



Agenda

City Council Regular Session

Monday, October 14, 2024 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. Council Member Adam Travis

III. Roll Call

IV. Montage Update and Presentation

V. Proclamations

VI. Approve Minutes and Summaries

VII. Meeting Schedule

VIII. Consent Agenda

- A. Motion To Approve the Purchase of Service Desk Plus Enterprise Edition - Perpetual Model Computer Software from Manage Engine in an amount not to exceed \$33,954.00
- B. Motion to Approve the Purchase of a New Holland Powerstar 75 Tractor with Mower from Fries Ag & Turf, LLC in an amount not to exceed \$51,946.32
- C. Motion to Approve a Blanket Purchase Order for Road Salt from Independent Salt Company in an amount not to exceed \$81,000.00
- D. Resolution Approving a Temporary Event Liquor License for St. James Catholic School's 35th Annual Auction Run for the Saints at St. James Church, 309 S. Stewart Road, Liberty, MO on November 2, 2024

IX. Public Hearings

X. Ordinances, Contracts and Resolutions

- A. Ordinance Acknowledging Vendor Payments for the Period of September 13, 2024 to October 4, 2024
- B. Ordinance of the City of Liberty, Missouri Amending Chapter 30, Unified Development Ordinance, Relating to Marijuana Businesses in Compliance with Amendment 3 to the Missouri Constitution (P&Z Case 23-20A)
- C. Ordinance of the City of Liberty, Missouri Amending Chapter 22, Offenses-Miscellaneous, Relating to Marijuana in Compliance with Amendment 3 to the Missouri Constitution and Controlled Substances
- D. Ordinance Approving an Agreement with Capitol Federal Savings Bank Authorizing a Two-Year Partnership for Naming Rights of the Liberty Sports Complex in an amount not to exceed \$55,000.00

- E. Ordinance Approving a Subaward Agreement with the 2024 American Rescue Plan Act State and Local Fiscal Recovery Funds First Responder Capital Improvement and Interoperable Communications Equipment Grant for Radios and Communication Equipment for the Fire Department in an amount not to exceed \$194,951.10
- F. Ordinance Approving an Agreement with the 2024 American Rescue Plan Act State and Local Fiscal Recovery Funds First Responder Capital Improvement and Interoperable Communications Equipment Grant for Radios and Communication Equipment for the Police Department in an amount not to exceed \$259,667.38
- G. Ordinance Approving a Contract for the City of Liberty Project 24-008, South Liberty Parkway (SLP) Roundabout Design Concept Project with George Butler Associates, Inc. in an amount not to exceed \$174,780.00
- H. Ordinance Accepting Permanent Public Easements for the M-291/Blue Jay Traffic Signal and Stewart/M-291 Intersection Project
- I. Ordinance Amending Ordinance No. 11901 Approving a Change Order with Inco USA, LLC for City of Liberty Project 24-003 2024 Concrete Flatwork Replacement Project Increasing the Contract Amount by \$21,840.45 from \$68,292.39 to \$90,132.84
- J. Ordinance Approving a Contract with Heartland Traffic Services, Inc. for the City of Liberty 2024 Annual Pavement Marking Project (24-019) in an amount not to exceed \$78,914.05
- K. Ordinance Amending Ordinance No. 11951, Approving a Contract with the Mid-America Regional Council Pertaining to Senior Services by Approving Amendment #1 Increasing the Set Maximum Reimbursement Rates by \$33,473.53 from \$143,250.00 to \$176,723.53 from a Period of July 1, 2024 through June 30, 2025
- L. Ordinance Amending Ordinance No. 11556 Approving a Contract Between the City of Liberty and VSM Engineering LLC by Increasing the Contract Amount by \$45,997.50 from \$129,250.00 to \$175,247.50 for the Mississippi Street and Liberty Drive Design Project
- M. Ordinance Amending Ordinance No. 11854 Approving a Final Change Order with Zipco Contracting, Inc. by Increasing the Contract Amount by \$2,180.00 from \$152,050.00 to \$154,230.00
- N. Ordinance Authorizing the City of Liberty, Missouri to Enter Into an Equipment Lease Purchase Agreement and Authorizing and Approving Certain Documents in Connection with the Delivery of the Lease
- O. Security Alarm Services
 - 1. Ordinance Amending Chapter 22, "Offenses-Miscellaneous", of the Code of the City of Liberty, Clay County, Missouri
 - 2. Ordinance Approving a Contract with CentralSquare Technologies, LLC

for CryWolf Security Alarm Software

- P. Resolution Accepting the 2024 Concrete Flatwork Replacement Project with Inco USA, LLC
- Q. Resolution Authorizing the Filing of a Grant Application with the Land and Water Conservation Fund for the Renovation of Place Liberté Park within the City of Liberty, Missouri

XI. Other Business

XII. Citizens' Participation

XIII. Miscellaneous Matters from City Administrator

XIV. Miscellaneous Matters from Mayor and City Council

XV. Adjournment

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



**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 14, 2024

A/R No.: 2024-236

Department: Technology & Logistics

Submitted By: Wade Thomas, Director
Technology & Logistics

Subject: Motion To Approve the Purchase of Service Desk Plus Enterprise Edition - Perpetual Model Computer Software from Manage Engine in an amount not to exceed \$33,954.00

Summary:

- Service Desk Plus is the Technology and Logistics department's help desk and knowledge base system. To date, it has been a subscription service. As this software system will be in place for the foreseeable future, staff have decided to convert this to a perpetual license. This will essentially purchase the right to use the software outright with lifetime savings on the cost of the software.
- This purchase also has co-termed an existing renewal for Endpoint Central service through the company. This is our system for tracking IT assets and distribution such as PCs, laptops, drivers, software, etc.

Background:

- To date, the annual subscription cost has been roughly \$10,000/yr, increasing year after year.
- Switching to a perpetual license will have a one-time cost of \$39,785.00 before a discount of \$5,831.00 for a net one-time purchase of \$33,954.00.
- This purchase also included another co-termed renewal for Endpoint Central service through the company. This is our system for tracking IT assets and distribution such as PCs, laptops, drivers, software, etc.

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: 100-57030-070-00000 Line Item:	Amount: \$33,954.00 Amount:
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	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Quote for purchase/renewal

ZOHO Corp, 4141 Hacienda Drive, Pleasanton, CA 94588, USA

ManageEngine Pricing

Zoho Corp is pleased to provide a price quote for ManageEngine products. The pricing model is described in the table below

Quote ID – 2378760RUSDPRDC

Dated: 27 Sep 2024

SKU	Product Description	Amount (in \$)
46239.31N	ManageEngine Service Desk Plus Enterprise Edition - Perpetual Model - Single Installation License fee for 20 Technicians (1000 nodes)	32,395.00
46239.31M	ManageEngine Service Desk Plus Enterprise Edition - AMS Model - Annual Maintenance and Support fee for 20 Technicians (1000 nodes) valid till 2025-09-28.	6,479.00
85710.0M3	ManageEngine Endpoint Central Enterprise(Distributed) Edition - AMS Model - Annual Maintenance and Support Fee For 400 Computers and Single User License valid till 2025-09-28.	2,623.00
85510.0MU4	ManageEngine Endpoint Central Enterprise(Distributed) Edition - AMS Model - Annual Maintenance and Support fee for Additional 11 Users (Total 12) valid till 2025-09-28.	1,036.00
85510.0MES3	ManageEngine Endpoint Central Enterprise(Distributed) Edition - AMS Model - Endpoint Security - Annual Maintenance and Support fee for 400 Workstations valid till 2025-09-28.	1,673.0
Total		44,206.00
Non-profit discounts		4,421.00
Special one-time Perpetual Upgrade discount for SDP		5,831.00
Grand total		33,954.00

Important Note: Net-60. Local taxes as applicable.

1. Validity

Prices are open for acceptance for 30 days from the date of offer. Please reconfirm the prices after the expiry date or before sending your Purchase Order.

2. Payment Terms

- a) Net 60 Days.

3. Payment Mode

- You can purchase through our online store (or) I can send you a customized link to purchase through a credit card.
- Please issue Purchase Order via email to **Arvind@manageengine.com** along with the end user email address.
- Please mention the Accounts Payable contacts in the PO.

- d) Zoho Corp accepts payment by valid company check or wire transfer. Please contact Zoho Corp for wire transfer particulars.

Sincerely,
Arvind
Sales – Coordinator
E-mail: arvind@manageengine.com
Direct: +1 925 251 3778
Fax: +1-925-924-9600

ZOHO Corp, 4141 Hacienda Drive, Pleasanton, CA 94588, USA



**CITY COUNCIL
ACTION REPORT**
Meeting Date: October 14, 2024
A/R No.: 2024-237

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: Motion to Approve the Purchase of a New Holland Powerstar 75 Tractor with Mower from Fries Ag & Turf, LLC in an amount not to exceed \$51,946.32

Summary:

Approve a motion to authorize payment to Fries Ag & Turf for \$51,946.32 for the purchase of a New Holland Powerstar 75 Tractor with Mower.

Background:

The annual Capital Improvement Plan completed with the annual budget has allocated funds for the purchase of critical equipment necessary for the maintenance of infrastructure and delivery of services for the City. Public Works maintenance staff have identified a 2021 tractor mower that needs replacement due to reliability issues. Public Works requested bids for a new Holland Powerstar 75 and the bids were received and included a trade-in value of \$25,000.00 from both of them.

The bid tabulation is as follows:

<u>Bidder:</u>	<u>Price</u>
Fries Ag & Turf	\$51,946.32
Skyview Equipment	\$52,500.00

Staff is recommending the purchase of the New Holland Powerstar 75 tractor with mower via the cooperative bid provided by Fries Ag & Turf for \$51,946.32.

Previous Action (if applicable):

Policy/Committee Review:

x Citizen Sales Tax Oversight Committee	Completed/Recommended: Approved September 2024
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

x Budgeted:	Line Item: 351-70001-202 Line Item:	Amount: \$51,946.32 Amount:
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	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. New Holland Kearney quote



Retail Offer

CUSTOMER INFORMATION:	DEALERSHIP
CITY OF LIBERTY LIBERTY LIBERTY, MISSOURI 64068 USA	FRIES AG & TURF, LLC 100 N PLATTE CLAY WAY KEARNEY, MO 64060 US 816-759-0499 SALESPERSON: BRENT MILLER - 816-759-0499

Retail Offer Number:	0001137537-1	Retail Offer Valid to:	08/31/2024
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Description:	POWERSTAR 75
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UNITS OFFERED			
Unit # 1 POWERSTAR 75		List Price	85,218.00
Vehicle / Quote Number:	0019485261	Offered Price	67,322.22
Sales Order Number:	0087791721	Physical Damage Ins. (Deductible \$/ months)	
VIN/Serial #:		Purchase Protection Plan	2,940.00
		Setup	1,800.00
		Delivery	100.00

ADDITIONAL ITEMS		
Item	719195250 3RD REAR HYDRAULICS	1,606.1
Item	710225250 Front Weight Bracket	730.00
Item	710226250 6 Front Weights 88lb	1,453.00
Item	VKNH655TL Front 3rd Function	995.00
Additional Item Subtotal		\$4,784.10

TRADE IN DETAILS	
WORKMASTER 75	
Value	25,000.00
Trade Remaining Payment	0.00
Equity	25,000.00
Trade Ins Subtotal	\$-25,000.00

Total	\$76,946.32
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Down Payment	\$0.00
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Total Offer Value	\$51,946.32
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FINANCING INFORMATION					
Financed By	N/A	Amount Financed	51,946.32	Term in Months	
Loan Type		Rate Type		Interest Rate	

Vehicle Configuration**Vehicle / Quote Number: 0019485261, 0087791721**

NORMAL	NORMAL OFFER		332035	3-PT EXTERNAL CONTROL (MECH)	
NHAG	NEW HOLLAND AG		336914	NON SELF LEVELING LDR +SSQA	
75HP	75 HP		744574	FUEL TANK + PROTECTION	
CAB	CAB		391013	ENGINE F5C T4	
	Base price	81,913.00	390018	FAN	
NAFTA	FCP PRICE		336750	84" BUCKET	
743545	A PILLAR EXHAUST W/GUARD		X99803X	STANDARD PACKAGING	-3,074.00
390200	AIR CLEANER W/ PRE-CLEANER		334255	USA ENGLISH CONFIGURATION	
390215	LESS FRONT CARRIER AND WEIGHTS		332998	TOOLBOX	
743552	25 MPH (40 KPH)		743576	2 EXTERNAL MIRRORS	
330276	12X12 POWER SHUTTLE		334183	DELUXE CAB W/HIVIS PANEL	
759176	HAND OPERATED PARKING BRAKE LE		332717	2 FRONT & 2 REAR ROOF WK LIG	
390381	REAR MECH DIFFERENTIAL LOCK		743598	FLEX ENDS TLSPC STABILIZERS	
743558	LESS WATERPROOF TRANSMISSION		392905	SWINGING DRAWBAR LESS CLEVIS	
744580	4WD ELECTRO HYD LIMITED SLIP		390860	LESS FRONT FENDERS	
8232404	11.2R24 R1W	1,456.00	743599	REAR FENDERS (30-34)	
8355404	16.9R30 R1W	3,173.00	332850	DELUX FABRIC SEAT W/AIR SUSP	
330470	4 X 110 LB REAR WHEEL WEIGHTS	810.00	762167	2MMV+DIV W/JOYSTICK NEW TRIM	940.00
334992	STD+30AH+HORN+ACS		743569	2 REMOTES 4 COUPLERS	
743585	100 AH BATTERY		743563	12.5 GPM IMPLEMENT PUMP	
743565	540 RPM PTO		743595	LIFT-O-MATIC PLUS	
334218	FAS SUPPORT + FHPL READY			Total List Price	\$85,218.00



**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 14, 2024

A/R No.: 2024-238

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: Motion to Approve a Blanket Purchase Order for Road Salt from Independent Salt Company in an amount not to exceed \$81,000.00

Summary:

Provide road salt for the treatment of roadways during snow and ice events in the winter driving season.

Background:

Due to the anticipated demand for road salt over the winter months, it is necessary to arrange for the purchase of the required salt material at this time. Authorization of this blanket purchase order will ensure delivery of materials as necessary to replenish the inventory of road salt utilized during the upcoming winter season. This purchase will be treated as a balance sheet inventory item. When quantities are consumed, the commodity will be charged to the expense budget and the inventory balance reduced. The proposed 2025 budget will include adequate funds to cover expenses. .

The City of Gladstone coordinated a cooperative bid process for the supply of road salt, with the agencies including; Gladstone, Liberty, Excelsior Springs and Clay County.

Prices received are as follows:

Independent Salt Company	\$60.49 per ton
Hutchinson Salt Company	\$64.18 per ton

The cost of salt has stayed close to the previous year's price of \$60.78 per ton, and was also contracted through Independent Salt Company. Based on the bid cost for the upcoming winter weather, we find that the proposed price is reasonable.

Staff recommends approval of a purchase order from Independent Salt Company in the amount of \$81,000.00.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

x Budgeted:	Line Item: 100-57038-203	Amount: \$81,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Independent Bid 2024-2025
2. Bid Tab 2024-2025

REQUEST FOR PROPOSAL

You are invited to submit a firm price quotation on approximately 7,200 tons of medium crushed salt, delivered in 100-ton bulk lots, larger quantities at City or Participating Entity's option. Material requested to be delivered will be transported and unloaded to one or more of the following designated facility locations:

City of Gladstone
Contact: Steve Query
steveq@gladstone.mo.us
Phone: (816) 436-5442
4000 NE 76th Street
Gladstone, MO 64119

Clay County Road and Bridge
Contact: Terri Griffen
tgriffen@claycountymo.gov
Phone: (816) 407-3300
16616 NE 116th Street
Kearney, MO 64060

City of Liberty
Contact: Sheri McIntyre
smcintyre@libertymo.gov
Phone: (816) 439-4501
400 Suddarth
Liberty, MO 64068

Excelsior Springs
Contact: Chad Birdsong
cbirdsong@excelsiorsprings.gov
Phone: (816) 630-0755 ext. 423
1298 South Marietta
Excelsior Springs, MO 64024

Delivery hours for the facilities are from 8:00am to 2:30pm Monday through Friday. The vendor must provide advanced notice and delivery coordination schedule. Unless otherwise specified at the time of order, delivered materials shall be supplied no later than ten (10) calendar days from receipt of order.

ESTIMATED QUANTITY:

City of Gladstone	3,000 Tons bulk rock salt
Clay County	3,000 Tons bulk rock salt
City of Liberty	800 Tons bulk rock salt
City of Excelsior Springs	400 Tons bulk rock salt

MATERIAL ORDERS: Orders for materials shall be made separately pursuant to individual needs by the City and each of the Participating Entities. Orders by the City and each of the Participating Entities will be made through separate individual purchase orders. All receiving, inspection, payments, and other procurement administration will be the responsibility of the Participating Entities. Disputes arising from the sale of materials to any of the Participating Entities or that result in payment claims shall be severable and shall not affect the sale of orders to the City or any other non-involved Participating Entity.

SPECIFICATIONS: Rock salt must be free from foreign materials and meet ASTM D 632-84 Type 1 Grade 1 specifications. Any deviation from the above specifications shall be noted in writing. All freight charges shall be included in the unit price.

WORKER AUTHORIZATION: Pursuant to Section 285.530(1), RSMo., by its sworn affidavit is substantially the form attached hereto and incorporated herein, the Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. Furthermore, the Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided for in this Agreement.

BID AWARD: The unit price will be used in determining the successful low bidder. The vendor awarded the bid shall be required to enter into a formal agreement with the City. At their option, the Participating Entities may also adopt the bid results and enter into separate formal agreement with the vendor.

This price quotation is firm for the period of September 1, 2024 through August 31, 2025, delivery to be as needed with the City and Participating Entities retaining the right to purchase more or less than 7,200 tons of salt at the bid price depending on the weather conditions encountered. Acceptance of the quotation by the City and Participating Entities in a reasonable length of time constitutes a contract to purchase as needed at quoted prices for the period indicated.

Please fax proposal to the City of Gladstone's Department of Public Works, (816) 423-4162 or e-mail to jennifers@gladstone.mo.us, on or before 5:00 pm, Friday, August 23, 2024.

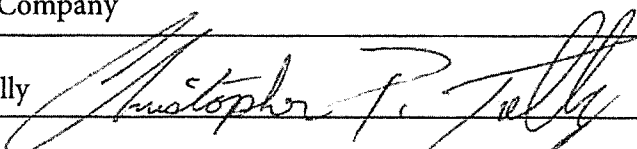
Price per ton (F.O.B. destination, freight charges included)

(7 calendar days expected delivery) \$ \$60.49

Price per ton (F.O.B. destination, freight charges included)

(24 hour emergency delivery) \$ N/A

COMPANY: Independent Salt Company

BY: Christopher P. Tully 

ADDRESS: 1126 20th Rd/ P.O. Box 36

Kanopolis, KS 67454

PHONE: 785-472-4421

DATE: 8/27/24

Cooperative Procurement Option with Clay County and Platte County, MO Jurisdictions:

Will the Vendor agree to provide salt at the unit price(s) listed above to other Clay County and Platte County, MO Jurisdictions interested in participating but not specifically listed above?
Marking "No" will not disqualify the Vendor from bidding on the contract as described.

Yes _____ No X

Please direct any and all inquiries to the City of Gladstone Department of Public Works at (816) 436-5442.

2024-2025 Road Salt Bid Tabulation

Company	7-day Delivery	24-hour Deliver
Independent Salt Company	\$60.49	No Bid
Hutchinson Salt Company	\$64.18	No Bid



**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 14, 2024

A/R No.: 2024-245

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: Resolution Approving a Temporary Event Liquor License for St. James Catholic School's 35th Annual Auction Run for the Saints at St. James Church, 309 S. Stewart Road, Liberty, MO on November 2, 2024

Summary:

Temporary Event Liquor License for St. James Catholic Church

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.

St. James Catholic Church has applied for a temporary liquor license to serve alcohol for the 35th Annual Auction Run for the Saints on November 2, 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 St. James Catholic Church 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 St. James Catholic Church's 35th Annual Auction Run for the Saints on November 2, 2024

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR
LICENSE FOR ST. JAMES CATHOLIC SCHOOL'S 35TH ANNUAL AUCTION RUN
FOR THE SAINTS AT ST. JAMES CHURCH, 309 S. STEWART ROAD, LIBERTY, MO
ON NOVEMBER 2, 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 St. James Catholic School's 35th Annual Auction Run for the Saints at St. James Church, 309 S. Stewart, Liberty, Missouri, on Saturday, November 2, 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

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF September 13, 2024 TO October 4, 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	\$ 221,159.05
CID-LIBERTY COMMONS	600	\$ 2,953.90
TIF-BLUE JAY CROSSING	709	\$ 31,524.17
CAPTIAL SALES TAX FUND	351	\$ 166,614.34
TRANSPORTATION SALES TAX FUND	352	\$ 28,077.79
ECO/DEVO SALES TAX FUND	354	\$ 3,150.00
FIRE SALES TAX FUND	356	\$ 299,679.93
PARKS FUND	460	\$ 19,053.03
SPORTS COMPLEX FUND	461	\$ 50,133.69
COMMUNITY CENTER FUND	465	\$ 47,338.80
TRANSIENT GUEST TAX FUND	244	\$ 10,249.67
POLICE TRAINING FUND	245	\$ 615.30
CEMETERY MAINTENANCE FUND	247	\$ 25,540.39
WATER OPERATING FUND	590	\$ 200,867.74
WASTEWATER OPERATING FUND	591	\$ 151,193.62
WATER CAPITAL FUND	592	\$ 94,382.42
SOLID WASTE FUND	595	\$ 172,548.10
PAYROLL CHECKS & BENEFITS	9/20; 9/27 & 10/4	\$ 2,815,055.79
TOTAL APPROPRIATIONS		<u><u>\$ 4,340,137.73</u></u>

PASSED by the Council this 14th day of October, 2024.

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 14th day of October, 2024.

MAYOR

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 20, 2024

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 09/20/2024 and 09/20/2024;

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										
187654; 09/20/2024; Outstanding; null										
	23	LOZPROMO.COM	19305	09/16/2024	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Northland Injury Law & Liberty Hospital Banners	\$ 785.40
	23	LOZPROMO.COM	19305	09/16/2024	PARKS & RECREATION		465-55043-420-0000 00	SPONSORSHIPS	Northland Injury Law & Liberty Hospital Banners	\$ 385.56
	23	LOZPROMO.COM	19305	09/16/2024	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Adam's Toyota, Northland Injury Law & Liberty Hospital Banners	\$ 317.04
CHECK TOTAL FOR CHECK NUMBER 187654										\$ 1,488.00
187655; 09/20/2024; Outstanding; null										
	69	JERRY CLARK	9/30-10/3	09/13/2024	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	CJIS Conf	\$ 163.50
CHECK TOTAL FOR CHECK NUMBER 187655										\$ 163.50
187656; 09/20/2024; Outstanding; null										
	81	BRADY INDUSTRIES OF KANS	9227547	09/10/2024	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	2024 CITYWIDE CUSTODIAL	\$ 216.58
	81	BRADY INDUSTRIES OF KANS	9238607	09/12/2024	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	2024 CITYWIDE CUSTODIAL	\$ 1,064.58
CHECK TOTAL FOR CHECK NUMBER 187656										\$ 1,281.16
187657; 09/20/2024; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11289	09/03/2024	POLICE		100-55044-501-0000 00	MISCELLANEOUS FEES	Intake Processing, DNA Sample, Lab Exam	\$ 1,426.98
CHECK TOTAL FOR CHECK NUMBER 187657										\$ 1,426.98
187658; 09/20/2024; Outstanding; null										
	147	GUILD COLLECTIVE	3527	09/06/2024	TRANSIENT GUEST TAX		244-55028-119-0000 00	ADVERTISING	Talent for Winter Ad Campaign Shoot	\$ 3,000.00
CHECK TOTAL FOR CHECK NUMBER 187658										\$ 3,000.00

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

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										
187659; 09/20/2024; Outstanding; null										
	151	WORLD FUEL SERVICES CORP	7115889	09/13/2024	PUBLIC WORKS		100-53000-203-000000	GENERAL SUPPLIES	St Fuel	\$ 2,829.83
CHECK TOTAL FOR CHECK NUMBER 187659										\$ 2,829.83
187660; 09/20/2024; Outstanding; null										
	314	RICOH USA, INC	39723549	09/14/2024	FINANCE		100-53031-130-000000	COPIER LEASE & USAGE	Color Copier Lease 10/1/24-10/31/24	\$ 139.85
	314	RICOH USA, INC	39722954	09/14/2024	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	CIU Lease - October	\$ 153.81
CHECK TOTAL FOR CHECK NUMBER 187660										\$ 293.66
187661; 09/20/2024; Outstanding; null										
	327	KATELYN DANIELLE SUTTON	9/17/24	09/17/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 32.00
CHECK TOTAL FOR CHECK NUMBER 187661										\$ 32.00
187662; 09/20/2024; Outstanding; null										
Copier Contract Charge	342	CANON FINANCIAL SERVICES, INC	35180881	09/12/2024	ADMINISTRATI ON		100-53031-110-000000	COPIER LEASE & USAGE	Copier Contract Charge	\$ 152.00
CHECK TOTAL FOR CHECK NUMBER 187662										\$ 152.00
187663; 09/20/2024; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	082024	09/11/2024	HR & RISK MGMT		100-52998-160-000000	EMPLOYEE ASSISTANCE PROGRAM		\$ 1,800.00
CHECK TOTAL FOR CHECK NUMBER 187663										\$ 1,800.00
187664; 09/20/2024; Outstanding; null										
	382	LIEBE STEVENSON	1556	09/12/2024	PLANNING & DVLP		100-59004-150-000000	MEETING EXPENSE	BZA transcript	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 187664										\$ 100.00

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187665; 09/20/2024; Outstanding; null										
	471	VSM ENGINEERING LLC	1228	06/08/2024	PUB WRKS-PO		352-57033-605-0000 00	SIDEWALK MAINTENANCE PROGRAM	SIDEWALK/ TRAIL PROJECT	\$ 7,250.00
CHECK TOTAL FOR CHECK NUMBER 187665										\$ 7,250.00
187666; 09/20/2024; Outstanding; null										
	532	ANGELA WALTERS	QIMT2024	07/30/2024	TRANSIENT GUEST TAX		244-59009-119-0000 00	CONTRIBUTIONS TO PROJECTS	Reimbursement for Tourism	\$ 6,000.00
CHECK TOTAL FOR CHECK NUMBER 187666										\$ 6,000.00
187667; 09/20/2024; Outstanding; null										
	582	MIDWAY FORD TRUCK CENTER INC	R100452798	09/04/2024	FIRE		100-57009-302-0000 00	VEHICLE MAINTENANCE	626 PM and Brakes	\$ 4,617.85
	582	MIDWAY FORD TRUCK CENTER INC	R100453108	09/09/2024	FIRE		100-57009-302-0000 00	VEHICLE MAINTENANCE	Fuel Tank/Def Repair	\$ 1,150.14
CHECK TOTAL FOR CHECK NUMBER 187667										\$ 5,767.99
187668; 09/20/2024; Outstanding; null										
	612	SKYLAR ANDERSON	09/17/2024	09/17/2024	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 15.00
CHECK TOTAL FOR CHECK NUMBER 187668										\$ 15.00
187669; 09/20/2024; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	9/17/24	09/17/2024	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 64.00
CHECK TOTAL FOR CHECK NUMBER 187669										\$ 64.00
187670; 09/20/2024; Outstanding; null										
	634	USABUEBOOK	INV00373639	05/22/2024	UTILITIES		591-53010-902-0000 00	LAB SUPPLIES	Lab Supplies	\$ 1,486.84
CHECK TOTAL FOR CHECK NUMBER 187670										\$ 1,486.84

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187671; 09/20/2024; Outstanding; null										
	669	MYRICK MECHANICAL	2141	07/30/2024	PUB WRKS-PO		100-57019-160-000000	BUILDING MAINTENANCE	2023 HVAC MAINT & REPAIR	\$ 502.00
	669	MYRICK MECHANICAL	2162	08/06/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Head Replacement	\$ 1,474.75
	669	MYRICK MECHANICAL	2178	08/13/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Blower Replacement	\$ 18,821.60
	669	MYRICK MECHANICAL	2177	08/13/2024	UTILITIES		590-60000-802-000000	MINOR EQUIPMENT	WTP - Bry-Air Repairs	\$ 2,390.39
CHECK TOTAL FOR CHECK NUMBER 187671										\$ 23,188.74
187672; 09/20/2024; Outstanding; null										
	713	KOHL WHOLESALE INC	1057353	09/11/2024	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	PKS CONCESSION FOOD	\$ 814.88
CHECK TOTAL FOR CHECK NUMBER 187672										\$ 814.88
187673; 09/20/2024; Outstanding; null										
Payout of Retainage	762	SUPERIOR-BOWEN ASPHALT	R-1	08/04/2024	PUB WRKS-PO		351-70023-600-000000	PROJECT CONTINGENCIES	PW PAVEMENT RESTORATION	\$ 66,221.10
	762	SUPERIOR-BOWEN ASPHALT	P-3	08/02/2024	PUB WRKS-PO		351-70023-600-000000	PROJECT CONTINGENCIES	PW PAVEMENT RESTORATION	\$ 686.08
CHECK TOTAL FOR CHECK NUMBER 187673										\$ 66,907.18
187674; 09/20/2024; Outstanding; null										
	781	TEKLAB, INC.	313472	09/13/2024	UTILITIES-PO		591-55020-902-000000	LAB FEES	WWT LAB SERVICES	\$ 629.80
	781	TEKLAB, INC.	313612	09/17/2024	UTILITIES-PO		591-55020-902-000000	LAB FEES	WWT LAB SERVICES	\$ 794.10
CHECK TOTAL FOR CHECK NUMBER 187674										\$ 1,423.90
187675; 09/20/2024; Outstanding; null										
	805	EMS MANAGEMENT & CONSULTANTS	EMS-007766	08/31/2024	NONE		100-55041-160-000000	CONTRACT LABOR	AMB BILLING AUGUST	\$ 13,517.03
CHECK TOTAL FOR CHECK NUMBER 187675										\$ 13,517.03

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

City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187676; 09/20/2024; Outstanding; null										
	881	ASHLEY MCCARTHY	9/17/24	09/17/2024	PARKS & RECREATION		465-55057-410-00000	SWIM TEAM		\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 187676										\$ 300.00
187677; 09/20/2024; Outstanding; null										
	882	KIMBERLY BORDER	0077	09/09/2024	FIRE		100-53000-301-00000	GENERAL SUPPLIES	Promotional Items for department	\$ 1,600.00
CHECK TOTAL FOR CHECK NUMBER 187677										\$ 1,600.00
187678; 09/20/2024; Outstanding; null										
	883	LAKEWOOD HOLLOW FARM	1272024	09/16/2024	TRANSIENT GUEST TAX		244-59011-119-000000	HOMETOWN HOLIDAYS	Petting Zoo for Hometown Holidays	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 187678										\$ 150.00
187679; 09/20/2024; Outstanding; null										
ROW Easement Compensation	884	HAWTHORN BANK	HB6.17.24	06/17/2024	PUBLIC WORKS		352-57034-605-000000	TRAFFIC SIGNAL UPGRADES	ROW Easement Compensation	\$ 15,300.00
CHECK TOTAL FOR CHECK NUMBER 187679										\$ 15,300.00
187680; 09/20/2024; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000030796	07/31/2024	PUBLIC WORKS		100-55032-203-000000	REFUSE COLLECTION FEES	Landfill	\$ 286.02
CHECK TOTAL FOR CHECK NUMBER 187680										\$ 286.02
187681; 09/20/2024; Outstanding; null										
ROW Easement Compensation	887	ATTIC STORAGE OF LIBERTY	AS6.20.24	05/20/2024	PUBLIC WORKS		352-57034-605-000000	TRAFFIC SIGNAL UPGRADES	ROW Easement Compensation	\$ 1,150.00
CHECK TOTAL FOR CHECK NUMBER 187681										\$ 1,150.00
187682; 09/20/2024; Outstanding; null										
ROW Easement Compensation	890	MINOR-COLERICK INC.	MC 6.11.24	06/11/2024	PUBLIC WORKS		352-57034-605-000000	TRAFFIC SIGNAL UPGRADES	ROW Easement Compensation	\$ 2,600.00
CHECK TOTAL FOR CHECK NUMBER 187682										\$ 2,600.00

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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 DATE										
187683; 09/20/2024; Outstanding; null										
	957	VANCE BROTHERS INC	IG00027072	09/03/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Telford	\$ 734.44
	957	VANCE BROTHERS INC	IG00027091	09/04/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Telford	\$ 749.69
	957	VANCE BROTHERS INC	IG00027150	09/06/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Northpoint	\$ 122.00
	957	VANCE BROTHERS INC	IG00027179	09/09/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Northpoint	\$ 671.61
	957	VANCE BROTHERS INC	IG00027119	09/05/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Telford	\$ 740.54
	957	VANCE BROTHERS INC	IG00027210	09/10/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Northpoint	\$ 675.88
	957	VANCE BROTHERS INC	IG00027240	09/11/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Northpoint	\$ 739.93
	957	VANCE BROTHERS INC	IG00027264	09/12/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Northpoint	\$ 738.10
CHECK TOTAL FOR CHECK NUMBER 187683										\$ 5,172.19
187684; 09/20/2024; Outstanding; null										
ROW Easement Recording	1059	CLAY CO RECORDER	20240020099	09/16/2024	PUBLIC WORKS		100-55016-150-000000	RECORDING FEES	Hawthorne Bank Easement 2024021252	\$ 39.00
ROW Easement Recording	1059	CLAY CO RECORDER	20240020099	09/16/2024	PUBLIC WORKS		100-55016-150-000000	RECORDING FEES	Minor-Colerick Easement 2024021253	\$ 36.00
ROW Easement Recording	1059	CLAY CO RECORDER	20240020099	09/16/2024	PUBLIC WORKS		100-55016-150-000000	RECORDING FEES	100 Rout 291 Easement 2024021254	\$ 45.00
CHECK TOTAL FOR CHECK NUMBER 187684										\$ 120.00

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187685; 09/20/2024; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	05248008	09/04/2024	UTILITIES		591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	\$ 2,396.25
CHECK TOTAL FOR CHECK NUMBER 187685										\$ 2,396.25
187686; 09/20/2024; Outstanding; null										
	1236	CITY OF NORTH KANSAS CITY	INV-00011608	09/10/2024	POLICE		100-53019-502-000000	ARMORY SUPPLIES	Range Fee 1/2 Day	\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 187686										\$ 50.00
187687; 09/20/2024; Outstanding; null										
	1787	PURCELL TIRE AND RUBBER CO	3281550	09/09/2024	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	Trailer Tires	\$ 285.00
	1787	PURCELL TIRE AND RUBBER CO	3281518	09/09/2024	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	Trailer Tires	\$ 285.00
CHECK TOTAL FOR CHECK NUMBER 187687										\$ 570.00
187688; 09/20/2024; Outstanding; null										
Membership Dues 10/01/2024 to 10/01/2025	1935	NATIONAL LEAGUE OF CITIES	190292	08/02/2024	CITY COUNCIL		100-59013-100-000000	MEMBERSHIP DUES	Membership Dues 10/01/2024 to 10/01/2025	\$ 3,834.00
CHECK TOTAL FOR CHECK NUMBER 187688										\$ 3,834.00
187689; 09/20/2024; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85467327	08/28/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,812.20
CHECK TOTAL FOR CHECK NUMBER 187689										\$ 1,812.20
187690; 09/20/2024; Outstanding; null										
	2456	PVS DX INC	817002230-24	09/09/2024	UTILITIES		590-53009-802-000000	CHEMICALS	WTP Chemicals	\$ 10,479.39
CHECK TOTAL FOR CHECK NUMBER 187690										\$ 10,479.39

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City of Liberty
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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										
187691; 09/20/2024; Outstanding; null										
	2569	JASON NORRIS	9/22-9/27	09/13/2024	FINANCE		100-54000-501-000000	TRAINING TRAVEL	POL CSLEEDS training	\$ 272.50
CHECK TOTAL FOR CHECK NUMBER 187691										\$ 272.50
187692; 09/20/2024; Outstanding; null										
	2767	K C WINWATER WORKS CO	332932-01	09/05/2024	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #306,#276,#216,#240,#225	\$ 4,946.00
	2767	K C WINWATER WORKS CO	333115-01	09/09/2024	UTILITIES		591-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #512	\$ 402.00
	2767	K C WINWATER WORKS CO	33294601	09/04/2024	PUBLIC WORKS		351-70020-612-000000	CONSTRUCTION CONTRACT	Solid N-12	\$ 1,348.00
	2767	K C WINWATER WORKS CO	333066-01	09/06/2024	UTILITIES		591-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #512, #492	\$ 204.00
	2767	K C WINWATER WORKS CO	333066-01	09/06/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 138.00
	2767	K C WINWATER WORKS CO	332987-01	09/05/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 1,267.00
CHECK TOTAL FOR CHECK NUMBER 187692										\$ 8,305.00
187693; 09/20/2024; Outstanding; null										
	2795	BARTS ELECTRIC CO INC	28631	07/09/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Garage Opener Maintenance	\$ 3,687.50
CHECK TOTAL FOR CHECK NUMBER 187693										\$ 3,687.50
187694; 09/20/2024; Outstanding; null										
	2879	L-L TOWING CO	87773	08/22/2024	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Lock-Out	\$ 35.00
CHECK TOTAL FOR CHECK NUMBER 187694										\$ 35.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187695; 09/20/2024; Outstanding; null										
	3524	LIBERTY PETTY CASH	1234	09/13/2024	PARKS & RECREATION		461-59026-451-00000	MISCELLANEOUS EXPENSES	Thomas Connor, Brittany Johnston & Paula Ruf August 24 mileage	\$ 267.55
	3524	LIBERTY PETTY CASH	1234	09/13/2024	PARKS & RECREATION		460-54000-400-00000	TRAINING TRAVEL	Tom Garland July-Aug 24 Mileage	\$ 119.26
	3524	LIBERTY PETTY CASH	1234	09/13/2024	PARKS & RECREATION		460-59026-400-00000	MISCELLANEOUS EXPENSES	Haley Ragan Mileage July - August 24	\$ 99.83
	3524	LIBERTY PETTY CASH	1234	09/13/2024	PARKS & RECREATION		465-59026-420-00000	MISCELLANEOUS EXPENSES	Hillary Schebo Mileage Fix Vacuum	\$ 80.67
CHECK TOTAL FOR CHECK NUMBER 187695										\$ 567.31
187696; 09/20/2024; Outstanding; null										
	3986	CHEMCO SYSTEMS L P	CINV-0000943	07/09/2024	UTILITIES		590-57005-802-00000	WATER PLANT MAINTENANCE	WTP - Maintenance	\$ 319.51
CHECK TOTAL FOR CHECK NUMBER 187696										\$ 319.51
187697; 09/20/2024; Outstanding; null										
	4100	UMB BANK N A	988137	09/10/2024	FINANCE		354-80018-215-00000	DEBT SERVICE FEES	GO BOND ADMIN FEE-LIB5	\$ 318.00
CHECK TOTAL FOR CHECK NUMBER 187697										\$ 318.00
187698; 09/20/2024; Outstanding; null										
	4522	ENSZ & JESTER PC	08312024	08/31/2024	HR & RISK MGMT		100-54004-140-00000	EMPLOYEE ISSUES & FUNCTIONS	Legal fees	\$ 350.00
CHECK TOTAL FOR CHECK NUMBER 187698										\$ 350.00
187699; 09/20/2024; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	27753	08/11/2024	UTILITIES		592-70020-801-00000	CONSTRUCTION CONTRACT	Rock - Southview Rd Project	\$ 1,287.93
	4693	LIBERTY AGGREGATES LLC	28068	09/08/2024	UTILITIES		592-70020-801-00000	CONSTRUCTION CONTRACT	Rock - Southview Rd Project	\$ 963.40
CHECK TOTAL FOR CHECK NUMBER 187699										\$ 2,251.33

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187700; 09/20/2024; Outstanding; null										
	4763	PRINTING UNLIMITED	71448	09/10/2024	PARKS & RECREATION		100-53024-480-000000	CHRISTMAS TREE COMMISSION	LCCT envelopes	\$ 158.50
CHECK TOTAL FOR CHECK NUMBER 187700										\$ 158.50
187701; 09/20/2024; Outstanding; null										
	5004	ASSOC THEATRICAL CONTRAC	161959	08/23/2024	PARKS & REC-PO		465-57019-420-000000	BUILDING MAINTENANCE	CCTR STAGE REPAIRS	\$ 9,950.00
CHECK TOTAL FOR CHECK NUMBER 187701										\$ 9,950.00
187702; 09/20/2024; Outstanding; null										
	5184	SAMURAI ENTERPRISES	7	08/31/2024	FIRE-PO		356-70020-305-000000	CONSTRUCTION CONTRACT	FIRE STATION #3 REMODEL	\$ 214,239.00
	5184	SAMURAI ENTERPRISES	525-23	09/16/2024	FIRE-PO		356-20003-000-000000	RETAINAGE PAYABLE	Partial Retainage	\$ 79,461.55
CHECK TOTAL FOR CHECK NUMBER 187702										\$ 293,700.55
187703; 09/20/2024; Outstanding; null										
	5223	CITY TREASURER	2024-09	09/12/2024	MULTI		100-57013-501-000000	RADIO MAINTENANCE	Sept PD 70 x 18.34	\$ 1,366.78
	5223	CITY TREASURER	2024-09	09/12/2024	MULTI		100-57013-301-000000	RADIO MAINTENANCE	Sept FD 64 x 18.34	\$ 1,182.08
	5223	CITY TREASURER	2024-09	09/12/2024	MULTI		351-57013-201-000000	RADIO MAINTENANCE	Sept PW 56 x 18.34	\$ 1,034.32
CHECK TOTAL FOR CHECK NUMBER 187703										\$ 3,583.18
187704; 09/20/2024; Outstanding; null										
	5229	MO DEPT OF NATURAL RESOURCES	34602500929	06/04/2024	NONE		591-20005-000-000000	PRIMACY FEE SEWER PAYABLE	MO Se Primacy Fee	\$ 11,311.80
Need to mail a copy of Invoice w/ chk	5229	MO DEPT OF NATURAL RESOURCES	44622406470	06/04/2024	NONE		590-20005-000-000000	PRIMACY FEE WATER PAYABLE	Primacy Fee Water Payable	\$ 61,444.23
CHECK TOTAL FOR CHECK NUMBER 187704										\$ 72,756.03

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City of Liberty
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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										
187705; 09/20/2024; Outstanding; null										
	5257	NATHAN JONES	9/16/2024	09/17/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 114.00
	5257	NATHAN JONES	9/16/2024	09/17/2024	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		\$ 52.00
CHECK TOTAL FOR CHECK NUMBER 187705										\$ 166.00
187706; 09/20/2024; Outstanding; null										
	5267	G W VAN KEPPEL CO	RSA021140-3	09/09/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Southview Rd Project - Freight Charges	\$ 800.00
CHECK TOTAL FOR CHECK NUMBER 187706										\$ 800.00
187707; 09/20/2024; Outstanding; null										
	5394	GALL'S INC	029026918	09/16/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 97.44
	5394	GALL'S INC	029019764	09/09/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 41.75
	5394	GALL'S INC	029058973	09/12/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire credit	\$ (6.99)
	5394	GALL'S INC	029050726	09/12/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 29.01
	5394	GALL'S INC	028973142	09/04/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 45.72
	5394	GALL'S INC	029050719	09/12/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 29.01
	5394	GALL'S INC	028973144	09/04/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 22.86
CHECK TOTAL FOR CHECK NUMBER 187707										\$ 258.80
187708; 09/20/2024; Outstanding; null										
	5460	VALVOLINE LLC	85460	09/13/2024	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Serviced Vehicle #183	\$ 34.99
CHECK TOTAL FOR CHECK NUMBER 187708										\$ 34.99

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187709; 09/20/2024; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	5384	09/12/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Tabony Tie	\$ 10.00
	5482	ALTERATIONS & CUSTOM SEWING ST	5383	09/12/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Case Tie	\$ 10.00
CHECK TOTAL FOR CHECK NUMBER 187709										\$ 20.00
187710; 09/20/2024; Outstanding; null										
	5598	CHILDRENS MERCY HOSPITALS & CL	8000030527	09/17/2024	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Police Lab Services	\$ 650.00
CHECK TOTAL FOR CHECK NUMBER 187710										\$ 650.00
187711; 09/20/2024; Outstanding; null										
	5659	ROSEMARIE VON FINTEL	SUM 2024-2	09/16/2024	PARKS & RECREATION		465-55065-410-000000	COMMUNITY PROGRAMS	Dog Obedience Summer Session 2	\$ 813.40
CHECK TOTAL FOR CHECK NUMBER 187711										\$ 813.40
187712; 09/20/2024; Outstanding; null										
	5664	PACE ANALYTICAL SERVICES INC	2460213446	09/17/2024	UTILITIES		591-55020-902-000000	LAB FEES	WWTP - Lab Fees	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 187712										\$ 150.00
187713; 09/20/2024; Outstanding; null										
	5680	LAUREL SHOGER	9/17/24	09/17/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 171.00
	5680	LAUREL SHOGER	9/17/24	09/17/2024	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 20.00
	5680	LAUREL SHOGER	9/17/24	09/17/2024	PARKS & RECREATION		460-51000-400-000000	REGULAR		\$ 70.55
CHECK TOTAL FOR CHECK NUMBER 187713										\$ 261.55

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187714; 09/20/2024; Outstanding; null										
	5694	RUSSELL FRICK	752306	09/10/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Dirt	\$ 150.00
	5694	RUSSELL FRICK	752306	09/10/2024	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Dirt	\$ 150.00
	5694	RUSSELL FRICK	752307	09/13/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Dirt	\$ 250.00
	5694	RUSSELL FRICK	752307	09/13/2024	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Dirt	\$ 250.00
	5694	RUSSELL FRICK	752305	09/09/2024	PUBLIC WORKS		351-57037-605-000000	STORM WATER MAINTENANCE	ST DIRT	\$ 600.00
	5694	RUSSELL FRICK	752308	09/17/2024	PARKS & RECREATION		460-57022-403-000000	GROUNDS/ LANDSCAPING	Dirt	\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 187714										\$ 1,900.00
187715; 09/20/2024; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	1746530	09/12/2024	UTILITIES-PO		590-53009-802-000000	CHEMICALS	WTR HYDRATED LIME	\$ 8,898.67
	5761	MISSISSIPPI LIME CO INC	1747269	09/17/2024	UTILITIES-PO		590-53009-802-000000	CHEMICALS	WTR HYDRATED LIME	\$ 8,852.64
CHECK TOTAL FOR CHECK NUMBER 187715										\$ 17,751.31
187716; 09/20/2024; Outstanding; null										
	5774	SCHULTE SUPPLY INC	S1212022.020	08/20/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 1,066.77
CHECK TOTAL FOR CHECK NUMBER 187716										\$ 1,066.77
187717; 09/20/2024; Outstanding; null										
	5947	JEANINE THILL	9/24-9/27	09/13/2024	FINANCE		100-54000-150-000000	TRAINING TRAVEL	State Preservation Conf	\$ 191.50
CHECK TOTAL FOR CHECK NUMBER 187717										\$ 191.50

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187718; 09/20/2024; Outstanding; null										
2024 Property Assessment - Lot 11/Unit 14	6004	HEARTLAND MEADOWS OWNERS ASSOC	570571215729	04/24/2024	ECO/DEVO SALES TAX		354-55018-110-00000	OTHER MISC FEES	2024 Property Assessment Lot 11/ Unit 14	\$ 2,832.00
CHECK TOTAL FOR CHECK NUMBER 187718										\$ 2,832.00
187719; 09/20/2024; Outstanding; null										
	6018	HDR ENGINEERING INC	1200651079	09/04/2024	PUB WRKS-PO		350-59026-160-00000	MISCELLANEOUS EXPENSES	MASTER PLAN	\$ 0.00
	6018	HDR ENGINEERING INC	1200651079	09/04/2024	PUB WRKS-PO		351-70023-600-00000	PROJECT CONTINGENCIES	MASTER PLAN	\$ 19,307.36
	6018	HDR ENGINEERING INC	1200651079-1	09/04/2024	PUB WRKS-PO		351-70023-600-00000	PROJECT CONTINGENCIES	MASTER PLAN	\$ 15,216.53
	6018	HDR ENGINEERING INC	1200653039	09/06/2024	PUB WRKS-PO		351-70020-612-00000	CONSTRUCTION CONTRACT	STORM WATER MASTER PLAN	\$ 19,212.50
CHECK TOTAL FOR CHECK NUMBER 187719										\$ 53,736.39
187720; 09/20/2024; Outstanding; null										
	6030	REJIS COMMISSION	537230	08/20/2024	COURT		100-55044-116-00000	MISCELLANEOUS FEES	LEWEB MONTHLY SUBSCRIPTION	\$ 32.55
CHECK TOTAL FOR CHECK NUMBER 187720										\$ 32.55
187721; 09/20/2024; Outstanding; null										
	6123	GT DISTRIBUTORS INC	INV1015953	09/11/2024	POLICE		100-59014-501-00000	CLOTHING EXPENSES	Radio Pouches	\$ 347.50
	6123	GT DISTRIBUTORS INC	INV1015233	09/06/2024	POLICE		100-59014-501-00000	CLOTHING EXPENSES	Vest Shields	\$ 1,725.00
CHECK TOTAL FOR CHECK NUMBER 187721										\$ 2,072.50
187722; 09/20/2024; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	13437	08/28/2024	PUBLIC WORKS		100-57020-202-00000	FACILITIES MAINTENANCE	Monthly Pest Control Service	\$ 40.00
	6333	PROFESSIONAL PEST SOLUTIONS	13447	08/28/2024	PUBLIC WORKS		100-57019-203-00000	BUILDING MAINTENANCE	Monthly Pest Control Service	\$ 43.00
CHECK TOTAL FOR CHECK NUMBER 187722										\$ 83.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187723; 09/20/2024; Outstanding; null										
Will be reimbursed by insurance	6424	BLACK & MCDONALD ELECTRIC LLC	76-1686074	09/13/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Liberty Dr & High Dr.	\$ 10,080.58
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680851	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	E Mill & Gallatin St	\$ 134.31
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680880	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SLP & Hughes	\$ 197.36
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680848	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	E Mill & Gallatin St	\$ 495.60
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680849	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Kansas & Blue Jay	\$ 134.31
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680852	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	E Mill & Lightburne	\$ 266.65
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680850	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Kansas & Forrest Ave	\$ 642.10
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680872	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Stewart & Conistor Rd	\$ 335.78
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680873	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	W Kansas & N Ridge Ave	\$ 201.47
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680874	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SLP & Swan	\$ 543.66
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680875	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	W Kansas & Forest Ave	\$ 134.31
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680876	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Liberty Dr & High Dr.	\$ 129.17
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680853	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Nashua & Lake Rd	\$ 572.87
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680878	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Conistor, Victory & Stewart	\$ 310.64
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680879	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Liberty Dr & High Dr.	\$ 130.21
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680877	08/31/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	N Church & NE 104 St	\$ 197.36

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187723; 09/20/2024; Outstanding; null										
CHECK TOTAL FOR CHECK NUMBER 187723										\$ 14,506.38
187724; 09/20/2024; Outstanding; null										
	6469	BRINK'S INCORPORATED	12704373	09/01/2024	FINANCE		100-55013-130-0000 00	FINANCIAL SERVICES	Courier Service (Sep 2024)	\$ 144.56
	6469	BRINK'S INCORPORATED	12704373	09/01/2024	FINANCE		461-55013-451-00000 0	FINANCIAL SERVICES	Courier Service (Sep 2024)	\$ 108.42
	6469	BRINK'S INCORPORATED	12704373	09/01/2024	FINANCE		590-55013-131-00000 0	FINANCIAL SERVICES	Courier Service (Sep 2024)	\$ 130.10
	6469	BRINK'S INCORPORATED	12704373	09/01/2024	FINANCE		591-55013-131-00000 0	FINANCIAL SERVICES	Courier Service (Sep 2024)	\$ 166.24
	6469	BRINK'S INCORPORATED	12704373	09/01/2024	FINANCE		595-55013-131-00000 0	FINANCIAL SERVICES	Courier Service (Sep 2024)	\$ 65.05
	6469	BRINK'S INCORPORATED	12704373	09/01/2024	FINANCE		465-55013-420-0000 00	FINANCIAL SERVICES	Courier Service (Sep 2024)	\$ 108.41
CHECK TOTAL FOR CHECK NUMBER 187724										\$ 722.78
187725; 09/20/2024; Outstanding; null										
	6471	JCI INDUSTRIES INC	8272571	09/11/2024	UTILITIES		591-57003-902-0000 00	LIFT STATION MAINTENANCE	Lift Station Maintenance - Changed Level out	\$ 5,454.00
	6471	JCI INDUSTRIES INC	8272681	09/13/2024	UTILITIES		591-57003-902-0000 00	LIFT STATION MAINTENANCE	Lift Station Maintenance	\$ 10,326.00
CHECK TOTAL FOR CHECK NUMBER 187725										\$ 15,780.00
187726; 09/20/2024; Outstanding; null										
	6547	EDWARDS CHEMICALS	IN165507	09/16/2024	PARKS & RECREATION		465-53009-420-0000 00	CHEMICALS	Backordered muriatic acid delivery	\$ 380.00
CHECK TOTAL FOR CHECK NUMBER 187726										\$ 380.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187727; 09/20/2024; Outstanding; null										
	6612	LIPPERT MECHANICAL SERVICE INC	SI2122329	09/06/2024	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Backflow Device Testing	\$ 269.13
	6612	LIPPERT MECHANICAL SERVICE INC	SI2122329	09/06/2024	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Backflow Device Testing	\$ 269.13
	6612	LIPPERT MECHANICAL SERVICE INC	SI2122329	09/06/2024	UTILITIES		591-57019-902-000000	BUILDING MAINTENANCE	Backflow Device Testing	\$ 269.13
CHECK TOTAL FOR CHECK NUMBER 187727										\$ 807.39
187728; 09/20/2024; Outstanding; null										
	6857	LORI SUTTON	9/30-10/3	09/13/2024	FINANCE		100-54000-501-000000	TRAINING TRAVEL	CJIS Conf	\$ 163.50
CHECK TOTAL FOR CHECK NUMBER 187728										\$ 163.50
187729; 09/20/2024; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC214298	09/09/2024	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Debris Hose	\$ 847.59
	7275	KEY EQUIPMENT & SUPPLY CO	KC214405	09/17/2024	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Leader Hose - #120	\$ 534.82
CHECK TOTAL FOR CHECK NUMBER 187729										\$ 1,382.41
187730; 09/20/2024; Outstanding; null										
	7509	KAPKE & WILLERTH LLC	68277	09/03/2024	FINANCE		465-55005-420-000000	LEGAL FEES	Legal Fees	\$ 74.00
	7509	KAPKE & WILLERTH LLC	68277	09/03/2024	FINANCE		591-55005-903-000000	LEGAL FEES		\$ 55.50
	7509	KAPKE & WILLERTH LLC	68277	09/03/2024	FINANCE		100-55005-111-000000	LEGAL FEES	Legal Fees	\$ 3,163.50
CHECK TOTAL FOR CHECK NUMBER 187730										\$ 3,293.00
187731; 09/20/2024; Outstanding; null										
	7993	COMMERCIAL AQUATIC SERVICE	50806-1	09/16/2024	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Stenner pump repairs and purchase of vacuum pole	\$ 793.42
CHECK TOTAL FOR CHECK NUMBER 187731										\$ 793.42

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187732; 09/20/2024; Outstanding; null										
	8397	REPUBLIC SERVICES #468	0468-004400319	08/31/2024	UTILITIES		591-55044-902-000000	MISCELLANEOUS FEES	Dumpster Pickup Service	\$ 1,575.26
	8397	REPUBLIC SERVICES #468	0468-004400319	08/31/2024	UTILITIES		591-55041-901-000000	CONTRACT LABOR	Dumpster Pickup Service	\$ 1,575.25
	8397	REPUBLIC SERVICES #468	0468-004400319	08/31/2024	UTILITIES		590-55041-801-000000	CONTRACT LABOR	Dumpster Pickup Service	\$ 1,575.26
	8397	REPUBLIC SERVICES #468	0468-004400186	08/31/2024	UTILITIES		591-55041-902-000000	CONTRACT LABOR	Dumpster Pickup Service	\$ 2,406.57
	8397	REPUBLIC SERVICES #468	0468-004400186	08/31/2024	UTILITIES		591-55041-901-000000	CONTRACT LABOR	Dumpster Pickup Service	\$ 404.02
	8397	REPUBLIC SERVICES #468	0468-004400186	08/31/2024	UTILITIES		590-55041-801-000000	CONTRACT LABOR	Dumpster Pickup Service	\$ 404.02
CHECK TOTAL FOR CHECK NUMBER 187732										\$ 7,940.38
187733; 09/20/2024; Outstanding; null										
	8654	CUNNINGHAM, VOGEL & ROST PC	69494	07/31/2024	FINANCE		600-55005-616-000000	LEGAL FEES	CID Legal Fees	\$ 2,041.40
	8654	CUNNINGHAM, VOGEL & ROST PC	69609	08/31/2024	FINANCE		600-55005-616-000000	LEGAL FEES	CID Legal Fees	\$ 912.50
CHECK TOTAL FOR CHECK NUMBER 187733										\$ 2,953.90
187734; 09/20/2024; Outstanding; null										
	8727	REDDI SERVICES	235036833	08/27/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	Digester Wash	\$ 6,290.00
	8727	REDDI SERVICES	234961768	08/26/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	Digester Wash	\$ 6,660.00
	8727	REDDI SERVICES	235110075	08/28/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	Digester Wash	\$ 6,660.00
CHECK TOTAL FOR CHECK NUMBER 187734										\$ 19,610.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187735; 09/20/2024; Outstanding; null										
	8861	FERRELL GAS	1127786899	09/10/2024	PUBLIC WORKS		100-53000-203-000000	GENERAL SUPPLIES	ST Propane	\$ 62.80
CHECK TOTAL FOR CHECK NUMBER 187735										\$ 62.80
187736; 09/20/2024; Outstanding; null										
	8879	ISABELLA PAOLETTI	9/17/24	09/17/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 40.00
	8879	ISABELLA PAOLETTI	9/17/24	09/17/2024	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 25.00
	8879	ISABELLA PAOLETTI	9/17/24	09/17/2024	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 187736										\$ 85.00
187737; 09/20/2024; Outstanding; null										
	999999	Timothy Zimmer	01234	09/10/2024	POLICE		100-60000-501-000000	MINOR EQUIPMENT	Retirement Gift	\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 187737										\$ 300.00
187738; 09/20/2024; Outstanding; null										
	999999	Cowtown Drive-in Productions	2239431	09/16/2024	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Security Deposit Refund	\$ 1,013.75
CHECK TOTAL FOR CHECK NUMBER 187738										\$ 1,013.75
187739; 09/20/2024; Outstanding; null										
	999999	Nicolet Massmann	2239881	09/17/2024	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	1 month credit of Family Membership that should have been cancelled before Sept draft	\$ 79.25
CHECK TOTAL FOR CHECK NUMBER 187739										\$ 79.25
187740; 09/20/2024; Outstanding; null										
	999999	Macgyver Newton	2240209	09/17/2024	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Cancelled basketball league	\$ 700.00
CHECK TOTAL FOR CHECK NUMBER 187740										\$ 700.00

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

City of Liberty
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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										
187741; 09/20/2024; Outstanding; null										
	999999	Devin Brown	2240210	09/17/2024	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Cancelled basketball league	\$ 700.00
CHECK TOTAL FOR CHECK NUMBER 187741										\$ 700.00
187742; 09/20/2024; Outstanding; null										
	5518	GREGORY R ARNOLD	09-20-2024	09/17/2024	POLICE		100-55041-501-000000	CONTRACT LABOR	Payroll 9-20-24 (8/17-8/30, 8/31-9/13); 89.5 hrs x \$18.63	\$ 1,667.39
CHECK TOTAL FOR CHECK NUMBER 187742										\$ 1,667.39
187743; 09/20/2024; Outstanding; null										
Will Pick Up Check	9209	LIBERTY SPORTS OFFICIALS	FALL 8-2024	09/16/2024	PARKS & REC-PO	Will Pick Up Check	461-55041-451-000000	CONTRACT LABOR	PKS OFFICIATING SERVICES	\$ 658.00
Will Pick Up Check	9209	LIBERTY SPORTS OFFICIALS	FALL 7 -2024	09/16/2024	PARKS & REC-PO	Will Pick Up Check	461-55041-451-000000	CONTRACT LABOR	PKS OFFICIATING SERVICES	\$ 1,276.00
CHECK TOTAL FOR CHECK NUMBER 187743										\$ 1,934.00
Grand Total:										\$ 738,773.26

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

SEPTEMBER 27, 2024

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 09/27/2024 and 09/27/2024;

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										
187744; 09/27/2024; Outstanding; null										
	76	HEARTLAND COCA-COLA	43365997006	09/18/2024	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	PKS PRODUCTS AT CFSC	\$ 1,126.24
CHECK TOTAL FOR CHECK NUMBER 187744										\$ 1,126.24
187745; 09/27/2024; Outstanding; null										
	105	CLAY CO DETENTION CENTER	AUGUST 2024	09/06/2024	POLICE		100-55030-511-000000	PRISONER HOUSING EXPENSE	Prisoner Housing 8/1-8/31/2024	\$ 4,925.22
CHECK TOTAL FOR CHECK NUMBER 187745										\$ 4,925.22
187746; 09/27/2024; Outstanding; null										
	161	LAW OFFICE OF MARY M PARRISH	15990	09/19/2024	ADMINISTRATI ON		100-55005-115-000000	LEGAL FEES	September 2024 Legal Fees	\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 187746										\$ 500.00
187747; 09/27/2024; Outstanding; null										
	218	CUSTOM TRUCK & EQUIPMENT LLC	1000271411	09/24/2024	UTILITIES-PO		592-70000-801-000000	VEHICLES	2024 Ford F350 Crew Cab 4x4 DRW GAS 9ft CM Service Body	\$ 50,960.00
	218	CUSTOM TRUCK & EQUIPMENT LLC	1000271411	09/24/2024	UTILITIES-PO		592-70020-801-000000	CONSTRUCTION CONTRACT	2024 Ford F350 Crew Cab 4x4 DRW GAS 9ft CM Service Body	\$ 31,005.00
CHECK TOTAL FOR CHECK NUMBER 187747										\$ 81,965.00
187748; 09/27/2024; Outstanding; null										
	290	ARROWHEAD SCIENTIFIC INC	172046	07/15/2024	POLICE		100-53020-511-000000	PROPERTY ROOM SUPPLIES	Property room supplies	\$ 69.55
CHECK TOTAL FOR CHECK NUMBER 187748										\$ 69.55

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City of Liberty
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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										
187749; 09/27/2024; Outstanding; null										
	337	COLD SOLUTIONS AT RUSH CREEK	1358	08/24/2024	PUBLIC WORKS		100-55032-202-000000	REFUSE COLLECTION FEES	PWK Storage	\$ 1,800.00
	337	COLD SOLUTIONS AT RUSH CREEK	1359	09/20/2024	PUBLIC WORKS		100-55032-202-000000	REFUSE COLLECTION FEES	PWK Storage October	\$ 1,800.00
CHECK TOTAL FOR CHECK NUMBER 187749										\$ 3,600.00
187750; 09/27/2024; Outstanding; null										
	357	NORTHLAND READY-MIX INC	197076	09/03/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 1,384.00
CHECK TOTAL FOR CHECK NUMBER 187750										\$ 1,384.00
187751; 09/27/2024; Outstanding; null										
	377	JACKSON LEWIS PC	8597213	09/12/2024	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Dispatch Negotiations Legal Fees	\$ 186.00
CHECK TOTAL FOR CHECK NUMBER 187751										\$ 186.00
187752; 09/27/2024; Outstanding; null										
	533	MIDWEST DIESEL PERFORMANCE & R	3422	08/26/2024	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Vehicle Repairs - #124	\$ 1,297.11
	533	MIDWEST DIESEL PERFORMANCE & R	3422	08/26/2024	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Vehicle Repairs - #124	\$ 1,297.10
CHECK TOTAL FOR CHECK NUMBER 187752										\$ 2,594.21
187753; 09/27/2024; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	9/24/2024	09/24/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 112.00
CHECK TOTAL FOR CHECK NUMBER 187753										\$ 112.00

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City of Liberty
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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										
187754; 09/27/2024; Outstanding; null										
	669	MYRICK MECHANICAL	2164	08/06/2024	UTILITIES-PO		591-57019-901-00000	BUILDING MAINTENANCE		\$ 0.00
	669	MYRICK MECHANICAL	2164	08/06/2024	UTILITIES-PO		591-57019-902-00000	BUILDING MAINTENANCE		\$ 0.00
	669	MYRICK MECHANICAL	2164	08/06/2024	UTILITIES-PO		590-57019-801-00000	BUILDING MAINTENANCE		\$ 0.00
	669	MYRICK MECHANICAL	2164	08/06/2024	UTILITIES-PO		100-57019-160-00000	BUILDING MAINTENANCE		\$ 2,983.00
CHECK TOTAL FOR CHECK NUMBER 187754										\$ 2,983.00
187755; 09/27/2024; Outstanding; null										
	713	KOHL WHOLESALE INC	1065911	09/18/2024	PARKS & REC-PO		461-53005-451-00000	CONCESSION SUPPLIES	PKS CONCESSION FOOD	\$ 1,648.47
CHECK TOTAL FOR CHECK NUMBER 187755										\$ 1,648.47
187756; 09/27/2024; Outstanding; null										
	794	INCO USA, LLC	P-3	08/30/2024	PUB WRKS-PO		351-70023-600-00000	PROJECT CONTINGENCIES	PW CONCRETE FLATWORK	\$ 17,017.35
	794	INCO USA, LLC	P-3	08/30/2024	PUB WRKS-PO		351-20003-000-00000	RETAINAGE PAYABLE	Retainage P-3	\$ (850.87)
CHECK TOTAL FOR CHECK NUMBER 187756										\$ 16,166.48
187757; 09/27/2024; Outstanding; null										
	867	CONCRETE DESIGN OF KC, INC	17797	09/09/2024	PARKS & RECREATION		465-57019-420-00000	BUILDING MAINTENANCE	Repairs to curbing in the Natatorium	\$ 4,950.00
CHECK TOTAL FOR CHECK NUMBER 187757										\$ 4,950.00

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187758; 09/27/2024; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-14270	09/04/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	210 Oil Change	\$ 47.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-14436	09/10/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	205 Oil change	\$ 47.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-14705	09/20/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	218 Oil Change	\$ 47.98
CHECK TOTAL FOR CHECK NUMBER 187758										\$ 143.94
187759; 09/27/2024; Outstanding; null										
	878	CLARK COMPLETE RENOVATIONS LLC	240133	09/17/2024	PUB WRKS-PO		100-57020-202-000000	FACILITIES MAINTENANCE	Cost of contract for removal and replacement of windows	\$ 5,973.00
CHECK TOTAL FOR CHECK NUMBER 187759										\$ 5,973.00
187760; 09/27/2024; Outstanding; null										
ROW Easement Compensation	889	100 ROUTE 291, LLC	100R291 9.9.24	09/09/2024	PUBLIC WORKS		352-57034-605-000000	TRAFFIC SIGNAL UPGRADES	ROW Easement Compensation	\$ 450.00
CHECK TOTAL FOR CHECK NUMBER 187760										\$ 450.00
187761; 09/27/2024; Outstanding; null										
	891	MCI METRO ACCESS TRANSMISSION	94586D/2MN21189	03/26/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Damage to Verizon line Wyckwood Dr	\$ 1,856.58
CHECK TOTAL FOR CHECK NUMBER 187761										\$ 1,856.58
187762; 09/27/2024; Outstanding; null										
	892	CITY OF LENEXA KS	1988	08/31/2024	PUBLIC WORKS		100-59013-201-000000	MEMBERSHIP DUES	KCMMB Asphalt Member Fees	\$ 1,160.81
CHECK TOTAL FOR CHECK NUMBER 187762										\$ 1,160.81

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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 DATE										
187763; 09/27/2024; Outstanding; null										
	957	VANCE BROTHERS INC	IG00027287	09/13/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Northpoint	\$ 367.83
	957	VANCE BROTHERS INC	ZH00031024	09/23/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Northpoint	\$ 170.80
CHECK TOTAL FOR CHECK NUMBER 187763										\$ 538.63
187764; 09/27/2024; Outstanding; null										
	1059	CLAY CO RECORDER	20240020844	09/24/2024	PUBLIC WORKS		100-55016-150-000000	RECORDING FEES	Consult to connect 1206 Wildbriar to Storm Swr	\$ 30.00
CHECK TOTAL FOR CHECK NUMBER 187764										\$ 30.00
187765; 09/27/2024; Outstanding; null										
	1573	OVERHEAD DOOR CO	SVC/262-985085	09/18/2024	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Fire rated doors inspections	\$ 538.00
CHECK TOTAL FOR CHECK NUMBER 187765										\$ 538.00
187766; 09/27/2024; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85481647	09/10/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 560.20
CHECK TOTAL FOR CHECK NUMBER 187766										\$ 560.20
187767; 09/27/2024; Outstanding; null										
	2767	K C WINWATER WORKS CO	332932-02	09/12/2024	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #309	\$ 1,240.00
CHECK TOTAL FOR CHECK NUMBER 187767										\$ 1,240.00
187768; 09/27/2024; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281212130	09/23/2024	PARKS & RECREATION		465-57018-420-000000	MISC EQUIPMENT MAINT	Facility mats 9.23.24	\$ 117.70
CHECK TOTAL FOR CHECK NUMBER 187768										\$ 117.70

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187769; 09/27/2024; Outstanding; null										
	3235	FORVIS, LLP	2156390A	07/02/2024	FINANCE-PO	Final Billing 2023 Audit	100-55003-130-0000 00	AUDIT FEES	FIN ANNUAL AUDIT	\$ 9,500.00
	3235	FORVIS, LLP	2156390A	07/02/2024	FINANCE-PO	Final Billing 2023 Audit	100-55003-130-0000 00	AUDIT FEES	FIN ANNUAL AUDIT	\$ 9,500.00
	3235	FORVIS, LLP	2156390A	07/02/2024	FINANCE-PO	Admin Fee	100-55003-130-0000 00	AUDIT FEES	FIN ANNUAL AUDIT	\$ 950.00
	3235	FORVIS, LLP	2156390B	07/02/2024	FINANCE	Single Audit 2023	100-55003-130-0000 00	AUDIT FEES	FIN ANNUAL AUDIT	\$ 8,050.00
	3235	FORVIS, LLP	2156390B	07/02/2024	FINANCE	Time for GASB 96, SBITA	100-55003-130-0000 00	AUDIT FEES	FIN ANNUAL AUDIT	\$ 4,500.00
	3235	FORVIS, LLP	2156390B	07/02/2024	FINANCE	New Major Fund 2023	100-55003-130-0000 00	AUDIT FEES	FIN ANNUAL AUDIT	\$ 1,360.00
	3235	FORVIS, LLP	2156390B	07/02/2024	FINANCE	Admin Fee	100-55003-130-0000 00	AUDIT FEES	FIN ANNUAL AUDIT	\$ 696.00
CHECK TOTAL FOR CHECK NUMBER 187769										\$ 34,556.00
187770; 09/27/2024; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	577997	09/12/2024	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	Brakes for 613	\$ 6,819.52
CHECK TOTAL FOR CHECK NUMBER 187770										\$ 6,819.52
187771; 09/27/2024; Outstanding; null										
	3710	KELLER FIRE & SAFETY INC	350758	09/09/2024	FIRE		100-57019-300-0000 00	BUILDING MAINTENANCE	Hood System PM	\$ 339.97
CHECK TOTAL FOR CHECK NUMBER 187771										\$ 339.97
187772; 09/27/2024; Outstanding; null										
Columbarium 40% Invoice	4446	JOHNSON GRANITE SUPPLY I	148084	08/30/2024	CEMETERY MNTCE-PO	Columbarium 40% Invoice	247-70020-204-0000 00	CONSTRUCTION CONTRACT	COLUMBARIUM/ CENOTAPH	\$ 15,699.60
Lectern Table 40% Invoice	4446	JOHNSON GRANITE SUPPLY I	148085	08/30/2024	CEMETERY MNTCE-PO	Lectern Table 40% Invoice	247-70020-204-0000 00	CONSTRUCTION CONTRACT	COLUMBARIUM/ CENOTAPH	\$ 4,465.20
CHECK TOTAL FOR CHECK NUMBER 187772										\$ 20,164.80

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187773; 09/27/2024; Outstanding; null										
	4482	OZARK READY-MIX COMPANY INC	50553	09/13/2024	PARKS & RECREATION		460-57027-403-0000 00	PLAYGROUND/ SPRAYGROUND MAINT	Stocksdale Playground Concrete Border	\$ 1,585.75
CHECK TOTAL FOR CHECK NUMBER 187773										\$ 1,585.75
187774; 09/27/2024; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	28142	09/15/2024	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 801.87
	4693	LIBERTY AGGREGATES LLC	28142	09/15/2024	UTILITIES		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 801.87
	4693	LIBERTY AGGREGATES LLC	28142	09/15/2024	UTILITIES		592-70020-801-0000 00	CONSTRUCTION CONTRACT	Rock - Southview Rd Project	\$ 2,372.89
CHECK TOTAL FOR CHECK NUMBER 187774										\$ 3,976.63
187775; 09/27/2024; Outstanding; null										
	4763	PRINTING UNLIMITED	71502	09/25/2024	PARKS & RECREATION		100-53024-480-0000 00	CHRISTMAS TREE COMMISSION	Signs to promote food drive	\$ 330.00
CHECK TOTAL FOR CHECK NUMBER 187775										\$ 330.00
187776; 09/27/2024; Outstanding; null										
	4943	DSG EQUIPMENT AND SUPPLIES	6987	09/17/2024	UTILITIES		590-57018-801-0000 00	MISC EQUIPMENT MAINT	Hotsy Maintenance	\$ 119.00
	4943	DSG EQUIPMENT AND SUPPLIES	6987	09/17/2024	UTILITIES		591-57018-901-000000 0	MISC EQUIPMENT MAINT	Hotsy Maintenance	\$ 119.00
CHECK TOTAL FOR CHECK NUMBER 187776										\$ 238.00
187777; 09/27/2024; Outstanding; null										
	4991	CINTAS FIRST AID & SAFETY	5230252625	09/17/2024	HR & RISK MGMT		100-53008-160-0000 00	MAINTENANCE MATERIALS	First Aid Supplies stock & update	\$ 777.30
CHECK TOTAL FOR CHECK NUMBER 187777										\$ 777.30

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City of Liberty
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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										
187778; 09/27/2024; Outstanding; null										
	5191	OPENGOV INC	INV15465	08/30/2024	FINANCE-PO		100-70001-130-000000	CAPITAL EQUIPMENT		\$ 0.00
	5191	OPENGOV INC	INV15465	08/30/2024	FINANCE-PO	Travel Reimbursement - Amber	100-59026-130-000000	MISCELLANEOUS EXPENSES		\$ 497.41
	5191	OPENGOV INC	INV15464	08/30/2024	FINANCE-PO		100-70001-130-000000	CAPITAL EQUIPMENT		\$ 0.00
	5191	OPENGOV INC	INV15464	08/30/2024	FINANCE-PO	Travel Reimbursement - Nicole	100-59026-130-000000	MISCELLANEOUS EXPENSES		\$ 970.49
CHECK TOTAL FOR CHECK NUMBER 187778										\$ 1,467.90
187779; 09/27/2024; Outstanding; null										
	5257	NATHAN JONES	9/24/2024	09/24/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 133.00
	5257	NATHAN JONES	9/24/2024	09/24/2024	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
CHECK TOTAL FOR CHECK NUMBER 187779										\$ 159.00
187780; 09/27/2024; Outstanding; null										
	5394	GALL'S INC	029081198	09/16/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 76.58
	5394	GALL'S INC	029083039	09/16/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 70.36
CHECK TOTAL FOR CHECK NUMBER 187780										\$ 146.94
187781; 09/27/2024; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	5194	09/17/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Case Uniforms	\$ 882.39
CHECK TOTAL FOR CHECK NUMBER 187781										\$ 882.39

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187782; 09/27/2024; Outstanding; null										
	5526	A. W. SCHULTZ INC	27146	09/23/2024	UTILITIES		591-57005-902-0000 00	WATER PLANT MAINTENANCE	WWTP - Siemens LT500 Mounting	\$ 1,640.00
	5526	A. W. SCHULTZ INC	27147	09/23/2024	UTILITIES		591-57005-902-0000 00	WATER PLANT MAINTENANCE	WWTP - Troubleshoot	\$ 3,114.00
CHECK TOTAL FOR CHECK NUMBER 187782										\$ 4,754.00
187783; 09/27/2024; Outstanding; null										
	5662	SUMNERONE INC	4059400	09/19/2024	UTILITIES		590-53000-801-0000 00	GENERAL SUPPLIES	Copier Contract	\$ 9.25
	5662	SUMNERONE INC	4059400	09/19/2024	UTILITIES		591-53000-901-0000 00	GENERAL SUPPLIES	Copier Contract	\$ 9.24
	5662	SUMNERONE INC	4059400	09/19/2024	UTILITIES		591-53000-902-0000 00	GENERAL SUPPLIES	Copier Contract	\$ 9.25
	5662	SUMNERONE INC	4060209	09/19/2024	POLICE		100-53000-501-0000 00	GENERAL SUPPLIES	Toner	\$ 646.00
CHECK TOTAL FOR CHECK NUMBER 187783										\$ 673.74
187784; 09/27/2024; Outstanding; null										
	5664	PACE ANALYTICAL SERVICES	2460213522	09/18/2024	UTILITIES		591-55020-902-0000 00	LAB FEES	WWTP - Lab Fees	\$ 895.20
	5664	PACE ANALYTICAL SERVICES	2460211711	08/15/2024	UTILITIES		591-55020-902-0000 00	LAB FEES	WWTP - Laboratory Services	\$ 181.20
	5664	PACE ANALYTICAL SERVICES	2460213838	09/24/2024	UTILITIES-PO		590-55020-802-0000 00	LAB FEES	WTR CHEMICAL TESTING	\$ 1,023.60
CHECK TOTAL FOR CHECK NUMBER 187784										\$ 2,100.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187785; 09/27/2024; Outstanding; null										
	5680	LAUREL SHOGER	9/24/24	09/24/2024	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 171.00
	5680	LAUREL SHOGER	9/24/24	09/24/2024	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 70.55
	5680	LAUREL SHOGER	9/24/24	09/24/2024	PARKS & RECREATION		465-55054-410-0000 00	SWIM TEAM BASICS		\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 187785										\$ 261.55
187786; 09/27/2024; Outstanding; null										
	5701	LIBERTY PLUMBING HEATING & AC	1236	09/18/2024	PARKS & RECREATION		460-57019-411-00000 0	BUILDING MAINTENANCE	AC Compressor	\$ 1,000.00
	5701	LIBERTY PLUMBING HEATING & AC	1236	09/18/2024	PARKS & RECREATION		100-59026-160-0000 00	MISCELLANEOUS EXPENSES		\$ 1,400.00
CHECK TOTAL FOR CHECK NUMBER 187786										\$ 2,400.00
187787; 09/27/2024; Outstanding; null										
	5719	INNOVATIVE CONCESSIONS	305000738	09/20/2024	PARKS & RECREATION		461-53005-451-0000 00	CONCESSION SUPPLIES	Dippin Dots	\$ 1,080.00
CHECK TOTAL FOR CHECK NUMBER 187787										\$ 1,080.00
187788; 09/27/2024; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	1748192	09/23/2024	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	WTR HYDRATED LIME	\$ 9,050.94
CHECK TOTAL FOR CHECK NUMBER 187788										\$ 9,050.94
187789; 09/27/2024; Outstanding; null										
	5817	UNITED OFFICE PRODUCTS	439393-0	08/08/2024	FIRE		356-61002-305-0000 00	TRANSFERS OUT - MISCELLANEOUS	New St. 3 Furniture	\$ 3,941.00
CHECK TOTAL FOR CHECK NUMBER 187789										\$ 3,941.00
187790; 09/27/2024; Outstanding; null										
	5869	CEI ELECTRICAL & MECHANICAL SW	203197	09/09/2024	PARKS & RECREATION		100-60000-483-0000 00	MINOR EQUIPMENT	Repairs and cleaning to kitchen stove	\$ 397.50
CHECK TOTAL FOR CHECK NUMBER 187790										\$ 397.50

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

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										
187791; 09/27/2024; Outstanding; null										
	5952	T & W TIRE LLC	3040109042	09/19/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	4 Rear Tires Replaced	\$ 3,607.84
CHECK TOTAL FOR CHECK NUMBER 187791										\$ 3,607.84
187792; 09/27/2024; Outstanding; null										
	6030	REJIS COMMISSION	539199	09/19/2024	POLICE		100-55039-512-000000	REGIONAL ALERT SYSTEM	REJIS Subscription (Sept)	\$ 921.77
CHECK TOTAL FOR CHECK NUMBER 187792										\$ 921.77
187793; 09/27/2024; Outstanding; null										
	6100	MOAZ CONSTRUCTION INC	139	09/18/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Concrete - Sunset Ave	\$ 1,260.80
CHECK TOTAL FOR CHECK NUMBER 187793										\$ 1,260.80
187794; 09/27/2024; Outstanding; null										
	6175	MO VOCATIONAL ENTERPRISES	690049 RI	09/06/2024	POLICE		100-60005-501-000000	VEHICLE CHANGEOVER COSTS	Vehicle Plates	\$ 102.75
CHECK TOTAL FOR CHECK NUMBER 187794										\$ 102.75
187795; 09/27/2024; Outstanding; null										
	6351	JOHNSON FITNESS & WELLNESS	22-043809	09/12/2024	PARKS & RECREATION		465-60000-420-000000	MINOR EQUIPMENT	Lightburne Fire Station Equipment to be reimbursed	\$ 10,056.85
CHECK TOTAL FOR CHECK NUMBER 187795										\$ 10,056.85
187796; 09/27/2024; Outstanding; null										
	6471	JCI INDUSTRIES INC	8272757	09/17/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Replace Valves & Actuators	\$ 16,035.16
CHECK TOTAL FOR CHECK NUMBER 187796										\$ 16,035.16
187797; 09/27/2024; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC214431	09/19/2024	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Rover Repairs - #126	\$ 1,083.54
CHECK TOTAL FOR CHECK NUMBER 187797										\$ 1,083.54

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187798; 09/27/2024; Outstanding; null										
	7653	K C MO WATER DEPT	082024	09/03/2024	NONE		590-55036-802-000000	WATER PURCHASES-KANSAS CITY		\$ 20,360.71
CHECK TOTAL FOR CHECK NUMBER 187798										\$ 20,360.71
187799; 09/27/2024; Outstanding; null										
	7688	C&B EQUIPMENT	16311-00	09/12/2024	UTILITIES-PO		590-57006-802-000000	WELLFIELD MAINTENANCE	WTR WELLFIELD SERVICES	\$ 7,135.50
	7688	C&B EQUIPMENT	16311-00	09/12/2024	UTILITIES-PO		590-57006-802-000000	WELLFIELD MAINTENANCE	WTP - Wellfield Maintenance	\$ 4,211.30
CHECK TOTAL FOR CHECK NUMBER 187799										\$ 11,346.80
187800; 09/27/2024; Outstanding; null										
	7993	COMMERCIAL AQUATIC SERVICE	50833-1	09/24/2024	PARKS & RECREATION		465-53008-420-000000	MAINTENANCE MATERIALS	Cable hook and lock system for backstroke flags	\$ 95.97
CHECK TOTAL FOR CHECK NUMBER 187800										\$ 95.97
187801; 09/27/2024; Outstanding; null										
	8355	CENTRAL JACKSON CO FPD	TC24-193	09/18/2024	FIRE		100-53017-303-000000	CPR TRAINING SUPPLIES	Fire CPR cards	\$ 1,496.00
CHECK TOTAL FOR CHECK NUMBER 187801										\$ 1,496.00
187802; 09/27/2024; Outstanding; null										
	8879	ISABELLA PAOLETTI	9/24/2024	09/24/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 40.00
	8879	ISABELLA PAOLETTI	9/24/2024	09/24/2024	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 20.00
	8879	ISABELLA PAOLETTI	9/24/2024	09/24/2024	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 25.00
CHECK TOTAL FOR CHECK NUMBER 187802										\$ 85.00

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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 DATE										
187803; 09/27/2024; Outstanding; null										
	999999	MARIE SPROFERA	105-2700-00-03	09/20/2024	FINANCE		590-20019-000-0000	WATER REFUNDS		\$ 22.57
CHECK TOTAL FOR CHECK NUMBER 187803										\$ 22.57
187804; 09/27/2024; Outstanding; null										
	999999	Checkfree Corportation	125200960000243	09/23/2024	FINANCE		100-12002-000-0000	A/R REIMBURSEABLE EXPENSES	Refund Checkfree pmt	\$ 287.50
CHECK TOTAL FOR CHECK NUMBER 187804										\$ 287.50
187805; 09/27/2024; Outstanding; null										
	999999	PAUL & JOANN WILSON	135-0260-00-01	09/20/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 1,258.05
CHECK TOTAL FOR CHECK NUMBER 187805										\$ 1,258.05
187806; 09/27/2024; Outstanding; null										
	999999	Kansas Turnpike Authority	20312107	08/31/2024	POLICE		100-54000-501-0000	TRAINING TRAVEL	Toll Fees	\$ 27.86
CHECK TOTAL FOR CHECK NUMBER 187806										\$ 27.86
187807; 09/27/2024; Outstanding; null										
	999999	CLINTON VAANSICKLE	206-2010-00-08	09/20/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 81.40
CHECK TOTAL FOR CHECK NUMBER 187807										\$ 81.40
187808; 09/27/2024; Outstanding; null										
	999999	KIRSTEN BORG	207-4960-00-03	09/20/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 20.31
CHECK TOTAL FOR CHECK NUMBER 187808										\$ 20.31
187809; 09/27/2024; Outstanding; null										
	999999	CHRISTOPHER DESHON	212-1470-00-11	09/20/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 159.74
CHECK TOTAL FOR CHECK NUMBER 187809										\$ 159.74

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City of Liberty
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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										
187810; 09/27/2024; Outstanding; null										
	999999	Robin Bock	2224154	09/19/2024	PARKS & RECREATION		465-20010-000-0000 00	REFUNDS PAYABLE	Shelter Refund	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 187810										\$ 80.00
187811; 09/27/2024; Outstanding; null										
	999999	Cecilia Richardson	2241567	09/19/2024	PARKS & RECREATION		465-20010-000-0000 00	REFUNDS PAYABLE	1 month credit of Senior Membership that changed to Renew Active & didn't get cancelled	\$ 32.50
CHECK TOTAL FOR CHECK NUMBER 187811										\$ 32.50
187812; 09/27/2024; Outstanding; null										
	999999	Russell Ehler	R.E. REFUND	09/24/2024	FINANCE		100-59026-160-0000 00	MISCELLANEOUS EXPENSES	PURPLE WAVE REFUND - 2001 FORD TRUCK	\$ 2,000.00
CHECK TOTAL FOR CHECK NUMBER 187812										\$ 2,000.00
187813; 09/27/2024; Outstanding; null										
	999999	HOME RIVER GROUP	WATER REFUND	09/20/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 45.03
CHECK TOTAL FOR CHECK NUMBER 187813										\$ 45.03
Grand Total:										\$ 301,390.11

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

OCTOBER 4, 2024

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 10/03/2024 and 10/04/2024;

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										
187814; 10/04/2024; Outstanding; null										
	12	JOEL REINOEHL MARKETING	BR014	10/01/2024	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Brass Rail Field Sponsorship	\$ 360.00
CHECK TOTAL FOR CHECK NUMBER 187814										\$ 360.00
187815; 10/04/2024; Outstanding; null										
	76	HEARTLAND COCA- COLA	43474514006	09/25/2024	PARKS & REC- PO		461-53005-451-0000 00	CONCESSION SUPPLIES	PKS PRODUCTS AT CFSC	\$ 1,256.48
CHECK TOTAL FOR CHECK NUMBER 187815										\$ 1,256.48
187816; 10/04/2024; Outstanding; null										
	81	BRADY INDUSTRIES OF KANS	9287732	09/30/2024	PARKS & REC- PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	2024 CITYWIDE CUSTODIAL	\$ 909.54
CHECK TOTAL FOR CHECK NUMBER 187816										\$ 909.54
187817; 10/04/2024; Outstanding; null										
	95	CYCLONE INC	43935	09/30/2024	FIRE		100-57019-300-0000 00	BUILDING MAINTENANCE	Training Tower Portable Restroom	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 187817										\$ 90.00
187818; 10/04/2024; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11418	09/30/2024	POLICE		100-60000-501-0000 00	MINOR EQUIPMENT	Radio Repair	\$ 140.80
CHECK TOTAL FOR CHECK NUMBER 187818										\$ 140.80
187819; 10/04/2024; Outstanding; null										
	314	RICOH USA, INC	9032704118	08/17/2024	ANIMAL CONTROL		100-53031-165-00000 0	COPIER LEASE & USAGE	RICOH Copier - Ref: 39632026	\$ 91.26
	314	RICOH USA, INC	108612912	09/20/2024	POLICE		100-53031-512-00000 0	COPIER LEASE & USAGE	Records Lease October 2024	\$ 153.81
CHECK TOTAL FOR CHECK NUMBER 187819										\$ 245.07

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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 DATE										
187820; 10/04/2024; Outstanding; null										
	327	KATELYN DANIELLE SUTTON	10/1/2024	10/01/2024	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 112.00
CHECK TOTAL FOR CHECK NUMBER 187820										\$ 112.00
187821; 10/04/2024; Outstanding; null										
	460	STRATUS BUILDING SOLUTIO	7153612	10/01/2024	PARKS & REC-PO		465-55041-420-00000	CONTRACT LABOR	PKS 3RD SHIFT CUSTODIAL	\$ 4,374.00
CHECK TOTAL FOR CHECK NUMBER 187821										\$ 4,374.00
187822; 10/04/2024; Outstanding; null										
Open & Close for September 2024	566	LEINTZ LAWN & CONSTRUCTION	2354	10/01/2024	CEMETERY MAINTENANC	Open & Close for September 2024	247-55041-204-00000	CONTRACT LABOR	Open & Close for September 2024	\$ 450.00
CHECK TOTAL FOR CHECK NUMBER 187822										\$ 450.00
187823; 10/04/2024; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	10/1/24	10/01/2024	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 112.00
CHECK TOTAL FOR CHECK NUMBER 187823										\$ 112.00
187824; 10/04/2024; Cleared; 10/04/2024										
	617	STAR DEVELOPMENT CORP	OCT2024	10/02/2024	NONE		709-55048-613-00000	DEVELOPER REIMBURSEMENT	OCT 2024 PYMT	\$ 31,524.17
CHECK TOTAL FOR CHECK NUMBER 187824										\$ 31,524.17
187825; 10/04/2024; Outstanding; null										
	641	PITTMAN SUPPORT SERVICES, LLC	24-009	10/01/2024	FINANCE		100-55041-130-00000	CONTRACT LABOR	September 2024	\$ 4,709.35
	641	PITTMAN SUPPORT SERVICES, LLC	24-009	10/01/2024	FINANCE		100-55041-111-000000	CONTRACT LABOR	Admin	\$ 20.66
CHECK TOTAL FOR CHECK NUMBER 187825										\$ 4,730.01

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187826; 10/04/2024; Outstanding; null										
	669	MYRICK MECHANICAL	2163	08/06/2024	FIRE-PO		100-57019-160-000000	BUILDING MAINTENANCE		\$ 1,044.00
CHECK TOTAL FOR CHECK NUMBER 187826										\$ 1,044.00
187827; 10/04/2024; Outstanding; null										
	683	PSYCHLOGIC	1630	08/31/2024	POLICE		100-55007-501-000000	TESTING FEES	Strohm Psych Eval	\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 187827										\$ 300.00
187828; 10/04/2024; Outstanding; null										
Sep cleanings - 4 regular	696	JANI-KING OF KANSAS CITY	KSC09240685	09/30/2024	PARKS & RECREATION		465-55041-420-000000	CONTRACT LABOR	September cleanings	\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 187828										\$ 300.00
187829; 10/04/2024; Outstanding; null										
	713	KOHL WHOLESALE INC	1073057	09/25/2024	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	PKS CONCESSION FOOD	\$ 2,087.86
CHECK TOTAL FOR CHECK NUMBER 187829										\$ 2,087.86
187830; 10/04/2024; Outstanding; null										
	728	CHERRYROAD MEDIA INC	197769	08/31/2024	PUBLIC WORKS		595-55044-205-000000	MISCELLANEOUS FEES	Labor Day Legal Ad	\$ 257.70
	728	CHERRYROAD MEDIA INC	204589	09/30/2024	PUBLIC WORKS		595-55044-205-000000	MISCELLANEOUS FEES	Legal Ad for 2024 Annual Pavement Project	\$ 83.96
	728	CHERRYROAD MEDIA INC	0002506120	07/31/2024	PLANNING & DVLP		100-55031-150-000000	LEGAL ADS	August 13 & 26 Hearing	\$ 37.82
CHECK TOTAL FOR CHECK NUMBER 187830										\$ 379.48
187831; 10/04/2024; Outstanding; null										
	781	TEKLAB, INC.	313970	09/24/2024	UTILITIES-PO		591-55020-902-000000	LAB FEES	WWT LAB SERVICES	\$ 475.60
CHECK TOTAL FOR CHECK NUMBER 187831										\$ 475.60

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187832; 10/04/2024; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000031094	09/30/2024	UTILITIES		591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	\$ 11,345.65
CHECK TOTAL FOR CHECK NUMBER 187832										\$ 11,345.65
187833; 10/04/2024; Outstanding; null										
	897	CONSOLIDATED ELECTRICAL DIST	837756-00	09/25/2024	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	Generator Maintenance	\$ 2,375.93
CHECK TOTAL FOR CHECK NUMBER 187833										\$ 2,375.93
187834; 10/04/2024; Outstanding; null										
	957	VANCE BROTHERS INC	IG00027433	09/20/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Northpoint	\$ 457.50
	957	VANCE BROTHERS INC	IG00027469	09/24/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Northpoint	\$ 735.05
	957	VANCE BROTHERS INC	IG00027507	09/25/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Wilshire	\$ 367.83
	957	VANCE BROTHERS INC	IG00027543	09/26/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Wilshire	\$ 123.22
	957	VANCE BROTHERS INC	IG00027570	09/27/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Wilshire	\$ 366.00
CHECK TOTAL FOR CHECK NUMBER 187834										\$ 2,049.60
187835; 10/04/2024; Outstanding; null										
	1743	KONE ELEVATOR INC	871486454	10/01/2024	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Elevator battery purchase and install	\$ 792.87
CHECK TOTAL FOR CHECK NUMBER 187835										\$ 792.87
187836; 10/04/2024; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85497618	09/24/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 323.99
CHECK TOTAL FOR CHECK NUMBER 187836										\$ 323.99

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187837; 10/04/2024; Outstanding; null										
	2767	K C WINWATER WORKS CO	333506-01	09/17/2024	UTILITIES		592-70020-801-0000 00	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 122.00
	2767	K C WINWATER WORKS CO	333914-01	09/24/2024	UTILITIES		592-70020-801-0000 00	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 2,599.00
	2767	K C WINWATER WORKS CO	330206-03	09/24/2024	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #4	\$ 2,050.00
	2767	K C WINWATER WORKS CO	333983-01	09/25/2024	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #261	\$ 5,075.00
	2767	K C WINWATER WORKS CO	334028-01	09/25/2024	UTILITIES		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	Mainhole Joint Sealant/Manhole Joint Wrap	\$ 428.00
CHECK TOTAL FOR CHECK NUMBER 187837										\$ 10,274.00
187838; 10/04/2024; Outstanding; null										
	2823	MO DEPT OF NATURAL RESOURCES	34602503132	09/05/2024	PUBLIC WORKS		351-70027-612-00000 0	STORMWATER-CLAYVIEW/LANCELOT	PKW Stormwater Permit	\$ 250.00
CHECK TOTAL FOR CHECK NUMBER 187838										\$ 250.00
187839; 10/04/2024; Outstanding; null										
	3059	FASTKICK MARTIAL ARTS	10.1.2024	10/01/2024	PARKS & RECREATION		465-55065-410-0000 00	COMMUNITY PROGRAMS	September Fastkick Classes	\$ 343.00
CHECK TOTAL FOR CHECK NUMBER 187839										\$ 343.00
187840; 10/04/2024; Outstanding; null										
	3134	MEALS ON WHEELS	09032024	09/30/2024	PARKS & RECREATION		100-53025-480-0000 00	MEALS ON WHEELS	Sept MARC meals payment	\$ 3,225.25
CHECK TOTAL FOR CHECK NUMBER 187840										\$ 3,225.25

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187841; 10/04/2024; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	578152	09/23/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Brakes for 612	\$ 2,468.24
	3684	CONRAD FIRE EQUIPMENT INC	578368	09/30/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Heater Core	\$ 996.60
	3684	CONRAD FIRE EQUIPMENT INC	578361	09/30/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Auto Eject Cover	\$ 72.71
	3684	CONRAD FIRE EQUIPMENT INC	578360	09/30/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Washer Repair	\$ 87.45
	3684	CONRAD FIRE EQUIPMENT INC	578355	09/30/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	New Drive Belts	\$ 405.82
	3684	CONRAD FIRE EQUIPMENT INC	578358	09/30/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Door Strap Repair	\$ 529.75
	3684	CONRAD FIRE EQUIPMENT INC	578353	09/30/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Auto Charger Display Repair	\$ 310.12
	3684	CONRAD FIRE EQUIPMENT INC	578357	09/30/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Vogel Lube Repair	\$ 448.95
	3684	CONRAD FIRE EQUIPMENT INC	578354	09/30/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Tire Chain Repair	\$ 313.60
	3684	CONRAD FIRE EQUIPMENT INC	578352	09/30/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	PM's	\$ 4,002.59
	3684	CONRAD FIRE EQUIPMENT INC	578347	09/30/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Seatbelt replacement	\$ 749.20
	3684	CONRAD FIRE EQUIPMENT INC	578346	09/30/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Discharge Valve Repair	\$ 1,359.83
CHECK TOTAL FOR CHECK NUMBER 187841										\$ 11,744.86
187842; 10/04/2024; Outstanding; null										
	3763	OUTDOOR RESTROOMS LLC	854162	10/01/2024	PARKS & RECREATION		460-60007-403-000000	EQUIPMENT RENTAL	Portable toilets	\$ 225.00
CHECK TOTAL FOR CHECK NUMBER 187842										\$ 225.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187843; 10/04/2024; Outstanding; null										
	4537	FRATERNAL ORDER OF POLICE	9.2024	09/20/2024	FINANCE		100-21021-000-0000	UNION DUES PAYABLE-POLICE	Payroll Deduction 9/6 & 9/20	\$ 2,053.00
CHECK TOTAL FOR CHECK NUMBER 187843										\$ 2,053.00
187844; 10/04/2024; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	28235	09/22/2024	PARKS & RECREATION		460-57019-403-0000	BUILDING MAINTENANCE	Canterbury Restroom Rock	\$ 699.37
CHECK TOTAL FOR CHECK NUMBER 187844										\$ 699.37
187845; 10/04/2024; Outstanding; null										
Meter Postage	4739	FP MAILING SOLUTIONS INC	53450532	09/25/2024	PARKS & RECREATION		460-59010-400-0000	POSTAGE	Meter Postage	\$ 237.44
Meter Postage	4739	FP MAILING SOLUTIONS INC	53450532	09/25/2024	PARKS & RECREATION		465-59010-420-0000	POSTAGE	Meter Postage	\$ 650.48
Meter Postage	4739	FP MAILING SOLUTIONS INC	53450532	09/25/2024	PARKS & RECREATION		100-59010-480-0000	POSTAGE	Meter Postage - Community Services	\$ 1,112.08
CHECK TOTAL FOR CHECK NUMBER 187845										\$ 2,000.00
187846; 10/04/2024; Outstanding; null										
	4763	PRINTING UNLIMITED	71364	09/30/2024	PARKS & RECREATION		100-53024-480-0000	CHRISTMAS TREE COMMISSION	mailers for past recipients + postage	\$ 458.95
CHECK TOTAL FOR CHECK NUMBER 187846										\$ 458.95

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187847; 10/04/2024; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	22962	09/03/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22960	09/04/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22837	08/21/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22913	08/24/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22880	08/07/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22917	08/15/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22834	07/23/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22946	08/23/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22821	07/16/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22696	08/02/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22640	07/23/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22863	07/26/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22875	07/26/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22855	08/02/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22697	07/17/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22825	07/19/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 45.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187847; 10/04/2024; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	22692	07/17/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22691	08/06/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22696C	08/06/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22892	08/09/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22912	08/17/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22910	08/15/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22853	08/03/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22980	09/14/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	501328	08/12/2024	ANIMAL CONTROL		100-53001-165-00000	MEDICAL SUPPLIES	Idexx Felk/FIV/Heartworm Combo Tests	\$ 834.70
	4817	VETERINARY CENTER OF LIBERTY	501328	08/12/2024	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	health cert/ rabies	\$ 76.25
	4817	VETERINARY CENTER OF LIBERTY	500876	08/05/2024	ANIMAL CONTROL		100-53001-165-00000	MEDICAL SUPPLIES	FVRCP Vaccines	\$ 407.76
	4817	VETERINARY CENTER OF LIBERTY	22995	09/19/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22708	09/18/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22964	09/20/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22965	09/20/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 45.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187847; 10/04/2024; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	22993	09/19/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 45.00
CHECK TOTAL FOR CHECK NUMBER 187847										\$ 2,863.71
187848; 10/04/2024; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0028554	05/16/2024	ANIMAL CONTROL		100-57015-165-00000	FACILITIES SECURITY MAINT	ADS Service	\$ 205.00
	4908	AMERICAN DIGITAL SECURITY LLC	INV0032120	09/01/2024	ANIMAL CONTROL		100-57015-165-00000	FACILITIES SECURITY MAINT	Monitoring/Cellular Backup	\$ 48.95
	4908	AMERICAN DIGITAL SECURITY LLC	INV0032953	09/26/2024	PARKS & RECREATION		465-57019-420-00000	BUILDING MAINTENANCE	Repairs to front entry camera	\$ 205.00
	4908	AMERICAN DIGITAL SECURITY LLC	33503	10/01/2024	PUBLIC WORKS		100-57019-203-00000	BUILDING MAINTENANCE	ST Alarm Monitoring	\$ 24.95
	4908	AMERICAN DIGITAL SECURITY LLC	INV0033041	10/01/2024	PARKS & RECREATION		460-57019-403-00000	BUILDING MAINTENANCE	Alarm Service	\$ 587.40
CHECK TOTAL FOR CHECK NUMBER 187848										\$ 1,071.30
187849; 10/04/2024; Outstanding; null										
	4954	TAXPAYERS UNLIMITED INC	9.2024	09/20/2024	FINANCE		100-21020-000-00000	UNION DUES PAYABLE - FIRE	September Fire Dues	\$ 18.00
CHECK TOTAL FOR CHECK NUMBER 187849										\$ 18.00
187850; 10/04/2024; Outstanding; null										
	5123	MO DEPT OF NATURAL RESOURCES	34602502206	08/05/2024	UTILITIES		590-55044-802-00000	MISCELLANEOUS FEES	Permit Fee	\$ 200.00
CHECK TOTAL FOR CHECK NUMBER 187850										\$ 200.00
187851; 10/04/2024; Outstanding; null										
	5191	OPENGOV INC	INV15234	09/16/2024	FINANCE-PO		100-70001-130-00000	CAPITAL EQUIPMENT		\$ 0.00
	5191	OPENGOV INC	INV15234	09/16/2024	FINANCE-PO	Travel Reimbursement - Amber	100-59026-130-00000	MISCELLANEOUS EXPENSES		\$ 444.25
CHECK TOTAL FOR CHECK NUMBER 187851										\$ 444.25

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187852; 10/04/2024; Outstanding; null										
	5257	NATHAN JONES	10/1/24	10/01/2024	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	5257	NATHAN JONES	10/1/24	10/01/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 57.00
CHECK TOTAL FOR CHECK NUMBER 187852										\$ 83.00
187853; 10/04/2024; Outstanding; null										
	5394	GALL'S INC	029149387	09/23/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 83.39
	5394	GALL'S INC	029149395	09/23/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 68.99
	5394	GALL'S INC	029052047	09/12/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Key Ring Holders and Asp Holders	\$ 330.70
CHECK TOTAL FOR CHECK NUMBER 187853										\$ 483.08
187854; 10/04/2024; Outstanding; null										
	5442	ZIPCO CONTRACTING INC	24-509	09/16/2024	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	Restroom Doors on 1st Floor City Hall	\$ 4,320.00
CHECK TOTAL FOR CHECK NUMBER 187854										\$ 4,320.00
187855; 10/04/2024; Outstanding; null										
	5460	VALVOLINE LLC	85420	09/12/2024	ANIMAL CONTROL		100-57009-165-000000	VEHICLE MAINTENANCE	Oil Change	\$ 34.99
	5460	VALVOLINE LLC	85525	09/14/2024	ANIMAL CONTROL		100-57009-165-000000	VEHICLE MAINTENANCE	Oil Change	\$ 34.99
	5460	VALVOLINE LLC	86324	09/27/2024	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Serviced Vehicle #403	\$ 34.99
CHECK TOTAL FOR CHECK NUMBER 187855										\$ 104.97

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187856; 10/04/2024; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	5219	09/25/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Badges	\$ 777.40
	5482	ALTERATIONS & CUSTOM SEWING ST	5391	09/18/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Blatt Tie	\$ 10.00
CHECK TOTAL FOR CHECK NUMBER 187856										\$ 787.40
187857; 10/04/2024; Outstanding; null										
	5602	M & M GOLF CARS LLC	22924	09/25/2024	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Golf Cart For Soccer	\$ 600.00
CHECK TOTAL FOR CHECK NUMBER 187857										\$ 600.00
187858; 10/04/2024; Outstanding; null										
	5680	LAUREL SHOGER	10/1/2024	10/01/2024	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 20.00
	5680	LAUREL SHOGER	10/1/2024	10/01/2024	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 70.55
CHECK TOTAL FOR CHECK NUMBER 187858										\$ 90.55
187859; 10/04/2024; Outstanding; null										
	5710	K C BOBCAT INC.	18245862	09/26/2024	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	ST Skid Steer Veh Maintenance	\$ 3,849.28
CHECK TOTAL FOR CHECK NUMBER 187859										\$ 3,849.28
187860; 10/04/2024; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	1748848	09/26/2024	UTILITIES-PO		590-53009-802-000000	CHEMICALS	WTR HYDRATED LIME	\$ 8,941.16
	5761	MISSISSIPPI LIME CO INC	1749348	09/30/2024	UTILITIES-PO		590-53009-802-000000	CHEMICALS	WTR HYDRATED LIME	\$ 9,019.06
CHECK TOTAL FOR CHECK NUMBER 187860										\$ 17,960.22
187861; 10/04/2024; Outstanding; null										
	5904	HOFFMAN/DR BRADFORD V	OCTOBER 2024	09/30/2024	FIRE-PO		100-55014-302-000000	MEDICAL FEES	Fire medical director	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 187861										\$ 1,000.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187862; 10/04/2024; Outstanding; null										
	5921	FLEX MADE EASY	LIB SEPTEMBER24	09/24/2024	FINANCE		100-55044-140-000000	MISCELLANEOUS FEES	Flex Spending Acct Fees	\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 187862										\$ 50.00
187863; 10/04/2024; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4049150	09/15/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 372.96
CHECK TOTAL FOR CHECK NUMBER 187863										\$ 372.96
187864; 10/04/2024; Outstanding; null										
	6018	HDR ENGINEERING INC	1200641113	07/31/2024	PUB WRKS-PO		351-70020-612-000000	CONSTRUCTION CONTRACT	STORM WATER MASTER PLAN	\$ 17,175.00
CHECK TOTAL FOR CHECK NUMBER 187864										\$ 17,175.00
187865; 10/04/2024; Outstanding; null										
	6045	VEENSTRA & KIMM INC	47413-8	09/20/2024	PUB WRKS-PO		352-57035-605-000000	BRIDGE MAINT REPLC PROJ	MARILYNN BRIDGE DESIGN	\$ 1,094.29
CHECK TOTAL FOR CHECK NUMBER 187865										\$ 1,094.29
187866; 10/04/2024; Outstanding; null										
Funeral Plant Mark Giddens - LAS Volunteer	6115	HY-VEE FOOD	661322589706613	09/24/2024	HR & RISK MGMT		100-59026-140-000000	MISCELLANEOUS EXPENSES	Funeral Plant Mark Giddens LAC Volunteer	\$ 87.00
CHECK TOTAL FOR CHECK NUMBER 187866										\$ 87.00
187867; 10/04/2024; Outstanding; null										
Mowing Week of 9.9.24	6136	KITCHS LAWNCARE & LANDSC	2158	09/10/2024	CEMETERY MNTCE-PO	Mowing Week of 9.9.24	247-57024-204-000000	MOWING CONTRACT	2024 MOWING CONTRACT	\$ 2,100.00
Mowing Week of 9.23.24	6136	KITCHS LAWNCARE & LANDSC	2199	09/24/2024	CEMETERY MNTCE-PO	Mowing Week of 9.23.24	247-57024-204-000000	MOWING CONTRACT	2024 MOWING CONTRACT	\$ 2,100.00
CHECK TOTAL FOR CHECK NUMBER 187867										\$ 4,200.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187868; 10/04/2024; Outstanding; null										
	6320	CHUCK ANDERSON FORD INC	FOCS180684	08/26/2024	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	ST Oil Change	\$ 83.87
CHECK TOTAL FOR CHECK NUMBER 187868										\$ 83.87
187869; 10/04/2024; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	13537	09/25/2024	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Monthly Pest Control Service	\$ 60.00
	6333	PROFESSIONAL PEST SOLUTIONS	13538	09/25/2024	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Pest Control - September 2024	\$ 47.50
	6333	PROFESSIONAL PEST SOLUTIONS	13538	09/25/2024	UTILITIES		591-57019-902-000000	BUILDING MAINTENANCE	Pest Control - September 2024	\$ 47.50
	6333	PROFESSIONAL PEST SOLUTIONS	13445	08/28/2024	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Monthly Pest Control Service	\$ 60.00
	6333	PROFESSIONAL PEST SOLUTIONS	13535	09/25/2024	FIRE		100-55025-300-000000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	13536	09/25/2024	FIRE		100-55025-300-000000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	13534	09/25/2024	FIRE		100-55025-300-000000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	13539	09/25/2024	PUBLIC WORKS		100-57019-203-000000	BUILDING MAINTENANCE	ST Pest Control Sept.	\$ 43.00
CHECK TOTAL FOR CHECK NUMBER 187869										\$ 348.00
187870; 10/04/2024; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-92777	08/05/2024	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Window Cleaning	\$ 80.00
	6369	FISH WINDOW CLEANING	93762	09/26/2024	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	City Hall Window Cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 187870										\$ 160.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187871; 10/04/2024; Outstanding; null										
	6639	HAMPEL OIL INC	91862987	09/19/2024	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Powerdiesel TW	\$ 2,016.23
CHECK TOTAL FOR CHECK NUMBER 187871										\$ 2,016.23
187872; 10/04/2024; Outstanding; null										
	6668	CUSTOM GRAPHICS LLC	2086	09/23/2024	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	PKS BASEBALL SOFTBALL VB	\$ 373.40
	6668	CUSTOM GRAPHICS LLC	2085	09/23/2024	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Intro To Comp Softball Uniforms (Fall)	\$ 1,647.95
	6668	CUSTOM GRAPHICS LLC	2084	09/23/2024	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	PKS BASEBALL SOFTBALL VB	\$ 123.75
	6668	CUSTOM GRAPHICS LLC	2084	09/23/2024	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	NO PO- PKS BASEBALL SOFTBALL	\$ 988.15
	6668	CUSTOM GRAPHICS LLC	2083	09/23/2024	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	PKS BASEBALL SOFTBALL VB	\$ 4,967.95
CHECK TOTAL FOR CHECK NUMBER 187872										\$ 8,101.20
187873; 10/04/2024; Outstanding; null										
	6703	LIBERTY SOLAR, LLC	63	10/01/2024	NONE		461-56000-451-000000	ELECTRIC	SOLAR SERVICES	\$ 2,881.96
	6703	LIBERTY SOLAR, LLC	63	10/01/2024	NONE		590-56000-802-000000	ELECTRIC	SOLAR SERVICES	\$ 7,335.33
	6703	LIBERTY SOLAR, LLC	63	10/01/2024	NONE		591-56000-902-000000	ELECTRIC	SOLAR SERVICES	\$ 819.71
CHECK TOTAL FOR CHECK NUMBER 187873										\$ 11,037.00
187874; 10/04/2024; Outstanding; null										
	7108	WALKER TREE SERVICE INC	151593	09/20/2024	PUBLIC WORKS		100-57021-203-000000	TREE MAINTENANCE	Tree Removal at 500 Maple St.	\$ 4,841.28
CHECK TOTAL FOR CHECK NUMBER 187874										\$ 4,841.28

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

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										
187875; 10/04/2024; Outstanding; null										
Split across accounts according to the attached PA breakdown	8295	A T & T MOBILITY	X09012024	08/23/2024	NONE		100-56007-170-0000 00	MOBILE PHONES	mobile phones ATT/ First Net	\$ 401.00
Split across accounts according to the attached PA breakdown	8295	A T & T MOBILITY	X09012024	08/23/2024	NONE		100-56007-302-0000 00	MOBILE PHONES	Fire (EMS)	\$ 44.89
Split across accounts according to the attached PA breakdown	8295	A T & T MOBILITY	X09012024	08/23/2024	NONE		100-56007-303-0000 00	MOBILE PHONES	Fire (Training)	\$ 57.73
Split across accounts according to the attached PA breakdown	8295	A T & T MOBILITY	X09012024	08/23/2024	NONE		100-56007-304-0000 00	MOBILE PHONES	Fire (Prevent)	\$ 97.77
Split across accounts according to the attached PA breakdown	8295	A T & T MOBILITY	X09012024	08/23/2024	NONE		100-56007-300-0000 00	MOBILE PHONES	Fire (Admin)	\$ 470.13
CHECK TOTAL FOR CHECK NUMBER 187875										\$ 1,071.52
187876; 10/04/2024; Outstanding; null										
	8355	CENTRAL JACKSON CO FPD	TC24-159	07/03/2024	FIRE-PO		100-54004-303-0000 00	TRAINING COSTS	Fire continuing education	\$ 3,000.00
CHECK TOTAL FOR CHECK NUMBER 187876										\$ 3,000.00
187877; 10/04/2024; Outstanding; null										
	8397	REPUBLIC SERVICES #468	SEPT 2024	09/26/2024	NONE		595-55032-205-0000 00	REFUSE COLLECTION FEES	Solid Waste Collection	\$ 132,244.29
	8397	REPUBLIC SERVICES #468	SEPT 2024	09/26/2024	NONE		595-55032-205-0000 00	REFUSE COLLECTION FEES	Recycling Collection	\$ 39,897.10
CHECK TOTAL FOR CHECK NUMBER 187877										\$ 172,141.39

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

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										
187878; 10/04/2024; Outstanding; null										
	8879	ISABELLA PAOLETTI	10/1/2024	10/01/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 40.00
	8879	ISABELLA PAOLETTI	10/1/2024	10/01/2024	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 25.00
	8879	ISABELLA PAOLETTI	10/1/2024	10/01/2024	PARKS & RECREATION		460-55028-400-000000	ADVERTISING		\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 187878										\$ 85.00

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

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										
187879; 10/04/2024; Outstanding; null										
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		100-56007-170-0000 00	MOBILE PHONES	IT Mobile Phones/ Data - Verizon	\$ 5,205.75
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		100-57018-511-00000 0	MISC EQUIPMENT MAINT	PD	\$ 756.92
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		100-56007-302-0000 00	MOBILE PHONES	Fire (EMS)	\$ 480.42
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		460-56007-400-0000 00	MOBILE PHONES	Parks (Admin)	\$ 268.62
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		100-56007-480-0000 00	MOBILE PHONES	Parks (ComSvc)	\$ 45.62
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		465-56007-420-0000 00	MOBILE PHONES	Parks (LCC)	\$ 220.39
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		460-56007-403-0000 00	MOBILE PHONES	Parks (Maint)	\$ 91.24
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		461-56007-451-0000 00	MOBILE PHONES	Parks (Sports)	\$ 375.58
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		100-56007-482-0000 00	MOBILE PHONES	Parks (Trans)	\$ 215.12

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

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										
187879; 10/04/2024; Outstanding; null										
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		591-56007-903-000000	MOBILE PHONES	Wastewater (Admin)	\$ 87.28
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		591-56007-131-000000	MOBILE PHONES	Utilities/Wastewater (Util Billing)	\$ 486.82
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		591-56007-901-000000	MOBILE PHONES	Wastewater (Maint)	\$ 983.65
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		591-56007-902-000000	MOBILE PHONES	Wastewater (Treat)	\$ 423.42
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		590-56007-803-000000	MOBILE PHONES	Water (Supply) Admin	\$ 45.62
Split across accounts according to the attached PA breakdown	8933	VERIZON	9973487373	09/09/2024	NONE		590-56007-802-000000	MOBILE PHONES	Water (Supply)	\$ 481.43
CHECK TOTAL FOR CHECK NUMBER 187879										\$ 10,167.88
187880; 10/04/2024; Outstanding; null										
	999999	Mark Noonan	2236540	09/13/2024	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Remaining months on a cancelled Annual Senior Membership	\$ 77.00
CHECK TOTAL FOR CHECK NUMBER 187880										\$ 77.00
187881; 10/04/2024; Outstanding; null										
Refund For Sport not Playing	999999	Janelle Wynn	2250809	09/30/2024	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Credit for Basketball due to child not playing	\$ 115.00
CHECK TOTAL FOR CHECK NUMBER 187881										\$ 115.00

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

City of Liberty
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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										
187882; 10/04/2024; Outstanding; null										
Remaining 2 months of Annual Adult Membership	999999	Kristine Knutter	2251386	10/01/2024	PARKS & RECREATION		465-20010-000-0000 00	REFUNDS PAYABLE	Remaining 2 months of Annual Adult Membership	\$ 30.00
CHECK TOTAL FOR CHECK NUMBER 187882										\$ 30.00
187883; 10/04/2024; Outstanding; null										
Child not Playing	999999	Mathew Payne	2251641	10/01/2024	PARKS & RECREATION		461-20010-000-0000 00	REFUNDS PAYABLE	Child not Playing	\$ 115.00
CHECK TOTAL FOR CHECK NUMBER 187883										\$ 115.00
187884; 10/04/2024; Outstanding; null										
Not Playing	999999	Alli Neumann	2251647	10/01/2024	PARKS & RECREATION		461-20010-000-0000 00	REFUNDS PAYABLE	Not Playing	\$ 225.00
CHECK TOTAL FOR CHECK NUMBER 187884										\$ 225.00
187885; 10/04/2024; Outstanding; null										
	999999	Sarah Lammers	2251761	10/01/2024	PARKS & RECREATION		465-20010-000-0000 00	REFUNDS PAYABLE	Post Season STORM Conditioning Refund	\$ 75.00
CHECK TOTAL FOR CHECK NUMBER 187885										\$ 75.00
187886; 10/04/2024; Outstanding; null										
	999999	Eric Campbell	E CAMPBELL 9.20	09/06/2024	FINANCE		100-21014-000-0000 00	LONG TERM INS-SUN LIFE	Refund LTD SunLife Overpayment	\$ 9.20
CHECK TOTAL FOR CHECK NUMBER 187886										\$ 9.20
187887; 10/04/2024; Outstanding; null										
	999999	VICTOR J. EVERETT JR	EVERETT-REFUND	10/01/2024	FINANCE		590-20018-000-0000 00	ACCOUNTS PAYABLE-DEPOSITS	UNCLAIMED PROPERTY-REFUND 169470	\$ 83.49
CHECK TOTAL FOR CHECK NUMBER 187887										\$ 83.49

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

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										
187888; 10/04/2024; Outstanding; null										
	999999	MONICA FINK	FINK-REFUND	10/02/2024	FINANCE		590-20018-000-0000 00	ACCOUNTS PAYABLE- DEPOSITS	UNCLAIMED PROPERTY-REFUND CK #168963	\$ 67.22
CHECK TOTAL FOR CHECK NUMBER 187888										\$ 67.22
187889; 10/04/2024; Outstanding; null										
	999999	DANIEL JOHNSON	JOHNSON- REFUND	10/01/2024	FINANCE		590-20018-000-0000 00	ACCOUNTS PAYABLE- DEPOSITS	UNCLAIMED PROPERTY-REFUND	\$ 88.85
CHECK TOTAL FOR CHECK NUMBER 187889										\$ 88.85
187890; 10/04/2024; Outstanding; null										
	999999	Manuel Guerrero	MANUEL GUERRERO	09/06/2024	FINANCE		100-21014-000-0000 00	LONG TERM INS-SUN LIFE	Refund Ltd SunLife Overpayment	\$ 2.01
CHECK TOTAL FOR CHECK NUMBER 187890										\$ 2.01
187891; 10/04/2024; Outstanding; null										
	999999	GAETAN & CELINE MEDINA	MEDINA- REFUND	10/01/2024	FINANCE		590-20018-000-0000 00	ACCOUNTS PAYABLE- DEPOSITS	UNCLAIMED PROPERTY-REFUND 170666	\$ 179.72
CHECK TOTAL FOR CHECK NUMBER 187891										\$ 179.72
187892; 10/04/2024; Outstanding; null										
	999999	JENNIFER MONTAG	MONTAG- REFUND	10/02/2024	FINANCE		590-20018-000-0000 00	ACCOUNTS PAYABLE- DEPOSITS	UNCLAIMED PROPERTY-REFUND CK # 169261	\$ 132.27
CHECK TOTAL FOR CHECK NUMBER 187892										\$ 132.27
187893; 10/04/2024; Outstanding; null										
	999999	FERNANDO OSORNO	OSORNO- REFUND	10/01/2024	FINANCE		590-20018-000-0000 00	ACCOUNTS PAYABLE- DEPOSITS	UNCLAIMED PROPERTY-REFUND 168903	\$ 118.43
CHECK TOTAL FOR CHECK NUMBER 187893										\$ 118.43

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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 DATE										
187894; 10/04/2024; Outstanding; null										
	895	KYLE MCGINNIS	10/6/24-10/9/24	09/26/2024	FINANCE		100-54000-150-00000	TRAINING TRAVEL	APA Quad State Conf	\$ 552.07
CHECK TOTAL FOR CHECK NUMBER 187894										\$ 552.07
187895; 10/04/2024; Outstanding; null										
Will Pick Up Check	9209	LIBERTY SPORTS OFFICIALS	FALL 9 - 2024	09/24/2024	PARKS & REC-PO	Will Pick Up Check	461-55041-451-00000	CONTRACT LABOR	PKS OFFICIATING SERVICES	\$ 1,306.00
	9209	LIBERTY SPORTS OFFICIALS	FALL 8	09/24/2024	PARKS & REC-PO	Will Pick Up Check	461-55041-451-00000	CONTRACT LABOR	PKS OFFICIATING SERVICES	\$ 299.00
Will Pick Up Check	9209	LIBERTY SPORTS OFFICIALS	FALL 11	09/24/2024	PARKS & REC-PO	Will Pick Up Check	461-55041-451-00000	CONTRACT LABOR	PKS OFFICIATING SERVICES	\$ 1,837.00
Will Pick Up Check	9209	LIBERTY SPORTS OFFICIALS	FALL 10	09/24/2024	PARKS & REC-PO	Will Pick Up Check	461-55041-451-00000	CONTRACT LABOR	PKS OFFICIATING SERVICES	\$ 303.00
	9209	LIBERTY SPORTS OFFICIALS	FALL 12-2024	10/01/2024	PARKS & REC-PO		461-55041-451-00000	CONTRACT LABOR	PKS OFFICIATING SERVICES	\$ 715.50
CHECK TOTAL FOR CHECK NUMBER 187895										\$ 4,460.50
Grand Total:										\$ 373,291.62

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

Fiscal Year: 2024 Journal entry number: 2195 Journal entry date: 09/30/2024 Sept 2024 UMB Visa

JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split PO Item Compl Encumbrance Employee Asset id		
Number Number		Number Seq Number Liquid Amt Number		
557 100-10001-000-000000	CASH AND INVESTMENTS		.00	24,315.67
297 100-20017-000-000000	CRIMINAL HISTORY CHECK FEE	Mo State Hwy Patrol	450.00	.00
2069		N		
531 100-53000-110-000000	GENERAL SUPPLIES	Amazon.Com*rm6p61hb1	39.95	.00
2069		N		
314 100-59004-110-000000	MEETING EXPENSE	Sq *gusto! Creekside	12.65	.00
2069		N		
389 100-59004-110-000000		Tst* 3halves Brewing Co.	65.93	.00
2069		N		
436 100-59004-110-000000		Homegrown Liberty	63.25	.00
2069		N		
537 100-59004-110-000000		Clay County Economic Dev	500.00	.00
2069		N		
Totals for account: 10011059004000000			641.83	*
243 100-53000-111-000000	GENERAL SUPPLIES	Amazon Mktp lace Pmts	.00	9.95
2069		N		
346 100-53000-111-000000		Amazon Mktp l	9.95	.00
2069		N		
Totals for account: 10011153000000000			9.95	9.95 *
122 100-59026-113-000000	MISCELLANEOUS EXPENSES	Amazon Mark* Zt6a08472	40.25	.00
2069		N		
218 100-59026-113-000000		Amazon Mktp l	7.50	.00
2069		N		
222 100-59026-113-000000		Amazon Mktp l	8.98	.00
2069		N		
Totals for account: 10011359026000000			56.73	*
267 100-53000-116-000000	GENERAL SUPPLIES	Odp Bus Sol Llc # 106874	127.13	.00
2069		N		
95 100-53000-130-000000	GENERAL SUPPLIES	Amazon.Com*zt16m9fz1	22.21	.00
2069		N		
120 100-53000-130-000000		Office Depot #2167	.00	70.49
2069		N		
124 100-53000-130-000000		Office Depot #2167	70.49	.00
2069		N		

Fiscal Year: 2024 Journal entry number: 2195 Journal entry date: 09/30/2024 Sept 2024 UMB Visa

Fiscal Year: 2024 Journal entry number: 2195 Journal entry date: 09/30/2024 Sept 2024 UMB Visa

JE Account Number Line	Description	Item Description					Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Split Seq Number	PO Item Comp1	Encumbrance Liquid Amt	Employee Asset id Number
307 100-53000-130-000000 2069		GENERAL SUPPLIES		Staples	00118489		8.62	.00
336 100-53000-130-000000 2069				Amazon.Com	*r46p08hr2		40.42	.00
341 100-53000-130-000000 2069				Hy-Vee Liberty	1384		9.33	.00
412 100-53000-130-000000 2069				Amazon Mktp1			27.99	.00
430 100-53000-130-000000 2069				Amazon Mark*	Rf3681y01		.00	53.98
440 100-53000-130-000000 2069				Amazon Mktp1	place Pmts		.00	53.98
456 100-53000-130-000000 2069				Amazon Mktp1	place Pmts		.00	26.99
532 100-53000-130-000000 2069				Amzn Mktp	Us		18.38	.00
545 100-53000-130-000000 2069				Amazon Mktp1			27.37	.00
Totals for account: 100130530000000000							224.81	205.44 *
298 100-55044-130-000000 2069		MISCELLANEOUS FEES		Mo State Hwy	Patrol		9.25	.00
181 100-53000-140-000000 2069		GENERAL SUPPLIES		Amazon Mktp1			40.78	.00
21 100-54000-140-000000 2069		TRAINING TRAVEL		Kci Airport			140.00	.00
31 100-54000-140-000000 2069				Grand Hyatt	Washington		605.26	.00
34 100-54000-140-000000 2069				Grand Hyatt	Washington		907.89	.00
Totals for account: 100140540000000000							1,653.15	*
71 100-59004-140-000000 2069		MEETING EXPENSE		Had*Harry & David			97.25	.00
261 100-59026-140-000000 2069		MISCELLANEOUS EXPENSES		Amazon Mktp1			5.34	.00
249 100-53000-150-000000 2069		GENERAL SUPPLIES		Lowes #01565			3.98	.00

Fiscal Year: 2024 Journal entry number: 2195 Journal entry date: 09/30/2024 Sept 2024 UMB Visa

Fiscal Year: 2024 Journal entry number: 2195 Journal entry date: 09/30/2024 Sept 2024 UMB Visa

JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split Number Seq Number	Employee Asset id	
350 100-53000-150-000000 2069	GENERAL SUPPLIES	Personal Touch Engraving N	9.00	.00
486 100-53000-150-000000 2069		Odp Bus Sol Llc # 106874 N	81.33	.00
Totals for account: 100150530000000000			94.31	*
73 100-54001-150-000000 2069	REGISTRATION FEES	Staybridge Suites Fayette N	478.89	.00
390 100-54001-150-000000 2069		Arkansas* Regfic37zfa N	305.70	.00
Totals for account: 100150540010000000			784.59	*
342 100-59004-150-000000 2069	MEETING EXPENSE	La Costa Mexicana N	47.27	.00
160 100-59013-150-000000 2069	MEMBERSHIP DUES	Apa N	688.00	.00
266 100-59014-151-000000 2069	CLOTHING EXPENSES	Happy Times N	24.00	.00
504 100-59014-151-000000 2069		Happy Times N	236.00	.00
Totals for account: 100151590140000000			260.00	*
326 100-55035-160-000000 2069	OTHER FEES	B2b Prime N	.00	3,499.00
103 100-53009-165-000000 2069	CHEMICALS	Petedge N	227.34	.00
129 100-53000-170-000000 2069	GENERAL SUPPLIES	Amazon Reta* Rk91q91f1 N	99.73	.00
118 100-55001-170-000000 2069	INTERNET SERVICE FEES	Amazon Web Services N	48.01	.00
125 100-55001-170-000000 2069		Spectrum N	87.54	.00
132 100-55001-170-000000 2069		Spectrum N	495.00	.00
413 100-55001-170-000000 2069		Verizon N	38.00	.00
Totals for account: 100170550010000000			668.55	*

Fiscal Year: 2024 Journal entry number: 2195 Journal entry date: 09/30/2024 Sept 2024 UMB Visa

Fiscal Year: 2024 Journal entry number: 2195 Journal entry date: 09/30/2024 Sept 2024 UMB Visa

JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Vendor Name Number Number	Invoice Number PO Number	PO Item PO Item Number Split Seq Number	Encumbrance Liquid Amt	Employee Asset id Number
196 100-56007-170-000000 2069	MOBILE PHONES	Amazon Mktp1 N	56.94	.00
517 100-57016-170-000000 2069	IT MAINTENANCE & SERVICES	Dmarcian* Dmarcian, In N	239.88	.00
84 100-57030-170-000000 2069	SOFTWARE MAINTENANCE	Box, Inc. N	8,700.00	.00
75 100-60000-170-000000 2069	MINOR EQUIPMENT	Amazon.Com*zt2xv9tx0 N	39.44	.00
294 100-60000-170-000000 2069		Amazon Mktp1 N	144.18	.00
316 100-60000-170-000000 2069		Amazon Mktp1 N	130.90	.00
420 100-60000-170-000000 2069		Amazon Mktp1 N	234.94	.00
Totals for account: 100170600000000000			549.46	*
50 100-60004-170-000000 2069	MINOR COMPUTER EQUIPMENT	Amazon.Com*zt95h77e2 N	94.60	.00
51 100-60004-170-000000 2069		Amazon.Com*zt0464g20 N	46.88	.00
57 100-60004-170-000000 2069		Amazon Reta* Zt7cr8eg0 N	94.60	.00
Totals for account: 100170600040000000			236.08	*
347 100-53000-201-000000 2069	GENERAL SUPPLIES	Harbor Freight Tools 388 N	22.99	.00
223 100-54001-201-000000 2069	REGISTRATION FEES	www.Apwa.Net N	50.00	.00
201 100-57009-201-000000 2069	VEHICLE MAINTENANCE	Chuck Anderson Ford N	89.77	.00
60 100-57020-202-000000 2069	FACILITIES MAINTENANCE	Lowes #01565 N	202.54	.00
112 100-57020-202-000000 2069		Lowes #01565 N	53.40	.00
178 100-57020-202-000000 2069		oreilly 142 N	9.49	.00
200 100-57020-202-000000 2069		Mo Div Of Fire Safety N	25.75	.00

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
291 100-57020-202-000000 2069	FACILITIES MAINTENANCE	Amazon.Com*r42515p90 N	156.90	.00
325 100-57020-202-000000 2069		Amazon Mktp1 N	11.99	.00
404 100-57020-202-000000 2069		Amazon.Com*ru6062j30 N	100.12	.00
433 100-57020-202-000000 2069		Lowes #01565 N	32.48	.00
463 100-57020-202-000000 2069		Genes Cleaners N	51.65	.00
464 100-57020-202-000000 2069		Northland Feed N	22.64	.00
481 100-57020-202-000000 2069		Personal Touch Engraving N	58.00	.00
524 100-57020-202-000000 2069		Sherwin williams 707215 N	102.58	.00
Totals for account: 10020257020000000			827.54	*
155 100-53000-203-000000 2069	GENERAL SUPPLIES	Sams Club #6247 N	405.92	.00
425 100-53000-203-000000 2069		Adj-Kc Stay N	.00	31.50
431 100-53000-203-000000 2069		Amzn Mktp Us N	413.10	.00
432 100-53000-203-000000 2069		Adj-Custom Stays Llc - 6 N	.00	80.12
457 100-53000-203-000000 2069		Kc Stay N	31.50	.00
462 100-53000-203-000000 2069		Custom Stays Llc - 67540 N	80.12	.00
470 100-53000-203-000000 2069		Adj-Kc Stay N	.00	31.50
480 100-53000-203-000000 2069		Adj-Custom Stays Llc - 6 N	.00	576.22
505 100-53000-203-000000 2069		Lowes #01565 N	9.92	.00
534 100-53000-203-000000 2069		Custom Stays Llc - 67540 N	576.22	.00

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Check Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	Po Split Seq Number	PO Item Compl	Encumbrance Liquid Amt	Employee Asset id Number
555 100-53000-203-000000 2069		GENERAL SUPPLIES		Kc Stay		N	31.50	.00
Totals for account: 10020353000000000							1,548.28	719.34 *
16 100-57009-203-000000 2069		VEHICLE MAINTENANCE		Oreilly 142		N	11.49	.00
24 100-57009-203-000000 2069				Car Parts Distributing I		N	18.24	.00
102 100-57009-203-000000 2069				Midwest wheel Kc		N	327.62	.00
284 100-57009-203-000000 2069				Oreilly 142		N	58.20	.00
295 100-57009-203-000000 2069				Kearney Lawn		N	627.91	.00
319 100-57009-203-000000 2069				Oreilly 142		N	16.02	.00
366 100-57009-203-000000 2069				Sq *l & K Hardwoods		N	872.00	.00
388 100-57009-203-000000 2069				Feldmans Farm And		N	Home	39.99
391 100-57009-203-000000 2069				Oreilly 142		N	307.74	.00
408 100-57009-203-000000 2069				Amazon.Com*ru40333w0		N	475.96	.00
417 100-57009-203-000000 2069				Zamzow Manufacturing Com		N	277.40	.00
434 100-57009-203-000000 2069				Oreilly 142		N	12.66	.00
441 100-57009-203-000000 2069				Oreilly 142		N	25.32	.00
459 100-57009-203-000000 2069				Croft Trailer Supply Inc		N	145.50	.00
472 100-57009-203-000000 2069				Car Parts Distributing I		N	11.20	.00
479 100-57009-203-000000 2069				Oreilly 142		N	30.36	.00
493 100-57009-203-000000 2069				Oreilly 142		N	73.83	.00

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Vendor Name Number Number	Invoice Number PO Number	PO Item PO Item Number Split Seq Number	Encumbrance Liquid Amt	Employee Asset id Number
518 100-57009-203-000000 2069	VEHICLE MAINTENANCE	Oreilly 142 N	.00	1,053.51
539 100-57009-203-000000 2069		Oreilly 142 N	.00	54.44
541 100-57009-203-000000 2069		Oreilly 142 N	.00	100.96
543 100-57009-203-000000 2069		Oreilly 142 N	207.22	.00
548 100-57009-203-000000 2069		Oreilly 142 N	12.78	.00
550 100-57009-203-000000 2069		Used Tire City N	146.00	.00
Totals for account: 10020357009000000			3,697.44	1,208.91 *
409 100-59014-203-000000 2069	CLOTHING EXPENSES	Academy Sports #258 N	89.99	.00
519 100-59015-203-000000 2069	PROTECTIVE CLOTHING .00	Feldmans Farm And N	Home	16.99
142 100-60000-203-000000 2069	MINOR EQUIPMENT	Nte 5484 N	289.99	.00
13 100-53000-300-000000 2069	GENERAL SUPPLIES	My Sisters Garden N	107.00	.00
131 100-53000-300-000000 2069		Hy-Vee Liberty 1384 N	11.98	.00
141 100-53000-300-000000 2069		Odp Bus Sol Llc # .00	106874	74.43
153 100-53000-300-000000 2069		Odp Bus Sol Llc# .00	106869	6.90
Totals for account: 10030053000000000			224.29	*
33 100-53007-300-000000 2069	FOOD	Tst* 3halves Brewing Co. N	332.10	.00
203 100-53007-300-000000 2069		Eileens Colossal Cookie N	107.43	.00
Totals for account: 10030053007000000			439.53	*

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split Number Seq Number	Employee Asset id Number	
549 100-53012-300-000000 2069	EQUIPMENT SUPPLIES	Academy Sports #258 N	89.99	.00
9 100-57009-300-000000 2069	VEHICLE MAINTENANCE	McBee Coffee & Carwash - N	21.99	.00
293 100-57009-300-000000 2069		Midway Ford Truck Center N	58.92	.00
392 100-57009-300-000000 2069		Autozone #4440 N	41.38	.00
Totals for account: 10030057009000000			122.29	*
32 100-57019-300-000000 2069	BUILDING MAINTENANCE	Lowes #01565 N	11.28	.00
151 100-53012-301-000000 2069	EQUIPMENT SUPPLIES	Lowes #01565 N	142.28	.00
195 100-53014-301-000000 2069	STATION SUPPLIES	Oreilly 142 N	12.98	.00
198 100-53014-301-000000 2069		Lowes #01565 N	2.78	.00
348 100-53014-301-000000 2069		Lowes #01565 N	24.98	.00
393 100-53014-301-000000 2069		Lowes #01565 N	25.94	.00
424 100-53014-301-000000 2069		Batteries Plus #243 N	73.40	.00
Totals for account: 10030153014000000			140.08	*
15 100-57009-301-000000 2069	VEHICLE MAINTENANCE	Oreilly 142 N	427.99	.00
36 100-57009-301-000000 2069		The Home Depot #3019 N	27.96	.00
52 100-57009-301-000000 2069		Oreilly 142 N	80.95	.00
137 100-57009-301-000000 2069		Oreilly 142 N	95.94	.00
148 100-57009-301-000000 2069		Oreilly 142 N	31.98	.00
275 100-57009-301-000000 2069		Oreilly 142 N	54.00	.00

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Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split Number Seq Number	Encumbrance Liquid Amt	Employee Asset id Number
384 100-57009-301-000000 2069	VEHICLE MAINTENANCE	Oreilly 142 N	31.98	.00
Totals for account: 10030157009000000			750.80	*
361 100-59015-301-000000 2069	PROTECTIVE CLOTHING	Mace Shoe Repair N	40.00	.00
233 100-60000-301-000000 2069	MINOR EQUIPMENT	Amazon Reta* Rk3rr3x12 N	128.16	.00
5 100-57009-302-000000 2069	VEHICLE MAINTENANCE	McBee Coffee & Carwash - N	21.99	.00
17 100-57009-302-000000 .00		Midway Ford Truck Center		67.42
2069		N		
516 100-57009-302-000000		Midway Ford Truck nn	Center	373.28
Totals for account: 10030257009000000			462.69	*
64 100-54004-303-000000 2069	TRAINING COSTS	Eb *lithium-Ion Revolu N	55.20	.00
67 100-54004-303-000000 2069		Eb *lithium-Ion Revolu N	55.20	.00
134 100-54004-303-000000 2069		Eb *lithium-Ion Revolu N	55.20	.00
168 100-54004-303-000000 2069		Eb *lithium-Ion Revolu N	55.20	.00
371 100-54004-303-000000 2069		Aloft Dallas Downtown N	302.39	.00
379 100-54004-303-000000 2069		Aloft Dallas Downtown N	.00	294.25
383 100-54004-303-000000 2069		Aloft Dallas Downtown N	.00	242.29
385 100-54004-303-000000 2069		Aloft Dallas Downtown N	302.39	.00
394 100-54004-303-000000 2069		Aloft Dallas Downtown N	.00	294.25
419 100-54004-303-000000 2069		Margaritaville Resort N	459.96	.00
Totals for account: 10030354004000000			1,285.54	830.79 *

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Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
177 100-57009-303-000000 2069	VEHICLE MAINTENANCE	McBee Coffee & Carwash - N	21.99	.00
229 100-57009-303-000000 2069		Chuck Anderson Ford N	73.29	.00
Totals for account: 10030357009000000			95.28	*
8 100-57009-304-000000 2069	VEHICLE MAINTENANCE	McBee Coffee & Carwash - N	21.99	.00
14 100-53000-482-000000 2069	GENERAL SUPPLIES	Sutherlands 1214 N	20.97	.00
2 100-51000-483-000000 2069	REGULAR	Wm Supercenter #234 N	29.16	.00
235 100-53000-483-000000 2069	GENERAL SUPPLIES	Samsclub #6247 N	11.88	.00
509 100-53000-483-000000 2069		Amazon Mktp1 N	34.71	.00
553 100-53000-483-000000 2069		The Webstaurant Store In N	89.66	.00
Totals for account: 10048353000000000			136.25	*
236 100-53035-483-000000 2069	PROGRAM SUPPLIES	Samsclub #6247 N	25.06	.00
357 100-53035-483-000000 2069		Sams Club#6247 N	13.67	.00
496 100-53035-483-000000 2069		Amazon Ret* 112-004609 N	.00	42.88
525 100-53035-483-000000 2069		Amazon Mktp1 N	59.21	.00
Totals for account: 10048353035000000			97.94	42.88 *
406 100-55044-483-000000 2069	MISCELLANEOUS FEES	Helget Gas Products Inc N	160.91	.00
6 100-53000-501-000000 2069	GENERAL SUPPLIES	Amazon Reta* Zt7xm9291 N	135.80	.00
7 100-53000-501-000000 2069		Odp Bus Sol Llc # 106874 N	40.91	.00
82 100-53000-501-000000 2069		Academy Sports #258 N	149.98	.00

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Check Vendor Vendor Name Number Number	Invoice Number PO Number	PO Item PO Item Number Split Seq Number	Encumbrance Liquid Amt	Employee Asset id Number
99 100-53000-501-000000 2069	GENERAL SUPPLIES	Amazon Mktp1 N	121.47	.00
192 100-53000-501-000000 2069		Tst*longboards Wraps Lib N	76.28	.00
210 100-53000-501-000000 2069		Odp Bus Sol Llc # 106874 N	35.56	.00
214 100-53000-501-000000 2069		Amazon Mktp1 N	47.99	.00
365 100-53000-501-000000 2069		Jimmy Johns - 1052 N	72.05	.00
427 100-53000-501-000000 2069		Hy-Vee Liberty 1384 N	100.00	.00
500 100-53000-501-000000 2069		Amazon Mktp1 N	25.19	.00
Totals for account: 10050153000000000			805.23	*
126 100-54000-501-000000 2069	TRAINING TRAVEL	Hampton Inn Goddard N	481.75	.00
157 100-54000-501-000000 2069		Jw Marriott Indy N	959.40	.00
Totals for account: 10050154000000000			1,441.15	*
487 100-54001-501-000000 2069	REGISTRATION FEES	Pri Management Group N	159.00	.00
83 100-55044-501-000000 2069	MISCELLANEOUS FEES	Lowes #01565 N	10.48	.00
105 100-55044-501-000000 2069		Tlo Transunion N	150.20	.00
176 100-55044-501-000000 2069		Hy-Vee F&f Liberty 5384 N	15.34	.00
Totals for account: 10050155044000000			176.02	*
494 100-57009-501-000000 2069	VEHICLE MAINTENANCE	Charlies Car Wash Llc N	210.00	.00
27 100-60000-501-000000 2069	MINOR EQUIPMENT	Amazon Mark* Zt4cd6290 N	19.99	.00
43 100-60000-501-000000 2069		Amazon.Com*zt1se4gv1 N	10.96	.00

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Vendor Name Number Number	Invoice Number PO Number	PO Item Number	Split Comp1	Employee Asset id Number
		Seq Number		
44 100-60000-501-000000	MINOR EQUIPMENT	Amazon Mktp1	130.09	.00
2069		N		
80 100-60000-501-000000		Amzn Mktp Us	84.00	.00
2069		N		
227 100-60000-501-000000		Google *youtube Tv	72.99	.00
2069		N		
552 100-60000-501-000000		Amazon Mktp1	126.56	.00
2069		N		
Totals for account: 100501600000000000			444.59	*
418 100-60005-501-000000	VEHICLE CHANGEOVER COSTS	Mo Dmv	78.28	.00
2069		N		
12 100-53018-502-000000	SWAT TEAM SUPPLIES	Ferro Concepts	88.43	.00
2069		N		
154 100-53018-502-000000		Lowes #01565	56.94	.00
2069		N		
312 100-53018-502-000000		Happy Times	64.50	.00
2069		N		
Totals for account: 100502530180000000			209.87	*
171 100-53019-502-000000	ARMORY SUPPLIES	Wethepeopleholste	90.00	.00
2069		N		
367 100-53019-502-000000		Amzn Mktp Us	77.10	.00
2069		N		
Totals for account: 100502530190000000			167.10	*
144 100-55039-512-000000	REGIONAL ALERT SYSTEM	Spectrum	100.00	.00
2069		N		
Totals for fund: 100			30,831.98	30,831.98 **
571 244-10001-000-000000	CASH AND INVESTMENTS		.00	1,099.67
143 244-53022-119-000000	GRANT SUPPLIES	Lowes #01565	90.75	.00
2069		N		
232 244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	#NAME?	138.75	.00
2069		N		

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
149 244-55028-119-000000 2069	ADVERTISING	Facebk *bvyaz6lg32 N	483.53	.00
381 244-59011-119-000000 2069	HOMETOWN HOLIDAYS	Kc Photo B* (1 Of 2 Pa N	300.00	.00
447 244-59024-119-000000 2069	SITE WAYFINDING	Dri*signs N	86.64	.00
Totals for fund: 244			1,099.67	1,099.67 **
573 245-10001-000-000000	CASH AND INVESTMENTS		.00	615.30
411 245-54000-502-000000 2069	TRAINING TRAVEL	Hilton Hotels N	615.30	.00
Totals for fund: 245			615.30	615.30 **
575 247-10001-000-000000	CASH AND INVESTMENTS		.00	725.59
58 247-55011-204-000000 2069	ENGRAVING FEES	Frisbie Monuments N	260.00	.00
323 247-57009-204-000000 2069	VEHICLE MAINTENANCE	Truck Works N	437.75	.00
29 247-57022-204-000000 2069	GROUNDS/LANDSCAPING	Lowes #01565 N	27.84	.00
Totals for fund: 247			725.59	725.59 **
559 351-10001-000-000000	CASH AND INVESTMENTS		.00	1,636.55
251 351-57036-605-000000 2069	STREET SIGNS	The work zone N	272.00	.00
272 351-57036-605-000000 2069		The work zone N	74.50	.00
370 351-57036-605-000000 2069		The work zone N	207.90	.00
Totals for account: 35160557036000000			554.40	*

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split PO Item Compl Encumbrance Employee Asset id Number		
Number	Number	Number Seq Number		
19 351-57037-605-000000	STORM WATER MAINTENANCE	Bchardscapes Supply	257.50	.00
2069		N		
47 351-57037-605-000000		Feldmans Farm And Home	728.97	.00
2069		N		
76 351-57037-605-000000		Lowes #01565	71.76	.00
2069		N		
292 351-57037-605-000000		Lowes #01565	23.92	.00
2069		N		
Totals for account: 35160557037000000			1,082.15	*
Totals for fund: 351			1,636.55	1,636.55 **
561 352-10001-000-000000	CASH AND INVESTMENTS		.00	233.50
199 352-57022-403-000000	GROUNDS/LANDSCAPING MAINT	Siteone Landscape Supply	55.17	.00
2069		N		
226 352-57022-403-000000		Siteone Landscape Supply	110.34	.00
2069		N		
317 352-57022-403-000000		Feldmans Farm And Home	67.99	.00
2069		N		
Totals for account: 35240357022000000			233.50	*
Totals for fund: 352			233.50	233.50 **
563 356-10001-000-000000	CASH AND INVESTMENTS		.00	2,038.38
74 356-57019-305-000000	BUILDING MAINTENANCE	Lowes #01565	4.16	.00
2069		N		
37 356-70020-305-000000	CONSTRUCTION CONTRACT	Lowes #01565	24.98	.00
2069		N		
94 356-70020-305-000000		Lowes #01565	5.48	.00
2069		N		
100 356-70020-305-000000		Lowes #01565	62.64	.00
2069		N		
106 356-70020-305-000000		Lowes #01565	.00	5.98
2069		N		

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Check Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Split Seq Number	PO Item Comp1	Encumbrance Liquid Amt	Employee Asset id Number
194 356-70020-305-000000 2069		CONSTRUCTION CONTRACT		Central Restaurant Produ			950.00	.00
302 356-70020-305-000000 2069				Lowes #01565		N	34.90	.00
330 356-70020-305-000000 2069				Amazon Mktp1		N	120.38	.00
397 356-70020-305-000000 2069				Amazon Mktp1		N	30.02	.00
526 356-70020-305-000000 2069				Jorgenson Lockers		N	447.30	.00
533 356-70020-305-000000 2069				Amazon Mktp1		N	364.50	.00
Totals for account: 35630570020000000							2,040.20	5.98 *
Totals for fund: 356							2,044.36	2,044.36 **
565 460-10001-000-000000		CASH AND INVESTMENTS					.00	13,231.53
81 460-12002-000-000000 2069		A/R REIMBURSEABLE EXPENSES		Asi		N	309.52	.00
331 460-53000-400-000000 2069		GENERAL SUPPLIES		Amazon Mktp1		N	36.96	.00
224 460-53003-400-000000 2069		RECREATION SUPPLIES		Amazon Reta*	Rk9623v92	N	8.65	.00
230 460-53003-400-000000 2069				Amazon Mark*	R40dd0wn0	N	13.58	.00
352 460-53003-400-000000 2069				Amazon.Com*r43uy11a2		N	39.58	.00
416 460-53003-400-000000 2069				Lowes #01565		N	49.24	.00
489 460-53003-400-000000 2069				Amazon Reta*	Rm4f11io0	N	23.37	.00
498 460-53003-400-000000 2069				Vistaprint		N	155.99	.00
535 460-53003-400-000000 2069				Otc Brands		N	94.96	.00

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Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Split Seq Number	Employee Asset id	
Totals for account: 46040053003000000			385.37	*
225 460-53032-400-000000	OUTSIDE PRINTING	Signarama Kansas City No	419.40	.00
2069		N		
93 460-54004-400-000000	TRAINING COSTS	Pizza Shoppe - Liberty	125.94	.00
2069		N		
256 460-59002-400-000000	CHARITABLE FUND EXPENSES	Vistaprint	64.88	.00
2069		N		
429 460-59002-400-000000		Samsclub.Com	482.50	.00
2069		N		
Totals for account: 46040059002000000			547.38	*
42 460-59004-400-000000	MEETING EXPENSE	Hy-Vee Liberty 1384	24.99	.00
2069		N		
166 460-70001-400-000000	CAPITAL EQUIPMENT	Most Dependable Fountain	5,835.00	.00
2069		N		
402 460-70001-400-000000		Amazon Mktp1	18.99	.00
2069		N		
492 460-70001-400-000000		Amazon Mark* Ru6iv44j2	224.00	.00
2069		N		
529 460-70001-400-000000		Maxwarehouse.Com	428.78	.00
2069		N		
Totals for account: 46040070001000000			6,506.77	*
123 460-53000-403-000000	GENERAL SUPPLIES	Tompkins Industries- Inc	3.31	.00
2069		N		
150 460-53000-403-000000		Matheson Trigas 250003	104.00	.00
2069		N		
185 460-53000-403-000000		Lowes #01565	21.15	.00
2069		N		
216 460-53000-403-000000		Feldmans Farm And Home	1.38	.00
2069		N		
290 460-53000-403-000000		Feldmans Farm And Home	25.98	.00
2069		N		
473 460-53000-403-000000		Lowes #01565	42.44	.00
2069		N		
Totals for account: 46040353000000000			198.26	*

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Vendor Name Number Number	Invoice Number PO Number	PO Item PO Item Number Split Seq Number	Employee Asset id Number	
85 460-53008-403-000000 2069	MAINTENANCE MATERIALS	Lowes #01565 N	28.03	.00
280 460-53008-403-000000 2069		oreilly 142 N	.00	10.00
285 460-53008-403-000000 2069		oreilly 142 N	67.43	.00
398 460-53008-403-000000 2069		Amazon Mktp1 N	28.87	.00
455 460-53008-403-000000 2069		Amazon Mktp1 N	8.50	.00
520 460-53008-403-000000 2069		Lowes #01565 N	4.17	.00
Totals for account: 46040353008000000			137.00	10.00 *
90 460-53009-403-000000 2069	CHEMICALS	Sams Club #6247 N	13.48	.00
107 460-53009-403-000000 2069		Lowes #01565 N	45.85	.00
109 460-53009-403-000000 2069		Lowes #01565 N	55.74	.00
116 460-53009-403-000000 2069		Lowes #01565 N	17.63	.00
288 460-53009-403-000000 2069		Menards 3342 N	164.99	.00
301 460-53009-403-000000 2069		Feldmans Farm And Home N	303.96	.00
329 460-53009-403-000000 2069		Feldmans Farm And Home N	422.92	.00
Totals for account: 46040353009000000			1,024.57	*
351 460-57009-403-000000 2069	VEHICLE MAINTENANCE	Polaris Inc. N	23.74	.00
377 460-57009-403-000000 2069		Advance Auto Parts #6969 N	45.08	.00
380 460-57009-403-000000 2069		Advance Auto Parts #6969 N	.00	9.00
Totals for account: 46040357009000000			68.82	9.00 *

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Vendor Name Number Number	Invoice Number PO Number	PO Item PO Item Number Split Seq Number	Employee Asset id Number	
22 460-57018-403-000000	MISC EQUIPMENT MAINT .00	Feldmans Farm And	Home	48.74
2069		N		
25 460-57018-403-000000		Murphy Tractor 12	388.86	.00
2069		N		
26 460-57018-403-000000		Jenkins Iron & Steel Inc	665.00	.00
2069		N		
28 460-57018-403-000000		Heritage Tractor .00	Smithvi	21.50
2069		N		
61 460-57018-403-000000		Lowes #01565	9.75	.00
2069		N		
70 460-57018-403-000000		Tompkins Industries- Inc	262.48	.00
2069		N		
252 460-57018-403-000000		Amzn Mktp Us	174.99	.00
2069		N		
270 460-57018-403-000000		Lowes #01565	27.98	.00
2069		N		
278 460-57018-403-000000		Feldmans Farm And .00	Home	120.97
2069		N		
368 460-57018-403-000000		Amazon Mktp1	129.99	.00
2069		N		
Totals for account: 46040357018000000			2,034.20	*
228 460-57019-403-000000	BUILDING MAINTENANCE	In *cyclone, Inc.	63.30	.00
2069		N		
515 460-57019-403-000000		Lowes #01565	24.94	.00
2069		N		
528 460-57019-403-000000		Samsclub #6247	106.76	.00
2069		N		
Totals for account: 46040357019000000			195.00	*
422 460-57021-403-000000	TREE MAINTENANCE	Feldmans Farm And Home	39.98	.00
2069		N		
202 460-57027-403-000000	PLAYGROUND/SPRAYGROUND MAINT	Lowes #01565	100.11	.00
2069		N		
349 460-57027-403-000000		Most Dependable Fountain	305.00	.00
2069		N		

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JE Account Number Line	Description	Item Description				Debit Amount	Credit Amount	
Check Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Split Seq Number	PO Item Compl	Encumbrance Liquid Amt	Employee Asset id Number
521 460-57027-403-000000 2069		PLAYGROUND/SPRAYGROUND MAINT		Republic Services	Trash		285.43	.00
				N				
Totals for account: 46040357027000000							690.54	*
11 460-60015-403-000000 2069		MINOR TOOLS		Feldmans Farm	And Home		2.34	.00
				N				
163 460-60015-403-000000 2069				Lowes #01565			65.97	.00
				N				
209 460-60015-403-000000 2069				Harbor Freight	Tools 388		139.96	.00
				N				
328 460-60015-403-000000 2069				Oreilly	142		42.99	.00
				N				
407 460-60015-403-000000 2069				Waters Hardware	-Independ		199.94	.00
				N				
445 460-60015-403-000000 2069				Amazon Mktp1			54.63	.00
				N				
Totals for account: 46040360015000000							505.83	*
Totals for fund: 460							13,250.53	**
567 461-10001-000-000000		CASH AND INVESTMENTS					.00	20,390.15
206 461-53000-451-000000 2069		GENERAL SUPPLIES		Amazon.Com*rk5r41o20			45.99	.00
				N				
287 461-53000-451-000000 2069				Dlx For Smallbusiness			164.90	.00
				N				
303 461-53000-451-000000 2069				Amazon.Com*r44hz2zn1			25.05	.00
				N				
Totals for account: 46145153000000000							235.94	*
115 461-53003-451-000000 2069		RECREATION SUPPLIES		Amazon Mark*	Zt9t98mc2		203.83	.00
				N				
121 461-53003-451-000000 2069				Bib Background Checks			785.32	.00
				N				
263 461-53003-451-000000 2069				Bib Background Checks			60.77	.00
				N				

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split Number Seq Number	Employee Asset id	
299 461-53003-451-000000 2069	RECREATION SUPPLIES	Amazon.Com*r40u14su2 N	17.81	.00
501 461-53003-451-000000 2069		Dicks Sporting Goods N	182.97	.00
503 461-53003-451-000000 2069		Nflflagorder N	13,150.50	.00
511 461-53003-451-000000 2069		Amazon Mktp1 N	320.80	.00
Totals for account: 46145153003000000			14,722.00	*
495 461-54001-451-000000 2069	REGISTRATION FEES	Sports Turf Managers N	130.00	.00
514 461-54001-451-000000 2069		Sports Turf Managers N	130.00	.00
Totals for account: 46145154001000000			260.00	*
310 461-57018-451-000000 2069	MISC EQUIPMENT MAINT	Murphy Tractor 12 N	383.56	.00
18 461-57022-451-000000 2069	GROUNDS/LANDSCAPING .00	Stanion wholesale N	Electr	240.29
20 461-57022-451-000000 2069		Siteone Landscape .00	Supply	41.03
62 461-57022-451-000000 2069		Waters Hardware-Independ N	927.47	.00
104 461-57022-451-000000 2069		Lowes #01565 N	213.14	.00
111 461-57022-451-000000 2069		Siteone Landscape .00	Supply	1,914.23
169 461-57022-451-000000 2069		Siteone Landscape .00	Supply	50.24
257 461-57022-451-000000 2069		Siteone Landscape .00	Supply	312.86
363 461-57022-451-000000 2069		Lowes #01565 N	77.86	.00
378 461-57022-451-000000		Siteone Landscape	Supply	138.93

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split PO Item Compl Encumbrance Employee Asset id Number Number Number Seq Number		
465 461-57022-451-000000 2069	GROUNDS/LANDSCAPING	Siteone Landscape Supply N	857.61	.00
Totals for account: 46145157022000000			4,788.65	*
Totals for fund: 461			20,390.15	20,390.15 **
569 465-10001-000-000000	CASH AND INVESTMENTS		.00	8,788.48
40 465-55062-410-000000 2069	AEROBICS	Amazon Mktp1 N	24.99	.00
89 465-55062-410-000000 2069		Pst*torque Fitness N	130.00	.00
162 465-55062-410-000000 2069		Combat Brands/Ringside/F N	113.91	.00
313 465-55062-410-000000 2069		Amazon Mark* R43s16812 N	50.87	.00
Totals for account: 46541055062000000			319.77	*
55 465-55066-410-000000 2069	CHILD CARE PROGRAM	Amazon Mktp1ace Pmts N	.00	22.74
156 465-53000-420-000000 2069	GENERAL SUPPLIES	Amazon Mktp1 N	13.99	.00
191 465-53000-420-000000 2069		Amazon Reta* Rk5w14f81 N	8.90	.00
248 465-53000-420-000000 2069		Personal Touch Engraving N	37.50	.00
286 465-53000-420-000000 2069		Dlx For Smallbusiness N	164.91	.00
322 465-53000-420-000000 2069		Amazon Mktp1 N	6.99	.00
324 465-53000-420-000000 2069		Amazon Mark* R44t125u2 N	35.88	.00
405 465-53000-420-000000 2069		Helget Gas Products Inc N	160.92	.00
410 465-53000-420-000000 2069		Controltek N	123.34	.00

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split Number	Employee Asset id	
Number	Number	Number Seq Number	Liquid Amt	
428 465-53000-420-000000 2069	GENERAL SUPPLIES	Samsclub.Com N	25.86	.00
435 465-53000-420-000000 2069		McGuire Lock & Safe Llc N	9.75	.00
508 465-53000-420-000000 2069		Amazon Mark* Ru18b6cu2 N	78.48	.00
512 465-53000-420-000000 2069		Amzn Mktp Us N	99.98	.00
536 465-53000-420-000000 2069		Amazon Mktp1 N	5.70	.00
Totals for account: 465420530000000000			772.20	*
4 465-53008-420-000000 2069	MAINTENANCE MATERIALS	Sutherlands 1214 N	22.76	.00
10 465-53008-420-000000 2069		The Home Depot #3019 N	104.87	.00
39 465-53008-420-000000 2069		The Home Depot #3019 N	.00	150.00
49 465-53008-420-000000 2069		Lowes #01565 N	14.98	.00
56 465-53008-420-000000 2069		Lowes #01565 N	213.46	.00
59 465-53008-420-000000 2069		The Home Depot #3019 N	150.00	.00
68 465-53008-420-000000 2069		Wal-Mart #0234 N	15.13	.00
77 465-53008-420-000000 2069		Amazon Mktp1 N	89.87	.00
79 465-53008-420-000000 2069		Amazon Mark* Zt98b3j10 N	75.37	.00
87 465-53008-420-000000 .00		Sherwin williams N	707215	88.67
173 465-53008-420-000000 2069		Lowes #01565 N	500.40	.00
182 465-53008-420-000000 2069		Reeves-Wiedeman - .00	Libert	373.22
207 465-53008-420-000000		Amazon Beta* Rk82m8nc0 N	173.00	.00

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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 PO Item Encumbrance Employee Asset id		
Number Number		Number Split Number Liquid Amt Number		
		Seq Number		
245 465-53008-420-000000	MAINTENANCE MATERIALS	Amazon Mktp1	49.90	.00
2069		N		
247 465-53008-420-000000		Amazon Mark* R40h69s71	49.90	.00
2069		N		
264 465-53008-420-000000		Amazon Mark* R46511q41	49.90	.00
2069		N		
273 465-53008-420-000000		Amazon Mktp1	44.94	.00
2069		N		
315 465-53008-420-000000		Amazon Mktp1	17.99	.00
2069		N		
327 465-53008-420-000000		Amazon Mktp1	175.84	.00
2069		N		
345 465-53008-420-000000		Amazon Mktp1	306.03	.00
2069		N		
359 465-53008-420-000000		Stagespot Llc	.00	183.75
2069		N		
360 465-53008-420-000000		Amazon Mktp1	45.93	.00
2069		N		
399 465-53008-420-000000		Amazon Mktp1	133.83	.00
2069		N		
400 465-53008-420-000000		Amazon Mktp1	19.44	.00
2069		N		
403 465-53008-420-000000		Amazon Mktp1	9.89	.00
2069		N		
438 465-53008-420-000000		The Webstaurant Store In	17.68	.00
2069		N		
453 465-53008-420-000000		Amazon.Com*ru8hh53r0	14.94	.00
2069		N		
454 465-53008-420-000000		Sherwin williams 707215	45.13	.00
2069		N		
483 465-53008-420-000000		Stagespot Llc	380.00	.00
2069		N		
490 465-53008-420-000000		Lowes #01565	291.20	.00
2069		N		
497 465-53008-420-000000		Sherwin williams 707215	58.85	.00
2069		N		
499 465-53008-420-000000		Amazon Mktp1	19.79	.00
2069		N		

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split Number Seq Number	Employee Asset id	
554 465-53008-420-000000 2069	MAINTENANCE MATERIALS	Amazon Mktp1 N	29.22	.00
Totals for account: 46542053008000000			3,582.13	333.75 *
530 465-53009-420-000000 2069	CHEMICALS	Amazon Mktp1 N	25.64	.00
540 465-53009-420-000000 2069		Amzn Mktp Us N	27.98	.00
Totals for account: 46542053009000000			53.62	*
35 465-53038-420-000000 2069	RSVP GRANT	Vistaprint N	103.82	.00
146 465-53038-420-000000 2069		4imprint, Inc N	396.67	.00
289 465-53038-420-000000 2069		officemax/Officedept#687 N	100.86	.00
415 465-53038-420-000000 2069		Lowes #01565 N	49.24	.00
488 465-53038-420-000000 2069		Amazon Reta* Rm4f11io0 N	8.74	.00
513 465-53038-420-000000 2069		Amazon Reta* Rm7pf07x1 N	72.28	.00
Totals for account: 46542053038000000			731.61	*
215 465-54004-420-000000 2069	TRAINING COSTS	National Academy of Spor N	67.00	.00
72 465-55041-420-000000 2069	CONTRACT LABOR	Jani-King Of Kansas City N	77.25	.00
265 465-55044-420-000000 2069	MISCELLANEOUS FEES	Dropbox Sign Monthly N	20.00	.00
502 465-55044-420-000000 2069		Pandora For Business B N	28.95	.00
544 465-55044-420-000000 2069		Dropbox Sign Monthly N	20.00	.00
Totals for account: 46542055044000000			68.95	*
38 465-57001-420-000000 2069	VEHICLE FUEL	Qt 179 N	20.01	.00

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split Number Seq Number	Employee Asset id	
66 465-57018-420-000000 2069	MISC EQUIPMENT MAINT	Life Fitness Llc N	554.29	.00
140 465-57018-420-000000 2069		The Ups Store 2836 N	56.88	.00
145 465-57018-420-000000 2069		Life Fitness Llc N	117.97	.00
221 465-57018-420-000000 2069		In *rewind Fitness N	260.00	.00
296 465-57018-420-000000 2069		Life Fitness Llc N	672.16	.00
527 465-57018-420-000000 2069		Life Fitness Llc N	104.96	.00
Totals for account: 46542057018000000			1,766.26	*
152 465-57019-420-000000 2069	BUILDING MAINTENANCE	Lowes #01565 N	19.32	.00
174 465-57019-420-000000 2069		Platte Rental And Supply N	112.00	.00
175 465-57019-420-000000 2069		Bchardscapes Supply N	465.56	.00
211 465-57019-420-000000 2069		Fsp*a-1 Sewer & Septic S N	660.50	.00
241 465-57019-420-000000 2069		Lowes #01565 N	27.06	.00
Totals for account: 46542057019000000			1,284.44	*
130 465-60000-420-000000 2069	MINOR EQUIPMENT	Amazon Mktp l N	64.99	.00
279 465-60000-420-000000 2069		Amzn Mktp Us N	228.00	.00
522 465-60000-420-000000 2069		Amazon.Com*rm2allu22 N	108.74	.00
Totals for account: 46542060000000000			401.73	*
Totals for fund: 465			9,144.97	9,144.97 **

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Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split Number Seq Number	Employee Asset id	
577 590-10001-000-000000	CASH AND INVESTMENTS		.00	11,664.82
96 590-53000-131-000000	GENERAL SUPPLIES	Amazon.Com*zt16m9fz1	22.21	.00
2069		N		
337 590-53000-131-000000		Amazon.Com*r46p08hr2	40.42	.00
2069		N		
339 590-53000-131-000000		Hy-Vee Liberty 1384	9.34	.00
2069		N		
546 590-53000-131-000000		Amazon Mktp1	27.37	.00
2069		N		
Totals for account: 59013153000000000			99.34	*
471 590-53000-801-000000	GENERAL SUPPLIES	Hy-Vee Liberty 1384	21.74	.00
2069		N		
172 590-57004-801-000000	MAINS & LINES MAINTENANCE	Lowes #01565	13.92	.00
2069		N		
258 590-57004-801-000000		Reeves-wiedeman - Libert	56.77	.00
2069		N		
353 590-57004-801-000000		Lowes #01565	32.22	.00
2069		N		
369 590-57004-801-000000		Lowes #01565	29.48	.00
2069		N		
374 590-57004-801-000000		Uline	974.76	.00
2069		N		
396 590-57004-801-000000		Lowes #01565	35.58	.00
2069		N		
468 590-57004-801-000000		Lowes #01565	125.48	.00
2069		N		
Totals for account: 59080157004000000			1,268.21	*
91 590-57009-801-000000	VEHICLE MAINTENANCE	Feldmans Farm And Home	1.95	.00
2069		N		
158 590-57009-801-000000		Metal Supply Company	28.46	.00
2069		N		
240 590-57009-801-000000		Oreilly 142	73.24	.00
2069		N		
478 590-57009-801-000000		Oreilly 142	12.99	.00
2069		N		

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JE Account Number Line	Description	Item Description No					Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Split Seq Number	PO Item Comp1	Encumbrance Liquid Amt	Employee Asset id Number
506 590-57009-801-000000 2069	VEHICLE MAINTENANCE			Kranz Of Kansas City N			54.09	.00
Totals for account: 59080157009000000							170.73	*
183 590-57018-801-000000 2069	MISC EQUIPMENT MAINT			Sutherlands 1214 N			9.29	.00
238 590-57018-801-000000 2069				Foley Equipment N			257.08	.00
276 590-57018-801-000000 2069				Car Parts Distributing I N			62.80	.00
356 590-57018-801-000000 2069				The Home Depot #3019 N			12.74	.00
386 590-57018-801-000000 2069				Reeves-Wiedeman - .00			Libert	2.00
Totals for account: 59080157018000000							343.91	*
269 590-57019-801-000000 2069	BUILDING MAINTENANCE			Lowes #01565 N			13.68	.00
283 590-57019-801-000000 2069				Lowes #01565 N			18.96	.00
442 590-57019-801-000000 2069				Amazon Mktp1 N			52.00	.00
Totals for account: 59080157019000000							84.64	*
30 590-59014-801-000000 2069	CLOTHING EXPENSES			Feldmans Farm And Home N			67.93	.00
113 590-59014-801-000000 2069				Feldmans Farm And Home N			102.76	.00
205 590-59014-801-000000 2069				Boot Barn #210 N			107.96	.00
231 590-59014-801-000000 2069				Ls Rogers Sporting Go N			76.98	.00
Totals for account: 59080159014000000							355.63	*
23 590-59015-801-000000 2069	PROTECTIVE CLOTHING			Feldmans Farm And Home N			188.04	.00
63 590-59015-801-000000 2069				Academy Sports #258 N			27.98	.00

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JE Account Number Line	Description	Item Description					Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Split Seq Number	PO Item Comp1	Encumbrance Liquid Amt	Employee Asset id Number
135 590-59015-801-000000 2069		PROTECTIVE CLOTHING		Feldmans Farm	And Home		116.89	.00
136 590-59015-801-000000 2069				N			84.38	.00
139 590-59015-801-000000 2069				Feldmans Farm	And Home		84.38	.00
161 590-59015-801-000000 2069				N			71.26	.00
170 590-59015-801-000000 2069				Feldmans Farm	And Home		81.26	.00
220 590-59015-801-000000 2069				N			180.00	.00
244 590-59015-801-000000 2069				Ls Rogers Sporting Go			116.25	.00
344 590-59015-801-000000 2069				N			97.69	.00
376 590-59015-801-000000 2069				Ls Rogers Sporting Go			403.39	.00
467 590-59015-801-000000 2069				N			80.95	.00
510 590-59015-801-000000 2069				Boot Barn #210			200.00	.00
				N				
Totals for account: 59080159015000000							1,732.47	*
189 590-59026-801-000000 2069		MISCELLANEOUS EXPENSES		Samsclub #6247			75.52	.00
373 590-59026-801-000000 2069				N			128.13	.00
461 590-59026-801-000000 2069				Harbor Freight Tools 388			4.48	.00
475 590-59026-801-000000 2069				N			102.47	.00
476 590-59026-801-000000 2069				Ross Stores #1640			410.00	.00
485 590-59026-801-000000 2069				N			213.47	.00
				Wal-Mart #0234				
				N				
				Wabash Bbq				
				N				
				Sams Club #6247				
				N				
Totals for account: 59080159026000000							934.07	*

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Split Seq Number	Employee Asset id	
355 590-60000-801-000000 2069	MINOR EQUIPMENT	Amzn Mktp Us	99.49	.00
321 590-60015-801-000000 2069	MINOR TOOLS	Lowes #01565	28.96	.00
98 590-53000-802-000000 2069	GENERAL SUPPLIES	Lowes #01565	19.98	.00
108 590-53000-802-000000 2069		Lowes #01565	79.41	.00
212 590-53000-802-000000 2069		Lowes #01565	32.82	.00
358 590-53000-802-000000 2069		Wal-Mart #0234	47.20	.00
Totals for account: 590802530000000000			179.41	*
117 590-53008-802-000000 2069	MAINTENANCE MATERIALS	Feldmans Farm And Home	499.99	.00
197 590-53008-802-000000 2069		Lowes #01565	30.20	.00
320 590-53008-802-000000 2069		Lowes #01565	12.05	.00
437 590-53008-802-000000 2069		Grainger	49.98	.00
452 590-53008-802-000000 2069		Advance Auto Parts #6969	14.81	.00
482 590-53008-802-000000 2069		Grainger	371.04	.00
Totals for account: 590802530080000000			978.07	*
186 590-53010-802-000000 2069	LAB SUPPLIES	Usabluebook	124.57	.00
213 590-53010-802-000000 2069		Usabluebook	68.50	.00
305 590-53010-802-000000 2069		Usabluebook	1,124.80	.00
423 590-53010-802-000000 2069		Idexx Distribution Inc	256.36	.00
444 590-53010-802-000000 2069		Usabluebook	203.84	.00

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
Totals for account: 59080253010000000			1,778.07	*
46 590-54004-802-000000	TRAINING COSTS	Mo Dept Of Nat Resorc	51.25	.00
2069		N		
65 590-54004-802-000000		Mo Dept Of Nat Resorc	51.25	.00
2069		N		
86 590-54004-802-000000		Mo Dept Of Nat Resorc	51.25	.00
2069		N		
318 590-54004-802-000000		Awwa.Org	375.00	.00
2069		N		
Totals for account: 59080254004000000			528.75	*
1 590-57005-802-000000	WATER PLANT MAINTENANCE	Sutherlands 1214	28.18	.00
2069		N		
188 590-57005-802-000000		Grainger	748.37	.00
2069		N		
362 590-57005-802-000000		(Pc) 3588 Rensenhouse	1,927.12	.00
2069		N		
458 590-57005-802-000000		Lowes #01565	127.72	.00
2069		N		
Totals for account: 59080257005000000			2,831.39	*
179 590-57006-802-000000	WELLFIELD MAINTENANCE	Grainger	110.10	.00
2069		N		
450 590-57019-802-000000	BUILDING MAINTENANCE	Lowes #01565	30.96	.00
2069		N		
542 590-59014-802-000000	CLOTHING EXPENSES	Happy Times	87.50	.00
2069		N		
308 590-53000-803-000000	GENERAL SUPPLIES	Staples 00118489	1.38	.00
2069		N		
Totals for fund: 590			11,664.82	**
579 591-10001-000-000000	CASH AND INVESTMENTS		.00	26,470.88
97 591-53000-131-000000	GENERAL SUPPLIES	Amazon.Com*zt16m9fz1	22.21	.00
2069		N		

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Split Seq Number	Employee Asset id	
340 591-53000-131-000000 2069	GENERAL SUPPLIES	Hy-Vee Liberty 1384 N	9.34	.00
Totals for account: 59113153000000000			31.55	*
332 591-54000-901-000000 2069	TRAINING TRAVEL	Tst* Mamas On The Hill N	17.41	.00
333 591-54000-901-000000 2069		Exxon On The Run #506 N	11.90	.00
Totals for account: 59190154000000000			29.31	*
92 591-57004-901-000000 2069	MAINS & LINES MAINTENANCE	Napa Store 4140018 N	49.98	.00
304 591-57004-901-000000 2069		The Home Depot #3019 N	90.63	.00
469 591-57004-901-000000 2069		Lowes #01565 N	125.48	.00
491 591-57004-901-000000 2069		Amzn Mktp Us N	574.95	.00
547 591-57004-901-000000 2069		Lowes #01565 N	5.98	.00
Totals for account: 59190157004000000			847.02	*
159 591-57009-901-000000 2069	VEHICLE MAINTENANCE	Metal Supply Company N	28.46	.00
239 591-57009-901-000000 2069		oreilly 142 N	73.24	.00
507 591-57009-901-000000 2069		Kranz Of Kansas City N	54.09	.00
Totals for account: 59190157009000000			155.79	*
277 591-57018-901-000000 2069	MISC EQUIPMENT MAINT	Car Parts Distributing I N	62.80	.00
387 591-57018-901-000000 2069		Reeves-Wiedeman - Libert N	1.99	.00
Totals for account: 59190157018000000			64.79	*
443 591-57019-901-000000 2069	BUILDING MAINTENANCE	Amazon Mktp1 N	51.99	.00

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Vendor Name Number Number	Invoice Number PO Number	PO Item PO PO Item Encumbrance Employee Asset id Number Split Compl Liquid Amt Number		
164 591-59014-901-000000 2069	CLOTHING EXPENSES	Feldmans Farm And Home N	86.06	.00
364 591-59014-901-000000 2069		Feldmans Farm And Home N	42.50	.00
Totals for account: 59190159014000000			128.56	*
281 591-59015-901-000000 2069	PROTECTIVE CLOTHING	Feldmans Farm And Home N	70.00	.00
343 591-59015-901-000000 2069		Ls Rogers Sporting Go N	97.70	.00
375 591-59015-901-000000 2069		Uline N	403.38	.00
466 591-59015-901-000000 2069		Boot Barn #210 N	80.95	.00
Totals for account: 59190159015000000			652.03	*
147 591-59026-901-000000 2069	MISCELLANEOUS EXPENSES	Price Chopper #120 N	19.94	.00
190 591-59026-901-000000 2069		Samsclub #6247 N	75.52	.00
372 591-59026-901-000000 2069		Harbor Freight Tools 388 N	128.14	.00
460 591-59026-901-000000 2069		Ross Stores #1640 N	4.49	.00
474 591-59026-901-000000 2069		Wal-Mart #0234 N	102.47	.00
477 591-59026-901-000000 2069		Wabash Bbq N	410.00	.00
484 591-59026-901-000000 2069		Sams Club #6247 N	213.47	.00
Totals for account: 59190159026000000			954.03	*
127 591-60000-901-000000 2069	MINOR EQUIPMENT	Napa Store 4140018 N	50.39	.00
354 591-60000-901-000000 2069		Amzn Mktp Us N	99.49	.00
Totals for account: 59190160000000000			149.88	*

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JE Account Number Line	Description	Item Description				Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Split Seq Number	Encumbrance Liquid Amt	Employee Asset id Number
128 591-53000-902-000000 2069		GENERAL SUPPLIES		Office Depot #2167		732.96	.00
187 591-53000-902-000000 2069				In *clean It Up		2,798.28	.00
237 591-53000-902-000000 2069				Amazon Mktp1		50.25	.00
246 591-53000-902-000000 2069				Amzn Mktp Us		70.29	.00
254 591-53000-902-000000 2069				Amazon.Com*r461e9si0		55.98	.00
274 591-53000-902-000000 2069				Wm Supercenter #234		76.13	.00
414 591-53000-902-000000 2069				Amazon.Com*ru6y53592		56.98	.00
Totals for account: 59190253000000000						3,840.87	*
114 591-53008-902-000000 2069		MAINTENANCE MATERIALS		Amazon Mktp1		19.00	.00
259 591-53008-902-000000 2069				Uline		517.50	.00
311 591-53008-902-000000 2069				Advance Auto Parts #6969		66.07	.00
382 591-53008-902-000000 2069				Reeves-Wiedeman - Libert		325.32	.00
426 591-53008-902-000000 2069				Indelco Plastics Corp		300.54	.00
Totals for account: 59190253008000000						1,228.43	*
208 591-53010-902-000000 2069		LAB SUPPLIES		Usabluebook		334.60	.00
242 591-53010-902-000000 2069				Amazon Reta* Rk1t28ch1		54.68	.00
253 591-53010-902-000000 2069				Uline		488.93	.00
260 591-53010-902-000000 2069				Amazon Mktp1		73.95	.00
262 591-53010-902-000000 2069				Usabluebook		368.97	.00

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Split Seq Number	Employee Asset id	
523 591-53010-902-000000 2069	LAB SUPPLIES	Sigma Aldrich Us N	1,051.05	.00
Totals for account: 59190253010000000			2,372.18	*
119 591-54001-902-000000 2069	REGISTRATION FEES	Mo Dept Of Nat Resorc N	20.65	.00
48 591-54004-902-000000 2069	TRAINING COSTS	Holiday Inn At Six Flags N	321.64	.00
69 591-54004-902-000000 2069		In-A-Tub N	29.89	.00
110 591-54004-902-000000 2069		Landing Ea* Landing Ea N	155.38	.00
133 591-54004-902-000000 2069		White Castle 110050 N	8.73	.00
138 591-54004-902-000000 2069		White Castle 110050 N	3.27	.00
184 591-54004-902-000000 2069		Holiday Inn At Six Flags N	346.32	.00
234 591-54004-902-000000 2069		Schnucks Wentzville N	15.85	.00
255 591-54004-902-000000 2069		Sq *enviro-Clear N	772.05	.00
268 591-54004-902-000000 2069		Holiday Inn At Six Flags N	349.38	.00
271 591-54004-902-000000 2069		White Castle 110050 N	25.53	.00
338 591-54004-902-000000 2069		Schnucks Eureka Pointe N	19.44	.00
395 591-54004-902-000000 2069		Tst*the Fish Market - Li N	44.42	.00
401 591-54004-902-000000 2069		Mobettahs Liberty .00 N	37	54.79
421 591-54004-902-000000 2069		Moonlight Sushi N	41.00	.00
Totals for account: 59190254004000000			2,187.69	*
54 591-57005-902-000000 2069	WATER PLANT MAINTENANCE	Sq *kansas City Industri N	135.00	.00

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split Number Number Seq Number	Employee Asset id	
306 591-57005-902-000000 2069	WATER PLANT MAINTENANCE	Usabluebook N	8,061.18	.00
Totals for account: 59190257005000000			8,196.18	*
3 591-57009-902-000000 2069	VEHICLE MAINTENANCE	Ebay O*26-12029-91195 N	281.40	.00
167 591-57009-902-000000 2069		Advance Auto Parts #6969 N	17.32	.00
193 591-57009-902-000000 2069		Advance Auto Parts #6969 N	36.53	.00
217 591-57009-902-000000 2069		Napa Store 4140018 N	92.52	.00
250 591-57009-902-000000 2069		Feldmans Farm And Home N	171.93	.00
Totals for account: 59190257009000000			599.70	*
45 591-57019-902-000000 2069	BUILDING MAINTENANCE	Sq *kansas City Industri N	453.42	.00
78 591-57019-902-000000 2069		Lowes #01565 N	98.88	.00
88 591-57019-902-000000 2069		Lowes #01565 N	120.32	.00
448 591-57019-902-000000 2069		Amazon Mktp1 N	39.58	.00
Totals for account: 59190257019000000			712.20	*
449 591-60000-902-000000 2069	MINOR EQUIPMENT	Harbor Freight Tools 388 N	1,655.90	.00
53 591-60015-902-000000 2069	MINOR TOOLS	Amazon Mark* Zt4827041 N	45.75	.00
101 591-60015-902-000000 2069		Lowes #01565 N	6.98	.00
180 591-60015-902-000000 2069		Car Parts Distributing I N	251.40	.00
204 591-60015-902-000000 2069		Autozone #4440 N	114.77	.00
300 591-60015-902-000000 2069		Lowes #01565 N	78.84	.00

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JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Number	Vendor Name	Invoice Number PO Number PO Item Split PO Item Compl Encumbrance Employee Asset id		
Number Number		Number Seq Number		
334 591-60015-902-000000 2069	MINOR TOOLS	Car Parts Distributing I N	555.79	.00
335 591-60015-902-000000 2069		Harbor Freight Tools 388 N	609.11	.00
451 591-60015-902-000000 2069		The Home Depot 3019 N	399.00	.00
538 591-60015-902-000000 2069		Lowes #01565 N	529.00	.00
Totals for account: 59190260015000000			2,590.64	*
309 591-53000-903-000000 2069	GENERAL SUPPLIES	Staples 00118489 N	1.49	.00
Totals for fund: 591			26,470.88	26,470.88 **
581 592-10001-000-000000 41 592-70020-801-000000 2069	CASH AND INVESTMENTS CONSTRUCTION CONTRACT	White Cap #125 N	.00 18.69	416.43 .00
165 592-70020-801-000000 2069		Reeves-wiedeman - Libert N	9.89	.00
282 592-70020-801-000000 2069		Lowes #01565 N	17.64	.00
439 592-70020-801-000000 2069		Reeves-wiedeman - Libert N	370.21	.00
Totals for account: 59280170020000000			416.43	*
Totals for fund: 592			416.43	416.43 **
582 999-10001-000-000000 556 999-39100-000-000000 570 999-39244-000-000000 572 999-39245-000-000000 574 999-39247-000-000000 558 999-39351-000-000000	CASH AND INVESTMENTS EQ IN POOLED CASH - FUND 100 EQ IN POOLED CASH - FUND 244 EQ IN POOLED CASH - FUND 245 EQ IN POOLED CASH - FUND 247 EQ IN POOLED CASH - FUND 351		.00 24,315.67 1,099.67 615.30 725.59 1,636.55	111,626.95 .00 .00 .00 .00 .00

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JE Account Number	Description	Item Description					Debit	Credit
Line		No					Amount	Amount
Check Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	Po Split	PO Item Compl	Encumbrance Liquid Amt	Employee Asset id Number
560 999-39352-000-000000		EQ IN POOLED CASH - FUND	352				233.50	.00
562 999-39356-000-000000		EQ IN POOLED CASH - FUND	356				2,038.38	.00
564 999-39460-000-000000		EQ IN POOLED CASH - FUND	460				13,231.53	.00
566 999-39461-000-000000		EQ IN POOLED CASH - FUND	461				20,390.15	.00
568 999-39465-000-000000		EQ IN POOLED CASH - FUND	465				8,788.48	.00
576 999-39590-000-000000		EQ IN POOLED CASH - FUND	590				11,664.82	.00
578 999-39591-000-000000		EQ IN POOLED CASH - FUND	591				26,470.88	.00
580 999-39592-000-000000		EQ IN POOLED CASH - FUND	592				416.43	.00
Totals for fund: 999							111,626.95	111,626.95 **
Totals for journal entry number:2195							230,151.68	230,151.68 ***

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STAFF REPORT

Planning and Zoning Case #23-20A

Staff: Katherine Sharp, Director of Planning & Development

Date: September 9, 2024

GENERAL INFORMATION

Applications: Amendments to the Unified Development Ordinance (UDO) pertaining to Marijuana:

Section 30-17, Definitions
Section 30-62.4, District C-1, performance standards
Section 30-63.4, District C-2, performance standards
Section 30-64.4, District C-3, performance standards
Section 30-65.4, District CBD, performance standards
Section 30-68.4, District M-1, performance standards
Section 30-69.4, District M-2, performance standards
Section 30-80.1, Accessory Uses, residential

HISTORY

The Unified Development Ordinance (UDO) was approved in April 2005. Periodically, the City reviews potential changes that may be warranted due to changing technologies, trends, community preference, grammatical errors in the code, or planning commission direction. On November 6, 2018, Missouri voters approved Constitutional Amendment 2, establishing a right to access medical marijuana and establishing steps for state permits related to the use, cultivation, manufacturing, distribution, and dispensing of medical marijuana for qualifying patients. At that time, the City of Liberty updated our codes to allow the use, cultivation, and sales of medical marijuana. On November 8, 2022, the voters approved Amendment 3 to the Missouri Constitution revising Article XIV, Section 1 and adding a new Section 2 entitled, "Marijuana Legalization, Regulation, and Taxation" allowing the use of recreational marijuana for adults 21 years of age and older. As such, the City now needs to amend local ordinances regarding recreational or non-medical marijuana, particularly with regard to land use regulations.

Cities may regulate the "time, place, and manner" of the operation of marijuana facilities as long as the regulations are not "unduly burdensome on the operation" of the facility. The City of Liberty adopted a 300-foot buffer requirement between a marijuana facility and a primary or secondary school, child day-care center, or church when the medical marijuana regulations were approved.

There are four types of marijuana facilities:

- Marijuana Cultivation Facilities are where the plants will be grown, harvested, and processed.
- Marijuana Infused Products Facilities are where edibles or lotions containing marijuana are made.
- Marijuana Testing Facilities will test the quality, strength and purity of the marijuana, and is required for all products that will be sold at dispensaries.
- Marijuana Dispensary Facilities are commercial facilities licensed to store and sell marijuana products to medical patients and those 21 years of age and older.

These proposed amendments are based upon the rules by the Department of Health and Senior Services (DHSS). A change to the UDO requires public hearings at Planning Commission and City Council and appropriate legal notice in the paper. The legal notice for this amendment was posted in the Liberty Tribune on August 22, 2024. The public hearing for City Council is to be held September 9, 2024.

PROPOSED CODE AMENDMENT

The proposed city code amendments add definitions used in the state and local code, outline the permitted uses by zoning district, prescribe buffer distances, and assign specific use standards for marijuana facilities.

Definitions

The proposed city code amendment adds or amends definitions to the Unified Development Ordinance (UDO) for terms related to marijuana.

Permitted Uses

Department of Health and Senior Services defines the four types of marijuana facilities (cultivation, infusing, testing, dispensary). Presently, these are listed in the UDO for medical marijuana. The proposed city code amendment establishes marijuana dispensaries as a permitted use in the commercial zoning districts (C-1, C-2, C-3, and CBD). The proposed code designates industrial zoning (M-1, and M-2 zoning districts) for cultivation facilities, infused products manufacturing, and testing facilities. The four types of marijuana related uses appear to be most compatible with these zoning districts.

Buffer Distances

The proposed city code ordinance clarifies how the 300-foot buffer is measured from the school, child day-care center, or church, to the marijuana business. This definition matches the updated definition provided by the State DHSS.

Use/ Performance Standards

The following use standards are being proposed in the code amendment and will apply to all marijuana facilities:

- The 300-foot buffer requirement and definition of measurement for the buffer;
- All operations and storage must be contained within a fully enclosed building;
- No marijuana may be consumed on the premises;
- Hours of operation are restricted to 8am-10pm;
- State licenses must be displayed for the public;
- No marijuana-related businesses may be located in a building that contains a residence;
- Ventilation systems must be installed to prevent odors from leaving the premises of the building;
- Site Plan review is required.

Accessory Residential Use

The marijuana constitutional amendments allow for legal, personal cultivation of marijuana with a cultivation authorization from DHSS. Addressing this activity within the municipal code should provide the city some cover with complaints as the complainant can be advised the municipality has to allow such constitutionally authorized activity so long as it is done within the confines of the laws of the State. In this way, the city can pursue and appropriately respond to persons acting outside of the law.

RECOMMENDATION

Cunningham, Vogel, and Rost, P.C., Special Legal Counsel to the City, has drafted the proposed ordinance. Staff recommends approval of P&Z Case #23-20A.

PZ RECOMMENDATION

At its September 12, 2023 meeting, the Planning Commission voted 8-0-0 to recommend approval of PZ Case 23-20A as presented in the staff report.

ATTACHMENTS

- Exhibit A:** Proposed Ordinance
- Exhibit B:** Planning & Zoning meeting minutes excerpt

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LIBERTY, MISSOURI AMENDING CHAPTER 30,
UNIFIED DEVELOPMENT ORDINANCE, RELATING TO MARIJUANA BUSINESSES IN
COMPLIANCE WITH AMENDMENT 3 TO THE MISSOURI CONSTITUTION

WHEREAS, on November 6, 2018, the voters of the State of Missouri approved Amendment 2 adding a new Article XIV, Section 1 to the Missouri Constitution entitled, “Right to Access Medical Marijuana”; and

WHEREAS, on November 8, 2022, the voters of the State of Missouri approved Amendment 3 to the Missouri Constitution revising Article XIV, Section 1 and adding a new Section 2 entitled, “Marijuana Legalization, Regulation, and Taxation” (“Amendment 3”); and

WHEREAS, despite Amendment 3, marijuana remains a “Schedule 1 Controlled Substance” pursuant to the Controlled Substances Act of the United States and remains illegal under federal law; and

WHEREAS, nothing in this Ordinance, nor any other act, statement, or activity of the City of Liberty (the “City”), nor any officers, employees, or agents of the City acting in a ministerial or discretionary capacity on behalf of the City and acting in their official capacity as a City employee, in furtherance of and in compliance with Amendment 3 and this Ordinance shall be interpreted as authorization for any illegal activity, nor as any official policy of or statement by the City as to any illegal activity under state or federal law; and

WHEREAS, any zoning decisions or other authorizations including, but not limited to, building and occupancy permits or otherwise do not constitute an authorization by the City for any illegal activity, nor as any official policy of or statement by the City; and

WHEREAS, any authorization given by this Ordinance to any individual or legal business entity is only so given and is only so authorized to the extent allowed by the laws and policies of the State of Missouri and the United States of America; and

WHEREAS, Amendment 3 allows local governments to, “enact ordinances or regulations not in conflict” with Amendment 3, or with regulations enacted pursuant to Amendment 3 by the State of Missouri, governing the “time, place, and manner” of the operation of marijuana businesses so long as those regulations are not “unduly burdensome;” and

WHEREAS, the City has a substantial interest in protecting the public health, safety, order, comfort, convenience, and general welfare of the individual residents and businesses of the City; and

WHEREAS, overarching principles of good government and proper planning require the City to regulate marijuana businesses as allowed by Amendment 3; and

WHEREAS, the existing Zoning Code and regulations of the City do not provide for the location and regulation of non-medical marijuana businesses; and

WHEREAS, the City desires to amend its regulations for medical marijuana land uses to comply with Amendment 3 and establish reasonable regulations for the zoning of non-medical marijuana land uses in accordance with Amendment 3 and any rules and regulations promulgated by the Department of Health and Senior Services of the State of Missouri (the “Department”); and

WHEREAS, no person, business, activity, or use that possesses, cultivates, grows, uses, or distributes or is involved in the possession, cultivation, growing, using, or distribution of non-medical marijuana prior to the enactment of this Ordinance shall be deemed to have been legally established, and no such person, business, activity, or use shall be entitled to claim legal, non-conforming status under any provision of this Ordinance or applicable law; and

WHEREAS, nothing in this Ordinance allows a person, business, or other legal entity to possess, cultivate, grow, infuse, process, use, or distribute marijuana for any purpose other than to the extent authorized and limited by Amendment 3 and any rules and regulations regarding marijuana issued by the Department; and

WHEREAS, nothing in this Ordinance allows a person, business, or other legal entity to create, cause, engage in, or maintain a public nuisance injurious to the public health, safety, order, comfort, convenience, and general welfare of the residents of the City; and

WHEREAS, the City finds this Ordinance contains regulations which are not unduly burdensome, which are necessary to safeguard the public health, safety, order, comfort, convenience, and general welfare of the residents and businesses of the City, and which are reasonable regulations consistent with Amendment 3 regarding such things including, but not limited to, noise, air quality, neighborhood safety, security, other health and safety concerns, and reasonable restrictions on the time, place, and manner of marijuana businesses.

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

SECTION I

Section 30-17, Definitions, is hereby amended by repealing the following definitions:

Sec. 30-17. – Definitions.

ADMINISTER — The direct application of Marijuana to a Qualifying Patient, to the extent allowed by and pursuant to the terms of Article XIV, Section 1 of the Missouri Constitution, by way of any of the following methods:

- (1) Ingestion of capsules, teas, oils, and other Marijuana-Infused Products;
- (2) Vaporization or smoking of dried flowers, buds, plant material, extracts, oils;
- (3) Application of ointments or balms;
- (4) Transdermal patches and suppositories;
- (5) Consuming Marijuana-Infused food Products;
- (6) Any other method recommended by a Qualifying Patient's Physician or Nurse Practitioner as authorized by Article XIV, Section 1 of the Missouri Constitution.

MARIJUANA-INFUSED PRODUCTS — Products that are infused with Marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures, concentrates.

MEDICAL MARIJUANA BUFFER MEASUREMENT — In the case of a freestanding facility, the distance between the facility and the school, child day-care center, or church shall be measured from the external wall of the facility structure closest in proximity to the school, child day-care center, or church to the closest point of the property line of the school, child day-care center, or church. If the school, child-day care, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, child day-care center, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, child day-care center, or church shall be measured from the property line of the school, child day-care center, or church to the facility's entrance or exit closest in proximity to the school, child day-care center, or church. If the school, child day-care center, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, child day-care center, or church closest in proximity to the facility. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

MEDICAL MARIJUANA CULTIVATION FACILITY— A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility, medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA DISPENSARY FACILITY — A facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided by the State of Missouri solely pursuant to the terms of Article XIV, Section 1 of the Missouri Constitution to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility, or a medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY — A facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA TESTING FACILITY. A facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

MEDICAL USE — The production, possession, delivery, distribution, transportation, or administration of Marijuana or a Marijuana-Infused Product, or drug paraphernalia Marijuana Accessories used to Administer Marijuana or a Marijuana-Infused Product as provided by Article XIV, Section 1 of the Missouri Constitution, for the benefit of a Qualifying Patient to mitigate the symptoms or effects of the patient’s qualifying medical condition as defined in Missouri State law.

Any definition not repealed herein shall remain in full force and effect.

SECTION II

Section 30-17, Definitions, is hereby amended by adding the following definitions:

Sec. 30-17. – Definitions.

ADMINISTER — The direct application of Marijuana to a Qualifying Patient, to the extent allowed by and pursuant to the terms of Article XIV, Section 1 of the Missouri Constitution, by way of any of the following methods:

- (7) Ingestion of capsules, teas, oils, and other Marijuana-Infused Products;
- (8) Vaporization or smoking of dried flowers, buds, plant material, extracts, oils, and other Marijuana-Infused Products;
- (9) Application of ointments or balms;
- (10) Transdermal patches and suppositories;
- (11) Consuming Marijuana-Infused food Products;
- (12) Any other method recommended by a Qualifying Patient’s Physician or Nurse Practitioner as authorized by Article XIV, Section 1 of the Missouri Constitution.

COMPREHENSIVE MARIJUANA CULTIVATION FACILITY — A Facility licensed by the Department where Cultivation operations for Medical or adult use occur. A Comprehensive Marijuana Cultivation Facility need not segregate or account for its Marijuana Products as either non-Medical Marijuana or Medical Marijuana.

COMPREHENSIVE MARIJUANA DISPENSARY FACILITY — A Facility licensed by the Department where Marijuana Product is dispensed for Medical or adult use. Comprehensive Dispensary Facilities may receive transaction orders at the Dispensary directly from the Consumer in person, by phone, or via the internet, including from a third party. A Comprehensive Marijuana Dispensary Facility need not segregate or account for its Marijuana Products as either non-Medical Marijuana or Medical Marijuana but shall collect all appropriate tangible personal property sales tax for each sale, as set forth in Article XIV and provided for by general or local law.

COMPREHENSIVE MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY — A Facility licensed by the Department where Marijuana-Infused Products and Prerolls are manufactured for Medical or adult use. A Comprehensive Marijuana-Infused Products

Manufacturing Facility need not segregate or account for its Marijuana Products as either non-Medical Marijuana or Medical Marijuana.

CONSUMER — For purposes of marijuana regulation in accordance with Article XIV of the Missouri Constitution, an individual at least twenty-one (21) years of age.

CULTIVATION — As related to activity authorized pursuant to Article XIV of the Missouri Constitution and all rules and regulations issued by the Department, the process by which a person, business, or legal Entity promotes the germination and growth of a seed to a mature Marijuana plant.

DEPARTMENT — For purposes of marijuana regulation in accordance with Article XIV of the Missouri Constitution, the Missouri Department of Health and Senior Services, or its successor agency.

ENCLOSED, LOCKED FACILITY — For purposes of marijuana regulation in accordance with Article XIV of the Missouri Constitution: (A) A stationary, fully enclosed, locked space equipped with functioning security devices that permit access to only the Consumer(s), Qualifying Patient(s), or Primary Caregiver(s) who have informed the Department that this is the space where they will Cultivate Marijuana; and (B) the plants within the Enclosed, Locked Facility must not be visible to the unaided eye from a public space.

ENTITY — For purposes of marijuana regulation in accordance with Article XIV of the Missouri Constitution, a natural person, corporation, professional corporation, nonprofit corporation, cooperative corporation, unincorporated association, business trust, limited liability company, general or limited partnership, limited liability partnership, joint venture, or any other legal entity.

FACILITY — For purposes of marijuana regulation in accordance with Article XIV of the Missouri Constitution, the physical structure(s), including strip malls, and the premises on which the physical structures are located which are used by a licensed or certified Entity to perform its licensed or certified functions, whether the Entity is licensed or certified as a Medical Facility, Research Facility, or a Marijuana Facility.

IDENTIFICATION CARD — For purposes of marijuana regulation in accordance with Article XIV of the Missouri Constitution, a document, whether in paper or electronic format, issued by the Department that authorizes a Consumer cultivator, Qualifying Patient, Primary Caregiver, or facility agent to access Marijuana as provided by law.

INFUSED PREROLL — A consumable or smokable Marijuana Product, generally consisting of: (1) a wrap or paper, (2) dried Flower, buds, and/or plant material, and (3) a concentrate, oil, or other type of Marijuana extract, either within or on the surface of the product. Infused Prerolls may or may not include a filter or crutch at the base of the product.

MARIJUANA ACCESSORIES — Any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating,

cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing Marijuana into the human body.

MARIJUANA BUFFER MEASUREMENT –

In the case of a freestanding Facility, the distance between the Facility and the Elementary or Secondary School, Daycare, or Church shall be measured from the external wall of the Facility structure closest in proximity to the Elementary or Secondary School, Daycare, or Church to the closest point of the Property Line of the Elementary or Secondary School, Daycare, or Church. If the Elementary or Secondary School, Daycare, or Church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the Elementary or Secondary School, Daycare, or Church closest in proximity to the Facility.

In the case of a Facility that is part of a larger structure, such as an office building or strip mall, the distance between the Facility and the Elementary or Secondary School, Daycare, or Church shall be measured from the Property Line of the Elementary or Secondary School, Daycare, or Church to the Facility's entrance or exit closest in proximity to the Elementary or Secondary School, Daycare, or Church. If the Elementary or Secondary School, Daycare, or Church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the Elementary or Secondary School, Daycare, or Church closest in proximity to the Facility.

For purposes of this definition, measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

MARIJUANA BUSINESS — A Marijuana Facility, a Medical Facility, and a Marijuana Research Facility.

MARIJUANA DISPENSARY FACILITY or MARIJUANA DISPENSARY — A Medical Marijuana Dispensary Facility, a Comprehensive Marijuana Dispensary Facility, or a Microbusiness Dispensary Facility.

MARIJUANA FACILITY — A Comprehensive Marijuana Cultivation Facility, Comprehensive Marijuana Dispensary Facility, Marijuana Testing Facility, Transportation Facility, Comprehensive Marijuana-Infused Products Manufacturing Facility, Microbusiness Wholesale Facility, Microbusiness Dispensary Facility, or any other type of Marijuana-related facility or business licensed or certified by the Department but shall not include a Medical Facility or Marijuana Research Facility.

MARIJUANA-INFUSED PRODUCTS — Products that are infused, dipped, coated, sprayed, or mixed with Marijuana or an extract thereof, including, but not limited to, products that are able to be vaporized or smoked, edible products, ointments, tinctures, concentrates, ingestible products, topical products, suppositories, and Infused Prerolls.

MARIJUANA PRODUCT — Marijuana, Marijuana-Infused Products, or other products made using Marijuana, including Prerolls, unless otherwise provided for in the Department’s rules.

MARIJUANA RESEARCH FACILITY — A Facility licensed by the Department where activities intended to facilitate scientific research or education related to Marijuana Product occur.

MARIJUANA TESTING FACILITY — A Facility certified by the Department to acquire, test, certify, and transport Marijuana, including those originally licensed as a Medical Marijuana Testing Facility.

MEDICAL FACILITY — Any Medical Marijuana Cultivation Facility, Medical Marijuana Dispensary Facility, or Medical Marijuana-Infused Products Manufacturing Facility.

MEDICAL MARIJUANA CULTIVATION FACILITY — A facility licensed by the Department to engage in the process of Cultivating Marijuana that is limited to Medical Use at a Medical Marijuana Cultivation Facility. A Medical Marijuana Cultivation Facility's authority to process Marijuana shall include the production and sale of Prerolls but shall not include the manufacture of Marijuana- Infused Products.

MEDICAL MARIJUANA DISPENSARY FACILITY — A Facility licensed by the Department where Marijuana is dispensed only for Medical Use. Medical Marijuana Dispensary Facilities may receive transaction orders at the dispensary in person, by phone, or via the internet, including from a third party. A Medical Marijuana Dispensary Facility's authority to process Marijuana shall include the production and sale of Prerolls but shall not include the manufacture of Marijuana-Infused Products.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY — A Facility licensed by the Department where Marijuana-Infused Products and Prerolls are manufactured only for Medical Use.

MEDICAL USE — The production, possession, delivery, distribution, transportation, or administration of Marijuana or a Marijuana-Infused Product, or Marijuana Accessories used to Administer Marijuana or a Marijuana-Infused Product as provided by Article XIV, Section 1 of the Missouri Constitution, for the benefit of a Qualifying Patient to mitigate the symptoms or effects of the patient’s qualifying medical condition as defined in Missouri State law.

MICROBUSINESS DISPENSARY FACILITY — A Facility licensed by the Department to engage in the process of dispensing Marijuana for Medical Use or adult use. Microbusiness Dispensary Facilities may receive transaction orders at the dispensary directly from the Consumer in person, by phone, or via the internet, including from a third party. A Microbusiness Dispensary Facility’s authority to process Marijuana shall include the creation of Prerolls.

MICROBUSINESS WHOLESALE FACILITY — A Facility licensed by the Department to where Marijuana Cultivation operations for Medical or adult use occur and/or where Marijuana-Infused Products and Prerolls are manufactured for Medical Use or adult use. A Microbusiness Wholesale Facility may cultivate up to Two Hundred and Fifty (250) Flowering Plants at any given

time. A Microbusiness Wholesale Facility's authority to process Marijuana shall include the creation of Prerolls and Infused Prerolls.

NURSE PRACTITIONER — For purposes of marijuana regulation in accordance with Section XIV of the Missouri Constitution, an individual who is licensed and in good standing as an advanced practice registered nurse, or successor designation, under Missouri law.

PREROLL — A consumable or smokable Marijuana Product, generally consisting of: (1) a wrap or paper and (2) dried Flower, buds, and/or plant material. Prerolls may or may not include a filter or crutch at the base of the product.

TRANSPORTATION FACILITY — For purposes of marijuana regulation in accordance with Section XIV of the Missouri Constitution, a Facility certified by the Department to house operations involving the transport of Marijuana Product from a Marijuana Facility or Medical Facility; or to a Qualifying Patient, Primary Caregiver, or Consumer.

SECTION III

Section 30-62.4. – District C-1, performance standards, is hereby amended by repealing Subsection (5) in its entirety and enacting a new Subsection (5) to read as follows:

(5) *Standards for marijuana dispensaries.* No building shall be constructed, altered, or used for a marijuana dispensary without complying with the following regulations:

a. *Buffer requirement.* No marijuana dispensary shall be located within three hundred (300) feet of an existing elementary or secondary school, licensed child day-care center, or church. Measurements shall be made as described within section 30-17, definitions, marijuana buffer measurement.

b. *Outdoor operations or storage prohibited.* All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

c. *Onsite usage prohibited.* No marijuana may be smoked, ingested, or otherwise consumed on the premises of a marijuana dispensary.

d. *Hours of operation.* All marijuana dispensaries shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m. Except for a contractor, hired by the facility to perform specific work for the facility, no one not employed by the dispensary shall be present in such facility at any time closed to the public.

e. *Display of licenses required.* The marijuana license issued by the State of Missouri and any applicable City of Liberty business license shall be displayed in an open and conspicuous place on the premises.

f. *Residential dwelling units prohibited.* No marijuana dispensary shall be located in a building that contains a residence.

g. *Ventilation required.* All marijuana dispensaries shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

h. *Site plan review required.* Any plans for a marijuana dispensary facility shall meet the development plan and construction requirements outlined in the unified development ordinance and the most recently adopted International Building Codes and International Fire Codes.

i. *Additional Requirements.* All marijuana dispensary facilities shall comply with all applicable provisions of Article XIV of the Missouri Constitution as well as any and all applicable rules and regulations promulgated by the Department regulating Medical Marijuana including but not limited to security requirements, waste disposal, inventory control systems and procedures, lighting, parking, and environmental factors including air supply filtered through high-efficiency particulate air filters.

SECTION IV

Section 30-63.4. – District C-2, performance standards, is hereby amended by repealing Subsection (5) in its entirety and enacting a new Subsection (5) to read as follows:

(5) *Standards for marijuana dispensaries.* No building shall be constructed, altered, or used for a marijuana dispensary without complying with the following regulations:

a. *Buffer requirement.* No marijuana dispensary shall be located within three hundred (300) feet of an existing elementary or secondary school, licensed child day-care center, or church. Measurements shall be made as described within section 30-17, definitions, marijuana buffer measurement.

b. *Outdoor operations or storage prohibited.* All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

c. *Onsite usage prohibited.* No marijuana may be smoked, ingested, or otherwise consumed on the premises of a marijuana dispensary.

d. *Hours of operation.* All marijuana dispensaries shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m. Except for a contractor, hired by the facility to perform specific work for the facility, no one not employed by the dispensary shall be present in such facility at any time closed to the public.

e. *Display of licenses required.* The marijuana license issued by the State of Missouri and any applicable City of Liberty business license shall be displayed in an open and conspicuous place on the premises.

f. *Residential dwelling units prohibited.* No marijuana dispensary shall be located in a building that contains a residence.

g. *Ventilation required.* All marijuana dispensary facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

h. *Site plan review required.* Any plans for a marijuana dispensary facility shall meet the development plan and construction requirements outlined in the unified development ordinance and the most recently adopted International Building Codes and International Fire Codes.

i. *Additional Requirements.* All marijuana dispensary facilities shall comply with all applicable provisions of Article XIV of the Missouri Constitution as well as any and all applicable rules and regulations promulgated by the Department regulating Medical Marijuana including but not limited to security requirements, waste disposal, inventory control systems and procedures, lighting, parking, and environmental factors including air supply filtered through high-efficiency particulate air filters.

SECTION V

Section 30-64.4. – District C-3, performance standards, is hereby amended by repealing Subsection (5) in its entirety and enacting a new Subsection (5) to read as follows:

(5) *Standards for marijuana dispensaries.* No building shall be constructed, altered, or used for a marijuana dispensary without complying with the following regulations:

a. *Buffer requirement.* No marijuana dispensary shall be located within three hundred (300) feet of an existing elementary or secondary school, licensed child day-care center, or church. Measurements shall be made as described within section 30-17, definitions, marijuana buffer measurement.

b. *Outdoor operations or storage prohibited.* All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

c. *Onsite usage prohibited.* No marijuana may be smoked, ingested, or otherwise consumed on the premises of a marijuana dispensary.

d. *Hours of operation.* All marijuana dispensaries shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of

marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m. Except for a contractor, hired by the facility to perform specific work for the facility, no one not employed by the dispensary shall be present in such facility at any time closed to the public.

e. *Display of licenses required.* The marijuana license issued by the State of Missouri and any applicable City of Liberty business license shall be displayed in an open and conspicuous place on the premises.

f. *Residential dwelling units prohibited.* No marijuana dispensary shall be located in a building that contains a residence.

g. *Ventilation required.* All marijuana dispensary facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

h. *Site plan review required.* Any plans for marijuana dispensary facility shall meet the development plan and construction requirements outlined in the unified development ordinance and the most recently adopted International Building Codes and International Fire Codes.

i. *Additional Requirements.* All marijuana dispensary facilities shall comply with all applicable provisions of Article XIV of the Missouri Constitution as well as any and all applicable rules and regulations promulgated by the Department regulating Medical Marijuana including but not limited to security requirements, waste disposal, inventory control systems and procedures, lighting, parking, and environmental factors including air supply filtered through high-efficiency particulate air filters.

SECTION VI

Section 30-65.4. – District CBD, performance standards, is hereby amended by repealing Subsection (5) in its entirety and enacting a new Subsection (5) to read as follows:

(5) *Standards for marijuana dispensaries.* No building shall be constructed, altered, or used for a medical marijuana dispensary without complying with the following regulations:

a. *Buffer requirement.* No marijuana dispensary shall be located within three hundred (300) feet of an existing elementary or secondary school, licensed child day-care center, or church. Measurements shall be made as described within section 30-17, definitions, marijuana buffer measurement.

b. *Outdoor operations or storage prohibited.* All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

c. *Onsite usage prohibited.* No marijuana may be smoked, ingested, or otherwise consumed on the premises of a marijuana dispensary.

d. *Hours of operation.* All marijuana dispensaries shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m. Except for a contractor, hired by the facility to perform specific work for the facility, no one not employed by the dispensary shall be present in such facility at any time closed to the public.

e. *Display of licenses required.* The marijuana license issued by the State of Missouri and any applicable City of Liberty business license shall be displayed in an open and conspicuous place on the premises.

f. *Residential dwelling units prohibited.* No marijuana dispensary shall be located in a building that contains a residence.

g. *Ventilation required.* All marijuana dispensary facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

h. *Site plan review required.* Any plans for a marijuana dispensary facility shall meet the development plan and construction requirements outlined in the unified development ordinance and the most recently adopted International Building Codes and International Fire Codes.

i. *Additional Requirements.* All marijuana dispensary facilities shall comply with all applicable provisions of Article XIV of the Missouri Constitution as well as any and all applicable rules and regulations promulgated by the Department regulating Medical Marijuana including but not limited to security requirements, waste disposal, inventory control systems and procedures, lighting, parking, and environmental factors including air supply filtered through high-efficiency particulate air filters.

SECTION VII

Section 30-68.4. – District M-1, performance standards, is hereby amended by repealing Subsection (9) in its entirety and enacting a new Subsection (9) to read as follows:

(9) *Standards for marijuana cultivation facilities, marijuana-infused products manufacturing facilities, marijuana transportation facilities, microbusiness wholesale facilities, marijuana dispensary facilities, and marijuana testing facilities.* No building shall be constructed, altered, or used for a marijuana cultivation facility, marijuana-infused products manufacturing facility, marijuana transportation facilities, or marijuana testing facility without complying with the following regulations:

a. *Buffer requirement.* No marijuana cultivation facilities, marijuana-infused products manufacturing facilities, marijuana transportation facilities, microbusiness wholesale facilities, marijuana dispensary facilities, or marijuana testing facilities shall be located within three hundred (300) feet of an existing elementary or secondary school, licensed child day-care center, or church. Measurements shall be made as described within section 30-17, definitions, marijuana buffer measurement.

b. *Outdoor operations or storage prohibited.* All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

c. *Onsite usage prohibited.* No marijuana may be smoked, ingested, or otherwise consumed on the premises of a marijuana facility.

d. *Hours of operation.* All marijuana cultivation facilities, manufacturing facilities, marijuana transportation facilities, or testing facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m. Except for a contractor, hired by the facility to perform specific work for the facility, no one not employed by the facility shall be present in such facility at any time closed to the public.

e. *Display of licenses required.* The marijuana license issued by the State of Missouri and any applicable City of Liberty business license shall be displayed in an open and conspicuous place on the premises.

f. *Residential dwelling units prohibited.* No marijuana cultivation facilities, manufacturing facilities, marijuana transportation facilities, or testing facilities shall be located in a building that contains a residence.

g. *Ventilation required.* All marijuana businesses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

h. *Site plan review required.* Any plans for a marijuana cultivation facility, marijuana-infused products manufacturing facility, marijuana transportation facilities, marijuana testing facility, or marijuana dispensary facility shall meet the development plan and construction requirements outlined in the unified development ordinance and the most recently adopted International Building Codes and International Fire Codes.

SECTION VIII

Section 30-69.4. – District M-2, performance standards, is hereby amended by repealing Subsection (3) in its entirety and enacting a new Subsection (3) to read as follows:

(3) *Standards for marijuana cultivation facilities, marijuana-infused products manufacturing facilities, marijuana transportation facilities, microbusiness wholesale facilities, marijuana dispensary facilities, and marijuana testing facilities.* No building shall be constructed, altered, or used for marijuana cultivation facilities, marijuana-infused products manufacturing facilities, marijuana transportation facilities, microbusiness wholesale facilities, marijuana dispensary facilities, or marijuana testing facilities without complying with the following regulations:

a. *Buffer requirement.* No marijuana cultivation facilities, marijuana-infused products manufacturing facilities, marijuana transportation facilities, microbusiness wholesale facilities, marijuana dispensary facilities, or marijuana testing facilities shall be located within three hundred (300) feet of an existing elementary or secondary school, licensed child day-care center, or church. Measurements shall be made as described within section 30-17, definitions, marijuana buffer measurement.

b. *Outdoor operations or storage prohibited.* All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

c. *Onsite usage prohibited.* No marijuana may be smoked, ingested, or otherwise consumed on the premises of a marijuana facility.

d. *Hours of operation.* All marijuana cultivation facilities, marijuana-infused products manufacturing facilities, marijuana transportation facilities, or testing facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m. Except for a contractor, hired by the facility to perform specific work for the facility, no one not employed by the facility shall be present in such facility at any time closed to the public.

e. *Display of licenses required.* The marijuana license issued by the State of Missouri and any applicable City of Liberty business license shall be displayed in an open and conspicuous place on the premises.

f. *Residential dwelling units prohibited.* No marijuana cultivation facilities, marijuana-infused products manufacturing facilities, marijuana transportation facilities, or testing facilities shall be located in a building that contains a residence.

g. *Ventilation required.* All marijuana businesses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

h. *Site plan review required.* Any plans for a marijuana cultivation facility, marijuana-infused products manufacturing facility, marijuana transportation facility, marijuana testing facility, or marijuana dispensary facility shall meet the development plan and

construction requirements outlined in the unified development ordinance and the most recently adopted International Building Codes and International Fire Codes.

SECTION IX

Section 30-80.1 – Accessory uses, residential, is hereby amended by repealing Subsection (11) in its entirety and enacting a new Subsection (11) to read as follows:

(11) *Qualifying patient medical marijuana cultivation, primary caregiver medical marijuana cultivation, and consumer personal cultivation.* On any lot in the City of Liberty, a person possessing a current, valid medical marijuana cultivation identification card issued by the State of Missouri may have as an accessory use of marijuana cultivation as permitted by Article XIV of the Missouri Constitution so long as all the following provisions are met:

- a. The primary use of residential property where marijuana is grown shall remain at all times a residence, with legal and functioning cooking, eating, sleeping, and toilet facilities with proper ingress and egress.
- b. The cultivation must take place only in a facility that is enclosed, locked, and equipped with security devices (the "cultivation area"), and in conformance with all Missouri laws and regulations. Consumer personal Cultivation, Qualifying Patient, and Primary Caregiver Cultivation shall not take place at a place of business.
- c. The state-issued marijuana cultivation card must be clearly displayed within the cultivation area and in close proximity to the marijuana plants as required by state regulations.
- d. The cultivation area must have an odor control system that is at least as stringent as that which is required by state regulations and which complies with City of Liberty Nuisance Codes, chapter 21.
- e. The cultivation area shall comply with adopted building, fire, and other municipal codes and shall be properly ventilated so as not to create excessive heat, humidity, mold, hazardous atmosphere, or other related conditions.
- f. The use of compressed gas products, including but not limited to carbon dioxide and butane, solvents, or ozone generators in the cultivation area is prohibited.
- g. No person shall extract resins from marijuana using dangerous materials or combustible gases without a marijuana-infused product manufacturing facility license by the Missouri Department of Health and Senior Services.
- h. A Qualifying Patient may not hold or obtain both a Qualifying Patient Cultivation Identification Card and a Consumer personal Cultivation card at the same time, regardless of if the caregiver holds a Cultivation Identification Card on behalf of the Qualified Patient.

- i. All cultivated flowering marijuana plants in the possession of a qualifying patient or primary caregiver shall be clearly labeled with the qualifying patient's name.
- j. All medical marijuana cultivation must cease immediately upon the expiration, suspension, or revocation of a state-issued marijuana cultivation identification card.
- k. Nothing herein shall convey or establish a right to cultivate marijuana in a facility or premises where state or federal law or a private contract would otherwise prohibit doing so.
- l. The following additional rules shall apply to Consumer personal Cultivation:
 - 1. All Consumer personal Cultivation must take place at a private residence.
 - 2. One Consumer may not cultivate more than six (6) Flowering Plants, six (6) nonflowering plants fourteen (14) inches tall or more, and six (6) nonflowering plants under fourteen (14) inches tall. No more than twelve (12) Flowering Plants, twelve (12) nonflowering plants 14 inches tall or more, and twelve (12) nonflowering plants under 14 inches tall may be cultivated by Consumers at a single private residence, regardless of the number of Consumers who live at that private residence.
 - 3. Plants and Marijuana produced by the plants in excess of three (3) ounces must be kept at a private residence in a Cultivation Area.
 - 4. All cultivated Flowering Plants in the possession of a Consumer shall be clearly labeled with the Consumer's name.
- m. The following additional rules shall apply to Qualifying Patient Cultivation:
 - 1. One (1) Qualifying Patient, the Primary Caregiver for that person on their behalf, or a Consumer for personal Cultivation, may cultivate up to six (6) Flowering Plants and six (6) non-flowering Marijuana plants fourteen (14) inches tall or more, and six (6) nonflowering plants under fourteen (14) inches tall at any given time in a Cultivation Area, subject to the limitations herein, Article XIV, and rules and regulations of the Department.
 - 2. Two (2) Qualifying Patients, who both hold valid Medical Marijuana Cultivation Identification Cards, may share one (1) Cultivation Area but no more than twelve (12) Flowering Plants and twelve (12) non-flowering Marijuana plants fourteen (14) inches tall or more, and twelve (12) non-flowering Marijuana plants under fourteen (14) inches tall or more may be cultivated in a Cultivation Area.
 - 3. Under no circumstances shall a Qualifying Patient be entitled to cultivate, or have cultivated on his or her behalf, more than six (6) Flowering Plants.

4. Only one individual in a patient-caregiver relationship may be authorized for Cultivation on behalf of the Qualifying Patient.
 5. All cultivated Flowering Plants in the possession of a Qualifying Patient or Primary Caregiver shall be clearly labeled with the Qualifying Patient's name.
- n. The following additional rules shall apply to Primary Caregiver Cultivation:
- a. A Primary Caregiver may cultivate on behalf of more than one (1) Qualifying Patient and may utilize one or more Cultivation Area(s).
 - b. No Primary Caregiver cultivating Marijuana for more than one Qualifying Patient may exceed a total of twenty-four (24) Flowering Plants, twenty-four (24) nonflowering plants fourteen (14) inches tall or more, and twenty-four (24) nonflowering plants under fourteen (14) inches tall.
 - c. Only one individual in a patient-caregiver relationship may be authorized for Cultivation on behalf of the Qualifying Patient.
 - d. All cultivated Flowering Plants in the possession of a Primary Caregiver shall be clearly labeled with the Qualifying Patient's name.
 - e. A Primary Caregiver cultivator who is also authorized as a Qualifying Patient cultivator may grow the plants that belong to them as a Qualifying Patient cultivator, and the plants grown on behalf of their Qualifying Patient(s) using the same Cultivation Area.
 - f. A Primary Caregiver cultivator who is also authorized as a Consumer personal cultivator may not grow the plants that belong to them as an authorized Consumer personal cultivator and the plants grown on behalf of their Qualifying Patient(s) using the same Cultivation Area.

SECTION X

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

SECTION XI

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

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

I. Public Hearing Cases

A. PZ CASE 23-20A: Amendment to the Unified Development Ordinance related to Recreational Marijuana.

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

Chairman Rosekrans asked the commissioners if they had any questions for staff.

Commissioner Summers asked if the proposed amendments would provide protection for pre-schools from encroachment by marijuana-related facilities, as pre-schools are not explicitly listed in those uses buffered from such facilities.

Ms. Sharp stated that her interpretation of the Ordinance would include pre-schools within those uses to be buffered from marijuana-related facilities.

Commissioner Personett asked whether the UDO permits alcohol-oriented facilities analogous to the proposed "Marijuana Consumption Lounge" use, where individuals would bring their own product for consumption.

Ms. Sharp stated that she is not aware of such a use for the consumption of alcohol.

Commissioner Personett asked for clarification as to why marijuana facilities are required to buffer themselves from certain uses, while alcohol-oriented facilities are not.

Ms. Sharp explained that the buffer pertaining to marijuana-related facilities mirrors the regulations previously passed for medical marijuana several years prior.

Commissioner Waterman asked whether the proposed consumption lounges could also sell alcohol.

Ms. Sharp stated that she does not believe that would be permitted per the state regulations, and that the proposed amendments presented mirror the state's regulations on the matter. She said the City's alcohol regulations are no more lenient nor more restrictive than the state, and so staff took that approach with this as well.

Commissioner Holt noted that the smoking of cigarettes and cigars is prohibited in business establishments, and asked whether a prospective business owner could open a cigarette or cigar consumption lounge.

Ms. Sharp explained that the City's Code prohibits the smoking of tobacco products within a business establishment. At present the indoor smoking ban speaks only to tobacco and does not include cannabis. If the Consumption Lounge regulation is approved, an exception for marijuana smoking in such facilities would be an exception in that regulation.

Commissioner Personett asked whether somebody could smoke marijuana on a business' outdoor patio or seating area.

Ms. Sharp said she did not anticipate the City Council making that an allowed use at this

time, but that is within the Police code and not something yet determined by the City Council.

Commissioner Holt asked for clarification as to the origin of the 300-foot buffer, and whether the buffer distance can be altered.

Ms. Sharp explained that the 300 foot buffer was determined after a lengthy discussion at the City Council when the medical marijuana ordinance was approved. Communities can change it to suit their preferences.

Commissioner Reinier asked whether buffered uses, such as an elementary school or church, could move within the required buffer zone of an existing marijuana facility.

Ms. Sharp stated that in such an instance, the marijuana facility would be grandfathered in and permitted to remain at its location because it would have existed prior to the buffered use.

Chairman Rosekrans asked whether the City's legal counsel determined the 300-foot buffer distance.

Ms. Sharp stated that the City's legal counsel recommended the 300-foot buffer in order to mirror the city's current regulations for medical marijuana facilities, but that each community can decide for itself whether to increase or decrease the buffer distance required, or eliminate it completely.

Chairman Rosekrans asked for clarification as to the contents of the proposed amendments.

Ms. Sharp stated that the proposed amendments include updating the UDO's language to be comprehensive, permitting both medical and recreational marijuana facilities, in addition to providing a Special Use Permit requirement for Marijuana Consumption Lounges.

Commissioner Holt voiced concerns regarding permitting marijuana facilities in multi-tenant buildings due to the potential for odor to travel between units.

Ms Sharp said that could be changed in the recommended ordinance if the Commission preferred.

Commissioner Personett noted that he would be comfortable recommending approval of the language as it reflects the state's regulations.

Ms. Sharp noted that Commissioner Dilts, who could not attend tonight's meeting, had voiced concerns in an email to staff regarding the amendment's use of the word "church," as it is not typically encompassing of all places of worship. Ms. Sharp said the UDO defines a church as, "A building, including, but not limited to, a church, synagogue, temple, mosque, cathedral, chapel, sanctuary, or other facility wherein persons regularly assemble for religious worship maintained and controlled by a religious body having a principal use of religious worship or the offering of religious services of any denomination." The UDO's definition is therefore more inclusive than the colloquial use of the word "church," and, as a result, would protect all houses of worship regardless of

their religion or belief system. She said the term could be changed to "Places of Worship" if the Commission preferred.

Commissioner Holt said he felt that because the word "church" is used as a general term and because it was inclusive of all places of worship, he felt "church" was an acceptable term to use.

Chairman Rosekrans opened the public hearing and asked if there were any persons in the audience that would like to speak for or against the proposed text amendments. Seeing none, Chairman Rosekrans closed the public hearing.

Chairman Rosekrans asked the commissioners if they had any further questions. Seeing none, he asked for a motion.

Action: Commissioner Personett moved to approve the text amendments as presented in the staff report, Commissioner Evans seconded the motion.

Vote: Motion passed 8-0-0

Yes: Evans, Holt, Howard, Personett, Reinier, Rosekrans, Summers, Waterman

No: None

Abstain: None

Chairman Rosekrans said the proposed amendments would be heard in front of the City Council on Monday, September 25, 2023. (This case was later postponed to coincide with the Police Code changes related to recreational marijuana).



**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 14, 2024

A/R No.: 2024-169

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: Ordinance of the City of Liberty, Missouri Amending Chapter 22, Offenses-Miscellaneous, Relating to Marijuana in Compliance with Amendment 3 to the Missouri Constitution and Controlled Substances

Summary:

Approval of the Ordinance to Amend Chapter 22 relating to marijuana law changes.

Background:

This proposed ordinance is intended to update Chapter 22 on offenses to align with changes to the Missouri Constitution (Amendment 3) on marijuana legalization. The language utilized herein, including the penalty provisions, is pulled directly from Amendment 3. This ordinance also proposes to clarify certain provisions within the no smoking ordinance, specifically that unenclosed areas within bars or restaurants such as patios or outdoor seating areas may authorize tobacco smoking if they so choose.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ordinance re Amending Offenses Code for marijuana(Clean)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LIBERTY, MISSOURI AMENDING CHAPTER 22,
OFFENSES-MISCELLANEOUS, RELATING TO MARIJUANA IN COMPLIANCE WITH
AMENDMENT 3 TO THE MISSOURI CONSTITUTION AND CONTROLLED SUBSTANCES

WHEREAS, on November 6, 2018, the voters of the State of Missouri approved Amendment 2 adding a new Article XIV, Section 1 to the Missouri Constitution entitled, "Right to Access Medical Marijuana"; and

WHEREAS, on November 8, 2022, the voters of the State of Missouri approved Amendment 3 to the Missouri Constitution revising Article XIV, Section 1 and adding a new Section 2 entitled, "Marijuana Legalization, Regulation, and Taxation" ("Amendment 3"); and

WHEREAS, Amendment 3 makes it legal under state law for persons at least twenty-one years old to cultivate, possess, and use marijuana in accordance with Amendment 3, the rules and regulations promulgated by the Department of Human Health and Senior Services of the State of Missouri (the "Department"), and local ordinance; and

WHEREAS, Amendment 3 also establishes specific penalties for use, possession, and cultivation of marijuana in violation of Amendment 3, the rules and regulations promulgated by the Department, and local ordinance; and

WHEREAS, despite Amendment 3, marijuana remains a "Schedule 1 Controlled Substance" pursuant to the Controlled Substances Act of the United States and remains illegal under federal law; and

WHEREAS, the City desires to amend its offenses and penalty regulations in accordance with Amendment 3 and any rules and regulations promulgated by the Department; and

WHEREAS, the City further desires to amend its offenses code to clearly prohibit the possession of controlled substances; and

WHEREAS, nothing in this Ordinance shall be interpreted as authorization for any illegal activity; and

WHEREAS, nothing in this Ordinance allows a person to possess, cultivate, grow, infuse, process, use, or distribute marijuana for any purpose other than to the extent authorized and limited by Amendment 3, the rules and regulations regarding marijuana issued by the Department, and local ordinance.

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

SECTION I

Section 22-26, Possession or delivery of Paraphernalia, of Chapter 26, Offenses-Miscellaneous, are hereby repealed and replaced as follows:

Sec. 22-26. - Possession or delivery of controlled substances or paraphernalia.

(a) *Possession of a controlled substance.* A person commits the offense of possession of a controlled substance, as defined in Section 195.010, RSMo., if he or she knowingly possesses a controlled substance, except as authorized by Chapter 579, RSMo., or Chapter 195, RSMo. or only to the extent authorized by Article XIV of the Missouri Constitution and any and all rules and regulations promulgated by the Missouri Department of Health and Senior Services relating to legalized marijuana.

(b) *Possession of drug paraphernalia.* It is unlawful for any person to use, or to possess with intent to use, drug paraphernalia except and only to the extent as authorized by Article XIV of the Missouri Constitution and any and all rules and regulations promulgated by the Missouri Department of Health and Senior Services relating to legalized marijuana.

(c) *Manufacture or delivery of drug paraphernalia.* It is unlawful for any person to deliver, possess with intent to deliver, or manufacture with intent to deliver, drug paraphernalia, knowing that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance in violation of this section, except and only to the extent as authorized by Article XIV of the Missouri Constitution and any and all rules and regulations promulgated by the Missouri Department of Health and Senior Services relating to legalized marijuana. Any person who violates this subsection is guilty of a misdemeanor and upon conviction may be imprisoned for not more than ninety (90) days, fined not more than five hundred dollars (\$500.00) or both.

(d) *Delivery of drug paraphernalia to a minor.* Any person eighteen (18) years of age or over who violates this section by delivering drug paraphernalia to the person under eighteen (18) years of age who is at least three (3) years his junior is guilty of a special offense and upon conviction may be imprisoned for not more than ninety (90) days, fined not more than five hundred dollars (\$500.00) or both.

(e) *Severability.* If any provision of this section or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this section which can be given effect without the invalid provision or application, and to this end the provisions of this section are severable.

(f) *Assessment of expenses.* Any person found guilty of violations of this section shall be assessed court costs, laboratory fees, and incidental expenses.

SECTION II

Section 22-27, Possession of Marijuana, of Chapter 26, Offenses-Miscellaneous, is hereby repealed in its entirety and a new Section 22-27 is enacted to read as follows:

Section 22-27. - Public Use of Marijuana Prohibited; Marijuana Penalties.

(a) *Definition.* For the purposes of this Section, Marijuana shall mean: *Cannabis indica*, *Cannabis sativa*, and *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products. "Marijuana" does not include industrial hemp as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

(b) Use in Public Place Prohibited. It shall be unlawful to use Marijuana in a public place. Such prohibition of public use of marijuana shall include a prohibition on use of marijuana in areas permitted for smoking of tobacco in accordance with Section 22-66 through 22-66.10.

(c) Unlawful Visibility or Keeping of Marijuana. Notwithstanding anything to the contrary, a person who cultivates Marijuana plants that are visible by normal, unaided vision from a public place or cultivates Marijuana plants not kept in a locked space is subject to a civil penalty of up to Two Hundred and Fifty Dollars (\$250.00) and forfeiture of the Marijuana.

(d) Unlawful Use Penalty. Notwithstanding anything to the contrary, a person who uses Marijuana in a public place shall be subject to a civil penalty of up to One Hundred Dollars (\$100.00).

(e) Unlawful use by a Person under Twenty-One. Notwithstanding anything to the contrary, a person under Twenty-One (21) who possess, uses, ingests, inhales, transports, delivers without consideration, or distributes without consideration three (3) ounces or less of Marijuana, or possesses, delivers without consideration, or distributes without consideration Marijuana accessories, as defined by Article XIV of the Missouri Constitution, is subject to a civil penalty of up to One Hundred Dollars (\$100.00) and forfeiture of the Marijuana. Any such person shall be provided the option of attending up to four (4) hours of drug education or counseling in lieu of the fine.

(f) Unlawful Amount Penalty. Notwithstanding anything to the contrary, a person who possesses, produces, delivers without receiving any consideration or remuneration to a person who is at least twenty-one (21) years or age, or possess with the intent to deliver an amount of Marijuana that is not more than twice the amount of Marijuana that person is authorized to possess by Article XIV of the Missouri Constitution shall be subject to:

1. a civil penalty of up to Two Hundred and Fifty Dollars (\$250.00) for the first violation,
2. a civil penalty of up to Five Hundred Dollars (\$500.00) for the second violation and subsequent violations.

Provided a person under twenty-one (21) of age is subject to a civil penalty not to exceed Two Hundred and Fifty Dollars (\$250.00) with an option of attending up to eight (8) hours of drug education or counseling in lieu of the fine. In addition, the municipal judge may order that in lieu of payment, penalties under this Subsection may be satisfied by the performance of community service with the rate of pay-down associated with said service option the greater of Fifteen Dollars (\$15.00) or the minimum wage in effect.

SECTION III

Section 22-66.3, Prohibition of smoking in enclosed places of employment and all enclosed public places, of Chapter 26, Offenses-Miscellaneous, is hereby amended by adding the following text:

(a) The possession of lighted or activated electronic nicotine delivery products in any form, including, but not limited to, cigarettes, cigars, pipes or other products, shall be prohibited in all enclosed public places within the city, including, but not limited to, the following places:

- (1) Any vehicle of public transportation, including, but not limited to, buses, limousines for hire and taxicabs;
 - (2) Elevators;
 - (3) Restrooms;
 - (4) Libraries, educational facilities, childcare and adult day care facilities, museums, auditoriums, aquariums and art galleries;
 - (5) Any health care facility, health clinic or ambulatory care facilities, including, but not limited to, laboratories associated with the rendition of health care treatment, hospitals, nursing homes, doctors' offices and dentists' offices;
 - (6) Any indoor place of entertainment or recreation, including, but not limited to, gymnasiums, theaters, concert halls, bingo halls, billiard parlors, betting establishments, bowling alleys, arenas and swimming pools;
 - (7) Service lines;
 - (8) Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performances;
 - (9) Shopping malls;
 - (10) Sports arenas, including enclosed places in outdoor arenas;
 - (11) Bars;
 - (12) Restaurants;
 - (13) Convention facilities;
 - (14) All public areas and waiting rooms of public transportation facilities, including, but not limited to, bus and airport facilities;
 - (15) Any other area used by the public or serving as a place of work, including open office landscaping;
 - (16) Every room, chamber, place of meeting or public assembly, including school buildings under the control of any board, council, commission, committee, including, but not limited to, joint committees, or agencies of the city or any political subdivision of the state during such time as a public meeting is in progress, to the extent such place is subject to the jurisdiction of the city;
 - (17) All enclosed facilities owned by the city; and
 - (18) Rooms in which meetings or hearings open to the public are held, except where such rooms are in a private residence.
- (b) No one shall possess lighted or activated electronic nicotine delivery products in any form, including, but not limited to, cigarettes, cigars, pipes or other products, that impedes entrance to or exit from a building where smoking is prohibited pursuant to this section.
- (c) It shall be unlawful for any person to violate the provisions of this section.
- (d) Nothing herein shall be construed to prohibit the use of tobacco cigarettes, cigars, pipes, or other tobacco products in unenclosed spaces located within bars or restaurants, such as on patios or outdoor seating areas, provided the bar or restaurant operator provides consent for such smoking of tobacco products.
- (e) Nothing herein shall be construed to prohibit the consumption of marijuana, including via smoking or vaporizing such marijuana, so long as such consumption occurs within a Marijuana Consumption Lounge lawfully granted a Special Use Permit in accordance with Section 30-25.5 of the Unified Development Ordinance.

SECTION IV

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

SECTION V

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 14, 2024

A/R No.: 2024-197

Department: Parks & Recreation

Submitted By: BJ Staab, Director Parks & Recreation

Subject: Ordinance Approving an Agreement with Capitol Federal Savings Bank Authorizing a Two-Year Partnership for Naming Rights of the Liberty Sports Complex in an amount not to exceed \$55,000.00

Summary:

- Staff is requesting approval of a Naming Rights Agreement of the Liberty Sports Complex with Capitol Federal Savings Bank.
- Capitol Federal has been the Naming Rights Sponsor since 2020.
- This is a 2-year partnership agreement between City of Liberty and Capitol Federal Savings Bank.
- The partnership agreement will be for \$55,000 per year.
- The Parks and Recreation Department continues to use an independent contractor for the coordination of all sponsorships. The annual proceeds will be divided 75/25 with the independent contractor.
- The previous partnership agreement with Capitol Federal was for \$45,000 per year.

Background:

The Parks and Recreation Department worked with an independent contractor in 2019 as the Sports Complex was renovated with artificial turf for naming rights, field naming scoreboards and an overall banner program. The sponsorship program has been beneficial in subsidizing the current sports budget, which helps offset Parks & Rec program registration fees and in the maintenance of the park at a high level, not only for our parks and rec teams but also as one of the premier complexes in the midwest

Previous Action (if applicable):

When the Liberty Sports Complex was renovated to artificial turf in 2019, the Parks and Recreation Department worked with an independent contractor to secure athletic complex naming rights, individual field naming rights, branding of scoreboards and other identified spaces and implement an overall banner sponsorship program. The sponsorship program has been beneficial in helping to subsidize the current sports budget and helping to assure that the Capitol Federal Sports Complex remains one of the premier sport complexes in the Midwest.

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: 09/05/2024

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable): 461-48003-000-000000	Amount: \$55,000.00
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance CFSC Naming Rights Extension
2. 2024-9-26 SIGNED Capitol Federal Sports Complex of Liberty Agreement

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT WITH CAPITOL FEDERAL SAVINGS BANK AUTHORIZING A TWO-YEAR PARTNERSHIP FOR NAMING RIGHTS OF THE LIBERTY SPORTS COMPLEX IN AN AMOUNT NOT TO EXCEED \$55,000.00 PER YEAR

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement authorizing a two-year partnership between the City of Liberty and Capitol Federal Savings Bank to retain naming rights of the Capitol Federal Sports Complex of Liberty in an amount not to exceed \$55,000.00 per year for two years, a copy of said agreement being attached hereto and made a part hereof.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (the "Agreement") is effective this ____ day of ____, 20__, by and between the City of Liberty, MO, 1600 S. Withers Road, Liberty, MO 64068, (hereafter "LP&R,") and Capitol Federal Savings Bank, 700 South Kansas Avenue, Topeka, KS 66603, (hereafter "Sponsor"). Throughout this Agreement, LP&R and Sponsor may be collectively referred to as the "parties."

RECITALS

WHEREAS, LP&R owns and operates certain real property and facilities currently known as the Capitol Federal Sports Complex, located at 2200 Old State Hwy 210, Liberty, MO 64068 (the "Facility"); and

WHEREAS, the Facility consists of, in part, 9 total or partial synthetic turf baseball/softball, lighted fields for night use, 6 soccer fields (also used for flag football), 8 fishing ponds, 2 miles of paved trails, concessions and restrooms buildings, and other amenities; and

WHEREAS, the parties desire to enter into a naming rights agreement renewal pursuant to which LP&R will grant Sponsor the exclusive naming rights with respect to the Facility in return for certain consideration set forth below.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE I. TERM AND TERMINATION

- 1.01 Term. The initial term ("Term") of this Agreement shall be two (2) years, commencing on February 10, 2025 and ending on February 9, 2027 unless otherwise terminated in accordance with the terms and provisions contained herein. At the end of said initial Term, this Agreement shall automatically renew for an additional two (2) year Term unless either party notifies the other party by no later than August 1, 2026 that the party does not intend to renew this Agreement beyond the initial Term. If the parties are unable to agree upon a fee schedule as required by Article 4, this Agreement will terminate on February 9, 2027.
- 1.02 Termination for Default. Upon occurrence of an event of default, the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days' notice, subject to the cure provisions described in Section 10.01(a) and (e); provided, that LP&R shall have the right to terminate this Agreement immediately upon an event of default specified in Section 10.01 (b), (c) or (d).
- 1.03 Termination. At the end of the Term, or upon earlier termination of this Agreement in accordance with the terms herein, the rights and privileges granted under this Agreement shall immediately terminate, and the parties shall terminate the use of Sponsorship Marks (as defined in Section 3.01) in connection with any licensed goods and/or services. Notwithstanding the foregoing, however, LP&R shall have a period of six months after the date of termination to utilize the Sponsorship Marks in order to make necessary physical changes to the Facility and its components, and to phase out the use of the advertising and other materials in stock which contain or display the Sponsorship Marks.
- 1.04 Transition. Except in the event of a Sponsor termination by reason of uncured breach hereof by LP&R, Sponsor agrees that, following termination hereof for any reason, it will reasonably cooperate with LP&R in its efforts to transition to a new or replacement naming rights sponsor, provided such cooperation shall not entail material financial cost to Sponsor.

ARTICLE 2. NAME OF FACILITY

- 2.01 Name of Facility. The parties agree that the Facility shall be named “**Capitol Federal® Sports Complex of Liberty**” (the “Name”), subject to any changes which may be mutually agreed upon in writing by the parties. The Facility will continue to be so named for the Term of this Agreement unless Sponsor renames the Facility in the manner provided herein (subject to and requiring the advance written consent of LP&R), or until the Agreement is terminated in accordance with the provisions of this Agreement. Such naming rights, during the Term, are exclusive to Sponsor. Unless approved by Sponsor, during the Term of this Agreement, LP&R shall not accept permanent advertising at the Facility from a company whose primary business competes directly with Sponsor (as detailed further in Section 7.01), except as otherwise provided herein. Notwithstanding, the parties acknowledge and agree that: (1) to the extent LP&R has existing sponsorship agreements with competitors of Sponsor, such agreements shall be allowed to continue for the remainder of their current terms; and (2) this restriction shall not apply to or prevent tournament organizers or their sponsors from promotion during or in relation to tournaments held at the Facility. During the Term of this Agreement, Sponsor shall have the right to use the Name in connection with the sale, advertisement and promotion of Sponsor and/or any of its products and services.
- 2.02 “LP&R” References to Facility. Except as provided herein, during the Term of this Agreement, LP&R, when referring to the Facility, shall make commercially reasonable efforts to use the Name and no other. The Name shall appear on one (1) “monument style” sign at the main roundabout entrance to the Facility, on one (1) normal park sign at the first entrance “monument style” sign, on two (2) concession stand buildings, as well as on other materials or objects that refer to the Facility, including promotional materials, game schedules, and the like, all as more specifically set forth in Article 5. However, isolated or inadvertent references that fail to include the correct or entire Name shall not be deemed a violation of this Agreement.
- 2.03 References by Others. LP&R will make commercially reasonable efforts to ensure that the Facility is referred to by its Name and shall cooperate with Sponsor’s efforts to do the same.

ARTICLE 3. USE OF NAME AND TRADEMARKS

- 3.01 Enforcement. All trademarks, service marks, and trade names and all logos or commercial or advertising symbols used in conjunction with or associated with the Name (the “Sponsorship Marks”) shall be mutually agreed upon, in writing, prior to use by either party in interstate or intrastate commerce by either party and prior to application for registration thereof by Sponsor. Sponsor shall at its sole cost and expense, obtain, and thereafter maintain, protection for all rights in the Sponsorship Marks, such enforcement to be conducted at the sole discretion of Sponsor. The expense of any such protection and enforcement, including legal proceedings related thereto, shall be paid solely by Sponsor, and all recoveries from any lawsuit or settlement shall go to Sponsor. Both parties agree that the current Facility Logo and Sponsorship Marks shall remain the same for the Term of the Agreement. LP&R agrees to use commercially reasonable efforts to notify Sponsor of any use of terms or marks of which LP&R has actual knowledge and which LP&R believes, in good faith, may infringe upon the Sponsorship Marks. LP&R further agrees reasonably to cooperate with Sponsor, at the request and expense of Sponsor, in any lawsuit or other dispute involving a claim of infringement of the Sponsorship Marks.
- 3.02 Grant of License. Sponsor hereby grants to LP&R, a restricted, non-exclusive and non-transferable

(except as specifically herein otherwise provided) license to use the Sponsorship Marks for purposes of identifying the Facility and promoting LP&R or third party sponsored events and activities at or in the Facility. It is understood and agreed that third parties using the Facility and/or promoting activities at or in the Facility ("Third-Party Users") may use the Sponsorship Marks in announcements, promotional materials and advertisements about such use and/or activities. Sponsor further grants to LP&R a restricted, non-exclusive and non-transferable (except as specifically herein otherwise provided) license to use any trademarks, trade names, and logos as may in the future be used to describe the connection with the Facility for purposes of identifying the Facility and promoting the Facility, LP&R, or Third-Party User events and activities at the Facility. It is understood and agreed that Third-Party Users may use Name and Sponsorship Marks, as limited, to describe the Facility in announcements, promotional materials and advertisements about such use and/or activities. LP&R acknowledges that the Sponsorship Marks and all goodwill associated therewith are, and shall remain, the sole property of Sponsors and that no rights are conferred upon LP&R with respect to the Sponsorship Marks except as specifically set forth herein. LP&R may not acquire or claim any title to the Sponsorship Marks adverse to Sponsor by virtue of the license granted herein or through LP&R's use of the Sponsorship Marks, all uses or claims to ownership by LP&R of the Sponsorship Marks inuring solely to the benefit of Sponsor. LP&R agrees not to challenge the validity of the Sponsorship Marks or to set up any claim to the Sponsorship Marks which is adverse to Sponsor.

- 3.03 Usage Post-Termination. Except as otherwise provided herein, at termination of this Agreement, LP&R will not identify itself as a licensee of or otherwise associated with Sponsor or use for any purpose any Sponsorship Marks or other commercial symbol that indicates a connection or association with Sponsor. Notwithstanding Sponsor's ownership rights in and to the Sponsorship Marks, following the Term, Sponsor agrees to cease all use of the Name and the Sponsorship Marks and to any and all registrations thereof and pending applications for registration thereof to become canceled or go abandoned, as applicable. Sponsor shall have no residual rights in or to the Name or any of the Sponsorship Marks, the goodwill associated therewith or symbolized thereby being deemed to have vanished with the end of the Term. For purposes of clarity, Sponsor owns exclusive rights to the use of the names "Capitol Federal" and other similarly registered trademarks.

ARTICLE 4. NAMING RIGHTS FEES

- 4.01 Base Fee. Capitol Federal agrees to pay to LP&R the sum of one hundred ten thousand dollars (\$110,000.00) for the rights granted hereunder for the two-year Term of this Agreement.

Prior to the commencement of a second two-year Term (as provided for in Section 1.01), the parties will meet and agree upon an escalator of the Base Fee for the rights granted hereunder during the second two-year Term.

- 4.02 Payment Schedule. The payment schedule shall be as follows:

\$55,000.00 shall be paid no later than February 17, 2025

\$55,000.00 shall be paid no later than February 17, 2026

- 4.03 Late Payments. If Sponsor fails timely to pay any payment charge or fee as provided for in this Agreement, interest shall automatically accrue and become payable at the rate of one and one-half percent (1½ %) per month or portion of the month.

ARTICLE 5. SIGNAGE, MEDIA, AND NAME AND LOGO PLACEMENT

- 5.01 Placement of Signage, Name and Logo. The Name and/or Logo shall be displayed as mutually agreed by the parties. Exhibit 1 shows preapproved design guideline options for placement of the Name and Logo on the signs and other items outlined on Exhibit 1.
- 5.02 Game Schedules. The Name and/or Logo shall be displayed on all schedules for official games at the Facility.
- 5.03 Cost of Signage. LP&R shall be responsible for the fabrication and installation cost of the signage to be provided hereunder. LP&R shall be responsible for the cost of the subsequent maintenance of the signage after installation.
- 5.04 LP&R Web Site. The Name and/or Logo shall be prominently displayed on the Facility's web page on LP&R's web site. The Name and/or Logo shall be capable of being hyperlinked to URL Sponsor's web site, subject in all respects to LP&R approval. Sponsor's logo also to be displayed on LP&R Facility web page with hyperlink www.capfed.com Sponsor's web site.
- 5.05 Publicity. LP&R will coordinate publicity efforts with Sponsor as it relates to the Facility. Publicity efforts shall include, but are not limited to, e-news, social media, speeches, and pictures.

ARTICLE 6. OTHER MARKETING/ADVERTISING/PROMOTIONAL RIGHTS

- 6.01 On-site Display. Sponsor shall have the opportunity to conduct on-site promotional display for up to 14 annual dates. Specific dates, times and type of sampling or product information distribution to be determined upon mutual agreement of the parties. Except as may be otherwise granted by LP&R, sales of merchandise at the Facility by Sponsor are prohibited.
- 6.02 In-Bank Promotion. Sponsor shall have the opportunity to develop in-store retail promotions or develop other promotional campaigns in association with the Facility.
- 6.03 Substitute Inventory. The parties understand that many of the provisions of this Agreement will require cooperation and negotiation on an on-going basis, and also for a term extending over many years. The parties agree to use their best efforts to negotiate substitute and alternative promotions, signage and/or rights of equal or comparable value if any existing or planned promotions, signage or right is no longer possible or desirable. In each such case, LP&R will suggest an alternative to Sponsor. If the parties cannot agree on an alternative promotion, sign or right, the dispute resolution provisions of Article 11 will apply.
- 6.04 Annual one-time use of Facility by Sponsor. Sponsor will have use of the baseball/softball fields 1 time per calendar year. Date/time/field(s) must be approved by LP&R – and Sponsor must present date/time/field(s) to LP&R at least 3 months in advance of the event.

ARTICLE 7. ADVERTISING/SPONSORSHIP OF FACILITY BY OTHER ENTITIES

- 7.01 Exclusivity. Except as provided herein, LP&R shall not during the Term grant any new advertising/sponsorship rights of the Facility to any bank, credit union or other entity in the lending business. Notwithstanding the foregoing, however, booking contracts entered into for events at the Facility, baseball, softball, and other sporting events, and/or baseball, softball and other sporting teams, may be sponsored by entities that may compete directly with Sponsor and will be allowed at the sole discretion of LP&R.

- 7.02 Other Contracts. Except as stated herein, LP&R may enter into advertising/sponsorship rights for any portion of the Facility, or for any event at the Facility, with any business or entity. LP&R represents and warrants that no advertising or sponsorship agreements exist as of the execution of this Agreement that would violate the terms of this Agreement.

ARTICLE 8. CHANGE OF NAME AND/OR LOGO

- 8.01 Name Change. If Sponsor changes its corporate name or trade names, merges into another entity that results in a name change, or sells substantially all of its assets to another entity, and the Agreement is assigned to the new entity with the consent of LP&R as provided herein, LP&R shall use the new name and logo incorporating the name and/or logo of the successor, under the terms and conditions of this Agreement. Any new Facility name and/or logo shall require the approval of LP&R as provided in Articles 2 and 3. Sponsor or its successor shall be responsible for all direct and indirect costs associated with the resulting name and logo change of the Facility, including without limitation all costs and expenses of reconstructing, restoring, remodeling, or otherwise altering any portion of the Facility or signage of the Facility, and all related promotional and re-branding costs.
- 8.02 Limitation. The Facility shall not utilize, and the Facility's name will not be changed to, the resulting name or logo of Sponsor, if, in the reasonable judgment of LP&R, it would result in a name or graphic that is inconsistent with or detrimental to the reputation of LP&R or the Facility, or if such name or logo is contrary to the community standards of good taste. In such event, the parties shall negotiate in good-faith to determine an appropriate name or logo for the Facility. If, after ninety (90) days of good faith negotiations, the parties are unable to agree on a new or replacement name for the Facility, then LP&R, in its sole discretion, may terminate this Agreement.

ARTICLE 9. ASSIGNMENT

- 9.01 Assignment. The rights and obligations created by this Agreement are unique to Sponsor, exclusive and shall not be transferred or assigned by Sponsor except by written consent of LP&R. In the event of an assignment by Sponsor to an affiliate, parent or subsidiary, which is substantially owned or controlled by Sponsor or which retains substantially similar management and directors and where such assignment is intended to accomplish an internal corporate purpose of Sponsor as opposed to materially and substantially altering the underlying business nature of Sponsor, LP&R will not unreasonably withhold its consent for such assignment.
- 9.02 Successors. This Agreement shall be binding upon any permitted successor or assignee of either party, whether by merger, sales of assets, dissolution, or reorganization, or otherwise. Any attempted assignment by Sponsor, whether by merger, sales of assets, dissolution, or reorganization, or otherwise, in violation of Section 9.01 hereof shall constitute an event of default under this Agreement entitling LP&R to furnish to Sponsor a notice of termination, as provided for in Section 1.02 hereof, except that Sponsor shall have no right to cure such event of default.

ARTICLE 10. DEFAULT; REMEDIES

- 10.01 Default. A default shall be deemed to have occurred hereunder if:
- (a) Sponsor fails to make a payment required under this Agreement and such default continues for a period of thirty (30) days after the date it is due.
 - (b) The filing by or against Sponsor of any petitions in bankruptcy.

- (c) The occurrence of any act or omission on the part of Sponsor that deprives it of the rights, powers, licenses, permits, and authorizations necessary for the lawful and proper conduct and operation of its business.
- (d) The occurrence of any act or omission on the part of LP&R that deprives it of the rights, powers, licenses, permits, and authorizations necessary for the lawful and proper conduct and operation of its business.
- (e) LP&R engages in conduct which brings LP&R into public disrepute, contempt, scandal or ridicule or which reflects unfavorably on the reputation of LP&R.
- (f) LP&R fails to maintain the Facility and the recreational complex in a reasonable manner.
- (g) Sponsor engages in conduct which brings Sponsor into public disrepute, contempt, scandal or ridicule or which reflects unfavorably on the reputation of Sponsor.
- (h) Either party fails to perform or observe any material term, covenant, condition or provision of this Agreement; and such breach continues for a period of thirty (30) days after written notice to the defaulting party; or if such breach cannot be cured reasonably within such thirty (30) day period and the defaulting party fails to commence to cure such breach within thirty (30) days after written notice or fails to proceed diligently to cure such breach within a reasonable time period thereafter.

10.02 LP&R Remedies. LP&R's remedies in the event of Sponsor's default shall include (but not be limited to) the right to terminate the Agreement, the right to seek specific performance of Sponsor's duties under this Agreement and the right to remove, cover/or replace all signage, written and other references to Sponsor and/or the Name.

10.03 Sponsor Remedies. Sponsor's remedies in the event of LP&R's default shall include (but not be limited to) discontinuing payment until the default has been cured, and the right to seek specific performance of LP&R's duties under this Agreement. Sponsor shall have the right to terminate this Agreement, without liability, in the event LP&R sells the Facility to an unrelated third party and Sponsor provides advance written notice that in its reasonable judgment, such transfer will materially impair the value of the Sponsorship Marks and that such Right of Termination will be exercised within sixty (60) days following the effective date of any such transfer.

10.04 Other Remedies. In the event of a breach by either party of any of the material terms, covenants, conditions or provisions hereof, the other party shall have the right to take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein and to enforce the performance and observance of any obligation, agreement or covenant of the allegedly defaulting party.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default of the other party.

ARTICLE 11. DISPUTE RESOLUTION

- 11.01 LP&R and Sponsor agree that disputes under this Agreement should first be addressed by good faith negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, in the absence of a LP&R default hereunder, Sponsor shall proceed with the monetary payments as per the Agreement as if no dispute existed.

If mutually agreed by the parties, any dispute, controversy or claim arising out of this Agreement that cannot be settled through negotiation may be resolved by the parties trying in good faith to resolve the dispute by mediation (such mediation session may be requested by either party, and if agreed to by the other party, shall be held within LP&R or at such other location in the Kansas City metropolitan area as may be agreed to by the parties).

ARTICLE 12. INDEMNIFICATION

- 12.01 Indemnification of LP&R. Sponsor will indemnify, defend and save harmless LP&R (including its officials, employees and agents) from all third-party claims, actions, damages, losses, or expenses of every kind and description, including reasonable attorneys' fees and costs, made against or suffered by LP&R in any way because of or based upon (i) Sponsor's (or its officers', directors', partners', employees', agents', representatives', tenants' or guests') willful misconduct or grossly negligent act, misconduct or omission in connection with this Agreement; or (ii) LP&R's use of the Name, the Logo, or any of the Sponsorship Marks, as permitted or authorized by this Agreement.
- 12.02 Notice, Defense and Settlement; Survival. LP&R will give Sponsor prompt written notice of any claim or suit coming within the scope of these indemnities. Upon the written request of LP&R, Sponsor will assume the defense of any claim, demand or action against LP&R and will permit LP&R, at LP&R's expense, to participate in the defense of the claim. Sponsor may settle any such claim, demand or action against LP&R, albeit only with the prior written consent of LP&R, and such consent may not be unreasonably withheld, conditioned or delayed.
- 12.03 Survival. The provisions of this Article shall survive termination of this Agreement.

ARTICLE 13. MISCELLANEOUS

- 13.01 Amendment, Modification or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.
- 13.02 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all counterparts together shall constitute but one and the same instrument.
- 13.03 Severability. All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability to perform and have access to the Facility as provided for herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

13.04 Notices. All notices required to be given under this Agreement shall be given by certified or registered mail or Overnight Courier, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section and shall be deemed given when deposited in the Mail, postage prepaid:

If to LP&R: Liberty Parks & Recreation
 Attn: Director
 Liberty Community Center
 1600 S. Withers Road
 Liberty, MO 64068

If to Sponsor: Capitol Federal
 Attn: Advertising Media Director
 700 South Kansas Avenue
 Topeka, KS 66603

13.05 Waiver. Any failure of either party to comply with any provision of this Agreement may only be waived expressly in writing by the other party. The waiver by either party of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement.

13.06 Essence. Time is of the essence in this Agreement.

13.07 Bailment. Nothing herein shall be construed to create a bailment relationship between the parties concerning any property brought on the premises of the Facility by Sponsor, unless such property is expressly delivered into the possession of LP&R and accepted by LP&R for such purposes.

13.08 Status of Parties. Unless specifically designated herein, the parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes. Nothing contained in this Agreement shall be determined to create a partnership, joint venture, principal-agent, employer-employee or similar relationship between LP&R and Sponsor with respect to Sponsor's activities conducted at the Facility pursuant to the terms of this Agreement. Nothing in this Agreement is or shall be deemed a waiver of the City's sovereign immunity or official immunity.

13.09 Country/State Law. This Agreement and all matters or issues collateral hereto shall be governed and construed in accordance with the laws of the State of Missouri and County of Clay without respect to conflicts of law principles.

13.10 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained in this Agreement, and it may not be amended except by a writing signed by all parties. There are no oral or written representations, agreements, understandings or circumstances which modify any of the provisions hereof. This Agreement is not intended to benefit any third-party and shall not create any third-party beneficiaries.

13.11 Exhibits. The Exhibits referenced herein shall be deemed a part of this Agreement as if fully set forth in the body of this Agreement.

13.12 The potential partner shall agree to maintain a policy of non-discrimination and shall commit to not

discriminate on the basis of age, race, color, national origin, religion, sex, sexual orientation or identity or any other ground prohibited by law or City ordinance.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the day and year as indicated below.

CITY OF LIBERTY

CAPITOL FEDERAL

By: _____
Greg Canuteson
Mayor

By: Mark Brookstein
Mark Brookstein
Advertising Media Director

Date: _____

Date: 9/27/24

ATTEST:

Sarah Ranes
Deputy City Clerk

Exhibit 1

Signage, Name and Logo Placement

The following outlines the placement of the Name and the Logo on signs and other items that has been approved by LP&R as of the date of this Agreement:

Entrance Signs. The Name and/or Logo shall be displayed on one monument sign to be located at the roundabout entrance to the Facility and one normal park sign at the first entrance.

Concession/Restrooms Buildings Sign. The Name and/or Logo shall be displayed on one side of two separate concessions/restrooms buildings.

Outfield Fence Banners. Sponsor will create the design artwork for the banners and provide the artwork to LP&R. LP&R will use the artwork to produce and display 4' x 8' banner for Sponsor on each of the nine (9)

baseball/softball fields at the Facility for the duration of the Term.

Rules Kiosks. Capitol Federal Sports Complex logo on rules kiosks at facility.

Field Location Signs. Sponsor name and/or complex logo included on four (4) baseball/softball field's locations.

Directional Signage. Name and/or complex logo included on one large direction field sign (metal) at complex entrance by large monument sign and on two (2) metal directional fields signs located at two (2) main entrances to fields.

Livestreams. Capitol Federal Sports Complex name and/or logo included on all facility game livestreams when available.

Liberty Fest. Capitol Federal Sports Complex logo inclusion on *Liberty Fest* publicity when the event is held at the Capitol Federal Sports Complex.

Recreation Sign-up Forms. Sponsor name and/or logo recognition on recreation sign-up forms.

Online Search Engine. Capitol Federal Sports Complex name shown in online search engine results.

Trash Receptacles. Name and/or complex logo recognition on some or all of the new style trash receptacles inside complex.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 14, 2024

A/R No.: 2024-229

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Ordinance Approving a Subaward Agreement with the 2024 American Rescue Plan Act State and Local Fiscal Recovery Funds First Responder Capital Improvement and Interoperable Communications Equipment Grant for Radios and Communication Equipment for the Fire Department in an amount not to exceed \$194,951.10

Summary:

- Approve an Ordinance authorizing a Grant Funding Agreement with the 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) First Responder Capital Improvement & Interoperable Communications Equipment Grant (CIIEG).
- The Fire Department will receive \$194,951.10 to assist with the purchase of radios and communications equipment with \$194,951.10 required in City matching funds.
- This grant will allow the Fire Department to purchase replacement radios and repeaters for the department.

Background:

The State of Missouri Department of Public Safety opened up an opportunity for Fire Departments in the State to apply for a Capital Improvement & Interoperable Communications Equipment Grant using funds from the SFY 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF). The mobile and portable radios that we currently use are at their end of life and can no longer be serviced. The department has budgeted funds for the replacement of all the radios in stages. However, with these additional matching funds, we will be able to replace all the radios at one time. This will ensure that we are able to maintain good communication between our department and those departments around us.

Previous Action (if applicable):

None

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 256-60000-305-000000	Amount:\$194,951.10
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Approving a Subaward Agreement for the Fire Department
2. Sub Award Letter for the Fire Department
3. ARPA CIIEG Liberty Fire Department - CIIEG23 Both Signatures

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SUBAWARD AGREEMENT WITH THE 2024
AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUNDS
FIRST RESPONDER CAPITAL IMPROVEMENT AND INTEROPERABLE
COMMUNICATIONS EQUIPMENT GRANT FOR RADIOS AND COMMUNICATION
EQUIPMENT FOR THE FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED
\$194,951.10

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a Subaward Agreement by and between the City of Liberty, Missouri Fire Department and the State of Missouri Department of Public Safety, P.O. Box 749, Jefferson City, MO 65101-0749, pertaining to a grant fund match in the amount of ONE HUNDRED NINETY FOUR THOUSAND, NINE HUNDRED FIFTY ONE DOLLARS AND 10 CENTS (\$194,951.10), a copy of said partnership agreement be incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes City Administrator Curt Wenson to sign the Subaward 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

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

July 31, 2024

Mr. Curt Wenson, City Administrator
Liberty, Fire Department
200 W. Mississippi
Liberty, MO 64068

RE: SFY 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds
(SLFRF) First Responder Capital Improvement & Interoperable Communications
Equipment Grant (CIIEG)
Award #SLFRP4542-CIIEG23

Dear Mr. Wenson:

Thank you for your recent application submission to the SFY 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) First Responder Capital Improvement & Interoperable Communications Equipment Grant (CIIEG). Your application has been selected for funding in the amount of \$194,951.10. As a condition of the award, you are required to contribute a cost match in the amount of \$194,951.10, or fifty (50) percent of the total approved project costs of \$389,902.20.

Enclosed is the SFY 2024 ARPA SLFRF CIIEG Subaward Agreement for Liberty, Fire Department. The Missouri Department of Public Safety asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office no later than August 31, 2024.

The project period of performance for this award begins February 1, 2024 and ends June 30, 2026.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.332. Liberty, Fire Department received a total score of twelve (12), which classifies the agency as a low risk subrecipient of noncompliance with the SFY 2024 ARPA SLFRF CIIEG.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Joanne Talleur at (573) 522-2851 or Joanne.Talleur@dps.mo.gov.

Sincerely,

A handwritten signature in black ink, reading "Joni McCarter". The signature is written in a cursive style with a large, stylized "J" and "M".

Joni McCarter, Program Manager
Missouri Department of Public Safety
Office of Homeland Security

Attachment(s): Subaward Agreement
Articles of Agreement/Special Conditions



Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-522-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME Liberty, Fire Department		DATE 07/31/2024	
ADDRESS 200 W. Mississippi		FEDERAL IDENTIFICATION NUMBER SLFRP4542	OHS CONTROL NUMBER CIIEG23
CITY Liberty	STATE MO	ZIP CODE 64068	
TOTAL AMOUNT OF THE FEDERAL AWARD \$389,902.20		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$194,951.10	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$194,951.10		TOTAL APPROVED COST SHARING OR MATCHING \$194,951.10	
PROJECT PERIOD FROM 02/01/2024	PROJECT PERIOD TO 06/30/2026	FEDERAL AWARD DATE 05/10/2021	
PROJECT TITLE SFY24 ARPA CIIEG – Liberty, Fire Department		FUNDED BY American Rescue Plan Act	
FEDERAL AWARDOING AGENCY Department of Treasury	PASS THROUGH ENTITY MO Office of Administration/MO Department of Public Safety	IS THIS AWARD R&D YES ☐ NO ☒	INDIRECT COST RATE YES ☐ NO ☒
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 21.027		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	
CONTACT INFORMATION			
OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Joanne Talleur		NAME John Mills, Fire Chief	
E-MAIL ADDRESS Joanne.Talleur@dps.mo.gov		ADDRESS (If different from above) 200 W. Mississippi	
TELEPHONE (573) 522-2851		CITY, STATE AND ZIP CODE Liberty, MO 64068	
PROGRAM MANAGER Joni McCarter		TELEPHONE 816-439-4310	E-MAIL ADDRESS jmills@libertymo.gov
SUMMARY DESCRIPTION OF PROJECT The American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) First Responder Capital Improvements & Interoperable Communications Equipment Grant (CIIEG) provides grant funding for first responder agency capital improvement projects and interoperability equipment projects.			
AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Curt Wenson, City Administrator	
SIGNATURE OF APPROVING DPS OFFICIAL <i>Sandra K. Karsten</i>	DATE 8-14-24	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL <i>Curt Wenson</i>	DATE 8/5/24
THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

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Article I – Missouri Department of Public Safety, Specific

By accepting this award, the subrecipient agrees:

1. All contractual provisions required by the Missouri Office of Administration and Department of Treasury are set forth in the Memorandum of Agreement (MOA) in Appendix I. Subrecipients shall comply and include each of these provisions in any subcontract that subrecipient enters into under this subaward. Except when the subaward provides more restrictive terms, all of the Missouri Office of Administration and Department of Treasury mandated terms will be deemed to control in the event of a conflict with other provisions contained in the subaward. Subrecipients shall not perform any act, fail to perform any act, or refuse to comply with any Missouri Department of Public Safety (DPS) requests that would cause the DPS to be in violation of Appendix I.
2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS, you must request instructions from DPS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
3. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. For Contractual Services the following general requirements must be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period and contain all applicable Federal contract provisions as found in 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS for review or be readily available for review prior to execution of the contract.
5. DPS reserves the right to terminate any contract entered into as a result of this award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all

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documents, data, and reports prepared by the subrecipient under the contract shall, at the option of DPS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

6. In the event DPS determines that changes are necessary to the subaward document after a subaward has been made, including changes to the period of performance or terms and conditions, the subrecipient will be notified of the changes in writing. Once the notification has been made, any subsequent request for funds will indicate the subrecipient's acceptance of the changes to the subaward.
7. Prior written approval from DPS is required prior to making any change to the DPS approved budget for this award.
8. To submit Grant Status Reports to DPS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS within 45 days after the end of the project period.
9. All items that meet the DPS definition of equipment that are purchased with ARPA SLFRF CIIEG Funds must be tagged "Purchased with U.S. Department of Treasury Funds."
10. Procurement:
The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition.
 - a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

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11. Buy American:

The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

12. Buy Missouri:

The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

13. Debarment/Suspension:

The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

14. Unlawful Employment Practices:

The subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

15. Discrimination in Public Accommodations:

The subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

16. Monitoring:

The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

17. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which



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states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Agencies that are not compliant at the time of application will only be eligible to apply for grant funds to assist the agency in becoming compliant with Section 43.505 RSMo. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with section 43.505 RSMo for the duration of the grant period of performance.

b. Vehicle Stops:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the grant period of performance.

c. Police Use of Force Transparency Act of 2021:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1265 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more month in the prior twelve month period. The subrecipient must remain compliant with section 590.1265 RSMo for the duration of the grant period of performance.

d. Federal Equitable Sharing Funds:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

- e. Intoxication-Related Traffic Offenses:** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

f. Data Reporting Requirements:

The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

g. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with ARPA funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

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h. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

i. Body-Worn Camera Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

j. Rap Back Program Participation:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

k. Custodial Interrogations:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

18. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:

The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

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19. Emergency Medical Service providers must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Ambulance License:

The subrecipient assures, where the project agency has an ambulance service, its agency is in compliance with Section 190.105 RSMo, by holding a currently valid license from the state of Missouri Department of Health and Senior Services for an ambulance service pursuant to the provisions of Sections 190.001 RSMo to 190.245 RSMo.

b. Emergency Medical Response Agency (EMRA) License:

The subrecipient assures, where the project agency is an emergency medical response agency that provides advanced life support or provides the services of an emergency medical response agency that provides advanced life support, its agency is in compliance with Section 190.133(4) RSMo by holding a license by the state of Missouri Department of Health and Senior Services.

20. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

- a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
- b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
- c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
- d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
- e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
- f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
- g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

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21. The subrecipient agency must attend and complete the SFY 2023 ARPA SLFRF CIIEG Compliance Workshop. No claims will be reimbursed by DPS/OHS until a member of the subrecipient agency has completed the Compliance Workshop.

APPENDIX I – MEMORANDUM OF AGREEMENT
TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. **Use of Funds:** Liberty, Fire Department ("Grantee") understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury ("Treasury")'s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on **02/01/2024** and ends on **06/30/2026**. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than **12/31/2024**.

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri ("State"), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.¹

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to the Grantee's participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee's participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.²

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.³

¹ For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

² For subrecipients, the State's right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that "the pass-through entity and auditors [shall] have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part."

³ For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management ("SAM"), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;
- vi. For subrecipients only, Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and
- ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include,

without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the

federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban

text messaging while driving.⁴

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's

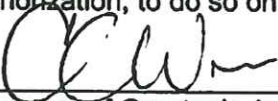
⁴ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.⁵



Signature of Grantee's Authorized Representative

8/5/24
Date

Cort C. Wenson

Printed Name of Authorized Representative

⁵ Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021

*****THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS*****

III. This grant to **Liberty, Fire Department** ("Grantee") constitutes a subaward⁶ of federal financial assistance⁷ provided to the State of Missouri ("State") by the U.S. Department of Treasury.

The Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient⁸ and the State is a pass-through entity⁹ for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): **Liberty, Fire Department**
- Subrecipient's unique entity identifier: **ERLAFDN1KNL1**
- Federal Award Identification Number (FAIN): **SLFRP4542**
- Federal Award Date of award to the recipient by the Federal agency: **5/10/2021**
- Subaward Period of Performance Start and End Date: **02/01/2024 – 6/30/2026**
- Subaward Budget Period Start and End Date: **02/01/2024 – 8/15/2026**
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **\$194,951.10.**
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$194,951.10.**
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **\$194,951.10.**
- Total Approved Cost Sharing or Matching Funds: 50% Cash (Hard Match) or In-Kind. In kind match can be considered, so long as it is specific to the project. Cost share or match expenditures retroactive to March 2020 are eligible to meet the match requirement. Expenditures must be tied to the project and be reasonable.
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund ("SFRF") to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states "to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19]." Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri

⁶ "Subaward" is defined at 2 C.F.R. § 200.1.

⁷ "Federal financial assistance" is defined at 2 C.F.R. § 200.1

⁸ "Subrecipient" is defined at 2 C.F.R. § 200.1.

⁹ "Pass-through entity" is defined at 2 C.F.R. § 200.1.

legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
 - Name: **Joanne Talleur**
 - Phone Number: **(573) 522-2851**
 - Email Address: Joanne.Talleur@dps.mo.gov
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): **21.027 Coronavirus State and Local Fiscal Recovery Funds**
- Identification of whether the award is R & D: **N/A**.
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: **N/A**

IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.¹⁰


Signature of Grantee's Authorized Representative

8/5/24
Date

CURT C. WENZEL
Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**¹¹

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (see Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–.327. These sections address Grantee's interaction with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for "Record Retention and Access," which should be read in concert with the several terms and conditions of this agreement. Subpart E, "Cost Principles," begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. See 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on "Reasonable Costs," 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of "Selected Items of Cost," and "General Provisions" for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. See 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. See n.12 above, and the authorities there cited.

¹⁰ Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

¹¹ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* See also 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 14, 2024

A/R No.: 2024-239

Department: Police

Submitted By: Matt Kellogg, Police
Captain

Subject: Ordinance Approving an Agreement with the 2024 American Rescue Plan Act State and Local Fiscal Recovery Funds First Responder Capital Improvement and Interoperable Communications Equipment Grant for Radios and Communication Equipment for the Police Department in an amount not to exceed \$259,667.38

Summary:

- Approve an Ordinance authorizing a Grant Funding Agreement with the 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) First Responder Capital Improvement & Interoperable Communications Equipment Grant (CIIEG).
- The Police Department will receive \$259,667.38 to assist with the purchase of radios and communication equipment, with \$259,667.38 required in City matching funds. The total project cost will be \$519,334.76.
- This grant will allow the Police Department to purchase replacement radios and repeaters for the department.

Background:

The State of Missouri Department of Public Safety opened up an opportunity for Police Departments in the State to apply for a Capital Improvement & Interoperable Communications Equipment Grant using funds from the SFY 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF). The mobile and portable radios that we currently use are at their end of life and can no longer be serviced. The department has budgeted funds for the replacement of all the radios in stages. However, with these additional matching funds, we will be able to replace all the radios at one time. This will ensure that we are able to maintain good communication between our department and those departments around us.

The grant will provide reimbursement of \$259,667.38 after equipment is received and purchased.

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:

x Budgeted:	Line Item: 100-70001-502-000000	Amount: \$519,334.76
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Approving a Subaward Agreement for the Police Department
2. ARPA CIIEG Liberty Police Department - CIIEG24

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SUBAWARD AGREEMENT WITH THE 2024
AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUNDS
FIRST RESPONDER CAPITAL IMPROVEMENT AND INTEROPERABLE
COMMUNICATIONS EQUIPMENT GRANT FOR RADIOS AND COMMUNICATION
EQUIPMENT FOR THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED
\$259,667.38

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 Subaward Agreement by and between the City of Liberty, Missouri Police Department and the State of Missouri Department of Public Safety, P.O. Box 749, Jefferson City, MO 65101-0749, pertaining to a grant fund match in the amount of TWO HUNDRED FIFTY NINE THOUSAND, SIX HUNDRED SIXTY SEVEN DOLLARS AND THIRTY-EIGHT CENTS (\$259,667.38), a copy of said partnership agreement be incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes City Administrator Curt Wenson to sign the Subaward 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

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

July 31, 2024

Mr. Curt Wenson, City Administrator
Liberty, Police Department
101 E. Kansas St.
Liberty, MO 64068

RE: SFY 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds
(SLFRF) First Responder Capital Improvement & Interoperable Communications
Equipment Grant (CIIEG)
Award #SLFRP4542-CIIEG24

Dear Mr. Wenson:

Thank you for your recent application submission to the SFY 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) First Responder Capital Improvement & Interoperable Communications Equipment Grant (CIIEG). Your application has been selected for funding in the amount of \$259,667.38. As a condition of the award, you are required to contribute a cost match in the amount of \$259,667.38, or fifty (50) percent of the total approved project costs of \$519,334.76.

Enclosed is the SFY 2024 ARPA SLFRF CIIEG Subaward Agreement for Liberty, Police Department. The Missouri Department of Public Safety asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office no later than August 31, 2024.

The project period of performance for this award begins February 1, 2024 and ends June 30, 2026.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.332. Liberty, Police Department received a total score of two (2), which classifies the agency as a low risk subrecipient of noncompliance with the SFY 2024 ARPA SLFRF CIIEG.

The Missouri Department of Public Safety is an equal opportunity employer and agency. Those with limited English proficiency or who need auxiliary aids or other services can contact dpsinfo@dps.mo.gov. For Relay Missouri, please dial 711. For TTY/TDD please dial (800) 735-2966.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Joanne Talleur at (573) 522-2851 or Joanne.Talleur@dps.mo.gov.

Sincerely,

A handwritten signature in black ink, reading "Joni McCarter". The signature is fluid and cursive, with the first name "Joni" and last name "McCarter" clearly distinguishable.

Joni McCarter, Program Manager
Missouri Department of Public Safety
Office of Homeland Security

Attachment(s): Subaward Agreement
Articles of Agreement/Special Conditions



Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-522-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME Liberty, Police Department		DATE 07/31/2024	
ADDRESS 101 E. Kansas St.		FEDERAL IDENTIFICATION NUMBER SLFRP4542	OHS CONTROL NUMBER CIIEG24
CITY Liberty		UEI NUMBER ERLAFDN1KNL1	
STATE MO		ZIP CODE 64068	
TOTAL AMOUNT OF THE FEDERAL AWARD \$519,334.76		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$259,667.38	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$259,667.38		TOTAL APPROVED COST SHARING OR MATCHING \$259,667.38	
PROJECT PERIOD FROM 02/01/2024	PROJECT PERIOD TO 06/30/2026	FEDERAL AWARD DATE 05/10/2021	
PROJECT TITLE SFY24 ARPA CIIEG – Liberty, Police Department		FUNDED BY American Rescue Plan Act	
FEDERAL AWARDOING AGENCY Department of Treasury	PASS THROUGH ENTITY MO Office of Administration/MO Department of Public Safety	IS THIS AWARD R&D YES ☐ NO ☒	INDIRECT COST RATE YES ☐ NO ☒
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 21.027		METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement	

CONTACT INFORMATION

OHS GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Joanne Talleur	NAME Nathan Mulch, Captain	
E-MAIL ADDRESS Joanne.Talleur@dps.mo.gov	ADDRESS (If different from above) 101 E. Kansas St.	
TELEPHONE (573) 522-2851	CITY, STATE AND ZIP CODE Liberty, MO 64068	
PROGRAM MANAGER Joni McCarter	TELEPHONE 816-439-4714	E-MAIL ADDRESS nmulch@libertymo.gov

SUMMARY DESCRIPTION OF PROJECT

The American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) First Responder Capital Improvements & Interoperable Communications Equipment Grant (CIIEG) provides grant funding for first responder agency capital improvement projects and interoperability equipment projects.

AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director	
SIGNATURE OF APPROVING DPS OFFICIAL <i>Sandra K. Karsten</i>	DATE 9/10/24

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Curt Wenson, City Administrator	
SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL <i>CW</i>	DATE 8/2/24

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Liberty, Police Department
AWARD NUMBER SLFRP4542-CIIEG24	DATE 07/31/2024
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article I – Missouri Department of Public Safety, Specific

By accepting this award, the subrecipient agrees:

1. All contractual provisions required by the Missouri Office of Administration and Department of Treasury are set forth in the Memorandum of Agreement (MOA) in Appendix I. Subrecipients shall comply and include each of these provisions in any subcontract that subrecipient enters into under this subaward. Except when the subaward provides more restrictive terms, all of the Missouri Office of Administration and Department of Treasury mandated terms will be deemed to control in the event of a conflict with other provisions contained in the subaward. Subrecipients shall not perform any act, fail to perform any act, or refuse to comply with any Missouri Department of Public Safety (DPS) requests that would cause the DPS to be in violation of Appendix I.
2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS, you must request instructions from DPS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
3. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. For Contractual Services the following general requirements must be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period and contain all applicable Federal contract provisions as found in 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS for review or be readily available for review prior to execution of the contract.
5. DPS reserves the right to terminate any contract entered into as a result of this award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all

CW

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Liberty, Police Department
AWARD NUMBER SLFRP4542-CIIEG24	DATE 07/31/2024
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

documents, data, and reports prepared by the subrecipient under the contract shall, at the option of DPS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

6. In the event DPS determines that changes are necessary to the subaward document after a subaward has been made, including changes to the period of performance or terms and conditions, the subrecipient will be notified of the changes in writing. Once the notification has been made, any subsequent request for funds will indicate the subrecipient's acceptance of the changes to the subaward.
7. Prior written approval from DPS is required prior to making any change to the DPS approved budget for this award.
8. To submit Grant Status Reports to DPS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS within 45 days after the end of the project period.
9. All items that meet the DPS definition of equipment that are purchased with ARPA SLFRF CIIEG Funds must be tagged "Purchased with U.S. Department of Treasury Funds."
10. Procurement:
The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition.
 - a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Liberty, Police Department
AWARD NUMBER SLFRP4542-CIIEG24	DATE 07/31/2024
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

11. Buy American:

The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

12. Buy Missouri:

The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

13. Debarment/Suspension:

The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

14. Unlawful Employment Practices:

The subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

15. Discrimination in Public Accommodations:

The subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

16. Monitoring:

The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

17. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which

CCW

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Liberty, Police Department
AWARD NUMBER SLFRP4542-CIIEG24	DATE 07/31/2024
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Agencies that are not compliant at the time of application will only be eligible to apply for grant funds to assist the agency in becoming compliant with Section 43.505 RSMo. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with section 43.505 RSMo for the duration of the grant period of performance.

b. Vehicle Stops:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the grant period of performance.

c. Police Use of Force Transparency Act of 2021:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1265 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more month in the prior twelve month period. The subrecipient must remain compliant with section 590.1265 RSMo for the duration of the grant period of performance.

d. Federal Equitable Sharing Funds:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

e. Intoxication-Related Traffic Offenses: Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

f. Data Reporting Requirements:

The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

g. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with ARPA funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

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h. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

i. Body-Worn Camera Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

j. Rap Back Program Participation:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

k. Custodial Interrogations:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

18. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:

The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

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19. Emergency Medical Service providers must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Ambulance License:

The subrecipient assures, where the project agency has an ambulance service, its agency is in compliance with Section 190.105 RSMo, by holding a currently valid license from the state of Missouri Department of Health and Senior Services for an ambulance service pursuant to the provisions of Sections 190.001 RSMo to 190.245 RSMo.

b. Emergency Medical Response Agency (EMRA) License:

The subrecipient assures, where the project agency is an emergency medical response agency that provides advanced life support or provides the services of an emergency medical response agency that provides advanced life support, its agency is in compliance with Section 190.133(4) RSMo by holding a license by the state of Missouri Department of Health and Senior Services.

20. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.

b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.

c. Share LPR data through the MoDEx process with statewide sharing platforms (i.e., MULES).

d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.

e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.

g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

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21. The subrecipient agency must attend and complete the SFY 2023 ARPA SLFRF CIIEG Compliance Workshop. No claims will be reimbursed by DPS/OHS until a member of the subrecipient agency has completed the Compliance Workshop.

APPENDIX I – MEMORANDUM OF AGREEMENT

TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: **Liberty, Police Department** (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on **02/01/2024** and ends on **06/30/2026**. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than **12/31/2024**.

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.¹

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to the Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.²

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee’s obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.³

¹ For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

² For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have access to the subrecipient’s records and financial statements as necessary for the pass-through entity to meet the requirements of this part.”

³ For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury’s implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part’s Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;
- vi. For subrecipients only, Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and
- ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by

the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban

text messaging while driving.⁴

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's

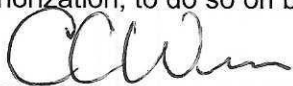
⁴ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

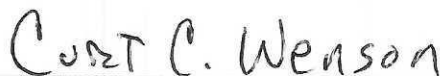
By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.⁵



Signature of Grantee's Authorized Representative



Date



Printed Name of Authorized Representative

⁵ Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021

*****THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS*****

III. This grant to **Liberty, Police Department** ("Grantee") constitutes a subaward⁶ of federal financial assistance⁷ provided to the State of Missouri ("State") by the U.S. Department of Treasury.

The Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient⁸ and the State is a pass-through entity⁹ for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): **Liberty, Police Department**
- Subrecipient's unique entity identifier: **ERLAFDN1KNL1**
- Federal Award Identification Number (FAIN): **SLFRP4542**
- Federal Award Date of award to the recipient by the Federal agency: **5/10/2021**
- Subaward Period of Performance Start and End Date: **02/01/2024 – 6/30/2026**
- Subaward Budget Period Start and End Date: **02/01/2024 – 8/15/2026**
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **\$259,667.38.**
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$259,667.38.**
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **\$259,667.38.**
- Total Approved Cost Sharing or Matching Funds: 50% Cash (Hard Match) or In-Kind. In kind match can be considered, so long as it is specific to the project. Cost share or match expenditures retroactive to March 2020 are eligible to meet the match requirement. Expenditures must be tied to the project and be reasonable.
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund ("SFRF") to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states "to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19]." Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri

⁶ "Subaward" is defined at 2 C.F.R. § 200.1.

⁷ "Federal financial assistance" is defined at 2 C.F.R. § 200.1

⁸ "Subrecipient" is defined at 2 C.F.R. § 200.1.

⁹ "Pass-through entity" is defined at 2 C.F.R. § 200.1.

legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
 - Name: **Joanne Talleur**
 - Phone Number: **(573) 522-2851**
 - Email Address: Joanne.Talleur@dps.mo.gov
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: **N/A**.
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: **N/A**

IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.¹⁰



Signature of Grantee's Authorized Representative

8/2/24
Date



Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**¹¹

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (see Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–.327. These sections address Grantee's interaction with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for "Record Retention and Access," which should be read in concert with the several terms and conditions of this agreement. Subpart E, "Cost Principles," begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. See 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on "Reasonable Costs," 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of "Selected Items of Cost," and "General Provisions" for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. See 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. See n.12 above, and the authorities there cited.

¹⁰ Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

¹¹ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* See also 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.



CITY COUNCIL ACTION REPORT

Meeting Date: October 14, 2024

A/R No.: 2024-222

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance Approving a Contract for the City of Liberty Project 24-008, South Liberty Parkway (SLP) Roundabout Design Concept Project with George Butler Associates, Inc. in an amount not to exceed \$174,780.00

Summary:

- Ordinance approving a contract with George Butler Associates, Inc. for the SLP Roundabout Design Concept Project
 - The project will provide a feasibility study and subsequent concept plans for roundabout placement along South Liberty Parkway.
 - This Action item awards the project to George Butler Associates, Inc. (GBA).

Background:

South Liberty Parkway (SLP) is a high volume, critical Southern East-West route within the City of Liberty. Previous plans for SLP had identified signalized intersections along its length. However, in the last few years, the City Council has expressed the desire to have roundabouts placed along the SLP instead of additional signals. This desire was further adopted and memorialized by the Council and Citizens within the City's revised Comprehensive Plan of 2023.

In April 2024, City Staff developed a project Scope of Work for a feasibility study and design concept project which would identify feasible locations and define growth/developmental triggers for the future placement of (5) roundabouts along SLP. The project will not and is not intended to result in construction ready plan sets.

To facilitate the study and design for the project, a Request for Design Consultant Qualifications (RFQ) was publicly advertised between June 17, 2024, and July 08, 2024. A total of five qualification submissions were received from the following firms:

- Cook, Flatt and Strobel, Inc.
- GBA, Inc.
- Great River Engineering, Inc.
- HDR, Inc.
- Taliaferro & Browne, Inc.

City staff reviewed and assessed the responsive RFQ submissions. It was determined that interviews were needed to appropriately identify the most qualified firm. Interviews were scheduled and held with the following firms:

- Cook, Flatt and Strobel, Inc.
- GBA, Inc.
- HDR, Inc.

Following interviews, GBA was selected for the project.

During contract negotiations, the project was broken into three overarching tasks:

Task 1000 - Project Management and Administration:

- General project administration and progress/coordination meetings as well as site visits.

Task 2000 - Feasibility Study:

- Review and analysis of existing data and development along SLP which will culminate in a feasibility report detailing the differences in a signalized vs a roundabout intersection along the parkway, potential locations for the placement of future roundabouts, potential future funding sources, triggers for intersection improvements and an intersection control evaluation matrix.

Task 3000 - Conceptual Plans:

- Design of concept plans and estimates for up to (5) roundabout locations along SLP as determined by the feasibility study.

City staff recommend the following actions:

- Approving an ordinance that would authorize a contract with George Butler Associates, Inc. for the selection of the South Liberty Parkway (SLP) Roundabout Design Concept Project with authorization to fund the project in an amount not to exceed \$174,780.00.

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: 05/22/2024
	Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 354-59016-610-SLPRAB	Amount: \$174,780.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance for 2024-222 Approve Contract with GBA for SLP Roundabout Project
2. SLP Roundabout Design Concept Project Contract Signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT FOR CITY OF LIBERTY PROJECT 24-008,
SOUTH LIBERTY PARKWAY (SLP) ROUNDABOUT DESIGN CONCEPT PROJECT
WITH GEORGE BUTLER ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED
\$174,780.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a Contract by and between the City of Liberty and George Butler Associates, Inc. for the City of Liberty South Liberty Parkway (SLP) Roundabout Design Concept Project 24-008 in an amount not to exceed ONE HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED EIGHTY AND 00/100 DOLLARS (\$174,780.00). A copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by the City Council this ____ day of _____, 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: SLP Roundabout Design Concept Project (24-008)

THIS CONTRACT is between *the City of Liberty, Missouri*, (a Local Public Agency) hereinafter referred to as the "Owner", and *George Butler Associates, Inc. located at 9801 Renner Blvd. Lenexa, KS 66219*, hereinafter referred to as the "Engineer".

INASMUCH as the Owner intends to *determine the feasibility of and concepts for placement of roundabouts along South Liberty Parkway* and requires professional engineering services. The Engineer will provide the Owner with professional services hereinafter detailed for creating a Feasibility Study and Concept Plans 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 Engineering Services and Estimate 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 **0%** 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
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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 City Council 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 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;

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 the project will be completed in accordance with the following schedule:

- A. Feasibility Study
 - a. Feasibility Study shall be completed within the time frame specified within the Scope of Work.
- B. Concept Plans
 - a. Concept Plans shall be completed within the time frame specified within the Scope of Work.

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 specifications for the project using good engineering judgment based on the specific site conditions and Owner needs. The project 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. For Project professional services, the Owner will pay the Engineer the actual costs incurred with a ceiling established for said design services in the amount **\$174,780.00** defined in Attachment A which shall not be exceeded.
- B. NA.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment A. Any major changes in work, extra work, exceeding of the contract ceiling, 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 at the agreed upon Standard Hourly Rates as defined in Attachment B, plus
 - 2. NA.
 - 3. NA.
 - 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 defined in Attachment B are the established Engineer's Standard Hourly Rates 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. 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, 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, 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
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---	---	---
---	---	---
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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 submittals the Engineer of Record will be representing to the Owner that the design is meeting the intent of the applicable City, State and Federal criteria.

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. Said records shall be made available for inspection by authorized representatives of the Owner 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, 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 from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

The maximum amount for which the Engineer shall be liable shall be limited to the amounts specified in Article XX.

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 – NA

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 2024.

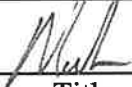
Executed by the City of Liberty, Missouri this ____ day of _____, 2024.

FOR: City of Liberty, Missouri

BY: _____
Mayor Greg Canuteson

ATTEST: _____
Deputy City Clerk

FOR: George Butler Associates, Inc. _____, INC.

BY:   10/8/2024

Scott Moeder Title
Vice President

ATTEST: _____

ATTACHMENT A
Scope of Engineering Services and Estimate of Services

Attachment A - Scope of Engineering Services and Estimate of Services
South Liberty Parkway Roundabout Feasibility Study and Conceptual Plans
Liberty, MO

	CLASSIFICATION	Principal	Senior Associate	Associate	Project Leader	Project Engineer	Design Engineer	Senior Admin Assistant	TOTAL HOURS	HOURS COST	EXPENSES COST	TOTAL COST
		\$ 230	\$ 266	\$ 245	\$ 217	\$ 172	\$ 155	\$ 115				
	HOURLY CHARGEOUT RATE											
Task 1000 - Project Management and Administration												
Duration: October 2024 to July 2025 (10 Months)												
1	Project Administration (Project Setup, Invoices, Project Closeout) (10 Months)	5		10				10	25	\$ 5,050.00	\$ -	\$ 5,050.00
2	Monthly Virtual Progress Meetings (10 Months)			10	10				20	\$ 4,620.00	\$ -	\$ 4,620.00
3	Internal Coordination Meetings (30 minutes, 2 per month for 10 months)			10	10	10			40	\$ 7,890.00	\$ -	\$ 7,890.00
4	City Council Presentation			4	4	2	2		12	\$ 2,502.00	\$ 100.00	\$ 2,602.00
5	Site Visit			4	4	4	4		16	\$ 3,156.00	\$ 100.00	\$ 3,256.00
	Subtotal	5	0	38	28	16	16	10	113	\$ 23,218.00	\$ 200.00	\$ 23,418.00
Task 2000 - Feasibility Study												
Duration: October 2024 to February 2025 (5 Months)												
Deliverables: PDF Feasibility Study Report												
1	External GIS Data Request (including but not limited to existing contours and SLP As Built PDF Plans/CAD)			2					2	\$ 490.00	\$ -	\$ 490.00
2	Develop Design Criteria (PDF document including design speed, design vehicle, etc.)			2		4			6	\$ 1,178.00	\$ -	\$ 1,178.00
3	Review/Recreate South Liberty Parkway Alignment/Profile from As-Built Plans/CAD provided by the City			2		4			6	\$ 1,178.00	\$ -	\$ 1,178.00
4	Review and Document Adjacent Property Owners based on City and County GIS information					8			8	\$ 1,376.00	\$ -	\$ 1,376.00
5	Review Adjacent Development Plans/Plats (as provided by the City)				2		4		6	\$ 1,054.00	\$ -	\$ 1,054.00
6	Review 2023 Liberty Comprehensive Plan and 2008 South Liberty Study			4	4				12	\$ 2,468.00	\$ -	\$ 2,468.00
7	Coordinate with HDR (to acquire Traffic Master Plan, Counts, Land Use Data; review provided information for completeness and usefulness)				4		4		8	\$ 1,488.00	\$ -	\$ 1,488.00
8	Coordinate (email and/or phone call) with City Planning Staff (to understand planned land uses and future conditions)				4				4	\$ 864.00	\$ -	\$ 864.00
9	Develop Intersection Control Evaluation Matrix and Discussion (stop controlled vs. signalized vs. roundabouts, cost/safety/right of way impacts/etc.)			4	4				12	\$ 2,468.00	\$ -	\$ 2,468.00
10	Develop Land Use and Future Growth Scenario (Excel table with identified land use, predicted development intensity, FAR, for each plat)		4	2	8		16		30	\$ 5,770.00	\$ -	\$ 5,770.00
11	Develop Roadway Network Scenarios/Roundabout Site Selection (CAD/PDF map with up to 3 Conceptual Roadway Networks and up to 8 Roundabout Locations)			4	4	4	4		16	\$ 3,156.00	\$ -	\$ 3,156.00
12	Develop Location Evaluation Matrix and Evaluation Criteria (up to 8 Roundabout Locations)			6	6	8	8		32	\$ 6,312.00	\$ -	\$ 6,312.00
13	Develop Trip Generation Estimates (Update Land Use table to include assigned ITE Trip Generation and resulting Peak Hour trips)			4	4		8		12	\$ 2,108.00	\$ -	\$ 2,108.00
14	Develop Trip Distribution and Trip Assignment (Excel file calculating traffic volumes based on trip generation and up to 3 Roadway Network Scenarios)			4	8		24		40	\$ 7,500.00	\$ -	\$ 7,500.00
15	SIDRA Roundabout Models (up to 8 Roundabout Locations)		2	4	8		24		38	\$ 6,968.00	\$ -	\$ 6,968.00
16	SIDRA Roundabout Corridor Analysis (Combined Analysis Corridors for up to 4 Corridor Configurations utilizing the Roundabout Models)		2	2	6		12		20	\$ 3,652.00	\$ -	\$ 3,652.00
17	Triggers Analysis (3 Volume Scenarios for 1 Preferred Corridor Configuration to determine level of development which necessitates roundabouts)		4	2	12		24		42	\$ 7,878.00	\$ -	\$ 7,878.00
18	Sensitivity Analysis (3 Volume Scenarios for 1 Preferred Corridor Configuration to determine potentially necessary future expansions)		2	2	8		16		28	\$ 5,238.00	\$ -	\$ 5,238.00
19	Intersection Improvement Funding Mechanism Research and Documentation		2	4	4		12		22	\$ 4,240.00	\$ -	\$ 4,240.00
20	Create Draft Feasibility Study Report (including Narrative, Figures, Appendices, and QA/QC)		6	4	12		32		54	\$ 10,140.00	\$ -	\$ 10,140.00
21	Draft Feasibility Study Report Review Meeting w/ City Staff (In Person)		2	4	4		16		12	\$ 2,468.00	\$ -	\$ 2,468.00
22	Revise and Finalize Feasibility Study (including Narrative, Figures, Appendices, Addendums, and QA/QC)		2	2	8		16		28	\$ 5,238.00	\$ -	\$ 5,238.00
23	Create Presentation Materials from Feasibility Study				2		4		6	\$ 1,054.00	\$ -	\$ 1,054.00
	Subtotal	0	26	56	114	28	224	0	448	\$ 84,910.00	\$ -	\$ 84,910.00

Task 3000 - Conceptual Plans													
For five (5) roundabout locations as determined by the feasibility study													
Duration: March 2025 to July 2025 (5 Months)													
Deliverable: PDF Conceptual Plan Sheets and PDF Cost Estimates (to be added as appendices to Feasibility Study Report)													
1	Prepare Roundabout Concept Plan Geometry (2D layouts for 5 Roundabouts)					4	4	8	18	4		36	\$ 7,152.00
2	Perform Fastest Path Analysis (All entry legs of 5 Roundabouts)						10		40			50	\$ 9,330.00
3	Perform AutoTURN Design Vehicle Analysis (5 Roundabouts)						5		20			25	\$ 4,665.00
4	Perform Intersection Sight Distance Analysis (SD at and in advance of all entry legs for 5 Roundabouts)						5		20			25	\$ 4,665.00
5	Revise Roundabout Concept Plan Geometry based on Performance Checks (Fastest Path, AutoTURN, SD)						1	2	4	1		9	\$ 1,788.00
6	Develop Conceptual Profiles (Vertical profiles for each leg of 5 Roundabouts)					5		15	32			52	\$ 9,545.00
7	Identify Future ROW and Easement Locations (shown on plan sheets)						5		20			25	\$ 4,665.00
8	Prepare Conceptual Plan Sheet Exhibits (5 Individual Plan Sheets with labeling)						5		40			45	\$ 8,105.00
9	Electronically Solicit (email and/or phone calls) Preliminary Comments from Property Owners and Utilities						2	2	4			8	\$ 1,612.00
10	Develop Conceptual Quantities (5 Roundabouts)						2	2	16			20	\$ 3,676.00
11	Prepare Conceptual Cost Estimate (Individual PDF estimates for 5 Roundabouts)					1	1	2	4			14	\$ 2,788.00
12	Concept Plan Review Meeting w/ City Staff (In Person)						1	4	4			12	\$ 2,468.00
13	Revise and Finalize Concept Plans and Cost Estimates for inclusion in the Final Feasibility Study Report						1	1	1	2		6	\$ 1,328.00
14	Subtotal					2	12	51	36	204	47	0	\$ 66,452.00
GRAND TOTAL (Tasks 1000-3000)						7	38	145	178	248	287	10	\$ 174,580.00
													\$ 200.00
													\$ 174,780.00

Excluded services:

- Public Engagement and Public Meeting Attendance
- Survey Data Acquisition (high level vertical design based on Liberty provided GIS contours)
- Traffic Count Data Collection (all traffic count data will be provided by HDR acquired as part of a separate project)
- Additional Improvements to South Liberty Parkway outside the limits of the roundabout intersection improvements.
- Coordination with MARC (all MARC coordination has been performed by HDR and will be utilized as provided)
- Conceptual design of signing, lighting, pedestrian crossing signals, ITS, fiber, and/or construction sequencing
- Site Specific Drainage Analysis and Design (Macro level drainage analysis to locate roundabouts only)
- Additional roundabouts not on South Liberty Parkway
- Inperson meetings with property owners
- Inperson meetings with utility owners

Assumptions:

- The up to eight (8) roundabout locations for feasibility analysis include Birmingham, Arsenal, and one (1) roundabout between Little Shoal Creek bridge and the KAW River Railroad bridge.
- The up to eight (8) roundabout locations for feasibility analysis will be evaluated based on macro drainage analysis (adjacent stream buffers), existing roadway profiles, adjacent terrain, and intersection spacing.
- Intersection Control Evaluation excludes operational analysis of stop-control or signal-control; discussion and comparison will be at the corridor level and based on a "typical" signal and roundabout.
- The five (5) roundabout locations for conceptual plan development include Birmingham, Arsenal, and three (3) additional locations as determined during the feasibility study.
- 10 month Project Duration (October 2024 to July 2025)
- Conceptual roundabout pavement markings will be referenced into the conceptual exhibit plan sheets (no stand-alone pavement marking plan sheets)
- HDR to provide ADT, turning movement count, MARC TDM, and land use data from Traffic Master Plan
- Conceptual roundabout layouts will attempt to convey surface drainage using ditches (like the existing South Liberty Parkway) as much as possible.
- Conceptual roundabout layouts will include accommodations for existing sidewalk and trail along South Liberty Parkway

ATTACHMENT B
GBA Standard Hourly Rates

Attachment B
GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS / ARCHITECTS / SURVEY
STANDARD HOURLY RATES - EFFECTIVE JANUARY 20, 2024

Employment Classification	Hourly Rate
Senior Vice President	290.00
Vice President	290.00
Principal	290.00
Senior Associate	266.00
Director of AES	266.00
Associate	245.00
Senior Lead AES	245.00
Senior Specialist	245.00
Project Leader	217.00
Lead AES	217.00
Specialist	172.00
Senior AES	198.00
Senior Technician	166.00
Project AES	172.00
Project Technician	136.00
Design AES	155.00
Design Technician	125.00
Staff AES	137.00
Staff Technician	110.00
Senior Construction Inspector	165.00
Construction Inspector 5	145.00
Construction Inspector 4	135.00
Construction Inspector 3	125.00
Construction Inspector 2	115.00
Construction Inspector 1	100.00
Senior Field Technician	152.00
Field Technician 4	136.00
Field Technician 3	120.00
Field Technician 2	105.00
Field Technician 1	95.00
Senior Survey Specialist	275.00
Senior Professional Land Surveyor	167.00
Professional Land Surveyor	157.00
Land Survey Ops Specialist	172.00
Senior Survey Technician	152.00
Land Survey Field Specialist	146.00
Client Management Coordinator	150.00
Project Administrator	115.00
Senior Administrative Assistant	115.00
Administrative Assistant	105.00
Equipment	
(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)	
Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Nuclear Density/Soil Testing Equipment	50.00 per day
Expenses	
Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.	
The following items will be charged as shown (effective January 1, 2024):	
Company Pick-up Truck	0.670 per mile
Personal and Company Cars	0.670 per mile

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/epl/s/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

Firm Name (Consultant): George Butler Associates, Inc.

Project Owner: City of Liberty, Missouri

Project Name: SLP Roundabout Design Concept Project

Project Number: 24-008

As the Owner and/or consultant for the above project, I have:

1. 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 OWNER Representative, along with the executed engineering services contract.

Owner

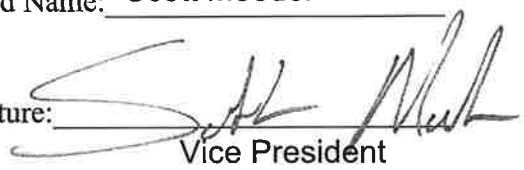
Printed Name: _____

Signature: _____

Date: _____

Consultant George Butler Associates, Inc.

Printed Name: Scott Moeder

Signature: 
Vice President

Date: 10/4/2024



**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 14, 2024

A/R No.: 2024-241

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance Accepting Permanent Public Easements for the M-291/Blue
Jay Traffic Signal and Stewart/M-291 Intersection Project

Summary:

- Public construction easements and permanent sidewalk sewer easements have been acquired by staff for the M-291/Blue Jay Traffic Signal and Stewart/M-291 Intersection Project.
- Acquired permanent easements require formal acceptance by City Council.

Background:

To facilitate the M-291/Blue Jay Traffic Signal and Stewart/M-291 intersection project, a number of public construction easements, permanent sidewalk and storm sewer easements are needed to be acquired from various property owners along the project length. The acquisition of private property needed in connection with all federally funded projects is governed by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (commonly referred to as the Uniform Act). Local Public Agencies (LPAs) are responsible for acquisition of all necessary property to permit construction.

Property owners may donate property to be acquired for public use, or they have the right to request just compensation. The City of Liberty, through its project design contract, accepted by Council on November 14, 2022, retained the services of Donoho Appraisals, to determine the value of the property to be acquired from those owners requesting compensation and handle subsequent acquisition negotiations.

Six properties have been impacted by property acquisition on this project. Four of the six have been acquired and accepted through previous council actions. This action involves the acquisition of and acceptance of the remaining two properties.

The following permanent easements were acquired at a negotiated cost to the City of Liberty:

McBee's Coffee N Carwash, LLC	SWE	\$2,600.00
Triangle 11, LLC, & Triangle 12, LLC & Timothy D Harris, LLC.	SWE	\$750.00

TCE = Temporary Construction Easement
SWE = Permanent Sidewalk Easement
SDE = Permanent Storm Drainage Easement

These public permanent easements have been executed and require formal acceptance by the City Council.

Staff recommends acceptance of public easements deeds and authorization for staff to make payments for said public easements.

Previous Action (if applicable):

- CSTOC approval of design and construction of the project. March 10, 2022.
- Council acceptance of Design Contract with inclusion of appraisal services. Ordinance No. 11672, November 14, 2022.
- Council acceptance of Supplement No. 1 for Traffic Signal Warrant Study. Ordinance No. 11796, July 24, 2023.
- Council acceptance of Supplement No. 2 for inclusion of Cost Share Application Design services. Ordinance No. 11813, September 11, 2023.
- Council acceptance of an STBG Agreement for federal funding. Ordinance No. 11892, March 11, 2024.
- Council acceptance of Cost Share Agreement 1 for state funding. Ordinance No. 11895, March 11, 2024.
- Council acceptance of a Sidewalk Agreement for future maintenance of sidewalks. Ordinance No. 11921, April 22, 2024
- Council acceptance of easements from 4 of 6 property owners. Ordinance No. 11966, September 09, 2024

Policy/Committee Review:

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

Financial Considerations:

X	Budgeted:	Line Item: 352-57034-605-000000	Amount: \$3,350.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance Accepting Easements for 2024-241 Blue Jay_2
2. Tim Harris _Council
3. McBees _Council

Document No. _____

ORDINANCE NO. _____

ORDINANCE ACCEPTING PERMANENT PUBLIC EASEMENTS FOR THE M-291/BLUE
JAY TRAFFIC SIGNAL AND STEWART/M-291 INTERSECTION PROJECT

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby accepts permanent easements for sidewalk from MCBEE'S COFFEE N CARWASH, LCC at a cost of \$2,600.00 and TRIANGLE 11, LCC, & TRIANGLE 12, LLC & TIMOTHY D HARRIS, LLC at a cost of \$750.00 for the M-291/Blue Jay Traffic Signal and Stewart/M-291 Intersection Project. A copy of said assignments of public easements are attached hereto and made a part hereof as though more fully set out herein.

SECTION II

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

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

EASEMENT FOR SIDEWALK FACILITIES

CORPORATION
S 12 T 51 R 32

THIS AGREEMENT, made this 7th day of AUG, by and between: TRIANGLE 11 LLC & TRIANGLE 12 LLC & TIMOTHY D HARRIS LLC, all Missouri limited liability corporations, hereinafter called the **GRANTORS**, 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 **GRANTORS**, for and in consideration of \$1.00 and other valuable consideration received, and the advantages to be gained from the existence of such sidewalk facilities and appurtenances thereon, does hereby grant unto the **GRANTEE**, a permanent easement and license to locate, construct, reconstruct, maintain, remove, operate, replace and repair, and to authorize the location, construction, reconstruction, maintenance, removal, operation, replacement and repair any and all appurtenances incident thereto over, upon, under and through the following described tract of land lying, being and situated in said City of Liberty, Clay County, Missouri, to wit:

(See **EXHIBIT A**)

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 GRANTORS 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 which will interfere with the GRANTEE in entering upon said land for the purpose of reconstructing, operating, repairing, replacing, and maintaining such sidewalk facilities and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the GRANTORS to be performed which will interfere with or jeopardize or threaten the normal and proper operation and maintenance of such sidewalk facilities and appurtenances.

2. The right of GRANTEE, its agents, servants, employees, or independent contractors to

1 of 5

EASEMENT FOR SIDEWALK FACILITIES – TRIANGLE 11 LLC & TRIANGLE 12 LLC & TIMOTHY D
HARRIS LLC

go upon said land at any time for the purpose of reconstructing, operating, repairing, or maintaining said sidewalk facilities and all appurtenances incidental thereto.

3. The GRANTEE, its successors and assigns, shall be kept free of all claims for damages on said described area by reason of the rights herein conveyed by GRANTORS, and the GRANTORS does hereby covenant with the GRANTEE that GRANTORS 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 GRANTORS which would interfere with the rights granted hereunder, and that GRANTORS will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

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

For the same consideration, GRANTEE shall have the right at all times to go upon the land herein described to maintain, operate, replace and repair such sidewalk facilities and any and all appurtenances incident thereto.

(SIGNATURE PAGES BELOW)

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

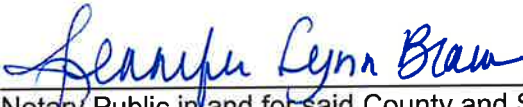
GRANTOR:

By: 
Tim HARRIS
(Insert Printed Name, Title)

STATE OF MO.)
)SS
COUNTY OF CLAY)

On this 7 day of AUGUST, 20 24 before me, personally appeared Timothy D. Harris, to me personally know, and who being by me duly sworn, did say that he is member of Timothy D. Harris LLC and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority duly conferred upon him by its Board of Directors and members acknowledged said instrument to be the free act and deed of said corporation.

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


Notary Public in and for said County and State

My term expires: 05.03.2026



TRACT 31

BEARINGS ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 1983.

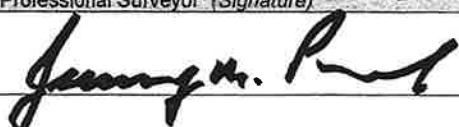
A PERMANENT SIDEWALK EASEMENT BEING PART OF TRACT A, LOT SPLIT SURVEY OF 2-C, THE SHOPPES AT LIBERTY TRIANGLE, SIXTH PLAT, A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 51 NORTH, RANGE 32 WEST, CITY OF LIBERTY, CLAY COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 12, THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, NORTH 00°39'41" EAST, 1138.96 FEET, TO A POINT ON THE CENTERLINE OF ROUTE 291, AT CENTERLINE STATION 538+85.26, AS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, NORTH 34°57'20" WEST, 767.18 FEET, TO CENTERLINE STATION 531+18.08; THENCE LEAVING SAID CENTERLINE, SOUTH 55°02'40" WEST, 63.21 FEET, TO A POINT 63.21 FEET RIGHT OF CENTERLINE STATION 531+18.08, AND BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ROUTE 291, AND BEING THE NORTHEASTERLY CORNER OF SAID TRACT A, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG THE SOUTHEASTERLY LINE OF SAID TRACT A, SOUTH 55°08'11" WEST, 10.00 FEET, TO A POINT 73.21 FEET RIGHT OF CENTERLINE STATION 531+18.07; THENCE LEAVING SAID SOUTHEASTERLY LINE, NORTH 34°51'49" WEST, 20.00 FEET, TO A POINT 73.18 FEET RIGHT OF CENTERLINE STATION 530+98.07; THENCE NORTH 55°08'11" EAST, 10.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ROUTE 291, AT A POINT 63.18 FEET RIGHT OF CENTERLINE STATION 530+98.08, SAID POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 34°51'49" EAST, 20.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 200 SQUARE FEET, MORE OR LESS.

AND

A PERMANENT SIDEWALK EASEMENT, COMMENCING AT THE AFOREMENTIONED POINT "A", THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ROUTE 291, NORTH 34°51'49" WEST, 55.88 FEET, TO A POINT 63.09 FEET RIGHT OF CENTERLINE STATION 530+42.21, THE POINT OF BEGINNING;

Title (name or identification of project)		County	
STBG-3392 (407) - ROUTE 291		CLAY	
City (if applicable)		State	
LIBERTY		MO	
Date Prepared		Sheet	
03/18/2024		1 of 2	
Licensee Name (sole proprietor, partnership, corporation, LLC, or government)		Professional Surveyor Name (print)	
POWELL CWM, INC. 3200 S. STATE ROUTE 291, BUILDING 1 INDEPENDENCE, MO 64057 816.373.4800 MO CERTIFICATE OF AUTHORITY NO: 123		JEREMY M. POWELL	
		Discipline	
		Professional Land Surveyor	
		License or Certificate of Authority No.	
		MO # 2007000084	
Professional Surveyor (Signature)		Date	
		3/20/2024	

STATE OF MISSOURI

JEREMY MICHAEL POWELL

Number PLS-2007000084

PROFESSIONAL LAND SURVEYOR

Only the following property description contained in this "EXHIBIT" is authenticated by this seal.

LEGEND:



EXHIBIT B

1/4 SECTION LINE
N 00°39'41" E
1138.96'
538+85.26
POC
FND. 1" BAR AT THE CENTER
OF SECTION 12-T51N-R32W
SHOWN ON FINAL LOCATION
SURVEY I-35/153 INTERCHANGE
PREPARED BY WESTWOOD
DATED: 03/17/2021



0 50'
SCALE: 1" = 50'

BEARINGS ARE BASED ON MISSOURI STATE PLANE
COORDINATE SYSTEM, WEST ZONE, NAD 1983



JEREMY M. POWELL, PMP, PLS, CFeds
MO LS 2007000084

POWELL CWM, INC.

MISSOURI CERTIFICATE OF AUTHORITY NO. 123

EXHIBIT B

FOR: MODOT

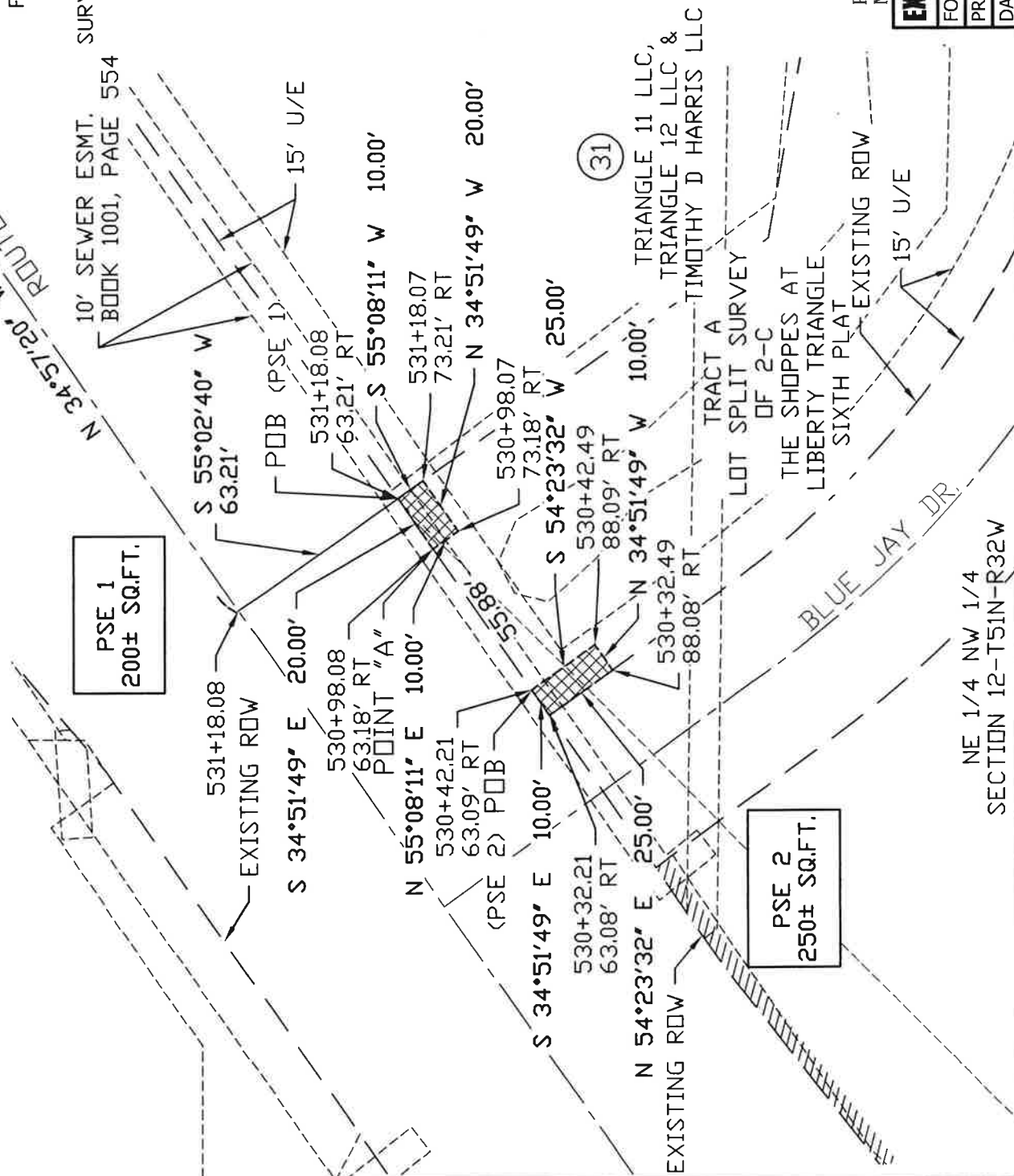
PROJECT: STBG-3392 (407) - ROUTE 291, CLAY, CO.

DATE: MARCH 18, 2024

PSE 1
200± SQ.FT.

PSE 2
250± SQ.FT.

NE 1/4 NW 1/4
SECTION 12-T51N-R32W



EASEMENT FOR SIDEWALK FACILITIES

CORPORATION
S 12 T 51 R 32

THIS AGREEMENT, made this _____ day of _____, by and between: MCBEE'S COFFEE N CARWASH, LLC, a limited liability corporation, hereinafter called the **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 \$1.00 and other valuable consideration received, and the advantages to be gained from the existence of such sidewalk facilities and appurtenances thereon, does hereby grant unto the **GRANTEE**, a permanent easement and license to locate, construct, reconstruct, maintain, remove, operate, replace and repair, and to authorize the location, construction, reconstruction, maintenance, removal, operation, replacement and repair any and all appurtenances incident thereto over, upon, under and through the following described tract of land lying, being and situated in said City of Liberty, Clay County, Missouri, to wit:

(See **EXHIBIT A**)

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 which will interfere with the GRANTEE in entering upon said land for the purpose of reconstructing, operating, repairing, replacing, and maintaining such sidewalk facilities and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the GRANTOR to be performed which will interfere with or jeopardize or threaten the normal and proper operation and maintenance of such sidewalk facilities and appurtenances.

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

1 of 3

EASEMENT FOR SIDEWALK FACILITIES - MCBEE'S COFFEE N CARWASH, LLC

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

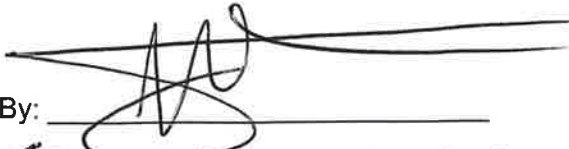
As part of the consideration for this grant, the GRANTOR, does hereby release GRANTEE, its agents, servants, employees, or independent contractors from any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted, except any damage caused by an act of negligence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

For the same consideration, GRANTEE shall have the right at all times to go upon the land herein described to maintain, operate, replace and repair such sidewalk facilities and any and all appurtenances incident thereto.

(SIGNATURE PAGE BELOW)

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

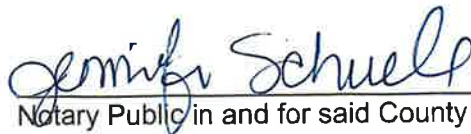
GRANTOR:

By: 
STEVEN MCBEE - member
(Insert Printed Name, Title)

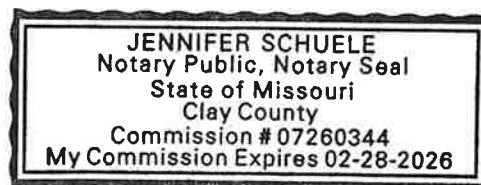
STATE OF Missouri,
COUNTY OF clay^{SS}

On this 27th day of September, 20 24 before me, personally appeared Steven McBee, to me personally know, and who being by me duly sworn, did say that he is member of McBee's Coffee & Car Wash and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority duly ~~conferred upon him by its Board of Directors and~~ acknowledged said instrument to be the free act and deed of said corporation.

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


Notary Public in and for said County and State

My term expires: Feb. 28, 2026



TRACT 30

BEARINGS ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 1983.

A PERMANENT SIDEWALK EASEMENT BEING PART OF LOT 2D, LOT SPLIT SURVEY OF 2-C, THE SHOPPES AT LIBERTY TRIANGLE, SIXTH PLAT, A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 51 NORTH, RANGE 32 WEST, CITY OF LIBERTY, CLAY COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 12, THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, NORTH 00°39'41" EAST, 1138.96 FEET, TO A POINT ON THE CENTERLINE OF ROUTE 291, AT CENTERLINE STATION 538+85.26, AS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, NORTH 34°57'20" WEST, 767.18 FEET, TO CENTERLINE STATION 531+18.08; THENCE LEAVING SAID CENTERLINE, SOUTH 55°02'40" WEST, 63.21 FEET, TO A POINT 63.21 FEET RIGHT OF CENTERLINE STATION 531+18.08, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ROUTE 291, AND BEING THE NORTHWESTERLY CORNER OF SAID LOT 2D, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 34°51'49" EAST, 20.00 FEET, TO A POINT 63.25 FEET RIGHT OF CENTERLINE STATION 531+38.08; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 55°08'11" WEST, 10.00 FEET, TO A POINT 73.25 FEET RIGHT OF CENTERLINE STATION 531+38.07; THENCE NORTH 34°51'49" WEST, 20.00 FEET, TO A POINT 73.21 FEET RIGHT OF CENTERLINE STATION 531+18.07, AND BEING A POINT ON THE NORTHWESTERLY LINE OF LOT 2D; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 2D, NORTH 55°08'11" EAST, 10.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 200 SQUARE FEET, MORE OR LESS.

Title (name or identification of project)		County	
STBG-3392 (407) - ROUTE 291		CLAY	
City (if applicable)		State	
LIBERTY		MO	
Date Prepared		Sheet	
03/18/2024		1 of 1	
Licensee Name (sole proprietor, partnership, corporation, LLC, or government)		Professional Surveyor Name (print)	
POWELL CWM, INC. 3200 S. STATE ROUTE 291, BUILDING 1 INDEPENDENCE, MO 64057 816.373.4800 MO CERTIFICATE OF AUTHORITY NO: 123		JEREMY M. POWELL	
		Discipline	
		Professional Land Surveyor	
		License or Certificate of Authority No.	
		MO # 2007000084	
Professional Surveyor (Signature)		Date	
		3/20/2024	

STATE OF MISSOURI

JEREMY MICHAEL
POWELL

Number
PLS-2007000084

PROFESSIONAL LAND SURVEYOR

Only the following property description contained in this "EXHIBIT" is authenticated by this seal.

LEGEND:



PERMANENT TRACT OF LAND



PERMANENT SIDEWALK EASEMENT



TEMPORARY CONSTRUCTION EASEMENT

POB
POC
ROW
TCE
PSE

POINT OF BEGINNING
POINT OF COMMENCEMENT
RIGHT-OF-WAY
TEMPORARY CONSTRUCTION EASEMENT
PERMANENT SIDEWALK EASEMENT

EXHIBIT B

1/4 SECTION LINE

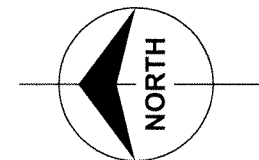
N 00°39'41" E

1138.96'

538+85.26

POC

FND. 1' BAR AT THE CENTER
OF SECTION 12-T51N-R21W
SHOWN ON FINAL LOCATION
SURVEY I-35/153 INTERCHANGE
PREPARED BY WESTWOOD
DATED: 03/14/2021



0 50'

SCALE: 1" = 50'

BEARINGS ARE BASED ON MISSOURI STATE PLANE
COORDINATE SYSTEM, WEST ZONE, NAD 1983



JEREMY M. POWELL, PMP, PLS, CFedS
MO LS 2007000084

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: 123

EXHIBIT B

FOR: MODOT

PROJECT: STBG-3392 (407) - ROUTE 291, CLAY, CO.

DATE: MARCH 18, 2024

EXISTING ROW

N 34°57'20" W 767.18'
ROUTE 291

10' SEWER ESMT.
BOOK 1001, PAGE 554

EXISTING ROW

15' U/E

531+18.08

S 55°02'40" W
63.21'

S 34°51'49" E 20.00'

PSE
200± SQ.FT.

(PSE) POB

531+18.08
63.21' RT

N 55°08'11" E
10.00'

531+18.07
73.21' RT

531+38.08
63.25' RT

S 55°08'11" W
10.00'

531+38.07
73.25' RT

N 34°51'49" W
20.00'

DETENTION
FACILITIES
EASEMENT

LOT 2D
LOT SPLIT SURVEY
OF 2-C
THE SHOPPES AT
LIBERTY TRIANGLE
SIXTH PLAT

(30)

MCBEE'S COFFEE N CARWASH LLC

PROPERTY LINE

NE 1/4 NW 1/4
SECTION 12-T51N-R32W

BLUE JAY DR.



CITY COUNCIL ACTION REPORT

Meeting Date: October 14, 2024

A/R No.: 2024-242

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance Amending Ordinance No. 11901 Approving a Change Order with Inco USA, LLC for City of Liberty Project 24-003 2024 Concrete Flatwork Replacement Project Increasing the Contract Amount by \$21,840.45 from \$68,292.39 to \$90,132.84

Summary:

- Approve a final Ordinance amending Ordinance No. 11901
 - Adjusting the contract from the current contract amount of \$68,292.39 to a final total of \$90,132.84

Background:

The 2024 Concrete Flatwork Replacement Project for the amount of \$68,292.39 was awarded to Inco USA, LLC, on March 11, 2024 (Ordinance No. 11901).

The project involved concrete flatwork along:

- N. Jewell St.
- S. Jewell St.
- E. Kansas St.
- Lightburne St.
- E. Mill St.

Throughout the project, additional work items were added along Mississippi St. and Claywoods Pkwy.

This action increases the contract amount by \$21,840.45 from \$68,292.39 to \$90,132.84. This amendment is required to:

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

Staff recommends approval of an Ordinance amending Ordinance No. 11901, establishing a contract with Inco USA, LLC, for the 2024 Concrete Flatwork Replacement Project, by increasing the contract amount by \$21,840.45 from \$68,292.39 to \$90,132.84.

Previous Action (if applicable):

- Citizen Sales Tax Oversight Committee recommendation on January 11, 2024
- Contract with Inco USA, LLC approved on March 11, 2024 (Ordinance 11901)

Policy/Committee Review:

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

Financial Considerations:

X Budgeted:	Line Item: Old Account No. 50.75.604.36.7515 now listed as Account No. 351-70023-600-000000 Line Item:	Amount: \$90,132.84 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2024-242 Reconcile 2024 Concrete - ORD
2. Inco Final CO_for Mayors Signature

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 11901 APPROVING A CHANGE ORDER WITH INCO USA, LLC FOR CITY OF LIBERTY PROJECT 24-003 2024 CONCRETE FLATWORK REPLACEMENT PROJECT INCREASING THE CONTRACT AMOUNT BY \$21,840.45 FROM \$68,292.39 TO \$90,132.84

WHEREAS, on March 11, 2024 City Council approved Ordinance No. 11901 approving a contract between the City of Liberty and Inco USA, LLC, in an amount of \$68,292.39 with authorization to spend up to \$82,000.00;

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 amends Ordinance No. 11901 approving a Change Order by and between the City of Liberty and Inco USA, LLC for the 2024 Concrete Flatwork Replacement Project by increasing the contract amount from SIXTY EIGHT THOUSAND TWO HUNDRED NINETY TWO DOLLARS AND 39/100 DOLLARS (\$68,292.39) to a final contract amount of NINETY THOUSAND ONE HUNDRED THIRTY TWO AND 84/100 DOLLARS (\$90,132.84) thereby providing a final change order and contract line item quantity reconciliation. A copy of said amendment being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

Ordinance No. _____ (Cont.)

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

Change Order

PROJECT: <i>(Name and Address)</i> 2024 Concrete Flatwork Replacement Project 101 E Kansas St Liberty, MO 64068	CONTRACT INFORMATION: Contract For: General Construction Date: 05-01-2024	CHANGE ORDER INFORMATION: Change Order Number: 1 Date: 09-20-2024
OWNER: <i>(Name and Address)</i> City of Liberty MO 101 E. Kansas Street Liberty, MO 64068	ARCHITECT: <i>(Name and Address)</i> INCO USA, LLC 1205 Ott Street Olathe, KS 66061	CONTRACTOR: <i>(Name and Address)</i> INCO USA, LLC 1205 Ott Street Olathe, KS 66061

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$ 68,292.39
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 68,292.39
The Contract Sum will be increased by this Change Order in the amount of	\$ 21,840.45
The new Contract Sum including the Change Order will be	\$ 90,132.84
The Contract Time will be increased by 0 days. The new date of Substantial Completion will be 08-29-2024	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, CONSULTANT, AND OWNER.

CONTRACTOR Hector Tabora - INCO USA, LLC Hector Tabora, Owner Sep 16, 2024 @ 1:17 PM	Joshua Martinez - City of Liberty MO Joshua Martinez, Capital Projects Engineer Sep 16, 2024 @ 1:09 PM	John Findlay - City of Liberty MO John Findlay, City Engineer Sep 20, 2024 @ 3:50 PM
Sherri McIntyre - City of Liberty MO Sherri McIntyre, Director of Public Works Sep 20, 2024 @ 4:04 PM		

_____ Mayor, Greg Canuteson	_____ Date
--------------------------------	---------------



CITY COUNCIL ACTION REPORT

Meeting Date: October 14, 2024

A/R No.: 2024-247

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance Approving a Contract with Heartland Traffic Services, Inc. for the City of Liberty 2024 Annual Pavement Marking Project (24-019) in an amount not to exceed \$78,914.05

Summary:

- Approve a contract not to exceed \$78,914.05 with Heartland Traffic Services, Inc. for pavement centerline, edge line, intersection and crosswalk striping of existing roadways.

Background:

City staff advertised a bid for striping services (pavement marking) on 08/26/2024 and received bids on 09/17/2024. There was one bid received from Heartland Traffic Services for \$99,660.85. The City's internal estimate was \$86,813.16. A calculation error in the bid document and subsequent discussions resulted in a revised bid price of \$78,914.05.

The project will provide marking improvements to locations with faded street markings. Heartland Traffic Services is a known provider for pavement markings within the Kansas City Metro Area. Previous premiere marking companies within the area were Twin Traffic Marking, K&G Stripping, and Traffic Zone Services, and they have all been consolidated under Heartland Traffic Services. Heartland Traffic Services performed the 2022 and 2023 Striping Project and has served as the subcontractor for striping associated with the 2022, 2023 and 2024 Overlay Projects.

The roadways that have been identified for this project are as follows:

- Birmingham Rd from S. Withers to South Liberty Parkway
- Flintlock Flyover from Liberty Dr. to South Liberty Parkway
- Kings Hwy from Rd from N, Stewart Rd. to Connistor St.
- S. La Frenz Rd. from Ruth Ewing Rd. to Richfield Rd.
- N. Church Rd. from City Limits to Oakwood Ln.
- Ruth Ewing Rd. from S. La Frenz to Birmingham Rd.
- Sunset Ave. and Forest Ln. from S. Ridge Ave to S. Fairview Ave.
- Buckingham Dr. from S. Withers to Old Withers Rd.
- The intersection of Kansas St. & Connistor St.
- Claywoods Pkwy

The products proposed for usage consist of water-based paint and methyl methacrylate (MMA), depending on site location and usage.

This report and subsequent Ordinance requests approval of a contract with Heartland Traffic Services in an amount not to exceed \$78,914.05.

The Citizens Sales Tax Oversight Committee approved this project at the August 2024 meeting.

Staff recommends approval of a contract with Heartland Traffic Services in an amount not to exceed \$78,914.05.

Previous Action (if applicable):

- CSTOC Approval August 2024

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: August 2024
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 351-70023-600-000000	Amount: \$78,914.05
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. 2024-247 Approve Heartland Traffic Services Pavement Marking ORD
2. 0.0) Contract for Sig

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH HEARTLAND TRAFFIC SERVICES,
INC. FOR THE CITY OF LIBERTY 2024 ANNUAL PAVEMENT MARKING PROJECT
(24-019) IN AN AMOUNT NOT TO EXCEED \$78,914.05

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Heartland Traffic Services Inc. for City of Liberty Project 24-019 2024 Annual Pavement Marking Project with a corrected bid amount NOT TO EXCEED SEVENTY-EIGHT THOUSAND NINE HUNDRED FOURTEEN AND 05/100 DOLLARS (\$78,914.05), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

City of Liberty, Missouri
CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT, made and effective as of _____, 2024, by and between the **City of Liberty**, a Missouri municipal corporation, hereinafter referred to as "CITY", and Heartland Traffic Services, located at 6026 N. 47th St. Kansas City 66102 hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of City: 2024 Annual Pavement Marking Project

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and attached **City of Liberty General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

☐ a sum not to exceed _____.

or (if above box is not checked):

☒ such amount as is set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows: _____

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

The City reserves the right, but shall not be bound to, retain 5% of each invoice as retainage. Retainage, if held, is to be released in whole upon final completion.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Agreement shall be completed in a reasonable manner, **as defined within Exhibit A**, and shall be performed so as not to delay or hinder City's schedule for the Project. Failure to complete the Work in a reasonable manner, **as defined within Exhibit A**, shall result in a reduction in the amount due the Contractor under this Agreement in the amount of \$100.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

CONTRACTOR

By: 

Title: Chief Estimator

DATED: 09/16/24

CITY OF LIBERTY, MISSOURI

By: _____
Mayor, Greg Canuteson

DATED: _____

ATTEST: _____

**CITY OF LIBERTY
CONTRACTING SERVICES AGREEMENT
GENERAL CONDITIONS**

1. Independent Contractor.

The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

2. Compliance with Laws.

The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

OSHA

If applicable to any Work undertaken as part of this Contract, Consultant and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo.

Prevailing Wage (ONLY APPLICABLE WHEN CONTRACT IS VALUED AT \$75,000.00 OR ABOVE)

Consultant further agrees, to the extent applicable to any Work undertaken as part of this Contract, to pay not less than the prevailing hourly wage of wages to all workers performing any such applicable work under this Contract. The consultant will forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any work done under the Agreement by the Consultant or subcontractor that required payment of prevailing wage under state law. A copy of the most current Missouri Division of Labor Standards Annual Wage Order is attached as an exhibit and made a part hereof.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict.

3. Subcontracts.

The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Contractor.

It is the intention of the Contractor to engage subcontractors for the purposes of:

Sub-Consultant Name	Mailing Address	Contracted Services
N/A	N/A	N/A

4. Indemnification.

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

5. Attorney Fees' and Costs.

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

6. Taxes.

The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City. Tax exempt certificates indicating this tax-exempt status are furnished as attachments to this Contract.

7. Insurance.

Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated in **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

8. Nondisclosure.

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

9. Changes.

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

10. Termination.

The City shall have the right to terminate the Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Agreement an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

11. Multi-year contracts; Non-appropriation.

Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

12. Accounting.

During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

13. Other Contractors.

The City reserves the right to employ other Contractors in connection with the Work.

14. Request for Proposals.

If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Contractor/Services Agreement or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contractor/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement (including **Exhibit A**, "Scope of Work").

15. Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

16. Site Operations. Where appropriate, the City will arrange for the right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.

17. Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

18. Compliance with State Immigration Statutes.

As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in **Exhibit B**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Agreement awarded to the Contractor.

19. Representations.

Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

20. Other Representations, Warranties, and Covenants by the Contractor.

The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Work and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

21. Governing/Choice of Law.

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

22. Counterparts.

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

23. Bonds.

The Contractor shall be responsible for providing all bonds and associated bond expenses required as part of this agreement.

24. Permits and Licenses and Easements.

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

The City shall be responsible for obtaining all necessary easements or other property interests necessary for the scope of work and services described in this agreement.

25. Hours of Performance.

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed between the hours of 7:00 AM to 5:00 PM central time, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with City's written consent, which will not be unreasonably withheld.

26. Inspection and Maintenance.

Materials or workmanship not conforming to:

- a. the City's standard design criteria
- b. the City's technical specifications
- c. job specifications

shall not be accepted by the City and shall be replaced at no cost to the City.

Contractor shall maintain and keep clean the project site and adjacent public Right of Way (ROW). The City reserves the right to require the Contractor to clean the project site and adjacent public ROW at no cost to the City.

27. Other Special Provisions.

The special provisions are set forth in Exhibit A and are incorporated herein by reference and made a part hereof.

28. Additional Contract Documents.

The following additional documents are incorporated herein by reference and made a part hereof:

- a. Exhibit A – Scope of Services
- b. Exhibit B – Affidavit of Participation in Federal Work Authorization Program
- c. ~~Exhibit C – Anti-Discrimination Against Israel Act Certification~~
- d. Prevailing Wage Requirements
- e. Payment Bond
- f. Performance Bond
- g. American Products Requirements
- h. Tax Exemption Certificate
- i. Technical Specifications

The documents listed in General Conditions Section 28 are attached to this Agreement (except as expressly noted otherwise above).

- a. There are no Contract Documents other than those listed above in this Article 28.
- b. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Exhibit A
Project Scope and Additional Specifications

1. Scope of Work and Special Provisions

The work provided for shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish paint and MMA pavement marking with other incidental and related work as required and/or as directed by the City to make a complete and finished job. More specifically the project locations, are:

Street*	From	To
Birmingham Rd.	Rail Rd. Crossing	S. Liberty Pkwy
Flintlock Flyover.	Red Oak Ln.	S. Liberty Pkwy
Kings Hwy.	Ruth Ewing Rd.	Richfield Rd.
La Frenz Rd.	Ruth Ewing Rd.	Richfield Rd.
N. Church Rd.	Oakwood Ln.	Southern City Limits
Ruth Ewing Rd.	Birmingham Rd.	La Frenz Rd.
Sunset Ave & Forest Ln	S. Fairview Ave.	S. Ridge Ave.
Buckingham	Withers Rd.	Trail Crossing
Kansas St. & Connistor St.	--	--
Claywoods Dr. & Claywoods Pkwy	--	--

*Also refer to Section 5. Location Maps

Revised (per after bid opening discussion between Joshua Martinez and Preston Green) to \$0.30, as the quantity (and method of payment) is for linear ft of paint used which accounts for both lines of paint.

Traffic Control shall be considered incidental to all work in all locations and no additional payment shall be made for it.

2. Contract Price

\$20,746.8

Line Item #	Description	Unit	Estimated Quantity	Unit Price	Contract Price
1	6" Piano Key Cross Walk – MMA	LF	267	\$ 10.00	\$ 2,670.00
2	24" Stop Bar – PAINT	LF	29	\$ 9.00	\$ 261.00
3	24" Stop Bar – MMA	LF	102	\$ 22.00	\$ 2,244.00
4	Roundabout Merge Line – PAINT	LF	80	\$ 4.00	\$ 320.00
5	Turn Arrow – PAINT	EA	4	\$ 125.00	\$ 500.00
6	Turn Arrow – MMA	EA	23	\$ 225.00	\$ 5,175.00
7	4" Skips Yellow – PAINT	LF	5390	\$.30	\$ 1,617.00
8	4" Solid Double Yellow – PAINT	LF	69,156	\$.40	\$ 27,662.40
9	4" Solid Double Yellow – MMA	LF	1,714	\$ 3.00	\$ 5,142.00
10	4" Roundabout Line Yellow – PAINT	LF	315	\$.30	\$ 94.50
11	4" Skips White – PAINT	LF	3,965	\$.30	\$ 1,189.50
12	Intersection White Directional Striping – MMA	LF	678	\$ 3.00	\$ 2,034.00
13	6" Solid Edge Line White – PAINT	LF	60,935	\$.45	\$ 27,420.75
14	4" Solid Lane Line White – PAINT	LF	1,665	\$.30	\$ 499.50

15	Mobilization and Bonds	EA	1	\$9,000.00	\$ 9,000.00
GRAND TOTAL CONTRACT PRICE:					\$ 99,660.85

*Traffic Control shall be considered incidental to all work in all locations.

3. Period of Performance and Liquidated Damages

Time is of essence. The Work to be performed shall be completed no later than no more than 45 days from the notice to proceed, and shall be performed so as not to delay or hinder City's schedule for the Project.

\$78,914.05

4. Insurance

The Contractor shall provide insurance as follows:

- Comprehensive General Liability: Minimum \$3,370,137 combined single limit for bodily injury and property damage
- Comprehensive Automobile Liability: \$2,000,000 combined single limit.
- Workers Compensation: Statutory requirements.
- Employers Liability: \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit.

5. Location Maps

6. Measurement and Payment

All line items using LF as the unit of measure shall be measured and paid by the linear feet of pavement marking placed.

All line items using EA as the unit of measure shall be measured and paid as each.

- MMA and Paint longitudinal and skip striping shall be measured by the linear feet of pavement marking placed.
- MMA and Paint Skips shall be 6" wide and 12' long with 30 foot gap spacing and shall be measured by the linear feet of pavement marking placed.
- MMA and Paint Double yellow shall be 6" wide with 4" gap between longitudinal lines. Double yellow shall be measured by linear foot of pavement marking placed; for example, 1000 linear feet of roadway striped with double yellow would be measured and paid as 2000 linear feet of double yellow striping.
- MMA and Paint Arrows and Words shall be thermoplastic and counted as each.
- MMA and Paint Stop Bars shall be measured by the linear feet of 24" striping.
- MMA and Paint Crosswalks shall be two parallel 6" white stripes transversely placed across the street a minimum of 6' apart and measured by the linear feet of 6" striping.
- Contractor will be responsible for inventory of the existing pavement markings prior to milling operations. Inventory work shall be incidental to the pavement marking pay items.
- Payment will be made at the Contract unit price bid as shown in the proposal for each type of striping installed and accepted, which prices shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the striping operation.

Revised (per after bid opening discussion between Joshua Martinez and Preston Green) to \$0.30, as the quantity (and method of payment) is for linear ft of paint used which accounts for both lines of paint.



To:	City of Liberty	Contact:	
Address:	1600 S. Withers Rd Liberty, MO 64068	Phone:	(816) 439-4417
		Fax:	
Project Name:	2024 LIBERTY ANNUAL PAVEMENT MARKING PROJECT	Bid Number:	
Project Location:	LIBERTY, MO	Bid Date:	9/17/2024

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	6" PIANO KEY CROSSWALK - MMA	267.00	LF	\$10.00	\$2,670.00
2	24" STOP BAR - PAINT	29.00	LF	\$9.00	\$261.00
3	24" STOP BAR - MMA	102.00	LF	\$22.00	\$2,244.00
4	ROUNDAABOUT MERGE LINE - PAINT	80.00	LF	\$4.00	\$320.00
5	TURN ARROW - PAINT	4.00	EACH	\$125.00	\$500.00
6	TURN ARROW - MMA	23.00	EACH	\$225.00	\$5,175.00
7	4" SKIPS YELLOW - PAINT	5,390.00	LF	\$0.30	\$1,617.00
8	4" SOLID DOUBLE YELLOW - PAINT	69,156.00	LF	\$0.60	\$11,493.60
9	4" SOLID DOUBLE YELLOW - MMA	1,714.00	LF	\$3.00	\$5,142.00
10	4" ROUNDAABOUT LINE YELLOW - PAINT	315.00	LF	\$0.30	\$94.50
11	4" SKIPS WHITE - PAINT	3,965.00	LF	\$0.30	\$1,189.50
12	INTERSECTION WHITE DIRECTIONAL STRIPING - MMA	678.00	LF	\$3.00	\$2,034.00
13	6" SOLID EDGE LINE WHITE - PAINT	60,935.00	LF	\$0.45	\$27,420.75
14	4" SOLID EDGE LINE WHITE - PAINT	1,665.00	LF	\$0.30	\$499.50
15	MOBILIZATION AND BONDS	1.00	LS	\$9,000.00	\$9,000.00

Total Bid Price: ~~\$99,660.85~~

Notes:

- **General Terms:**
- Bid Price does not include payment performance bonds or waiver of subrogation. Each can be furnished for an additional cost as follows. Bond rate of 1.25% - \$250 for waiver of subrogation.
- Bid price does not include attaining any permits required to perform work. All taxes and fees are excluded.
- Includes standard C.O.I. extension to match owners' requirements. All railroad and/or specialty insurance is excluded.
- HTS estimate to be included in contract as an exhibit.
- HTS to receive up-to-date plans and specifications prior to initial mobilization
- Notice required 14-days in advance of scheduling date. HTS will make every consideration in scheduling projects for timely completion.
- HTS does not agree to any project labor agreement obligations through this bid, nor will it agree to, whether through express or implied agreement, to any project labor agreement in connection with this project.

Payment Terms:

Payment to match owners pay terms plus 10 days (or per state spec). Private work to be paid 30 days after invoice date.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Heartland Authorized Signature: _____ Estimator: Preston Green 8163153075 preston.green@kgstripping.com
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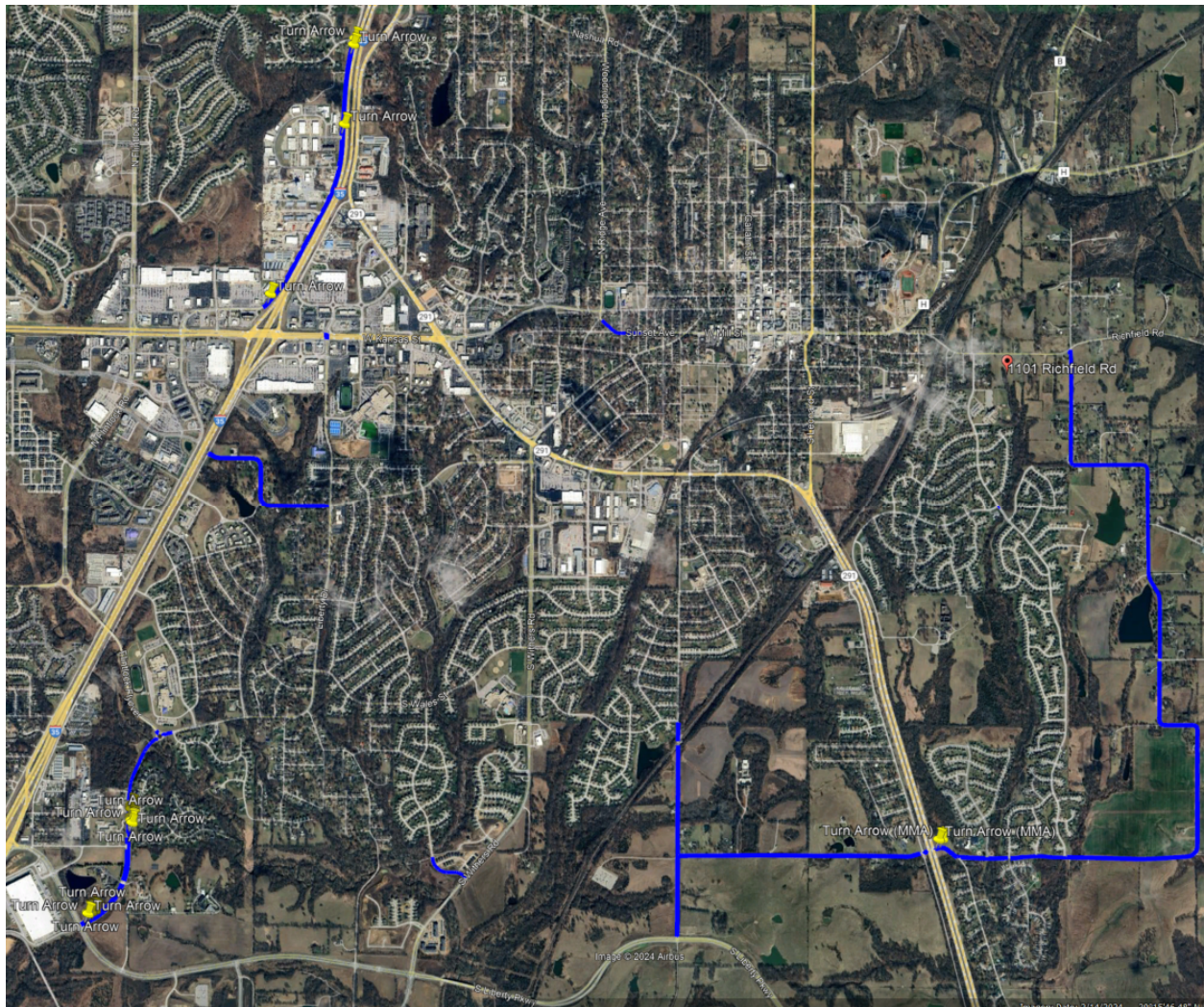


Image 1 - Overall Location Map



Image 2 – Birmingham Rd.

Line Item #	Description	Unit	Estimated Quantity
8	4" Solid Double Yellow – PAINT	LF	8,262
13	6" Solid Edge Line White – PAINT	LF	8,460

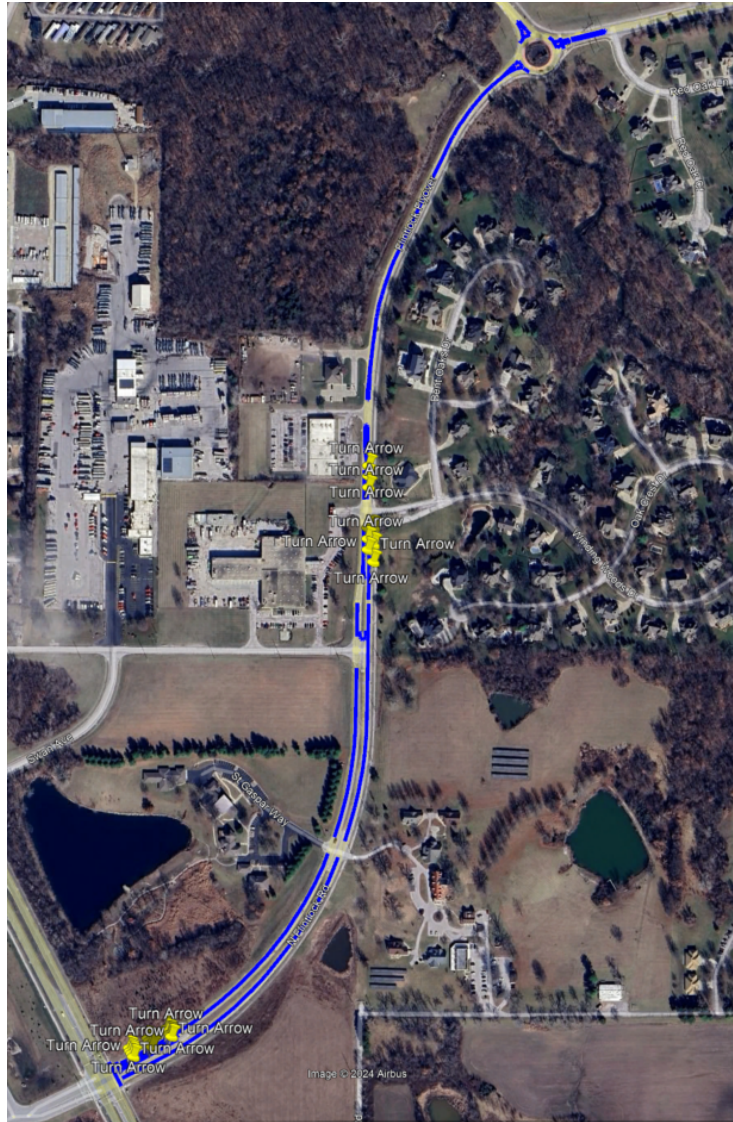


Image 3 – Flintlock Flyover

Line Item #	Description	Unit	Estimated Quantity
1	6" Piano Key Cross Walk – MMA	LF	147
3	24" Stop Bar – MMA	LF	45
4	Roundabout Merge Line – PAINT	LF	80
6	Turn Arrow – MMA	EA	21
8	4" Solid Double Yellow – PAINT	LF	5,480
10	4" Roundabout Line Yellow – PAINT	LF	315
11	4" Skips White – PAINT	LF	3,965
14	4" Solid Lane Line White – PAINT	LF	850



Image 4 – Kings Hwy

Line Item #	Description	Unit	Estimated Quantity
8	4" Solid Double Yellow – PAINT	LF	6,350
13	6" Solid Edge Line White – PAINT	LF	6,450

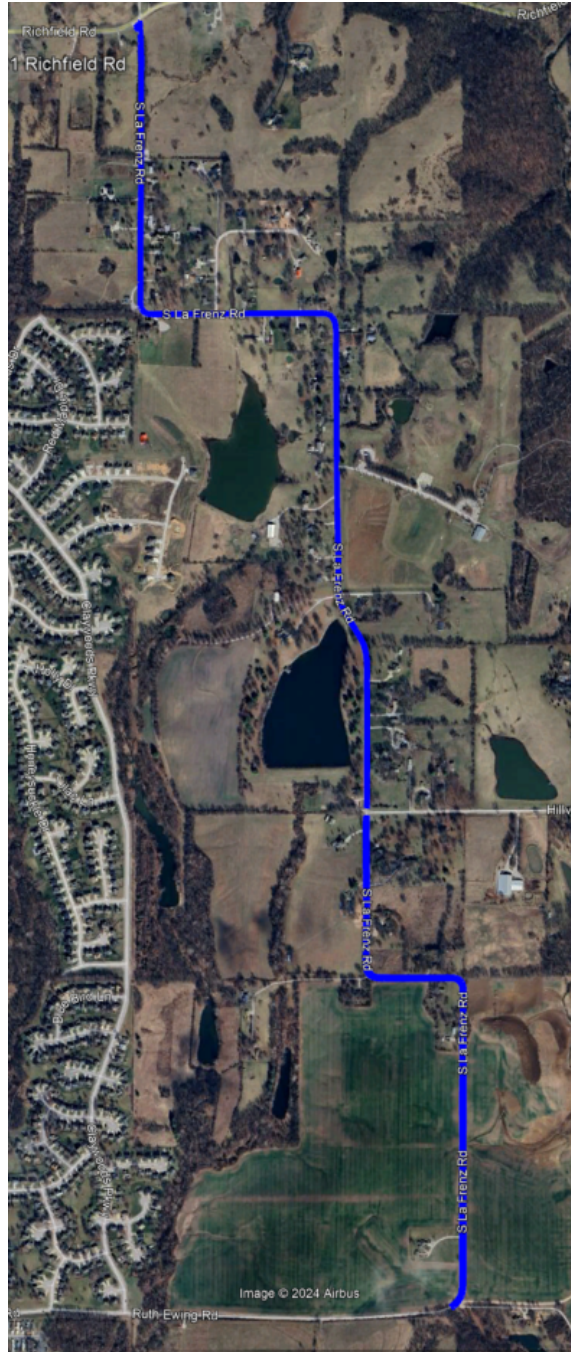


Image 5 – S. La Frenz Rd.

Line Item #	Description	Unit	Estimated Quantity
2	24" Stop Bar – PAINT	LF	29
7	4" Skips Yellow – PAINT	LF	5,390
8	4" Solid Double Yellow – PAINT	LF	14,030
13	6" Solid Edge Line White – PAINT	LF	17,045



Image 6 – N. Church Rd.

Line Item #	Description	Unit	Estimated Quantity
5	Turn Arrow – PAINT	EA	4
8	4" Solid Double Yellow – PAINT	LF	14,230
13	6" Solid Edge Line White – PAINT	LF	9,565
14	4" Solid Lane Line White – PAINT	LF	710



Image 7 – Ruth Ewing Rd.

Line Item #	Description	Unit	Estimated Quantity
1	6" Piano Key Cross Walk – MMA	LF	40
3	24" Stop Bar – MMA	LF	37
6	Turn Arrow – MMA	EA	2
8	4" Solid Double Yellow – PAINT	LF	19,830
13	6" Solid Edge Line White – PAINT	LF	19,415
14	4" Solid Lane Line White – PAINT	LF	105



Image 8 – Sunset Ave. & Forest Ln.

Line Item #	Description	Unit	Estimated Quantity
8	4" Solid Double Yellow – PAINT	LF	974



Image 9 – Buckingham Dr.

Line Item #	Description	Unit	Estimated Quantity
1	6" Piano Key Cross Walk – MMA	LF	40
3	24" Stop Bar – MMA	LF	20
9	4" Solid Double Yellow – MMA	LF	1,714

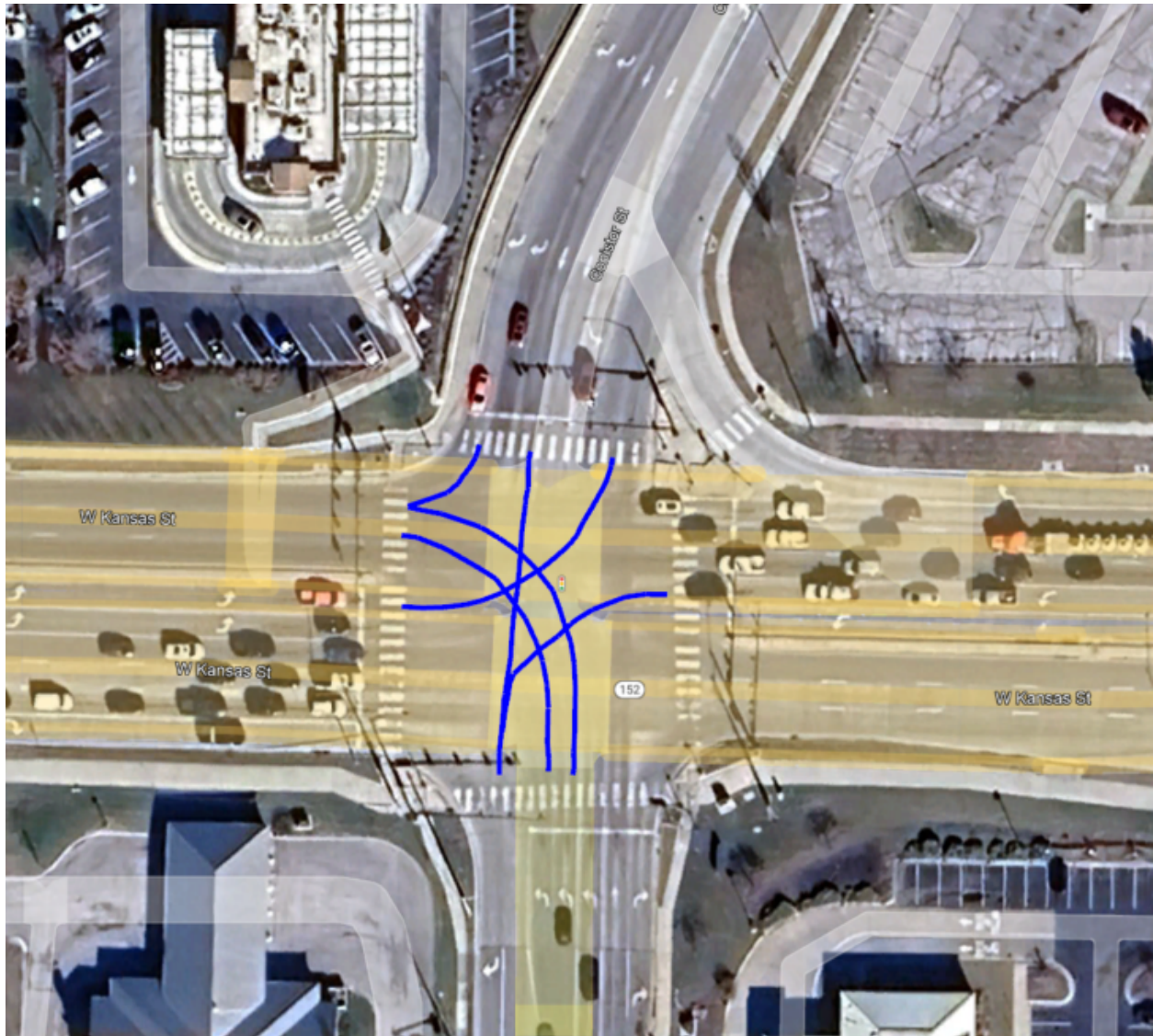


Image 10 – Kansas St. & Connistor St.

Line Item #	Description	Unit	Estimated Quantity
12	Intersection White Directional Striping – MMA	LF	678



Image 11 – Claywoods Dr. & Claywoods Pkwy.

Line Item #	Description	Unit	Estimated Quantity
1	6" Piano Key Cross Walk – MMA	LF	40

Exhibit B

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

Comes now Preston Grcan as Chief Estimator first being duly sworn, on my oath,
(name) (office held)
affirm Heartland ("Company") is enrolled and will continue to participate in a federal work
(company name) Insurance Services
authorization program in respect to employees that will work in connection with the contracted
services related to 2024 Annual Payment Markings of the City of Liberty and
any incidental items associated with this work for the duration of the contract, if awarded, in accordance with
Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
for the duration of the contract, if awarded. Attached to this affidavit is documentation of the
Company's participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM.
ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS
- 208.009 RSMo.)**

*In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements
made in this filing are subject to the penalties provided under § 575.040 RSMo).*

[Signature]
Signature (person with authority)

John Buffington
Printed Name

General Manager
Title

9/16/24
Date

State of Missouri Kansas)
County of Wyandotte) ss.

Subscribed and sworn to before me this 16 day of September, 2024.

My commission expires: 03-10-2027

[Signature]
Notary Public



ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Kansas)
) ss
COUNTY OF Wyandotte)

On the 7th day of March, 2024, before me appeared John Buffington,
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the General Manager Heartland Traffic Services, Inc., and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

John Buffington
Affiant Signature

Subscribed and sworn to before me in Kansas City, KS, the day and year first above-written.
city (or county) state



Karen Davis
Notary Public

My commission expires: 03-10-2027

[documentation of enrollment/participation in a federal work authorization program attached]

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Kansas)
COUNTY OF Wyandotte) ss

On the 9th day of January, 2024, before me appeared John Buffington,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed
to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the General Manager of Heartland Traffic Services, Inc., and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

John Buffington
John Buffington, Jan 9, 2024 14:19 CST
Affiant Signature

Subscribed and sworn to before me in Kansas City, KS, the day and year first above-written.
city (or county) state

Karen Davis
Notary Public

My commission expires: 03-10-2027



[documentation of enrollment/participation in a federal work authorization program attached]

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

- 1.01 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract.
- 1.02 The hourly rate of wages shall not be less than the wages stated in:

Missouri Division of Labor Standards

Annual Wage Order No. 31

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

- 2.01 Contractor shall submit weekly payroll records with each monthly payment application.
- 2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.
- 2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

- 3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.
- 3.02 The contractor will forfeit a penalty to the City of Liberty of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 024
CLAY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$70.59
Boilermaker	\$35.51*
Bricklayer-Stone Mason	\$62.37
Carpenter	\$64.44
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.58
Plasterer	
Communication Technician	\$61.30
Electrician (Inside Wireman)	\$68.72
Electrician Outside Lineman	\$35.51*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$35.51*
Glazier	\$58.94
Ironworker	\$69.61
Laborer	\$50.47
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$56.70
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$63.28
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$56.98
Plumber	\$78.98
Pipe Fitter	
Roofer	\$59.93
Sheet Metal Worker	\$75.64
Sprinkler Fitter	\$71.38
Truck Driver	\$56.61
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
 **The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$64.52
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$35.51*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.51
General Laborer	
Skilled Laborer	
Operating Engineer	\$55.82
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$51.36
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

PAYMENT BOND

CONTRACTOR (name and address):

Heartland Traffic Services, Inc.
626 North 47th Street
Kansas City, KS 66102

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

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

OWNER (name and address): City of Liberty, MO
101 East Kansas St
Liberty, MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement: September 16, 2024

Amount: \$78,914.05 Seventy Eight Thousand Nine Hundred Fourteen Dollars and 05/100

Description (name and location): 2024 Annual Pavement Marking Project
Liberty, MO

BOND

Bond Number: 2357888

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): September 23, 2024

Amount: \$78,914.05 Seventy Eight Thousand Nine Hundred Fourteen Dollars and 05/100

Modifications to this Bond Form: ☒ None ☐ See Paragraph 19

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

CONTRACTOR AS PRINCIPAL

Heartland Traffic Services, Inc. (seal)

Contractor's Name and Corporate Seal

By:

Signature

John Buffington

Print Name

General Manager

Title

Attest:

Signature

Contract Admin.

Title

SURETY

Swiss Re Corporate Solutions America Insurance Corporation (seal)

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

William Reidinger

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Cassidy Kelly

Client Service Representative

Title



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

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

shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

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

16. Definitions

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

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

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

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

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

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

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:

PERFORMANCE BOND

CONTRACTOR (name and address):

Heartland Traffic Services, Inc.
626 North 47th Street
Kansas City, KS 66102

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

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

OWNER (name and address): City of Liberty, MO
101 East Kansas St
Liberty, MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement: September 16, 2024

Amount: \$78,914.05 Seventy Eight Thousand Nine Hundred Fourteen Dollars and 05/100

Description (name and location): 2024 Annual Pavement Marking Project
Liberty, MO

BOND

Bond Number: 2357888

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): September 23, 2024

Amount: \$78,914.05 Seventy Eight Thousand Nine Hundred Fourteen Dollars and 05/100

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

Heartland Traffic Services, Inc. (seal)

Contractor's Name and Corporate Seal

By:

Signature

John Buffington

Print Name

General Manager

Title

Attest:

Signature

Contract Admin.

Title

SURETY

Swiss Re Corporate Solutions America
Insurance Corporation

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

William Reidinger

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Cassidy Kelly

Client Service Representative

Title



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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3; otherwise to be in full force and effect.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

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

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

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

State of ... Illinois
County of ... Cook ss.:

Surety
Company
Acknowledgment:

On this ... 23rd day of ... September 2024 ..., before me personally appeared ... William Reidinger, to be known, whom being by me duly sworn, did depose and say: that he/she resides at ... Schaumburg, IL, that he/she is the ... Attorney In Fact of ... Swiss Re Corporate Solutions ... America Insurance Corporation, the corporation described in and which executed the annexed instrument; that he/she knows the corporate seal of said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he/she signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



.....
Notary Public in and for the above County and State.

My commission expires ... 03/23/2027

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: **William Reidinger**

Principal: Heartland Traffic Services, Inc.
Obligee: City of Liberty, MO
Bond Description: 2024 Annual Pavement Marking Project
Bond Number: 2357888
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of September, 20 24.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC



CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY)

9/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 13710 FNB Pkwy, Suite 400 Omaha NE 68154 402-970-6100 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
INSURED 1458947 HEARTLAND TRAFFIC SERVICES, INC. 626 N 47TH STREET KANSAS CITY KS 66102	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Cincinnati Insurance Company</td><td>10677</td></tr><tr><td>INSURER B: The Cincinnati Casualty Company</td><td>28665</td></tr><tr><td>INSURER C: Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER D: Landmark American Insurance Company</td><td>33138</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Cincinnati Insurance Company	10677	INSURER B: The Cincinnati Casualty Company	28665	INSURER C: Arch Specialty Insurance Company	21199	INSURER D: Landmark American Insurance Company	33138	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 20975610**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	N	N	EPP0632318	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	EPP0632318	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	UXP1053271-01 LHA104610	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	EWC0632319	10/1/2024	10/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: 2024 Annual Pavement Marking Project; HTS Job #245084.

CERTIFICATE HOLDER**CANCELLATION****20975610**City of Liberty, a Missouri corporation
101 East Kansas Street
Liberty MO 64068

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODITIES

- 1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

- 2.01 The requirements of this form are not required when:
- A. Only one line of a particular good or product is manufactured or produced in the United States;
 - B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
 - C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.
- 2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.



MISSOURI PROJECT EXEMPTION CERTIFICATE

AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

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

PROJECT # ASSIGNED: _____

PROJECT DESCRIPTION: _____

PROJECT LOCATION: **City of Liberty, Missouri** – _____

DATE OF CONTRACT: _____

DATE PROJECT TO BEGIN: _____

ESTIMATED PROJECT COMPLETION DATE: _____

REVISED COMPLETION DATE: _____

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

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

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

APPROVED

APPROVED

DIRECTOR OF FINANCE

DATE

CITY ENGINEER

DATE

INSTRUCTIONS

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

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

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

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

- 1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of Technical Specifications for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.
- 1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.
- 1.03 The aforementioned Technical Specifications are available online at:
<https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications>. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

- 2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.
- 2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 14, 2024

A/R No.: 2024-246

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: Ordinance Amending Ordinance No. 11951, Approving a Contract with the Mid-America Regional Council Pertaining to Senior Services by Approving Amendment #1 Increasing the Set Maximum Reimbursement Rates by \$33,473.53 from \$143,250.00 to \$176,723.53 from a Period of July 1, 2024 through June 30, 2025

Summary:

- The original contract (ORD No. 11951) with MARC, effective July 1, 2024, authorized receipt of funds from MARC for FY2024/2025 senior center administration, site person transportation, home delivered meal delivery, home delivered-meals administration of a volunteer system, evidence-based DPHP programs, and home delivered meal reassessments.
- Two years ago, the City applied for and received a grant for the purchase of a new 12-passenger bus,
- Due to an increase in the price of the bus from the time of the grant application to the initiation of the procurement process, the City's 20 percent cost share increased.
- The additional funds from MARC help to cover that increase of the new 12-passenger bus, which should arrive early next year.
- This Amendment #1, effective October 15, 2024, increases the maximum dollar amount to be used to help the City of Liberty meet its obligations under the 5310 vehicle program, administered by the Missouri Department of Transportation from \$33,000 to \$66,473.53 from the period July 1, 2024, through June 30, 2025.

Background:

Each year the City of Liberty is awarded operating contracts by the Mid-America Regional Council (MARC) to support senior center administration, site person transportation, home delivered meal delivery, home delivered meals administration of a volunteer system, evidence-based DPHP programs, and home delivered meal reassessments. All contracts are for the state fiscal year from July 1 through June 30.

All MARC funding is based on usage and capped at the grant funded amounts. The table below outlines the maximum amounts to be paid outlined in the original contract and the maximum amounts to be paid proposed in Amendment #1.

Service	Original Contract	Amendment #1
Transportation services to and from the center, unit rate \$2.89/one-way trip	\$15,000	\$15,000

Delivery of home delivered meals, unit rate \$2.00	\$22,000	\$22,000
Home delivered meals administration of a volunteer system, unit rate \$5.75	\$63,250	\$63,250
Evidence-based DPHP programs	\$10,000	\$10,000
Administration of senior center	\$33,000	\$66,473.53
Total Value of Contract		\$143,250
		\$176,723.53

Previous Action (if applicable):

- Ordinance No. 11951 was approved at the regular meeting of the City Council of the City of Liberty, Missouri, on August 12, 2024.
- Ordinance 3345, accepting grant funding from the KCATA for the purchase of a 12-Passenger Bus for the Liberty Access Transportation Program, was approved at the regular meeting of the City Council of the City of Liberty, Missouri, on August 14, 2023.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):100-43002-000-000000	Amount: \$166,723.53
	Revenue Line (if applicable):865-44069-000-000000	Amount: \$10,000.00
Non-Budgeted	Line Item:	Amount:
	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. ORDINANCE 20-25 MARC Amendment #1
2. Liberty City of SFY 25 CC Amend #1_vehicle
3. Ord 11951 MARC Senior Services 2024-25

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 11951, APPROVING A CONTRACT WITH THE MID-AMERICA REGIONAL COUNCIL PERTAINING TO SENIOR SERVICES, BY APPROVING AMENDMENT #1, INCREASING THE SET MAXIMUM REIMBURSEMENT RATES BY \$33,473.53 FROM \$143,250.00 TO \$176,723.53 FROM A PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025

WHEREAS, Ordinance No. 11951, Approving a Contract with the Mid-America Regional Council Pertaining to Senior Services was approved on August 12, 2024; and,

WHEREAS, The Mid-America Regional Council recognizes increased funds are required to help the City of Liberty meet its obligations under the 5310 Vehicle Program, administered by the Missouri Department of Transportation and therefore wish to amend certain terms and provisions of Ordinance No. 11951 as set forth herein; therefore,

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an amendment to the agreement between the City of Liberty and the Mid-America Regional Council pertaining to Senior Services by increasing the set maximum reimbursement rates for the period of July 1, 2024 through June 30, 2025 by \$33,473.53 from \$143,250.00 to \$176,723.53 as follows: \$66,473.53 for senior center administration, \$37,000.00 for transportation, \$63,250.00 for Meals on Wheels subsidized meals, and \$10,000.00 for Evidence Based Programs. A copy of said amendment is incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2024.

MAYOR

ATTEST:

Ordinance No. _____(Cont.)

DEPUTY CITY CLERK

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

MAYOR

AMENDMENT COMMUNITY CENTER SERVICES AGREEMENT
Contract #10060-CoL-25

This First Amendment to the Agreement (the "Amendment"), by and between the Mid-America Regional Council, hereinafter referred to as "MARC", and the City of Liberty, MO, (hereinafter referred to as Contractor), with offices located at 101 E. Kansas St., Liberty, Missouri, is effective this 29th day of September, 2024.

WITNESSETH:

WHEREAS, MARC and Contractor are parties to that certain Agreement dated as of July 1, 2024 (the "Agreement"); and

WHEREAS, MARC and Contractor wish to amend certain terms and provisions of the Agreement as set forth herein;

NOW, THEREFORE, the parties hereto do agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment and not otherwise defined herein shall herein have the meaning ascribed to such terms in the Agreement.
2. **Amendment.** Paragraph 3 of the Agreement, regarding **A. Maximum Obligation**, is hereby deleted in its entirety and replaced with the following:
 - A. **Maximum Obligation** - Contractor and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:
 - **Administration of the Center -** **not to exceed \$66,475.53***
Funded, in part, with Title IIIC1 and IIIC2; CFDA #93.045
* \$33,473.53 of this Senior Center Administration dollar amount is to be used to help Contractor meet its obligations under the 5310 vehicle program, administered by the Missouri Department of Transportation
 - **Transportation Service for Participants to and from the Center -** **\$2.89one-way trip**
Not to exceed \$15,000
Funded, in part, with Title IIIB; CFDA #93.044 & Social Services Block Grant, CFDA #93.667
 - **Home Delivered Meals Administration of Volunteer System -** **\$5.75/meal delivered**
Funded with Title IIIC2; CFDA #93.045; & Nutrition Services Incentive Program (NSIP); CFDA #93.053
Not to exceed \$63,250
 - **Delivery of Home Delivered Meals -** **\$2.00/meal delivered**
Funded with Title IIIC2; CFDA #93.045; & Social Services Block Grant, CFDA #93.667
Not to exceed \$22,000
 - **Evidence-based Disease Prevention/Health Promotion (DPHP) programs –**
Not to exceed \$10,000*
Funded with Title IIID, CFDA #93.043, &/or Title IIIE, & 93.052

*These services include the delivery of group-based disease prevention and health promotion courses. The courses are licensed by entities approved by the Administration for Community Living and/or the Missouri Department of Health and Senior Services and are known to improve health and other outcomes among participants. Awards include the following compensation rates, specific to evidence-based programs:

Evidence-based DPHP program facilitation at \$25-\$200/completer
Evidence-based DPHP program training at \$200-\$600/Leader Training

Total Contractual Commitment:

Not to exceed \$176,723.53

For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.

Contractor, as a federal subrecipient, is responsible for a minimum of 25% match of the total cost of these programs in the form of in-kind contributions. Subrecipient proposed no indirect costs. Therefore, indirect costs will be considered unallowable costs.

Where appropriate, Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

3. **Governing Law.** This Amendment shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Amendment, the federal common law shall govern.

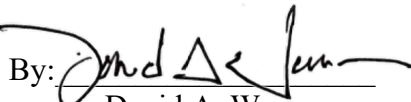
4. **Controlling Agreement.** To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Agreement, this Amendment and the Agreement shall be deemed to conform to the terms and conditions of this Amendment.

5. **Binding Effect.** All the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

Mid-America Regional Council

City of Liberty, MO

By: 
David A. Warm
Executive Director

By: _____

Printed Name: _____

Title: _____

Date: _____

Date: 10/1/2024

ORDINANCE NO. 11951

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

WHEREAS, MARC and the City of Liberty wish to enter into an agreement awarding the City of Liberty an operating contract by MARC for Liberty Access Demand Transportation, and to support senior center administration, site person transportation, home delivered meal delivery, home delivered meals administration of a volunteer system, and evidence-based disease prevention/health promotion programs; and,

WHEREAS, the term of the agreement is dated July 1, 2024 through June 30, 2025 for an amount not to exceed \$143,250.00;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and the Mid-America Regional Council for the period of July 2024 through June 2025 as follows in an amount not to exceed ONE HUNDRED FORTY THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$143,250.00), \$33,000.00 for senior center administration, \$37,000.00 for transportation, \$63,250.00 for Meals on Wheels subsidized meals, and \$10,000.00 for Evidence Based Programs. A copy of said agreement is incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this 12th day of August, 2024.



MAYOR

ORDINANCE NO. 11951 (CONT.)

ATTEST:

Sarah Ranes
DEPUTY CITY CLERK

APPROVED by the Mayor this 12th day of August, 2024.

[Signature]
MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: October 14, 2024

A/R No.: 2024-244

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance Amending Ordinance No. 11556 Approving a Contract Between the City of Liberty and VSM Engineering LLC by Increasing the Contract Amount by \$45,997.50 from \$129,250.00 to \$175,247.50 for the Mississippi Street and Liberty Drive Design Project

Summary:

- Ordinance approving a contract amendment between the City of Liberty and VSM Engineering for Mississippi Street and Liberty Drive Sidewalk Design Project
- The amendment results in a net increase of the contract of \$45,997.50 resulting in a new contract total of \$175,247.50.
 - The amendment reduces the contract amount by \$14,402.50 to account for the completion of work associated with Amendment No. 2
 - The amendment increased the contract amount by \$60,400.00 to account for the additional Federal Work Requirements associated with the Carbon Reduction Program Grant.

Background:

City of Liberty project 21-025 "Mississippi St. and Liberty Dr. Sidewalks Design" was initiated after City staff received requests from citizens and elected officials to complete sidewalk improvements to bridge gaps in the city sidewalk system. At the February 28, 2022 City Council meeting, a design contract was approved with VSM Engineering for the design of sidewalk improvements at two locations which had been identified as priorities:

- Mississippi St. from Fairview Ave. to Maple St.
- Liberty Dr. from Midjay Dr. to Fairview Ave.

At the February 27, 2023 City Council meeting, the design contract was amended (Amendment No. 1) to increase the scope of work along Liberty Dr. to include the segment between Midjay Dr. and Red Oak Ln.

At the May 8, 2023 City Council meeting, the design contract was amended (Amendment No. 2) to increase the scope of work along Mississippi St. to include the design of a water main between Fairview Ave. and Maple St. This scope of work has since been completed and the funding source provided by the Utilities department may be released from the contract. This will result in a contract decrease of \$14,402.50.

At the August 12, 2024 City Council meeting, a Carbon Reduction Funding Agreement

was approved which will provide for construction funding assistance for the Liberty Dr. sidewalk improvements. The addition of federal funding to the Liberty Dr. project requires that the project design and plan sets meet additional federal and state requirements (and an additional ADA ramp along Mississippi St) necessitate an increase in the consultant scope of work to continue design work to completion. This will result in a contract increase of \$60,400.00.

This action item would effectively increase the contract by a net amount of \$45,997.50 thereby allowing an increase in the scope to account for the revised scope of work associated with federal funding requirements and additions to the project.

Staff recommends approval of an Ordinance amending Ordinance No. 11556, thereby increasing the agreement between the City of Liberty and VSM Engineering from \$129,250.00 to \$175,247.50.

Previous Action (if applicable):

- The Citizen Sales Tax Oversight Committee reviewed the project at the February 2022 meeting and determined it meets voter intent.
- The Liberty City Council approved a design contract with VSM Engineering at the February 28, 2022 meeting.
- The Liberty City Council approved an amendment to Ordinance No. 11556 at the February 27, 2023 meeting. (Ordinance No. 11723)
- The Liberty City Council approved an amendment to Ordinance No. 11556 at the May 08, 2023 meeting. (Ordinance No. 11771)
- The Liberty City Council approved a Carbon Reduction Funding Agreement for the construction funding of Liberty Dr. sidewalk improvements at the August 12, 2024 meeting. (Ordinance No. 11957)

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: February 9, 2022
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 592-70017-801-000000 Line Item: 352-57033-605-000000	Amount: \$25,780.00 - \$14,402.50 = \$11,377.50 Amount: \$103,470.00 + 60,400.00 = \$163,870.00
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. 2024-244 Amend No. 3 Contract VSM - ORD
2. Amendment No. 3_For Signed by VSM

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 11556 APPROVING A CONTRACT BETWEEN THE CITY OF LIBERTY AND VSM ENGINEERING LLC BY INCREASING THE CONTRACT AMOUNT BY \$45,997.50 FROM \$129,250.00 TO \$175,247.50 FOR THE MISSISSIPPI STREET AND LIBERTY DRIVE DESIGN PROJECT

WHEREAS, an agreement for Design Services with VSM Engineering, LLC. was approved by Ordinance 11556 on 2/28/2022 with a not to exceed amount of \$66,510.00; and

WHEREAS, the agreement for Design Services with VSM Engineering, LLC. was amended by Ordinance 11723 on 2/27/2023 bringing the not to exceed amount to \$103,470.00; and

WHEREAS, an agreement for Design Services with VSM Engineering, LLC. was approved by Ordinance 11771 on 05/08/2023 bringing the not to exceed amount to \$129,250.00;

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 amends Ordinance No. 11556 approving a contract by and between the City of Liberty and VSM Engineering, LLC for the Mississippi and Liberty Dr Sidewalks Design Project. The amendment increases the funding associated with Amendment No. 1 by SIXTY THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$60,400.00). The amendment also decreases the funding associated with Amendment No. 2 by FOURTEEN THOUSAND FOUR HUNDRED TWO AND 50/100 DOLLARS (\$14,402.50). The amendment results in a net increase to the agreement of FOURTY FIVE THOUSAND NINE HUNDRED NINETY-SEVEN AND 50/100 DOLLARS (\$45,997.50) to a not to exceed amount of ONE HUNDRED SEVENTY-FIVE THOUSAND TWO HUNDRED FOURTY SEVEN AND 50/100 DOLLARS (\$175,247.50). A copy of said amendment being incorporated by reference herein and available for review as required by law.

SECTION II

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

Ordinance No. _____ (Cont.)

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

AMENDMENT NO. 3
To
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
Between
VSM Engineering, LLC
And
CITY OF LIBERTY, MISSOURI
Project #21-025

This Contract amendment is made by and between VSM Engineering, LLC a Missouri Limited Liability Company and the Mayor, City Council and the Citizens of the City of Liberty, Missouri a municipal; corporation the _____ the day of _____, 2024.

Whereas, it is the mutual desire of the parties hereto to amend the CONTRACT for PROFESSIONAL ENGINEERING SERVICES entered into on the 28th day of February, 2022, hereinafter called the Existing Contract.

Therefore, it is hereby agreed that the Existing Agreement be amended as follows:

1. Reduce the scope of work by closing Amendment No. 2. Amendment No. 2 has been completed, funds not utilized shall be removed from the contract thereby reducing the existing contract from \$129,250.00 by \$14,402.50 to \$114,847.50.
2. Increase the scope of work by adopting Amendment No. 3. Amendment No. 3 increases the scope of work and cost associated with the base contract and Amendment No. 1 from \$114,847.50 by \$60,400.00 to \$175,247.50.
 - a. Accept Attachment A – “Scope of Work Amendment 3”
 - b. Accept Attachment B – “Payment to Engineer for Services – Amendment 3”

The above two attachments revise the original scope of work and increase the contract by a net amount of \$45,997.50 to \$175,247.50.

This amendment will be deemed a part of, and be subject to, all terms and conditions of the Existing Agreement. Except as modified above, the Existing agreement will remain in full force and effect.

CITY OF LIBERTY, MISSOURI

VSM ENGINEERING, LLC

By: _____

By: Valerie S. McCaw

Mayor Greg Canuteson

Valerie S. McCaw, President

End AMENDMENT No. 3

**ATTACHMENT A
SCOPE OF WORK AMENDMENT 3**

**Project #21-025 -Design Mississippi Street Sidewalk – Fairview Ave to Maple St. and Liberty Drive
Trail – Midjay Dr. to Wilshire Blvd Sidewalk and Trail Improvements
Last updated 10-04-24**

VSM Engineering LLC

The design professional shall complete all tasks for the Project.

Mississippi St.

Phase 2A – Expanding Plans & Cost Estimate and Special Provisions for 5-ft sidewalk on the north side along Mississippi Street + to account for additional detail work on ADA Ramps and Additional ROW.

Task 700– Construction Plan Development

Attend meeting and develop meeting minutes. Assume two (2) additional meetings. Also includes design professional contract/subcontract preparation, Quality Control reviews and invoicing.

Construction Plan Development – Create 2 Additional Plan and Profile sheets for ADA Ramps (see detail attached) and ROW plan sheet. This includes construction plans for 600 LF± of 5-ft wide sidewalk along the North side of W. Mississippi St. from N. Fairview Ave. to Maple St. (northbound).

Task 900- Quantities & Cost Estimate – no change

Estimate Costs for using earthwork, stormwater, sidewalk and subgrade and subbase quantities and other items such as construction traffic control, retaining wall, etc. Develop a separate cost estimate for the water line to include trenching, pipe, fittings, bedding material and other items.

Task 1000 – Develop Special Provisions – no change

Develop Special Contract Provisions as needed for the project. The remainder of the Specification document will be prepared by the City of Liberty for both the sidewalk and the water line plans.

Task 1100 – Submittal, Comment and Responses

Respond to City comments and make adjustments to plans and estimate as needed. Assume one round of comments and responses. Add one sheet for ADA Ramp Details and one sheet for ROW plan. Legal Description and Tract Map for ROW tract at Fairway and Mississippi. Title Report to be provided by City of Liberty.

Task 1200 – Final Submittal, Plans, Estimate and Special Provisions – no change

Submittal of Final contract deliverables that are sealed and in the requested format.

Task 1300 - Record Drawings – no change

Develop record drawings for water lines only based upon redlines from contractor or City.

Deliverables

- Two half-size sets 11" x 17"
- Pdf sets –Emailed or on flash drive
- Cad drawings-On flash drive

Liberty Dr.

Phase 2A – Expand Plans & Cost Estimate and Special Provisions for 5-ft sidewalk along Liberty Drive from Red Oak Lane east to Wilshire Blvd to accommodate LPA funding for MoDOT

Task 700 – Construction Plan Development for MoDOT Submittals at 60% 90%, 100%

Attend meeting and develop meeting minutes. Assume three (3) additional meetings Quality Control reviews and invoicing. Respond to MoDOT comments at each submittal.

Construction Plan Development – Create Additional Plan sheets (see detail attached) for construction plans for 1600 LF± of 5-ft wide sidewalk along the south side of Liberty Drive from Red Oak Lane east to connect to the existing sidewalk at Wilshire Blvd (South side). This includes appropriate details including an MSE retaining wall (280 LF ±) long.

Assistance with Public Meeting. Attend 1 public meeting. Assistance with Exhibit preparation for meeting.

Create Additional Plan Sheets – Construction Traffic Control, ADA Ramp details (5 details), Quantity Sheets in MoDOT format – see list of sheets in fee proposal.

Task 800- Legal Descriptions and Tract Maps – for Temporary Construction Easement – 2 tracts. Title Reports furnished by City

Task 900- Quantities & Cost Estimate

Update Estimate Costs for using earthwork, stormwater, sidewalk and subgrade and subbase quantities and other items such as construction traffic control, retaining wall, etc. for each MoDOT submittal

Task 1000 – Develop Special Provisions – No Change

Develop Special Contract Provisions as needed for the project. The remainder of the Specification document will be prepared by the City of Liberty.

Task 1100 – Submittal, Comment and Responses from MoDOT

Respond to City comments and make adjustments to plans and estimated as needed. Assume one round each of comments and responses for 60% and 100% submittals

Task 1200 – Final Submittal, Plans, Estimate and Special Provisions

Submittal of Final contract deliverables that are sealed and in the requested format.

Deliverables

- Two half-size sets 11" x 17"
- Pdf sets –Emailed or on flash drive
- Cad drawings-On flash drive

Expenses (for both phases) - \$1000

- **\$850 for Legal description and tract map from surveyor**
- \$150 To include mileage, printing, etc.

Bid Phase- Not Included in Scope at this time.

Construction Phase - Not Included in Scope at this time.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
2	Attachment B - Payment to Engineer for Services - Amendment 3																		
3	Project #21-025																		
4	VSM Project 22-01																		
5	Last updated 08/20/24				Y	Y	S	AM	W	N									
6																			
7																			
8	Phase 2 - Trail Construction Plans - Liberty Dr.																		
9	700			Construction Plans and Flood Permit	0	40	0	120	80	8		Expenses		Drawing List - for 1413 LF of Trail - Liberty Ave					
10	800			Legal Descriptions and Tract Maps	0	4	0	0	0	0	\$850	See Drawing List		Drawings 22 x 34 (1/2 size is 11 x 17)				Sheets	
11	900			Quantities and Cost Estimate	0	0	0	4	40	0		Assume 1 Tracts (\$850 per tract). Title Reports provided by the City of Liberty.		Title Sheet				1	
12	1000			Technical specifications	0	0	0	0	0	0		Includes grading quantities from CAD		General Notes and Survey Data				1	
13	1100			Submittals and comment responses	0	24	0	40	0	0		All specs to be done by City of Liberty. Special Provisions by VSM.		Survey Data Sheet with BM and CP's (VSM to provide Title Block)				0	was 1 sheet
14	1200			Final Plans, Estimate and Special Provisions	0	8	0	12	0	16	\$150	Assume 1 round of comments and responses		Alignment Layout Sheet and Typical Sections				2	was 1 sheets
15												Misc. Expenses- Printing, Mileage \$300.		Plan and Profile View - 1" = 20' for 1665 LF - 00 LF per sheet				3	was 5 sheets
16												Deliverables are Plans, Cost Estimate and Special Provisions		Cross sections - 12 sections per sheet				10	was 2 sheets
17				SUBTOTAL TRAIL CONSTRUCTION PLANS	0	76	0	176	120	24	1000			Construction Traffic Control Plan				2	new sheet
18				Rates	\$200	\$175	\$150	\$110	\$95	\$60	\$1			Retaining Wall Sheet				1	new sheet
19				Total Costs	\$0	\$13,300	\$0	\$19,360	\$11,400	\$1,440	\$1,000	\$46,500		Special Barrier Curb Detail plan and Profile				1	new sheet
20														MoDOT Detail Sheets				2	new sheets
21														Sediment and Erosion Control Plan				1	new sheet
22														Watershed Sheet				1	was 2 sheets
23														Survey Sheets				3	was 1 sheet
24														Details - Typical Trail Section, Sediment and Erosion Control- Details, Handicap ramp detail, Rail for trail, Retaining Wall (CME Wall)				0	was 2 sheets
25														MoDOT drawings - ROW Dwg + Quantity tables				4	
26												TOTAL FEE	\$46,500					32	16 sheets - original estimate
27																			
28																			
29																			
30				Amendment 3 - Sidewalk Construction Plans - Mississippi								Expenses		Drawing List - for 1665 LF of Trail & Sidewalk					
31	700			Construction Plans and Flood Permit	0	0	0	0	0	0		See Drawing List		Drawings 22 x 34 (1/2 size is 11 x 17)				Sheets	
32	800			Legal Descriptions and Tract Maps	0	0	0	0	0	0	\$1,000	1 ownership - 1 description - Title Report provided by City		Title Sheet				1	No change
33	900			Quantities and Cost Estimate	0	4	0	16	0	0		Includes grading quantities from CAD		General Notes and Survey Data				1	NO change
34	1000			Technical specifications	0	0	0	0	0	0		All specs to be done by City of Liberty. Special Provisions by VSM.		Survey Data Sheet with BM and CP's (VSM to provide Title Block)				1	No Change
35	1100			Submittals and comment responses	0	16	0	40	0	8		Assume 1 round of comments and responses		Alignment Layout Sheet and Typical Sections				1	
36	1200			Final Plans, Estimate and Special Provisions	0	4	0	16	0	0	\$300	Misc. Expenses- Printing, Mileage \$300.		Plan and Profile View - 1" = 20' for 1665 LF - 00 LF per sheet				5	
37												Deliverables are Plans, Cost Estimate and Special Provisions		Cross sections - 12 sections per sheet				2	Client wants 6 per sheet on Liberty
38				SUBTOTAL TRAIL CONSTRUCTION PLANS	0	24	0	72	0	8	1300			Watershed Map and Stormwater Design Data for culvert crossings				2	
39				Rates	\$200	\$175	\$150	\$110	\$95	\$60	\$1			Sediment and Erosion Control Plan (do-by-note-only-for-Shop-drawing)				0	Add to Plan Set
40				Total Costs	\$0	\$4,200	\$0	\$7,920	\$0	\$480	\$1,300	\$13,900		Construction Traffic Control Plan (add-note-for-Shop-drawing-review-only)				0	Add to Plan Set
41				\$60,400										Details - Typical Trail Section, Sediment and Erosion Control- Details, Handicap ramp detail, Rail for trail, Retaining Wall (CME Wall)				2	
42												TOTAL FEE	\$13,900					15	use 16 sheets
43																			



CITY COUNCIL ACTION REPORT

Meeting Date: October 14, 2024

A/R No.: 2024-250

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: Ordinance Amending Ordinance No. 11854 Approving a Final Change Order with Zipco Contracting, Inc. by Increasing the Contract Amount by \$2,180.00 from \$152,050.00 to \$154,230.00

Summary:

- City Council Approved a contract to remodel the first and second floor bathrooms in City Hall in order to provide ADA complaint facilities in December 2023.
- The remodeling work was completed and there were some additions and deductions from the original scope of work.
- The total additions and deductions resulted in a net increase of \$2,180.00.
- Approve an ordinance amending the original ordinance contract amount by increasing it by \$2,180.00 from \$152,050.00 to the final contract amount of \$154,230.00.

Background:

On December 11, 2024 City Council approved a contract with Zipco, Inc. for renovations to the first and second floor bathrooms (Ordinance No. 11854). The original contract amount was \$152,050.00 and included removal of existing floor tiles, wall tiles, partial walls, and existing toilets; placing new flooring; installing LED lighting, ADA stools, sinks, and stools; installing new partitions and grab bars; and replacing the existing first floor lobby floor tiles with epoxy flooring.

During construction, some changes were necessary that added or deducted from the original scope of work. The contract is completed and a final reconciliation change order is required to adjust the final contract amount and to authorize final payment. The attached change order summarizes those changes.

The net result of all the changes increases the contract amount of \$152,050.00 by \$2,180.00 to a final amount of \$154,230.00. Approving an ordinance amending the original contract amount will allow for the final payment to the contractor and close out the project.

City staff recommends approving an ordinance approving a final change order to Ordinance No. 11854 approving a contract with Zipco Contracting, Inc. to renovate the first and second floor bathrooms providing ADA compliant public bathrooms and first floor lobby increasing the contract amount by \$2,180.00 from \$152,050.00 to \$154,230.00.

Previous Action (if applicable):

- City Council approved ZIPCO contract for 1st and 2nd floor bathroom remodeling - Dec. 11, 2023

Policy/Committee Review:

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

Financial Considerations:

x Budgeted:	Line Item: 350.70020.160	Amount: ADD \$2,180.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2024-250 ORD Approve Final Contract Amendment with ZIPCO
2. ZIPCO Change Order FINAL 10-4-2024

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 11854 APPROVING A FINAL CHANGE
ORDER WITH ZIPCO CONTRACTING, INC. BY INCREASING THE CONTRACT
AMOUNT BY \$2,180.00 FROM \$152,050.00 TO \$154,230.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approve a final change order with ZIPCO Contracting for bathroom and lobby remodeling between the City of Liberty and ZIPCO Contracting, Inc., by increasing the contract amount by TWO THOUSAND ONE HUNDRED EIGHTY AND 00/100 DOLLARS (\$2,180.00) from ONE HUNDRED FIFTY THOUSAND AND FIFTY 00/100 DOLLARS (\$152,050.00) to ONE HUNDRED FIFTY-FOUR THOUSAND TWO HUNDRED THIRTY AND 00/100 DOLLARS (\$154,230.00) a copy of said contracts being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the final change order 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

Change Order No. FINALDate of Issuance: **October 4, 2024**Effective Date: **October 4, 2024**Owner: **City of Liberty**Owner's Contract No.: **P.O. 230157**Contractor: **ZIPCO**

Contractor's Project No.:

Engineer: **City of Liberty, Missouri**

Engineer's Project No.:

Project: **City Hall – 1st and 2nd Floor Bathroom Remodels**

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

DEDUCT Lobby epoxy (-\$5,000.00);**DEDUCT Upstairs wall base (-\$500.00);****ADD Lobby electrical work (\$800.00);****ADD Close Lobby dispatch window (\$3,390.00);****ADD Switch 2nd floor Men's bathroom door direction (\$3,490.00)****NET CHANGE: ADD \$2,180.00**Attachments: **ZIPCO Change Order Requests**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>152,050.00</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>152,050.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>2,180.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>154,230.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:

By: _____

Title: _____

Date: 10/4/2024
Project Engineer

By: _____

Title: _____

Date: 10/4/2024

ACCEPTED:

Director of Public Works

By: _____

Title: _____

Date: 10/4/2024

ACCEPTED:

Contractor



Approved by Funding Agency :

By: _____
Title: Mayor, City of Liberty, Missouri
Date: _____



October 2, 2024

Michael Crooks
City of Liberty, Public Works
Facilities Supervisor
101 E. Kansas
P.O. Box 159
Liberty, MO 64069

Dear Michael,

Thank you for the opportunity to provide our services. Zipco Contracting, Inc. would like to offer the following for your consideration.

CHANGE ORDER:

Lobby epoxy flooring.....**DEDUCT \$5,000.00**
Upstairs wall base.....**DEDUCT \$500.00**
Lobby Electrical work.....**ADD \$800.00**

Sincerely,

A handwritten signature in black ink that reads 'Steve Mapel'.

Steve Mapel
Project Manager/Estimator
Zipco Contracting, Inc.

P.1 of 2



March 25, 2024

JOB # 24-206

Michael Crooks
City of Liberty, Public Works
Facilities Supervisor
101 E. Kansas
P.O. Box 159
Liberty, MO 64069

Dear Michael,

Thank you for the opportunity to provide our services. Zipco Contracting, Inc. would like to offer the following for your consideration.

Project: City Hall 1st Floor Lobby, removing bullet resistant window and closing up wall.

Scope of Work, 1st floor Lobby

- 1) Mobilize men and materials to job site during normal business hours.
- 2) We will remove the existing bullet resistant window in the lobby and save.
- 3) We will frame the window with 3 5/8" metal track and studs, 20 ga.
- 4) We will provide and install 3" sound batt insulation.
- 5) We will provide and install 5/8" fire rock on both sides.
- 6) We will tape and mud both sides of the wall to paint ready.
- 7) We will paint the inside portion of the wall, corner to corner, as the outside portion of the wall will be painted while remodeling the lobby walls, ceiling and floor.
- 8) We will remove all debris and clean up daily.

TOTAL MATERIALS AND LABOR:

\$3,390.00

Excluded: Plans, permit, overtime, moving furniture and anything not mentioned above.

AT 45 days
8/23/24

Sincerely,

A handwritten signature in cursive script that reads 'Steve Mapel'.

Steve Mapel
Project Manager/Estimator
Zipco Contracting, Inc.

4110 N. Corrington ♦ Kansas City, MO 64117 ♦ (816) 471-3797 ♦ Fax (816) 472-0742

www.zipcocontracting.com

Zipco Contracting, Inc.

The proposed work and all terms on the preceding proposal are agreeable please sign below, initial where indicated, and return a copy of signed contract to Zipco Contracting. This proposal is void if not accepted within thirty (30) days from the date of issuance.

BY ACCEPTING THIS PROPOSAL CUSTOMER AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OR ELSEWHERE, WHETHER WRITTEN OR OTHERWISE, SHALL VOID THIS PROPOSAL UNLESS ACCEPTED IN WRITING BY ZIPCO.

Date of Acceptance: 3-27-2024

Date of Proposal: 3-25-24

Business Name: City of Liberty, MO

Customer Signature: Sheri K McIntyre

Amount Accepted: \$3,390.00

Print Name: Sheri K. McIntyre

Title: Director of Public Works

ZIPCO CONTRACTING, INC. (Contractor)

By Steve Magel

___ Zipco ___ Customer

P. 5 of 6



April 9, 2024

JOB # 23-588

Michael Crooks
City of Liberty, Public Works
Facilities Supervisor
101 E. Kansas
P.O. Box 159
Liberty, MO 64069

Dear Michael,

Thank you for the opportunity to provide our services. Zipco Contracting, Inc. would like to offer the following for your consideration.

Project: Change Order for replacing the existing left hand door to a new right hand door in the 2nd floor men's restroom. REVISED

- 1) Mobilize men and materials to job site during normal business hours.
- 2) We will remove the existing door hardware and save for reuse.
- 3) We will remove the existing door and frame and dispose.
- 4) We will provide and install a new 3-0 x 7-0 knock down Right hand frame and door.
- 5) We will install the existing push pulls, hinges and closure on the new door.
- 6) We will paint the door frame two coats and stain the door to match existing.
- 7) We will remove all debris to the dumpster and clean up daily.
- 8) This price is based on Tax Exempt status

TOTAL MATERIALS AND LABOR: \$3,490.00

Excluded: Plans, permit, overtime, and anything not mentioned above.

If you have any questions or I may further, please call me at 816-471-3797

Sincerely,

A handwritten signature in cursive script that reads 'Steve Mapel'.

Steve Mapel
Project Manager/Estimator
Zipco Contracting, Inc.

4110 N. Cornington ♦ Kansas City, MO 64117 ♦ (816) 471-3797 ♦ Fax (816) 472-0742

www.zipcocontracting.com

4-10-2024

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Zipco Contracting, Inc.

JOB # 23-588

the proposed work and all terms on the preceding proposal are agreeable please sign below, Initial where indicated, and return a copy of signed contract to Zipco Contracting. This proposal is void if not accepted within thirty (30) days from the date of issuance.

BY ACCEPTING THIS PROPOSAL CUSTOMER AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OR ELSEWHERE, WHETHER WRITTEN OR OTHERWISE, SHALL VOID THIS PROPOSAL UNLESS ACCEPTED IN WRITING BY ZIPCO.

Date of Acceptance: 4-10-2024

Date of Proposal: 4-9-24

Business Name: City of Liberty, MO

Customer Signature: Sheri K McIntyre

Amount Accepted: 43,490.00

Print Name: Sheri K. McIntyre

Title: Director of Public Works

ZIPCO CONTRACTING, INC. (Contractor)

Steve Mapel

___ Zipco ___ Customer

4-10-2024

Page 2

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CITY COUNCIL ACTION REPORT

Meeting Date: October 14, 2024

A/R No.: 2024-253

Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject: Ordinance Authorizing the City of Liberty, Missouri to Enter Into an Equipment Lease Purchase Agreement and Authorizing and Approving Certain Documents in Connection with the Delivery of the Lease

Summary:

- To approve an Ordinance authorizing the City of Liberty, Missouri to enter into an Equipment Lease Purchase Agreement and authorizing and approving certain documents in connection with the delivery of the lease.

Background:

- The amount of lease to be issued is expected to be \$2,070,000.
- This will provide a project deposit of \$2,042,610.
- The remaining funds of \$27,390 will be used to pay for the cost of issuance.
- The issuance of this lease will provide funding for the following:
 - \$1,654,025 for the purchase of 1 New Ambulance and 4 New Ambulance Chassis;
 - \$388,585 for the purchase of a Street Sweeper for the Public Works Department
- Lease debt service payments will be made from the following budgets starting in April 2025:
 - 2024 Ambulance purchase from the Fire Sales Tax Fund and
 - Street Sweeper for the Public Works Department from the Capital Sales Tax Fund;
 - The ordinance to be approved will establish the lease parameters.

As indicated in the Summary section, the City will be issuing a lease purchase obligation for various funding requirements.

Staff has reviewed each applicable fund capacity to make the required debt payments and believes sufficient long-term funds exist. The following estimated debt service schedule is attached to this report.

The City sought Requests for Terms from Commerce Bank, US Bank, Central Bank of the Midwest, Bank Liberty, Clay County Savings, PNC Bank, NBH Bank and KCB Bank. The terms offered by Bank of America were deemed to be the best. A recap of the submittals is also attached.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended: June 13, 2024 (ambulances) and July 11, 2024 (street sweeper)
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 356-70000-305	Amount: 1,654,025
	Line Item: 351-70001-201	Amount: 388,585
	Revenue Line (if applicable):	Amount: 2,042,610
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Authorizing Equipment Lease Purchase
2. Liberty 2024 Final
3. Liberty Series 2024 Equipment LPA Request for Terms (1)
4. Responses Summary Liberty - 2024.09.05 (1)

Document No. _____

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE CITY OF LIBERTY, MISSOURI TO ENTER INTO
AN EQUIPMENT LEASE PURCHASE AGREEMENT AND AUTHORIZING AND
APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE DELIVERY OF
THE LEASE

WHEREAS, City of Liberty, Missouri (the "City"), desires to acquire (1) 1 ambulance and 4 new chassis and (2) a street sweeper (the "Equipment") for the City; and

WHEREAS, the City Council finds and determines that it is advantageous and in the best interests of the City that the City enter into certain transactions with Bank of America, National Association (the "Bank") relating to the delivery of the Equipment Lease Purchase Agreement dated October 22, 2024 (the "Lease") for the purpose of (1) paying the costs necessary to acquire the Equipment and (2) paying the costs of delivering the Lease; and

WHEREAS, the City Council of the City further finds and determines that it is necessary and desirable in connection with the lease of the Equipment that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI, AS FOLLOWS:

Section 1. Authorization of Documents. The City is hereby authorized to enter into the Equipment Lease Purchase Agreement between the Bank and the City (the "Lease") and the Escrow and Account Control Agreement among the Bank, the City and BOKF, N.A. (the "Escrow Agreement" and together with the Lease, the "City Documents") in substantially the forms filed in the records of the City, with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 2. Limited Obligations. The Lease and the interest with respect thereto shall be limited obligations, payable solely out of the rents, revenues and receipts received by the Bank from the City pursuant to the Lease. The Lease and the interest with respect thereto shall not constitute a debt or liability of the City, the State of Missouri or of any political subdivision thereof, and the Lease shall not constitute indebtedness, within the meaning of any constitutional or statutory debt limitation or restriction.

Section 3. Execution of Documents. The City is hereby authorized to enter into, and the Mayor of the City and the Deputy City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the Lease

and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Further Authority. The officers, agents and employees of the City, including the Mayor, the City Administrator, Finance Director and Deputy City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

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

Mayor

ATTEST:

Deputy City Clerk

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

Mayor

SOURCES AND USES OF FUNDS

City of Liberty, Missouri
Tax Exempt Equipment Lease Purchase Agreement
(Bank Qualified)
Series 2024
-FINAL-

Dated Date 10/22/2024
Delivery Date 10/22/2024

Sources:	
Bond Proceeds:	
Par Amount	2,070,000.00
	2,070,000.00
Uses:	
Project Fund Deposits:	
Ambulances	1,654,025.00
Street Sweeper	388,585.00
	2,042,610.00
Cost of Issuance:	
Bond Counsel	12,000.00
Municipal Advisor	15,000.00
Miscellaneous	390.00
	27,390.00
	2,070,000.00

DETAILED BOND DEBT SERVICE

Tax Exempt Equipment Lease Purchase Agreement
 (Bank Qualified)
 Series 2024
 -FINAL-
 Ambulances Debt Service

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
04/01/2025	155,000	25,158.25	180,158.25	
10/01/2025	150,000	25,853.33	175,853.33	356,011.58
04/01/2026	160,000	23,310.38	183,310.38	
10/01/2026	160,000	20,597.90	180,597.90	363,908.28
04/01/2027	165,000	17,885.42	182,885.42	
10/01/2027	170,000	15,088.17	185,088.17	367,973.59
04/01/2028	175,000	12,206.16	187,206.16	
10/01/2028	175,000	9,239.39	184,239.39	371,445.55
04/01/2029	185,000	6,272.61	191,272.61	
10/01/2029	185,000	3,136.31	188,136.31	379,408.92
	1,680,000	158,747.92	1,838,747.92	1,838,747.92

DETAILED BOND DEBT SERVICE

Tax Exempt Equipment Lease Purchase Agreement
 (Bank Qualified)
 Series 2024
 -FINAL-
 Street Sweeper Debt Service

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
04/01/2025	35,000	5,840.31	40,840.31	
10/01/2025	35,000	6,018.32	41,018.32	81,858.63
04/01/2026	35,000	5,424.96	40,424.96	
10/01/2026	40,000	4,831.61	44,831.61	85,256.57
04/01/2027	40,000	4,153.49	44,153.49	
10/01/2027	40,000	3,475.37	43,475.37	87,628.86
04/01/2028	45,000	2,797.25	47,797.25	
10/01/2028	40,000	2,034.36	42,034.36	89,831.61
04/01/2029	40,000	1,356.24	41,356.24	
10/01/2029	40,000	678.12	40,678.12	82,034.36
	390,000	36,610.03	426,610.03	426,610.03

BOND DEBT SERVICE

City of Liberty, Missouri
 Tax Exempt Equipment Lease Purchase Agreement
 (Bank Qualified)
 Series 2024
 -FINAL-

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
04/01/2025	190,000	30,998.56	220,998.56	
10/01/2025	185,000	31,871.65	216,871.65	437,870.21
04/01/2026	195,000	28,735.34	223,735.34	
10/01/2026	200,000	25,429.51	225,429.51	449,164.85
04/01/2027	205,000	22,038.91	227,038.91	
10/01/2027	210,000	18,563.54	228,563.54	455,602.45
04/01/2028	220,000	15,003.41	235,003.41	
10/01/2028	215,000	11,273.75	226,273.75	461,277.16
04/01/2029	225,000	7,628.85	232,628.85	
10/01/2029	225,000	3,814.43	228,814.43	461,443.28
	2,070,000	195,357.95	2,265,357.95	2,265,357.95

BOND SUMMARY STATISTICS

City of Liberty, Missouri
Tax Exempt Equipment Lease Purchase Agreement
(Bank Qualified)
Series 2024
-FINAL-

	Ambulances	Street Sweeper	Aggregate
Dated Date	10/22/2024	10/22/2024	10/22/2024
Delivery Date	10/22/2024	10/22/2024	10/22/2024
Last Maturity	10/01/2029	10/01/2029	10/01/2029
Arbitrage Yield	3.391158%	3.391158%	3.391158%
True Interest Cost (TIC)	3.391157%	3.391162%	3.391158%
Net Interest Cost (NIC)	3.390601%	3.390602%	3.390601%
All-In TIC	3.903904%	3.906959%	3.904477%
Average Coupon	3.390601%	3.390602%	3.390601%
Average Life (years)	2.787	2.769	2.783
Duration of Issue (years)	2.650	2.635	2.647
Par Amount	1,680,000.00	390,000.00	2,070,000.00
Bond Proceeds	1,680,000.00	390,000.00	2,070,000.00
Total Interest	158,747.92	36,610.03	195,357.95
Net Interest	158,747.92	36,610.03	195,357.95
Total Debt Service	1,838,747.92	426,610.03	2,265,357.95
Maximum Annual Debt Service	379,408.92	89,831.61	461,443.28
Average Annual Debt Service	372,090.64	86,329.18	458,419.82
Underwriter's Fees (per \$1000)			
Average Takedown			
Other Fee			
Total Underwriter's Discount			

Bid Price	100.000000	100.000000	100.000000
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Bond Component	Par Value	Price	Average Coupon	Average Life
	2,070,000.00	100.000	3.3906%	2.783
	2,070,000.00			2.783

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,070,000.00	2,070,000.00	2,070,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-27,390.00	
- Other Amounts			
Target Value	2,070,000.00	2,042,610.00	2,070,000.00
Target Date	10/22/2024	10/22/2024	10/22/2024
Yield	3.391158%	3.904477%	3.391158%

BOND PRICING

City of Liberty, Missouri
Tax Exempt Equipment Lease Purchase Agreement
(Bank Qualified)
Series 2024
-FINAL-

Bond Component	Maturity Date	Amount	Rate	Yield	Price
	04/01/2025	190,000	3.3906%	3.3906%	100.000
	10/01/2025	185,000	3.3906%	3.3906%	100.000
	04/01/2026	195,000	3.3906%	3.3906%	100.000
	10/01/2026	200,000	3.3906%	3.3906%	100.000
	04/01/2027	205,000	3.3906%	3.3906%	100.000
	10/01/2027	210,000	3.3906%	3.3906%	100.000
	04/01/2028	220,000	3.3906%	3.3906%	100.000
	10/01/2028	215,000	3.3906%	3.3906%	100.000
	04/01/2029	225,000	3.3906%	3.3906%	100.000
	10/01/2029	225,000	3.3906%	3.3906%	100.000
		2,070,000			

Dated Date	10/22/2024	
Delivery Date	10/22/2024	
First Coupon	04/01/2025	
Par Amount	2,070,000.00	
Original Issue Discount		
Production	2,070,000.00	100.000000%
Underwriter's Discount		
Purchase Price	2,070,000.00	100.000000%
Accrued Interest		
Net Proceeds	2,070,000.00	

Request for Terms:

City of Liberty, Missouri

\$2,075,000*

**Tax Exempt Equipment Lease Purchase Agreement
(Bank Qualified)
Series 2024**

The City of Liberty (the “City”) has prepared this Request for Terms to serve as a direct lender of a tax-exempt equipment lease financing (the “Lease”) in an amount sufficient to purchase five ambulances/chassis and a street sweeper in the combined amount of approximately \$2,075,000. The Lease will be bank-qualified.

One new ambulance will be acquired and four new Ford F550 chassis. Four existing ambulance boxes will be remounted to the new chassis. The total cost for the ambulances is \$1,654,025. The street sweeper will be a 2024 Schwarze Model A9 Monsoon Single Engine on a 2025 Freightliner M2 Plus chassis at a cost of \$388,585.

The successful Lender will be expected to conduct its own due diligence. Information in this Request for Terms is deemed reliable and derived in part from publicly available information, but no guarantee as to its completeness or accuracy is provided.

The audited financial statements and annual operating data is available on the EMMA system for the fiscal year ended December 31, 2023, as well as for prior years, and can also be accessed via the links provided later in this Request for Terms.

The City

The City is a special charter city and political subdivision organized and existing under the laws of the State of Missouri. The City encompasses approximately 29 square miles and is the county seat of Clay County, approximately 15 miles northeast of the city limits of Kansas City, Missouri. The City has a current estimated population of approximately 30,167.

Rating

The City’s currently outstanding general obligation bonds carry a rating of “AA-” from S&P, and its currently outstanding special obligation bonds carry a rating of “A+” from S&P. **No rating will be assigned to the Lease and the previous statement should not be construed to imply that the Lease, if rated, would be based upon such rating.**

Security

The Lease payments are subject to an annual appropriation of the City from all legally available funds.

The Lease shall not constitute a debt or liability of the City, the State of Missouri or of any political subdivision thereof and shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The Lease shall not obligate the City to levy any form of taxation therefor or to make any appropriation for their payment in any fiscal year subsequent to a fiscal year in which the Lease is in effect.

The property encumbered by the Lease shall be the ambulances and street sweeper being purchased with the proceeds of the Lease.

The Request

By responding to this Request for Terms, you are agreeing that your team will be able to coordinate the review of financing documents prepared by Gilmore & Bell, P.C., the City’s special counsel, by September 16, 2024 in order to allow for approval of transaction documents by City Council on September 23, 2024 and closing the transaction on or about October 1, 2024. Your firm will be working closely with the City and its Municipal Advisor, Piper Sandler & Co. **As the**

* Preliminary, subject to change.

City's Municipal Advisor for this financing, Piper Sandler solely owes a fiduciary duty to the City, and is not serving as a broker or placement agent for the financing.

The City will not prepare a placement memorandum or an offering document in conjunction with the Lease.

To assist you in preparing your proposals, below is a link to the EMMA system to review financial and operating data for recent fiscal year of the City.

2023 Fiscal Year Annual Report: <https://emma.msrb.org/P11764058-P11355485-P11792263.pdf>

The City is requesting terms and conditions for a fully amortizing fixed rate transaction per the included amortization schedule and will consider alternative structures to the extent offered. Please indicate any origination fees or third party fee amounts, such as bank counsel. If a fee range is provided, the highest fee will be assumed in the analysis of the responses. Also, please indicate your assumed day count method (30/360, Actual/360, etc) for purposed of calculating interest expense.

Please e-mail electronic copies of your proposals, to be received no later than September 5, 2024 at 2:00 p.m., to the following:

Vicki McClure – vmcclure@libertymo.gov

Todd Goffoy – todd.goffoy@psc.com

Proposals will be evaluated promptly based on your organization's responses to the items included in the Request for Terms. The City reserves the right to reject any and all bids without reason.

If you have any questions, please email me or call me at the number below. We appreciate your interest and look forward to the receipt of your proposed terms.

Sincerely,

Vicki McClure
Director of Finance
816 439-4455

CITY OF LIBERTY, MISSOURI

SERIES 2024 TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT

SUBMISSION OUTLINE

Below is a guideline of items to include in your submission:

Pricing

Please indicate the rate structure for a **Tax-Exempt, Bank Qualified** fixed-rate direct purchase according to the amortization structure provided in Appendix A. Please specify, as applicable:

- The index off which the rate will be based
- The applicable spread
- Current indicative pricing (index + applicable spread)
- The day count method used to calculate interest (30/360, actual/360, etc)

Payment Frequency

Please indicate the frequency of principal and interest payments. The City prefers semiannual principal and interest payments on April 1 and October 1, beginning April 1, 2025 with a final payment on October 1, 2029, as shown in Appendix A, but will consider other structures if proposed.

Prepayment Penalty

Please indicate if there will be a prepayment penalty for early prepayment. No prepayment penalty or rate adjustment shall apply due to future changes in laws or regulations (e.g. tax, securities or banking law or regulation changes).

Fees

Please outline your firm's fees as part of this transaction. Your fee quote should be all inclusive and should be a firm fee commitment, including:

- Upfront Fees (if any)
- Termination Fees (if any)
- Other Ongoing Fees (if any)

Also, please indicate any other anticipated fees for which reimbursement may be expected.

Proposed Bank Counsel

Please identify your legal counsel for this transaction, if any, and include a cap for their legal fees. Gilmore & Bell will be providing the customary legal opinions and will prepare the Lease documents. Gilmore & Bell's legal fees will be paid by the City and do not need to be included in your response.

Conditions Precedent to Funding

Please list any conditions precedent to closing the proposed lease financing, including any due diligence conditions required.

Staffing

Indicate the names and contact information of the primary individuals to be involved with this transaction.

APPENDIX A

Illustrative Amortization Schedule (Preliminary, subject to change)

Date	Principal
4/1/2025	190,000
10/1/2025	185,000
4/1/2026	195,000
10/1/2026	200,000
4/1/2027	205,000
10/1/2027	210,000
4/1/2028	220,000
10/1/2028	215,000
4/1/2029	225,000
10/1/2029	230,000
Total	\$2,075,000

Average Life: 2.85 Years

* Preliminary, Subject to Change

Financial Advisor: Todd Goffoy Piper Sandler & Co. 11635 Rosewood St. Leawood, Kansas 66211 (913) 345-3300	\$2,075,000 CITY OF LIBERTY, MISSOURI EQUIPMENT LEASE PURCHASE AGREEMENT BANK QUALIFIED SERIES 2024	
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Bank:	Bank of America	Central Trust Bank	Commerce Bank	Magnolia Bank	US Bancorp
Rate:	3.391%	4.340%	3.799%	4.950%	3.940%
Total Interest:	\$200,323	\$259,991	\$224,426	\$292,421	\$232,755.50
Optional Redemption:	After two years without penalty	Anytime without penalty	3% penalty in year 1, 2% in year 2, 1% thereafter.		After 13 months with 3% penalty
Fees:	None	None	\$250	\$1,500	None
Notes:	Actual rate is based on a formula tied to SOFR	Actual rate is 5-Year UST + 0.78	No prepayment penalty if City is using excess cash		



CITY COUNCIL ACTION REPORT

Meeting Date: October 14, 2024

A/R No.: 2024-196

Department: Police

Submitted By: Matt Kellogg, Police
Captain

Subject: Security Alarm Services

1. Ordinance Amending Chapter 22, "Offenses-Miscellaneous", of the Code of the City of Liberty, Clay County, Missouri
2. Ordinance Approving a Contract with CentralSquare Technologies, LLC for CryWolf Security Alarm Software

Summary:

- Approve updates/changes to the Ordinance to modernize language to current technology available for home/business security.
- Approve a contract with CryWolf False Alarm Management to issue and renew yearly alarm permits, to integrate with CAD/RMS to track false alarm calls where officers respond and collect fees outlined in the ordinance, and to provide Dispatch with current contact information of alarm system permit holders.
- Update Fee Schedule for Security Alarm Services.

Background:

The Liberty Police Department strives to maintain the most efficient use of officers to prevent and react to crime. The vast majority of intrusion alarms that officers respond to are accidental or false in nature. False alarms often result from malfunctioning alarm systems, user error, or lack of proper training, leading to an increased number of unnecessary responses. Statistics show that between January 1, 2021, and September 30, 2024, the Police Department received 3,216 intrusion alarm calls for service. Officers responded to approximately 2,808 business and residential intrusion alarms where no crime had occurred, resulting in two officers being out of service for about 430 hours. In that same time period, only 18 calls resulted in a criminal report or arrest. Twenty-five addresses accounted for 686 false alarm calls or 24.4% of the false alarms. This situation can create a disconnect between the police and the community, as residents may feel their safety is compromised when officers are consistently tied up in false calls.

Initially, in the mid-1990s, a citizen could obtain a permit through Police Records when their alarm was installed by a "certified" company. The permit program continues to this day. However, records are not updated and are not accessible to our Communications Unit. Due to the antiquated CAD/RMS systems, which were recently replaced, the ability to track repeated false alarms at specific addresses was cumbersome and time-consuming. With the implementation of Central Square in 2020, the tracking of repeated false alarms has become more manageable. Central Square has partnered with CryWolf to allow integration and to track all intrusion alarm calls as well as the disposition of those calls (i.e. Burglary, False Alarm, Canceled by Owner, etc.) At zero cost to the City, CryWolf can then apply the standards of the City ordinance to collect fees from those addresses, with the goal of reducing the number of false alarms and the amount of time officers spend responding to false alarms. The City will

receive 71% of the fees collected from permits and false alarms.

The proposed changes to the ordinance update language to be more consistent with modern alarm systems and increase assessed fees to be more in line with area municipalities' false alarm fees. Implementing more stringent registration processes, enhanced user education, and modernizing alarm systems can help reduce false alerts. These proactive measures will allow police to focus on legitimate emergencies, improve overall public safety and resource management.

Previous Action (if applicable):

None

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. 2024 Ord. Amendment 22-16
2. Ordinance Approving a Contract with CentralSquare Technologies, LLC - CryWolf Alarms
3. CentralSquare - CryWolf Signed Contract
4. A CentralSquare Outsource Proactive Proposal and Quotation - LibertyPD(MO) 08.20.2024

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 22, "OFFENSES-MISCELLANEOUS", OF THE
CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

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

SECTION I

Chapter 22, "Offenses-Miscellaneous," Section 22-16. "Security Alarms" of the Code
of the City of Liberty, Clay County, Missouri is hereby amended as follows:

Add the following:

- (a) *Definitions.* For the purposes of this section, the following items shall have the meaning ascribed to them as hereinafter defined, unless otherwise expressly stated or where the context clearly defines a different meaning. Words used in the present tense include the future, and words in the plural include the singular; and the words "shall" or "must" are mandatory.

Alarm company. A person, company, firm, or corporation which has the contractual agreement with the alarm user and is subject to the licensing requirements, and engaged in selling, leasing, installing, servicing or monitoring alarm systems; this entity shall be licensed in compliance with city, county and state laws.

Alarm Coordinator. A person or persons designated by the City to administer the provisions of this ordinance.

Alarm permit. A permit issued to an alarm user by the City, or its designee, allowing the operation of an alarm system within the City. The annual permit and renewal fee is \$25.00.

Alarm signal. A detectable signal generated by an alarm system and transmitted audibly, visually or electronically, designed to report the purported commission or attempt to commit a crime and to which the police are expected to respond.

Alarm system. A device or series of devices, including, but not limited to, hardwired systems and systems interconnected with a radio frequency method such as cellular or private radio signals, which emit or transmit a remote or local audible, visual or electronic signal indicating an alarm condition and intended to summon a city emergency service response, including local alarm systems. Alarm system does not include an alarm installed in a vehicle or on someone's person unless the vehicle or the personal alarm is permanently located at a site.

Alarm user. Any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing, or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Alarm User Awareness Class. A class conducted for the purpose of educating alarm users about the responsible use, operation, and maintenance of alarm systems and the problems created by false alarms.

Business. For the purposes of determining administrative fees, shall mean any alarm user other than a private individual as defined by this section. The owner or, in their absence, the resident authorized agent or manager of such business shall be held responsible for compliance with this section.

Cancellation. Termination of response by the Police Department when the alarm company notifies the Police Department that there is not an existing situation at the alarm site requiring emergency services response after an alarm dispatch request. If cancellation occurs within three (3) minutes of dispatch and prior to police arriving at the scene, no penalty will be assessed.

City. City of Liberty, Missouri and/or its designee.

False alarms. An alarm dispatch request, that has generated a city emergency service response, which is canceled, or when no emergency condition is found at the alarm site.

Local alarm. An alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

Permit year. A 12-month period beginning on the day and month on which an alarm permit is issued.

Private individual. For the purposes of determination of administrative fees, shall mean any alarm user where the alarm is installed in a single-family home or other residential dwelling place.

Runaway alarm. An alarm system that produces three (3) or more unfounded alarm signals in a twenty-four (24) hour period. The city emergency services may in its discretion discontinue responses to these alarm signals until the alarm system is corrected.

Compliance Standards. Equipment and installation methods shall comply with all appropriate nationally recognized testing laboratories and American National Standards Institute (ANSI) requirements.

Enhanced Call Confirmation (ECC). An attempt by the alarm system monitoring company to contact the alarm site and/or alarm user by telephone and/or other means, whether or not actual contact with a person is made, to determine whether an alarm signal is valid before requesting law enforcement response. A second call shall be made to an alternate number provided by the alarm user if the first attempt fails. EXCEPT in case of a fire, panic or robbery-in-progress alarm or in cases where a crime-in-progress has been verified as defined in ANSI/CSAA CS-V-01-2016(or current version).

(b) *Permit required.* An alarm user permit shall be required of all alarm users. The following guidelines shall apply:

Requirements. No alarm user shall operate, or cause to be operated, an alarm system at is alarm site without a valid alarm permit. A separate alarm permit is required for each alarm site. An annual permit and renewal fee is required for the initial registration and annual renewals. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch. An alarm permit shall expire twelve (12) months from the date of issuance and must be renewed annually by submitting an updated application and permit renewal fee to the City or its designee. Failure to renew will be classified as a non-permitted alarm system and additional

finer will be assessed. A late fee will be assessed if the renewal is more than thirty (30) days late. An alarm permit cannot be transferred to another person or alarm site. An alarm user shall inform the City or County of any change that alters any of the information listed on the alarm permit application within five (5) business days of such change. Each licensed alarm permit holder will be issued a uniquely numbered decal or sticker. This decal or sticker shall be displayed prominently and visible from the outside, in a window near the front entrance to the residence or business where the alarm is located. All persons using an alarm system installed prior to the effective date of this section, shall obtain an operating permit and registration sticker from the city authorizing the continued use of the alarm system within ninety (90) days of passage of this section. Where certified as meeting U.L. standards for a particular protection level, all equipment and installation techniques utilized shall meet applicable U.L. standards for the level of protection being offered by the installing alarm company.

Application. The permit shall be requested on an application form provided by the City. An alarm user has the duty to obtain an application from the City within five (5) days of the alarm system installation or an alarm system transfer.

Transfer of possession. An alarm permit cannot be transferred to another person or alarm site. When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within five (5) days of obtaining possession of the property.

Multiple alarm systems. If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

Confidentiality. In the interest of public safety, all information contained in and gathered through the alarm permit applications and applications for appeals shall be held in confidence by all employees or representatives of the city and by any third-party administrator or employees of a third-party administrator with access to such information.

(c) *Length of alarm.* Local alarm systems located within an area zoned residential, or within five hundred (500) feet of an area zoned residential, shall be provided with a time-out delay which automatically discontinues emitting any continuous or intermittent audible sound within fifteen (15) minutes of activation. Local alarm systems located within an area not zoned residential and not within five hundred (500) feet of an area zoned residential shall be provided with a time-out delay which automatically discontinues emitting any continuous or intermittent audible sound within thirty (30) minutes of activation. Any alarm systems not equipped with an annunciator time-out delay timer, meeting the above requirements, shall be required to have such installed within ninety (90) days of the date of the adoption of this section.

(d) *False alarm determinations.* An alarm will not be considered a false alarm if it is determined that the alarm was caused by one of the following; a natural or man-made catastrophe, or an act of God including such events as tornadoes, floods, earthquakes or other similarly violent conditions; vandalism causing physical damage to the premises; telephone line outage; attempted entry of a location causing visible, physical or other evidence of damage to the location; severe weather causing physical damage to the premises; the test of a local alarm system by a licensed alarm business agent or employee who is present at the premises servicing, repairing or installing the alarm when such testing does not result in the alarm being activated for an uninterrupted period exceeding sixty (60) seconds and when the police department has been notified at least ten (10) minutes prior to the test. An alarm user shall be notified in writing of

each false alarm determination. If the cause of the false alarm can be determined, this information should be included in the notification. The police department alarm coordinator shall, when requested by an alarm user, review the determination that an alarm was false. Such review will be done by the alarm coordinator only if the alarm user requests, in writing, such a review within fifteen (15) days of the date of mailing or other delivery of the notice of false alarm determination. A request for a determination by the alarm coordinator shall include at least the following information: the alarm user's name, the address at which the alarm is installed, the date of alarm being contested, the alarm user permit number, the facts upon which the request for a determination is made and the cause of the alarm, if known.

- (e) *Automatic dial protection devices.* No automatic dial protection device shall be used to report, or cause to be reported, any recorded message directly to any police or fire department phone line, without prior written permission of the city.
- (f) *Violations.* It shall be unlawful for any alarm user to violate any provision of this section or to use an alarm system which reports, or causes to report, two (2) or more false alarms within a permit year.
- (g) *Penalties.* Any alarm user who violates paragraph [22-16\(g\)](#), with regard to excessive false alarms, is subject to the following additional administrative fees:

Per alarm

Second and Third false alarm.....\$ 25.00

Fourth and fifth false alarm\$ 50.00

Sixth and seventh false alarm150.00

Eighth and ninth false alarm300.00

Tenth and eleventh false alarm500.00

For the twelfth false alarm and each additional alarm after:

A five hundred-dollar penalty per alarm is assessed and the alarm user permit is revoked effective three (3) business days from the receipt of written notice of such revocation. In order to renew the permit the alarm user must provide written proof of an on-site inspection by a licensed alarm business certifying the alarm is operating properly.

Any person convicted of violating this section shall be subject to the penalties as proscribed by [section 22-70](#) of the City Code, in addition to any administrative fees charged. Any person found guilty of violating this section may also be assessed court costs and incidental expenses of prosecution. Each distinct violation of any offense proscribed by this section shall constitute a separate offense.

Delete the following:

Current version of 22-16

Ordinance No. _____ (Cont.)

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract between the CentralSquare Technologies, LLC and the City of Liberty, Clay County, Missouri, 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

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH CENTRALSQUARE
TECHNOLOGIES, LLC FOR CRYWOLF SECURITY ALARM SOFTWARE

WHEREAS, an excessive number of false alarms cause an inordinate drain on police manpower; and

WHEREAS, the citizens of the City of Liberty have a right to ensure that their police protection is used in a manner that provides the maximum service at the minimum cost.

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 between CentralSquare Technologies, LLC, a copy of said agreement being incorporated herein by reference and available for review as required by law.

False intrusion alarms often result from malfunctioning alarm systems, user error, or lack of proper training, leading to an increased number of unnecessary responses. The implementation of Central Square, the tracking of repeated false alarms has become more manageable. Central Square has also partnered with CryWolf to allow integration and to see all intrusion alarm calls and the disposition of those calls (i.e. Burglary, False Alarm, Canceled by Owner, etc.) At zero cost to the City, CryWolf will automatically receive notice of Intrusion Alarm calls for service and dispositions indicating the general cause. CryWolf can then apply the standards of the City ordinance to collect fees from those addresses, with the goal of reducing the amount of time officers spend responding to false alarms. The City will receive 71% of the fees collected.

Implementing more stringent registration processes, enhanced user education, and modernizing alarm systems can help reduce false alerts. These proactive measures will allow police to focus on legitimate emergencies, improve overall public safety and resource management.

SECTION II

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

SECTION III

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

ORDINANCE NO. _____ (CONT.)

PASSED by Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

CONTRACT FOR FALSE ALARM MANAGEMENT SERVICES

THIS CONTRACT FOR FALSE ALARM MANAGEMENT SERVICES ("Contract") made and entered into this _____ day of _____, 2024 (the "Effective Date") by and between Liberty Police Department, MO, having offices at 101 East Kansas Street, Liberty, MO 64068, and CentralSquare Technologies, LLC ("CST" or "CONTRACTOR"), a Delaware Limited Liability Company having offices at 1000 Business Center Drive, Lake Mary, Florida 32746, each, a "Party", and together, the "Parties".

WITNESSETH:

Whereas, the CITY Council enacted ordinances related to alarm systems and false alarms titled as Ordinance No. _____ of this date ("Alarm Ordinance"), as amended; and

Whereas, in its implementation of the Alarm Ordinance, CITY is authorized to engage a third-party CONTRACTOR to assist the CITY in the enforcement of the Alarm Ordinance; and

Whereas, the CONTRACTOR created and markets the proprietary and patented (U.S. Patent No. 6,856,246) software system called CryWolf ("Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms, and which has been developed at CONTRACTOR's private expense for the commercial marketplace and is not in the public domain; and

Whereas, CITY desires to engage the CONTRACTOR to provide the full-service False Alarm Management Services ("Services") described in **Attachment A**; and

Whereas, the CONTRACTOR desires to accept such engagement.

Now, Therefore, the Parties agree as follows:

1. Term.

The term of this Contract shall commence upon the Effective Date and shall continue for a period of three (3) years following the Effective Date. This Contract will automatically renew for additional one (1) year periods unless CITY or CONTRACTOR exercise Contract termination as outlined in Section 17.

2. Contract Documents and Order of Precedence.

The Contract documents consist of the following Attachments which are incorporated into the Contract by this reference:

- A. **Attachment A**, describes the Statement of Work to be provided by the CONTRACTOR and outlines the CITY's operational responsibilities, and **Attachment B**, Pricing and Payment Terms.
- B. The Order of Precedence shall be as follows: (1) this Contract; (2) Attachment A and (3) Attachment B.

3. Alarm Management Statement of Work.

- A. The CONTRACTOR shall provide the Services described in **Attachment A**.
- B. The Services shall assist CITY in enforcing its Alarm Ordinance to include tracking of responsible persons (including individuals, businesses and government agencies) who use alarm systems, registering of alarm systems, billing and notification of permit and false alarm fees in accordance with the Alarm Ordinance and at the direction and under the supervision of CITY's Alarm Administrator, maintenance of a database of persons who use alarm systems, tracking of false alarm occurrences, collection of fees, the collection and enforcement of penalties for violations, generating performance and outcome reports and assuring the availability to CITY of timely false alarm information, all as more specifically described in **Attachment A**.

4. Software License.

CITY shall be licensed and authorized to use the Software ("License") and any additional specific customization and development provided as part of the Services described in **Attachment A**. The License shall cover all Software, including, without limitation, Software interfaces and Software modifications. The scope of the License is non-transferable and non-exclusive and is authorized by CONTRACTOR for use by CITY to access its false alarm information.

5. Duration of the Software License.

CITY shall have the right to use the Software in accordance with **Attachment A** for so long as the CONTRACTOR provides Services to CITY and/or Licenses the Software in accordance with the termination provisions in this Contract. This License shall apply for the duration of the Contract and any extensions provided for herein or agreed to in writing by the Parties. In the event the business relationship with CONTRACTOR is terminated or ended for any reason, CITY's License rights to use the Software shall likewise terminate except as provided for in this Contract, including **Attachment B**.

6. Modification of the Software.

- A. Modifications or adaptations of the Software shall be limited to creating or providing interfaces between the Software and CITY's computer systems required to import or export data in order to implement the Software as described in **Attachment A**.
- B. CITY shall retain a non-exclusive License to use the modified and/or "customized" interfaces with the Software, provided, however, the use of the original Software with such adaptations in any projects other than the management of the Alarm Ordinance shall be subject to additional compensation to CONTRACTOR in an amount and subject to terms to be determined by the Parties in writing prior to any such additional use.

7. Protecting Confidential and Proprietary Information.

The proprietary information of both Parties is and shall remain the valuable intellectual property of each respective Party. Except as required by law, neither Party shall disclose any such information to any third-party for any reason without the express written consent of the other Party and shall only use the proprietary information for internal purposes to facilitate and assist CONTRACTOR and CITY staff in the administration of the Alarm Ordinance. In addition, the Parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties. Notwithstanding, the Parties recognize that the CITY is a government body subject to compliance with Missouri Sunshine Law.

Names, addresses, type of alarm, identification information of any alarm monitoring company, or identification information of any person cited under the Alarm Ordinance shall not be released, exhibited or sold to any third-party by CONTRACTOR, except as required by law.

All data received hereunder shall be made a part of CITY's permanent records and files and preserved therein for a period in accordance with the requirements of Missouri Sunshine___law. CITY will inform CONTRACTOR of the required retention time in writing at the beginning of the Contract term and, in the event these requirements change, as soon as those changes are approved by the appropriate State or CITY agency.

All alarm related data maintained by the CONTRACTOR shall remain the property of the CITY. If the Contract is terminated for any reason, the CONTRACTOR shall provide such data to CITY on a timely basis in a Microsoft Excel electronic file format.

8. Reproduction and Copyright.

- A. The Software is protected under the copyright and patent laws of the United States, and as extended by treaty, with Canada. CITY may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of CONTRACTOR, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.
- B. CITY may copy any CONTRACTOR provided Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on CITY single-user system, multiple-user system, or network. The Software shall be copied as a whole, and the use of the copies shall be governed by this Contract. All other copying is prohibited.

9. Limitations on the Use of the Software.

CITY may not reverse engineer, decompile, or disassemble the Software. The Software is Licensed as a single product. Its component parts may not be separated.

10. Notices of Intellectual Property Rights.

CITY shall assure that CONTRACTOR's notices of intellectual property (e.g., patent, trademark, and copyright notices) provided by CONTRACTOR, if any, shall remain visible on the Software when displayed electronically, or when output created by it is printed for distribution to persons or organizations outside the normal scope of the Alarm Ordinance.

11. Payment.

CITY shall pay the CONTRACTOR for the Services described, in accordance with **Attachment B** ("Payment Terms").

12. Collection of Fines.

The CITY shall support the collection of false alarm fees, fines and penalties in accordance with the Alarm Ordinances and at the direction of the Alarm Administrator. If the CITY directs CONTRACTOR to engage a third-party collection organization for delinquent amounts, the CITY

shall cause the necessary legislative and administrative procedures to be enacted and/or adopted in order to delegate to the CONTRACTOR the authority to collect the delinquent fees from the third-party collection organization on behalf of the CITY.

13. Confidentiality of CITY False Alarm Data.

Any false alarm collection data provided to the CONTRACTOR during the performance of the Services shall be used only in a manner consistent with this Contract, and no false alarm collection data shall be disclosed without the prior written consent of CITY. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify CITY and give CITY an opportunity to object to the disclosure.

In the event CITY objects to such disclosure, it shall notify the CONTRACTOR that it will indemnify it, to the extent provided by law, for any costs and expense incurred, including, without limitation, the cost of attorney fees expended in the defense of any action or proceeding, or relating to the refusal to disclose such information.

14. CITY Responsibilities.

- A. CITY shall cooperate with and assist the CONTRACTOR by providing management decisions affecting startup or provision of the Services within ten (10) business days of receipt of CONTRACTOR's request for a decision, as well as providing personnel, information, approvals, and acceptances in accordance with a mutually agreed implementation plan ("Implementation Plan") to be developed by CONTRACTOR and CITY at the start of the Services. This Implementation Plan will define the detailed tasks and schedule necessary to achieve program target milestones.

The Implementation Plan shall be agreed to in writing by both Parties and upon execution by both Parties shall be incorporated into this Contract by reference. If factors beyond the CONTRACTOR's control prevent processing of false alarms within the implementation timeline, extension of the implementation must be mutually agreed to and documented via change order.

- B. CITY shall provide the CONTRACTOR with Computer Aided Dispatch ("CAD") alarm incident records, appeal records, and necessary historical, non-financial alarm registration and alarm incident information in accordance with the terms of a mutually agreed implementation plan and in a mutually agreed electronic format, as necessary and proper, to allow the CONTRACTOR to effectively provide the Services and enforce the Alarm Ordinance.

15. CITY Alarm Administrator.

To facilitate effective communication between CITY and the CONTRACTOR, and in accordance with the Alarm Ordinance, CITY shall designate an alarm administrator ("Alarm Administrator"). The Alarm Administrator shall have the power and authority to make decisions relating to the Services. A secondary Alarm Administrator will also be designated to act on behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable. The primary and secondary Alarm Administrators shall be designated by CITY. The Alarm Administrator has the authority to waive, void, or modify violation notices and the resulting fine amounts. Any such waiver, modification, or voiding will be communicated to the CONTRACTOR in a written format.

16. Resolution of Disputes

- A. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Contract (each, a "Dispute"), exclusively under the provisions of this Section 16. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.
- B. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiation between themselves to resolve the Dispute at either CONTRACTOR or the CITY location. Each Party shall be responsible for its associated travel costs. The Parties agree to attend no fewer than three (3) negotiation sessions attended by Vice Presidents of each Party (or employees of equivalent or superior position).
- C. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party may initiate mediation hereunder.
- D. Mediation. Subject to the provisions below, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties agree to use commercially reasonable efforts in participating in the mediation. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
- E. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- F. Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party shall commence binding arbitration in accordance with the provisions of this Section 16.
- G. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to either Parties obligations or rights under this Contract, or any alleged breach of this Contract shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Liberty, Missouri. Parties agree to hold the deliberations in such arbitration confidential.
- H. Arbitration Procedure. Parties agree arbitration must be commenced by delivering a notice of arbitration ("Arbitration Notice") to the other Party. The Arbitration Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the Arbitration Notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's (AAA) commercial arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees, only to the extent permitted by applicable law. The decision of the arbitrator shall be final and binding

upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.

17. Termination.

- A. For Convenience. Either Party may terminate this Contract for any reason and at any time by giving at least ninety (90) days written notice to the other Party of such termination and specifying the effective date thereof. If the Contract is terminated by the CITY, the CONTRACTOR shall be paid for any services already performed by sharing in the collections of all amounts billed by the CONTRACTOR through the date of termination.
- B. For Cause. Either Party may terminate this Contract for cause if the other Party does not perform its duties or exercise its responsibilities in accordance with this Contract including the maintenance of the system of fees and fines in effect at the beginning of the Contract period. Upon an event of cause by either Party (Non-performing Party), the other (Claimant) Party shall provide thirty (30) days prior written notice to the Non-performing Party that the Contract terms have not been carried out in accordance with this Contract. If the event of cause is not corrected by the Non-performing Party to the reasonable satisfaction of the Claimant, the Claimant may terminate this Contract after a thirty (30) days written cure notice to the Non-performing Party.
- C. Termination within Initial Two (2) Year Period. If this Contract is terminated by the CITY or its implementation is terminated or postponed by the CITY during the initial two (2) year period, for any reason other than breach by the CONTRACTOR, the CONTRACTOR shall be entitled to receive a prorated share of its initial startup costs as specified in **Attachment B**, in addition to any Services fees owed the CONTRACTOR as described in Section 18.

18. Rights upon Termination.

- A. If CITY terminates this Contract or if the CONTRACTOR terminates for cause, CITY, in addition to payment of false alarm collections owed to the CONTRACTOR based on the CONTRACTOR's billings through the date of termination, shall undertake good faith efforts to collect any Services fees and civil penalties for ordinance violations billed, but not yet collected, as of the date of termination, in order to pay the CONTRACTOR, all amounts due the CONTRACTOR as a result of efforts engaged in by the CONTRACTOR on CITY's behalf.
- B. In the event that either Party terminates this Contract, the CONTRACTOR agrees that all data collected under this Contract is part of CITY's permanent record and that all data, including historical records under the required retention time will be provided to CITY in an agreed upon data format within thirty (30) days of the termination date.

19. Indemnification.

- A. The CONTRACTOR shall indemnify, hold harmless, and defend CITY, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or breach of the Contract provided that such claim, damage, loss, or expense is not caused by the negligent act or omission or willful misconduct of CITY or its elected and appointed officials and employees acting within the scope of their employment. This indemnification provision shall in no way be limited by any financial responsibility or insurance requirements described in Section 22 and shall survive the termination of this Contract.
- B. In the event that a claim is made against the CONTRACTOR, which arises out of the

negligence or willful misconduct of CITY or any of CITY's employees, CITY shall indemnify the CONTRACTOR to the extent CITY is liable and authorized to do so under the law.

- C. Any Party seeking indemnification shall promptly notify the other Party of its discovery of any matter giving rise to a claim of indemnity. For each individual claim, the indemnifying Party shall have no obligation to the other or to any third-party with respect to any expenses incurred by or on behalf of the other or its assumption of control of the defense of the claim, or with respect to any compromise or settlement made, without the prior written consent of both Parties.

20. Patent infringement.

The CONTRACTOR shall indemnify CITY, its elected and appointed officials, officers, employees, agents, and successors in interest from and against all damages and expenses resulting from any infringement action brought against the CONTRACTOR, or against CITY to the extent that any such action is predicated on the use of CONTRACTOR's Software, during the term of this Contract. This Indemnification provision shall in no way be limited by any financial responsibility or insurance and shall survive termination of this Contract.

21. Limitation of Liability.

- A. LIMITED LIABILITY OF CONTRACTOR. CONTRACTOR'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS CONTRACT WILL NOT EXCEED THE FEES COLLECTED IN CONNECTION WITH THIS CONTRACT FOR THE PREVIOUS TWELVE (12) MONTHS.
- B. EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT CONTRACTOR, CONTRACTOR PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS CONTRACT FOR ANY (I) LOSS OF USE, DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION; (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE; (III) SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND (IV) WHETHER OR NOT CONTRACTOR, CONTRACTOR PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- C. BASIS OF THE BARGAIN. CITY ACKNOWLEDGES THAT CONTRACTOR HAS AGREED TO THE REVENUE SHARING STRUCTURE AND ENTERED INTO THIS CONTRACT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS CONTRACT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

22. Insurance.

The CONTRACTOR shall provide and maintain in full force and effect at no additional cost to CITY for the duration of the Contract commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent CONTRACTORS, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$1,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits. The CONTRACTOR agrees that it shall add CITY, its elected and appointed officials, officers,

employees, agents, and successors in interest to the CONTRACTOR's liability insurance policies as additional insureds. The CONTRACTOR shall require its insurance carrier or agent to certify that this requirement has been satisfied on all insurance certificates issued under this Contract.

Before any Services is initiated and before any invoices are paid for Services performed under this Contract, the CONTRACTOR shall provide written proof of compliance with the above insurance requirements by delivering to:

CITY
ADDRESS

A copy of a certificate or certificates of insurance completed by its insurance carrier or agent certifying that minimum insurance coverages as required above are in effect. The CONTRACTOR shall maintain, update, and renew the certificate(s) for the term of this Contract.

Nothing within this requirement or the agreement is a waiver of the CITY's sovereign immunity.

23. Assignment.

This Contract shall not be assigned to any third-party without prior written consent, which may be withheld in the sole and absolute discretion of either Party. A change in ownership of the CONTRACTOR or a purchase of the majority of assets or stock of the CONTRACTOR by another company shall not be considered an assignment of this Contract.

24. Attorney's Fees.

Should the Parties or either of them employ an attorney to enforce by litigation in a court of competent jurisdiction, any of the Contract provisions because of a disputed matter arising under this Contract, to assert damages for the breach of the Contract, or in order to obtain injunctive relief, then the prevailing Party shall be entitled to recover reasonable attorney's fees, costs, charges, and any expenses expended or incurred, to the extent permitted by applicable law.

25. Notices.

Wherever under this Contract one Party is required or permitted to give notice to the other, such notice shall be deemed given when delivered in hand or when mailed, by United States mail, certified, return receipt requested, postage prepaid, and addressed as follows:

In the case of the CONTRACTOR:

CentralSquare Technologies LLC
1000 Business Center Drive
Lake Mary, Florida 32746
Attention: Legal Department

In the case of CITY:

CITY
ADDRESS

26. Governing Law.

The substantive laws of the State of Missouri shall govern this Contract without regard to the law of conflicts. Venue shall be in the appropriate court of Clay County, Missouri. Such actions shall neither be commenced in nor removed to federal court.

27. Severability.

If any provision of this Contract is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired.

28. No Waiver.

The failure by any Party to exercise any right stated in this Contract shall not be deemed a waiver of the right.

29. Complete Agreement.

This Contract when signed by both Parties sets forth the entire understanding of the Parties as to its subject matter, conditions and obligations and may not be modified except by further written agreement.

30. Independent Contractors.

In performing the Services under this Contract, the CONTRACTOR acts as an independent CONTRACTOR and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well as errors and omissions insurance. The CONTRACTOR, as an independent CONTRACTOR, is obligated to pay federal and state income tax on money earned. The personnel employed by the CONTRACTOR are not and shall not become employees, agents or servants of CITY because of the performance of any Services by or under the performance of this Contract.

31. Cooperative Purchases.

This Contract may be used by other government agencies. The CONTRACTOR has agreed to offer similar Services to other agencies under the same terms and conditions as stated herein except that the revenue share percentage ("Compensation") may be negotiated between the CONTRACTOR and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The CITY will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

Nothing in this agreement is intended to benefit third parties.

(Remainder of the page purposefully left blank)

Whereas, the individuals representing the Parties are both authorized and have executed this Contract effective as of on the date first written above.

CITY OF LIBERTY

By: _____

Greg Canutsen - Mayor

CENTRALSQUARE TECHNOLOGIES, LLC

Signed by:
By: Ron Anderson
CATF6996BA0C4F7...

[Authorized Signing Officer]
Ron Anderson
Chief Revenue Officer

[Title]

10/2/2024

[Date]

ATTACHMENT A

CRYWOLF FALSE ALARM MANAGEMENT SERVICES STATEMENT OF WORK

A. Summary

This CryWolf False Alarm Management Services Statement of Work ("SOW") is a joint effort between CentralSquare Technologies LLC ("CST" or CONTRACTOR) and Liberty Police Department, MO. This SOW outlines and describes the alarm program management services ("Services") to be provided to the Police Department, proposed project plan, deliverables, and the tasks required by both CONTRACTOR and CITY personnel. CONTRACTOR will manage police and fire false alarms as described herein within a single database ("CryWolf System") and all alarm program collections will be deposited in a single alarm program bank lockbox account ("Alarm Program").

If a Service is not described in this SOW, then it will not be provided within the scope of this project.

A.1 Alarm Management Services Overview

CONTRACTOR'S alarm services team will administer CITY's [police AND/OR Fire] Alarm Program in accordance with CITY's Alarm Ordinance.

- A. Secure access online to adaptable reports: CONTRACTOR will provide authorized CITY staff with direct inquiry and report generation capabilities via real-time, encrypted, Web-based connection to alarm management information. This approach provides CITY flexible, secure, and timely access to information.
- B. Recording of program telephone calls: CONTRACTOR call center process will ensure the highest quality customer service including accurate, courteous, and consistent communications with CITY citizens and businesses. In support of these objectives, CONTRACTOR employs a communications appliance integrated into its telephone system to record incoming customer calls. Using this device, digital copies of incoming telephone calls are captured in voice documents for later review, comment, and sharing of telephone conversations.
- C. Extensive language support: CONTRACTOR utilizes a language service to provide extensive language support for 175 spoken languages and will provide an array of communication choices for the hearing-impaired including email, text relay, video relay and TTY formats.
- D. Dedicated mailing address and toll-free citizen support line: CONTRACTOR'S alarm management process separates the CITY'S correspondence and calls received from the activity of other alarm programs. CONTRACTOR administers will ensure high-quality and personalized service to the CITY. CONTRACTOR'S support line is available Monday through Friday, except Federal Holidays, 9am to 5pm EST.
- E. Alarm program remittance lockbox: CONTRACTOR will establish a dedicated, program account at a FDIC-insured, commercial bank lockbox facility for all mail-in payments to promote fast, reliable and secure payment processing. All CITY alarm program payments are deposited into this dedicated lockbox account. This approach ensures GAAP-recommended separation of duties ensuring that the same personnel that generate invoices do not also process invoice payments. CONTRACTOR staff does not handle program funds.

- F. Internet-based payment of invoices: CONTRACTOR will process false alarm payments made over the Web through CONTRACTOR hosted website dedicated to the CITY alarm program. "Pay-by-Web" will enable alarm holders to pay individual alarm invoices or the full balance owed, at any time, using the following payment methods: electronic check, credit card or debit card.
- G. Enhanced alarm data security: Alarm response services require the collection, maintenance, and communication of sensitive and highly confidential data about alarm locations. CONTRACTOR provides the technical infrastructure required to ensure the highest levels of data security. This includes core network and DMZ server firewalls, private internal IP addresses, and real-time virus scanning of all data. CONTRACTOR provides encrypted (Certified TSL) data transfer for all web functions.
- H. Extensive adjudication and hearing support: CONTRACTOR provides a fully integrated hearing and appeal system that allows the adjudication of any action for any account. The Software system generates various reports that document and support all billing, noticing, and status change decisions.
- I. Proven Collection Techniques: CONTRACTOR will process violations and generate collection notices at 30-, 60-, 90- and 120-day intervals. At the direction of the CITY, CONTRACTOR can also engage a third-party collections agency to recover delinquent collections.
- J. Comprehensive public awareness campaign: CONTRACTOR will work with CITY to design a comprehensive public awareness campaign to ensure the highest degree of compliance and public support. CONTRACTOR can provide samples, templates, and consultation to assist the CITY in executing an effective public awareness campaign.
- K. Document Control and Mail Verification Software (DCMVS): CONTRACTOR uses the latest DCMVS to interface with the United States Postal Service ("USPS") to ensure compliance with the USPS CASS/PAVE and NCOA requirements. The DCMVS assists to identify, verify, and correct invalid addresses to maximize deliverability and reduce returned mail while also confirming addressee mailing location and reporting any moves within the last six years. Utilizing DCMVS creates faster turnaround of invoices, correspondence, and registrations, while assisting in locating people for collections.
- L. 24/7 Dispatch and mobile officer inquiry of alarm site information: CONTRACTOR offers a unique capability for dispatch operators and mobile officers to query the alarm database 24/7 via computer or smart phones. Returned information can include alarm status, e.g. suspended response, alarm system contacts (names and phone numbers), false alarm history and site condition information, e.g. senior in building, hazardous materials or guns stored on premises. This information access promotes better officer and public safety.
- M. Furnish and maintain all supplies: CONTRACTOR provides all computer hardware, furniture, equipment, software and personnel necessary to manage the CITY's alarm program at its processing facilities located in Lake Mary, Florida. CONTRACTOR provides all necessary forms, supplies, postage, and mailing materials to manage the alarm program at CONTRACTOR facilities.

A.1.1 Alarm Program Website and Payment Portal

CONTRACTOR will provide a fully interactive, secure Alarm Program website that can be accessed by a link on CITY's website, available on a 24/7 basis. The website allows alarm users to review registration status, update contact information, renew permits, make payments, and provides alarm training, education and information regarding the CITY's ordinance. The web-based registration may be used by both alarm users and alarm

companies (to register their alarm users). The CITY Alarm Program website provides citizens and businesses continuing alarm education by presenting false alarm reduction information and providing access to an online Alarm Awareness Class (Alarm School). The online information can include:

- Alarm Ordinance
- Appeal process
- Registration & reinstatement requirements
- False alarm fee structure
- Tips on How to Reduce False Alarms
- Frequently Asked Questions
- Law Enforcement response guidelines
- Alarm School

The CITY's Alarm Administrator will be provided secure online access to make changes to mailing addresses, phone numbers and contact information for alarm users and alarm companies, as required. This website provides authorized CITY staff secure online access to detailed alarm account information and histories, supporting documentation, financial and alarm activity reports, and real-time hearing and appeals decision making.

Web-based payment of invoices: False alarm payments can be made through the online Alarm Program payment portal. Alarm holders can pay online directly using our dedicated CITY alarm program website which CONTRACTOR will host so that citizens can pay individual alarm invoices, or the full balance owed at any time 24/7. Online payment processing is performed by a third-party, PCI-compliant online payment process company.

A.1.2 CITY CAD to CryWolf Alarm Incident Data Transfer:

This SOW includes a data transfer interface from the CITY's [NAME OF CAD] to the CryWolf System. The interface will transfer false alarm incident data from CAD to the CryWolf System for daily processing of false alarms. The process is automated, using scheduled data transfers during off-peak hours to CONTRACTOR'S secure FTP site for processing and does not require CITY resources to operate.

CITY will configure and extract a data file from the CITY's [NAME OF CAD] system, of CITY's current false alarm data to files that can be read by the CryWolf database utilizing the CryWolf prescribed formats (Refer to **Exhibit 1**). CryWolf accommodates various methods of data transfer including simple flat files; e.g., comma delimited, fixed length, Excel, and web service (XML) formats. CryWolf supports more than 30 alarm incident data fields.

Any cost required by CITY or [CAD VENDOR] for the purchase, License, implementation or support of this data extraction interface is CITY's responsibility and is not included in this SOW.

A.1.3 Transfer Alarm Permit Data from CryWolf to CITY CAD

This SOW includes a data transfer interface from the CryWolf System to the CITY's [NAME OF CAD]. This interface will transfer alarm status and alarm permit information from the CryWolf System to CAD for The CITY [NAME OF CAD] will be configured by the CITY or CAD vendor to accept the CryWolf alarm status and alarm permit information from CryWolf. Transferred alarm system data can include additions, modifications, and new permits; main alarm contact information (name and phone number); and site conditions such as senior in building, weapons stored onsite, hazardous materials present, etc. The transfer frequency can be set from once a day to more frequently, if desired.

CONTRACTOR will prepare the CryWolf permit data export function to produce daily files of alarm status and permit information in CONTRACTOR predefined format, to be transferred to CITY's

[NAME OF CAD VENDOR].

Any costs required by the CITY or [CAD VENDOR] for the purchase, License, implementation or support of this [NAME of CAD VENDOR] interface Software will be the responsibility of CITY and is not included in this SOW.

A.1.4 Historical Data Conversion

CONTRACTOR will convert the estimated 1,844 current CITY alarm permit/registration data and account balance forward information. CryWolf System will electronically import the following existing CITY alarm-related data into the CryWolf System. If the number of records exceed the estimate of 1,844 additional conversion costs may be incurred.

- A. Premise Registration Data. This data will consist of alarm site demographics and related alarm company information, including alarm system location and mailing addresses, responsible Party and contact information, and other non-financial, site related data.
- B. Alarm Incident Data. This data will include up to one year of historical alarm incidents in order to establish the correct false alarm count by alarm user at the system crossover (go live) date.
- C. Alarm account financial balances. This data will include for each historical alarm account imported/converted the summary financial balance for that account at the date of system crossover/conversion.

The conversion will include only fields currently maintained by the CryWolf System. All data provided by CITY for conversion will be in MS Excel format with row/column layout provided by CryWolf System (Refer to [Exhibit 2](#)). The development and initial testing of the data conversion routine will be primarily completed at CONTRACTOR offices. Two or three conversion iterations may be required before CITY is able to fully validate the converted data. CONTRACTOR shall obtain this data directly from CITY and relies on the CITY for the accuracy and completeness of any such historical data; Current false alarm processing will need to be temporarily postponed (estimated at 1 – 2 weeks) between final data conversion and Go-Live.

A.2 CONTRACTOR Tasks to Support the Alarm Program

- A. Update alarm business, alarm system location and responsible Party information and renew permits and alarm registrations in accordance with the CITY Alarm Ordinance. Updated information is processed by mail, electronically and / or online.
- B. Register, renew and invoice alarm system registrations in accordance with the Alarm Ordinance. Registrations and renewals are processed by mail, telephone, or online. Notices related to registration may be sent by email or U.S. mail based on the alarm user contact information maintained.
- C. Import daily into the CONTRACTOR's CryWolf System alarm incident data (in formats prescribed by CONTRACTOR) extracted by the CITY from the CITY CAD system.
- D. Initialize, maintain, secure and back-up program databases including alarm business, alarm system location and incident data; alarm-related financial transactions and accounts receivable information. CONTRACTOR will comply with the provisions of the Alarm Ordinance, and update Alarm Program business rules to comply with Alarm Ordinance changes as supported by the CONTRACTOR Software.
- E. Process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by CONTRACTOR.
- F. Bill and correspond with alarm businesses and alarm users in accordance with the Alarm Ordinance provisions. This will include but may not be limited to invoices and delinquent payment notices. All correspondences will be sent by U.S. mail or email based on the alarm

user's accepted contact method(s).

- G. Provide and host an Alarm Program website for public and CITY access. This website can be accessed by link to the CITY's website and allows alarm users to review their registration status, update contact information, renew permits, make online payments, and provides alarm training, education, and alarm program information as provided by the CITY.
- H. Answer telephone inquiries from CITY alarm users that are placed to a false alarm program toll-free customer service number established for the CITY.
- I. Process fee / penalty payments mailed to and deposited in a dedicated bank lockbox account opened by CONTRACTOR at CONTRACTOR's dedicated bank. Payments received from other payment channels, e.g. online, as agreed on by CONTRACTOR and the CITY, will be deposited in the Alarm Program bank lockbox account and payments applied to alarm accounts.
- J. Support alarm hearings and appeals by notifying the CITY of any such appeals, providing a CITY Alarm Program representative with documentation supporting noticing / billing decisions; and updating the system with the disposition of any hearing results.
- K. Provide and maintain computer equipment, software and furniture at CONTRACTOR's processing facilities.
- L. Provide the CITY secure (TSL encrypted), online, access to alarm management information and reports including, but not limited to, alarm account transaction history, alarm system information, and financial transactions/balances with format and content specified by the CryWolf System and the designated bank, and agreed upon between the CITY and CONTRACTOR.
- M. Perform special collection functions as directed and authorized by the CITY such as retaining a third-party collection agency or providing delinquent account information to other CITY agencies. To the extent permitted by local law, third-party collection fees will be added to the delinquent amounts.

A.3 CITY Tasks to Support the Alarm Program

- A. Appointing a CITY Alarm Administrator and backup administrator who will be the primary points of contact between CONTRACTOR and CITY. The Alarm Administrator(s) is responsible for overseeing CONTRACTOR's operation of the False Alarm Management Services Program ("Program") and accessing Program information, as needed, via CONTRACTOR provided online access.
- B. Approving or obtaining CITY approval of policies, procedures and materials used by CONTRACTOR in operating the Program, such as clarifications of Alarm Ordinance provisions, preferred responses to standard public telephone inquiries, and routine correspondence format and content.
- C. Approving content and format of letters authorizing alarm businesses to provide CITY alarm user customer data electronically to the program.
- D. Monitoring Program progress and performance. This will include using CONTRACTOR'S secure internet administrative website to access false alarm processing data and reports, conducting status meetings with CONTRACTOR, generating management reports from the CryWolf System, and keeping other CITY managers informed.
- E. Working with CONTRACTOR to resolve, on a timely basis, any Program policy or procedural issue that can adversely affect the Program, the Program's efficient and effective operation, or CITY.
- F. Requesting or supporting CONTRACTOR's requests of alarm companies, as needed, to

provide alarm system information.

- G. Administering the Hearing and Appeals process to include: confirming hearing dates for written appeals submitted by alarm users to CryWolf processing staff; participating as the Program's representative in the hearings; and documenting hearing results and ensuring that the results are provided to CryWolf processing staff to update the CryWolf System.
- H. Documenting and communicating false alarms, and deciding to suspend or limit response, as required by the alarm ordinance.
- I. Responding to alarm service calls, determining whether calls are false alarms, providing any on-scene communications of alarm related information to alarm users, and documenting alarm-related information from the CAD system.
- J. Extracting false alarm call incident data from the CITY CAD system and transferring this data electronically to CONTRACTOR (via CONTRACTOR's FTP site). The data extraction format will be provided by CONTRACTOR and CONTRACTOR will provide the CITY a routine for automating the daily transfer of alarm incident files to CONTRACTOR.
- K. Working with CONTRACTOR to develop a process to ensure that alarm user registration suspensions and revocations receive adequate CITY oversight and approval prior to CITY action, e.g. verified response status.
- L. Executing the CITY's Alarm Program public awareness program.

A.4 Implementation Plan

The following sections provide an overview of the implementation ("Implementation Plan") for this SOW. The Services will be provided directly and managed by CONTRACTOR. CONTRACTOR assumes full responsibility for all deliverables that CONTRACTOR provides and will be the single point of contact for CITY.

A.4.1 Implementation Tasks

An experienced alarm services team under the direction of CONTRACTOR'S project manager will install, configure and maintain the Software in accordance with CITY's requirements and CITY's Alarm Ordinance.

The major tasks of CONTRACTOR'S Implementation Plan are as follows:

- A. Contract and Project Plan:
 - i. Complete Contract paperwork
 - ii. Finalize project startup plan and schedule
- B. Establish Initial Alarm Database:
 - i. Contact alarm companies and obtain their alarm customer location data
 - ii. Obtain alarm location data from citizens via the Alarm Program Website
- C. Establish Alarm Program Website:
 - i. CITY/CONTRACTOR review alarm program website template
 - ii. CONTRACTOR develops draft website information, e.g. ordinance, appeal guidelines, tips to reduce false alarms, frequently asked questions (FAQ), online alarm school
 - iii. CONTRACTOR integrates and tests online payment processing
 - iv. CITY reviews and approves final program website and links site to main CITY website

- v. CONTRACTOR tests and implements final program website
- D. Establish the Program Payment Processes:
 - i. CONTRACTOR establishes bank lockbox and alarm program bank account
 - ii. CONTRACTOR engages online payment processor
 - iii. CITY/CONTRACTOR establish delinquent collection process
 - iv. CITY/CONTRACTOR establish walk-in payment process, if required, and controls
 - v. CITY/CONTRACTOR establish business rules e.g. reconciliation procedures, acceptable check payee information, returned checks, excess payments, etc.
 - vi. CITY establish appeal process and acceptable waiver rationale
 - vii. CITY/CONTRACTOR establish payment reconciliation and revenue share schedule
- E. Configure CAD Interfaces:
 - i. CITY/CONTRACTOR review interface methodologies
 - ii. CITY/CONTRACTOR test interfaces
 - iii. Crossover to live CAD data transfer
- F. Establish Administrative Processes:
 - i. CONTRACTOR completes program staffing, as necessary
 - ii. CITY/CONTRACTOR review ordinance provisions and interpretations
 - iii. CONTRACTOR develops program operating procedures and telephone scripts
 - iv. CONTRACTOR prepares draft program correspondence, forms and invoice formats
 - v. CITY edits and approves correspondence, forms and invoice formats
 - vi. CITY/CONTRACTOR develop public relations plan, e.g. press releases, public service announcements, etc.
 - vii. CITY/CONTRACTOR reviews and approves geo- (address) validation process
 - viii. CITY/CONTRACTOR tests and implements geo-validation process
- G. Test and Crossover to Live Operation:
 - i. CITY/CONTRACTOR conduct end-to-end program test
 - ii. Crossover to CONTRACTOR program administration
- H. Live Operation:
 - i. Add/update registration
 - ii. Process daily false alarm activations
 - iii. Generate and transmit required alarm notices and invoices
 - iv. Begin payment processing and management reporting

A.4.2 System Testing Plan

CONTRACTOR will also perform additional tests to ensure full system requirements are met including:

- i. Create required letter formats
- ii. Enter all required location types
- iii. Enter alarm count, letter selection and charge matrix
- iv. Enter initial test alarm call information
- v. Generate test letters and invoices
- vi. Review program progress and results with the CITY Alarm Program Administrator

ATTACHMENT B

PRICING AND PAYMENT TERMS

B. Revenue-Share Percentage

For the provision of all Services and technology outlined in this Contract, CONTRACTOR shall obtain payment exclusively from the revenues CONTRACTOR helps generate. There shall be no upfront systems development, licensing, equipment, travel, support or other costs. CONTRACTOR shall purchase, configure, install, and customize all systems and processes CONTRACTOR requires to provide the Services described herein.

The CONTRACTOR's Revenue Share is Twenty-nine Percent (29%).

B.1 Revenue-Share Provisions

- A. The following amounts that shall be paid from the total collected revenue and subtracted from the total collected revenue before the revenue sharing percentages are applied are:
 - i. Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the CITY
 - ii. All necessary bank fees charged by the bank lockbox including overdraft protection, fraud protection and other reasonable charges necessary to protect funds in the lockbox
 - iii. Correspondence mailing costs (envelopes and paper) including postage (at first class postage rates)
 - iv. Third-party credit card processing charges, if any

In this approach, CONTRACTOR and CITY share the objectives of reducing bank, credit card and mailing costs. These costs can be easily reduced by emailing instead of mailing correspondence, encouraging online payments to avoid bank lockbox fees, and establishing convenience fees for online payments to offset credit card fees. As the entity in control of the lockbox, CONTRACTOR will take all reasonable and necessary steps to protect the deposited funds from waste or loss.

- B. Any certified mail requirements will be billed separately on a monthly basis and will be paid directly from the CITY's portion of the revenue-share.
- C. CAD Interface: CONTRACTOR will provide the interface between the CITY's CAD and the CryWolf System as described in Attachment A.
- D. If CITY fails to provide false alarm incidents in a timely manner, as described in Attachment A.1.2, causing the bank lockbox account to have a negative balance, CITY is responsible for any penalties incurred for a negative balance or insufficient funds.
- E. Data conversion: CONTRACTOR will provide conversion of CITY'S's existing alarm program data as described in the Attachment A: Statement of Work.

The price of data conversion for this project is: _____

This one-time cost will be deducted from the CITY'S portion of the revenue-share reconciliation statement.

B.2 Revenue Share Assumptions

The revenue share percentages are based on several assumptions over which the CONTRACTOR has little or no control. If CITY causes any of the following assumptions to fail, CONTRACTOR shall have the right to renegotiate the Revenue Share.

- A. The Ordinance fee and fine schedules remain at levels equal to or greater than at the Contract Effective Date.
- B. The CITY adopts a fair, but firm approach to granting appeals. Appeals and CITY waived charges are expected to reduce collections by no more than 5% annually.
- C. The CITY actively supports enforcement of the Alarm Ordinance, including support of reasonable measures to collect all amounts due for violations of the Alarm Ordinance.

B.3 Revenue Share Payment Process

CITY and CONTRACTOR agree as follows:

- A. All false alarm related fee collections from any payment method, including but not limited to bank lockbox and online credit card, shall be deposited, as soon as practical, in a False Alarm Bank Account ("False Alarm Account") to be established at a commercial bank.
- B. CITY and CONTRACTOR agree to maintain a positive balance of available funds ("Minimum Balance") at all times in the False Alarm Account.
- C. At the beginning of each month, CONTRACTOR will reconcile the alarm related deposits for the most recent completed month and report the same to CITY. Upon CITY's approval, CITY and CONTRACTOR shall authorize and cause the issuance of electronic (ACH) transfers to CITY and to CONTRACTOR as follows:
 - i. With regard to the transfer to CONTRACTOR, the amount will be calculated for CONTRACTOR based on the Revenue Share described above. That amount, not to exceed 29% of the revenue collected during the preceding month, shall be transferred to a bank account authorized by CONTRACTOR; and,
 - ii. The remaining balance of the revenue collected during the preceding month of no less than 71%, shall be transferred to a bank account specified by CITY.
- D. At the termination of this Contract, any remaining balance shall be transferred to CONTRACTOR and CITY on the same pro-rata basis, e.g. 29% and 71% respectively. In addition, Contractor will continue to collect payments from the lockbox and record such payments for the CITY on an Excel spreadsheet which will be provided to the CITY on a weekly basis for 90 days. At the end of each month, for the 90-day period, Contractor will reconcile the bank statement and spreadsheet of payments after termination date and Contractor shall share those payments collected in the lockbox with the CITY and be compensated at 48% for those 90-days of payments collected after termination date.

B.3.1 Delinquent Account Terms

The Parties shall define a mutually agreeable process and methods for collecting amounts due from delinquent accounts. If organizations other than the CITY and CONTRACTOR are retained to collect overdue amounts, the Parties agree that the collection costs shall to the extent permitted by State of Missouri law be added to the delinquent amounts owed by alarm system users or be borne by the Parties on a pro-rata basis by deducting the third-party collection fees from the gross third-party collections before the revenue shares are calculated.

B.3.2 The CITY Payment Upon Early Termination (Per Section 17C)

If, within the initial TWO (2) years of the Effective Date, this Contract is terminated by the CITY for convenience under Section 17A, or is terminated by CONTRACTOR for cause as defined in Section 17B, CONTRACTOR shall be due a one-time Program Termination fee, not to exceed \$24,000.00, to reimburse CONTRACTOR for startup costs. This fee shall be in addition to any other amounts due CONTRACTOR under the Contract. The \$24,000.00 shall be amortized (reduced) on a straight-line basis (\$1,000.00 per month) over the initial twenty-four (24) month period.

EXHIBIT 1 - CAD to CryWolf Data File Transfer Specifications

CryWolf System database can accept data from a CAD or RMS system that can export, or have extracted, false alarm data in a format the CryWolf can read. These formats include ASCII text (flat file) where the data fields are delimited (separated) by commas, fixed lengths, or "pipe" characters; XML (web services); or MS Excel, CSV, SQL.

- A. All the data will be read as string from the file.
- B. CryWolf System does not dictate the order of the fields in the text file.
- C. CryWolf System only mandates a few fields (indicated below), but including as many fields as possible, in the extracted false alarm CAD file, is the best approach.
- D. All others can be included to simplify the work of the false alarm unit Administrator.

It is recommended that the CAD extraction routine export daily alarm incident data, at a set time each day as specified by the CITY. The extracted data will be in the form of a comma- or fixed- length separated, ASCII text file (or other format see above) and will be transferred to a "mm/yyyy" designated folder. This folder will be at a specific network directory location that is accessible by both CAD (or RMS) and CryWolf System. This file will include the date in its name, so that it can be easily selected by the agency's CryWolf System operators for import and processing by CryWolf System. The data fields in the CAD (or RMS) extracted file will be specified by CITY. At a minimum the data fields will include a unique incident number, incident date, street address, suite or apartment if possible, and false alarm clearance code. The maximum number of fields will be limited by the data CryWolf System currently maintains as described in Table 1.1.

Mandatory Fields:

- Case No: must be unique for each alarm incident
- Incident Date: must be in some standard format (mm/dd/yy, mm/dd/yyyy, etc)
- Incident Address: such as '123 MAIN ST'
- Apartment/Suite, if applicable

The date is stored as a date, but the text string (01/01/01, 01/21/2001, etc.) in the text file is read and then converted as the field is loaded on the screen.

The next fields are used when the program is run in 'interactive' mode, where the program determines whether to charge or not, which assists in processing false alarms faster. The next four fields should be included, if possible.

Desired Fields:

- Dispatch Code: any code used by the CAD system to tell the type of call
- Clearance Code: any clearance code usually given by the officer to the dispatcher indicating whether this was a real crime, a false alarm, nothing found, etc.
- Dispatch Comments: what the dispatcher types in usually what is relayed to him/her about the call. ('motion detector going off in back room', 'owner enroute', etc)
- Officer Comments: whatever the officer says to the the dispatcher that is typed into the narrative area of the CAD ('nothing found', 'building checked secure', etc)

All other fields are optional.

A complete list of data fields is shown in Table 1.1

Table 1.1 - List of CryWolf “Call For Service” fields.

FieldName	Type	Size	Description
Case No	Text	50	Must be unique for every call
CAD Alarm No	Text	50	If the CAD record includes the Reg #
Alarm Type	Text	50	Type of alarm call (fire, holdup, etc)
Monitored By	Text	50	CryWolf determines this value
Full Address	Text	100	Incident address '123 MAIN ST'
Apt	Text	10	Apartment/Suite if applicable
Incident Date	Date/Time		Actual Date of Incident
Time Received	Text	30	Time call received
Time Dispatched	Text	30	Time call dispatched
Time On Scene	Text	30	Time first officer on scene
Time Cleared	Text	30	Time call is cleared
Dispatcher Info	Text	250	Any dispatcher info (ID, Name, etc)
Call Taker Info	Text	250	Any Call Taker Info (ID, Name, etc)
Officer ID	Text	30	ID/Name of primary unit
Units Assigned	Text	250	List of multiple units if desired
Dispatch Code	Text	50	The Call Type
Clearance Code	Text	50	Final clearance code Must indicate if alarm is 'false' or an actual crime.
Beat No	Text	50	The Beat/District/Area etc of the call
CAD Name	Text	250	The CAD 'Common Place Name' Name of the Business or
Disptch Comments	Text	AnySize	Comments entered by the Dispatcher
Ofcr Comments	Text	AnySize	Officer comments (check secure, nothing found, etc)
Extra1	Text	250	Other field of your choice (optional)
Extra2	Text	250	Other field of your choice (optional)
Extra3	Text	250	Other field of your choice (optional)
Extra4	Text	250	Other field of your choice (optional)
Extra5	Text	250	Other field of your choice (optional)
Extra6	Text	250	Other field of your choice (optional)
Extra7	Text	250	Other field of your choice (optional)
Extra8	Text	250	Other field of your choice (optional)
Date Entered	Date/Time		Set by CryWolf
Alarm No	Text	50	Set by CryWolf

EXHIBIT 2 - CryWolf Data Conversion Parameters

The CryWolf System utilizes a SQL Server DB with a series of data and support table. The Excel forms included in each of the Excel files relate to main data elements found in the data tables used. These instructions are meant to help your IT personnel understand what data is required.

General instructions:

- A. Each Excel has a table of field names and descriptions in this document.
- B. Each Account or action/record needs to be included on a single line in each Excel file.
- C. Required field are marked with an asterisk (*).
- D. Some elements are required for certain record types, these are identified with the caret (^).
- E. If names cannot be separated into separate columns, the full name can be placed in the LastName column, but all names must be entered using the same format (e.g. 'Last, First' or 'First Last').
- F. If the Street Number and Full Street Name cannot be separated, the full street address can be placed in the StrName column, but all addresses must be formatted the same (e.g. 123 MAIN ST).
- G. If you would prefer to pass the data to us using a SQL Server backup file, rather than Excel, these Excel forms can be used to create the SQL Server tables (one table for each Excel form) with the same field names as the column names, but all column names must be maintained for each table.

AlarmCompanies.xlsx

Field	Description
Account Number*	The unique identifier for this alarm company this value can be alpha-numeric
Company Name*	The name of the Alarm Company
Str Number*	The street number of the alarm company location. Numeric values only
Str Prefix	Street prefix (if any) for the alarm company (e.g. N, S, E, W)
Str Name*	Street name for the alarm company. StrName can include Prefix, suffix and Direction if that is how they are currently stored in your system (e.g. N MAIN ST W)
Str Suffix	Street suffix (if any) for the alarm company (e.g. ST, DR, RD, etc.)
Str Direction	Street post direction (if any) for the alarm company (e.g. N, S, E, W)
Suite	Suite or apartment
City*	City
State*	State
Zip*	Zip or postal code

Phone1	Main phone number including area code
Phone2	Secondary phone number including area code
Date Issued	Date a permit was issued to the alarm company, if applicable
Date Expires	Date a permit will expire for the alarm company, if applicable
Current Status	Status of the alarm company, if applicable (e.g. Registered, Closed, Expired, etc.)
Status Date	The date the current status was last changed, if applicable
Created	The date the alarm company account was first created
Updated	The date the alarm company account was last updated
Email	The main email address for the alarm company
Comments	Any general comments stored for this alarm company
Custom1-6	These six custom fields can be used to pass other values related to the alarm company not covered above

The alarm company Excel contains all of the main alarm company information. Each alarm company record must be contained on a single line in Excel. An unlimited number of alarm companies can be stored, but care should be taken not to submit the same alarm company multiple times with slightly different names, such as ADT, A.D.T., ADT Security, and etc. if the alarm company addresses are the same you may consider sending it only once.

Each alarm company account number must be unique. This number can be alpha-numeric and can be up to 15 characters.

AlarmedLocations.xlsx

Field	Description
Account Number*	The unique identifier for this alarmed location. This value can be alpha-numeric
Location Type*	The type of building. (e.g. Residential, Commercial, Government, etc.)
Last Name*	LastName for Residential alarmed locations, Business name for commercial alarmed locations
FirstName	First name for alarmed location for Residential. Empty for commercial
MI	Middle initial for Residential alarmed location, empty for commercial
Str Number*	The street number of the alarmed location. Numeric values only
Str Prefix	Street prefix (if any) for the alarmed location (e.g. N, S, E, W)
Str Name*	Street name for the alarmed location. StrName can include Prefix, suffix and Direction if that is how they are currently stored in your system (e.g. N MAIN ST W)
Str Suffix	Street suffix (if any) for the alarmed location (e.g. ST, DR, RD, etc.)
Str Direction	Street post direction (if any) for the alarmed location (e.g. N, S, E, W)
Suite	Suite or apartment
City*	City

State*	State
Zip*	Zip or postal code
Phone1	Main phone number including area code
Phone2	Secondary phone number including area code
Date Purchased	Date the alarm system was purchased
Date Installed	Date alarm system was installed
Date Inspected	Date alarm system was last inspected
Date Issued	Date a permit was issued to the alarmed location, if applicable
Date Expires	Date a permit will expire for the alarmed location, if applicable
Current Status	Current status of the alarmed location, if applicable e.g. Active, Closed, Expired, etc.
Status Date	The date the current status was last changed, if applicable
Beat	Police or Fire beat/area where this alarmed location resides
Monitored By	Account # of the <u>alarm company</u> monitoring this alarmed location
Sold By	Account # of the <u>alarm company</u> that sold alarm system
serviced By	Account # of the <u>alarm company</u> servicing this alarm system
Installed By	Account # of the <u>alarm company</u> that installed this alarm system
Created	The date the alarmed location Account was first created
Updated	The date the alarmed location Account was last updated
Email	The main email address for the alarmed location
Comments	Any general comments stored for this alarmed location
Custom1-6	These six custom fields can be used to pass other values related to the alarm company not covered above
Hazards	Text field listing any hazards or special warning for this alarmed location
Admin Notes	Text field for any administrative notes stored for this alarmed location
escrow	Numeric field for any money owed back to the alarmed location, or 0.00
Email	Email address of the alarmed location
bankrupt	Integer value 0 = NOT BANKRUPT, 1 = BANKRUPT

The AlarmedLocations.xls form contains all of the alarmed locations. Each alarm location must be contained on a single line in the file. Each alarm location must have a unique identifier in the Account Number column. This number can be alpha-numeric and up to 15 characters. The same Excel form is usually used to submit all types of alarmed locations: residential, commercial, government, etc. Separate forms can be used for each, if required, by your current database layout. If separate alarm location forms are submitted, the Account Numbers must still be unique across all forms.

Mailing AddressAndContact.xlsx

Field	Description
Related To Alarmed Loc*	Y/N value. If this person is related to an alarmed location enter Y or to an alarm company enter N
Account Number*	The alarmed location or alarm company Account number this person is related to
Person Type*	e.g. mailing, contact, president, neighbor, etc.
Last Name*	Person's LastName, or the Business name if this record is not a person
FirstName	Person's First name or if this record is not a person, empty
MI	Person's middle initial for Residential account. Empty for commercial
Str Number^	The street number of the address. Numeric values only
Str Prefix	Street prefix (if any) for the address (e.g. N, S, E, W)
Str Name^	Street name for the address. StrName can include Prefix, suffix and Direction if that is how they are currently stored in your system (e.g. N MAIN ST W)
Str Suffix	Street suffix (if any) for the address (e.g. ST, DR, RD, etc.)
Str Direction	Street post direction (if any) for the address (e.g. N, S, E, W)
addressLine2	Used for address where a second line of address information, if applicable
Suite^	Suite or apartment
City^	City
State^	State
Zip^	Zip or postal code
Phone1*	Main phone number including area code
Phone2	Secondary phone number including area code
Phone3	Additional phone number including area code
Phone4	Additional phone number including area code
Email	The main email address for this person

Each alarm company account and each alarmed location account may have one or more persons related to it. The mailing address and contact Excel form is used to submit those persons. Each alarm company and each alarmed location should have one person marked as a person type of 'mailing'. If an alarm company or alarmed location does not include a mailing record on this form, the alarm company or alarmed location information will be used as the mailing information as well. Other 'person type' values can be user-defined based on the data in your current system.

The same Excel form can be used to submit names for alarm companies and alarmed locations, or separate forms can be used for each. Since it is possible for an alarm company and an alarmed location to have the same Account Number, the 'Related To Alarmed Loc' column is used to indicate which main record (either alarm company or alarmed location) this person record is connected.

The street number, street name, city, state and zip are required for the Mailing person only. Other persons address information can be included but is not mandatory. At least one phone# should be included for each person as well.

ActionsWithSummaryPayments.xlsx

Field	Description
Invoice Number*	The unique numeric identifier for this row
Related To Alarmed Loc*	Y/N value. If this action is related to an alarmed location enter Y or to an alarm company enter N
Account Number*	The alarmed location or alarm company Account number this person is related to
Action Type*	Name of letter or action performed (e.g. false alarm, renewal, delinquent notice. Etc.)
Action Date*	The date this letter or action was performed
Date Letter Sent	The dates this letter or action was mailed
Charge*	The total amount charged for this action. Otherwise, 0.00
Paid To Date*	The total amount that has been paid to date. If charge = 0 then 0.00
Refund To Date*	The total amount that has been refunded to date. If charge = 0 then 0.00
Adjudication To Date*	The total amount that has been waived/adjudicated to date. If charge = 0 then 0.00
Notes	Any special notes related to this single action
In Abeyance	Y/N or 1/0 If a charge was placed for this letter or action and if this charge is being held in abeyance until a hearing is performed on it
Case Number^	The unique Case/Incident # from the CAD if this is an alarm incident, otherwise blank. This Case Number is the link to the AlarmCalls.xlsx
created	The date this letter or action was created. May be same as action Date
updated	The date this letter or action was last updated. May be same as action Date
Lien Date	The date this charge was levied if applicable
Collection Date	The date this charge was sent to collections if applicable

Every letter sent and/or every false alarm call processed must have a row in this 'Actions' Excel form. Each row must have a unique numeric identifier. Each row must have the related Account Number and Related To Alarmed Loc field included.

If the row is an alarm call, the Case Number column must be filled in. The Case Number column is used as the link between this Actions Excel and the Alarm Call Excel, so if it is filled in the Case Number must be unique.

If the row is not an alarm call, the Case Number column must be blank.

The Case Number is required if this action is a false alarm call.

AlarmCall.xlsx

Field	Description
Case Number*	The unique case number that relates to the Case Number in the ACTIONS XLSX
Account Number*	The alarmed location Account number this call is related to
Date Entered	The date this call was processed, may be same as incident Date
Incident Location*	The address of the alarm
Apt	The Apartment or Suite of the call, if applicable
Incident Date*	The date of the alarm call
Incident Time	The time the alarm call was received/occurred
Time Dispatched	The time officers were dispatched
Time On Scene	The time officers were on the scene
Time Cleared	The time the call was cleared
Call Type*	The dispatch code for this call. What type of call was responded to (e.g. robbery, burglary, panic, etc.)
Clearance Code*	The final disposition/clearance code that came from the CAD for this call.
Police Or Fire Beat	The area/beat from the CAD for this call
Officer ID	The ID number of the primary officer that responded
Dispatcher Remarks	Any dispatcher comments stored for this call
Officer Remarks	Any comments that the officer entered for the call
Ignore Alarm*	1/0 – 1 if the call is NOT to be counted against the Account (0 = COUNTED, 1 = IGNORE/DON'T COUNT)
Valid Alarm*	1/0 – if the call is NOT to be counted against the Account and the call was an actual crime (0 = COUNTED, 1 = ACTUAL CRIME/DON'T COUNT)
Alarm Count	The alarm count for this call, (1,2,3,4, etc.)
Created	The date this alarm call was entered
Updated	The dates this alarm call was updated
Common Place Name	The common place name dispatched to, if known (e.g. JOES BARBERSHOP)
Extra 1 – 8	Extra text fields that can contain additional CAD data, if needed
CAD Alarm Co Name	The alarm company name that called in the alarm call, if known
CAD Alarm Co Phone	The alarm company phone # that called in the alarm call, if known

Every alarm call must have a row in this Excel form. A unique 'Case Number' is required for each call. The Case Number links this alarm to the corresponding Action in the Actions table. The Account Number for the Account this alarm is connected to must also be included.

IndividualPayments.xlsx

Field	Description
Invoice Number*	The unique invoice number this payment relates to
Related To Alarmed Loc*	Y/N value. If this payment is related to an alarmed location enter Y or to an alarm company enter N
Account Number*	The alarmed location or alarm company Account number this person is related to
Action Type*	What this amount is for; payment, refund, waiver, written off, etc.
Amount*	The amount of this individual payment
Check Number	The check number of this payment, if applicable
Date Paid*	The date paid
Date Recorded	The date this payment was recorded. Can be same date as datePaid
Recorded By	The person who entered this payment for your agency
Comments	Any comments related to this specific individual payment

The ActionsWithSummaryPayments.xls form contains the actions along with the amount charged, if applicable, for that action as well as the total amount paid, refunded or adjudicated for that one action. Some charges may be paid with multiple partial payments. If your agency tracks partial payments, they can be recorded in this Excel.

A partial payment, refund, or adjudication can only be made against an Invoice where the charge greater than \$0.00. The summation of the total amounts paid, refunded or adjudicated in this individual Payment form must equal the total amounts in their respective columns in the Actions With Summary Payments form for that Invoice Number. To record a partial payment, the Invoice number, Related To Alarmed Loc and Account number must be included in each row. Each partial payment must have an amount greater than \$0.00. Multiple rows of partial payments can be recorded against the same invoice number.

A False Alarm Management Solution

Liberty Police Department
Liberty, MO

CentralSquare CryWolf



August 20, 2024

Captain Matt Kellogg
Liberty Police Department
101 East Kansas Street
Liberty, MO 64068

Dear Captain Kellogg:

CentralSquare Technologies (CentralSquare) is pleased to submit information to the Liberty Police Department (LPD) for false alarm management.

To fulfill the LPD's false alarm tracking and billing needs, CentralSquare is proud to offer its False Alarm Management solution. CentralSquare is the only company that can provide the LPD with the combination of alarm management experience, extensive law enforcement alarm support, proven Pro Suite CAD data transfer expertise, strong financial controls, advanced technology, robust functionality, and a comprehensive approach to no-risk revenue-share. CentralSquare is uniquely qualified to offer effective false alarm tracking and billing services to meet the needs of the LPD based on:

- 20 years of experience reducing false alarms for over 325 agencies.
- Proven alarm incident data transfer experience from the agency's Pro Suite CAD system to the False Alarm Management database. The CAD to False Alarm Management interface automatically transfers alarm incident data daily from Pro Suite CAD for daily processing of false alarm violations. As the current provider of the Pro Suite CAD system, CentralSquare is uniquely positioned to deliver integrated data transfer between the CentralSquare False Alarm Management system and the agency's CAD.
- A leading position in the industry for permit registration, renewal, and tracking functionality, and 100% web-enabled access.
- A comprehensive financial management approach that offers safe and separate bank-handling of all payments, certified financial oversight, annual, independent financial control, and data security audits (SSAE16 SOC 1, Type II).
- An alarm program payment processing and mailing address operated by an FDIC-insured, commercial bank to enhance public confidence in the program, speed collections, and support the LPD's false alarm program.
- The ability to provide public safety responders, citizens, and businesses with 24/7 to view alarm status information, receive location specific notifications, register alarm permits, and pay fees/fines all through various mobile devices.
- Secure, domestic servers owned by CentralSquare; CentralSquare does not subcontract or store LPD alarm data in third-party, public cloud environments.
- Unmatched client retention and service.
- More experience performing false alarm management services and helping cities improve ordinances than any other company.



CentralSquare's experienced personnel, extensive client base, and proven false alarm solution are why hundreds of cities and counties across the United States trust CentralSquare's software and services to manage their false alarm program. This comprehensive experience sets CentralSquare apart from other service providers.

CentralSquare is committed to customer success and constantly looks for innovative ways to help public safety and local government work more efficiently. CentralSquare's management and employees provide the leadership and innovation that set industry standards, provide unparalleled customer support, and keep pace with the latest technology standards—all while sustaining best business practices.

CentralSquare looks forward to working with the LPD to successfully implement a False Alarm Tracking and Billing solution. CentralSquare is fully committed to begin a quick and efficient implementation immediately upon contract execution.

Sincerely,

Garrett Reinhart
Account Manager
garrett.rheinhardt@centralsquare.com
904.477.4438

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Non-Disclosure Statement

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Understanding False Alarm Management

In most areas of the country, public safety enforcement resources are unacceptably scarce. Non-critical calls for service, such as false alarms, decrease the amount of time that public safety personnel can spend responding to true emergencies and proactively preventing crime and other emergencies from occurring. For many communities, this situation has only gotten worse in recent years as the number of false alarms that public safety must respond to has increased along with the growing number of alarm systems.

CentralSquare proposes its proprietary and patented False Alarm Management software, database, and services solution (CryWolf solution), whereby the LPD's Alarm Program is set-up, hosted, and managed by CentralSquare's experienced Alarm Management Customer Services Center. CentralSquare is confident that the CryWolf solution can do the following for the LPD:

- **Process false alarms fast and efficiently:** Based on a fully integrated false alarm database, flexible business rules, and automatic download police and fire alarm incidents from the LPD's Pro Suite CAD, CentralSquare staff will process false alarms, notifications, bills, and collections daily. CentralSquare staff tightly manages correspondence to ensure all invoices, letters, and notifications are accurate before being sent to alarm holders to reduce citizen, business, and LPD frustration and increase alarm processing efficiency.
- **Reduce the number of false alarms:** False alarm reduction is accomplished by rigorously enforcing false alarm ordinance provisions. No alarm is missed, and violations receive required sanctions. CryWolf clients report a 40%–80% or more reduction in false alarms as a result of CentralSquare's technology and services.
- **Increase the number of permits and decrease unpermitted locations:** CryWolf provides convenient online permitting and automatically checks all alarm-call locations for valid permits. When unpermitted locations are found, responsible parties are notified and tracked to ensure permitting occurs. Multiple CryWolf clients report 30%–50% increases in the number of permits after CryWolf solutions are deployed.
- **Achieve maximum collections:** The CryWolf system and administrative processes are designed accurately to bill and collect all authorized charges in a timely manner. CentralSquare clients benefit from collection rates that are 75% higher than the results of most false alarm programs nationwide.



- **Provide quality citizen support:** Holding citizens accountable and enforcing sanctions inherently challenges traditional customer service approaches. CentralSquare's specially trained staff, thorough operating procedures, and comprehensive technologies create the professional environment required for superior customer service. CentralSquare understands that some citizens are not comfortable with transactions over the internet and prefer more personal assistance. CentralSquare staff is trained and regularly monitored to ensure that customer service representatives apply support principles of accuracy, calm, consistency, empathy, follow-through, respect, and responsiveness to each service call.
- **Risk-free, Revenue-share Compensation Approach:** CentralSquare has a long and successful track record of helping cities and counties increase their service levels, reduce false alarms, and increase revenue collections on a risk-free, self-funded basis. We manage your Alarm Program to your ordinance provisions and our service fee is based on a percentage of the alarm program revenue collected. There is no out-of-pocket or startup expenditures required by the agency. The service fee covers all software development, licensing, website hosting, data extraction interface from the agency's CAD system to the CryWolf database, and equipment. Program postage, supplies, and other costs incurred are also paid from the total collected revenue.



Agencies Across North America are Supported by CryWolf Alarm Management Solutions

CentralSquare brings unparalleled experience to implement and manage the tasks required for a highly effective a False Alarm Management solution. Since 1999, our false alarm management solutions have been selected by over 330 agencies which collectively support more than 500 city, county, and state alarm programs across the United States and Canada. Our clients range in population from less than 40,000 to nearly 4,000,000, and process between 1,500 to over 100,000 false alarms annually.



Qualifications and Experience

Company Overview

The CryWolf solution was developed by Public Safety Corporation (PSC), a private company established in 1999 and incorporated in Florida. Widely recognized as a leader in false alarm solutions, PSC has been providing false alarm systems and services since its founding 22 years ago.

On March 27, 2018, Superior, LLC acquired PSC. Superior recognized the value of an unparalleled false alarm management experience while understanding the customers' desire to have best-of-breed functionality. In August 2018, the merger of Superior, LLC (Superior), TriTech Software Systems (TriTech), including TriTech's wholly-owned subsidiary, Zuercher Technologies, LLC (Zuercher), and the public sector business of Aptean, Inc. and Yaletown Acquiror S.à r.l. (Aptean Public Sector) resulted in a business jointly owned funds affiliated with Vista Equity Partners Management, LLC (Vista) and certain funds affiliated with Bain Capital Private Equity, LP (Bain) – the overarching entity being CentralSquare Technologies, LLC.

Today, CentralSquare is an industry leader in public safety and public administration software, serving over 7,500 organizations from the largest metropolitan city to counties and towns of every size across North America. Its technology platform provides solutions for public safety, including 911, computer aided dispatch, records management, mobile, citations, evidence management, and corrections. For public administration agencies, CentralSquare provides software for finance, human capital management, payroll, utility billing, citizen engagement, asset management, regulatory compliance, and community development. CentralSquare's broad, unified, and agile software suite serves three in four citizens across North America. CentralSquare's mission is to build safer and smarter communities.

Bringing 36 years of public sector experience, CentralSquare provides software and information technology solutions designed to meet the specialized needs of city and county governments, public safety and justice agencies, transits, state and federal government, and nonprofit organizations. Our corporate strength fuels coordinated development which, combined with our experience and knowledge, empowers us to better serve the communities in which we live.



False Alarm Management Experience

CentralSquare brings unparalleled experience to implement and manage the tasks required for a highly effective false alarm reduction program. Since 1999, CryWolf has been selected by more than 330 agencies supporting over 500 cities, counties, and other municipalities throughout the United States and Canada, ranging in estimated population size from 20,000 to 4,000,000. These agencies process 1,500 to more than 100,000 false alarms annually.

In every case, CentralSquare's alarm management technology and services have helped agencies reduce false alarms, increase fee and fine collections, expand the use of innovative software and processes, and improve false alarm processing. No other company has the extensive qualifications, experience, and track record of false alarm management performance. CentralSquare's unique experience helps ensure the program's operational success.

FALSE ALARM REDUCTION RESULTS

The extent and focus of CentralSquare's experience demonstrate the commitment CentralSquare has to public safety—CentralSquare knows and understands the business of false alarms and has successfully resolved the challenges the LPD faces with its alarm program. The following is a summary of the results that CentralSquare has helped other cities and counties achieve from their false alarm programs.

Customer Support Center

Citizen support is more than a requirement to us, it is a commitment. We appreciate and value the trust that the LPD will place in our company to support and communicate with their citizens. We act as the single point of contact, available to assist citizens and businesses and answer administrative and billing questions by telephone. A dedicated, LPD-specific, toll-free customer service support line is available 9:00 a.m. – 5:00 p.m. local time, Monday through Friday, excluding company holidays. A voicemail system notifies callers of after-hours instructions for calls received outside of the designated business hours. The toll-free number is published on the alarm program website we host, as well as on all invoices, false alarm notices, and other correspondence. Customer service representatives respond to citizen and business inquiries regarding alarm ordinance, billing, and alarm system registration based on scripts pre-approved by the LPD's alarm program administration. Customer support staff are located in our Lake Mary, FL facility. Our Alarm Management Customer Support staff are 100% employees located in the United States. We do not use any subcontractors or consulting personnel for this service.

Our experienced alarm program support personnel receive intensive staff training, telephone scripts, and agency-specific operations manuals help ensure the highest quality of customer support. All new employees undergo background checks and are formally monitored to ensure quality customer service skills. Employees also regularly attend courses to enhance their skills and improve communications.



CentralSquare uses a Language Service to provide extensive language support. This same service is used successfully by thousands of public safety organizations nationwide. Accordingly, we provide language support for 175 spoken languages. We also provide an array of communication choices for the hearing-impaired including email, text relay, video relay, and TTY formats. We are also unique in offering multilingual correspondence options if necessary. Our technology can generate letters, notices and forms in other languages, such as Spanish.

Customer service is paramount in all interactions with our clients, and their citizens and businesses. Our customer services staff has many years of alarm processing experience. We regularly monitor service activities and employ systems that generate metrics to ensure that citizens and businesses are treated knowledgeably, promptly and respectfully in all alarm related matters. We also use various processes and tools to ensure the highest quality of customer support.

- LPD specific operating procedures (SOP)
- Tailored telephone scripts and frequently asked questions
- All customer service staff attend professional training programs
- Staff background checks and probationary periods
- Call monitoring and recording

Our company is committed and client focused. We maintain excellent client satisfaction as evidenced by the 96% retention rate of our more than 330 clients since the company's inception. We remain the only alarm service provider that has not had a contract terminated for customer service issues.



Central Square is Uniquely Qualified to Serve the LPD

Accurate and Secure Alarm Program Information

The LPD's alarm data contains private and confidential information requiring strong internal controls and a high level of data protection. CentralSquare maintains several layers of staff supervision to monitor actions and ensure transactions are accurate and timely. Internal audits of CentralSquare client databases are performed monthly to ensure data is accurate, consistent, and avoids duplication.

Reliable and safe alarm and demographic data is critical to an effective false alarm management program. It is the cornerstone of both the LPD and the public having confidence in program results. CentralSquare is committed to maintaining the most accurate and secure alarm program data possible. The company consistently keeps this commitment to its client partners by providing an oversight role. The LPD is provided real-time detailed and transparent performance data through a secure 24/7 administrative website. The administrative portal provides authorized LPD Staff:

- Complete access to summary alarm and financial data
- Detailed information supporting the summary metrics
- Detailed alarm account information and histories with supporting documentation
- Financial and alarm activity reports
- Real-time hearing and appeals decision-making

Authorized LPD staff can view dashboards for graphical presentation of key alarm program data. CentralSquare is the only alarm service provider that delivers this level of management information and readily available program administrative support.

Strong Financial Controls and Security

CentralSquare has established extensive data and financial controls for safe and reliable false alarm enforcement. The LPD Alarm Program will use a dedicated, FDIC-insured bank Alarm Program lockbox operated by a commercial bank (Bank of America), resulting in timely deposits, strong internal controls, a local program mailing and payment processing address, and enhanced public perception.



The bank-operated lockbox approach also ensures complete separation of duties, i.e., CentralSquare staff generating invoices is completely separate from the bank staff processing payments against those invoices—a Generally Accepted Accounting Principal (GAAP) requirement. Additionally, online transactions are protected by encrypted web access, Cyber-insurance, and a PCI-compliant payment process.

Secure Financial Management System

The CryWolf solution's patented financial management system is also unique. Rather than using separate financial software, this solution provides a single, fully integrated database for financial and alarm tracking transactions. Additionally, the public website components of this system are periodically tested by independent data security experts for online threats to achieve maximum data security. This approach ensures accurate, complete, and safe event billing; and allows alarm compliance to be linked to financial performance.

For added program confidence and security, CentralSquare subjects its data security and financial controls to annual Service Organization Control (SOC), SSAE16 Type II audits by an independent auditing firm. The SOC audit standards are to financial service organizations what PCI compliance standards are to online payment processors—generally accepted industry practices for maximum financial integrity and safety. The CryWolf solution fully complies with these audit requirements and, as such, is authorized to display the SOC logo.

- Online PCI-Compliant Payments
- Annual SSAE 16 Type II (SAS70) Financial/Data Security Audits
- AICPA SOC certified
- Cyber Insurance Protection
- Lockbox Payment Processing



Proven CAD Alarm Data Transfer Support

CentralSquare proposes a fully automated interface between the LPD's CAD system and CryWolf. This interface will transfer alarm incident data from the LPD's CAD to the CryWolf database for daily processing of false alarms. The CAD data extraction and transfer routine requires no LPD or Communication Center staff time or resources to operate, transfers alarm incidents daily, and does not compromise CAD data integrity.

As the current provider of the LPD's current Pro Suite CAD system, CentralSquare is uniquely positioned to deliver and support this critical interface.



Large and Experienced Staff

The CentralSquare personnel have proven experience in the design, development, testing, training, implementation, and operation of false alarm administration programs. This project will have the support of individuals with extensive knowledge of law enforcement and fire operations, government processes, software engineering, project management, and customer service.

Customer service is paramount in all CentralSquare interactions with the LPD, as well as with the citizens and businesses within the LPD's communities. The outsource operations team is divided into sub-teams that focus on subsets of client projects. This approach helps CentralSquare tailor the solution and focus each team's efforts on specific projects, allowing the company to be more responsive to the needs of individual clients. This approach means that the LPD will have a dedicated service team familiar with the LPD's Alarm Program and ordinance provisions.

Extensive Technical Expertise

The patented CryWolf technology is the backbone of the proposed administrative services. The CryWolf solution is currently used by more agencies nationwide than any other false alarm management software to track alarm system permits, bill and collect false alarm penalties, and administer alarm awareness classes. CentralSquare's large client base using CryWolf solutions drives a system improvement program that results in many new features and functions being added. This multi-faceted solution ensures that the LPD's Alarm Program will keep up with technical and programmatic advances over the life of the contract.

Extensive False Fire Alarm Expertise

CentralSquare has extensive experience supporting fire false alarm reduction programs—more experience than any other company. CentralSquare understands the differences between fire and police alarms. Fire alarms are often more difficult to classify as false fire alarms often require more careful coding and review. And, although their volume is less than police alarms, the cost of each response is far greater. CentralSquare currently supports the fire false alarm reduction efforts of more than 50 cities and counties.



False Alarm Management Solution Overview

CentralSquare proposes a complete, turnkey solution for managing the LPD's false alarm ordinance. Using the robust functionality of the CryWolf software and proven alarm management services, CentralSquare will facilitate citizens and businesses registering/renewing their alarm system, track false alarm violations, generate notifications and invoices, track payments, and reconcile fee and fine collections.

Functional Overview

The CentralSquare False Alarm Management Services solution is built on our unique, patented, and fully integrated software, CryWolf. CryWolf supports customizable alarm related forms, letters, and invoices; CAD-specific transfer of alarm data from CAD to CryWolf; secure, online access to alarm information; built-in tools for validating addresses; and extensive web-based payment and other functions. CryWolf technology is used to track alarm systems, bill and collect false alarm fees, and administer alarm awareness classes throughout the country. Designated agency personnel, citizens and businesses will have 24/7 access to the alarm data enhancing compliance, convenience, and management oversight.

CentralSquare provides services to track alarm systems and bill and collect false alarm fees. CentralSquare, on behalf of its clients, administers alarm awareness classes throughout the country. The LPD, its citizens, and businesses will have 24/7 access to alarm data to enhance compliance, convenience, and management oversight. As is currently installed for the LPD, the following items highlight relevant functional components of the CryWolf solution.

- **Account Registration and Tracking.** CryWolf services track unlimited LPD-defined location types (e.g., residential, commercial, financial, senior, government), status types (e.g., active, response denied, revoked), and alarm types (e.g., burglary, robbery/panic, fire). CryWolf tracks both registered and non-registered alarm sites, allowing CentralSquare to find and register alarm users unregistered at the time a false alarm occurs. Additionally, CryWolf supports web-based access for citizens to register and view alarm accounts online and access their alarm history information.
- **Alarm Business and Monitoring Company Registration and Tracking.** The CryWolf system can also charge and manage alarm install businesses, monitoring companies, agent licenses, renewal fees, and violation fines as needed.
- **Transfer of alarm incident data from the LPD's CAD System:** CentralSquare proposes an interface from between the LPD's Pro Suite CAD system and CryWolf. This interface transfers police and fire false alarm incident data from the CAD to the CryWolf system for **daily** processing of false alarms for the LPD. This process is fully automated, using scheduled data transfers during off-peak hours, requiring no LPD and Communication Center resources to operate.



- **Noticing and Billing.** CryWolf automatically generates notices of false alarm events and calculates fees and charges in accordance with the LPD's alarm ordinance. CryWolf maintains critical information for every account, including outstanding balances and reasons for all actions. The technology offered also fully supports differences in false alarm fees and notices for user-specified locations (e.g., residential, commercial, senior, government); burglary, robbery/panic, and other alarm types; and registered, suspended, and revoked locations. Fixed, as well as graduated, fee schedules are supported, and various alarm counting approaches can be chosen including fixed and floating time periods. Notification and billing business rules and fees can be easily changed at any time in accordance with any ordinance updates.
- **Collection and Payment Processing.** CentralSquare's system offers many billing and collection options including summary bills and statements, as well as web and other payment interfaces. The system also allows the import of payment information generated/exported from external financial systems operated by finance departments, collection agencies, and code enforcement offices, if needed. All information stored within the LPD database can be accessed and reviewed by LPD personnel at any time, allowing complete transparency of all Alarm Program activity.
- **Hearing and Appeals Support.** CryWolf contains a fully integrated hearing and appeal system that allows the adjudication of any action for any account with a complete, documented action, and reasoning trail. CryWolf also easily generates the documentation necessary to support every billing and noticing action/decision.
- **Secure, web and mobile-based alarm program access:** CentralSquare provides secure, web-based access for citizens, businesses, and alarm companies to review alarm program requirements, update alarm system information, pay alarm fees and fines, and attend alarm awareness classes. The online functions also provide restricted access to alarm companies to review information about their alarm customers. CryWolf's latest online technology also includes enhanced citizen address assistance and online video help tutorials. The LPD has access to the alarm billing and tracking database, expanded search and review capabilities, ability to accommodate walk-in (cashiering) payments, and access to additional financial and statistical reports. All CryWolf web-based pages are secured by encrypted, Transport Layer Security (TLS) certified access.
- **Generation of Management Reports.** Using CryWolf services, the LPD will have access to an extensive array of online management and tracking reports. Included reports sort alarm data by a variety of categories including new alarm accounts, number of activations, user address, district, alarm business and monitoring company, and age of outstanding fees and fines. The system also generates individual account histories that include payment dates and all actions taken regarding an individual account. Many reports are hyperlinked allowing drill-down from report entries to supporting documents such as letters, invoices, hearing summaries, and CAD-provided activation details.
- **Online, drill-down access by LPD staff to detailed alarm program documents:** The dedicated hosted web administrative portal has the unique capability of allowing authorized LPD staff to hyperlink (drill-down) from events and incidents listed in any account history to the actual documents supporting those events and incidents. For example, LPD staff can mouse-click on an alarm incident to view the supporting incident data obtained from the CAD system. Actual invoices and letters that were mailed also can be viewed via mouse-clicks.



Services Overview

CentralSquare's proven ability to provide a superior level of service to citizens and alarm companies is just as important as the technology. CentralSquare continually strives to expand CryWolf's national reputation for responsive, high-quality customer support. In addition to the functionality provided by the CryWolf software described above, the following operational and alarm management services are provided with the outsource implementation approach.

- **Annual independent SOC, Type II (SSAE16) alarm service audits:** CentralSquare is unique among alarm service providers in subjecting CryWolf services to annual Service Organization Control (SOC) audits by an independent certified public accounting (CPA) firm. The results of these audits are available annually to the LPD and include:
 - Alarm management internal controls
 - Financial billing and collections
 - Administrative processes
 - Data and cyber security
- **Secure LPD access online to query data and generate reports:** The system provides authorized LPD staff with direct, 24/7 inquiry and report generation capabilities via real-time, encrypted, web-based connection to alarm management information. This approach provides the LPD flexible, secure, and timely access to pertinent alarm information.
- **24/7 citizen and public safety responder mobile access to alarm site information:** LPD businesses, LPD administrators, and public safety responders can access the LPD's Alarm Program with enhanced functionality through unique web applications accessible from smartphones, tablets, and mobile devices. Available information includes alarm status, e.g., suspended response; alarm system contacts (names and phone numbers); false alarm history; and site condition information. This information access promotes both officer and public safety.
- **Automated email/mobile device notifications and alerts:** Customized electronic notifications and updates to inform alarm users of alarm events, notify delinquent payers, and alert selected personnel of program performance.
- **Recording of program telephone calls:** CentralSquare's call center process is designed to ensure the highest quality customer service including accurate, courteous, and consistent communications with the LPD's citizens and businesses. In support of these objectives, CryWolf employs a communications appliance integrated into the telephone system to record all inbound customer calls. Using this device, digital copies of all incoming citizen and business telephone calls are captured in voice documents for later review, comment, and sharing of telephone conversations. This process helps ensure the highest level of customer service.



- **Extensive language support:** Extensive language support is provided via a language service. This same service is used successfully by thousands of public safety organizations nationwide. Accordingly, the customer support center provides language support for 175 spoken languages. An array of communication choices is provided for the hearing-impaired including email, text relay, video relay, and TTY formats.
- **Nearby program mailing address and toll-free citizen support line:** The alarm management process is designed to reliably separate the LPD's correspondence and calls received from the activity of other alarm programs administered by CentralSquare. This separation ensures high-quality and personalized service to the LPD's citizens and businesses. Citizens and businesses will benefit from the convenience and safety of a nearby alarm program mailing address and a commercial bank-operated, payment processing facility. The customer support line is available Monday through Friday, 9:00 a.m. to 5:00 p.m., local time.
- **Direct payments for deposit:** Alarm management system experts from CentralSquare worked with the LPD to develop the current payment processing plan that ensures collections are accurately and efficiently processed, financial transactions are well-documented in accordance with the LPD's fiscal policies, and revenue is shared in accordance with the revenue-share plan detailed in this proposal. CentralSquare will work with the LPD to incorporate any changes that may be required by future changes to the alarm ordinance.
- **Program remittance lockbox:** The proposed approach to processing payments is to continue the current process that ensures fast, reliable, and secure payment processing. Only FDIC-insured, bank-operated lockboxes are used for remittance address and account for all mail-in payments. This approach ensures GAAP-recommended separation of duties ensuring that the same personnel which generate invoices do not also process invoice payments. CryWolf staff do not handle program funds.
- **Internet-based, fully interactive alarm information updating:** CryWolf's secure, online access allows alarm users to update their alarm information without waiting to speak with a customer service representative. This online service is available on a 24/7 basis.
- **Internet-based payment of invoices:** Alarm holders can pay-by-web directly into a dedicated LPD alarm program website hosted by CentralSquare so that citizens can pay individual alarm invoices, or the full balance owed at any time, day-or-night, through a PCI-compliant online payment process.
- **Enhanced alarm data security:** CryWolf has the technical infrastructure required to ensure the highest levels of data security. This includes core network and DMZ server firewalls, private internal IP addresses, and real-time virus scanning of all data.
- **Proven collection techniques:** With half a million false alarm charges processed annually, CryWolf has extensive experience in violations processing and collections. CentralSquare is proposing services that include a variety of techniques to help the LPD collect fines including multiple and varied noticing at 30, 60, and 90-day intervals. An essential part of collecting fines includes engaging third-party collection services which can effectively recover delinquent fees and fines. These collection services bring increased awareness to the alarm users of the importance the LPD places on this program.



- **Comprehensive public awareness campaign:** The experienced CryWolf team will work with the LPD to develop a comprehensive public information campaign to ensure the highest degree of compliance and public support.
- **Document Control and Mail Verification Software (DCMVS):** The CryWolf solution uses the latest Document Control and Mail Verification Software to interface with the United States Postal Service to ensure compliance with the USPS CASS/PAVE and NCOA requirements. The process identifies, verifies, and corrects bad addresses to maximize deliverability and reduce returned mail while also confirming addressee mailing location and reporting any moves within the last six years. Using DCMVS creates faster turnaround of invoices and notices, while assisting in locating people for collections.
- **Furnish and maintain all facilities, equipment, and supplies:** CentralSquare provides all computer hardware, furniture, equipment, and software necessary to operate the LPD's Alarm Program at its fully equipped and staffed facility in Lake Mary, Florida. These facilities are currently used to administer alarm programs for cities and counties coast to coast. All necessary forms, supplies, and postage to administer the alarm program are provided, and the LPD is not billed separately for these mailing materials.

Alarm Management Functionality and Services – Detailed Description

The following sections provide a detailed narrative description of the software functionality and alarm management services to meet the false alarm reduction needs of the LPD.

REGISTER CITIZENS AND BUSINESSES ALARM SYSTEMS

For agencies with ordinances that require alarm system registration, the CryWolf solution tracks and permits alarm systems, including the renewal and revocation of alarm system permits and identifies non-registered locations. The proprietary CryWolf system is specially designed to register and track alarm users, alarm companies, and alarm agents. When unregistered locations are found, responsible parties are notified and tracked to ensure registration occurs. Up to 85 fields of information can be maintained for each alarm location including custom fields. The permit holder records will be continuously updated for changes in permit information, new alarm incidents, and all enforcement actions such as changes in status, e.g., revocation, reinstatement, and new letters and invoices. Complete permit holder records and history will be available online 24/7 via a dedicated, secure (encrypted) administrative alarm website with password protected logons. CentralSquare provides multiple ways for citizens and businesses to register and renew alarm systems.



- **Online Registration:** CryWolf services provide fully interactive, secure, online alarm registration for alarm systems from desktop or mobile devices. This functionality also allows alarm users to review their registration status, update contact information, and renew permits online. This web-based registration can be used by both alarm users and alarm companies registering their users. Online registration and access offer important benefits such as citizen convenience, data accuracy, false alarm awareness, greater compliance, and more timely information. It also increases the responsibility to ensure that sensitive alarm permit data remains secure. All web access to CryWolf-maintained alarm information takes place over encrypted, TLS online connections. Registration and status change confirmations are sent via email for online registrants.
- **Registrations by Mail:** Because some citizens either do not have access to the internet or prefer not to transact business over the telephone, CentralSquare provides the option to mail their registrations in for processing. To avoid the confusion of multiple mailing addresses for different program purposes, we have arranged with our nearby bank lockbox service provider to use the same mailing address for payment remittances and other correspondence such as registrations by mail.
- **Registrations by Phone:** At any time, citizens can contact the dedicated, toll-free LPD-specific Alarm Program telephone number for registration assistance. CentralSquare uses telephone registration as a convenient and citizen-friendly alternative for those registrants that require assistance with online registration or are rejected online because of failure to meet address validation criteria.

WORK WITH ALARM COMPANIES

Our experience includes working relationships with alarm companies and local alarm industry associations throughout the United States. At the beginning of the project, we will contact the various alarm companies and alarm associations to create efficiencies and streamline procedures for citizens. We will develop and send an introductory letter to all identified alarm companies describing the new alarm program services.

Additionally, as we have done in dozens of other alarm programs, we will provide an alarm company website portal to allow the alarm companies to access limited information about only their customers. Alarm companies are provided customer inquiry and several statistical reports including top false alarm offenders among their customers. Alarm companies can also use the site to update their information, cancel their alarm accounts, and obtain alarm permit numbers for their customers. Additionally, we provide alarm companies the ability to register their customers online if they choose and provide their customers false alarm reduction tips.

INTERFACE WITH CAD SYSTEM

CentralSquare will provide an automated interface between the LPD's CAD system and CryWolf. This interface will transfer alarm incident data from the CAD to CryWolf for daily processing of false alarms. The proposed interface extracts false alarm event data overnight for the previous calendar date from the CAD database and automatically transmits this data to our secure FTP site at a scheduled time.



Each business day, our alarm management staff processes the previous day's alarm file, with weekend files processed on Mondays, and generates the required correspondence and invoices for mailing based on the ordinance. These software routines will be automated in a Microsoft Windows scheduler so that no LPD administrative or technical time will be required to obtain and transfer the alarm data to our CryWolf database, eliminating the need for LPD personnel to manually extract this data from the CAD.

If desired by the LPD and supported by the CAD system, CentralSquare can also provide an extract file from CryWolf to the CAD of alarm permit contact information and permit status/validity, e.g., active, limited/no response, closed; and site conditions/hazards, for enhanced response and officer safety. Any work required on the CAD to accept and process this data extract is the responsibility of the LPD.

TRACK FALSE ALARM VIOLATIONS

As false alarms are processed, CryWolf processing staff compare (validate) each address with the addresses in its alarm location database. If the address is found, the system automatically determines from the location database the proper count for that false alarm, based on a counting period defined by LPD Alarm Ordinance and registration status. Using the alarm count (1st, 2nd, etc.) of the Alarm Ordinance provisions, the system automatically produces a letter and/or invoice addressed to the alarm user named in the account record.

An effective alarm management program keeps the public, alarm companies, program management, and other stakeholders well-informed through managed correspondence. Our staff will generate and transmit, via U.S. mail or email, warning notifications and invoices to registered holders and non-registered locations each business day for false alarms as specified in the Alarm Ordinance, typically for alarm incidents received and processed that morning.

The tailored letters and invoices will include incident documentation approved by the LPD which can include any of the data received from CAD, incident and billing histories, and LPD-defined alarm permit statuses (e.g., active, revoked).

CentralSquare will transfer the current letters, notices, and other correspondence from the LPD's existing CryWolf database to the system hosted by CentralSquare on behalf of the LPD. Unless desired by the LPD, there is no need to re-create any correspondence. CentralSquare will simply update the letters with the new mailing address and customer support phone numbers as appropriate. We will work with the LPD Alarm Administrator, Communications, and Financial Managers to define appeal, collection, late fee, refund, and other program policies and procedures.

CryWolf supports an unlimited number of template-driven notifications and invoices with content and format defined by the LPD. These notices are designed to be professional in appearance with personalized information. Notices can include merged data, e.g., date and time of an officer's response and the current number of false alarms at the subject location. If payment is not received by the due date of the invoice, late fees can be added in accordance with the Ordinance and a late notice/invoice automatically generated, referencing and updating the original charge.



DEVELOP ALARM PROGRAM WEBSITE

CentralSquare provides a 100% web-based system for public and LPD access. This web-based system can be accessed by a link on the LPD's website. This website allows alarm users to review their registration status, update contact information, renew permits, make online payments, and provides alarm training, education, and information regarding the LPD's ordinance. This web-based registration may be used by both alarm users and alarm companies (to register their alarm users) and is currently in use by numerous CryWolf clients. The website will have LPD-specific branding such as LPD logos, color schemes, images, etc., so it will appear to the user as if they are working with the LPD.

Additionally, CentralSquare provides citizens, businesses, LPD administrators, and public safety responder's access to the Alarm Program with enhanced functionality through unique web applications accessible from smartphones, tablets, and mobile computers. This web-based, mobile application allows alarm users to register their alarm systems, renew their registrations, review their alarm account activity, edit owner and other contact information, and pay registration and false alarm fees from their preferred mobile device.

CentralSquare will work closely with the LPD to design the most effective training and educational materials for residents and businesses. These materials will include on-line assistance from the LPD's Alarm Program website in the form of customized tips for reducing false alarms, frequently asked program questions and answers (FAQs), appeal guidelines and compliance requirements. This information will be available on LPD's Alarm Program website. The LPD alarm program website provides citizens and businesses continuing alarm education by presenting false alarm reduction information and providing access to an online Alarm Awareness Class (Alarm School).

The online information can include:

- Alarm Ordinance
- Appeal process
- Registration and reinstatement requirements
- False alarm fee structure
- Tips on How to Reduce False Alarms
- Frequently Asked Questions
- Law Enforcement response guidelines
- Alarm School

Additionally, we will meet with LPD department personnel to outline the steps and responsibilities for public education and awareness program. A comprehensive public education and awareness is key components to generating public support for the LPD's Alarm Program. A well-executed campaign will ensure acceptance of and compliance with the program while reinforcing the message that this is a safety program aimed at maximizing law enforcement officers' availability through minimizing false alarm calls.

Online visitors can complete a multi-step alarm education process and an online test. This testing process automatically draws a random subset of questions from a larger question universe to help ensure that the test varies from visit to visit. The test results are reviewed with the online visitor and the test "pass or fail" result is written to the visiting alarm user's account history.



ALARM FEE AND FINE REMITTANCE OPTIONS

In coordination with the LPD, CentralSquare performs the collection of payments in accordance with the LPD's alarm ordinance. Our approach to billing and processing payments is designed to ensure fast, reliable, and secure payment processing. At the beginning of the project, a billing and payment processing plan is developed to ensure collections are accurately and efficiently processed, and financial transactions are well documented. We provide remittance options for alarm users to include mail-in payments, online payments, and walk-in payments at existing LPD payment sites. All fees will be deposited in a bank lockbox account.

- **Mail-in payments:** Mail-in payments will be remitted to a commercial bank lockbox for automatic deposit by the bank into a designated bank account (Bank of America) established for the alarm program.

Unlike a vendor-operated lockbox, the bank-operated lockbox approach ensures the rapid deposit of all alarm payments, extensive and audited financial controls, bonded cash management personnel, adequately insured cash-handling services, and a source of confidence for the public and LPD officials in the program's financial accuracy and integrity. Our bank-operated lockbox approach also ensures that the same staff generating invoices do not handle or process the funds derived from these invoices, a major internal control issue.

- **Online payments:** Online payments are accepted through our hosted, dedicated, secure alarm program website. Online payment processing is performed by our payment partner, FIS Global, which is PCI-compliant at the highest Merchant Level 1.
- **Walk-in payments:** Payments can be accepted at walk-in sites at the police department or at other LPD locations as authorized by the LPD. We provide an online cashiering function that allows a remittance notice to be printed locally for the payer and payment information to be tracked and recorded in both.

COLLECTIONS AND PAYMENT PROCESSING

With half a million false alarm charges processed annually, we have extensive experience in violations processing and collections. At the direction of the LPD, and in compliance with local ordinances, we will oversee the collection process with the goal of maintaining goodwill with citizens and the business community.

Our approach to collections is designed to ensure fast, reliable, and secure payment processing. At the beginning of the project, we will work with the LPD to develop a payment processing plan that ensures collections are accurately and efficiently processed, and financial transactions are well-documented in accordance with the LPD's fiscal policies.

Our billing program's success is largely due to our constant and continual tracking of complex processes that generate exceptional revenue for our clients and partners. We have initial collection rates ranging from 75%-85% or higher of initial billings prior to the need to send accounts to collections. Our process includes dynamic notices with varying font and color, enforcement sanctions such as credit bureau reporting, and effective skip tracing procedures to update address information.



A sophisticated and fully integrated alarm processing and billing system is the key to the billing process. The process will include:

- A strategic, tailored stream of follow up notices of 30-, 60-, and 90-day intervals
- An online notice management system for quality control and program analysis
- Comprehensive, in-house, high volume, mail house capabilities to ensure printing, insertion and mailing of notices
- Rigorous quality control to ensure timely and accurate communication with the public

Permit and violation level invoices are provided by the system, allowing for customized and effective billing. Violation notices can be formatted and have the capability to include multiple violations on a single notice if required. All invoice information and formatting is customizable. Violation notices show balance forward information and, depending on the notice criteria and eligibility of the violation, a detailed listing of all outstanding violations may be attached to any violation notice. Bills will have a scan line on the remittance document, will provide a stub to accompany payment, and will show a dedicated toll-free alarm program customer service number for assistance. All billing and other notice formats will be tailored to meet the exact requirements of the LPD and will be reviewed with Alarm Program management prior to use.

CentralSquare ensures all notices are created, the notice register reviewed, and revalidated before notices are printed, inserted, and mailed, generally the next business day after violations occur.

ALARM PROGRAM ACCOUNT RECONCILIATION

At the beginning of each month, we reconcile all amounts deposited in the Alarm Program Account during the previous month and provide the LPD with documentation (invoice) showing the fee calculation and supporting bank reconciliation. Any citizen overpayments are maintained in the bank until their disposition is decided by the LPD. A full accounting of these “escrow” (overpayment) funds, if any, is included with the bank reconciliation each month. Once the invoice is approved by the LPD, the bank is authorized to issue transfers, e.g., ACH transfers, to the LPD and to CentralSquare for the approved revenue share amounts.

Through the Hearing and Appeals Module, CryWolf provides the ability to waive an alarm incident, change the alarm count and/or charge, and document the reason for the waiver. The waived event and justification is automatically inserted in the account history for audit trail purposes and will automatically modify any subsequent billing transactions for false alarm incidents.

ALARM PROGRAM MANAGEMENT REPORTS

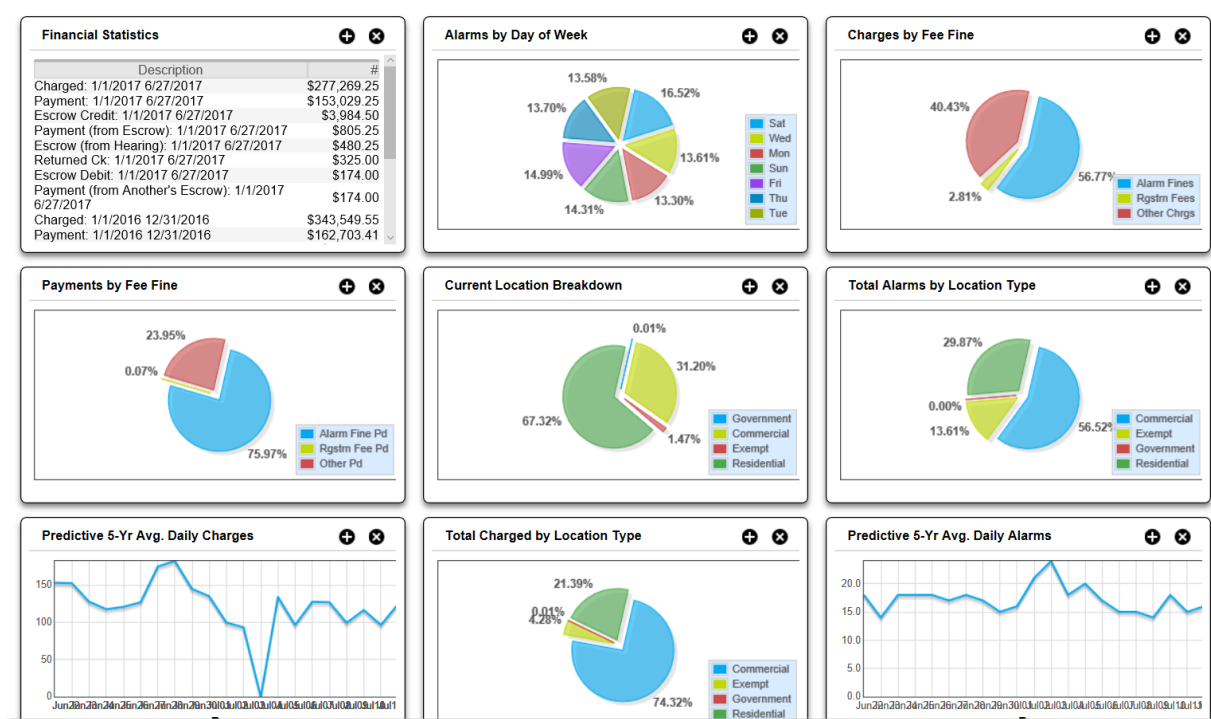
CentralSquare provides the reports through secure, online access to an Administrative Portal for alarm-related data and reports. We will provide authorized LPD staff real-time access to CryWolf via our fully web-based administrative data access and reporting system. Through a secure, dedicated, online administrative website, the LPD has access to summary alarm and financial data, as well as the detailed information supporting the summary metrics, information dashboards, and extensive inquiry/search capabilities for complete and timely access to information.



- Provide detailed alarm account information and action histories with onscreen drill down to supporting documentation such as letters, invoices, and CAD-provided alarm event information
- Generate more than 40 financial and alarm activity reports that can be tailored by date range and other selection criteria
- Print reports directly in PDF, Microsoft Excel, and other standard formats
- Export financial and other data in Microsoft Excel format for processing by other LPD systems
- Customize dashboards for graphical presentation of key alarm program data
- Hold hearings and decide appeals in real-time

Confidential and Proprietary

Customize Dashboard Widgets



Customizable Online Dashboard Display

CryWolf includes a virtually unlimited number of financial and statistical reports with various date and data filters and format choices. The system can also generate individual account histories that include payment dates and all actions taken regarding an individual account. Reporting and documentation is available in a summary report that can be accessed by the LPD online at any time.

Many reports can be filtered by various LPD-defined time periods (by hour of the day, day of the week, month of the year, etc.), data ranges, call type (burglary, robbery, panic, duress, hold-up, etc.), alarm company, alarm user, and false alarm cause. We provide an online ad-hoc report generator that allows authorized LPD staff to create and regenerate custom report content and formats.



These reports are customizable and LPD personnel can generate reports online. CryWolf provides the ability for multiple search criteria such as name, address, and phone number, including partial and wildcard searches, and allows the user to search the alarm database by alarm provider name. Reports of new registrations or revocations/suspensions (changes in registration status) may be generated weekly or more often as needed. In addition, the following reports are available from CryWolf. These reports are customizable.

Financial and Alarm Activity Reports

Type of Report	Report
General	■ Review Account History ■ Workload Snapshot by Date Range ■ List Accounts Receiving Certain Correspondence ■ List Accounts for Response Required Correspondence ■ List Top Offenders by Incident Date Range ■ Special Category Report ■ Review Appeal Hearing ■ Appeal Hearings Listing/Statistical Report ■ List Pending Hearing Requests
Alarm Call	■ Alarm Listing by Incident Date Range ■ Alarm Count by Premise Type ■ Alarm Statistics by Incident Date Range ■ Alarm Statistics by Location
Charge/Payment	■ Payment Tally Sheet ■ Search Payments by Check Number ■ Aging Report (using Date Letter Sent) ■ Delinquent Account Analysis Report ■ Charge and Payments Controlled by Date Range
Registration	■ List Expiring Registrations by Date Range ■ Registrations with recorded bad addresses ■ Registrations listed as bankrupt
Alarm Company	■ Count registration by alarm company



Type of Report	Report
	- False alarm dispatch rate - List expiring alarm companies by date range - List registrations by Alarm Company

Every onscreen account/permit history report provides hyperlink functionality. Using hyperlinks, authorized LPD staff can click on any alarm registration/permit number, invoice number, or case/incident number in a history to automatically view that item's supporting information, such as actual invoice generated or alarm incident data from CAD. Supporting information may then be viewed and/or printed.

PUBLIC EDUCATION CAMPAIGN

Public education and awareness are a key component to generating public support for the LPD's alarm program. A well-executed campaign will ensure acceptance of and compliance with the program while reinforcing the message that this is a safety program aimed at maximizing law enforcement officers' availability through minimizing false alarm calls.

Working with the LPD, we will design and implement a comprehensive public information campaign modeled after similar successful false alarm program campaigns to enable the LPD to reach all of those potentially affected by the false alarm ordinance provisions, thereby ensuring the highest degree of compliance and public support. This information will be available on the LPD alarm program website and can be provided via U.S. mail to those without internet access.

The primary message of the public education campaign is that every citizen of the LPD is responsible for properly registering the alarm systems in their homes and businesses. The public will understand that the LPD will continue to serve and protect them by responding to emergencies, but they must also acknowledge the amount of public safety resources that are drained daily responding to false alarms. The public education campaign will help the public understand their role in minimizing the false alarms so that public safety resources can be applied elsewhere.

We propose to develop and implement a targeted citizen education and outreach program to further engage and educate current and prospective alarm users on the reasons and methods for reducing false alarms. At the beginning of the proposed project, we suggest meeting LPD personnel to outline the steps and responsibilities for citizen education and outreach. This step can include our assistance with developing:

- Community meeting agendas and scripts or newsletters
- Draft false alarm reduction articles to provide local chambers of commerce, home builder associations, and homeowners associations (HOAs)
- Draft public service announcements (PSAs)
- Educational email messages directed at top alarm offenders on such topics as tips for reducing false alarms and frequently asked alarm system questions
- We have considerable sample information and documents from other alarm programs we administer to share with the LPD.



HEARING AND APPEALS

CentralSquare has extensive experience supporting hearings and appeals in numerous locations as part of our alarm management services. The appeal instructions can also be made available to citizens and businesses for direct viewing and download from the LPD website, if desired.

Our system assembles pertinent information and reports to document all billing, revocation and other decisions. CryWolf program staff will forward this documentation to LPD personnel evaluating an appeal or this documentation can be securely accessed online by authorized LPD managers and staff.

CryWolf includes a complete Hearing and Appeals module to apply the results of an appeal. This module is dedicated to tracking and accounting for the filing and adjudication of hearings and appeals, and allows for the reduction of fees, reassigning of alarm calls, and even the deletion of calls as required. All hearing results are tracked by registration and can be reviewed as needed.

Our system is also designed to automatically generate a notice of the appeal results for mailing to the resident or business. CryWolf staff can mail these results if desired by the LPD. These notices will be tailored to meet the LPD needs and can include special appeal categories defined by the LPD such as weather, valid alarm, utility/power failure, medical alarm, canceled within a pre-defined time period, first false alarm of the calendar year, etc.

CryWolf provides the ability to waive an alarm incident, change the alarm count, and/or charge and document the reason for the waiver. The waived event and justification is automatically inserted in the account history for audit trail purposes and will automatically modify any subsequent billing transactions for false alarm incidents.



Cost of Services Approach

CentralSquare has a long and successful track record of helping cities and counties increase service levels, reduce false alarms, and increase revenue collections on a risk-free, self-funded basis. The following describes CentralSquare's proposed revenue share (fee) to provide False Alarm Management Services to the LPD.

Revenue-Share Percentage

For the provision of all services and technology outlined in this proposal, CentralSquare shall obtain payment exclusively from the revenues CentralSquare helps generate. There shall be no upfront systems development, licensing, equipment, travel, support or other costs. CentralSquare shall purchase, configure, install, and customize all systems and processes CentralSquare requires to provide the Services described herein.

Following our analysis of the LPD's false alarm program revenue, projected program costs and alarm program activity, CentralSquare's the revenue-share percentage is as follows:

- Liberty Police Department: 71%
- CentralSquare: 29%

REVENUE-SHARE PROVISIONS

The following amounts that shall be paid from the total collected revenue and subtracted from the total collected (gross) revenue before the revenue sharing percentages are applied:

- Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the City;
- Bank fees charged by lockbox bank including overdraft protection, fraud protection and other reasonable charges necessary to protect funds in the lockbox;
- Correspondence mailing costs (envelopes and paper) including postage (at first class postage rates); and
- Third-party credit card processing charges, if any.

In this approach, CentralSquare and the LPD share the objectives of reducing bank, credit card and mailing costs. These costs can be easily reduced by emailing instead of mailing correspondence, encouraging online payments to avoid bank lockbox fees, and establishing convenience fees for online payments to offset credit card fees.

Any certified mail requirements will be billed separately on a monthly basis and will be paid directly from the LPD's portion of the revenue-share.



REVENUE SHARE ASSUMPTIONS

The percentages in CentralSquare's revenue-share approach are based on the following assumptions:

- The ordinance fee/fine schedules remain in substantially the same form as outlined in the LPD's current ordinance.
- The LPD applies a adopts a fair, but firm approach to granting appeals. Appeals and LPD waived charges are expected to reduce collections by no more than 5% annually; and
- The LPD actively supports enforcement of the Alarm Ordinance, including support of reasonable measures to collect all amounts due for violations of the Alarm Ordinance.

MECHANISM FOR REVENUE SHARE CALCULATIONS AND TRANSFER

At the beginning of each month, CentralSquare will reconcile all amounts collected during the previous month and provide the LPD with an agency-specific invoice showing the fee calculation and supporting payment reconciliation. Once the invoice is approved by the LPD, electronic transfers (e.g., ACH transfers) will be authorized and made to the LPD and to CentralSquare based on the proposed revenue share percentages shown above.





**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 14, 2024

A/R No.: 2024-243

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Resolution Accepting the 2024 Concrete Flatwork Replacement Project
with Inco USA, LLC

Summary:

- Approve a Resolution accepting the 2024 Concrete Flatwork Replacement Project and authorizing final payment to Inco USA, LLC

Background:

The 2024 Concrete Flatwork Replacement Project was awarded to Inco USA, LLC, on March 11, 2024 (Ordinance No. 11901). The project involved concrete flatwork along N. Jewell St., S. Jewell St., E. Kansas St., Lightburne St., E. Mill St., Mississippi St., and Claywoods Pkwy.

All contract work has been completed by Inco USA, LLC in accordance with City standards, specifications and contract requirements. This action accepts the 2024 Concrete Flatwork Replacement Project, thus allowing release of retainage which has been held per the project contract.

Staff recommends acceptance of a Resolution accepting the 2024 Concrete Flatwork Replacement Project as completed by Inco USA, LLC, thereby authorizing the release of all retainage.

Previous Action (if applicable):

- Citizen Sales Tax Oversight Committee recommendation on January 11, 2024
- Contract with Inco USA, LLC approved on March 11, 2024 (Ordinance 11901)

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: Old Account No.	Amount: \$90,132.84
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X	50.75.604.36.7515 now listed as Account No. 351-70023-600-000000 Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non- Budgeted	Line Item:	Amount:
	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Resolution Accepting 2024 Concrete Project

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE 2024 CONCRETE FLATWORK REPLACEMENT
PROJECT WITH INCO USA, LLC

WHEREAS, the project has been completed by Inco USA, LLC and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby accept the 2024 Concrete Flatwork Replacement Project (#24-003);

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: October 14, 2024

A/R No.: 2024-231

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: Resolution Authorizing the Filing of a Grant Application with the Land and Water Conservation Fund for the Renovation of Place Liberté Park within the City of Liberty, Missouri

Summary:

The Parks & Recreation Department is planning to replace basketball court to the existing park, and add amenities to the undeveloped portion of Place Liberté Park in 2026. As a way to help offset the cost of this upgrade, staff recommends applying for federal funding from the Land and Water Conservation Fund.

Background:

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

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

- Develop the vacant property between Place Liberté Park and Church Rd. (Goal 4, Obj 4.1)
- Develop a trail connection between Place Liberté Park and Church Rd. (Goal 1, Obj 1.2)
- Replace paved loop trail in Place Liberté Park. (Goal 1, Obj 1.3)
- Replace the parking lot at Place Liberté Park. (Goal 3, Obj 3.2)
- Replace the basketball hoops and court at Place Liberté Park. (Goal 3, Obj 3.2)
- Install a small picnic shelter at Place Liberté Park. (Goal 3, Obj 3.4)
- Install a porta restroom and enclosure at Place Liberté Park.

In 2023, Park staff were able to resurface the parking lot and loop trail in Place Liberté Park. In late 2023, Parks staff applied for a LWCF Grant to replace the basketball hoops and court in the existing park, and develop the new property by adding a new parking lot, trail, open field space, hill slide and trail among other amenities. That application was not successful, so Park staff plans to update the application based on feedback from the LWCF Committee and reapply for funding to be awarded in late 2025 for 2026 construction.

A suggested plan for the park is attached.

To accomplish these items and fulfill the goals of the 2022 Master Plan, the Parks & Recreation Department recommends applying for federal funding from the Land & Water Conservation Fund in an amount not to exceed \$250,000.

This grant matches up to 50% of the total cost of the project and is a reimbursement grant. The Parks & Rec Department would provide the matching funds of \$250,000 to complete the project. The lead time for this grant is long. Applications are due in mid-November of 2024. And if successful, funding would be made available in 2026.

Previous Action (if applicable):

The Parks & Recreation Department has applied for and been awarded this grant for other projects in the past.

Parks staff applied for the LWCF Grant for the Place Liberté Park project in 2023 and the application was unsuccessful. Based on the feedback received from the LWCF Committee, Park staff has updated the request and plans to reapply.

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: 10/03/2024

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. 2024 RESOLUTION LWCF PLace Liberte
2. Place Liberte' Maps Combined

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE
LAND & WATER CONSERVATION FUND FOR THE RENOVATION OF PLACE
LIBERTÉ PARK WITHIN THE CITY OF LIBERTY, MISSOURI

WHEREAS, the City of Liberty Parks & Rec Department is applying for federal assistance from the Land & Water Conservation Fund program for the purpose of renovating Place Liberté Park.

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

1. BJ Staab, Director of the City of Liberty Parks & Rec Department is authorized to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the U.S. Department of the Interior, National Park Service.
2. The City of Liberty Parks & Rec Department currently has the written commitment for 50% matching share for the project elements that are identified in the application and will allocate the necessary funds to complete the project.
3. In the event a grant is awarded, the City of Liberty Parks & Rec Department will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access in perpetuity. At the end of the project, the City of Liberty Parks & Rec Department will record the Declaration of Deed Restriction to each deed of the park.
4. In the event a grant is awarded, the City of Liberty Parks & Rec Department is prepared to complete the project within the time period identified on the signed Financial Assistance Agreement.
5. In the event a grant is awarded, the City of Liberty Parks & Rec Department will comply with all rules and regulations of the Land & Water Conservation Fund program, applicable Executive Orders, all federal and state laws that govern the grant applicant during the performance of the project, and stewardship requirements when the project is complete.

PASSED by Council this _____ day of _____, 2024.

MAYOR

DEPUTY CITY CLERK

PLACE LIBERTE' PARK

