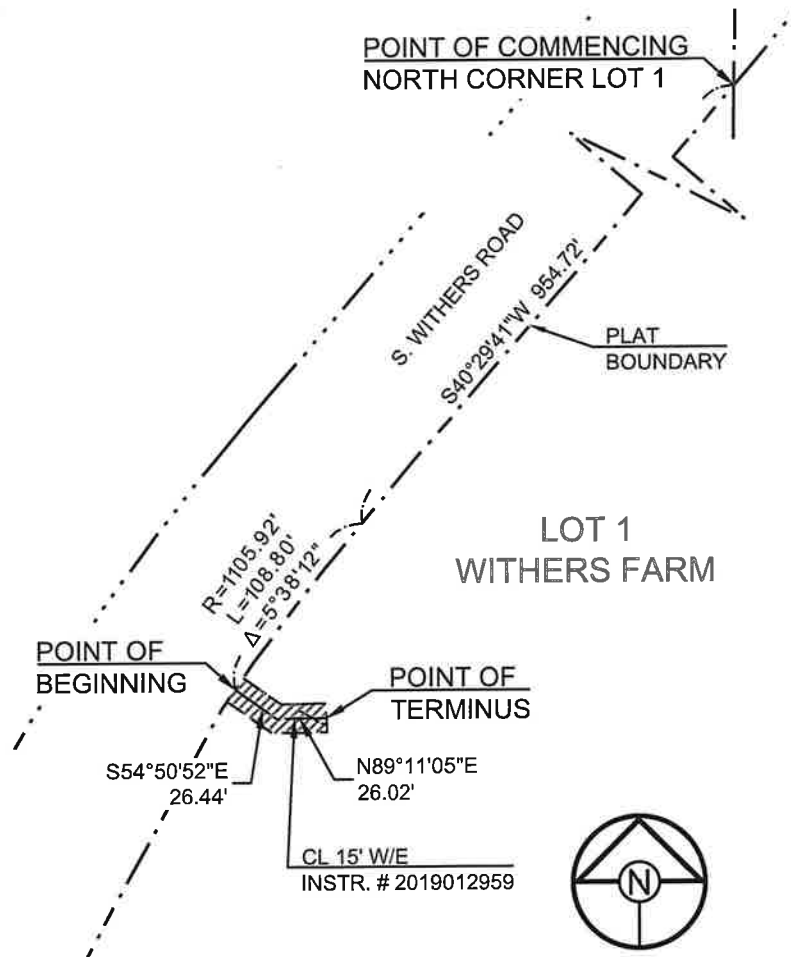
Call any of the above city officials if you have any questions. Please return the completed petition to the Engineering Department, Third Floor, Liberty City Hall, 101 East Kansas along with the required fee. Additional information may be requested as needed. After review, the petition will be placed on the City Council agenda for consideration.

EXHIBIT "A"

DESCRIPTION

Part of a waterline easement 15.00 feet in width, being part of Lot 1, Withers Farms recorded in Instrument #2019012959, lying within the Southeast One-Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, described as follows:

Commencing at the North corner of said Lot 1; thence along the West line of said Lot 1, South 40 degrees 29 minutes 41 seconds West, a distance of 954.72 feet to a point of curvature; thence Southwesterly along a curve to the left being tangent to the previous course having a radius of 1105.92 feet, a central angle of 05 degrees 38 minutes 12 seconds and an arch length of 108.80 feet to the Point of Beginning; thence South 54 degrees 50 minutes 52 seconds East, a distance of 26.44; thence North 89 degrees 11 minutes 05 seconds East, a distance of 26.02 feet to the Point of Terminus.



David Allen Rinne, P.L.S.
MO# PLS-2014000198

DRAWN BY:	MH
CHECKED BY:	SCH
DATE:	07/18/2024
PROJECT NO:	16-127
SCALE:	1" = 100'
SHEET	1



ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
 14920 West 107th Street • Lenexa, Kansas 66215
 www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-6400
 Missouri State Certificates of Authority
 #E2002003800-F #LAC2001005237 #LS2002008859-F

WATER LINE EASEMENT VACATION EXHIBIT



**CITY COUNCIL
ACTION REPORT**

Meeting Date: September 23, 2024

A/R No.: 2024-218

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: Ordinance Accepting a Public Water Main Easement for Withers Senior Living Located at 2187 South Withers Road in Liberty, Missouri

Summary:

- Approve an ordinance accepting a public water main easement for the Withers Farms Senior Living project.
- Encompasses a section of realigned public water main extension.

Background:

To facilitate the construction of the Withers Farms Senior Living Apartments, a public water main extension was constructed. A portion of the water main was realigned and a new public water main easement needs to be dedicated over the realigned segment. The area of the public water main easement that is no longer needed since it does not contain a public water main due to the realignment, will be disclaimed and vacated under a separate action.

The public water main easement was acquired from Withers Farms Senior Apartments, LLC at no cost to the City. Easements for public water mains allow for their construction and maintenance.

Staff recommends acceptance of the easement for the public water main.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

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

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

Attachments:

1. 2024-218 Accept Water Easement Withers Farm ORD
2. Dedication Withers Farm Water Easement

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PUBLIC WATER MAIN EASEMENT FOR
WITHERS SENIOR LIVING LOCATED AT 2187 SOUTH WITHERS ROAD
IN LIBERTY, MISSOURI

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 a water main easement from Withers Farm Senior Apartments, LLC at
no cost for public water mains located at 2187 South Withers Road as to the land
described as follows:

WATER MAIN EASEMENT

*A waterline easement 15.00 feet in width, being part of Lot 1, Withers Farms
recorded in Instrument #2019012959, lying within the Southeast One-Quarter of
Section 24, Township 5 , Range 32, Liberty, Clay County, Missouri, lying 7.50'
feet on each side of the following described centerline:*

*Commencing at the North corner of said Lot 1; thence along the West line of
said Lot 1, South 40 degrees 29 minutes 41 seconds West, a distance of
912.27 feet to the Point of Beginning; thence South 49 degrees 33 minutes 51
seconds East, a distance of 17.63; thence South 28 degrees 51 minutes 09
seconds West, a distance of 139.15 feet to the Point of Terminus.*

SECTION II

The City Council hereby directs that the water main easement be filed for
record in the Office of the Recorder of Deeds for Clay County, Missouri.

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 WATERMAINS

LLC
SEC 24 T 51 N R 32 W

THIS AGREEMENT, made this 05 day of August,
2024 by and between **WITHERS FARM SENIOR APARTMENTS, LLC, GRANTOR,**
and **THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A**
MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, GRANTEE, GRANTEE'S
mailing address 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 watermain 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:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF

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 easement tract 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 watermains 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 watermains 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 watermains and all appurtenances incidental thereto.

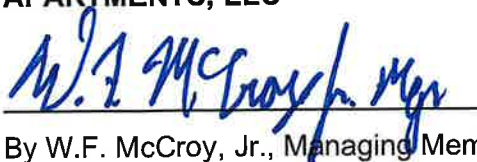
3. The **GRANTEE**, its successors and assigns, shall be kept free of all claims for damages to trees, shrubs, and all other things on said described area by reason of the rights herein conveyed by **GRANTOR**, and the **GRANTOR** does hereby covenant with the **GRANTEE** that **GRANTOR** is lawfully 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.

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

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

**WITHERS FARM SENIOR
APARTMENTS, LLC**

A handwritten signature in blue ink, appearing to read "W.F. McCroy, Jr.", is written over a horizontal line.

By W.F. McCroy, Jr., Managing Member

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF KANSAS)
)SS.
COUNTY OF JOHNSON)



This instrument was acknowledged before me on 8-5, 2024 by
W.F. McCroy, Jr. , as Managing Member of WITHERS FARM SENIOR APARTMENTS,
LLC .

A handwritten signature in blue ink, appearing to read "Kola Atkins", written over a horizontal line.

Notary Public

3-12-2028

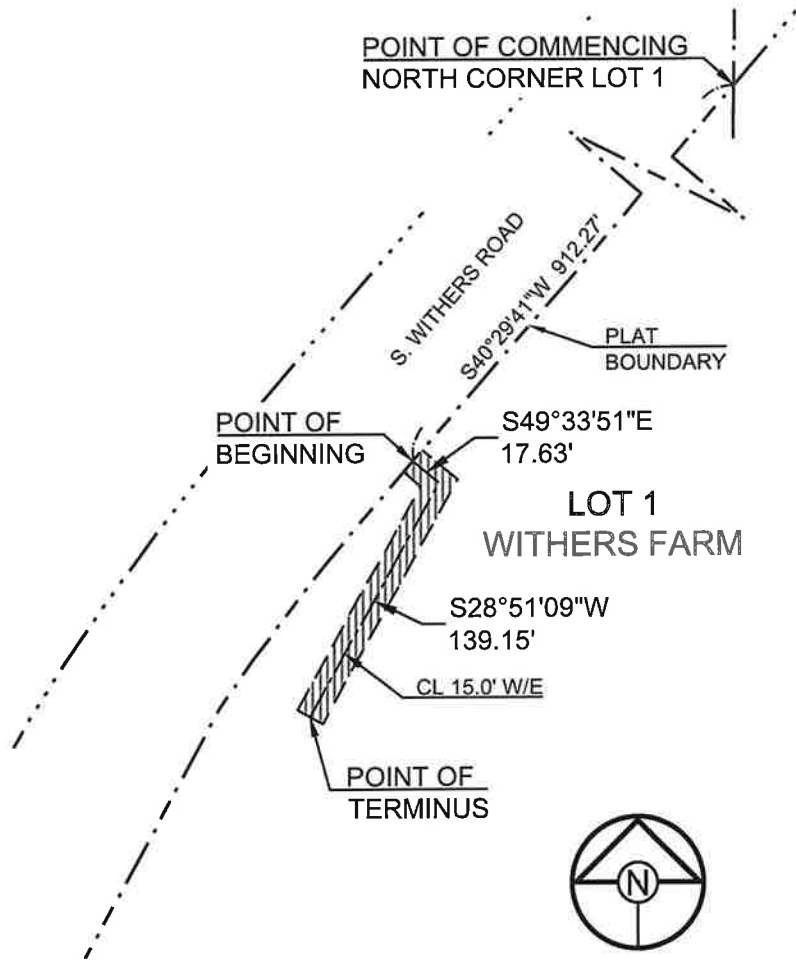
My commission expires

EXHIBIT "A"

DESCRIPTION

A waterline easement 15.00 feet in width, being part of Lot 1, Withers Farms recorded in Instrument #2019012959, lying within the Southeast One-Quarter of Section 24, Township 51, Range 32, Liberty, Clay County, Missouri, lying 7.50' feet on each side of the following described centerline:

Commencing at the North corner of said Lot 1; thence along the West line of said Lot 1, South 40 degrees 29 minutes 41 seconds West, a distance of 912.27 feet to the Point of Beginning; thence South 49 degrees 33 minutes 51 seconds East, a distance of 17.63; thence South 28 degrees 51 minutes 09 seconds West, a distance of 139.15 feet to the Point of Terminus.



David Allen Rinne, P.L.S.
MO# PLS-2014000198

DRAWN BY:	MH
CHECKED BY:	SCH
DATE:	07/18/2024
PROJECT NO:	16-127
SCALE:	1" = 100'
SHEET	1



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 #E2002003800-F #LAC2001005237 #LS2002008859-F

WATER LINE EASEMENT EXHIBIT

Department: Public Works

Submitted By: John Findlay, City Engineer

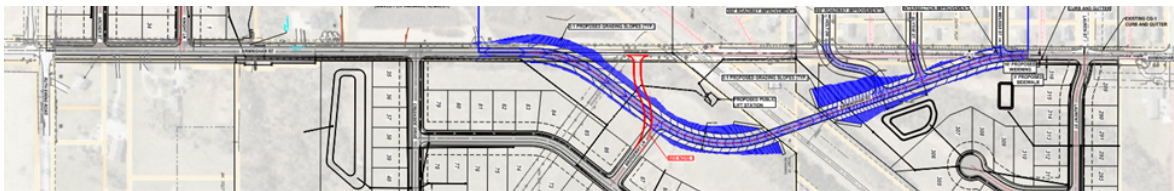
Subject: Ordinance Approving a Reimbursement Agreement for Preliminary Engineering Services with Union Pacific Railroad Company for the Birmingham Road Bridge and Railroad Grade Separation Project in an amount not to exceed \$25,000.00.

Summary:

- City Council approved a design task order with HDR Engineering for concept design of a Birmingham Road bridge and railroad grade separation in November 2022.
- The bridge will span two railroad lines owned and operated by Union Pacific Railroad (UPRR) and Canadian Pacific Kansas City Railroad (CPKC).
- The City will partner with the railroads to pursue funding opportunities through federal grant programs focused on removing railroad street intersections.
- Union Pacific Railroad Company requires a Preliminary Engineering Services Agreement for up to \$25,000.00 in order to review HDR's concept design plans for projects proposed within the railroad right of way.
- The agreement allows Union Pacific Railroad to invoice the City of Liberty for the actual cost in their review of the HDR design plans.
- City staff recommends approving the Union Pacific Railroad Company agreement in the amount of \$25,000.00.

Background:

On November 14, 2022, City Council approved a design task order with HDR Engineering for preliminary design of the Birmingham Road Bridge and Railroad Grade Separation project:



The proposed Whitehorse residential development requires full street improvements to Birmingham Road from Ruth Ewing Road to Lauren Street. Since there is an existing at-grade railroad crossing at Birmingham Road approximately 400 feet south of Holt Drive, the City is requiring re-alignment of approximately 2,250 feet of Birmingham Road to allow for a future flyover bridge over the existing railroad approximately 420 feet northeast of the existing crossing. The bridge will span two railroad lines owned and operated by Union Pacific Railroad Company (UPRR) and Canadian Pacific Kansas City Railroad (CPKC). The City intends to partner with the railroads to pursue

funding opportunities through federal grant programs focused on removing railroad street intersections. CPKC has already reviewed the project and provided a letter of support.

In order for HDR to proceed with the bridge design, UPRR requires a reimbursement agreement to review plans for public works projects that impact the railroad right of way. The reimbursement agreement is established at an amount of up to \$25,000.00 and will be billed according to the actual review time. The actual cost may or may not reach the total agreement amount.

City staff recommends approving an ordinance approving a Reimbursement Agreement for Preliminary Engineering Services with Union Pacific Railroad Company in the amount of \$25,000.00 for the Birmingham Road Bridge and Railroad Grade Separation Project.

Previous Action (if applicable):

- Approved Task Order No. 7 with HDR Engineering for concept design of Birmingham Road Bridge and Railroad Grade Separation Project - Nov. 14, 2022

Policy/Committee Review:

x Citizen Sales Tax Oversight Committee	Completed/Recommended: October 2022 ruled meets voter intent
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

x Budgeted:	Line Item: 352.57044.605	Amount: \$25,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):x	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2024-225 Approve Review Agreement Union Pacific Railroad - ORD
2. 2024-08-06 PE 375414M 981598K Reimbursement Agreement

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REIMBURSEMENT AGREEMENT FOR
PRELIMINARY ENGINEERING SERVICES WITH UNION PACIFIC RAILROAD
COMPANY FOR THE BIRMINGHAM ROAD BRIDGE AND RAILROAD GRADE
SEPARATION PROJECT IN AN AMOUNT NOT TO EXCEED \$25,000.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement by and between the City of Liberty and Union Pacific Railroad Company in an amount not to exceed TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement 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

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$25,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF LIBERTY CITY, MISSOURI (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF LIBERTY CITY, MISSOURI

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Tiecy Cotton
Printed Name

Title

Manager I, Industry & Public Projects
Title

Exhibit A

Project Description and Location

Project Description

City of Liberty City, Missouri proposes to close the existing at-grade crossing and construct a new grade separated roadway overpass over the Railroad at the location referred to below.

Location

Trenton Subdivision

DOT	Crossing Type	Milepost	Street Name
375414M	Public	490.593	Old Birmingham Road
981598K	Public	490.59	Birmingham Road

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C

Billing Contact Information

Name	John Findlay
Title	City Engineer
Address	101 East Kansas Street, Liberty, MO, 64068
Work Phone	(816) 439-4507
Cell Phone	
Email	jfindlay@libertymo.gov
Agency Project No.	Birmingham Road Grade Separation



**CITY COUNCIL
ACTION REPORT**

Meeting Date: September 23, 2024

A/R No.: 2024-224

Department: Public Works

Submitted By: John Findlay, City Engineer

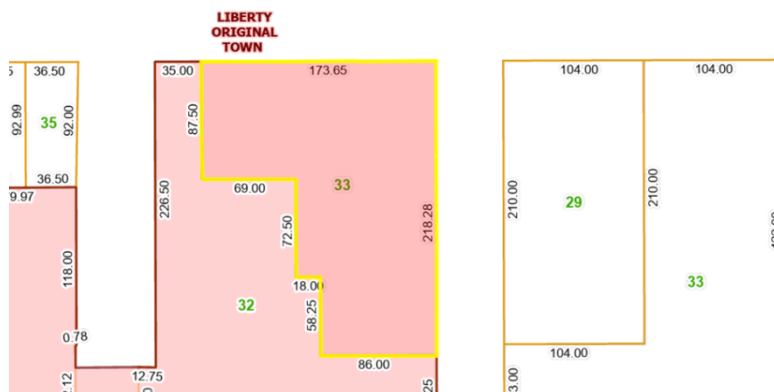
Subject: Ordinance Approving an Agreement for Phase 1 of the City Hall Police and MEP Study and Design Project (#PW-24-020) with Hoefer Welker, LLC in an amount not to exceed \$215,900.00

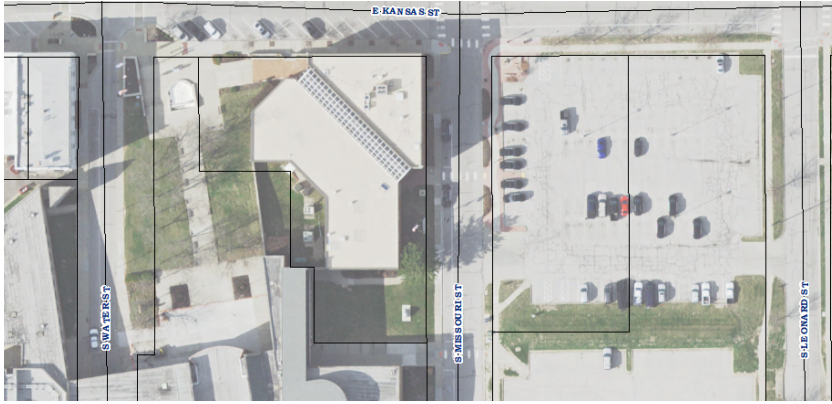
Summary:

- City Police face significant challenges of inadequate space, hampering operational efficiency and staff morale.
- City Hall's aged HVAC system is maintenance intensive and in direct need of an upgrade to a more efficient and modern system.
- Hoefer Welker provided scope and fees for a two-phase design project.
- This action will encumber funds for Phase 1 of the project; Phase 2 would move forward in 2025 if funding allows.
- Approve an ordinance approving an Agreement with Hoefer Welker, LLC for architectural study and design for Phase 1 of the City Hall Police addition and MEP system upgrade.

Background:

The current City Hall is facing significant challenges due to the Police Department being housed in inadequate space, which hampers operational efficiency and staff morale. To address this, an expansion of City Hall is being considered to provide the necessary additional space for the Police Department. Simultaneously, the building's aging and maintenance intensive HVAC (heating, ventilation, air conditioning) system is in dire need of an upgrade to a more efficient and modern system. This upgrade would not only improve the comfort and energy efficiency of the existing facility but also ensure that any proposed addition is adequately served, making it a crucial component of the overall project. City Hall is situated as shown on City property as shown:





This project will include Architectural, Structural, MEP (Mechanical, Electrical, Plumbing which includes HVAC), Fire Protection, Landscape, and Civil design services required to develop concept plans for a proposed addition to City Hall. City staff worked with Hoefer Welker architects to define the project scope, which will involve a two-phase design process.

Phase 1 scope will include pre-design services such as site survey, existing building and systems assessment, cost range estimate, community engagement, 50% schematic conceptual design, and a detailed cost estimate.

Phase 2 scope will include detailed design services such as 100% schematic design development, construction documents, bidding and permitting, and construction administration.

City staff negotiated scope and fees with Hoefer Welker, LLC architects for the project. The estimated cost of the entire two-phase architectural design project is expected to be \$1,019,020. The two phases are broken out as follows:

Phase 1 (2024): \$215,900.00
Phase 2 (2025): \$803,120.00
Grand Total: \$1,019,020.00

This action being considered now is for authorization to move forward with a contract agreement for Phase 1 of the project in the amount of \$215,900.00. Phase 2 would move forward if funding allows in 2025 under a separate future City Council action.

The preliminary estimated cost of construction is \$9M plus an eight percent service fee plus an estimated \$500K furniture budget. The construction will be bid under a separate contract and considered in a future City Council action. Estimated rough timeline for design and construction:

- Phase 1 Design: Fall 2024 through Spring 2025
- Phase 2 Design: Spring 2025 through late Fall 2025
- Bid and Construction: Winter 2026 through Spring 2027 (not under this agreement)

City staff recommends approving an ordinance approving an agreement for Phase 1 of the City Hall Police and MEP Study and Design Project (#PW-24-020) with Hoefer

Welker, LLC in the amount of \$215,900.00.

Previous Action (if applicable):

N/A

Policy/Committee Review:

x Citizen Sales Tax Oversight Committee	Completed/Recommended: September 2024 voted meets voter intent
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:
x Non-Budgeted	Line Item: 354-59026-610-000000	Amount: \$215,900.00
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2024-224 Approve Contract with Hoefer Welker City Hall MEP Police Study ORD
2. Contract H-W Architect 240924-1248201_B101LibertyPD

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR PHASE 1 OF THE CITY HALL
POLICE AND MEP STUDY PROJECT (#PW-24-020) WITH HOEFER WELKER, LLC
IN AN AMOUNT NOT TO EXCEED \$215,900.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an Agreement for City of Liberty Project PW-24-020, Phase 1 of the City Hall Police and MEP Study Project by and between the City of Liberty, Missouri and Hoefer Welker, LLC, in an amount not to exceed TWO HUNDRED FIFTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$215,900.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Fourth day of September in the year Two Thousand Twenty-Four

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

City of Liberty

101 East Kansas Street, Liberty, MO 64068

Telephone Number: 816.439.4501

and the Architect:

(Name, legal status, address and other information)

Hoefel Welker, LLC

4622 Pennsylvania Avenue, Suite 1400, Kansas City, MO 64112

Telephone Number: 913.307.3700

for the following Project:

(Name, location and detailed description)

Liberty Police Department renovation and expansion

Liberty, MO

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

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User Notes:

(1633178217)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

Police needs assessment, and programming of space needed to accommodate existing and planned department growth. Development of concept designs for expansion of existing city hall facility to net the expansion or other options. Evaluate the mechanical, electrical and plumbing (MEP) of the current and future needs of City Hall.

TBD

§ 1.1.2 The Project's physical characteristics:

The exiting City Hall design plans are available, the building renovation plans are available, including the current GIS plans are available. Future geotechnical work is not part of the contract, as well as any future special inspections.

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(The project will be initiated in two phases. The first phase consists of Pre-Design Services and Basic Services. Basic services include fifty percent (50%) schematic design. The second phase will include services through final design, bid packages and final construction. The base services are estimate based on an approximate project cost of \$9,000,000.00 for an approximate additional space of 22,000 square feet expansion.

Approximately \$9,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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Phase 1, April 2025. Phase 2 to be determined

.2 Construction commencement date:

Dependent on future funding sources

.3 Substantial Completion date or dates:

Dependent on future funding sources

.4 Other milestone dates:

Phase 1 Draft Schematics December 1, 2024

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
Construction Manager General Contractor procurement.

TBD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

Establish a space needs assessment of the Liberty Police Department. Assess the feasibility of expanding City Hall to meet needed police space into the future, and evaluation of existing City Hall MEP improvement needs. Provide cost estimates for future expansion, and City Hall MEP needs.

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Police Chief

Chief James Martin
101 E Kansas Street
P.O. Box 159
Liberty, MO 64069
Telephone Number: 816.439.4712

Public Works Director

Sherri McIntyre, P.E.
101 E Kansas Street
P.O. Box 159
Liberty, MO 64069
Telephone Number: 816.439.4501

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

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§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Ken Henton, AIA
4622 Pennsylvania Avenue, Suite 1400, Kansas City, MO 64112
Telephone Number: 913.307.3700
Mobile Number: 816-536-2731
Email Address: ken.henton@hoeferwelker.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Bob D. Campbell & Co., Inc.

4338 Belleview, Kansas City, MO 64111
Telephone Number: 816.531.4144

.2 Mechanical/Electrical Engineer:

Hoefer Welker, LLC
Jon Lee, PE
4622 Pennsylvania Ave, Suite 1400, Kansas City, MO 64112
Telephone Number: 913.307.3700

.3 Civil Engineer:

Brungardt Honomichl & Company, P.A
Kevin Honomichl, P.E
7101 College Boulevard, Suite 400, Overland Park, KS 66210
Telephone Number: 913.663.1900

§ 1.1.11.2 Consultants retained under Supplemental Services:

1 Landscape Consultant:

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Landworks Studio
Carisa McMullen.
102 S. Cherry Street, 2nd Floor, Olathe, KS 66061
Telephone Number: 913.780.6707

2 Community Engagement Consultant:

Fides Munusque Fidele, Inc.
12930 IZard Street, Omaha, NE 68154-1248
402.999.7470

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and

property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Two Million Dollars (\$ 2,000,000) each accident, Two Million Dollars (\$ 2,000,000) each employee, and Two Million Dollars (\$ 2,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services, as well as the services of a landscape architect. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall not be responsible for any costs associated with obtaining necessary permits or approvals.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, review with the Owner any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect may, at the request of the Owner, assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents, in electronic format, to prospective bidders;
- .2 participating in a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 participating in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents, in electronic format, to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or sixty (60) days following the issuance of the Certificate of Substantial Completion, whichever is earlier.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, as required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificate(s) of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections may be conducted with the Owner, if requested, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect, as part of Phase I services
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.4 Existing facilities surveys	Architect, as part of Phase 1 services
§ 4.1.1.5 Site evaluation and planning	Architect, as part of Phase 1 services
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect, as part of Basic Services
§ 4.1.1.9 Landscape design	Architect, as part of Basic Services
§ 4.1.1.10 Architectural interior design	Architect, as part of Basic Services
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect, as part of Phase 1 services
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	Architect, as an optional service
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Architect, as part of Basic Services
§ 4.1.1.22 Security evaluation and planning	Architect, as part of Basic Services
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect, as an optional service
§ 4.1.1.29 Other services provided by specialty Consultants .1 Low Voltage design services .2 Medical Equipment planning services .3 ATEP consulting services .4 Kitchen / Kitchen Equipment consulting services .5 Audio-Visual design services .6 Acoustical design services .7 Physicist consulting services	N/A
§ 4.1.1.30 Other Supplemental Services .1 Professional models or renderings .2 printing of documents for Bid Phase purposes .3 meeting notes during site visits	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Reference Exhibit A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One (1) visit to the site each month, up to xx total visits, by the Architect during construction
- .3 One (1) inspection for the Work to determine whether the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection for the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit, as well as contingencies for changes in the Work. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, or financing; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions or other reasons the Architect could not reasonably anticipate or control, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Not Used

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 Not used.

§ 9.6 If the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In the event of termination not the fault of the Architect, the Owner shall pay to the Architect the following fees: *(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Twenty percent (20%) of the Architect's unbilled compensation

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Twenty percent (20%) of the Architect's unbilled compensation

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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User Notes:

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall advise the Architect of any known or suspected hazardous substances on or around the Project site. If the Architect observes or suspects the existence of hazardous materials during the performance of its services, the Architect may suspend services and notify the Owner of the condition. If services are suspended, they will resume only after the Owner obtains a written report from a qualified examiner that the Project site is free and clear of hazardous substances. The Architect shall not be liable for any cost or schedule delay during a suspension of services due to hazardous materials.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
Phase 1 \$215,900.00 Two Hundred Fifteen Thousand Nine Hundred and 00/100 Dollars.
Phase 2 \$759,920 .00 Seven Hundred Fifty Nine Thousand Nine Hundred Twenty and 00/100 Dollars.
Reimbursables (Not to Exceed) \$43,200.00 Forty-Three Thousand Two Hundred and 00/100 Dollars.

GRAND TOTAL: \$1,019,020.00 One Million Nineteen Thousand Twenty and 00/100 Dollars.

- .2 Percentage Basis
(Insert percentage value)

Eight (8) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Reference exhibit A. Architect reserves the right to adjust fee based on final construction cost and scope.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not to Exceed negotiated amount.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

As negotiated.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus n/a percent (n/a%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

negotiated lump sum fee

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)

Init.

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User Notes:

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Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The standard hourly billing rates for services of the Architect and the Architect's consultants are available upon request. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' annual review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 not used;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

to be negotiated, if required

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Five Thousand Dollars (\$ 5,000) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

18 % annual

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Design Contingency. Owner and Architect agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by Architect. Therefore, Owner agrees to set aside a reserve in the amount of five percent (5%) of the estimated Cost of the Work as a contingency to be used, as needed, to pay for any such increased costs and changes. Owner agrees to make no claim against Architect or its consultants with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Architect shall be responsible for costs incurred by Owner above that sum but only to the extent caused by Architect's negligent acts, errors or omissions. Cost increases as a result of Owner requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, unforeseen site conditions and including any tariffs applied are not costs due to errors, omissions or inconsistencies. In no event shall Architect be responsible for direct costs that Owner would have incurred in the construction contract but for the Architect's error or omission.

§ 12.2 Limitation of Liability. Architect shall not be responsible for loss, damage, injury or liability beyond the amounts, limits, conditions, and proceeds available from such insurance requirements defined in Article 2 above. Architect shall not be responsible for loss, damage, injury or liability arising from any acts by the Owner, its staff, consultants or other third parties who are not employees of Architect.

§ 12.3 Precedence. This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, verbal discussions or like document or conversation regarding the Architect's services.

§ 12.4 Severability. If any of the provisions contained in these terms and conditions are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

§ 12.5 IRS Section 179D Income Tax Deduction. Architect shall be entitled to any/all IRS 179D Income Tax Deductions for services associated with project development, design, and installation of Energy Efficiency

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Improvements provided under this Agreement. Owner acknowledges that it is not subject to payment of income taxes, nor is it required to file income tax returns. Owner therefore agrees to sign any necessary allocation letters or other documents required by the IRS which allow Architect to receive tax deductions associated with the services provided under this Agreement pertaining to the Energy Efficiency Improvements.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

not applicable
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Architect's standard Electronic Document and BIM Release agreements, included by reference

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Ken Henton, AIA
Partner

(Printed name, title, and license number, if required)

Init.

Exhibit A
Liberty Police Department - Design Fee Matrix

8/29/2024

			TOTAL	REMARKS
PHASE 1				
PRE-DESIGN SERVICES				
	Site Survey		17,500	
	Geotechnical		0	By City
	Programming/Tours		14,500	
	Existing Building Assessment - MEP		12,000	
	Eco-Charette - Mechanical Cost-Payback		18,500	
	Field Verification/3D Modeling		15,900	
	Cost Range Estimate (HW)		6,500	
	Community Engagement		50,000	
	Detailed Cost Estimate - Third Party		9,000	Allowance
	Total		143,900	
BASIC SERVICES				
	Concept Design (50% Schematic Design)		72,000	10% of basic services fee
	PHASE 1: TOTAL	\$	215,900	
PHASE 2				
BASIC SERVICES				
	SD, DD, CD, Bid, and CA Phases		648,000	90% of basic services fee
	Total	\$	648,000	
OTHER SERVICES				
	City Planning Comm. Approval Process		14,000	
	Total	\$	14,000	
OPTIONAL SERVICES				
	Professional Renderings (2)		12,000	\$6000 allowance each
	Existing Furniture Inventory (Allowance)		10,000	
0%	Furniture Option One - Base		0	Included in basic services
10%	Furniture Option Two - Bid Sets		50,000	
	Record Documents (4% of Basic Services)		25,920	Allowance
	Total	\$	97,920	
	PHASE 2: TOTAL		759,920	
	Reimbursables		43,200	Estimate (NTE)
	Buiding Sqaure Footage		22,000 SF	Estimate
	Construction Cost	\$	9,000,000	Estimate
	Basic Services Fee Percentage		8.00%	
	Furniture Budget	\$	500,000	Estimate
	Phase 1: Design Fees		215,900	
	Phase 2: Design Fees		759,920	
	Reimbursables (Not to Exceed)		43,200	
	FEE TOTAL	\$	1,019,020	

City of Liberty Police Department Headquarters

Exhibit A – Design Services

PROJECT INFORMATION

SCOPE DEFINITION

This project will include Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Landscape, and Civil design services required to develop concept plans to implement the project scope. The following specific scopes will be included in the project:

PHASE 1 - SERVICES

PRE-DESIGN SERVICES

SITE SURVEY

Project civil engineer will provide a site survey in the area identified including topographic information, existing buildings, existing parking lots and other site infrastructure, easements, and existing public and private utilities.

PROGRAMMING & TOURS

Hoefer Welker will lead the city and police department through various locations throughout the KC metro area to review examples of other police station facilities. This feedback will be gathered and incorporated into the finalization of the building program. Various meetings will be held to confirm project goals and finalize the scope of the project.

EXISTING BUILDING ASSESSMENT – MECHANICAL, ELECTRICAL, AND PLUMBING

Our project engineers will assess the existing mechanical, electrical, and plumbing systems. This would primarily include the systems that effect the police portion of the building. However, any systems that are shared with the city hall, will also be assessed. A written report will be provided.

ECO-CHARRETTE – MECHANICAL SYSTEM COST-PAYBACK

The design team will create a preliminary energy model specific to this site. This model will be utilized to help our team develop a cost-pay-back analysis for 3 mechanical systems that would be appropriate for this project. Through interactive meeting with City staff, we will gain consensus to finalize the project goals as they relate to sustainability, energy efficiency, and maintenance requirements of the building's mechanical system. Solar system energy analysis will also be provided.

FIELD VERIFICATION/ 3D MODEL DEVELOPMENT

For the project, the design team will field verify the existing building to create a depiction of existing field conditions. Information gathered will be utilized to develop a basic 3D Building Information Model of the building. This model will be used for development of the project.

COST ESTIMATES (RANGE ESTIMATES)

Our team will provide a cost range estimate prior to concept design start. Although we cannot control the conditions that affect surges in the bid climate, our estimates will utilize historic pricing data that is based on the local marketplace.

CONCEPT DESIGN SERVICES

CONCEPT DESIGN-50% SCHEMATIC DESIGN (10% of design services fee)

Based upon the approved program, schematic design documents will be created including site plan, building floor plans, demolition plans, preliminary building sections, and elevations. A site plan will be developed to include the new building additions, preliminary grading, and utility layouts. A 3D image of approved building will be created for review and approval. A preliminary HVAC system description and design criteria narrative will be created with input from the eco-charrette. The preliminary electrical design will be established with narratives for power and standby power. A preliminary code analysis will be put together for the new structure. The design team will also meet with stakeholders as required to complete this phase.

COMMUNITY ENGAGEMENT

These services would include involvement of a third party community engagement specialist. This individual would work to create a study group of individuals from throughout the City of Liberty. They would lead up to six study group meetings, create meeting minutes, and help create public information materials. They would support an open house for the public to learn about the project. They would also create fact sheets, tabletop meeting displays, and video production including the use of a drone if needed. Hoefer Welker would also participate in each of these study group meetings. Our team would also work with the city to create ballot bond language to be used for submission to the state.

DETAILED COST ESTIMATE (THIRD PARTY)

Our third-party estimator will provide a line-item estimate based on the concept design drawings.

PHASE 2 - SERVICES

BASIC SERVICES SCOPE OUTLINE

SCHEMATIC DESIGN PHASE - 100% SCHEMATIC DESIGN (10% of design services fee)

- This scope of service would continue the concept phase and finish the schematic design package.
- Based upon the approved pre-design program, schematic design documents will be created including site plan, demolition plans, building floor plans, preliminary building sections, and elevations.
- Develop site plan to include building addition, preliminary grading, and landscape design.
- Develop 3D image of approved building for review and approval.
- Refinement of Preliminary HVAC system description and design criteria narrative.
- Refinement of Preliminary Electrical design narratives for power, and standby power.
- Preliminary code analysis.
- Meet with stakeholders as required to complete phase.
- Develop city planning submittal for City if needed. (optional service)

DESIGN DEVELOPMENT PHASE (20% of design services fee)

- Based upon the approved schematic design, develop design development documents including site plan, building floor plans, building and wall sections, building elevations and engineering.
- Develop site plan to include addition outline, grading, utility entrances, and parking and traffic design, and landscape design.
- Show furniture, fixtures, equipment, and casework layouts on plans.
- Material types and major sections to show relevant conditions with detail locations identified.
- Structural system design as needed and wall types with details for connections identified.
- HVAC systems determined and their requirements reflected and indicated in documents such as piping, ducts, louvers, supply and return grills, etc.
- Plumbing fixtures located and supply, waste, and vent diagrams provided.
- Electrical systems sized, loads updated, located on plans including electrical devices such as panels, HVAC service, receptacles, interior and exterior lighting.
- Meet with stakeholders as required to complete phase.

CONSTRUCTION DOCUMENTS PHASE (35% of design services fee)

- Based upon the approved design development documents, prepare construction documents for bidding and construction to include drawings, specifications, and other bid documents.
- Prepare drawings and specifications that set forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in later phases.
- Meetings as appropriate with city staff and department to complete the required tasks.
- Obtain approval of the City for acceptance of scope of work and authorization to issue for bidding.

BIDDING AND PERMITTING PHASE (5% of design services fee)

- Based upon the approved construction documents, submit documents for bidding and building permit to include drawings, specifications, and bid documents.
- Assist the construction manager-at-risk to hold pre-bid meeting to familiarize contractors and subcontractors with project scope.
- Assist with bid questions and prepare addenda as required.
- Assist in evaluation of bids and recommendations to owner.
- Present final bids to City Council, other elected officials, or key city staff for final approval.
- Submit drawings containing professional seal to Governing Authority to obtain building permit. Building permit fees will be paid by the city.
- Respond to permit questions/comments through updated drawings or written narratives to assist in obtaining building permit.

CONSTRUCTION ADMINISTRATION PHASE (20% of design services fee)

Attend and participate in the construction kickoff meetings.

- Prepare and provide formal responses to Requests for Information (RFIs).
- Prepare and issue Architectural Supplemental Instruction (ASI) as necessary.
- Review Change Order Requests (COR) as generated by the Contractor and provide recommendation to the city.
- Review and provide written comments on all Pay Applications from the Contractor.
- Review and provide written comments on all Contractor generated submittals, shop drawings, samples, and substitutions.
- Actively participate bi-weekly in site progress meetings with the Owner and Contractor.
- Provide bi-weekly site observation reports of work in progress/completed.
- Facilitate technical meetings as may be required.
- Coordinate attendance of design team members as necessary to support City and Contractor throughout design and construction phases.
- Upon request of Contractor, provide substantial completion verification and expeditious, complete punch list for all disciplines of work.
- Provide Certificate of Substantial Completion to City.
- Develop punch list and back check it when contractor is completed.

OTHER SERVICES/OPTIONAL SERVICES SCOPE OUTLINE

CITY PLANNING DEPARTMENT APPROVAL PROCESS

It is anticipated that a set of documents will be submitted to the city's planning department during the design development phase. Design team will attend city meetings as needed. Our team will also respond to city planning staff comments and revise the planning submittal as needed.

PROFESSIONAL RENDERINGS

Hoefer Welker will create 3D images and renderings in house for city use as part of our basic services. If the city would like us to hire a third party illustrator to create professional renderings, this service would include two (2) renderings.

EXISTING FURNITURE INVENTORY

Our team will review all of the existing police department areas and provide a list of each piece of furniture and equipment. This would include assessment of the product as well as the dimensions of each item. This information would aid the city in determining what can be reused and what needs to be purchased new for the facility.

FURNITURE DESIGN

Architect will provide general layouts of furniture and equipment as part of basic services. Additional services can be provided that would select, design, and specify furniture and equipment as necessary to create bid packages for procurement.

RECORD DOCUMENTS

After construction completion, architect to take contractor completed as-built markups and update document set to include field revisions.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: September 23, 2024

A/R No.: 2024-219

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: Resolution Accepting the Storm Sewer, Sanitary Sewer and Water Main Improvements for the Withers Farm Senior Living Project

Summary:

- Public improvements to storm sewer, sanitary sewer, and water mains were constructed to facilitate the development of the Withers Farms Senior Living Apartments.
- The above referenced project has been completed and constructed according to the plans and specifications of the City of Liberty.

Background:

The Withers Farms Senior Living Apartments development is located at 2187 S. Withers Road. The development constructed public storm sewers, public sanitary sewer mains, and public water mains to facilitate the construction of apartment buildings and a clubhouse. The public improvements were constructed by Excel Cosntructors, Inc. in accordance with City plans and specifications.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. 219-24 RESOLUTION Accept Project Withers Farms

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE STORM SEWER, SANITARY SEWER, AND
WATER MAIN IMPROVEMENTS FOR THE WITHERS FARM SENIOR LIVING
PROJECT

WHEREAS, the project has been completed by Excel Constructors Inc.; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby
accept the Liberty Public Schools Distribution Center Project (PWKS-7-21-13796);

PASSED by the City Council of Liberty, Clay County, Missouri, this _____ day
of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**

Meeting Date: September 23, 2024

A/R No.: 2024-226

Department: Administration

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

Subject: Resolution Authorizing the Mayor to Execute a Rehabilitation
Agreement with the Liberty Commons Community Improvement District

Summary:

A Rehabilitation Agreement with the Liberty Commons Community Improvement
District

Background:

The Liberty Commons Community Improvement District may exercise its powers to
provide or contract for cleaning, maintenance and other services to public and private
property located within the District. The City and the District have determined that
certain improvements within the development have fallen into disrepair and that
rehabilitation of the area will benefit the public by improving the streetscape and other
publicly enjoyed esthetics within the District.

Under this agreement, the City will work to rehabilitate improvements within the District
as fully outlined in the agreement.

The City will have until June 30, 2025, to complete work under this agreement. Once
all possible work is completed, the City shall request reimbursement of actual costs
from the District up to a maximum of \$200,000.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

	Funding Source:	Amount:
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Attachments:

1. Resolution approving LC Improvements Rehab Agmt

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REHABILITATION
AGREEMENT WITH THE LIBERTY COMMONS COMMUNITY IMPROVEMENT
DISTRICT

WHEREAS, the Liberty Commons Community Improvement District (the
“District”) has been exploring alternatives for addressing certain deferred maintenance
problems within the Liberty Commons development; and

WHEREAS, most or all of the repairs currently needed can be performed by
contractors already under contract with the City, such as for asphalt or concrete
replacement, or directly by City work crews, and the District is willing to reimburse the
City for all expenses incurred in performing such work; and

WHEREAS, an intergovernmental agreement between the City and the District
has been proposed, in the form of the Liberty Commons Improvement Rehabilitation
Agreement attached as Exhibit 1 hereto, that will establish the terms under which the
City would perform work and be reimbursed for its costs;

NOW, THEREFORE, the City Council hereby approves the Liberty Commons
Improvement Rehabilitation Agreement and authorizes the Mayor to execute and deliver
said agreement to the District.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

LIBERTY COMMONS IMPROVEMENT REHABILITATION AGREEMENT

THIS LIBERTY COMMONS IMPROVEMENT REHABILITATION AGREEMENT (this “**Agreement**”), is made and entered into as of this _____ day of September, 2024 (the “**Effective Date**”), by and among the LIBERTY COMMONS COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri having a principal office at 101 E. Kansas Street, Liberty, Missouri 64068, Attn: Board Chair (the “**District**”); and the CITY OF LIBERTY, MISSOURI, a charter city and Missouri municipal corporation having a principal office at 101 E. Kansas Street, Liberty, Missouri 64068, Attn: City Clerk (the “**City**”).

RECITALS

- A.** The District was formed as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”) to undertake, facilitate and promote certain actions, projects and programs designed to revitalize an area within the City (collectively, the “**Development Project**”).
- B.** The property known as the Liberty Commons shopping center is situated on real property within the boundaries of the District. The City and the District have determined that certain improvements within said area have fallen into disrepair and that rehabilitation of the area will benefit the public by improving the streetscape and other publicly enjoyed aesthetics within the District. The District, pursuant to Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended, may exercise its powers to provide or contract for cleaning, maintenance, and other services to public and private property located within the District.
- C.** The City has proposed to perform and fund a project to rehabilitate certain improvements within the District, as more specifically described herein (the “**Project**”). The District and the City are each desirous of facilitating the Project, and the District is willing reimburse the City for its cost to complete the Project, all in accordance with and subject to the terms and conditions of this Agreement.
- D.** The District and the City are each empowered to contract and cooperate with each other for cooperative action pursuant to Sections 70.210 of the Revised Statutes of Missouri on matters within the scope of powers of either party.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the City each hereby agrees as follows:

1. Project.

- 1.1 Scope of Work.** The scope of work for the Project shall be to repair, replace, or otherwise rehabilitate the following improvements and conditions within the District:
 - 1. Replacement of a missing stop sign at the South Stewart Road entrance to Academy Sports
 - 2. Repair and/or replacement of a damaged fence along the southern boundary of the development, behind the main commercial building

3. Repair or other rehabilitation of the trash enclosures within the development including without limitation the broken door of the enclosure behind the Petco/233 S. Stewart Road
4. Repair of a large pothole on the far northwestern corner of Academy Sports' parking area
5. Removal of existing dead or dying landscaping as needed throughout the site and replacement of plantings consistent with the approved landscaping plan on file with the City
6. Assessment, repair, and/or rehabilitation of the fountain in the S. Stewart Road roundabout, which should generally be in operation during the months of May through October
7. Repair or replacement of several existing damaged or deteriorated curbs within the development

Notwithstanding the foregoing description of the Project, the City may in its sole discretion elect to perform less than the full scope of work. The City agrees to use all reasonable efforts to complete work on any individual item once work begins on it. If assessment of the fountain in Item No. 6 determines that repair or rehabilitation is not feasible or cost effective, then, after consultation with the District, said fountain may be altered, covered, or removed.

- 1.2 **Performance of the Work.** The City shall undertake at its sole cost and expense to provide all labor, tools, materials, and equipment necessary to complete the Project. The City may have some or all of its work on the Project performed by subcontractors, provided that any such subcontractors are selected through a competitive process consistent with the requirements of the City's ordinances for other City projects. Work on the Project shall be performed at all times in a clean, safe, and workmanlike manner including clean-up of the surrounding area. In performing work on the Project, the City or any contractor or subcontractor of the City shall not unreasonably block other sidewalks or other travel areas and surfaces for a period of time longer than necessary to complete the Project, shall exercise due care, and shall clean up and remove all tools and materials upon completion.
2. **Project Cost and Reimbursement.** Upon completion of the Project by the deadline stated in Section 3 below, the City shall be entitled to reimbursement from the District of the City's actual costs expended on the Project, up to a maximum reimbursement of \$200,000. To the extent the actual project costs exceed this amount, the City shall be responsible for all excess costs.
3. **Time for Performance; Force Majeure.** This Agreement shall be effective upon the Effective Date. The City shall commence the Project promptly after execution of this Agreement, shall faithfully and diligently pursue work on the Project until its completion, and shall cause all work on the Project to be completed no later than **June 30, 2025**. Notwithstanding the foregoing provision, the City may elect to terminate this Agreement by providing at least five (5) days advance notice to the District, and in the event of such termination, the City shall remain entitled to reimbursement for all of its actual costs incurred by performance of work pursuant to this Agreement through the effective date of termination.
4. **Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested:

- (i) In the case of the District, to:

Liberty Commons Community Improvement District
101 E. Kansas Street
Liberty, Missouri 64068
Attention: Chair
with a copy to:

Cunningham, Vogel & Rost, P.C.
3660 S. Geyer Road, Suite 340
St. Louis, Missouri 63127
Attention: Greg Dohrman, Esq.

- (ii) In the case of the City, to:

City of Liberty, Missouri
101 E. Kansas Street
Liberty, Missouri 64068
Attention: City Administrator
with a copy to:

City Attorney
101 E. Kansas Street
Liberty, Missouri 64068

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

5. **Indemnification.** To the fullest extent permitted by law, the City agrees to defend with counsel selected by the District, and indemnify and hold harmless the District, 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 District or others, arising from negligent acts, errors, or omissions of the City or its contractor or subcontractors, or claims relating thereto. The City shall not be liable for any loss or damage attributable solely to the negligence of the District.
6. **Accounting.** During the period of this Agreement, the City shall maintain books and accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The District shall, at reasonable times, have access to these books and accounts to the extent required to verify all costs incurred for the Project by the City.

[Remainder of page left blank intentionally. Signatures appear on the following page.]

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

LIBERTY COMMONS COMMUNITY IMPROVEMENT DISTRICT
(the “**District**”)

By: _____

Printed Name:

Title:

ATTEST:

Secretary

CITY OF LIBERTY, MISSOURI (the “**City**”)

By: _____
Mayor

ATTEST:

City Clerk



CITY COUNCIL ACTION REPORT

Meeting Date: September 23, 2024

A/R No.: 2024-221

Department: Parks & Recreation

Submitted By: Erika Brant

Subject: Resolution Authorizing Acceptance of a Financial Assistance Agreement with The Missouri Department of Natural Resources for the Reimbursement of Cost for Use of Recycled Materials for the Playground Safety Surface at the Playground off of Park Lane in Westboro/Canterbury Park

Summary:

The Parks & Recreation Department is planning to update the playground safety surface at the playground off of Park Lane in Westboro/Canterbury Park in 2025.

As a way to help offset the costs of these upgrades, staff applied for a grant from the Missouri Department of Natural Resources for a scrap tire surface material grant for the playground surface.

Staff was awarded the grant in an amount not to exceed \$40,000.00 and recommend signing the financial assistance agreement with the Missouri Department of Natural Resources to accept the funding.

Background:

In 2025, the Park staff plans to upgrade the playground surface at the playground off of Park Ln. in Westboro/Canterbury Park from mulch to a recycled scrap tire safety surface. This recycled pour-in-place surface is preferred because it makes the playground more inclusive, and frees up funds from the labor and supplies used to re-mulch playgrounds each year.

The City of Liberty Parks and Recreation Master Plan (Goal 3, Objective 3.4) recommends making all parks inclusive and accessible. According to the associated community survey, having accessible and safe playgrounds in parks was rated a "*High Priority*" item. This rating indicates that any improvements in this area are likely to have a positive impact on the greatest number of households. Safety surface replacement in this playground is highly desirable and has been requested from citizens that use the park. This project meets that neighborhood request.

The Missouri Department of Natural Resources has an annual grant opportunity to apply for a reimbursement grant for scrap tire playground surfaces. Staff applied for a \$40,000.00 grant, which will cover the majority of the project expenses. Staff anticipate the project will cost around \$43,000.00 total. Funding required over the grant reimbursement amount will be covered by the 2025 Parks & Recreation budget.

Previous Action (if applicable):

The Parks & Recreation Department has participated in and been awarded this grant in the past. Most recently, it was used for a playground surface at the new playground at Bennett Park near the sand volleyball court.

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: 09/12/2024

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 MO Dept of Natural Resources Scrap Tire Grants 9.11.2024 (1) (1)
2. #2 FAA T240033 City of Liberty
3. Westboro Canterbury Playground Map & Photos

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACCEPTANCE OF A FINANCIAL ASSISTANCE
AGREEMENT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES
FOR THE REIMBURSEMENT OF COST FOR USE OF RECYCLED MATERIALS FOR
THE PLAYGROUND SAFETY SURFACE AT THE PLAYGROUND OFF OF PARK LN.
IN WESTBORO/CANTERBURY PARK

WHEREAS, the City of Liberty established the importance of safe and sustainable play structures for our youth; and

WHEREAS, assistance to subsidize improvements to our community parks was sought through the application of a reimbursement of funds grant from the Missouri Department of Natural Resources for use of recycled materials.

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

1. The City hereby authorizes acceptance of reimbursement funding from the Missouri Department of Natural Resources to install a pour-in-place recycled tire surface at the playground off of Park Ln. in Westboro/Canterbury Park.
2. BJ Staab, Director of the City of Liberty Parks & Rec Department is authorized to sign the Financial Assistance Agreement and any other official project documents that are necessary to obtain assistance, including any agreements, contracts or other documents that are required by the Missouri Department of Natural Resources.
3. The City of Liberty Parks & Rec Department is prepared to complete the Project within the time period identified on the signed Financial Assistance Agreement.

PASSED by Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK



MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION

RECIPIENT NAME City of Liberty		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (816) 439-4400		
ADDRESS 1600 S Withers Rd		CITY Liberty	STATE MO	ZIP CODE 64068
UNIQUE ENTITY ID 446000213	AWARD NUMBER T240033	BUDGET PERIOD 11/1/2024-04/30/2026	PROJECT PERIOD 11/1/2024-04/30/2026	
RECIPIENT PROJECT MANAGER NAME Erika Brant		RECIPIENT PROJECT EMAIL ADDRESS ebrant@libertymo.gov	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (816) 439-4363	

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))
Westboro/Canterbury Park Playground Grant

The installed surface will be approximately 41 ft wide by 83 ft long and will support a fall height of 6' - 8' with a depth of 2.5"-3.5". The existing mulch surface would be removed, and the manufacturer-approved base would be installed. The surfacing material to be used is poured-in-place surfacing consisting of recycled SBR rubber buffings with color and black EPDM. Overall, we estimate using 21,500 lbs of recycled materials, 100% of which will be Missouri waste tires.

Additional Funds not provided by the Grant. \$2,363.46

TYPE OF ASSISTANCE New Award ☒ Amendment ☐	SOURCE OF FUNDING Federal ☐ State ☒ Other ☐	CFDA NUMBER	CFDA NAME
STATE PROJECT MANAGER NAME Laura Payton		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE 573-751-6971	INDIRECT COST RATE FOR RECIPIENT

RESEARCH AND DEVELOPMENT YES ☐ NO ☒	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED					
PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 0.00	0.00 %	\$ 0.00	0.00 %	\$ 0.00	0.00 %
State/Other Award:	\$40,000.00	100 %	\$ 0.00	0.00 %	\$40,000.00	100%
Recipient Match:	\$0.00	0.00%	\$ 0.00	0.00 %	\$0.00	0.00%
Total Award:	\$40,000.00	100 %	\$ 0.00	0.00 %	\$40,000.00	100 %

AGREEMENT ADMINISTRATION

THE ATTACHMENTS IDENTIFIED BELOW ARE INCORPORATED BY REFERENCE AS THOUGH FULLY RESTATED HEREIN. THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES		APPLICATION NUMBER	RECIPIENT APPLICATION, AS NEGOTIATED, DATED		
BUDGET PLAN Attachment #	DETAILED SCOPE OF WORK Attachment #	SPECIAL CONDITIONS Attachment #	GENERAL TERMS AND CONDITIONS Attachment # 4	SUSPENSION/DEBARMENT Attachment #	PUBLIC LAW Attachment #
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment # _____	CERTIFICATE REGARDING LOBBYING Attachment #	INVOICE Attachment # 3	ADDITIONAL ATTACHMENTS Attachment # 1 App & Supporting D Attachment # 2 FAA	

AMENDMENT INFORMATION

AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)
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FEDERAL AWARD INFORMATION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

FEDERAL AWARING AGENCY	FEDERAL AWARD ID NUMBER	PASS THROUGH ENTITY NAME MoDNR,	
FEDERAL FUNDING YEAR	FEDERAL AWARD DATE	TOTAL AMOUNT OF FEDERAL AWARD \$	INDIRECT COST RATE FOR MoDNR %
HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES ☐ NO ☐ *This question is optional.			
IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES ☐ NO ☐ *This question is optional.			

APPROVAL

I am at least 18 years old, and certify I am duly authorized to accept this award for recipient using electronic signature. The recipient understands and agrees it is a condition precedent to receive reimbursement that recipient comply with and is not in breach or default of all terms and conditions of this award stated above and attached hereto, and that no request for reimbursement will be processed unless it is presented in proper form.

RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED)	SIGNATURE	DATE
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) Darcy Bybee, DAS Director	SIGNATURE	DATE

780-2664 (10-23)

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking “Yes” in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter “1” if it is the first amendment, enter “2” if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm>.

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

MAPS OF WESTBORO/CANTERBURY PARK



Westboro/Canterbury Playground, 1456 Park Ln., Liberty, MO 64068

CURRENT PHOTOS OF THE PLAYGROUND





To: City Council Members
From: Greg Canuteson, Mayor
Subject: Boards and Commissions Appointments
Date: September 23, 2024

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

1. Enhanced Enterprise Zone Board
 - a. Reappoint Ralph Boots to a term expiring 8/1/2028.
 - b. Reappoint Wes Blanton to a term expiring 8/1/2029.
 - c. Reappoint Kenan Radar to a term expiring 8/1/2029.
2. Liberty Preservation & Development Commission
 - a. Reappoint Don Altis to a term expiring 9/1/2027.
 - b. Reappoint Dail Hobbs to a term expiring 9/1/2027.
3. Planning & Zoning Commission
 - a. Reappoint Walter Holt to a term expiring 1/1/2027.
 - b. Reappoint Donald Summers to a term expiring 1/1/2027.
 - c. Reappoint Judith Dilts to a term expiring 1/1/2027.
4. Tax Increment Financing Commission
 - a. Reappoint Kevin Graham to a term expiring 10/31/2028.