



Agenda

City Council Regular Session

Monday, October 28, 2024 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

- A. Council Member Shelton Ponder

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

- A. Regular Session Minutes of September 9, 2024

VI. Meeting Schedule

VII. Consent Agenda

- A. Motion to approve the purchase of a 2024 Ford F-250 4x4 Supercab Pickup from Blue Springs Ford for the Animal Control Department in an amount not to exceed \$51,297.00
- B. Resolution Approving a Liberty Community Center Alcoholic Beverage Service Application for a Small/Private Event to be held on November 10, 2024
- C. Resolution Amending Resolution No. 3344, Appointing Directors to the Liberty Corners Community Improvement District Board of Directors, By Amending the CID Name to be the 901 S. 291 Community Improvement District
- D. Regular Session Minutes of September 23, 2024

VIII. Appointment of Chris Young as Fire Chief

- A. Motion to Approve the Appointment of Chris Young as the Fire Chief

IX. Public Hearings

- A. Resolution Approving a Final Development Plan for Liberty Parkway Apartments, a 328-Unit Apartment Complex on 17.43 Acres at the NE Corner of South Liberty Parkway and Flintlock Road in Liberty, Clay County, Missouri (P&Z Case 24-31FDP)
- B. Ordinance Accepting and Approving a Final Plat for Liberty Parkway Apartments in the City of Liberty, Clay County, Missouri (P&Z Case 24-30FP)
- C. Resolution Approving an Amended Final Development Plan for Country Village, Formerly Known as Vintage Estates, a Detached Single-Family Subdivision Containing 29 Lots and Utilizing Zero-Lot Line Construction at the Intersection of Buckingham Drive and S. Withers Road in Liberty, Clay County, Missouri (P&Z Case 24-33FDP-A)

- D. Ordinance Accepting And Approving A Final Plat For Country Village, A 20-Lot, Zero Lot-Line, Detached Single-Family Subdivision In The City Of Liberty, Clay County, Missouri (P&Z Case 24-37FP)

X. Ordinances, Contracts and Resolutions

- A. Ordinance Acknowledging Vendor Payments for the Period of October 4, 2024 to October 18, 2024
- B. Resolution Approving a Final Development Plan for Water Street Lofts, a Three-Story, Mixed-Use Building With Ground Floor Retail, 16 Residential Lofts and Underground Parking Totaling 47,750 Square Feet at 1-11 N. Water Street in Liberty, Clay County, Missouri (P&Z Case 24-38FDP)
- C. Ordinance approving a Collective Bargaining Agreement with the Members of the Communications Workers of America (CWA) Local 6360 and the City of Liberty
- D. Ordinance Approving an Agreement with JCI Industries, Inc. for the repair of a Carrousel Gearbox in an amount not to exceed \$60,000.00
- E. Ordinance Approving an Agreement with Transystems Corporation for Phase's I & II of the City of Liberty Project 24-007, 104th Street Improvement Project with Authorization to Fund Phase I in an amount not to exceed \$341,128.00
- F. Ordinance Approving a Contract with Gardner Construction Co., Inc for the Design Build Construction Services of 427 Mill St. City Records & Storage Facility Project 24-021 in an amount not to exceed \$1,197,829.00

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 Meeting

Regular Session Minutes
September 9, 2024

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on September 9, 2024 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

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

Council Members Absent: Harold Phillips, Ward I

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Vicki McClure, Finance Director
Andy Noll, Utilities Director
BJ Staab, Parks and Recreation Director
Jim Martin, Police Chief
Sarah Ranes, Deputy City Clerk

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

IV. PROCLAMATIONS

Constitution Week Proclamation - Mayor Canuteson proclaimed September 17 through September 23, 2024 as Constitution Week in the City of Liberty.

V. APPROVE MINUTES AND SUMMARIES

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. Resolution Appointing Directors to the Liberty Corners Community Improvement District Board of Directors

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3409.

B. Amusement License For Fall Festival (Jones & Co.)

Council Member Watt moved to approve the license. Council Member Hagan seconded the motion, which carried unanimously.

C. Resolution Approving a Liberty Community Center Alcoholic Beverage Service Application for a Large/Private Event to be held on September 21, 2024

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3410.

D. Board/Commission Appointments

1. Liberty Community Christmas Tree Advisory Commission

a. Appoint Allison Kenealy to a Term Expiring 5/1/2027.

b. Appoint Jennifer Stipetich to an Auxiliary position with no expiration date.

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

VIII. PUBLIC HEARINGS

A. Ordinance Establishing the 2024 Ad Valorem Tax Levies for City Operations for the 2025 Budget Year

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

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

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

Levy Calculations

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

Impact of City Operating and Parks Funds and Illustration of Impact on Bills: Based on the average individual real estate property assessment value of \$299,103 for 2024. Individual property assessments will vary from average, some higher and some lower.

Residential Impact - Hancock Maximum	Current 2024 Levy	Proposed Levy	Annual Difference
	0.8751	0.8751	
Home Value	300,000	299,108	
19% Assessment Factor	57,000	56,831	
Taxes	498.81	497.32	(1.48)

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Residential Impact - Revenue Neutral	Current 2024 Levy	Proposed Levy	Annual Difference
	0.8751	0.8592	
Home Value	300,000	299,108	
19% Assessment Factor	57,000	56,831	
Taxes	498.81	488.29	(10.52)

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

Document No. 9806 was read.

Mayor Canuteson stated the ordinance will be considered on second reading at the September 23, 2024 Regular Session meeting.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance Acknowledging Vendor Payments for the Period of August 16, 2024 to August 30, 2024

Document No. 9800 was read.

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

Roll Call

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11965.

B. Ordinance Accepting the Temporary and Permanent Public Easements for the M-291/Blue Jay Traffic Signal and Stewart/M-291 Intersection Project

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 are impacted by property acquisition on this project. Thus far, easements have been acquired from 4 out of 6 property owners. Staff continues to work in conjunction with Donoho Appraisals in negotiation easement acquisition from the remaining 2 property owners.

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

Attic Storage of Liberty, LLC	TCE	\$1,150.00
Hawthorn Bank	TCE, SWE	\$15,300.00
100 Route 291, LLC	SDE	\$450.00
Minor-Colerick, Inc	SWE	\$2,600.00

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

Document No. 9801 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11966.

C. Ordinance Disclaiming and Abandoning Water Easements Along Route H Highway for the City of Liberty, Clay County, Missouri

The City in coordination with Clay County Water District #4 (PWSD #4) planned and completed a capital improvement project that installed a 12-inch water main to replace a 5-inch water main. The 5-inch water main was one of two that provided water to PWSD #4 and often experienced water main breaks and needed upgrade to improve the pressure characteristics of PWSD #4. The water main capital improvement project required easements to complete the installation of the new 12-inch water main. The adjacent property owners were concerned about the existing water main easement that was over the old 5-inch water main and wanted it disclaimed and abandoned as part of granting easements for the construction of the new 12-inch water main. Staff agreed that the original easements would no longer be necessary and agreed that the request to disclaim and abandon the easement was a reasonable request and agreed to pursue the abandonment of the water easement once the construction of the new 12-inch water main was complete. The construction is complete, and the proposed ordinance completes the disclaiming and abandonment of the water easement over the 5-inch water main.

Document No. 9802 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11967.

D. Ordinance Approving an Engineering Services Agreement with Tetra Tech, Inc. for soil remediation at the Lee Chemical Site in an amount not to exceed \$126,576.00

Tetra Tech, Inc. has been assisting the City in the process of remediating the Lee Chemical Site. The initial soil remediation technique that was implemented in the 1990s was effective at removing a bulk of the contamination of concern but was ineffective at treating all the contaminated soil. A preliminary report that addresses the process for final remediation steps of all contaminated soil has been approved by The Missouri Department of Natural Resources and the Environmental Protection Agency. The final step in the approval process of the report and remediation steps is the publication of the proposed remediation steps as a "Record of Decision" and receiving public comments, evaluation of the public comments and publishing of the final "Record of Decision". The final step is managed jointly by MoDNR and EPA and could take up to six months to complete.

While staff waits for the record of decision to be finalized, we propose moving forward with the design necessary for the final design of the soil remediation. The proposed engineering services agreement is for ongoing monitoring tasks, final design of the proposed remediation and bid support for the project as approved in the preliminary report.

Document No. 9803 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11968.

E. Ordinance Amending Ordinance No. 11855, 2024 Budget for the City of Liberty, Missouri

The General Fund balance has continued to increase due to financial stewardship and financial prudence. As seen in the fund balance recap below, the General Fund balance percentage continues to grow each year. The current 37.9% General Fund balance is the result of prudent and conservative expenditure decisions each year, in addition to periodic incremental revenue increases. During the 2024 budget development discussions with the City Council, staff indicated they would undertake a mid-year review to determine if additional steps to manage the fund balance were warranted.

Below is a list of three one-time funding expenditures recommended by the Budget Committee on August 7, 2024.

- Decrease the future liability of Other Post-Employment Benefits (OPEB).
- Enhance health benefits for City employees by providing LifeScan physicals.
- Provide additional operational support to the Public Safety Sales Tax.

The one-time expenditure opportunities for approval are listed below:

Vacation Buyback	\$354,000
LifeScan Physicals for Employees	\$180,000
Additional Transfer from GF to PSST	\$3,000,000
TOTAL	\$3,534,000

Document No. 9804 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11969.

X. OTHER BUSINESS

XI. CITIZENS' PARTICIPATION

Gieselle Fest – 1407 Lynette Street, Ms. Fest thanked the Mayor and City Council for the opportunity to speak. Ms. Fest asked the City Council to please stop the legal action against the poor Clay Countians buried in Block 174. Ms. Fest asked the City Council to please let the people buried in Block 174 rest in peace.

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, Mr. Holtzclaw stated he has family members buried in Block 174 and he has the deed. Mr. Holtzclaw stated this is the 97th meeting where he has asked the City Council to please stop the revestment lawsuit as the City isn't the owner of Block 174.

- XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR
- XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL
- XIV. ADJOURNMENT

The meeting adjourned at 7:37 p.m.

Mayor

Attest:

Deputy City Clerk



**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 28, 2024

A/R No.: 2024-267

Department: Administration

Submitted By: Sara Cooke, Assistant City
Administrator/Strategic Communications
Officer

Subject: Motion to approve the purchase of a 2024 Ford F-250 4x4 Supercab Pickup from Blue Springs Ford for the Animal Control Department in an amount not to exceed \$51,297.00

Summary:

- Purchase one 2024 Ford F250 4x4 Super Cab Pickup for \$51,297.00 from Blue Springs Ford.
- Estimates were received from Blue Springs Ford, Chuck Anderson Ford and Thoroughbred Ford.
- Blue Springs Ford offered the lowest price, at \$51,297.00.
- This will provide a third vehicle for the Animal Control Division.

Background:

Animal Control currently has six Animal Control positions with a fleet of two Ford F-250s, which were purchased last year to replace two vehicles that were 10 and 20 years old. Purchasing a third Ford F-250 will provide consistency between vehicles and will allow for greater and more efficient coverage of the city for animal control calls.

Staff submitted a request in September through Ford's government fleet vehicles program for a 2024 Ford F250 4x4 Super Cab Pickup. Staff received estimates from Blue Springs Ford, Chuck Anderson Ford and Thoroughbred Ford. Blue Springs Ford offered the best pricing and anticipated delivery by the end of this year.

After the Animal Control Division takes delivery of the new Ford F-250, it will be outfitted with the same specialty animal transport boxes as the division's other vehicles.

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: 350-70001-165-000000	Amount: \$51,297.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2024 Ford F-250 Supercab Pickup Estimates for Animal Control



Preview Order 4041 - X2B 4x4 Super Cab SRW- City of liber



Preview Order 4041 - X2B 4x4 Super Cab SRW: Order Summary Time of Preview: 09/16/2024 14:04:02 Receipt: 9/13/2024

Dealership Name: Blue Springs Ford

Sales Code : F53118

Dealer Rep. kim koskovich

Customer Name City of liber

Type Fleet

Vehicle Line Superduty

Order Code 4041

Priority Code K3

Model Year 2024

Price Level 430

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 SUPERCAB PICKUP/164	\$53955	50 STATE EMISSIONS	\$0
164 INCH WHEELBASE	\$0	CAMPER PACKAGE	\$160
TOTAL BASE VEHICLE	\$53955	.HEAVY SERVICE FRONT SUSPENSION	\$0
OXFORD WHITE	\$0	SPARE TIRE AND WHEEL	\$0
40/20/40 CLOTH SEAT	\$0	POWERSCOPE TRAILER TOW MIRROR	\$280
MEDIUM DARK SLATE	\$0	AM/FM STEREO MP3/CLK	\$0
PREFERRED EQUIPMENT PKG.603A	\$0	JACK	\$0
.XLT TRIM	\$0	250 AMP ALTERNATOR	\$85
.7.3L DEVCT NA PFI V8 ENGINE	\$0	PRICE CONCESSION INDICATOR	\$0
10-SPEED AUTO TORQSHIFT	\$0	REMARKS TRAILER	\$0
LT275/65R18E BSW ALL SEASON	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
3.73 RATIO REGULAR AXLE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
JOB #2 ORDER	\$0	FUEL CHARGE	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
FRONT LICENSE PLATE BRACKET	\$0	PRICED DORA	\$0
CARPET DELETE	\$-50	ADVERTISING ASSESSMENT	\$0
PLAT FORM RUNNING BOARDS	\$445	DESTINATION & DELIVERY	\$1995
10000# GVWR PACKAGE	\$0		
TOTAL BASE AND OPTIONS		MSRP	
DISCOUNTS			\$56870
TOTAL		NA	\$56870

51297
OTD

ORDERING FIN: QC572 END USER FIN: QC572 PO NUMBER: 123456

INCENTIVES

Acc. Code ID :10 Contract/Ref # :34-800R Bid Date :07/02/24State : MO

DISCOUNTS:
\$-600.00

[Signature]
Final

Customer Name:
Customer Address:

Customer Email:
Customer Phone:



Preview Order 2659 - X2B 4x4 Super Cab SRW: Order Summary Time of Preview: 09/13/2024 16:42:13 Receipt: NA

Dealership Name: Thoroughbred Ford

Sales Code : F53002

Dealer Rep.	Johnathon Renner	Type	Fleet	Vehicle Line	Superduty	Order Code	2659
Customer Name	City of liber	Priority Code	K3	Model Year	2024	Price Level	430

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 SUPERCAB PICKUP/164	\$53955	10000# GVWR PACKAGE	\$0
164 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$53955	CAMPER PACKAGE	\$160
OXFORD WHITE	\$0	.HEAVY SERVICE FRONT SUSPENSION	\$0
40/20/40 CLOTH SEAT	\$0	SPARE TIRE AND WHEEL	\$0
MEDIUM DARK SLATE	\$0	POWERSCOPE TRAILER TOW MIRROR	\$280
PREFERRED EQUIPMENT PKG.603A	\$0	AM/FM STEREO MP3/CLK	\$0
.XLT TRIM	\$0	JACK	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	250 AMP ALTERNATOR	\$85
10-SPEED AUTO TORQSHIFT	\$0	PRICE CONCESSION INDICATOR	\$0
LT275/65R18E BSW ALL SEASON	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
3.73 RATIO REGULAR AXLE	\$0	FUEL CHARGE	\$0
JOB #2 ORDER	\$0	PRICED DORA	\$0
FRONT LICENSE PLATE BRACKET	\$0	ADVERTISING ASSESSMENT	\$0
CARPET DELETE	\$-50	DESTINATION & DELIVERY	\$1995
PLATFORM RUNNING BOARDS	\$445		
TOTAL BASE AND OPTIONS			MSRP
DISCOUNTS			\$56870
TOTAL			NA
			\$56870

Out The door

\$ 52,808.³²

ORDERING FIN: QC572 END USER FIN: QC572 PO NUMBER: 2659

SHIP TO : F53002

8501 N Boardwalk Avenue, Kansas City, MO, 64154-2580

INCENTIVES

Acc. Code ID :10 Contract/Ref # :34-800R Bid Date :07/02/24State : MO

DISCOUNTS:

\$-600.00

Customer Name:
Customer Address:

Customer Email:
Customer Phone:



Preview Order 1111 - X2B 4x4 Super Cab SRW: Order Summary Time of Preview: 09/13/2024 16:06:10 Receipt: NA

Dealership Name: Chuck Anderson Ford, Inc.

Sales Code : F53405

Dealer Rep.	NICHOLAS ANDERSON	Type	Fleet	Vehicle Line	Superduty	Order Code	1111
Customer Name	City of Liber	Priority Code	K3	Model Year	2024	Price Level	430

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 SUPERCAB PICKUP/164	\$53955	10000# GVWR PACKAGE	\$0
164 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$53955	CAMPER PACKAGE	\$160
OXFORD WHITE	\$0	.HEAVY SERVICE FRONT SUSPENSION	\$0
40/20/40 CLOTH SEAT	\$0	SPARE TIRE AND WHEEL	\$0
MEDIUM DARK SLATE	\$0	POWERSCOPE TRAILER TOW MIRROR	\$280
PREFERRED EQUIPMENT PKG.603A	\$0	AM/FM STEREO MP3/CLK	\$0
.XLT TRIM	\$0	JACK	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	250 AMP ALTERNATOR	\$85
10-SPEED AUTO TORQSHIFT	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
LT275/65R18E BSW ALL SEASON	\$0	FUEL CHARGE	\$0
3.73 RATIO REGULAR AXLE	\$0	PRICED DORA	\$0
JOB #2 ORDER	\$0	ADVERTISING ASSESSMENT	\$0
CARPET DELETE	\$-50	DESTINATION & DELIVERY	\$1995
PLATFORM RUNNING BOARDS	\$445		
TOTAL BASE AND OPTIONS			MSRP \$56870
DISCOUNTS			NA
TOTAL			\$56870

\$ 52,508.32

ORDERING FIN: QC572 END USER FIN: QC572

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 28, 2024

A/R No.: 2024-256

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: Resolution Approving a Liberty Community Center Alcoholic Beverage Service Application for a Small/Private Event to be held on November 10, 2024

Summary:

- Liberty Community Center Alcoholic Beverages Service Application for a small/private event to be held on November 10, 2024, from 10:00 a.m. to 2:00 p.m.
- Written notice of the request was provided to the Liberty School District (only property owner within 100 feet of the proposed location).

Background:

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

Andrea Graf is hosting a small/private event to be held at the Liberty Community Center on November 10, 2024, from 10:00 a.m. to 2:00 p.m. The applicant has completed an LCC Alcoholic Beverages Service Application, requesting authorization to serve alcohol at the event. This is a small private event. In accordance with the statute, written notice was provided to the Liberty School District (only property owner within 100 feet of the proposed location) on October 7, 2024, notifying them of the application and the meeting date that Council will consider the application. The staff have confirmed School District receipt of the notice and there are no other district events in the Community Center that day.

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 LCC liquor application_Andrea Graf

RESOLUTION NO. _____

A RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC
BEVERAGES SERVICE APPLICATION FOR A SMALL/PRIVATE EVENT
TO BE HELD ON NOVEMBER 10, 2024

WHEREAS, a Liberty Community Center Alcoholic Beverages Service application has been duly and properly presented to City Council; and

WHEREAS, the City Council finds that the application conforms to the standards and requirements of the Alcoholic Beverage Policy for Liberty Parks and Recreation Facilities; and

WHEREAS, Section 311.080 of the Missouri Revised Statutes states that no license shall be granted for the sale of intoxicating liquor, as defined in this chapter, within one hundred feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent in writing of the board of alderman, city council, or other proper authorities of any incorporated city, town or village; and

WHEREAS, in accordance with Chapter 311 of the Missouri Revised Statutes, 10 days' written notice was provided to all owners of property within 100 feet of the proposed premises;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that the LCC Alcoholic Beverages Service Application is approved and consent is hereby granted to Andrea Graf for a small/private event to be held at the Liberty Community Center on November 10, 2024 from 10:00 a.m. to 2:00 p.m.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**
Meeting Date: October 28, 2024
A/R No.: 2024-270

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: Resolution Amending Resolution No. 3344, Appointing Directors to the Liberty Corners Community Improvement District Board of Directors, By Amending the CID Name to be the 901 S. 291 Community Improvement District

Summary:

Background:

City Council previously approved Resolution No. 3344 on August 14, 2023. However, the CID named in the Resolution title was incorrect and should have read 901 S. 291 Community Improvement District and the terms commencing July 19, 2023 and expiring on July 19, 2026 should have read terms commencing February 15, 2023, expiring August 11, 2026 and hereby amended as such.

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 Amending Resolution No. 3344

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 3344, APPOINTING DIRECTORS TO THE LIBERTY CORNERS COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS, BY AMENDING THE CID NAME TO BE THE 901 S. 291 COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, on August 14, 2023, the City Council approved a Resolution Appointing Directors to the Liberty Corners Community Improvement District (CID) Board of Directors; however, the CID named in the Resolution Title was incorrect and should have read 901 S. 291 Community Improvement District; and

WHEREAS, the terms commencing July 19 2023 and expiring on July 19, 2026 should have read terms commencing February 15, 2023, expiring August 11, 2026; and are hereby amended as such.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, a Resolution amending Resolution No. 3344 is approved.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

City Council Meeting

Regular Session Minutes
September 23, 2024

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on September 23, 2024 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

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

Council Members Absent: None

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

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

IV. PROCLAMATIONS

V. APPROVE MINUTES AND SUMMARIES

A. Regular Session Minutes of August 12, 2024

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

B. Regular Session Minutes of August 26, 2024

Council Member Gentrup moved to approve the minutes as distributed. Council Member Phillips seconded the motion, which carried 6-0-2. Council Members Graham and Hagan abstained due to absence.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

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

Soroptimist International has applied for a temporary liquor license to serve alcohol for the Fall Fashion Show Fundraiser event on Saturday, October 19, 2024. Because the public will have access to the event, 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 application will be considered.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3411.

VIII. PUBLIC HEARINGS

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

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

The planning process included review of existing plans and initiatives. Existing conditions were cataloged: including zoning and land-uses, existing building age and condition, parking, traffic and walkability analysis for the area, and topographical constraints on the area such as slope and floodplain. A market analysis was included to understand the supply and demand dynamics, as well as a review of the existing residential and commercial 353 Property Tax Abatement programs and Downtown CID.

The process also included stakeholder engagement to understand the perspective of customers, business owners, and residents.

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

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

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

Jamiel Yameen – 840 Scott Drive, Mr. Yameen stated he has been a resident of the City of Liberty for over 30 years and he is also a member of the Downtown Task Force. Mr. Yameen stated it's the City of Liberty's time as we have watched communities around us take initiatives to build opportunities within their community and Mr. Yameen believes this infill plan will do the same for the City of Liberty. Mr. Yameen feels strongly for this plan and he requests the City Council support it.

Craig Swanson – Mr. Swanson is also a member of the Downtown Task Force and has lived in the City of Liberty for over 20 years. Mr. Swanson said he has been on several task forces during those 20 years and it's pretty cool to see everything coming together in our community and he encourages the City Council to adopt this plan.

Daniel Tachman – Mr. Tachman told the City Council he really liked the Infill Concept Plan but he is concerned about Fall Festival and the carnival as there will be no place to put it. Mr. Tachman suggested to the City Council about relocating Fall Festival to Ruth Moore Park as there is lots of room in that area.

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

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3412.

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

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

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

The architect Henry Klover, Klover Architects, 8813 Penrose Lane, Suite 400, Lenexa, KS 66219 had a presentation for City Council.

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

David Langston – 1920 Carter Court, Mr. Langston stated everyone's looked at that hole over the last seven years and he believes people are tired of it. Mr. Langston said there is a great opportunity here especially with a developer who is interested in putting their money into our community to help make it a better place. Mr. Langston said the new proposed building is beautiful and it would be hard to oppose this idea as it is going to make our City so much better.

Carly Riley – 402 W. Franklin Street, Ms. Riley wanted to discuss from the Master Plan the topography of the square. Ms. Riley states that on every corner of the square there are steep slopes and many citizens of all ages struggle with this on a daily basis. She was hoping to take this opportunity to speak to see if there is something that can be done with this plan to help with the topography? Secondly, Ms. Riley is concerned with the design concept. She has heard from several members of our community that they don't love it and she wants to make sure their voices are heard. Lastly, Ms. Riley wants to raise concern about the flat brick work and windows. She believes different depths of brick and a slight change in the scale of windows would make the appearance nicer.

Daniel Tachman said he loves this idea but he wants to make sure the remaining buildings don't get damaged during this process.

Charles Small – 1331 Wildbriar Lane, Mr. Small said he has been a building owner on the square since 1990. Mr. Small stated with all of the development going on within the City of Liberty, he believes this project to be the most complicated due to the terrain and the buildings surrounding it. Mr. Small agrees that this project just seems to fit and he requests City Council to approve it.

John Kennebeck owner of 3 Halves Brewing Company stated he likes the renderings and believes it is fitting for the location as he knows how difficult the topography is. Mr. Kennebeck is concerned with how this development may affect his business and parking with disruption from construction.

Jeanne Ralston – Ms. Ralston said she came into this meeting tonight with her own opinions and very little facts about this project but she has now been informed and she is completely in favor of the proposal as she thinks it's beautiful.

Ken Boschert stated he has lived in Liberty for over 45 years and he appreciates the opportunity to speak and he is in total support of this project. Mr. Boschert hopes the City Council approves this project so the ball can get rolling.

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

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3413.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

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

Document No. 9805 was read.

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

Roll Call

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11970.

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

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

typically provide a more consistent and stable funding source for budget planning, especially for ongoing operational costs.

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

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

Levy Calculations

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

Impact of City Operating and Parks Funds and Illustration of Impact on Bills: Based on the average individual real estate property assessment value of \$299,103 for 2024. Individual property assessments will vary from average, some higher and some lower.

Residential Impact - Hancock Maximum	Current 2024 Levy	Proposed Levy	Annual Difference
	0.8751	0.8751	
Home Value	300,000	299,108	
19% Assessment Factor	57,000	56,831	
Taxes	498.81	497.32	(1.48)

P

Residential Impact - Revenue Neutral	Current 2024 Levy	Proposed Levy	Annual Difference
	0.8751	0.8592	
Home Value	300,000	299,108	
19% Assessment Factor	57,000	56,831	
Taxes	498.81	488.29	(10.52)

Document No. 9806 was read.

Action: Council Member Phillips moved to amend the ordinance by choosing a revenue neutral option. Council Member Ponder seconded the motion.

Vote: Motion passed 5-4-0

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

No: Council Members Travis, Graham, Watt and Hagan

Abstain: None

Mayor Canuteson voted yes on the amendment, breaking the tie vote.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11971.

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

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

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

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

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

Alfred Benesch & Co. (Benesch)
Cook, Flatt and Strobel, Inc. (CFS)
Crawford, Murphy & Tilly, Inc. (CMT)

Great River Engineering, Inc. (GRE)
JEO Consulting Group (JEO)
McClure Engineering Co. (McClure)
OWN, Inc. (OWN)
TranSystems Corporation
Veenstra & Kimm, Inc.
Walter P Moore. Inc.

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

Phase I:

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

Phase II:

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

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

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

Document No. 9807 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11972.

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

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

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

Document No. 9808 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11973.

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

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

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

Document No. 9809 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11974.

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

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

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

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

Document No. 9810 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11975.

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

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

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

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

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

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

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

Document No. 9811 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-1-0

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

No: Council Member Watt

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11976.

H. Resolution Accepting the Storm Sewer, Sanitary Sewer and Water Main Improvements for the Withers Farm Senior Living Project

The Withers Farms Senior Living Apartments development is located at 2187 S. Withers Road. The development constructed public storm sewers, public sanitary sewer mains, and public water mains to facilitate the construction of apartment buildings and a clubhouse. The public improvements were constructed by Excel Constructors, Inc. in accordance with City plans and specifications.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3414.

I. Resolution Authorizing the Mayor to Execute a Rehabilitation Agreement with the Liberty Commons Community Improvement District

The Liberty Commons Community Improvement District may exercise its powers to provide or contract for cleaning, maintenance and other services to public and private property located within the District. The City and the District have determined that certain improvements within the development have fallen into disrepair and that rehabilitation of the area will benefit the public by improving the streetscape and other publicly enjoyed esthetics within the District.

Under this agreement, the City will work to rehabilitate improvements within the District as fully outlined in the agreement.

The City will have until June 30, 2025, to complete work under this agreement. Once all possible work is completed, the City shall request reimbursement of actual costs from the District up to a maximum of \$200,000.00.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3415.

J. Resolution Authorizing Acceptance of a Financial Assistance Agreement with The Missouri Department of Natural Resources for the Reimbursement of Cost for Use of Recycled Materials for the Playground Safety Surface at the Playground off of Park Lane in Westboro/Canterbury Park

In 2025, the Park staff plans to upgrade the playground surface at the playground off of Park Ln. in Westboro/Canterbury Park from mulch to a recycled scrap tire safety surface. This recycled pour-in-place surface is preferred because it makes the playground more inclusive, and frees up funds from the labor and supplies used to remulch playgrounds each year.

The City of Liberty Parks and Recreation Master Plan (Goal 3, Objective 3.4) recommends making all parks inclusive and accessible. According to the associated community survey, having accessible and safe playgrounds in parks was rated a "High Priority" item. This rating indicates that any improvements in this area are likely to have a positive impact on the greatest number of households. Safety surface replacement in this playground is highly desirable and has been requested from citizens that use the park. This project meets that neighborhood request.

The Missouri Department of Natural Resources has an annual grant opportunity to apply for a reimbursement grant for scrap tire playground surfaces. Staff applied for a \$40,000.00 grant, which will cover the majority of the project expenses. Staff anticipate the project will cost around \$43,000.00 total. Funding required over the grant reimbursement amount will be covered by the 2025 Parks & Recreation budget.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3416.

X. OTHER BUSINESS

A. Boards and Commissions Reappointments

1. Enhanced Enterprise Zone Board
 - a. Reappoint Ralph Boots to a term expiring 8/1/2028.
 - b. Reappoint Wes Blanton to a term expiring 8/1/2029.

- c. Reappoint Kenan Radar to a term expiring 8/1/2029.
- 2. Liberty Preservation & Development Commission
 - a. Reappoint Don Altis to a term expiring 9/1/2027.
 - b. Reappoint Dail Hobbs to a term expiring 9/1/2027.
- 3. Planning & Zoning Commission
 - a. Reappoint Walter Holt to a term expiring 1/1/2027.
 - b. Reappoint Donald Summers to a term expiring 1/1/2027.
 - c. Reappoint Judith Dilts to a term expiring 1/1/2027.
- 4. Tax Increment Financing Commission
 - a. Reappoint Kevin Graham to a term expiring 10/31/2028.

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

Vote: Motion passed 7-0-1
Yes: Council Members Phillips, Ponder, Pozel, Travis, Watt, Gentrup and Hagan
No: None
Abstain: Council Member Graham

XI. CITIZENS' PARTICIPATION

Gieselle Fest – 1407 Lynette Street, Ms. Fest thanked the City Council for the opportunity to speak. Ms. Fest stated all of the families of those buried in Block 174, want it to be left alone so their family members can rest quietly and peacefully. Ms. Fest asks that the City Council acknowledge the past and move on.

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, Mr. Holtzclaw stated he descends from Liberty's first-born child and he has a couple centuries or more of family history in the City of Liberty. Mr. Holtzclaw stated the meaning of revestment means to take back property you previously owned and that the City of Liberty doesn't have a deed for Block 174. Mr. Holtzclaw informed the audience that there is a deed recorded in Book 120, Page 36 over at the Clay County Recorder of Deeds Office. Mr. Holtzclaw stated this is his 98th City Council Meeting and Liberty's history is his family's history and he asks the City Council to please stop the revestment lawsuit.

XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIV. ADJOURNMENT

The meeting adjourned at 8:52 p.m.

Attest:

Mayor

Deputy City Clerk



CITY COUNCIL ACTION REPORT

Meeting Date: October 28, 2024

A/R No.: 2024-266

Department: Human Resources & Risk Management

Submitted By: Amy Blake, Director HR & Risk Management

Subject: Motion to Approve the Appointment of Chris Young as the Fire Chief

Summary:

Motion to approve the appointment of Chris Young to the Fire Chief.

Background:

The recommendation to appoint Chris Young to the Fire Chief follows the retirement announcement of Chief Mills and a multi-state recruitment search. The process brought thirteen applicants for review, and five were selected for a first interview. Members of the Department Head Team, City Council, Fire Chiefs Association, departmental employees and representation from IAFF Local 42 participated in the interview panels and selected only Mr. Young to proceed to the next step. The City Administrator interviewed Chris Young and deemed him to best align with departmental and City goals, mission and values.

Mr. Young is currently the Fire Support Services Chief and has served in this role since August 2019. He has served the Liberty Fire Department since June 2007, starting as a firefighter/medic and being awarded a promotion to Captain in May 2015 and then again to Assistant Chief in 2019. He currently serves as the Secretary/Treasurer for the Northland Fire Chiefs and is an adjunct instructor and evaluator for the Blue River Fire Academy. Mr. Young is actively involved in all aspects of departmental management, including creating standard operating procedures (SOP's), union negotiations and the labor management committee. He is very well known and respected within the metro due to his professionalism and volunteer duties through Northland Fire Chiefs Training Committee, Mine Rescue Team, Peer Fitness Trainer and Peer Counselor. Mr. Young is the City's resident expert for the Life Scan Program and has been a vital member of the City's Management Team.

The City looks forward to the strategic thinking skills and leadership that Mr. Young will bring during his tenure as the new Fire Chief.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

None



STAFF REPORT

Planning and Zoning Case 24-31FDP

Staff: Michael Peterman, Asst. Director of Planning and Development

Date: October 28, 2024

GENERAL INFORMATION

Application: **Final Development Plan for Liberty Parkway Apartments. A 328 unit apartment complex on 17.43 acres at the NE corner of South Liberty Parkway and Flintlock Road with a variance for reduced right-of-way width on Plummer Road.**

Applicant: Stephanie Stone
NSPJ Architects
9415 Nall Ave., Ste. 300
Prairie Village, KS 66207

Property Owner: GFI Capital Holdings, LLC
45 Broadway Fl 27
Lee's Summit, MO 64086

Location: 17.3 +/- acres north of South Liberty Parkway between Plummer Road and Flintlock Road.

Existing Land Use/Zoning: Undeveloped / PD, Planned Development

Future Land Use Designation: Multi-Family Residential

Surrounding Land Uses/Zoning: **Northwest:** Religious Retreat Center/ R-P3 "One-Family Cluster District"
Northeast: Immaculata Manor /R-1A "Suburban Residential"
South: South Liberty Parkway
East: Undeveloped / PD "Planned Development" for apartments
West: Flintlock Road

Public Notice: Legal Notice printed in Courier Tribune- September 19
Letter sent to property owners within 185 ft on September 20
Sign Posted on site on September 20

File Date: August 1, 2024

PREVIOUS CASES

PZ Case 24-30FP: Final Plat for Liberty Parkway Apartments. Two lots on 18.4 +/- acres is running concurrently with this application.

PZ Case 22-59R&PDP: Rezoning & Preliminary Development Plan Rezoning to PD "Planned Development" for Liberty Parkway Apartments was approved by the City Council March 13, 2023.

PZ Case 22-60PP: Preliminary Plat for 2 lots was approved by City Council March 13, 2023.

PZ Case 22-41A: Future Land Use Map Amendment from Commercial to High Density Residential was approved by the City Council September 26, 2022

PZ Case 16-30A: Future Land Use Amendment for South Liberty Parkway Phase I was approved by the City Council in February 2017.

PZ Case 16-17FDP: Final Development Plan to allow the development of Liberty Parkway Heights, Phase I, a 204 unit multi-family development was approved by the City Council April 25, 2016

PZ Case 16-18FP: Final Plat of Liberty Parkway Heights was approved by the City Council April 25, 2016

PZ Case 16-11R&PDP: Rezone and Preliminary Development Plan was approved by City Council March 28, 2016

PZ Case 16-12PP: Preliminary Plat for 3 lots was approved by City Council March 28, 2016

*The 2016 approvals of the Planned Development zoning and Development Plans sunset after two years of inactivity.

APPLICANT'S PROPOSAL

Summary

This is an application for 7 buildings with 328 apartment units on 17.43 acres. The apartments will be on the southern portion of the site abutting South Liberty Parkway on the south, Flintlock Rd. on the west and Plummer Rd. on the east. A new public road, Mercy Drive, is proposed on the north end of the site that will connect Flintlock Road and Plummer Road.

Variance

The applicant is requesting a variance from Section 30-93.3, Design specifications, streets and alleys, to reduce the width of the Plummer Road Right-of-Way (ROW). An existing easement owned by Evergy abuts the existing Plummer Road on the west. The applicant is proposing to not extend the ROW into that easement thus creating a conflict between the City ROW and an existing Evergy easement. The current City standard specifies a ROW width of 64'. However, a reduced ROW width of 55 feet is requested. The applicant Variance Request is attached as **Exhibit C**.

Use

The proposed use is for a multi-family residential development. This land use is permitted as part of this Planned Development zoning.

Site Design

The multifamily residential development is comprised of 7 buildings that are 4/5 stories tall. A clubhouse, pool, and sport courts are being proposed as amenities to the site. The buildings are situated throughout the site and provide significant open space between the buildings. The site proposes to have 8.22 acres of open space. The applicant is proposing a 35-foot building setback from property lines along South Liberty Parkway and Flintlock for the apartment buildings. There is a storm water detention basin on the southwest corner.

Access/Circulation/Parking

The proposal includes one entrance from South Liberty Parkway, two entrances on Plummer Road, and full access on Flintlock Road from the new Mercy Drive on the north. Plummer Road and South Liberty Parkway will be signalized and fully improved to city standards. Access on South Liberty Parkway from the development will have a restricted turning movement, allowing for a right in and right out only.

There are 566 total parking spaces for this residential portion. The proposed number of parking stalls meets the standards within the Unified Development Ordinance (UDO) which requires 1.7 parking stalls for each dwelling unit in an apartment complex.

New sidewalks will be installed on the west side of Plummer Road and throughout the site for pedestrian connectivity. There are existing sidewalks along Flintlock and South Liberty Parkway. Site and parking lot lighting must be designed to minimize light spillage onto neighboring properties.

Building Design/ Signage/Lighting

The 7 residential buildings will be comprised primarily of vertical lap siding, board and batten siding, and stone accents with asphalt composition roofing. The proposed buildings are 4 and 5 stories in height. The 5 story buildings have an exposed basement level on one side. The tallest height is 64 feet to the top of the peak of a building. The clubhouse with similar design is also proposed.

Landscaping/ Open Space/ Tree Preservation

The residential portion exceeds the 20% open space requirements by providing just over 47% (8.22 ac) open space on site. Ornamental trees, evergreens and shrubs are planned throughout the site.

The Landscaping plan proposes 232 trees and over 800 shrubs planted throughout the site. The landscaping meets the requirements set forth in the UDO Section 30-97.4

As no parkland has been identified for this project, a fee-in-lieu of parkland dedication of \$102,336 will be due as required in Section 30-94.1 of the UDO prior to recording the Final Plat.

PUBLIC INFRASTRUCTURE

The submitted plans for this application have been evaluated in accordance with the adequate public facilities ordinance. The detailed Public Improvement plans are currently in review by the Public Works and Utilities departments. Final approval of these plans must be obtained prior to building permits being issued.

Streets

The proposed residential portion includes two entrances on Plummer Road, an access off of South Liberty Parkway, an entrance from Mercy Drive on the north and a private drive that will loop through the site. Plummer Road will be signalized and fully improved to city standards. Access on South Liberty Parkway from the development will have a restricted turning movement, allowing for a right in/right out. A full turning movement will be allowed from Mercy Drive on to Flintlock Road.

Sanitary Sewer

Sanitary service will be provided via an 8" public sewer main that runs to the site across South Liberty Parkway at the southwest corner.

Water

Water service will be provided by Public Water Service District 2. The site will connect to an 8" Public Water Service District line. Water districts serve their designated areas and by state law municipalities cannot provide service in those areas unless a mutually agreed upon release is granted.

Stormwater

Stormwater will be collected by an on-site collection system directed to the storm water detention areas located on the site, then released into the Liberty stormwater system at an acceptable rate.

STAFF ANALYSIS

In accordance with the UDO, staff's analysis of a Final Development Plan application follows section 30-27.8. Before staff may recommend approval, the UDO requires the following be determined:

1. The plan substantially complies with the intent of the comprehensive plan;

The City's Comprehensive Plan, *Leading Liberty Forward*, includes this property within its Multi-Family Residential Future Land Use designation. This land use category is typical for areas where apartments are considered appropriate. As such, this application substantially complies with the intent of the Comprehensive Plan and this Future Land Use designation.

2. The plan complies with the provisions of this UDO;

Staff finds that the application substantially conforms to the requirements set forth in the UDO for development within the Planned Development District but for the variance to reduce the width of the Plummer Road Right of Way.

3. The plan substantially complies with approved city development standards and policies;

Staff finds that this application fully complies with the intent of city development standards and policies.

4. The plan substantially complies with the approved preliminary development plan, where applicable.

Staff finds that this application does substantially comply with the preliminary development plan.

STAFF RECOMMENDATION

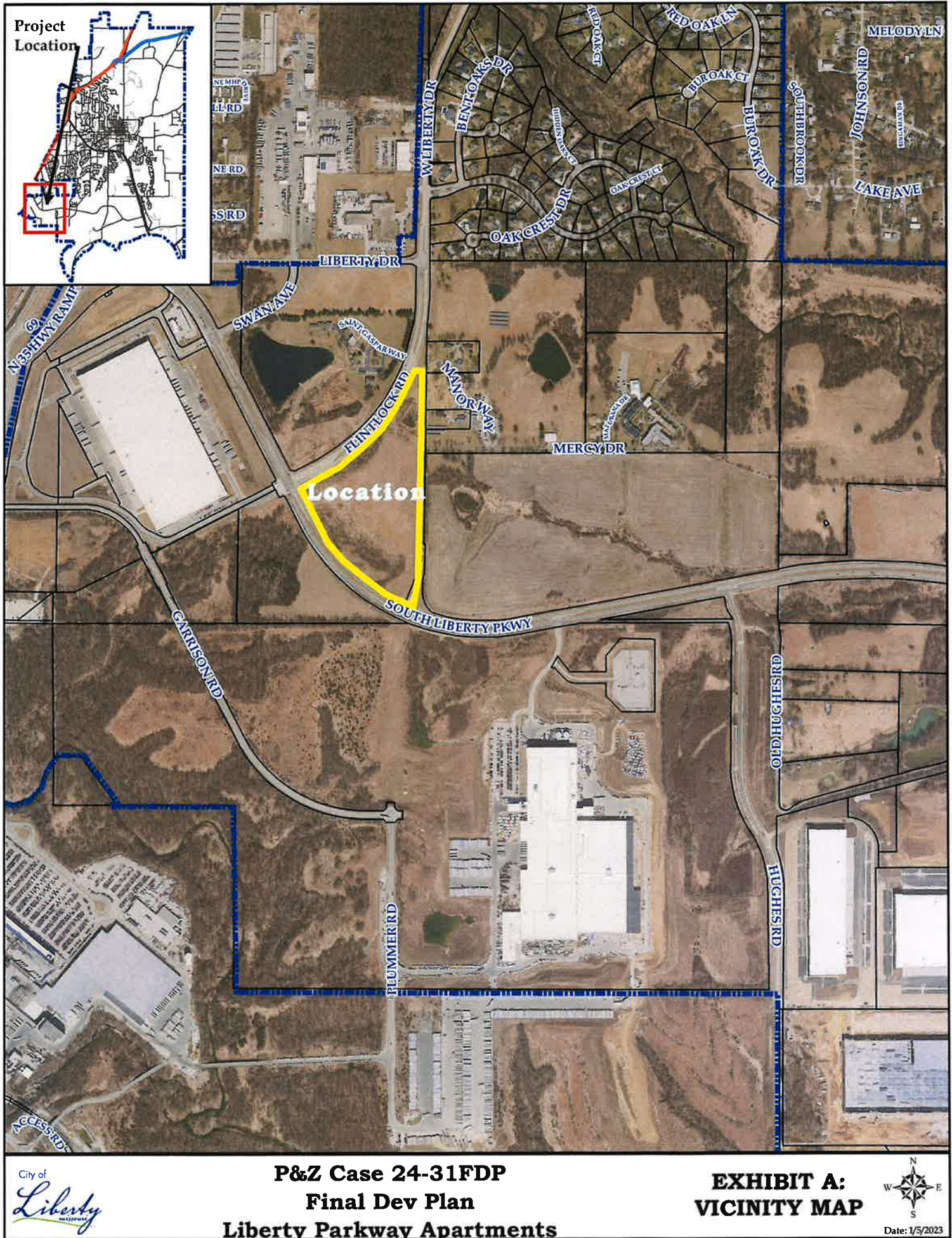
Staff finds that this application meets the standards of review for a final development plan if the variance for reduced Right of Way for Plummer Road is accepted. Staff recommends approval of P&Z Case 24-31FDP

PZ RECOMMENDATION

At its October 8, 2024 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 24-31FDP with the variance as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Applicant's proposal
Exhibit C:	Variance Request
Exhibit D:	Site Plan
Exhibit E:	Elevations
Exhibit F:	Landscaping Plan
Exhibit G:	Minutes Excerpt from Planning & Zoning Commission meeting
Exhibit H:	Resolution





July 26th, 2024

Katherine Sharp
Director of Planning & Development
101 E. Kansas
Liberty, MO 64069

Re: **Final Development Plan Submittal**
Liberty Parkway Apartments

Dear Ms. Sharp:

Please see the attached Final Development Plan submittal for Liberty Parkway Apartments at S. Liberty Pkwy and Flintlock Rd. for your review and approval. The intent of this letter is to describe any minor changes from the approved Preliminary Development Plan. The following updates are a result of further coordination with the leasing team, ownership, project consultants, as well as further study of local market trends.

Site (sheets C0– C12)

Building 4 has moved approximately 50 feet to the north to minimize retaining walls. Accessible parking stalls have been added to the freestanding and tuck under apartment building garages. Accessible routes to all buildings and accessory structures have been confirmed. The dog park has relocated to a flatter area of the site. An internal drive between buildings 1 and 3 has been adjusted for grading. Landscaping plantings have been further detailed.

Clubhouse and Amenities (sheets A7.00 – A7.06)

The clubhouse pool has been revised to include sun shelves, a blade style waterfall, and better accessible access to the pool. Shade structures on the pool deck level have been enlarged and replaced rarely used balconies. The fitness space in the clubhouse has been enlarged and now includes yoga and CrossFit equipment as well as a spin classroom. Coworking spaces and meeting rooms have been added while Mailroom and package room have been enlarged to better account for post pandemic packaging demands.



The pickleball courts have been expanded to include grill stations, shade structures and shade trees. The pickleball courts have been reoriented to better respond to grading and prevent glare while residents are playing. Evergreens now line the eastern edge to provide acoustic relief to the adjacent building 3.

Apartments (sheets A2.00 – A3.07)

The plans of the apartment buildings have been for minor unit plan changes, primarily to accomplish more modern kitchen layouts. The exterior elevations have been modestly modified to accomplish a more transitional aesthetic with brick in lieu of stone, modifications to trim, more horizontal transitions in siding textures, and new bracket details at the balconies. Please see attached colored PDP elevations for comparison.

Thank you for your time and support of this project. We are looking forward to working with the city of Liberty on creating this new apartment community.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Theresa Sipe Curtis', is written over a light blue circular background.

Theresa Sipe Curtis
Assoc. Principal Architect, Vice President
NSPJ Architects, P.A.

Previous Case:

P&Z Case 22-59R&PDP: Rezoning & Preliminary Development Plan Rezoning to PD "Planned Development" for Liberty Parkway Apartments. A 328-unit apartment complex and 16,000 sq. ft. of commercial space on 17 +/- acres at South Liberty Parkway and Flintlock Rd.



9801 Renner Boulevard
Lenexa, KS 66219

September 27, 2024

City of Liberty
Michael J. Peterman, AICP
101 E Kansas St.
Liberty, MO 64068

RE: P&Z Case 24-31FDP-A Amended Development Plan for Liberty Pkwy Apts
Variance Request

We are writing to request a variance from the City of Liberty standards regarding the required right-of-way (ROW) width adjacent to the above referenced project. The current City standard specifies a ROW width of 64'. However, a reduced ROW width is requested due to the presence of an existing Evergy easement along the west side of the street. The requested ROW is 32' to the east from the center line of Plummer Road and 23' to the west for a total proposed ROW width of 55'.

The City of Liberty has communicated a desire to maintain exclusive rights to the street ROW and not share portions of the existing Evergy easement. As a result of the reduced ROW width, the majority of the future sidewalk along the west side of Plummer Road is not within the ROW and is designated as private.

We appreciate your consideration of this request and are available to discuss any questions or concerns.

Sincerely,

GEORGE BUTLER ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Jay Healy', with a stylized, flowing script.

Jay Healy, P.E.





2 BLDG LAYOUT A - RIGHT
1/8" = 1'-0"



1 BLDG LAYOUT A - FRONT
1/8" = 1'-0"

EXTERIOR MATERIAL LEGEND:

- 01 DARK SLATE (HARDWOOD)
- 02 VERTICAL WOOD BOARD - CHINA
- 03 VERTICAL WOOD BOARD - CHINA
- 04 VERTICAL WOOD BOARD - CHINA
- 05 SMOOTH PANEL - CHINA
- 06 VERTICAL WOOD BOARD - CHINA
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nspl
ARCHITECTS
ARCHITECTURE
LANDSCAPE
ARCHITECTURE
P. 913.831.1415
NSPJARCH.COM
PRAIRIE VILLAGE
KANSAS 66207

OFFICE: 1000 N. 10TH ST. SUITE 100
PRAIRIE VILLAGE, KS 66207
PHONE: 913.831.1415
FAX: 913.831.1416
WWW.NSPJARCH.COM

LIBERTY PARKWAY APARTMENTS
S. LIBERTY PARKWAY & N. FLINTLOCK ROAD,
LIBERTY, MISSOURI

PROJECT DESCRIPTION:
LIBERTY PARKWAY APARTMENTS
1000 N. 10TH ST. SUITE 100
PRAIRIE VILLAGE, KS 66207

REVISIONS

NO.	DATE	DESCRIPTION
1	07.25.24	ISSUED FOR PERMIT
2	08.01.24	ISSUED FOR PERMIT
3	08.01.24	ISSUED FOR PERMIT
4	08.01.24	ISSUED FOR PERMIT
5	08.01.24	ISSUED FOR PERMIT
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LIBERTY PARKWAY APARTMENTS
S. LIBERTY PARKWAY & N. FLINTLOCK ROAD,
LIBERTY, MISSOURI

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR LIBERTY PARKWAY APARTMENTS, A 328 UNIT APARTMENT COMPLEX ON 17.43 ACRES AT THE NE CORNER OF SOUTH LIBERTY PARKWAY AND FLINTLOCK ROAD IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for Liberty Parkway Apartments. A 328-unit apartment complex on 17.43 acres at the NE corner of South Liberty Parkway and Flintlock Road in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on October 8, 2024 and City Council on October 28, 2024; and

WHEREAS, pursuant to the Unified Development Ordinance (UDO) of the City of Liberty, the City Council finds that the final development plan described duly conforms to the standards and requirements of ordinances in place at the time of the application except for the following variance:

- A variance request to reduce the width of the Plummer Road Right-of-Way from 64 feet to 55 feet to not conflict with an existing easement. (UDO Section 30-93.3);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for Liberty Parkway Apartments. A 328-unit apartment complex on 17.43 acres at the NE corner of South Liberty Parkway and Flintlock Road in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 24-30FP

Staff: Michael Peterman, Asst. Director of Planning and Development

Date: October 28, 2024

GENERAL INFORMATION

Application: **Final Plat for Liberty Parkway Apartments, 2 Lots on 18.43 acres at South Liberty Parkway and Flintlock**

Applicant: Stephanie Stone
NSPJ Architects
9415 Nall Ave., Ste. 300
Prairie Village, KS 66207

Property Owner: GFI Capital Holdings, LLC
45 Broadway Fl 27
Lee's Summit, MO 64086

Location: 18.43 +/- acres north of South Liberty Parkway between Plummer Road and Flintlock Road.

Existing Land Use/Zoning: Undeveloped / PD, Planned Development

Future Land Use Designation: Multi-Family Residential

Surrounding Land Uses/Zoning: **Northwest:** Religious Retreat Center/ R-P3 "One -Family Cluster District"
Northeast: Immaculata Manor /R-1A "Suburban Residential"
South: South Liberty Parkway
East: Undeveloped / PD "Planned Development" for apartments
West: Flintlock Road

File Date: August 1, 2024

PREVIOUS CASES / SITE HISTORY

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PZ Case 16-17FDP: Final Development Plan to allow the development of Liberty Parkway Heights, Phase I, a 204 unit multi-family development was approved by the City Council April 25, 2016.

PZ Case 16-18FP: Final Plat of Liberty Parkway Heights was approved by the City Council April 25, 2016.

PZ Case 16-11R&PDP: Rezone and Preliminary Development Plan was approved by City Council March 28, 2016.

PZ Case 16-12PP: Preliminary Plat for 3 lots was approved by City Council March 28, 2016.

*The 2016 approvals of the Planned Development zoning and Development Plans sunset after two years of inactivity.

APPLICANT'S PROPOSAL

Technical Information

This is final plat for 2 lots for Liberty Parkway Apartments. The proposal is to build 7 apartment buildings on 17.3 acres. The apartments are proposed on Lot 1. Lot 2 was approved for a commercial building. The proposal also includes the connection of Flintlock Road and Plummer Road by creating a public road, Mercy drive, on the north end of the development.

Park dedication

As no parkland will be dedicated with this development a fee is required to be paid in the amount of \$102,336 as required in Section 30-94.1 of the UDO prior to recording the Final Plat.

PUBLIC INFRASTRUCTURE

FACILITY	CITY STANDARD	STATUS
Streets	Direct connection to fully improved street network	The proposed residential portion includes two entrances on Plummer Road, an access off of South Liberty Parkway, an entrance from Mercy Drive on the north and a private drive will loop through the site. Plummer Road will be signalized and fully improved to city standards. Access on South Liberty Parkway from the development will have a restricted turning movement, allowing for a right in/right out. A full turning movement will be allowed from Mercy Drive on to Flintlock Road
Sanitary Sewer	Direct, gravity flow connection	Sanitary service will be provided via an 8" public sewer main that runs to the site across South Liberty Parkway at the southwest corner.
Water	Direct connection to City water services	Water service will be provided by Public Water Service District 2. The site will connect to an 8" Public Water Service District line.

Storm Water	All storm water must be released from the site at an acceptable rate	Storm water will be collected on the property and directed into a combination of storm water quality best management practices and a storm water detention basin located on the southwest portion of the property, in Tract A. Storm water released from the development will be managed to reduce offsite erosion potential or additional erosion prevention measures will be designed and constructed.
-------------	--	--

STAFF ANALYSIS

In accordance with the UDO, staff's analysis of a Final Plat application is guided by Section 30-28.14.

- 1. The final plat substantially complies with the intent of the comprehensive plan;**
The City's Comprehensive Plan, *Leading Liberty Forward*, includes this property within its Multi-Family Residential Future Land Use designation. This land use category is typical for areas where apartments are considered appropriate. As such, this application substantially complies with the intent of the Comprehensive Plan and this Future Land Use designation.
- 2. The final plat complies with the provisions of this UDO;**
The proposed plat complies with all standards of the UDO.
- 3. The final plat substantially complies with approved city development standards and policies;**
The proposed plat has direct access to water, sewer, and the public street network and substantially complies with City standards and policies.
- 4. The final plat substantially conforms to the approved preliminary plat, when applicable;**
The proposed plat substantially conforms to the previously-approved preliminary plat.
- 5. All public works elements have been designed to city specifications and certified by the city engineer;**
All public improvement plans have been submitted and will be approved prior to the recordation of this plat.
- 6. All necessary easements, dedications, vacations, and other agreements have been accepted or approved.**
All easements and dedications have been reviewed and approved by the City Engineer and will be accepted with the approval and recordation of this plat.

STAFF RECOMMENDATION

Staff finds the application meets the standards of review for a Final Plat in Section 30-28.14 of the UDO and recommends approval of P&Z Case 24-30FP.

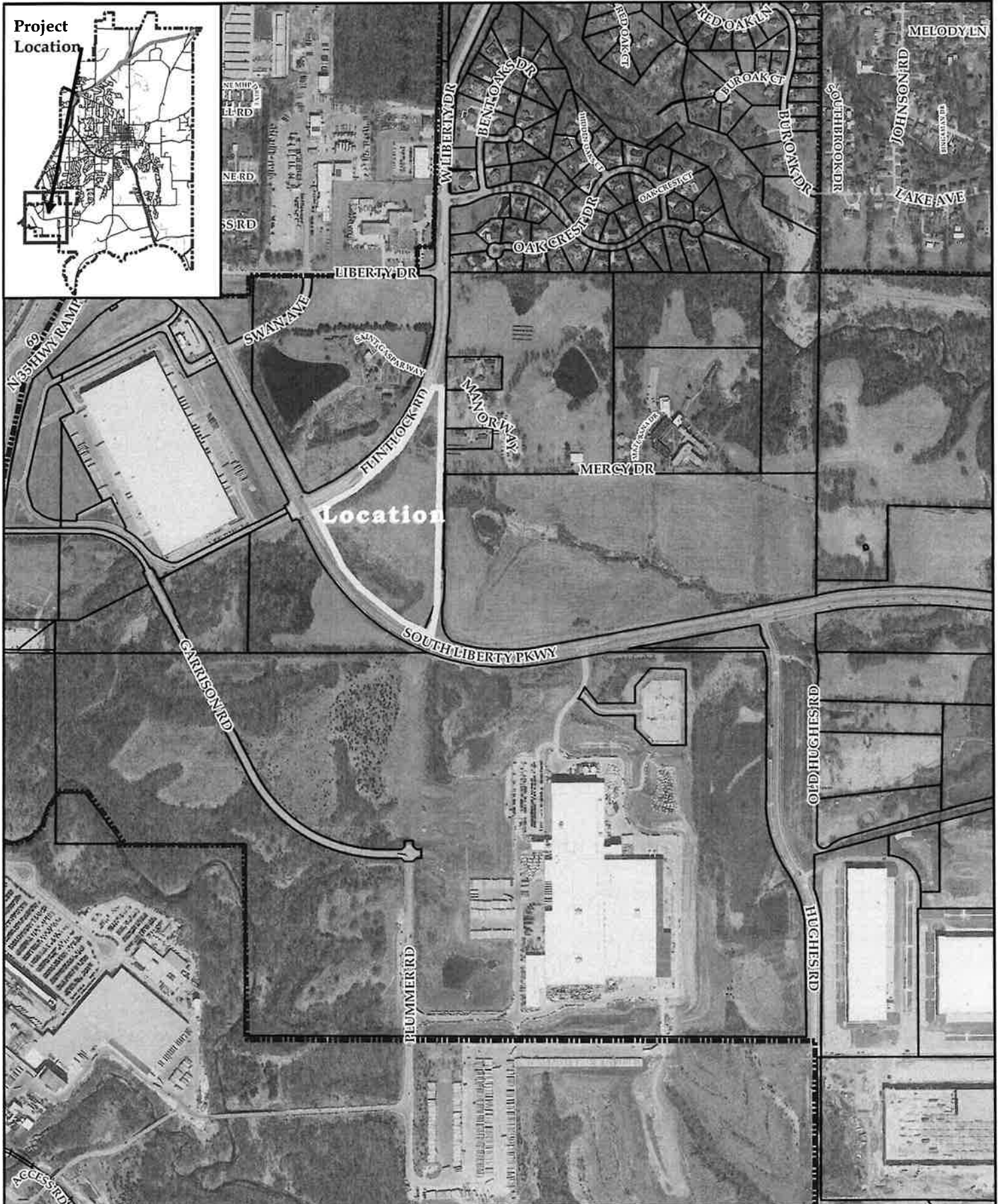
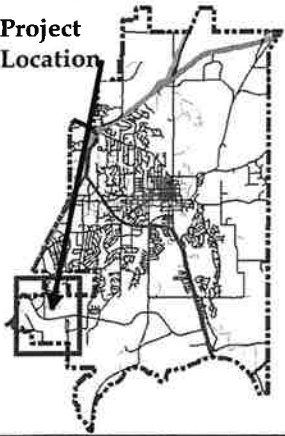
PZ RECOMMENDATION

At its October 8, 2024 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 24-30FP as presented in the staff report.

ATTACHMENTS

- | | |
|------------|---|
| Exhibit A: | Vicinity Map |
| Exhibit B: | Preliminary Plat |
| Exhibit C: | Final Plat |
| Exhibit D: | Minutes Excerpt from Planning & Zoning Commission meeting |
| Exhibit E: | Ordinance |

Project
Location



City of

Liberty

**P&Z Case 24-30FP
Final Plat**

Liberty Parkway Apartments

**EXHIBIT A:
VICINITY MAP**

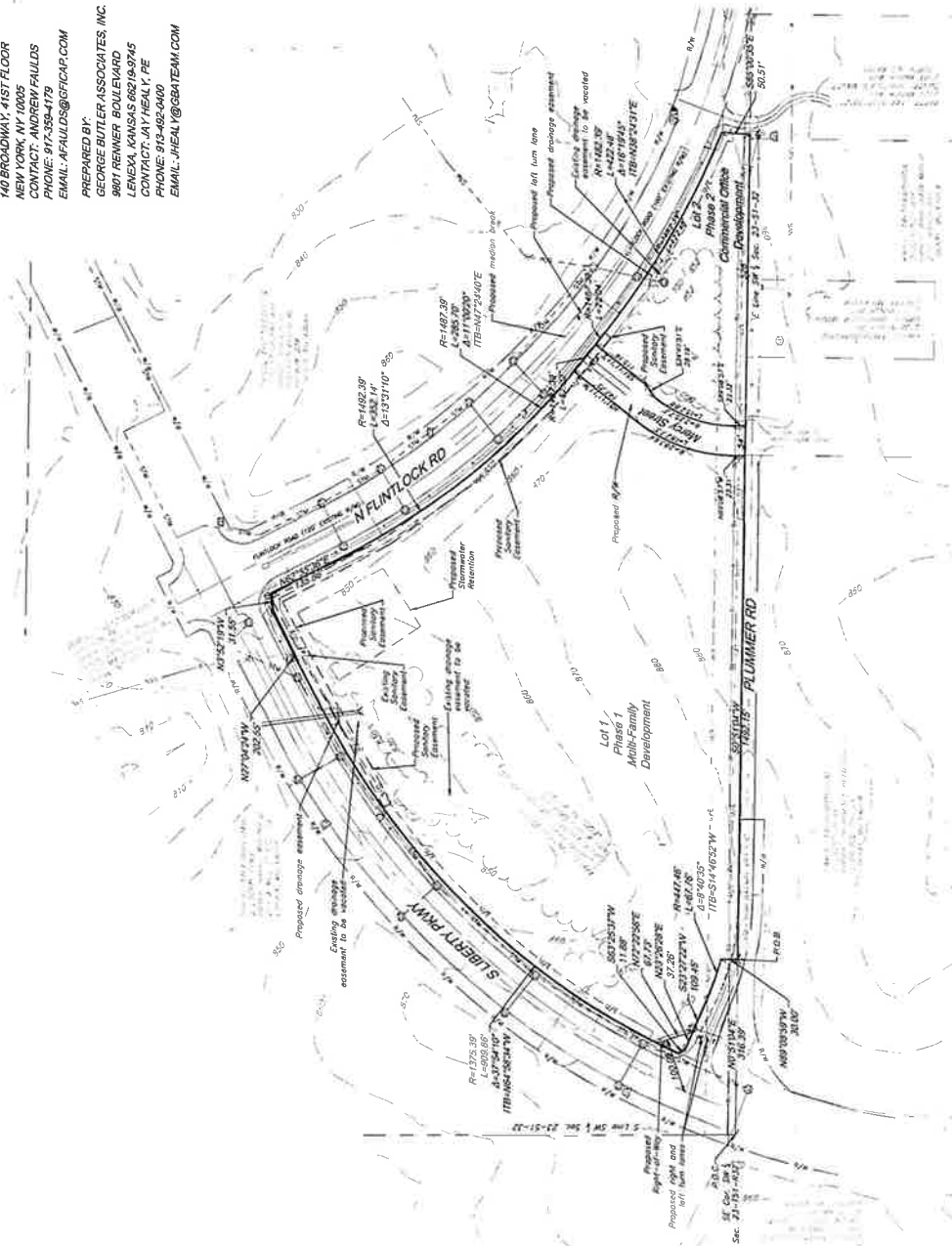


Date: 1/5/2023

PREPARED FOR:
GFI DEVELOPMENT LLC
1440 BROADWAY, 41ST FLOOR
NEW YORK, NY 10005
CONTACT: ANDREW FAULDS
PHONE: 917-359-4179
EMAIL: AFAULDS@GFCAP.COM

PREPARED BY:
GEORGE BUTLER ASSOCIATES, P.C.
9801 LENOX BOULEVARD
MINNEAPOLIS, KANSAS 66219-9745
CONTACT: JAY HEALY, PE
PHONE: 913-492-0400
EMAIL: JHEALY@GBATEAM.COM

	GBA 1801 Rowan Blvd. Ste. 300 Louisville, KY 40218 502.582.1100 gbasofts.com	DATE: 11-14-22 BY: JMY REVIEWED BY: JMY DATE: 11/15/22 REVIEWED BY: JMY DATE: 11/15/22 REVIEWED BY: JMY	1 1
		PROJECT: 11-14-22 BY: JMY REVIEWED BY: JMY DATE: 11/15/22 REVIEWED BY: JMY	1 1



Area Summary Table

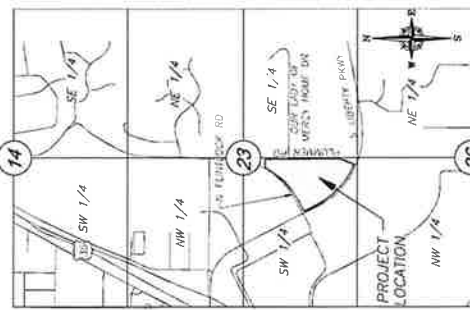
[illegible]

Floodplain
THE SITE IS NOT LOCATED WITHIN ANY SPECIAL FLOOD HAZARD AREAS (SFHA) PER FEMA FIRM MAP 29047C0229E; EFFECTIVE DATE OF AUGUST 3, 2015. NO LETTERS OF MAP AMENDMENT OR REVISIONS ARE BEING PROPOSED.

APPROVED BY:

CITY OF LIBERTY OFFICIAL

DATE:



VICINITY MAP
Section 23, Township 51-Range 32
City of Liberty
Clay County, Missouri
Scale: 1"=1000'

LEGAL DESCRIPTION[illegible]

Preliminary Plat

A. PZ Case 24-30FP: Final Plat for Liberty Parkway Apartments.

Mr. Peterman presented the case to the commission as described in the staff report.

Chairman Rosekrans asked if the commission had any questions for the applicant or staff. Seeing none, he asked for a motion.

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

Vote: Motion passed 8-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, October 28, 2024.

Ordinance No. _____

AN ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR
LIBERTY PARKWAY APARTMENTS IN THE
CITY OF LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final plat for Liberty Parkway Apartments in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning and Zoning Commission on October 8, 2024 and the City Council on October 28, 2024; and

WHEREAS, pursuant to Section 30-28.14 of the Unified Development Ordinance of the City of Liberty, the City Council finds that the plat described duly conforms to the standards and requirements of ordinances in place at the time of the application;

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

SECTION I

The City Council hereby accepts and approves a final plat for Liberty Parkway Apartments, in the City of Liberty, Clay County, Missouri the legal description of which follows:

A tract of land being part of the Southwest Quarter and the Southeast Quarter of Section 23, Township 51 North, Range 32 West of the Fifth Principal Meridian, in the City of Liberty, Clay County, Missouri, being more particularly described by M. Aaron Perrine, PLS 2019042218, of George Butler Associates, Inc., CLS 8, on July 26, 2024, as follows:

Commencing the South Quarter Corner of said Section 23; thence North 00°51'04" East, on the East line of said Southwest Quarter, a distance of 301.60 feet, to the Point of Beginning; thence North 00°51'04" East, continuing on said East line, a distance of 14.79 feet, to a point on the boundary line of a tract of said as described in Missouri General Warranty Deed, recorded in Book 5721, Page 51; thence on the boundary line of said tract of land for the following 13 calls: North 89°08'59" West, a distance of 30.00 feet, to a point on a non-tangent curve; thence Southwesterly, on said curve to the right, having an initial tangent bearing of South 14°46'52" West, a radius of 447.46 feet, a central angle of 08°40'35", and an arc length of 67.76 feet; thence South 23°27'22" West, a distance of 109.45 feet; thence South 63°25'37" West, a distance of 11.88 feet, to a point on a non-tangent curve; thence Northwesterly, on said curve to the right, having an initial tangent bearing of North 64°58'34" West, a radius of 1,375.39 feet, a central angle of 37°54'10", and an arc length of 909.86 feet; thence North 27°04'24" West, a distance of 202.55 feet; thence North 03°52'19" West, a distance of 31.55 feet; thence North 62°55'36" East, a distance of 135.86 feet, to a point of curvature; thence Northeasterly, on said curve to the left, having a radius of 1,492.39 feet, a central angle of 13°31'10", and an arc length of 352.14 feet, to a point on a non-tangent curve; thence Northwesterly, on said curve to the

left, having an initial tangent bearing of North 47°24'40" East, a radius of 1,487.39 feet, a central angle of 11°00'20", and an arc length of 285.70 feet, to a point on a non-tangent curve; thence Northeasterly, on said curve to the left, having an initial tangent bearing of North 38°24'31" East, a radius of 1,482.39 feet, a central angle of 16°19'45", and an arc length of 422.48 feet; thence South 85°00'35" East, a distance of 50.51 feet, to a point on said East line of the Southwest Quarter; thence South 00°51'04" West, on said East line, a distance of 509.88 feet; thence South 89°16'16" East, departing said boundary line, and departing said East line, a distance of 43.45 feet; thence South 00°43'44" West, a distance of 871.77 feet, to a point of curvature; thence Southwesterly, on said curve to the right, having a radius of 512.00 feet, a central angle of 14°10'17", and an arc length of 126.64 feet, to a point on the Easterly Right-of-Way line, of Plummer Road, as now established per Right-of-Way Deed, recorded in Book 4301, Page 623; thence North 89°08'56" West, a distance of 30.00 feet, to the Point of Beginning, containing 803,027.74 square feet, or 18.43 acres, more or less.

SECTION II

Any and all development within the above-described final plat shall comply with all applicable standards and requirements as set forth in the City Code of the City of Liberty, 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.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



STAFF REPORT

Planning and Zoning Case 24-33FDP-A

Staff: Kyle McGinnis, Planner

Date: October 28, 2024

GENERAL INFORMATION

Application: Amended Final Development Plan for Country Village (formerly known as Vintage Estates) to eliminate the age-restricted co-op concept and establish a traditional subdivision in its stead, with altered amenities and variances requesting the acceptance of existing infrastructure which does not meet City standards.

Applicant: Art Akin, AGC Engineers
405 S. Leonard Street
Liberty, MO 64068

Property Owner: Central Ore Corporation
609 N. 291 Highway
Lee's Summit, MO 64086

Dan Carr
8611 N. Donnelly Avenue
Kansas City, MO 64157

Location: North of the intersection of Buckingham Drive and S. Withers Road

Existing Land Use/Zoning: Under construction / PD, "Planned Development" district

Future Land Use Designation: Single-Family Residential / Floodplain/Stormwater Management

Surrounding Land Uses/Zoning: **North:** Single-Family Residential / R-1C "Standard Single Family Residential"
South: Buckingham Drive / PD, "Planned Development"
East: S. Withers Road, Undeveloped Land / MU, "Mixed Use"
West: Buckingham Drive, Undeveloped Land / PD, "Planned Development"

Public Notice: Legal Notice printed in Courier Tribune- September 19
Letter sent to property owners within 185 ft on September 20
Sign Posted on site on September 20

File Date: August 2, 2024

PREVIOUS CASES

This case is accompanied by a final plat, PZ Case 24-37FP. The applications listed below have occurred over the past several years:

PZ Case 22-39FDP-A: Amended Final Development Plan for Vintage Estates to allow the addition of 1 single-family patio home to the approved development plan for a total of 26 single-family patio homes at the SW corner of S. Withers Road and Old Withers Road. This case was approved by the City Council on September 26, 2022.

PZ Case 22-23FP A Final Plat for 1 lot at Vintage Estates was approved by the City Council on June 27, 2022.

PZ Case 22-22FDP: Final Development Plan for Vintage Estates was approved by the City Council on June 27, 2022.

PZ Case 22-12PP: Preliminary Plat for Vintage Estates was approved on April 25, 2022.

PZ Case 22-11R&PDP Rezoning and Preliminary Development Plan for Vintage Estates was approved on April 25, 2022.

PZ Case 21-27A: Proposal to amend the Future Land Use Map to Low Density Residential for 16+/- acres at the SW corner of S. Withers Road and Old Withers Road was approved in 2021.

APPLICANT'S PROPOSAL

Summary

This development has come into new ownership in 2024, after construction had already begun. As part of that transition, the new owner has proposed changes from what was originally approved by the City Council, including alterations to the ownership model of the homes, the subdivision of the land itself, and the public infrastructure involved in this project.

Variance

The applicant is requesting a variance from Section 30-93.3, Design specifications, streets and alleys. The variance is to reduce the width of the Vintage Lane and Harvest Road rights-of-way, which were built as private drives and do not provide sufficient space for the standard right-of-way width. Whereas Code requires a minimum right-of-way width of 54 feet, both rights-of-way will be 33 feet wide (note that the streets themselves are 26 feet, the minimum width as prescribed by Code). Additionally, sidewalks were only built on one side of both of these streets. The applicant's variance request is attached as **Exhibit C**.

Use

The most recent application for this development (PZ Case 22-39FDP-A) included a single lot with 26 single-family homes in a gated, age-restricted development. Under new ownership, the proposed development depicts 20 single-family homes using zero lot-line construction; each lot shown on the accompanying final plat (PZ Case 24-37FP) will be a platted building envelope within which each home will be constructed and contained. While the plans provided at this time show 20 single-family lots, nine additional homes will be constructed before the development is complete. Once construction on these additional homes begins, the applicant will submit lot split applications to re-plat the property, creating nine additional zero-lot line single-family lots for a total of 29 lots. The remaining land shall be split into common area tracts (Tracts A through F), all to be maintained by the

Homeowners Association.

Site Design

The original approval for this development consisted of two private roadways accessed through a single gated entrance off of Buckingham Drive. The updated proposal has eliminated the private elements of the original project and now shows two public roadways (Vintage Lane and Harvest Road), each of which will connect to Buckingham Road and will not be gated. The site will also include six common area tracts (Tracts A through F), all of which will be maintained by the Homeowners Association. Regarding these common area tracts, there are several noteworthy changes proposed from what was previously approved. While Tracts A, B, and C are largely unchanged, Tracts D, E, and F are new. Tract D will contain a pocket park and a row of vehicular parking spaces located outside of the public right-of-way of Vintage Lane. Tract E will contain all of the undeveloped open space between Vintage Lane and Tract C, while Tract F will contain all of the undeveloped open space north of Vintage Lane, and north/east of Harvest Road.

Access/Circulation/Parking

Whereas the original approval contained a single, gated entrance from Buckingham Drive via a privately-maintained Vintage Lane, the current proposal depicts two ungated entrances to the subdivision via Vintage Lane and Harvest Road, both of which will be public roadways. Public sidewalk is shown on a single side of both streets throughout the development, and along the north side of Buckingham Drive. A regulation turn-around is proposed at the north terminus of Harvest Road to provide large service vehicles with adequate maneuverability. Each home will have a driveway capable of holding a minimum of two vehicles, meeting the minimum Code requirement set forth in Section 30-83.2 of the Unified Development Ordinance (UDO) for parking in a single-family district. Eight additional parking stalls have been proposed near Tract D (pocket park), including one ADA-compliant parking space, all of which will be directly accessed via Vintage Lane. A traffic calming measure has also been constructed on Buckingham Drive, at the trail crossing, to help create safer crossing conditions for trail users.

Building Design/ Signage/Lighting

The new homes will maintain the same front yard setback from the street as was previously approved and reflected in the homes which have already been constructed – approximately 22 feet. The proposal also maintains the same 13 to 15-foot side yard separation between homes as previously approved. While the design of these homes may vary by dwelling, all will be required to meet the minimum design standards, including the use of quality exterior materials, as detailed in Sec. 30-97.1 of the UDO.

Landscaping/ Open Space/ Tree Preservation

The plans provided show a 50-foot landscape easement along S. Withers Road, which received a variance from the 100-foot requirement noted in Sec. 30-93.6 of the UDO with the approval of a previous Preliminary Development Plan. This buffer must include heavy landscaping throughout its length. Landscaping is also shown within Tract D (pocket park) and around the proposed monument signs at the entrance on Vintage Lane. The overall site exceeds the minimum 20% open space standard as defined in Sec. 30-97.6 of the UDO. As part of a prior approval for this development, a fee in-lieu-of public parkland was paid totaling \$8,112.

FLOODPLAIN

This site was designated as floodplain by FEMA. Any development in the floodway and 100-year floodplain must meet specific requirements in order to provide a certain level of protection to the buildings, their contents, and their occupants during a flood. In addition, certain land uses are restricted or prohibited in the floodway, 100-year floodplain, and 500-year floodplain. The applicant's engineers are finalizing the FEMA process, which raised

Buckingham Drive and the area to the northeast of Buckingham Drive up and out of the floodplain.

PUBLIC INFRASTRUCTURE

The submitted plans for this application have been evaluated in accordance with the adequate public facilities ordinance. The detailed Public Improvement plans are currently in review by the Public Works and Utilities departments. Final approval of these plans must be obtained prior to building permits being issued.

Streets

The development has direct access to Buckingham Drive via two new public roadways – Vintage Lane and Harvest Road. In contrast with prior approvals for this development, neither public roadway will be gated and Harvest Road will now connect to Buckingham Drive.

Sanitary Sewer

Each lot/home will have direct access to an eight-inch public sanitary sewer line built within the proposed public rights-of-way of both Vintage Lane and Harvest Road.

Water

Each lot/home will have direct access to an eight-inch public water line built within the proposed public rights-of-way of both Vintage Lane and Harvest Road.

Stormwater

Stormwater runoff will be collected on the property and conveyed into a stormwater detention basin located in Tract C, along Buckingham Drive. Whereas the original approval noted that this stormwater detention basin would have a dry bottom, this application proposes to convert this infrastructure to a wet bottom basin. Stormwater released from this basin and the development more broadly will be managed to reduce off-site erosion potential, or additional erosion prevention measures will be designed and constructed to ensure such.

STAFF ANALYSIS

In accordance with the UDO, staff's analysis of a Final Development Plan application follows section 30-27.8. Before staff may recommend approval, the UDO requires the following be determined:

1. The plan substantially complies with the intent of the comprehensive plan;

The City's Comprehensive Plan, *Leading Liberty Forward*, includes this property within its Single-Family Residential Future Land Use designation. This land use category is typical for areas where detached single-family homes and subdivisions are considered appropriate. As such, this application substantially complies with the intent of the Comprehensive Plan and this Future Land Use designation.

2. The plan complies with the provisions of this UDO;

Staff finds that the application substantially conforms to the requirements set forth in the UDO for development within the Planned Development District but for the variances to reduce the rights-of-way width and to provide sidewalk on a single side of both Vintage Lane and Harvest Road.

3. The plan substantially complies with approved city development standards and policies;

Staff finds that this application fully complies with the intent of city development standards and policies.

4. The plan substantially complies with the approved preliminary development plan, where applicable.

While there are several changes that have occurred from the Preliminary Development Plan, staff finds that this application does substantially comply with the Preliminary Development Plan.

STAFF RECOMMENDATION

Staff finds that this application meets the standards of review for a final development plan if the variances for the reduced right-of-way width and single sidewalks are accepted. Staff recommends approval of PZ Case 24-33FDP-A.

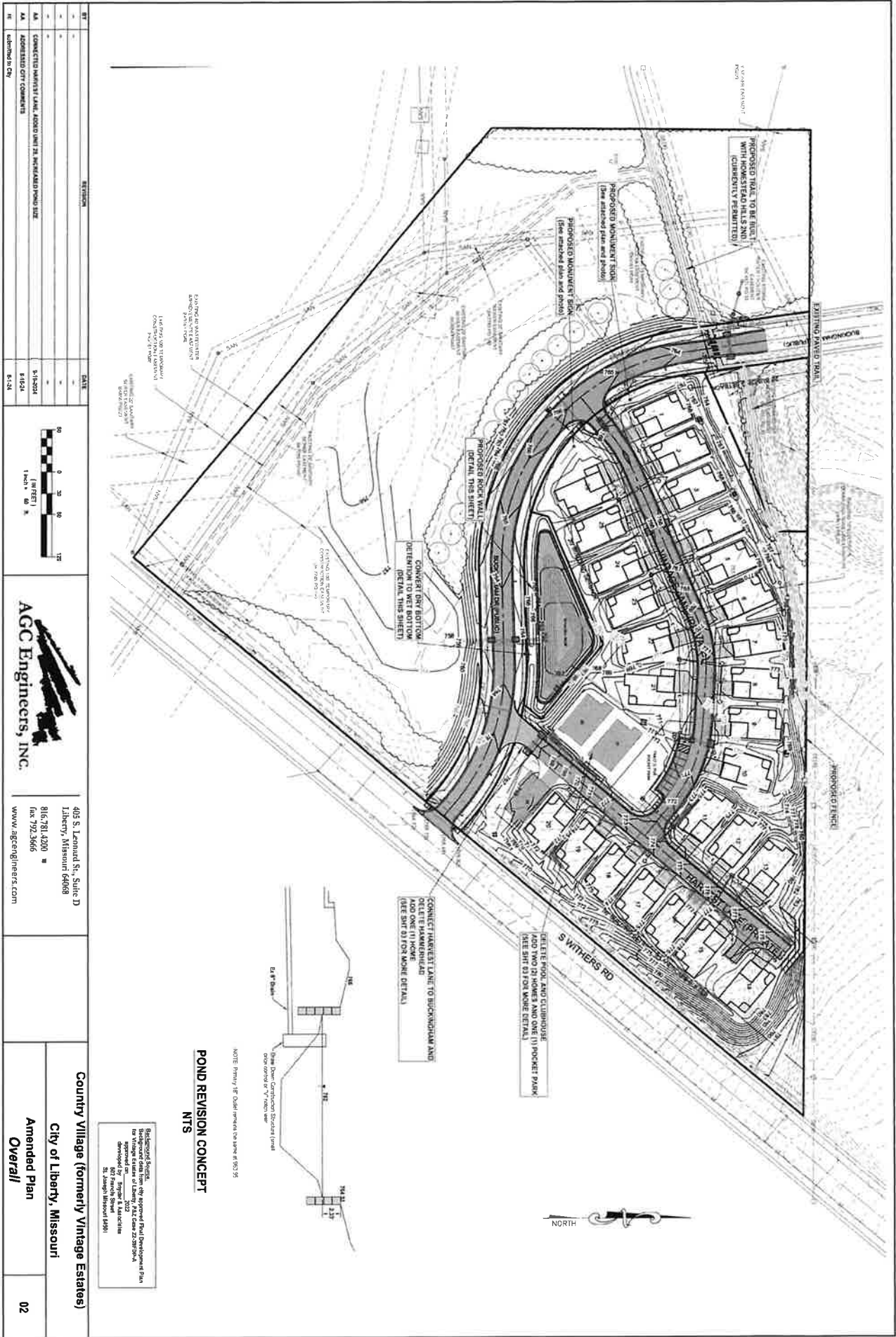
PZ RECOMMENDATION

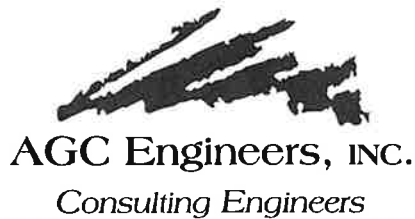
At its October 8, 2024 meeting, the Planning Commission voted 7-0-1 to recommend approval with the requested variances of P&Z Case 24-33FDP-A as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Site Plan
Exhibit C:	Variance Request
Exhibit D:	Planning & Zoning Commission Minutes Excerpt
Exhibit E:	Resolution







October 3, 2024

Mr. Michael Peterman, AICP
Assistant Director of Planning and Development
City of Liberty
101 E Kansas St. Liberty MO 64068

RE: **Country Village** Residential Development
Local Roadway Variance Request

Dear, Mr. Peterman,

This is to follow up on our request in our letter to you on August 1, 2024, where we are requesting the local roadway within this development to be public. This roadway has been constructed except for the remaining surface course. It does not meet the city's criteria for a typical local roadway section. We are therefore requesting a variance to the cities current code.

From our review the roadway will vary from current code Sec. 30-93.3. - Design specifications, streets and alleys (4) *Local roadways: as follows:*

Code - Required right-of-way width: minimum fifty-four (54) feet;
Variance request - thirty-three (33) feet

Code - Five-foot sidewalks are required on both sides of the street, except that for those areas zoned CBD or MU, sidewalks shall be at least eight (8) feet wide.
Variance request – Five (5) foot sidewalk only on one side of the street

Your consideration for this variance request is appreciated. Let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in cursive script that reads "Art Akin".

Art Akin, PE
AGC Engineers, Inc.

Cc: Dan Carr, Withers CV I LLC.

B. PZ Case 24-33-FDP-A: Amended Final Development Plan for Country Village

Commissioner Holt recused himself from the case.

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

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

Commissioner Personett asked about the City taking over the previously proposed as private roads.

Ms. Sharp said the previous application was a gated community with private roads and one connection to Buckingham. Without the co-op model, a HOA this size can not maintain private roads and the new developer has requested the roads be public. The City will take over the roads but is not allowing it to be gated and is requiring better connectivity for City trash and plowing to service the homes.

Chairman Rosekrans asked about the small turn around at the north, and if public safety can navigate such a small turn around. He said the homes look nice but the northern area is awkward to turn around.

Ms. Sharp said Public Safety has reviewed the plans and that it may seem more crowded now because there are construction vehicles in the street whereas once the property is complete there will be no parking on the street except in the stalls in front of the pocket park.

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

Dan Carr, 8611 N Donnelly, KC MO, the owner, said this property went into foreclosure and because he had developed Homestead and Homestead Hills he felt he needed to step in and buy the project from the bank. He said they were taking the ownership from the co-op model to single family with HOA maintenance provided. He agreed with the City that everything from the curb in is private and there will be no street parking but there will be extra parking near the pocket park. They will be connecting Harvest Lane through to Buckingham. The hammerhead was required for the 5 homes at the end as a turn around. They are creating an amenity space with the pond with a fountain. The co-op can afford to maintain a road but this small amount of homes cannot so they are requesting these to be public roads.

Art Aiken, 405 S Leonard, said to answer the question about the turn around, that it is a typical hammerhead used for turn around.

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

Commissioner Personett said we are lucky to have a first class developer move forward and take care of this project. He thinks it is fair to have the roads become

public.

Commissioner Waterman said she agreed with Commissioner Personett's statement.

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

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

Vote: Motion passed 7-0-1

Yes: All

No: None

Abstain: Holt

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, October 28, 2024.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDED FINAL DEVELOPMENT PLAN FOR COUNTRY VILLAGE, FORMERLY KNOWN AS VINTAGE ESTATES, A DETACHED SINGLE-FAMILY SUBDIVISION CONTAINING 29 LOTS AND UTILIZING ZERO-LOT LINE CONSTRUCTION AT THE INTERSECTION OF BUCKINGHAM DRIVE AND S. WITHERS ROAD IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for a 29-lot detached single-family subdivision utilizing zero-lot line construction at the intersection of Buckingham Drive and S. Withers Road in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on October 8, 2024 and City Council on October 28, 2024; and

WHEREAS, pursuant to the Unified Development Ordinance (UDO) of the City of Liberty, the City Council finds that the final development plan described duly conforms to the standards and requirements of ordinances in place at the time of the application except for the following variances:

1. A variance request to reduce the required right-of-way width for both Vintage Lane and Harvest Road from 54 feet to 33 feet (UDO Section 30-93.3); and
2. A variance request to require sidewalk on only one side of the street for both Vintage Lane and Harvest Road (UDO Section 30-93.3).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the amended final development plan for the construction of a 29-lot detached single-family subdivision utilizing zero-lot line construction at the intersection of Buckingham Drive and S. Withers Road in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 24-37FP

Staff: Kyle McGinnis, Planner

Date: October 28, 2024

GENERAL INFORMATION

Application: Final Plat for Country Village, a 20-lot, zero lot-line, detached single-family subdivision at the intersection of Buckingham Drive and S. Withers Road.

Applicant: Art Akin, AGC Engineers
405 S. Leonard Street
Liberty, MO 64068

Property Owner: Central Ore Corporation
609 N. 291 Highway
Lee's Summit, MO 64086

Dan Carr
8611 N. Donnelly Avenue
Kansas City, MO 64157

Location: North of the intersection of Buckingham Drive and S. Withers Road

Existing Land Use/Zoning: Under construction / PD, "Planned Development"

Future Land Use Designation: Single-Family Residential / Floodplain/Stormwater Management

Surrounding Land Uses/Zoning: **North:** Single-Family Residential / R-1C "Standard Single Family Residential"
South: Buckingham Drive / PD, "Planned Development"
East: S. Withers Road, Undeveloped Land / MU, "Mixed Use"
West: Buckingham Drive, Undeveloped Land / PD, "Planned Development"

Public Notice: None Required

File Date: August 2, 2024

PREVIOUS CASES / SITE HISTORY

This case is accompanied by an amended final development plan, PZ Case 24-33FDP-A. The applications listed below have occurred over the past several years:

PZ Case 22-39FDP-A: Amended Final Development Plan for Vintage Estates to allow the addition of 1 single-

Page 1 of 3

family patio home to the approved development plan for a total of 26 single-family patio homes at the SW corner of S. Withers Road and Old Withers Road. This case was approved by the City Council on September 26, 2022.

PZ Case 22-23FP A Final Plat for 1 lot at Vintage Estates was approved by the City Council on June 27, 2022.

PZ Case 22-22FDP: Final Development Plan for Vintage Estates was approved by the City Council on June 27, 2022.

PZ Case 22-12PP: Preliminary Plat for Vintage Estates was approved on April 25, 2022.

PZ Case 22-11R&PDP Rezoning and Preliminary Development Plan for Vintage Estates was approved on April 25, 2022.

PZ Case 21-27A: Proposal to amend the Future Land Use Map to Low Density Residential for 16+/- acres at the SW corner of S. Withers Road and Old Withers Road was approved in 2021.

APPLICANT'S PROPOSAL

Technical Information

This is a final plat for Country Village, formerly known as Vintage Estates. This proposal includes 20 detached single-family homes utilizing zero lot-line construction; this means that each platted lot acts as a building envelope, with all open space contained within common area tracts to be maintained by the Homeowners Association. Six such common area tracts are proposed (Tracts A through F). While the plans provided at this time show 20 single-family lots, nine additional homes will be constructed before the development is complete. Once construction on these additional homes begins, the applicant will submit lot split applications to re-plat the property, creating nine additional zero-lot line single-family lots for a total of 29 lots.

Park dedication

This development does not provide adequate public park space as required by Code; however, a fee in-lieu-of the provision of public park space was already paid to the City as part of a previous application approval.

PUBLIC INFRASTRUCTURE

FACILITY	CITY STANDARD	STATUS
Streets	Direct connection to fully improved street network	The subdivision will have two access points to Buckingham Drive – Vintage Lane and Harvest Road. Both roads will be platted as public rights-of-way and will not be gated. A regulation turn-around is proposed at the north terminus of Harvest Road to provide large service vehicles with adequate space to maneuver.
Sanitary Sewer	Direct, gravity flow connection	Each lot/home will have direct access to an eight-inch public sanitary sewer line built within the proposed public rights-of-way of both Vintage Lane and Harvest Road.
Water	Direct connection to City water services	Each lot/home will have direct access to an eight-inch public water line built within the proposed public rights-of-way of both Vintage Lane and Harvest Road.

Storm Water	All storm water must be released from the site at an acceptable rate	Stormwater runoff will be collected on the property and conveyed into a stormwater detention basin located in Tract C, along Buckingham Drive. Whereas the original approval noted that this stormwater detention basin would have a dry bottom, this application proposes to convert this infrastructure to a wet bottom basin. Stormwater released from this basin and the development more broadly will be managed to reduce off-site erosion potential, or additional erosion prevention measures will be designed and constructed to ensure such.
-------------	--	--

STAFF ANALYSIS

In accordance with the UDO, staff's analysis of a Final Plat application is guided by Section 30-28.14.

- 1. The final plat substantially complies with the intent of the comprehensive plan;**
The proposed final plat conforms with the Comprehensive Plan's Future Land Use map, which designates this property as appropriate for Single-Family Residential development. In addition, the proposed subdivision aligns with the Plan's recommendations to provide sidewalks on at least one side of public roadways, to incorporate private amenities within the development, and to connect to the City's existing parks, open space, and sidewalk systems.
- 2. The final plat complies with the provisions of this UDO;**
The final plat complies with the provisions of the UDO.
- 3. The final plat substantially complies with approved city development standards and policies;**
The proposed plat has direct access to water, sewer, and the public street network and substantially complies with City standards and policies.
- 4. The final plat substantially conforms to the approved preliminary plat, when applicable;**
The proposed plat substantially conforms to the previously-approved preliminary plat.
- 5. All public works elements have been designed to city specifications and certified by the city engineer;**
All public improvement plans must be submitted and approved prior to the recordation of this plat.
- 6. All necessary easements, dedications, vacations, and other agreements have been accepted or approved.**
All easements and dedications have been reviewed and approved by the City Engineer and will be accepted with the approval and recordation of this plat.

STAFF RECOMMENDATION

Staff finds the application meets the standards of review for a Final Plat in Section 30-28.14 of the UDO and recommends approval of PZ Case 24-37FP.

PZ RECOMMENDATION

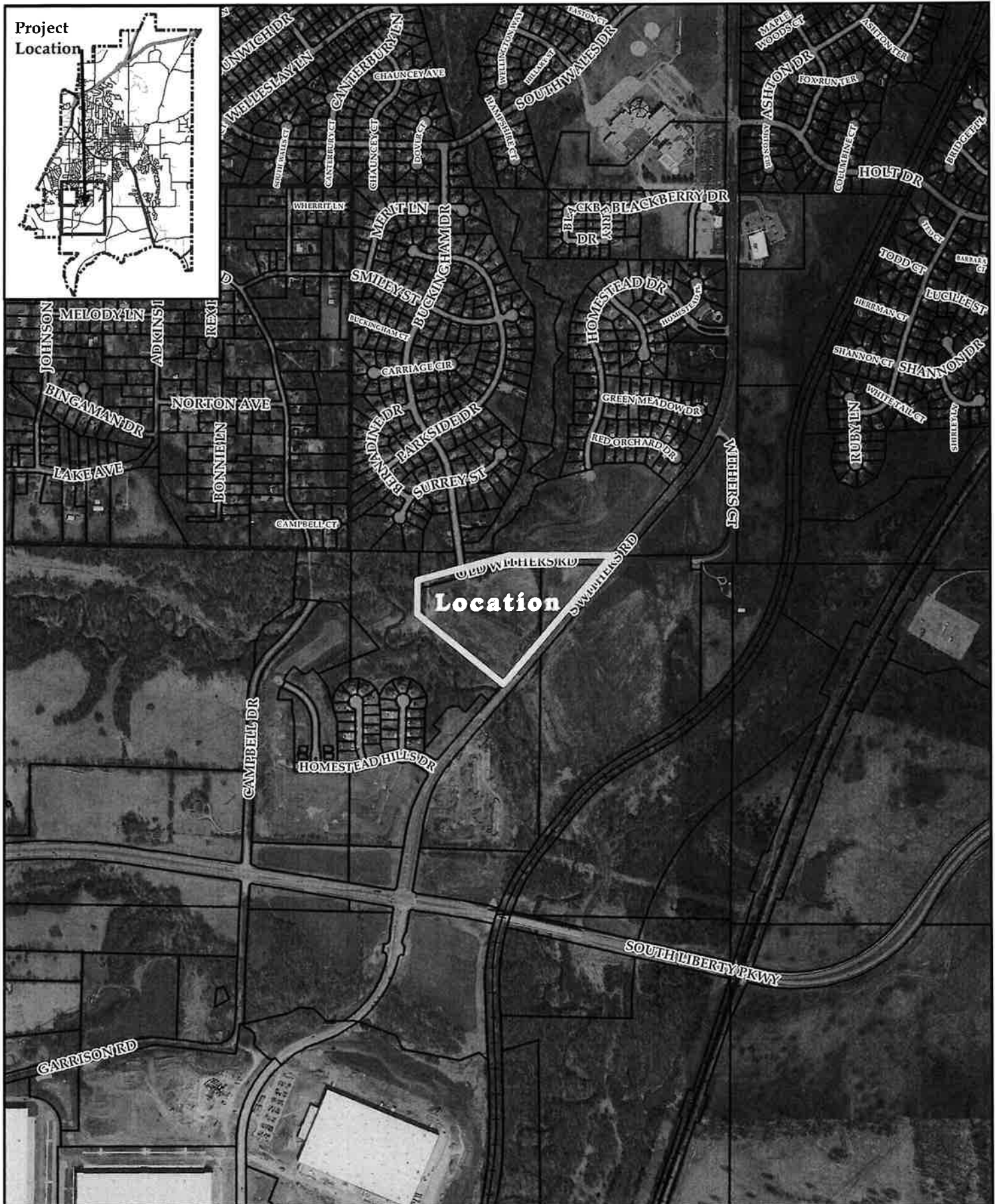
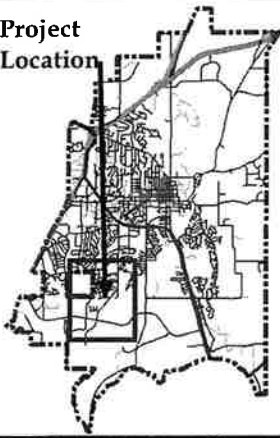
At its October 8, 2024 meeting, the Planning Commission voted 7-0-1 to recommend approval of P&Z Case 24-

37FP as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Preliminary Plat
Exhibit C:	Final Plat
Exhibit D:	Planning & Zoning Commission Minutes Excerpt
Exhibit E:	Ordinance

**Project
Location**



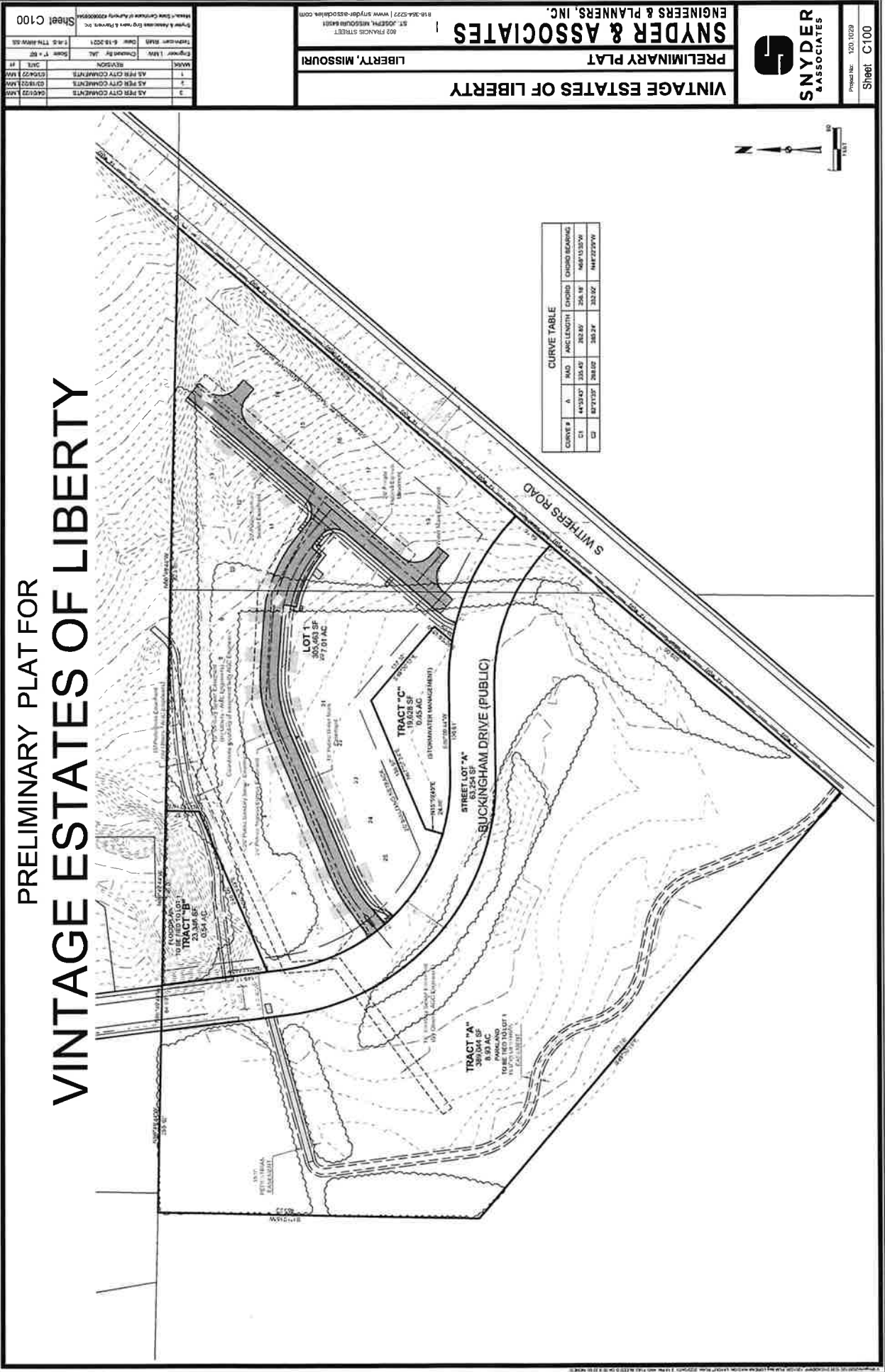
**P&Z Case 24-37FP
Final Plat
Country Village**

**EXHIBIT A:
VICINITY MAP**



Date: 9/7/2022

PRELIMINARY PLAT FOR VINTAGE ESTATES OF LIBERTY



A REPLAT OF LOT 1, TRACT A, TRACT B AND TRACT C, VINTAGE ESTATES OF LIBERTY
PART OF THE SOUTHEAST QUARTER
SECTION 24, TOWNSHIP 51 NORTH, RANGE 32 WEST
A SUBDIVISION IN LIBERTY, CLAY COUNTY, MISSOURI



DATE	REVISIONS		 VEENSTRA & KIMM INC.		FINAL PLAT OF COUNTRY VILLAGE LIBERTY, CLAY COUNTY, MISSOURI	COUNTRY VILLAGE SECTION 21, T54N, R32W LIBERTY, CLAY COUNTY, MISSOURI	DWG. NO. 1 OF 3
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COUNTRY VILLAGE

A REPLAT OF LOT 1, TRACT A, TRACT B AND TRACT C, VINTAGE ESTATES OF LIBERTY
PART OF THE SOUTHEAST QUARTER
SECTION 24, TOWNSHIP 51 NORTH, RANGE 32 WEST
A SUBDIVISION IN LIBERTY, CLAY COUNTY, MISSOURI



TRACT B



0 50' 100'



TRACT	AREA	ACRES	FEET
1	1.0000	1.0000	1.0000
2	1.0000	1.0000	1.0000
3	1.0000	1.0000	1.0000
4	1.0000	1.0000	1.0000
5	1.0000	1.0000	1.0000
6	1.0000	1.0000	1.0000
7	1.0000	1.0000	1.0000
8	1.0000	1.0000	1.0000
9	1.0000	1.0000	1.0000
10	1.0000	1.0000	1.0000
11	1.0000	1.0000	1.0000
12	1.0000	1.0000	1.0000
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2 OF 3
PROJECT - 100-000

COUNTRY VILLAGE
SECTION 21, T54N, R32W
LIBERTY, CLAY COUNTY, MISSOURI

FINAL PLAT OF COUNTRY VILLAGE
LIBERTY, CLAY COUNTY, MISSOURI



DATE	REVISIONS	SCALE	1" = 30'
		DATE	
		CREATED	
		APPROVED	
		DRAWN	
		CHECKED	

DATE
CREATED
APPROVED
DRAWN
CHECKED

B. PZ Case 24-37FP: Final Plat for Country Village.

Commissioner Holt recused himself from the case.

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

Chairman Rosekrans asked if the commission had any questions.

Commissioner Personett said the hammerhead shown on the south is confusing and for staff to verify the lot numbers.

Ms. Sharp said she would ask the applicants engineer to remove unneeded southern turnaround.

Chairman Rosekrans asked if the commission had any additional questions for the applicant or staff. Seeing none, he asked for a motion.

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

Vote: Motion passed 7-0-1

Yes: All

No: None

Abstain: Holt

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, October 28, 2024.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR
COUNTRY VILLAGE, A 20-LOT, ZERO LOT-LINE, DETACHED SINGLE-FAMILY
SUBDIVISION IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final plat for Country Village, a 20-lot, zero lot-line, detached single-family subdivision in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning and Zoning Commission on October 8, 2024 and the City Council on October 28, 2024; and

WHEREAS, pursuant to Section 30-28.14 of the Unified Development Ordinance of the City of Liberty, the City Council finds that the plat described duly conforms to the standards and requirements of ordinances in place at the time of the application;

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

SECTION I

The City Council hereby accepts and approves a final plat for Country Village, a 20-lot, zero lot-line, detached single-family subdivision in the City of Liberty, Clay County, Missouri the legal description of which follows:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 51 NORTH, RANGE 32 WEST, IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 51 NORTH, RANGE 32 WEST; THENCE N88°50'17"W ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 878.55 FEET TO THE POINT OF BEGINNING, BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH WITHERS ROAD AS DESCRIBED IN BOOK 4664 AT PAGE 342; THENCE S40°28'53"W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SOUTH WITHERS ROAD, A DISTANCE OF 1231.79 FEET TO THE EAST LINE OF TRACT A, HOMESTEAD HILLS FIRST PLAT, A SUBDIVISION OF LAND IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI; THENCE N49°30'52"W ALONG SAID EAST LINE, A DISTANCE OF 788.56 FEET; THENCE N01°09'42"E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 453.23 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE S88°50'17"E ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1390.54 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO. _____ (CONT.)

SECTION II

Any and all development within the above-described final plat shall comply with all applicable standards and requirements as set forth in the City Code of the City of Liberty, 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.

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 ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF October 4, 2024 to October 18, 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	\$ 315,545.82
LIMITED CAPITAL FUND	350	\$ 13,435.00
CAPTIAL SALES TAX FUND	351	\$ 55,617.63
TRANSPORTATION SALES TAX FUND	352	\$ 44,339.34
FIRE SALES TAX FUND	356	\$ 30,823.36
PARKS FUND	460	\$ 4,439.95
SPORTS COMPLEX FUND	461	\$ 11,068.78
COMMUNITY CENTER FUND	465	\$ 18,591.78
TRANSIENT GUEST TAX FUND	244	\$ 17,111.05
CEMETERY MAINTENANCE FUND	247	\$ 2,323.97
WATER OPERATING FUND	590	\$ 91,137.92
WASTEWATER OPERATING FUND	591	\$ 51,285.33
WATER CAPITAL FUND	592	\$ 14,892.36
WASTEWATER CAPITAL FUND	593	\$ 54,500.00
PAYROLL CHECKS & BENEFITS	10/18	\$ 1,330,393.63
TOTAL APPROPRIATIONS		\$ 2,055,505.92

PASSED by the Council this 28th day of October, 2024.

ATTEST:

DEPUTY CITY CLERK

MAYOR

APPROVED by the Mayor this 28th day of October, 2024.

MAYOR

Appropriations Legend

Account Number	Fund and Departments
10	General Fund
10.10	Council
10.20	Administration
10.25	Human Resources
10.30	Finance
10.40	Police
10.50	Fire
10.60	Parks-Aging Services
10.70	Public Works
10.80	Planning and Development Services
10.90	Information Services
10.95	City Wide
11	Limited Capital Fund
14	Downtown 353
15	Residential 353
16	TIF-Liberty Commons
17	CID-Liberty Commons
18	TDD-Liberty Commons
20-21	TIF-Liberty Triangle Project
22	TIF-Liberty Triangle Series 2007
23	TIF-Roger's Plaza
24	TIF-Blue Jay Crossing
25	TIF-Triangle Project B-1
26	TIF-Triangle Project F
27	Rogers CID Sales Tax
28	Blue Jay Crossing CID Sales Tax
29	Triangle CID Sales Tax
30	South Liberty Parkway
31	TIF-South Liberty Parkway-Whitehall
32	TIF-Project E
33	TIF-Triangle Project E
35	TIF-Tiangle Project E-4
36	Liberty Corners CID
37	TIF-Triangle Project E-1
38	TIF-Triangle Project E-2
39	Healthy Living Community
40 & 41	Cemetery Trust Funds
42	F Hughes Library Trust
50	Capital Sales Tax Fund
51	PFA Construction Fund
52	Transportation Sales Tax Fund
54	Park Sales Tax Fund
55	Parks Development Fund
56	Eco/Devo Sales Tax Fund
57	Capital Const Bond Fund
58	Fire Sales Tax Fund
59	Public Safety Sales Tax Fund
60	Parks Fund
61	Sports Complex Fund
65	Community Center Fund
67	Transient Guest Tax Fund
68	Preservation & Development Fund
69	Police Training Fund
70	Cable Reserve Fund
73	Cemetery Maintenance Fund
75	Loss Control Fund
80	Debt Service Fund
81	Tax Escrow Fund
82	TIF-Triangle B-1 Debt Service (CCHC)
83	TIF Debt Service 2007 Fund
86	TIF Debt Service Fund
87	NID Debt Service Fund
88	PFA Debt Service Fund
90	Water Operating Fund
90.30	Finance-Utility Billing
90.70	Public Works
92	Wastewater Operating Fund
92.30	Finance-Utility Billing
92.70	Public Works
94	Water Capital Fund
96	Wastewater Capital Fund
97	Wastewater Treatment Facility
98	Solid Waste Fund
98.30	Finance-Utility Billing
98.70	Public Works

OCTOBER 11, 2024

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 10/10/2024 and 10/11/2024;

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										
187898; 10/11/2024; Outstanding; null										
	12	JOEL REINOEHL MARKETING	TI008	10/09/2024	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Tompkins Industries Banner Sponsorship	\$ 550.00
	12	JOEL REINOEHL MARKETING	TI008	10/09/2024	PARKS & RECREATION		465-55043-420-0000 00	SPONSORSHIPS	Tompkins Industries Banner Sponsorship	\$ 270.00
	12	JOEL REINOEHL MARKETING	TI008	10/09/2024	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Tompkins Industries Banner Sponsorship	\$ 180.00
	12	JOEL REINOEHL MARKETING	RP008	10/07/2024	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Redwood Pediatrics Sponsorship	\$ 529.38
	12	JOEL REINOEHL MARKETING	RP008	10/07/2024	PARKS & RECREATION		465-55043-420-0000 00	SPONSORSHIPS	Redwood Pediatrics Sponsorship	\$ 259.87
	12	JOEL REINOEHL MARKETING	RP008	10/07/2024	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Redwood Pediatrics Sponsorship	\$ 173.25
	12	JOEL REINOEHL MARKETING	HW02	10/07/2024	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	One Hour HVAC Scoreboard Sponsorship	\$ 600.00
CHECK TOTAL FOR CHECK NUMBER 187898										\$ 2,562.50
187899; 10/11/2024; Outstanding; null										
	76	HEARTLAND COCA-COLA	43697726005	10/09/2024	PARKS & REC-PO		461-53005-451-0000 00	CONCESSION SUPPLIES	PKS PRODUCTS AT CFSC	\$ 1,221.98
CHECK TOTAL FOR CHECK NUMBER 187899										\$ 1,221.98
187900; 10/11/2024; Outstanding; null										
	81	BRADY INDUSTRIES OF KANS	9247504	09/16/2024	PUBLIC WORKS		100-53008-160-0000 00	MAINTENANCE MATERIALS	Janitorial Supplies	\$ 565.07
CHECK TOTAL FOR CHECK NUMBER 187900										\$ 565.07
187901; 10/11/2024; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11302	10/01/2024	POLICE		100-55044-501-0000 00	MISCELLANEOUS FEES	Intake Processing, DNA Sample, Lab Exam	\$ 93.00
CHECK TOTAL FOR CHECK NUMBER 187901										\$ 93.00

**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										
187902; 10/11/2024; Outstanding; null										
	147	GUILD COLLECTIVE	3506	10/01/2024	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	Visit Liberty advertising for September	\$ 2,238.91
CHECK TOTAL FOR CHECK NUMBER 187902										\$ 2,238.91
187903; 10/11/2024; Outstanding; null										
October Retainer	147	GUILD COLLECTIVE	3537	10/01/2024	TRNST GST TX-PO		244-55009-119-000000	CONSULTING SRVCS - WAYFINDING	September Retainer for Marketing Services	\$ 4,925.00
CHECK TOTAL FOR CHECK NUMBER 187903										\$ 4,925.00
187904; 10/11/2024; Outstanding; null										
	186	PRIDE CLEANERS MJV-A LLC	333472-93024	10/01/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	September Uniform Cleaning	\$ 393.99
	186	PRIDE CLEANERS MJV-A LLC	168997-093024	10/01/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	September Jail Laundry	\$ 37.50
CHECK TOTAL FOR CHECK NUMBER 187904										\$ 431.49
187905; 10/11/2024; Outstanding; null										
	189	DELL MARKETING LP	10771900542	09/16/2024	TECH & LOGISTICS		100-60004-170-000000	MINOR COMPUTER EQUIPMENT	dell pcs	\$ 5,390.00
CHECK TOTAL FOR CHECK NUMBER 187905										\$ 5,390.00
187906; 10/11/2024; Outstanding; null										
	243	METROPOLITAN TELECOMM; METTEL	0100531062-379-	09/15/2024	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATIO N CIRCUITS	pots lines	\$ 666.95
CHECK TOTAL FOR CHECK NUMBER 187906										\$ 666.95
187907; 10/11/2024; Outstanding; null										
	314	RICOH USA, INC	39632244	08/16/2024	COURT		100-53031-116-000000	COPIER LEASE & USAGE	PERIODIC PAYMENT	\$ 105.53
	314	RICOH USA, INC	5070207029	10/01/2024	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	CIU Usage 7/1-9/30/24	\$ 50.45
CHECK TOTAL FOR CHECK NUMBER 187907										\$ 155.98

**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										
187908; 10/11/2024; Outstanding; null										
	391	LINEAGE MAILING SERVICES	215088	09/30/2024	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 402.74
	391	LINEAGE MAILING SERVICES	215088	09/30/2024	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 402.73
	391	LINEAGE MAILING SERVICES	215088	09/30/2024	FINANCE		590-59010-131-000000	POSTAGE	Util bill postage	\$ 1,020.08
	391	LINEAGE MAILING SERVICES	215088	09/30/2024	FINANCE		591-59010-131-000000	POSTAGE	Util bill postage	\$ 1,020.08
	391	LINEAGE MAILING SERVICES	215089	09/30/2024	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 79.35
	391	LINEAGE MAILING SERVICES	215089	09/30/2024	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 79.34
	391	LINEAGE MAILING SERVICES	215089	09/30/2024	FINANCE		590-59010-131-000000	POSTAGE	Util bill postage	\$ 251.91
	391	LINEAGE MAILING SERVICES	215089	09/30/2024	FINANCE		591-59010-131-000000	POSTAGE	Util bill postage	\$ 251.91
	391	LINEAGE MAILING SERVICES	215090	09/30/2024	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 67.28
	391	LINEAGE MAILING SERVICES	215090	09/30/2024	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 67.28
	391	LINEAGE MAILING SERVICES	215090	09/30/2024	FINANCE		590-59010-131-000000	POSTAGE	Util bill postage	\$ 202.77
	391	LINEAGE MAILING SERVICES	215090	09/30/2024	FINANCE		591-59010-131-000000	POSTAGE	Util bill postage	\$ 202.77
	391	LINEAGE MAILING SERVICES	215087	09/30/2024	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 447.49
	391	LINEAGE MAILING SERVICES	215087	09/30/2024	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 447.49
	391	LINEAGE MAILING SERVICES	215087	09/30/2024	FINANCE		590-59010-131-000000	POSTAGE	Util bill postage	\$ 1,138.57
	391	LINEAGE MAILING SERVICES	215087	09/30/2024	FINANCE		591-59010-131-000000	POSTAGE	Util bill postage	\$ 1,138.57

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187908; 10/11/2024; Outstanding; null										
CHECK TOTAL FOR CHECK NUMBER 187908										\$ 7,220.36
187909; 10/11/2024; Outstanding; null										
	415	CRAWFORD, MURPHY & TILLY	0238240	09/23/2024	PUB WRKS-PO		352-57044-605-0000 00	OVERLAY PROGRAM	PW BARRIER DESIGN	\$ 16,577.55
	415	CRAWFORD, MURPHY & TILLY	0238240	09/23/2024	PUB WRKS-PO		352-57044-605-0000 00	OVERLAY PROGRAM	NO PO- PW BARRIER DESIGN	\$ 1,543.63
CHECK TOTAL FOR CHECK NUMBER 187909										\$ 18,121.18
187910; 10/11/2024; Outstanding; null										
	492	ALL COPY PRODUCTS, INC.	37576508	10/02/2024	PARKS & RECREATION		460-57012-400-0000 00	OFFICE EQUIPMENT MAINTENANCE	Postage Service Agreement	\$ 73.39
CHECK TOTAL FOR CHECK NUMBER 187910										\$ 73.39
187911; 10/11/2024; Outstanding; null										
	565	JAMES MARTIN	10/18-10/23	09/24/2024	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	POL IACP Conf	\$ 506.00
CHECK TOTAL FOR CHECK NUMBER 187911										\$ 506.00
187912; 10/11/2024; Outstanding; null										
	582	MIDWAY FORD TRUCK CENTER INC	R100455387	10/08/2024	FIRE		100-57009-302-0000 00	VEHICLE MAINTENANCE	Fire #624 coolant leak, turbo issues	\$ 6,331.51
CHECK TOTAL FOR CHECK NUMBER 187912										\$ 6,331.51
187913; 10/11/2024; Outstanding; null										
	604	MAMA & ME CHILDREN'S BOUTIQUE	604	10/02/2024	PLANNING & DVLP		244-55035-119-0000 00	OTHER FEES		\$ 813.76
CHECK TOTAL FOR CHECK NUMBER 187913										\$ 813.76
187914; 10/11/2024; Outstanding; null										
	612	SKYLAR ANDERSON	10/8/2024	10/08/2024	PARKS & RECREATION		465-55054-410-0000 00	SWIM TEAM BASICS		\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 187914										\$ 20.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187915; 10/11/2024; Outstanding; null										
	669	MYRICK MECHANICAL	2225	08/26/2024	UTILITIES-PO		100-57019-160-000000	BUILDING MAINTENANCE	CITY WIDE HVAC MAINTENAN	\$ 1,079.00
CHECK TOTAL FOR CHECK NUMBER 187915										\$ 1,079.00
187916; 10/11/2024; Outstanding; null										
	713	KOHL WHOLESALE INC	1080757	10/02/2024	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	PKS CONCESSION FOOD	\$ 1,726.90
	713	KOHL WHOLESALE INC	1088020	10/09/2024	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	PKS CONCESSION FOOD	\$ 2,003.07
CHECK TOTAL FOR CHECK NUMBER 187916										\$ 3,729.97
187917; 10/11/2024; Outstanding; null										
	730	SOUTHWESTERN COMMUNICATIONS	87879	10/01/2024	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	Trouble shoot fire alarm panel at City Hall	\$ 1,150.00
CHECK TOTAL FOR CHECK NUMBER 187917										\$ 1,150.00
187918; 10/11/2024; Outstanding; null										
Confederate Monument Legal Fees	763	KELLY LAW OFFICE, P.C.	1450-000M	10/07/2024	ADMINISTRATI ON		100-55005-111-000000	LEGAL FEES	Confederate Monument Legal Fees	\$ 4,663.55
CHECK TOTAL FOR CHECK NUMBER 187918										\$ 4,663.55

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187919; 10/11/2024; Outstanding; null										
	777	STERICYCLE, INC.	8008443363	09/25/2024	MULTI		100-55044-501-000000	MISCELLANEOUS FEES	Records/Dispatch	\$ 267.80
	777	STERICYCLE, INC.	8008443363	09/25/2024	MULTI		100-55044-116-000000	MISCELLANEOUS FEES	Court	\$ 35.22
	777	STERICYCLE, INC.	8008443363	09/25/2024	MULTI		100-55044-140-000000	MISCELLANEOUS FEES	Personnel	\$ 35.22
	777	STERICYCLE, INC.	8008443363	09/25/2024	MULTI		100-55044-111-000000	MISCELLANEOUS FEES	City Clerk	\$ 47.71
	777	STERICYCLE, INC.	8008443363	09/25/2024	MULTI		100-55044-130-000000	MISCELLANEOUS FEES	Finance	\$ 51.99
CHECK TOTAL FOR CHECK NUMBER 187919										\$ 437.94
187920; 10/11/2024; Outstanding; null										
	781	TEKLAB, INC.	314384	10/02/2024	UTILITIES-PO		591-55020-902-000000	LAB FEES	WWT LAB SERVICES	\$ 416.80
CHECK TOTAL FOR CHECK NUMBER 187920										\$ 416.80
187921; 10/11/2024; Outstanding; null										
	840	MAX10 MO LLC	00170101	10/01/2024	PUB WRKS-PO		100-55041-202-000000	CONTRACT LABOR	2024 JANITORIAL SERVICES	\$ 2,165.56
CHECK TOTAL FOR CHECK NUMBER 187921										\$ 2,165.56
187922; 10/11/2024; Outstanding; null										
	882	KIMBERLY BORDER	0078	10/04/2024	FIRE		356-60000-305-000000	MINOR EQUIPMENT	Misc. St.3 Open House Items	\$ 384.00
CHECK TOTAL FOR CHECK NUMBER 187922										\$ 384.00
187923; 10/11/2024; Outstanding; null										
	898	A M CONSTRUCTION SUPPLY, INC	3578	09/13/2024	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	ST - Combo Blade	\$ 299.99
CHECK TOTAL FOR CHECK NUMBER 187923										\$ 299.99

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187924; 10/11/2024; Outstanding; null										
	957	VANCE BROTHERS INC	IG00027374	09/18/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt	\$ 366.00
	957	VANCE BROTHERS INC	IG00027626	10/01/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Wilshire	\$ 711.54
	957	VANCE BROTHERS INC	IG00027656	10/02/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Wilshire	\$ 709.18
	957	VANCE BROTHERS INC	IG00027691	10/03/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Wilshire	\$ 650.77
	957	VANCE BROTHERS INC	IG00027715	10/04/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt between Prairie and Gallatin	\$ 356.36
CHECK TOTAL FOR CHECK NUMBER 187924										\$ 2,793.85
187925; 10/11/2024; Outstanding; null										
	1236	CITY OF NORTH KANSAS CITY	INV-00011764	10/08/2024	POLICE		100-53019-502-000000	ARMORY SUPPLIES	Range Fee	\$ 450.00
CHECK TOTAL FOR CHECK NUMBER 187925										\$ 450.00
187926; 10/11/2024; Outstanding; null										
	2018	MOTOROLA INC	8281994953	10/03/2024	POLICE		100-60005-501-000000	VEHICLE CHANGE OVER COSTS	Vehicle Change Over	\$ 1,414.80
CHECK TOTAL FOR CHECK NUMBER 187926										\$ 1,414.80
187927; 10/11/2024; Outstanding; null										
	2272	DREXEL TECHNOLOGIES	INV143914	09/27/2024	TECH & LOGISTICS		100-53000-170-000000	GENERAL SUPPLIES	HP Ink DesignJet X3600 Gray (P2V93A)	\$ 117.30
	2272	DREXEL TECHNOLOGIES	INV143970	09/27/2024	TECH & LOGISTICS		100-57012-170-000000	OFFICE EQUIPMENT MAINTENANCE	HP DesignJet XL3600 Monthly Maintenance 09/01/2024-09/30/2024	\$ 126.00
	2272	DREXEL TECHNOLOGIES	INV141799	08/28/2024	TECH & LOGISTICS		100-57012-170-000000	OFFICE EQUIPMENT MAINTENANCE	Mthly Plotter Maintenance (08/01/2024-08/31/2024)	\$ 126.00
CHECK TOTAL FOR CHECK NUMBER 187927										\$ 369.30

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187928; 10/11/2024; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85487748	09/16/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,414.94
	2300	BOUND TREE MEDICAL LLC	85487747	09/16/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 372.00
	2300	BOUND TREE MEDICAL LLC	85473603	09/04/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,352.19
	2300	BOUND TREE MEDICAL LLC	85506270	10/01/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 113.70
	2300	BOUND TREE MEDICAL LLC	85503900	09/30/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 2,088.36
	2300	BOUND TREE MEDICAL LLC	85436522	08/01/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,975.62
CHECK TOTAL FOR CHECK NUMBER 187928										\$ 7,316.81
187929; 10/11/2024; Outstanding; null										
	2767	K C WINWATER WORKS CO	332932-03	09/23/2024	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #225	\$ 1,005.00
CHECK TOTAL FOR CHECK NUMBER 187929										\$ 1,005.00
187930; 10/11/2024; Outstanding; null										
	2795	BARTS ELECTRIC CO INC	29088	09/30/2024	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Repairs to lights in Natatorium and Parking Lot	\$ 4,462.97
CHECK TOTAL FOR CHECK NUMBER 187930										\$ 4,462.97
187931; 10/11/2024; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281216399	10/07/2024	PARKS & RECREATION		465-57018-420-000000	MISC EQUIPMENT MAINT	Facility Mats 10.7.24	\$ 117.70
CHECK TOTAL FOR CHECK NUMBER 187931										\$ 117.70

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187932; 10/11/2024; Outstanding; null										
Incl Billing w/Check	3552	K C MO WATER SERVICES	KC 9-2024	10/03/2024	FINANCE		591-55040-902-0000 00	SEWAGE TREATMENT SERVICES		\$ 1,783.42
CHECK TOTAL FOR CHECK NUMBER 187932										\$ 1,783.42
187933; 10/11/2024; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	578196	09/24/2024	FIRE-PO		356-60000-305-0000 00	MINOR EQUIPMENT	FIRE BUNKER GEAR REPLACE	\$ 20,005.69
	3684	CONRAD FIRE EQUIPMENT INC	578196-1	09/04/2024	FIRE	Balance not paid on PO	100-59015-301-0000 00	PROTECTIVE CLOTHING	Fire bunker gear replacement	\$ 3,400.34
	3684	CONRAD FIRE EQUIPMENT INC	578399	10/01/2024	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	Mirror Repair	\$ 1,179.75
	3684	CONRAD FIRE EQUIPMENT INC	578398	10/01/2024	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	Steering Miter Box Replacement	\$ 924.62
	3684	CONRAD FIRE EQUIPMENT INC	578396	10/01/2024	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	AC Repair	\$ 1,872.15
	3684	CONRAD FIRE EQUIPMENT INC	578397	10/01/2024	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	Compartment Lights	\$ 1,702.58
	3684	CONRAD FIRE EQUIPMENT INC	578395	10/01/2024	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	Light Tower Warning Switch	\$ 1,084.07
	3684	CONRAD FIRE EQUIPMENT INC	578389	10/01/2024	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	Multiple Valve Repalcements	\$ 4,249.96
	3684	CONRAD FIRE EQUIPMENT INC	578394	10/01/2024	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	Discharge Gauge Replacement	\$ 790.31
CHECK TOTAL FOR CHECK NUMBER 187933										\$ 35,209.47
187934; 10/11/2024; Outstanding; null										
	3710	KELLER FIRE & SAFETY INC	352170	09/26/2024	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	Extinguisher refill	\$ 698.15
CHECK TOTAL FOR CHECK NUMBER 187934										\$ 698.15

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187935; 10/11/2024; Outstanding; null										
split according to attached PA	4364	CHARTER COMMUNICATIONS	219601401070124	07/01/2024	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	Telecom SIP service	\$ 1,146.93
split according to attached PA	4364	CHARTER COMMUNICATIONS	219601401070124	07/01/2024	TECH & LOGISTICS		465-55044-420-000000	MISCELLANEOUS FEES	CC Video Service	\$ 914.67
Split across accounts according to the attached breakdown	4364	CHARTER COMMUNICATIONS	219601401090124	09/01/2024	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	SIP Telecom	\$ 1,146.93
Split across accounts according to the attached breakdown	4364	CHARTER COMMUNICATIONS	219601401090124	09/01/2024	TECH & LOGISTICS		465-55044-420-000000	MISCELLANEOUS FEES	CC Video Service	\$ 949.54
Split across accounts according to the attached breakdown	4364	CHARTER COMMUNICATIONS	219601401080124	08/01/2024	NONE		100-55001-170-000000	INTERNET SERVICE FEES	Telecom SIP Service	\$ 1,146.93
Split across accounts according to the attached breakdown	4364	CHARTER COMMUNICATIONS	219601401080124	08/01/2024	NONE		465-55044-420-000000	MISCELLANEOUS FEES	CC Video Service	\$ 952.25
CHECK TOTAL FOR CHECK NUMBER 187935										\$ 6,257.25
187936; 10/11/2024; Outstanding; null										
2024-2025 Corporate Council Sponsorship	4410	LIBERTY SCHOOL DIST FOUNDATION	CC25154	10/04/2024	CITY COUNCIL		100-59004-100-000000	MEETING EXPENSE	2024-2025 Corporate Council Sponsorship	\$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 187936										\$ 1,500.00
187937; 10/11/2024; Outstanding; null										
	4458	HASTY AWARDS	09241681	10/02/2024	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Soccer Medals	\$ 1,102.66
	4458	HASTY AWARDS	10240161	10/03/2024	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	TBall Medals (Fall '24)	\$ 150.79
CHECK TOTAL FOR CHECK NUMBER 187937										\$ 1,253.45

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187938; 10/11/2024; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	240011	01/09/2024	TRNST GST TX-PO		100-59018-160-000000	HDLI CONTRACT	2024 HDLI CONTRACT	\$ 0.00
	4528	HISTORIC DOWNTOWN LIBERTY INC	240011	01/09/2024	TRNST GST TX-PO		244-59018-119-000000	HDLI CONTRACT	2024 HDLI CONTRACT	\$ 3,333.33
	4528	HISTORIC DOWNTOWN LIBERTY INC	HDLI092024	10/01/2024	TRANSIENT GUEST TAX		244-59018-119-000000	HDLI CONTRACT	Reimbursement for "Fun Money" Coupon Program	\$ 150.00
	4528	HISTORIC DOWNTOWN LIBERTY INC	HDLI092024	10/01/2024	TRANSIENT GUEST TAX		244-59018-119-000000	HDLI CONTRACT	Reimbursement for Block Party event expenses	\$ 833.98
	4528	HISTORIC DOWNTOWN LIBERTY INC	HDLI092024	10/01/2024	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	Reimbursement for Marketing and Advertising Expenses	\$ 352.08
CHECK TOTAL FOR CHECK NUMBER 187938										\$ 4,669.39
187939; 10/11/2024; Outstanding; null										
	4621	T & M MOBILE SERVICE	46122	10/02/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Brakes and Air Compressor	\$ 4,571.17
CHECK TOTAL FOR CHECK NUMBER 187939										\$ 4,571.17
187940; 10/11/2024; Outstanding; null										
	4763	PRINTING UNLIMITED	71532	10/07/2024	PR & COMMUNICATION		100-53032-113-000000	OUTSIDE PRINTING	October Utility Bill Insert	\$ 688.40
CHECK TOTAL FOR CHECK NUMBER 187940										\$ 688.40
187941; 10/11/2024; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0033545	10/01/2024	FIRE		356-60000-305-000000	MINOR EQUIPMENT	ADS Security install	\$ 1,300.00
	4908	AMERICAN DIGITAL SECURITY LLC	INV0033647	10/08/2024	FIRE		356-60000-305-000000	MINOR EQUIPMENT	St.3 New Access Control	\$ 9,133.67
CHECK TOTAL FOR CHECK NUMBER 187941										\$ 10,433.67

**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										
187942; 10/11/2024; Void; null										
Code to 244-55035-199-00 0000	4984	THE ARTISAN MARKET	1225	09/30/2024	PLANNING & DVLP		244-55035-119-0000 00	OTHER FEES	**	\$ 5,000.00
CHECK TOTAL FOR CHECK NUMBER 187942										\$ 0.00
187943; 10/11/2024; Outstanding; null										
	5066	TYLER TECHNOLOGIES- INCODE DIV	025-479670	10/01/2024	TECH & LOGISTICS		100-57030-170-0000 00	SOFTWARE MAINTENANCE	incode court case management	\$ 12,101.03
CHECK TOTAL FOR CHECK NUMBER 187943										\$ 12,101.03
187944; 10/11/2024; Outstanding; null										
	5165	THE LAMAR COMPANIES	116297229	09/04/2024	TRANSIENT GUEST TAX		244-55028-119-0000 00	ADVERTISING	Billboard for Fall Festival	\$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 187944										\$ 1,500.00
187945; 10/11/2024; Outstanding; null										
	5394	GALL'S INC	029181089	09/26/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 29.60
	5394	GALL'S INC	029219196	09/30/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 87.12
	5394	GALL'S INC	029248298	10/03/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 32.23
	5394	GALL'S INC	029173568	09/25/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 34.76
	5394	GALL'S INC	029168709	09/25/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 232.14
	5394	GALL'S INC	029183994	09/26/2024	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Mag/Handcuff Combo	\$ 31.99
CHECK TOTAL FOR CHECK NUMBER 187945										\$ 447.84
187946; 10/11/2024; Outstanding; null										
	5626	WEX BANK	100150007	09/30/2024	NONE		100-12023-000-0000 00	INVENTORY- GASOLINE		\$ 34,075.67
CHECK TOTAL FOR CHECK NUMBER 187946										\$ 34,075.67

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187947; 10/11/2024; Outstanding; null										
	5662	SUMNERONE INC	4074126	10/03/2024	FIRE		100-53000-300-000000	GENERAL SUPPLIES	Fire printer cartridge	\$ 247.00
CHECK TOTAL FOR CHECK NUMBER 187947										\$ 247.00
187948; 10/11/2024; Outstanding; null										
	5664	PACE ANALYTICAL SERVICES	2460214551	10/03/2024	UTILITIES-PO		590-55020-802-000000	LAB FEES	WTR CHEMICAL TESTING	\$ 452.00
CHECK TOTAL FOR CHECK NUMBER 187948										\$ 452.00
187949; 10/11/2024; Outstanding; null										
	5680	LAUREL SHOGER	10/8/2024	10/08/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 133.00
	5680	LAUREL SHOGER	10/8/2024	10/08/2024	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 70.50
CHECK TOTAL FOR CHECK NUMBER 187949										\$ 203.50
187950; 10/11/2024; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	1750266	10/04/2024	UTILITIES-PO		590-53009-802-000000	CHEMICALS	WTR HYDRATED LIME	\$ 8,395.39
CHECK TOTAL FOR CHECK NUMBER 187950										\$ 8,395.39
187951; 10/11/2024; Outstanding; null										
	5838	EXCELSIOR SPRINGS HOSPITAL	4669	10/04/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 166.10
CHECK TOTAL FOR CHECK NUMBER 187951										\$ 166.10
187952; 10/11/2024; Outstanding; null										
Code to 244-55035-119-000000	5909	PERSONAL TOUCH ENGRAVING	39673	09/16/2024	PLANNING & DVLP		244-55035-119-000000	OTHER FEES		\$ 7.50
CHECK TOTAL FOR CHECK NUMBER 187952										\$ 7.50

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187953; 10/11/2024; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	538013269	09/12/2024	PARKS & RECREATION		461-57012-451-00000	OFFICE EQUIPMENT MAINTENANCE	Konica Contract	\$ 381.22
CHECK TOTAL FOR CHECK NUMBER 187953										\$ 381.22
187954; 10/11/2024; Outstanding; null										
	5952	T & W TIRE LLC	3040110438	10/07/2024	FIRE		100-57009-302-00000	VEHICLE MAINTENANCE	6 Tires Replaced	\$ 2,978.52
CHECK TOTAL FOR CHECK NUMBER 187954										\$ 2,978.52
187955; 10/11/2024; Outstanding; null										
	5964	SYNERGY SERVICES INC	DV-SEPT-24	10/03/2024	FINANCE		100-20015-000-00000	DOMESTIC VIOLENCE SHELTER		\$ 948.00
CHECK TOTAL FOR CHECK NUMBER 187955										\$ 948.00
187956; 10/11/2024; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4060115	10/02/2024	FIRE		100-53001-302-00000	MEDICAL SUPPLIES	Fire medical supplies	\$ 153.00
CHECK TOTAL FOR CHECK NUMBER 187956										\$ 153.00
187957; 10/11/2024; Outstanding; null										
	6030	REJIS COMMISSION	538792	09/16/2024	ADMINISTRATI ON		100-55044-116-00000	MISCELLANEOUS FEES	Mobile Ticketing Interface	\$ 166.00
CHECK TOTAL FOR CHECK NUMBER 187957										\$ 166.00
187958; 10/11/2024; Outstanding; null										
Mowing Week of 10.7.24	6136	KITCHS LAWN CARE & LANDSC	2286	10/08/2024	CEMETERY MNTCE-PO		247-57024-204-00000	MOWING CONTRACT	2024 MOWING CONTRACT	\$ 2,100.00
CHECK TOTAL FOR CHECK NUMBER 187958										\$ 2,100.00
187959; 10/11/2024; Outstanding; null										
	6202	MADDEN MEDIA	2024-026077	09/30/2024	TRANSIENT GUEST TAX		244-59009-119-00000	CONTRIBUTIONS TO PROJECTS	Madden Media SEM Ads - September	\$ 356.49
CHECK TOTAL FOR CHECK NUMBER 187959										\$ 356.49

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187960; 10/11/2024; Outstanding; null										
	6213	RBE LAWN CARE LLC	10014	09/30/2024	PUBLIC WORKS		100-55041-203-0000 00	CONTRACT LABOR	Force mows for Sept 2024	\$ 1,125.00
CHECK TOTAL FOR CHECK NUMBER 187960										\$ 1,125.00
187961; 10/11/2024; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002244253	09/30/2024	FIRE		100-53009-302-0000 00	CHEMICALS	Fire oxygen	\$ 24.75
	6305	HELGET GAS PRODUCTS	0002852828	09/09/2024	FIRE		100-53009-302-0000 00	CHEMICALS	Fire oxygen	\$ 45.93
	6305	HELGET GAS PRODUCTS	0002866446	10/07/2024	FIRE		100-53009-302-0000 00	CHEMICALS	Fire oxygen	\$ 44.35
CHECK TOTAL FOR CHECK NUMBER 187961										\$ 115.03
187962; 10/11/2024; Outstanding; null										
	6384	CE WATER MANAGEMENT INC	C67800	10/01/2024	PUBLIC WORKS		100-57020-202-0000 00	FACILITIES MAINTENANCE	PWK BOILER LOOP MAINT	\$ 272.00
CHECK TOTAL FOR CHECK NUMBER 187962										\$ 272.00
187963; 10/11/2024; Outstanding; null										
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1680807	08/30/2024	PUBLIC WORKS		100-57017-201-00000 0	STREET/TRAFFIC LIGHTS MAINT	Detection issue at Withers & South Wales	\$ 470.09
CHECK TOTAL FOR CHECK NUMBER 187963										\$ 470.09
187964; 10/11/2024; Outstanding; null										
	6471	JCI INDUSTRIES INC	8273292	09/30/2024	UTILITIES		591-57005-902-0000 00	WATER PLANT MAINTENANCE	Repair Seals for Permeate Pump	\$ 3,702.00
CHECK TOTAL FOR CHECK NUMBER 187964										\$ 3,702.00
187965; 10/11/2024; Outstanding; null										
	6547	EDWARDS CHEMICALS	IN168421	10/07/2024	PARKS & RECREATION		465-53009-420-0000 00	CHEMICALS	October 2 Pool Chemical Delivery	\$ 2,347.00
CHECK TOTAL FOR CHECK NUMBER 187965										\$ 2,347.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187966; 10/11/2024; Outstanding; null										
	6668	CUSTOM GRAPHICS LLC	2082	09/23/2024	PARKS & RECREATION		461-53003-451-0000 00	RECREATION SUPPLIES	NO PO-PKS BASEBALL SOFTBALL VB	\$ 1,509.05
CHECK TOTAL FOR CHECK NUMBER 187966										\$ 1,509.05
187967; 10/11/2024; Outstanding; null										
LPAT house lighting project	6727	MIKE HAGEN ELECTRIC, INC.	20527	10/04/2024	PARKS & RECREATION		460-70001-400-0000 00	CAPITAL EQUIPMENT	electrician for project	\$ 1,795.00
CHECK TOTAL FOR CHECK NUMBER 187967										\$ 1,795.00
187968; 10/11/2024; Outstanding; null										
	6763	MICHAEL S WIENANDS	10/9/2024	10/09/2024	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 36.00
CHECK TOTAL FOR CHECK NUMBER 187968										\$ 36.00
187969; 10/11/2024; Outstanding; null										
	6939	TRANSYSTEMS	INV-0004613 862	09/20/2024	PUB WRKS-PO		352-57034-605-0000 00	TRAFFIC SIGNAL UPGRADES	PW 291/BLUE JAY-STEWART	\$ 26,218.16
CHECK TOTAL FOR CHECK NUMBER 187969										\$ 26,218.16
187970; 10/11/2024; Outstanding; null										
	7683	RICOH USA, INC	108629712	10/01/2024	FIRE		100-53031-300-0000 00	COPIER LEASE & USAGE	Fire copier lease	\$ 137.89
CHECK TOTAL FOR CHECK NUMBER 187970										\$ 137.89
187971; 10/11/2024; Outstanding; null										
	7688	C&B EQUIPMENT	17606-00	09/24/2024	UTILITIES		590-57006-802-0000 00	WELLFIELD MAINTENANCE	Well #4 Repair	\$ 4,227.50
CHECK TOTAL FOR CHECK NUMBER 187971										\$ 4,227.50

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187972; 10/11/2024; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST430903	10/02/2024	UTILITIES		590-57019-802-000000	BUILDING MAINTENANCE	Printer Repairs	\$ 891.52
Meter Reads 8/27 to 9/26/2024	8612	MIDWEST OFFICE TECHNOLOGY INC	INST430586	09/30/2024	ADMINISTRATI ON		100-53031-110-000000	COPIER LEASE & USAGE	Meter Reads 8/27 to 9/26/2024	\$ 275.15
CHECK TOTAL FOR CHECK NUMBER 187972										\$ 1,166.67
187973; 10/11/2024; Outstanding; null										
Legal Fees General	8654	CUNNINGHAM, VOGEL & ROST PC	69569	08/31/2024	ADMINISTRATI ON		100-55005-111-000000	LEGAL FEES	General Legal Fees	\$ 767.00
General Legal Fees	8654	CUNNINGHAM, VOGEL & ROST PC	69679	09/30/2024	ADMINISTRATI ON		100-55005-111-000000	LEGAL FEES	General Legal Fees	\$ 3,939.00
Telecommunication s Consultation Legal Fees	8654	CUNNINGHAM, VOGEL & ROST PC	69680	09/30/2024	ADMINISTRATI ON		100-55005-111-000000	LEGAL FEES	Telecommunications Consultation Legal Fees	\$ 2,269.50
CHECK TOTAL FOR CHECK NUMBER 187973										\$ 6,975.50
187974; 10/11/2024; Outstanding; null										
	8846	CIVIC PLUS INC	314978	08/31/2024	ADMINISTRATI ON		100-53032-111-000000	OUTSIDE PRINTING	Supplement No. 23 to the City Code of Ordinances	\$ 2,874.02
CHECK TOTAL FOR CHECK NUMBER 187974										\$ 2,874.02
187975; 10/11/2024; Outstanding; null										
	8879	ISABELLA PAOLETTI	10/8/2024	10/08/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 40.00
	8879	ISABELLA PAOLETTI	10/8/2024	10/08/2024	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 25.00
	8879	ISABELLA PAOLETTI	10/8/2024	10/08/2024	PARKS & RECREATION		465-55068-410-000000	YOUTH CAMPS		\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 187975										\$ 85.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187976; 10/11/2024; Outstanding; null										
	999999	Aaron & Lindsey Wylde	10133400013	10/08/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS		\$ 110.02
CHECK TOTAL FOR CHECK NUMBER 187976										\$ 110.02
187977; 10/11/2024; Outstanding; null										
	999999	Brandy Garcia	105-0880-00-02	10/08/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	Water Refund	\$ 49.17
CHECK TOTAL FOR CHECK NUMBER 187977										\$ 49.17
187978; 10/11/2024; Outstanding; null										
	999999	Steve Evans	105-5380-00-06	10/08/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS		\$ 18.96
CHECK TOTAL FOR CHECK NUMBER 187978										\$ 18.96
187979; 10/11/2024; Outstanding; null										
	999999	James Fisher	117-2991-00-08	10/08/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 60.75
CHECK TOTAL FOR CHECK NUMBER 187979										\$ 60.75
187980; 10/11/2024; Outstanding; null										
	999999	Vinebrook Home Borrower	118-5025-00-07	10/08/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 125.40
CHECK TOTAL FOR CHECK NUMBER 187980										\$ 125.40
187981; 10/11/2024; Outstanding; null										
	999999	Savannah Simpson	119-1766-00-08	10/08/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 62.44
CHECK TOTAL FOR CHECK NUMBER 187981										\$ 62.44
187982; 10/11/2024; Outstanding; null										
	999999	Janet Wood	122-6200-00-03	10/08/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 94.91
CHECK TOTAL FOR CHECK NUMBER 187982										\$ 94.91

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187983; 10/11/2024; Outstanding; null										
	999999	Lauren Quint	123-4565-00-02	10/08/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 141.78
CHECK TOTAL FOR CHECK NUMBER 187983										\$ 141.78
187984; 10/11/2024; Outstanding; null										
	999999	Aaron Hendrix	128-0081-00-20	10/08/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 138.43
CHECK TOTAL FOR CHECK NUMBER 187984										\$ 138.43
187985; 10/11/2024; Outstanding; null										
	999999	Caleb & Katie Lenehan	136-0930-00-05	10/08/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 109.55
CHECK TOTAL FOR CHECK NUMBER 187985										\$ 109.55
187986; 10/11/2024; Outstanding; null										
	999999	Joshua & Kayla Stephens	140-0212-00-17	10/08/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 33.50
CHECK TOTAL FOR CHECK NUMBER 187986										\$ 33.50
187987; 10/11/2024; Outstanding; null										
	999999	Clare Rose & Savannah Failer	140-8030-00-04	10/08/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 52.93
CHECK TOTAL FOR CHECK NUMBER 187987										\$ 52.93
187988; 10/11/2024; Outstanding; null										
	999999	Mary Bell	204-4170-00-20	10/08/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 137.08
CHECK TOTAL FOR CHECK NUMBER 187988										\$ 137.08
187989; 10/11/2024; Outstanding; null										
	999999	Sharpwood Housing LLC	204-4180-00-02	10/08/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 144.77
CHECK TOTAL FOR CHECK NUMBER 187989										\$ 144.77

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187990; 10/11/2024; Outstanding; null										
	999999	Gary & Michelle Woodward	206-1820-00-04	10/08/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 131.72
CHECK TOTAL FOR CHECK NUMBER 187990										\$ 131.72
187991; 10/11/2024; Outstanding; null										
	999999	Kellie Skinner	207-0580-00-02	10/08/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 68.25
CHECK TOTAL FOR CHECK NUMBER 187991										\$ 68.25
187992; 10/11/2024; Outstanding; null										
	999999	Susan Celmer	208-0820-00-02	10/08/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 136.41
CHECK TOTAL FOR CHECK NUMBER 187992										\$ 136.41
187993; 10/11/2024; Outstanding; null										
	999999	James Ripley	208-0840-00-02	10/08/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 100.80
CHECK TOTAL FOR CHECK NUMBER 187993										\$ 100.80
187994; 10/11/2024; Outstanding; null										
	999999	Patricia Evans	209-0320-00-01	10/09/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	Water Refund	\$ 5.87
CHECK TOTAL FOR CHECK NUMBER 187994										\$ 5.87
187995; 10/11/2024; Outstanding; null										
	999999	KFP 4 LLC	209-0610-00-05	10/09/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 152.52
CHECK TOTAL FOR CHECK NUMBER 187995										\$ 152.52
187996; 10/11/2024; Outstanding; null										
	999999	KFP 4 LLC	209-0615-00-26	10/09/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 49.82
CHECK TOTAL FOR CHECK NUMBER 187996										\$ 49.82

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
187997; 10/11/2024; Outstanding; null										
	999999	Joslyn Mai	209-1440-00-02	10/09/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 290.18
CHECK TOTAL FOR CHECK NUMBER 187997										\$ 290.18
187998; 10/11/2024; Outstanding; null										
	999999	Jamie Talley	209-2610-00-15	10/09/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	Water Refund	\$ 149.16
CHECK TOTAL FOR CHECK NUMBER 187998										\$ 149.16
187999; 10/11/2024; Outstanding; null										
	999999	Scott & Angela Newcomb	210-1560-00-06	10/09/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 141.11
CHECK TOTAL FOR CHECK NUMBER 187999										\$ 141.11
188000; 10/11/2024; Outstanding; null										
	999999	Integrity Tow & Recovery	214-3520-00-05	10/09/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 119.34
CHECK TOTAL FOR CHECK NUMBER 188000										\$ 119.34
188001; 10/11/2024; Outstanding; null										
Credit remaining months of membership	999999	Shane Lowrance	2253971	10/04/2024	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Credit remaining months of membership	\$ 130.00
CHECK TOTAL FOR CHECK NUMBER 188001										\$ 130.00
188002; 10/11/2024; Outstanding; null										
	999999	IPay Solutions	ANNA JUAREZ	10/09/2024	FINANCE		100-12002-000-0000	A/R REIMBURSEABLE EXPENSES	Refund Elec payment	\$ 73.86
CHECK TOTAL FOR CHECK NUMBER 188002										\$ 73.86
188003; 10/11/2024; Outstanding; null										
	479	MICHAEL GUYETT	0000	10/08/2024	FIRE		100-54004-303-0000	TRAINING COSTS	PFFIA Hotel Reimbursement	\$ 328.48
CHECK TOTAL FOR CHECK NUMBER 188003										\$ 328.48

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188004; 10/11/2024; Outstanding; null										
	5594	HILLARY HARMON	9/15-9/19	08/29/2024	FINANCE		100-54000-501-000000	TRAINING TRAVEL	Pol Smile Conf	\$ 310.50
CHECK TOTAL FOR CHECK NUMBER 188004										\$ 310.50
Grand Total:										\$ 271,861.57

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 18, 2024

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 10/17/2024 and 10/18/2024;

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										
188005; 10/18/2024; Outstanding; null										
missed invoice from late 2023 (2024 expense though)	27	SHI INTERNATIONAL CORP	B17655646	11/24/2023	TECH & LOGISTICS		100-57030-170-0000 00	SOFTWARE MAINTENANCE	missed invoice from late 2023 (2024 expense though)	\$ 850.31
CHECK TOTAL FOR CHECK NUMBER 188005										\$ 850.31
188006; 10/18/2024; Outstanding; null										
	81	BRADY INDUSTRIES OF KANS	9337436	10/11/2024	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	2024 CITYWIDE CUSTODIAL	\$ 542.88
	81	BRADY INDUSTRIES OF KANS	9343439	10/14/2024	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	2024 CITYWIDE CUSTODIAL	\$ 91.08
CHECK TOTAL FOR CHECK NUMBER 188006										\$ 633.96
188007; 10/18/2024; Outstanding; null										
	96	INSIGHT PUB SAFETY & FORENSIC	1951	10/09/2024	POLICE		100-55007-501-0000 00	TESTING FEES	Psych (Baker)	\$ 550.00
CHECK TOTAL FOR CHECK NUMBER 188007										\$ 550.00
188008; 10/18/2024; Outstanding; null										
	132	ADAM BRANDON	WEBEXONE	10/16/2024	FINANCE		100-54000-170-0000 00	TRAINING TRAVEL	Webex One Conf	\$ 1,080.96
CHECK TOTAL FOR CHECK NUMBER 188008										\$ 1,080.96
188009; 10/18/2024; Outstanding; null										
	161	LAW OFFICE OF MARY M PARRISH	15991	10/03/2024	ADMINISTRATI ON		100-55005-115-00000 0	LEGAL FEES		\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 188009										\$ 500.00
188010; 10/18/2024; Outstanding; null										
	162	ALERT ALL CORP	224100166	10/07/2024	FIRE		100-53034-304-0000 00	FIRE PREVENTION SUPPLIES	Fire prevention helmets	\$ 1,230.00
CHECK TOTAL FOR CHECK NUMBER 188010										\$ 1,230.00

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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										
188011; 10/18/2024; Outstanding; null										
	189	DELL MARKETING LP	10775270771	10/04/2024	TECH & LOGISTICS		100-60004-170-000000	MINOR COMPUTER EQUIPMENT	dell laptop -court	\$ 845.00
	189	DELL MARKETING LP	10772804846	09/20/2024	TECH & LOGISTICS		100-60004-170-000000	MINOR COMPUTER EQUIPMENT	dell precision 3280	\$ 1,700.00
CHECK TOTAL FOR CHECK NUMBER 188011										\$ 2,545.00
188012; 10/18/2024; Outstanding; null										
	314	RICOH USA, INC	39723657	09/13/2024	COURT		100-53031-116-000000	COPIER LEASE & USAGE	PERIODIC PAYMENT	\$ 105.53
	314	RICOH USA, INC	39818509	10/14/2024	FINANCE		100-53031-130-000000	COPIER LEASE & USAGE	Finance Copier Lease	\$ 139.85
	314	RICOH USA, INC	39819417	10/14/2024	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	CIU Lease - November	\$ 153.81
CHECK TOTAL FOR CHECK NUMBER 188012										\$ 399.19
188013; 10/18/2024; Outstanding; null										
	338	PREMIER TRUCK GROUP OF KC	80521870	10/07/2024	PUBLIC WORKS		351-70001-201-000000	CAPITAL EQUIPMENT	Vehicle Maintenance	\$ 123.63
CHECK TOTAL FOR CHECK NUMBER 188013										\$ 123.63
188014; 10/18/2024; Outstanding; null										
Canon Copier Contract Charge 10/1 to 10/31/2024	342	CANON FINANCIAL SERVICES, INC	35875926	10/12/2024	ADMINISTRATI ON		100-53031-110-000000	COPIER LEASE & USAGE	Canon Copier Contract Charge 10/1 to 10/31/2024	\$ 152.00
	342	CANON FINANCIAL SERVICES, INC	35180240	09/12/2024	PUBLIC WORKS		100-53031-150-000000	COPIER LEASE & USAGE	Copier Lease- Sept	\$ 76.00
	342	CANON FINANCIAL SERVICES, INC	35180240	09/12/2024	PUBLIC WORKS		100-53031-201-000000	COPIER LEASE & USAGE	Copier Lease- Sept	\$ 76.00
	342	CANON FINANCIAL SERVICES, INC	35876904	10/12/2024	PUBLIC WORKS		100-53031-150-000000	COPIER LEASE & USAGE	Copier Lease- Oct.	\$ 76.00
	342	CANON FINANCIAL SERVICES, INC	35876904	10/12/2024	PUBLIC WORKS		100-53031-201-000000	COPIER LEASE & USAGE	Copier Lease- Oct.	\$ 76.00
CHECK TOTAL FOR CHECK NUMBER 188014										\$ 456.00

**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										
188015; 10/18/2024; Outstanding; null										
	357	NORTHLAND READY-MIX INC	147761	09/27/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Southview Rd Project - Concrete	\$ 845.00
	357	NORTHLAND READY-MIX INC	197661	09/24/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Southview Rd Project - Concrete	\$ 560.75
	357	NORTHLAND READY-MIX INC	147809	09/30/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Southview Rd Project - Concrete	\$ 1,555.50
CHECK TOTAL FOR CHECK NUMBER 188015										\$ 2,961.25
188016; 10/18/2024; Outstanding; null										
	442	WATER SOLUTIONS UNLIMITED, INC	6885350	10/09/2024	UTILITIES		590-53009-802-000000	CHEMICALS	WTP - Chemicals	\$ 12,698.50
CHECK TOTAL FOR CHECK NUMBER 188016										\$ 12,698.50
188017; 10/18/2024; Outstanding; null										
	487	VISION UPFITTERS	INV780906	09/30/2024	POLICE		100-60005-501-000000	VEHICLE CHANGEOVER COSTS	203 Changeover	\$ 10,030.84
	487	VISION UPFITTERS	INV780905	09/30/2024	POLICE		100-60005-501-000000	VEHICLE CHANGEOVER COSTS	224 Changeover	\$ 7,005.60
CHECK TOTAL FOR CHECK NUMBER 188017										\$ 17,036.44
188018; 10/18/2024; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	10/8/2024	10/08/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 128.00
	616	COLE CHRISTOPHER BRYANT	10/15/2024	10/15/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 48.00
CHECK TOTAL FOR CHECK NUMBER 188018										\$ 176.00
188019; 10/18/2024; Outstanding; null										
	634	USABBLUEBOOK	INV00495281	09/25/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - SC4500 Controller	\$ 9,573.15
CHECK TOTAL FOR CHECK NUMBER 188019										\$ 9,573.15

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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										
188020; 10/18/2024; Outstanding; null										
	690	LIBERTY HOSPITAL URGENT CARE	00124990	02/28/2023	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Pre-employment testing/drug screens	\$ 3,267.00
	690	LIBERTY HOSPITAL URGENT CARE	00124990	02/28/2023	HR & RISK MGMT		100-55044-140-000000	MISCELLANEOUS FEES	Random drug screens/immunizations	\$ 244.00
	690	LIBERTY HOSPITAL URGENT CARE	00134237-00	08/31/2024	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Pre-employment testing/drug screens	\$ 2,731.00
	690	LIBERTY HOSPITAL URGENT CARE	00134237-00	08/31/2024	HR & RISK MGMT		100-55044-140-000000	MISCELLANEOUS FEES	Random drug screens/immunizations	\$ 239.00
	690	LIBERTY HOSPITAL URGENT CARE	00134731-00	09/30/2024	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Pre-employment testing/drug screens986.00	\$ 986.00
	690	LIBERTY HOSPITAL URGENT CARE	00134731-00	09/30/2024	HR & RISK MGMT		100-55044-140-000000	MISCELLANEOUS FEES	Random drug screens/immunizations	\$ 297.00
CHECK TOTAL FOR CHECK NUMBER 188020										\$ 7,764.00
188021; 10/18/2024; Outstanding; null										
	728	CHERRYROAD MEDIA INC	SEPTEMBER2 024	09/30/2024	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	Fin Subscript September 2024	\$ 51.00
CHECK TOTAL FOR CHECK NUMBER 188021										\$ 51.00
188022; 10/18/2024; Outstanding; null										
	781	TEKLAB, INC.	314770	10/07/2024	UTILITIES-PO		591-55020-902-000000	LAB FEES	WWT LAB SERVICES	\$ 629.80
CHECK TOTAL FOR CHECK NUMBER 188022										\$ 629.80
188023; 10/18/2024; Outstanding; null										
	805	EMS MANAGEMENT & CONSULTANTS	EMS-008146	09/30/2024	NONE		100-55041-160-000000	CONTRACT LABOR	AMB BILLING CHARGES-SEPTEMBER	\$ 9,137.55
CHECK TOTAL FOR CHECK NUMBER 188023										\$ 9,137.55

**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										
188024; 10/18/2024; Outstanding; null										
	864	AUTO-OLOGY	149	10/09/2024	PLANNING & DVLP		100-57009-150-000000	VEHICLE MAINTENANCE	Truck #162 Alignment	\$ 95.00
	864	AUTO-OLOGY	154	10/08/2024	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	Vehicle Maintenance	\$ 139.05
CHECK TOTAL FOR CHECK NUMBER 188024										\$ 234.05
188025; 10/18/2024; Outstanding; null										
	869	STONY CREEK LANDSCAPES, INC.	1478	10/11/2024	TRANSIENT GUEST TAX		244-55035-119-000000	OTHER FEES	Sculpture 1 year lease	\$ 2,000.00
CHECK TOTAL FOR CHECK NUMBER 188025										\$ 2,000.00
188026; 10/18/2024; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-15026	10/01/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	202 Oil Change	\$ 47.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-15043	10/02/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	209 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-15452	10/15/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	223 Oil Change	\$ 75.97
CHECK TOTAL FOR CHECK NUMBER 188026										\$ 170.93
188027; 10/18/2024; Outstanding; null										
	896	BUSINESS COMMUNICATIONS, INC	187444	09/30/2024	POLICE		100-60000-501-000000	MINOR EQUIPMENT	Fortiguard	\$ 1,120.57
CHECK TOTAL FOR CHECK NUMBER 188027										\$ 1,120.57
188028; 10/18/2024; Outstanding; null										
	899	ENDRESS & HAUSER INC	6002618518	10/04/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - MBT Flow Meter	\$ 3,538.06
CHECK TOTAL FOR CHECK NUMBER 188028										\$ 3,538.06

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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										
188029; 10/18/2024; Outstanding; null										
	957	VANCE BROTHERS INC	IG00027741	10/07/2024	PUBLIC WORKS		351-57032-605-000000	GRAVEL/ROCK-STREET REPAIRS	Asphalt for Corbin/Skyline	\$ 711.54
	957	VANCE BROTHERS INC	IG00027769	10/08/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Corbin/Skyline	\$ 711.54
	957	VANCE BROTHERS INC	IG00027822	10/10/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	Asphalt for Wilshire	\$ 708.00
	957	VANCE BROTHERS INC	ZH00031181	10/15/2024	PUBLIC WORKS		351-57031-605-000000	ASPHALT-STREET REPAIRS	SS-1H MO	\$ 228.75
CHECK TOTAL FOR CHECK NUMBER 188029										\$ 2,359.83
188030; 10/18/2024; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	05248261	09/30/2024	UTILITIES		591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	\$ 2,598.75
CHECK TOTAL FOR CHECK NUMBER 188030										\$ 2,598.75
188031; 10/18/2024; Outstanding; null										
	2103	K C WINNELSON INC	097696-01	10/08/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Inventory	\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 188031										\$ 120.00
188032; 10/18/2024; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85517882	10/09/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 81.35
	2300	BOUND TREE MEDICAL LLC	85517883	10/09/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 487.80
	2300	BOUND TREE MEDICAL LLC	85517884	10/09/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 259.20
CHECK TOTAL FOR CHECK NUMBER 188032										\$ 828.35

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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										
188033; 10/18/2024; Outstanding; null										
	2759	PUBLIC WATER DIST #5	AUG 2024	09/24/2024	FINANCE		590-55036-802-000000	WATER PURCHASES-KANSAS CITY	Water Service	\$ 290.20
	2759	PUBLIC WATER DIST #5	8/8/24 - 9/8/24	09/24/2024	FINANCE		591-57005-902-000000	WATER PLANT MAINTENANCE	Water Service	\$ 40.00
CHECK TOTAL FOR CHECK NUMBER 188033										\$ 330.20
188034; 10/18/2024; Outstanding; null										
	2767	K C WINWATER WORKS CO	334106-01	09/27/2024	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #343, #335, #350	\$ 4,492.60
	2767	K C WINWATER WORKS CO	334343-01	10/02/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Supplies for Claywoods & Poplar French Drain	\$ 301.00
	2767	K C WINWATER WORKS CO	334485-01	10/07/2024	UTILITIES		591-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #540, #512	\$ 619.00
	2767	K C WINWATER WORKS CO	334372-01	10/07/2024	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory - #221	\$ 3,995.00
CHECK TOTAL FOR CHECK NUMBER 188034										\$ 9,407.60
188035; 10/18/2024; Outstanding; null										
	2795	BARTS ELECTRIC CO INC	29125	10/09/2024	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	TV Outlet in Office	\$ 283.37
CHECK TOTAL FOR CHECK NUMBER 188035										\$ 283.37

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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										
188036; 10/18/2024; Outstanding; null										
Split across accounts according to the attached breakdown	4364	CHARTER COMMUNICATIONS	219601401100124	10/01/2024	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	Telecom SIP Service	\$ 1,146.93
Split across accounts according to the attached breakdown	4364	CHARTER COMMUNICATIONS	219601401100124	10/01/2024	TECH & LOGISTICS		465-55044-420-000000	MISCELLANEOUS FEES	CC Video Service	\$ 954.81
CHECK TOTAL FOR CHECK NUMBER 188036										\$ 2,101.74
188037; 10/18/2024; Outstanding; null										
	4393	MO ONE CALL SYSTEM INC	4090223	09/30/2024	UTILITIES		590-55002-801-000000	MISSOURI ONE CALL FEE	Locates - September 2024	\$ 614.93
	4393	MO ONE CALL SYSTEM INC	4090223	09/30/2024	UTILITIES		591-55002-901-000000	MISSOURI ONE CALL FEE	Locates - September 2024	\$ 614.92
CHECK TOTAL FOR CHECK NUMBER 188037										\$ 1,229.85
188038; 10/18/2024; Outstanding; null										
	4537	FRATERNAL ORDER OF POLICE	POL DUES10.2024	10/16/2024	FINANCE		100-21021-000-000000	UNION DUES PAYABLE-POLICE	Payroll Deduction 10/4 & 10/18	\$ 1,998.00
CHECK TOTAL FOR CHECK NUMBER 188038										\$ 1,998.00
188039; 10/18/2024; Outstanding; null										
	4621	T & M MOBILE SERVICE	45296	05/19/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Belt Tensioner	\$ 1,012.59
	4621	T & M MOBILE SERVICE	45147	05/01/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Def Pump	\$ 910.00
CHECK TOTAL FOR CHECK NUMBER 188039										\$ 1,922.59

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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										
188040; 10/18/2024; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	28312	09/30/2024	UTILITIES		592-70020-801-0000 00	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 1,307.55
	4693	LIBERTY AGGREGATES LLC	28312	09/30/2024	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 824.85
	4693	LIBERTY AGGREGATES LLC	28312	09/30/2024	UTILITIES		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 824.85
CHECK TOTAL FOR CHECK NUMBER 188040										\$ 2,957.25
188041; 10/18/2024; Outstanding; null										
	4763	PRINTING UNLIMITED	71465	09/30/2024	HR & RISK MGMT		100-53032-140-0000 00	OUTSIDE PRINTING		\$ 76.00
CHECK TOTAL FOR CHECK NUMBER 188041										\$ 76.00

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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										
188042; 10/18/2024; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	503115	09/23/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Euthanasias	\$ 52.00
	4817	VETERINARY CENTER OF LIBERTY	503115	09/23/2024	ANIMAL CONTROL		100-53001-165-00000	MEDICAL SUPPLIES	Syringes and Needles	\$ 11.20
	4817	VETERINARY CENTER OF LIBERTY	503115	09/23/2024	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	Cerenia Injection	\$ 56.27
	4817	VETERINARY CENTER OF LIBERTY	23009	09/24/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	feline spay	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22987	09/16/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	feline neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22999	09/27/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22951	09/20/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	canine spay	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22997	09/24/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22954	09/27/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22952	09/23/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22961	09/24/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	502105	08/31/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Euthanasias	\$ 78.00
	4817	VETERINARY CENTER OF LIBERTY	502105	08/31/2024	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	PARVO SNAP TEST	\$ 46.58
	4817	VETERINARY CENTER OF LIBERTY	502105	08/31/2024	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	CERENIA INJECTION	\$ 91.83
	4817	VETERINARY CENTER OF LIBERTY	502105	08/31/2024	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	LACTATED RINGER/ DRIP SET	\$ 57.00
	4817	VETERINARY CENTER OF LIBERTY	505402	10/07/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Euthanasias	\$ 78.00

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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										
188042; 10/18/2024; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	485574	01/15/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	euthanasia	\$ 26.00
	4817	VETERINARY CENTER OF LIBERTY	22915	10/04/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	22994	10/04/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES		\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22996	10/03/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES		\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23004	10/06/2024	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
CHECK TOTAL FOR CHECK NUMBER 188042										\$ 1,176.88
188043; 10/18/2024; Outstanding; null										
	4846	VALIDITY SCREENING SOLUTIONS	248981	10/01/2024	HR & RISK MGMT		100-55029-140-00000	RECRUITMENT EXPENSES	Background Screening	\$ 355.30
CHECK TOTAL FOR CHECK NUMBER 188043										\$ 355.30
188044; 10/18/2024; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0032967	09/27/2024	ANIMAL CONTROL		100-57015-165-00000	FACILITIES SECURITY MAINT	Requested Service	\$ 333.83
	4908	AMERICAN DIGITAL SECURITY LLC	INV0031921	08/27/2024	UTILITIES		591-57005-902-00000	WATER PLANT MAINTENANCE	WWTP - Cameras	\$ 15,490.90
	4908	AMERICAN DIGITAL SECURITY LLC	INV0031079	08/01/2024	ANIMAL CONTROL		100-57015-165-00000	FACILITIES SECURITY MAINT	Monthly Monitoring	\$ 48.95
CHECK TOTAL FOR CHECK NUMBER 188044										\$ 15,873.68
188045; 10/18/2024; Outstanding; null										
	4954	TAXPAYERS UNLIMITED INC	FIRE DUES 10.24	10/16/2024	FINANCE		100-21020-000-00000	UNION DUES PAYABLE - FIRE	Payroll Deduction 10/4 & 10/18	\$ 18.00
CHECK TOTAL FOR CHECK NUMBER 188045										\$ 18.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188046; 10/18/2024; Outstanding; null										
	4991	CINTAS FIRST AID & SAFETY	5233675281	10/08/2024	HR & RISK MGMT		100-53008-160-000000	MAINTENANCE MATERIALS	Cintas First Aid Supplies	\$ 531.17
CHECK TOTAL FOR CHECK NUMBER 188046										\$ 531.17
188047; 10/18/2024; Outstanding; null										
	5042	SCHOELLER PLUMBING	3838	10/10/2024	PARKS & RECREATION		460-57019-403-000000	BUILDING MAINTENANCE	Canterbury Restroom Plumbing	\$ 1,635.00
CHECK TOTAL FOR CHECK NUMBER 188047										\$ 1,635.00
188048; 10/18/2024; Outstanding; null										
	5066	TYLER TECHNOLOGIES-INCODE DIV	025-480073	10/01/2024	TECH & LOGISTICS		100-57030-170-000000	SOFTWARE MAINTENANCE	court online	\$ 175.00
CHECK TOTAL FOR CHECK NUMBER 188048										\$ 175.00
188049; 10/18/2024; Outstanding; null										
	5135	HILL'S PET NUTRITION SALES INC	0250502868	09/25/2024	ANIMAL CONTROL		100-53007-165-000000	FOOD	Canine dog food	\$ 299.88
CHECK TOTAL FOR CHECK NUMBER 188049										\$ 299.88
188050; 10/18/2024; Outstanding; null										
	5257	NATHAN JONES	10/15/2024	10/15/2024	PARKS & RECREATION		460-51000-400-000000	REGULAR		\$ 26.00
	5257	NATHAN JONES	10/15/2024	10/15/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 19.00
CHECK TOTAL FOR CHECK NUMBER 188050										\$ 45.00
188051; 10/18/2024; Outstanding; null										
	5267	G W VAN KEPPEL CO	RSA021140-4	09/20/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 188051										\$ 500.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188052; 10/18/2024; Outstanding; null										
	5348	H D INDUSTRIES INC	35406	10/14/2024	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	Vehicle Maintenance #710	\$ 1,038.43
CHECK TOTAL FOR CHECK NUMBER 188052										\$ 1,038.43

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188053; 10/18/2024; Outstanding; null										
	5394	GALL'S INC	029282935	10/07/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 68.99
	5394	GALL'S INC	029277861	10/07/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 88.00
	5394	GALL'S INC	029277463	10/07/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 78.66
	5394	GALL'S INC	029294045	10/08/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 137.98
	5394	GALL'S INC	029339350	10/14/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 22.86
	5394	GALL'S INC	029344652	10/14/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 59.84
	5394	GALL'S INC	029347291	10/14/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 17.12
	5394	GALL'S INC	029300570	10/09/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 78.00
	5394	GALL'S INC	029301482	10/09/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 9.64
	5394	GALL'S INC	029304802	10/09/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 66.55
	5394	GALL'S INC	029304836	10/09/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 15.72
	5394	GALL'S INC	029310956	10/10/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 66.00
	5394	GALL'S INC	029312731	10/10/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 77.28
	5394	GALL'S INC	029316177	10/10/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 49.68
	5394	GALL'S INC	029318565	10/10/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 57.20
	5394	GALL'S INC	029335129	10/13/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 114.40

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188053; 10/18/2024; Outstanding; null										
CHECK TOTAL FOR CHECK NUMBER 188053										\$ 1,007.92
188054; 10/18/2024; Outstanding; null										
	5442	ZIPCO CONTRACTING INC	23-590	08/01/2024	PUB WRKS-PO		350-70020-160-0000 00	CONSTRUCTION CONTRACT	Epoxy Floor on 1st floor hall restroom	\$ 13,435.00
CHECK TOTAL FOR CHECK NUMBER 188054										\$ 13,435.00
188055; 10/18/2024; Outstanding; null										
balance should be in prepaids for 2025	5535	SUITEBRIAR INC	37265	10/02/2024	IT-CONTRACT	balance should be in prepaids for 2025 01/2025 - 09/2025	100-57030-170-0000 00	SOFTWARE MAINTENANCE	Google Workspace 10/2024 - 12/2024	\$ 24,624.56
balance should be in prepaids for 2025	5535	SUITEBRIAR INC	37265	10/02/2024	IT-CONTRACT		100-14001-000-0000 00	OTHER PREPAYMENTS	Prepay	\$ 73,873.66
CHECK TOTAL FOR CHECK NUMBER 188055										\$ 98,498.22
188056; 10/18/2024; Outstanding; null										
	5552	CITY OF SUGAR CREEK	W53624804	10/12/2024	POLICE		100-24013-000-0000 00	RECIPROCAL CASH BONDS	Steele, Jesse A - W53624804 Reciprocal Bond	\$ 250.00
CHECK TOTAL FOR CHECK NUMBER 188056										\$ 250.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188057; 10/18/2024; Outstanding; null										
	5575	TW CUSTOM BRANDING	53282	10/10/2024	PARKS & RECREATION		100-59014-482-000000	CLOTHING EXPENSES	Access Bus Clothing Expense	\$ 152.92
	5575	TW CUSTOM BRANDING	53282	10/10/2024	PARKS & RECREATION		100-59014-480-000000	CLOTHING EXPENSES	Aging Services Clothing Expense	\$ 107.44
	5575	TW CUSTOM BRANDING	53282	10/10/2024	PARKS & RECREATION		100-59014-483-000000	CLOTHING EXPENSES	Silver Center Clothing Expense	\$ 125.96
	5575	TW CUSTOM BRANDING	53282	10/10/2024	PARKS & RECREATION		460-59014-400-000000	CLOTHING EXPENSES	Parks Admin Clothing Expense	\$ 557.31
	5575	TW CUSTOM BRANDING	53282	10/10/2024	PARKS & RECREATION		461-59014-451-000000	CLOTHING EXPENSES	Sports Complex Clothing Expense	\$ 548.23
	5575	TW CUSTOM BRANDING	53282	10/10/2024	PARKS & RECREATION		465-59014-420-000000	CLOTHING EXPENSES	Community Center Clothing Expense	\$ 3,748.23
	5575	TW CUSTOM BRANDING	53282	10/10/2024	PARKS & RECREATION		247-59014-204-000000	CLOTHING EXPENSES	Andrew Ford	\$ 66.97
CHECK TOTAL FOR CHECK NUMBER 188057										\$ 5,307.06
188058; 10/18/2024; Outstanding; null										
	5621	UNITE PRIVATE NETWORKS LLC	SI-24-034474	10/01/2024	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	UPN Fiber	\$ 8,124.91
CHECK TOTAL FOR CHECK NUMBER 188058										\$ 8,124.91
188059; 10/18/2024; Outstanding; null										
	5659	ROSEMARIE VON FINTEL	FALL 2024-2	10/16/2024	PARKS & RECREATION		465-55065-410-000000	COMMUNITY PROGRAMS	Dog Obedience Fall 2024-2	\$ 945.00
CHECK TOTAL FOR CHECK NUMBER 188059										\$ 945.00
188060; 10/18/2024; Outstanding; null										
	5662	SUMNERONE INC	4073055	10/02/2024	POLICE		100-53000-501-000000	GENERAL SUPPLIES	Printer Repair	\$ 294.18
	5662	SUMNERONE INC	4077904	10/07/2024	POLICE		100-53000-501-000000	GENERAL SUPPLIES	Toner	\$ 400.00
CHECK TOTAL FOR CHECK NUMBER 188060										\$ 694.18

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188061; 10/18/2024; Outstanding; null										
	5680	LAUREL SHOGER	10/15/2024	10/15/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 190.00
	5680	LAUREL SHOGER	10/15/2024	10/15/2024	PARKS & RECREATION		465-55068-410-000000	YOUTH CAMPS		\$ 70.50
	5680	LAUREL SHOGER	10/15/2024	10/15/2024	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 188061										\$ 280.50
188062; 10/18/2024; Outstanding; null										
	5701	LIBERTY PLUMBING HEATING & AC	1247	08/30/2024	ANIMAL CONTROL		100-57018-165-000000	MISC EQUIPMENT MAINT	Extend sanitizer drain line	\$ 185.00
CHECK TOTAL FOR CHECK NUMBER 188062										\$ 185.00
188063; 10/18/2024; Outstanding; null										
	5709	UTILITY SERVICE CO INC	612757	10/01/2024	UTILITIES		590-57008-802-000000	WATER TOWERS MAINTENANCE	Gordon Tower - Quarterly	\$ 16,289.59
CHECK TOTAL FOR CHECK NUMBER 188063										\$ 16,289.59
188064; 10/18/2024; Outstanding; null										
	5735	SUPERIOR ELECTRICAL CONST	358674	07/03/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Camera Installs	\$ 2,865.11
CHECK TOTAL FOR CHECK NUMBER 188064										\$ 2,865.11
188065; 10/18/2024; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD29062	10/09/2024	UTILITIES-PO		590-53009-802-000000	CHEMICALS	WTR HYDRATED LIME	\$ 8,416.22
CHECK TOTAL FOR CHECK NUMBER 188065										\$ 8,416.22
188066; 10/18/2024; Outstanding; null										
	5774	SCHULTE SUPPLY INC	S1220015.001	09/23/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Couplings	\$ 606.36
	5774	SCHULTE SUPPLY INC	S1220090.001	09/23/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Couplings	\$ 606.36
CHECK TOTAL FOR CHECK NUMBER 188066										\$ 1,212.72

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188067; 10/18/2024; Outstanding; null										
	5909	PERSONAL TOUCH ENGRAVING	39696	09/30/2024	TRANSIENT GUEST TAX		244-53022-119-0000 00	GRANT SUPPLIES	Art Plate and Frames	\$ 600.00
CHECK TOTAL FOR CHECK NUMBER 188067										\$ 600.00
188068; 10/18/2024; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	540120367	10/11/2024	PARKS & RECREATION		100-57012-483-0000 00	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	\$ 409.72
	5910	KONICA MINOLTA BUSINESS SOLUTI	540120367	10/11/2024	PARKS & RECREATION		465-57012-420-0000 00	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	\$ 409.73
CHECK TOTAL FOR CHECK NUMBER 188068										\$ 819.45
188069; 10/18/2024; Outstanding; null										
	6018	HDR ENGINEERING INC	1200660554	10/09/2024	PUB WRKS-PO		351-70020-612-0000 00	CONSTRUCTION CONTRACT	STORM WATER MASTER PLAN	\$ 23,992.50
	6018	HDR ENGINEERING INC	1200660607	10/09/2024	PUB WRKS-PO		351-70023-600-0000 00	PROJECT CONTINGENCIES	MASTER PLAN	\$ 12,330.33
	6018	HDR ENGINEERING INC	1200660607-1	10/09/2024	PUB WRKS-PO		351-70023-600-0000 00	PROJECT CONTINGENCIES	MASTER PLAN	\$ 14,017.49
CHECK TOTAL FOR CHECK NUMBER 188069										\$ 50,340.32
188070; 10/18/2024; Outstanding; null										
	6030	REJIS COMMISSION	540697	10/14/2024	ADMINISTRATI ON		100-55044-116-0000 00	MISCELLANEOUS FEES	Mobile Ticketing Exported to JIS	\$ 178.00
CHECK TOTAL FOR CHECK NUMBER 188070										\$ 178.00
188071; 10/18/2024; Outstanding; null										
	6034	WADE THOMAS	WEBEXONE	10/16/2024	FINANCE		100-54000-170-0000 00	TRAINING TRAVEL	Webex One Conf	\$ 1,080.96
CHECK TOTAL FOR CHECK NUMBER 188071										\$ 1,080.96

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188072; 10/18/2024; Outstanding; null										
Funeral Plant Angie Stokes Father	6115	HY-VEE FOOD	082313 58979082	10/14/2024	HR & RISK MGMT		100-59026-140-0000 00	MISCELLANEOUS EXPENSES	Funeral Plant Angie Stokes - Planning - Father	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 188072										\$ 100.00
188073; 10/18/2024; Outstanding; null										
	6123	GT DISTRIBUTORS INC	INV1016287	09/13/2024	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Elder/Childs/Hidy SWAT Vests	\$ 8,407.35
CHECK TOTAL FOR CHECK NUMBER 188073										\$ 8,407.35
188074; 10/18/2024; Outstanding; null										
	6174	MURPHY TRACTOR & EQUIPMENT CO	2323542	10/07/2024	UTILITIES		592-70020-801-0000 00	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 383.56
CHECK TOTAL FOR CHECK NUMBER 188074										\$ 383.56
188075; 10/18/2024; Outstanding; null										
	6196	AMERIGLASS CLEANING INC	192081	10/14/2024	FIRE		100-57019-300-0000 00	BUILDING MAINTENANCE	Fire window cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 188075										\$ 80.00
188076; 10/18/2024; Outstanding; null										
	6222	TRI-TECH FORENSICS INC	01055577	10/14/2024	POLICE		100-53000-501-0000 00	GENERAL SUPPLIES	DNA Kits	\$ 199.32
CHECK TOTAL FOR CHECK NUMBER 188076										\$ 199.32
188077; 10/18/2024; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-93371	09/12/2024	ANIMAL CONTROL		100-57019-165-00000 0	BUILDING MAINTENANCE	Window Cleaning	\$ 80.00
	6369	FISH WINDOW CLEANING	264293986	10/11/2024	ANIMAL CONTROL		100-57019-165-00000 0	BUILDING MAINTENANCE	Shelter Window Cleaning	\$ 240.00
CHECK TOTAL FOR CHECK NUMBER 188077										\$ 320.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188078; 10/18/2024; Outstanding; null										
	6420	BARKLEY ASPHALT CO INC	24-131	10/04/2024	UTILITIES		592-70020-801-0000 00	CONSTRUCTION CONTRACT	Southview Rd Project	\$ 9,740.00
CHECK TOTAL FOR CHECK NUMBER 188078										\$ 9,740.00
188079; 10/18/2024; Outstanding; null										
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1693183	09/30/2024	PUBLIC WORKS		100-57017-201-00000 0	STREET/TRAFFIC LIGHTS MAINT	SLP & Hughes	\$ 200.31
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1693184	09/30/2024	PUBLIC WORKS		100-57017-201-00000 0	STREET/TRAFFIC LIGHTS MAINT	Ridge St. & Kansa St.	\$ 490.50
CHECK TOTAL FOR CHECK NUMBER 188079										\$ 690.81
188080; 10/18/2024; Outstanding; null										
	6471	JCI INDUSTRIES INC	8273157	09/27/2024	UTILITIES-PO		593-70017-901-0000 00	ENGINEERING DESIGN	WWT MBT1 IMPROVEMENTS	\$ 21,525.00
	6471	JCI INDUSTRIES INC	8273156	09/27/2024	UTILITIES-PO		593-70017-901-0000 00	ENGINEERING DESIGN	WWT MBT1 IMPROVEMENTS	\$ 25,880.00
	6471	JCI INDUSTRIES INC	8273156-1	09/27/2024	UTILITIES		593-70017-901-0000 00	ENGINEERING DESIGN	WWTP - MBT1 Improvements	\$ 7,095.00
CHECK TOTAL FOR CHECK NUMBER 188080										\$ 54,500.00
188081; 10/18/2024; Outstanding; null										
	6612	LIPPERT MECHANICAL SERVICE INC	SI2123573	10/09/2024	UTILITIES		591-57005-902-0000 00	WATER PLANT MAINTENANCE	WWTP - Gauge	\$ 897.52
CHECK TOTAL FOR CHECK NUMBER 188081										\$ 897.52
188082; 10/18/2024; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC214725	10/08/2024	UTILITIES		591-57018-901-00000 0	MISC EQUIPMENT MAINT	Linear Handgun	\$ 74.69
CHECK TOTAL FOR CHECK NUMBER 188082										\$ 74.69
188083; 10/18/2024; Cleared; 10/18/2024										
	7562	BRADLEY JASON BOONE	075	10/07/2024	TECH & LOGISTICS		100-55041-170-00000 0	CONTRACT LABOR	boone - ISO	\$ 8,878.00
CHECK TOTAL FOR CHECK NUMBER 188083										\$ 8,878.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188084; 10/18/2024; Outstanding; null										
	7688	C&B EQUIPMENT	17679-00	09/24/2024	UTILITIES-PO		590-57006-802-0000 00	WELLFIELD MAINTENANCE	WTR WELLFIELD SERVICES	\$ 8,910.00
	7688	C&B EQUIPMENT	17679-00	09/24/2024	UTILITIES-PO		590-57006-802-0000 00	WELLFIELD MAINTENANCE	WTP Wellfield - Extra Treatment	\$ 3,730.00
CHECK TOTAL FOR CHECK NUMBER 188084										\$ 12,640.00
188085; 10/18/2024; Outstanding; null										
	7993	COMMERCIAL AQUATIC SERVICE	50907-1	10/11/2024	PARKS & RECREATION		465-57019-420-0000 00	BUILDING MAINTENANCE	Winterization - Outdoor Pool	\$ 323.01
CHECK TOTAL FOR CHECK NUMBER 188085										\$ 323.01
188086; 10/18/2024; Outstanding; null										
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X10012024	09/23/2024	TECH & LOGISTICS		100-56007-170-0000 00	MOBILE PHONES	mobile phones ATT/ First Net	\$ 402.20
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X10012024	09/23/2024	TECH & LOGISTICS		100-56007-302-0000 00	MOBILE PHONES	Fire (EMS)	\$ 44.89
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X10012024	09/23/2024	TECH & LOGISTICS		100-56007-303-0000 00	MOBILE PHONES	Fire (Training)	\$ 57.73
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X10012024	09/23/2024	TECH & LOGISTICS		100-56007-304-0000 00	MOBILE PHONES	Fire (Prevent)	\$ 98.97
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X10012024	09/23/2024	TECH & LOGISTICS		100-56007-300-0000 00	MOBILE PHONES	Fire (Admin)	\$ 470.13
CHECK TOTAL FOR CHECK NUMBER 188086										\$ 1,073.92

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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										
188087; 10/18/2024; Outstanding; null										
	8355	CENTRAL JACKSON CO FPD	TC24-209	10/11/2024	FIRE-PO		100-54004-303-0000 00	TRAINING COSTS	Fire continuing education	\$ 3,000.00
CHECK TOTAL FOR CHECK NUMBER 188087										\$ 3,000.00
188088; 10/18/2024; Outstanding; null										
	8397	REPUBLIC SERVICES #468	0468-004399 385	08/31/2024	PUBLIC WORKS		100-55032-203-0000 00	REFUSE COLLECTION FEES	ST- 40 Yd Dumpster	\$ 676.50
	8397	REPUBLIC SERVICES #468	0468-004419 192	09/30/2024	UTILITIES		591-55044-902-0000 00	MISCELLANEOUS FEES	Dumpster Pickup Service	\$ 694.89
	8397	REPUBLIC SERVICES #468	0468-004419 192	09/30/2024	UTILITIES		591-55041-901-00000 0	CONTRACT LABOR	Dumpster Pickup Service	\$ 694.89
	8397	REPUBLIC SERVICES #468	0468-004419 192	09/30/2024	UTILITIES		590-55041-801-0000 00	CONTRACT LABOR	Dumpster Pickup Service	\$ 694.90
	8397	REPUBLIC SERVICES #468	0468-004419 030	09/30/2024	UTILITIES		591-55041-902-0000 00	CONTRACT LABOR	Dumpster Pickup Service	\$ 2,215.88
	8397	REPUBLIC SERVICES #468	0468-004419 030	09/30/2024	UTILITIES		591-55041-901-00000 0	CONTRACT LABOR	Dumpster Pickup Service	\$ 400.53
	8397	REPUBLIC SERVICES #468	0468-004419 030	09/30/2024	UTILITIES		590-55041-801-0000 00	CONTRACT LABOR	Dumpster Pickup Service	\$ 400.53
CHECK TOTAL FOR CHECK NUMBER 188088										\$ 5,778.12
188089; 10/18/2024; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST431549	10/07/2024	PLANNING & DVLP		100-53031-150-0000 00	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 75.54
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST431549	10/07/2024	PLANNING & DVLP		100-53031-201-0000 00	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 75.54
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST419219	07/08/2024	PLANNING & DVLP		100-53031-150-0000 00	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 61.02
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST419219	07/08/2024	PLANNING & DVLP		100-53031-201-0000 00	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 61.01
CHECK TOTAL FOR CHECK NUMBER 188089										\$ 273.11

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188090; 10/18/2024; Outstanding; null										
	8799	CORE & MAIN LP	V661813	09/20/2024	UTILITIES		590-57043-801-000000	METER	Inventory	\$ 4,557.60
	8799	CORE & MAIN LP	V203488	09/20/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Inventory parts	\$ 920.00
CHECK TOTAL FOR CHECK NUMBER 188090										\$ 5,477.60
188091; 10/18/2024; Outstanding; null										
	8879	ISABELLA PAOLETTI	10/15/2024	10/15/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 60.00
	8879	ISABELLA PAOLETTI	10/15/2024	10/15/2024	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 25.00
	8879	ISABELLA PAOLETTI	10/15/2024	10/15/2024	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 188091										\$ 105.00
188092; 10/18/2024; Outstanding; null										
	999999	Melvin Peterson	220-1440-00-01	10/10/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 18.28
CHECK TOTAL FOR CHECK NUMBER 188092										\$ 18.28
188093; 10/18/2024; Outstanding; null										
	999999	Kansas Turnpike Authority	22000436	09/30/2024	POLICE		100-54000-501-000000	TRAINING TRAVEL	Toll Fees	\$ 39.52
CHECK TOTAL FOR CHECK NUMBER 188093										\$ 39.52
188094; 10/18/2024; Outstanding; null										
	999999	Amber Phillips	221-1005-00-02	10/10/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 105.14
CHECK TOTAL FOR CHECK NUMBER 188094										\$ 105.14
188095; 10/18/2024; Outstanding; null										
	999999	KC Property Solutions	221-3395-00-21	10/10/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 6.54
CHECK TOTAL FOR CHECK NUMBER 188095										\$ 6.54

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188096; 10/18/2024; Outstanding; null										
	999999	Ayla & Ashton Kipp	221-6400-00-08	10/10/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 145.81
CHECK TOTAL FOR CHECK NUMBER 188096										\$ 145.81
188097; 10/18/2024; Outstanding; null										
	999999	Talina Nelson	2221095	10/13/2024	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Private Swim Lesson Refund - Carlos	\$ 56.00
	999999	Talina Nelson	2221095	10/13/2024	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Private Swim Lesson Refund - Imani	\$ 56.00
CHECK TOTAL FOR CHECK NUMBER 188097										\$ 112.00
188098; 10/18/2024; Outstanding; null										
	999999	Melissa Walters	226-0330-00-21	10/10/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 60.94
CHECK TOTAL FOR CHECK NUMBER 188098										\$ 60.94
188099; 10/18/2024; Outstanding; null										
	999999	Lindsay Jordan Chaney	226-0405-00-09	10/10/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 65.19
CHECK TOTAL FOR CHECK NUMBER 188099										\$ 65.19
188100; 10/18/2024; Outstanding; null										
	999999	Southwestern Hearing Center	226-0574-00-02	10/10/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 188100										\$ 150.00
188101; 10/18/2024; Outstanding; null										
Credit for overcharge of Park Reservation	999999	Cory Crawford	2260846	10/14/2024	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Credit for overcharge of Park Reservation	\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 188101										\$ 20.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188102; 10/18/2024; Outstanding; null										
	999999	Agecy Music LLC	2260865	10/14/2024	PARKS & RECREATION		465-44055-000-0000 00	MEETING ROOM RENTAL	refund of Challenge Advance after \$150 used to Lock-In a different date	\$ 750.00
CHECK TOTAL FOR CHECK NUMBER 188102										\$ 750.00
188103; 10/18/2024; Outstanding; null										
	999999	Elizabeth Mitchell	230-6055-00-02	10/10/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 46.79
CHECK TOTAL FOR CHECK NUMBER 188103										\$ 46.79
188104; 10/18/2024; Outstanding; null										
	999999	Cheryl Robinson	230-9800-00-01	10/10/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 137.76
CHECK TOTAL FOR CHECK NUMBER 188104										\$ 137.76
188105; 10/18/2024; Outstanding; null										
	999999	David Stanley	233-0105-00-24	10/10/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 5.20
CHECK TOTAL FOR CHECK NUMBER 188105										\$ 5.20
188106; 10/18/2024; Outstanding; null										
	999999	Ryan & Jessarae Watkinson	233-0345-00-25	10/10/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 136.42
CHECK TOTAL FOR CHECK NUMBER 188106										\$ 136.42
188107; 10/18/2024; Outstanding; null										
	999999	Ruby Noel & Amanda Casey	233-2525-00-20	10/10/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 188107										\$ 150.00
188108; 10/18/2024; Outstanding; null										
	999999	Marina Alejandra Cinella	233-2530-00-21	10/10/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 157.21
CHECK TOTAL FOR CHECK NUMBER 188108										\$ 157.21

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188109; 10/18/2024; Outstanding; null										
	999999	Brandon Pham	233-7590-00-02	10/10/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 141.11
CHECK TOTAL FOR CHECK NUMBER 188109										\$ 141.11
188110; 10/18/2024; Outstanding; null										
	999999	Keith & Gayla Forsyth	238-2020-00-11	10/10/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 39.73
CHECK TOTAL FOR CHECK NUMBER 188110										\$ 39.73
188111; 10/18/2024; Outstanding; null										
	999999	Bobby Williams	288-0780-00-01	10/10/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 16.71
CHECK TOTAL FOR CHECK NUMBER 188111										\$ 16.71
188112; 10/18/2024; Outstanding; null										
	999999	MADELINE WALKER	REFUND-WALKER	10/11/2024	FINANCE		590-20018-000-0000 00	ACCOUNTS PAYABLE-DEPOSITS	UNCLAIMED PROPERTY-REFUND 169542	\$ 79.98
CHECK TOTAL FOR CHECK NUMBER 188112										\$ 79.98
188113; 10/18/2024; Outstanding; null										
	204	CITY OF LIBERTY PETTY CASH	FINANCE1016 2024	10/16/2024	FINANCE		247-22005-000-0000 00	PREPAYMENT-RECORDING FEES	Cemetery Deeds - 7	\$ 157.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE1016 2024	10/16/2024	FINANCE		100-54000-140-0000 00	TRAINING TRAVEL	L Neumeyer PSHRA Conf	\$ 31.86
	204	CITY OF LIBERTY PETTY CASH	FINANCE1016 2024	10/16/2024	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	B Leap FTO School	\$ 88.50
	204	CITY OF LIBERTY PETTY CASH	FINANCE1016 2024	10/16/2024	FINANCE		100-54004-303-0000 00	TRAINING COSTS	PFFIA 5 Officers	\$ 662.50
CHECK TOTAL FOR CHECK NUMBER 188113										\$ 939.86

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188114; 10/18/2024; Outstanding; null										
	5518	GREGORY R ARNOLD	10-19-2024	10/15/2024	POLICE		100-55041-501-000000	CONTRACT LABOR	Payroll 10-19-24 (9/14-9/27, 9/28-10/11)	\$ 2,386.64
CHECK TOTAL FOR CHECK NUMBER 188114										\$ 2,386.64
188115; 10/18/2024; Outstanding; null										
	9209	LIBERTY SPORTS OFFICIALS	FALL 13-2024	10/16/2024	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	PKS OFFICIATING SERVICES	\$ 745.50
CHECK TOTAL FOR CHECK NUMBER 188115										\$ 745.50
Grand Total:										\$ 453,250.72

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.



STAFF REPORT

Planning and Zoning Case 24-38FDP

Staff: Katherine Sharp, Director of Planning & Development

Date: October 28, 2024

GENERAL INFORMATION

Application:	Final Development Plan for Water Street Lofts, a three-story, mixed-use building with ground floor retail, 16 residential lofts, and underground parking totaling 47,750 square feet at 1 - 11 N. Water Street
Applicant:	Henry Klover, Klover Architects 8813 Penrose Lane Ste 400 Lenexa, KS 66219
Property Owner:	Star Development, LLC 244 W Mill Street Liberty, MO 64068
Location:	NE Corner of North Water & East Kansas Street
Existing Land Use/Zoning:	Vacant/ CBD, Central Business District
Future Land Use Designation:	Mixed Use
Surrounding Land Uses/Zoning:	North: Mixed Use/ Existing Burnett building South: E Kansas Street/ City Hall East: 3 Halves Restaurant & Brewery West: N Water Street/ Clay County Courthouse
Public Notice:	None required for this Final Development Plan application but public hearings for the Historic District Certificate of Appropriateness were held on August 20 and September 23.
File Date:	August 2, 2024

SITE HISTORY / PREVIOUS CASES

This prominent lot at the corner of E. Kansas Street and N. Water Street was the former site of a furniture store that was destroyed by collapse in May 2016. This building and adjacent buildings (5 – 7 N. Water Street) were subsequently deemed dangerous and demolished.

HDRC Case #24-013LS- Applications for Certificates of Appropriateness for new construction of primary structures within the historic districts must be approved by the Historic District Review Commission (HDRC)

and City Council following a public hearing. On September 23, 2024 the City Council held a public hearing and voted unanimously to approve the Certificate of Appropriateness.

HDRC Case #24-001LS The GM Peters building, 11 N. Water, was approved for demolition by the Historic District Review Commission (HDRC) and City Council on March 11, 2024.

APPLICANT'S PROPOSAL

Summary

The applicant proposes to construct a mixed-use building, at the NE corner of North Water and East Kansas, including lots 1-11 N. Water Street. The proposed three-story mixed-use building has 10,090 square feet of commercial space and 16 residential units on .43 acres. There is underground secured parking for residents with 25 parking stalls, with additional stalls in the rear alley of the building.

Use

The applicant is proposing a three-story, mixed-use building with ground floor commercial, second and third floor residential lofts, and underground parking. This use is appropriate in the Central Business District.

Site Design

There are six front entrances that face Water Street: two under the patio roof supported by brick columns with stone bases; three commercial entrances under canopies; and one residential entrance on the north end of the building. On the north elevation there is an air and light well. The intent of this is to continue to allow the existing adjacent building windows to have light and air and also act as a means of egress. The south side elevation also features a residential entrance to the lofts and garage doors to the underground parking and trash compactor. The trash dumpster is located in the back of the building.

To account for the existing slope of Water Street (and associated sidewalk), a door well is proposed to give ADA access to the three commercial units on the northernmost portion of the building. This will require a short door well wall so that the building finished floor elevation is slightly below the adjacent Water Street sidewalk elevation. At the northernmost commercial unit, the door well wall is anticipated to be approximately 3 feet deep. At the center commercial unit, the door well wall is anticipated to be approximately 2 feet deep. At the southernmost commercial unit, the door is anticipated to be at grade with Water Street sidewalk.

Access/Circulation/Parking

The retail portion of the building is accessed on Water Street. The residential lofts have an entrance on Water Street at the northernmost portion of the building and on Kansas Street east of the two parking garage doors. The back of the building is accessed via a drive that connects E Franklin Street and N Missouri Street and includes 11 surface parking stalls along a rebuilt retaining wall. There are 25 underground parking spaces for the residential units, however the Unified Development Ordinance (UDO) Sec. 30-83.2. - Required vehicle parking by use, item (7) states, "there shall be no off-street parking required in the CBD and MU districts". Sidewalk will remain on both frontages on Water and Kansas, and will be required to be repaired if damaged due to construction. Additionally, the stairs on E. Kansas will be replaced with an at-grade sidewalk to meet ADA requirements.

Building Design

The building includes a 1,608 square foot front patio on the ground floor and balconies on the second and third floor corner residential units. There are various sizes of large windows and several balconies with metal railings on the west, south and east elevations. The building is predominately red brick with areas of blonde brick and white brick on the west and south elevations. A major visual component is the split faced limestone cladding at

the base level of the patio area wrapping around to the south elevation. There are also accents of stucco on the rear. The storefronts have an 18” decorative insulated metal bulkhead panel. The building design was issued a Certificate of Appropriateness by the HDRC and City Council in September.

Landscaping/ Open Space/ Tree Preservation

The property owner will be required to replace any landscaping and street trees which may be damaged during construction. As no parkland has been identified, a fee in-lieu-of public parkland will be required with the final plat totaling \$4,992.

PUBLIC INFRASTRUCTURE

The submitted plans for this application have been evaluated in accordance with the adequate public facilities ordinance. The detailed Public Improvement plans are currently in review by the Public Works and Utilities departments. Final approval of these plans must be obtained prior to building permits being issued.

Streets

The development will have direct access to N. Water Street and E. Kansas Street. The rear of the site will have access to E. Franklin Street and N. Missouri Street via a drive which functions as an alley.

Sanitary Sewer

The buildings will have direct access to an eight-inch public sanitary sewer line built within the public right-of-way of E. Kansas Street.

Water

The buildings will have direct access to an eight-inch public water line built within the public right-of-way of N. Water Street.

Stormwater

Because the proposed development will not create any additional stormwater runoff from what existed prior to the demolition of the historic structures, no stormwater mitigation is proposed. Per conversations with City staff, the roof drains on the proposed buildings will flow directly to the existing storm sewer located the northeast corner of Water and Kansas, which drains west to Prairie Street. Should the capacity of the storm pipes be exceeded, the bypass will only flow to the streets, as would have also occurred when the historic structures still stood.

STAFF ANALYSIS

In accordance with the UDO, staff’s analysis of a Final Development Plan application follows section 30-27.8. Before staff may recommend approval, the UDO requires the following be determined:

1. The plan substantially complies with the intent of the comprehensive plan;

The City’s Comprehensive Plan, *Leading Liberty Forward*, includes this property within its Mixed-Use Future Land Use designation. This land use category is meant to contain a variety of uses developed in a coordinated manner, whether horizontally, vertically, or a combination of the two, and unifies these various uses through the incorporation of shared amenities. This land use designation allows for the concentration of people, employment, and services at a given location where they share infrastructure, transportation, and parking to create a unique locale. This form of development is most appropriate in

the downtown area, or along major transportation corridors.

2. The plan complies with the provisions of this UDO;

Staff finds that the application substantially conforms to the requirements set forth in the UDO for development within the Central Business District.

3. The plan substantially complies with approved city development standards and policies;

Staff finds that this application fully complies with the intent of city development standards and policies.

4. The plan substantially complies with the approved preliminary development plan, where applicable.

There is no Preliminary Development Plan for this site.

Applications for new construction in the Central Business District must follow the design principles set forth in UDO Section 30-65.3. Before staff may recommend approval, the UDO requires the following design principles be met.

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

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

1. Development shall be in the form of compact blocks that promote pedestrian and vehicular connectivity;

Staff finds that the development promotes pedestrian and vehicular connectivity.

2. Development should contribute to the character of the surrounding area;

Staff finds that it contributes to the character of the surrounding area.

3. Appropriately sized central gathering places shall be incorporated into the development;

Staff finds that the central gathering space is incorporated into the development with the patio.

4. Development shall be integrated with adjacent developments;

Staff finds that the development is integrated with the adjacent buildings. To the north, the air and light well will provide egress.

5. Wherever possible, buildings shall be built to the minimum front yard setback;

Staff finds that the proposed building will be built to the appropriate setback.

6. The primary entrance to a building shall be oriented to the street;

Staff finds that the proposed building meets this criterion as all entrances are oriented towards the street.

7. Buildings shall be constructed primarily of traditional building materials and designed with a high degree of architectural character and detail;

Staff finds that the proposed building meets this criterion as it shall be constructed using traditional materials such as brick and stone, providing architectural character and detail.

8. Street-facing elevations shall include architectural detailing and transparent windows;

Staff finds that the proposed building meets this criterion as the street-facing elevations include architectural detailing and transparent windows.

- 9. Sites should be designed with an emphasis on promoting a pedestrian friendly environment;**
Staff finds that the site has been designed with an emphasis on promoting a pedestrian-friendly environment.
- 10. Sites should incorporate a mix of building types;**
Staff finds that the site will incorporate a mix of building types.
- 11. Off-street parking and garages shall be located at the rear of buildings;**
Staff finds that the proposal meets this criterion as off-street parking is proposed at the rear of the building with additional spaces provided below grade.
- 12. Utilitarian areas such as loading docks, mechanical equipment, storage areas and trash enclosures shall be located at the rear of the building and screened;**
Staff finds that the proposal meets this criterion as all utilitarian areas are located at the rear of the building.
- 13. Street furnishings and plantings shall be incorporated into the development;**
Staff finds that the proposal meets this criterion as both street furnishings and plantings will be incorporated into the patio area.
- 14. Mixed-use buildings with street-level retail uses are encouraged;**
Staff finds that the proposal meets this criterion as it is a mixed-use building with street-level retail.
- 15. Dwellings shall be located at least one floor above street level and have an entrance separate from that of the lower level;**
Staff finds that the proposal meets this criterion as the dwellings are located above street level and have entrances that are separate from the lower level.
- 16. On-street parking is encouraged; and**
Staff finds that the proposal meets this criterion as on-street parking is present.
- 17. Alleys are encouraged.**
Staff finds that the proposal meets this criterion as there is a drive that functions as an alley to the rear of the site.

STAFF RECOMMENDATION

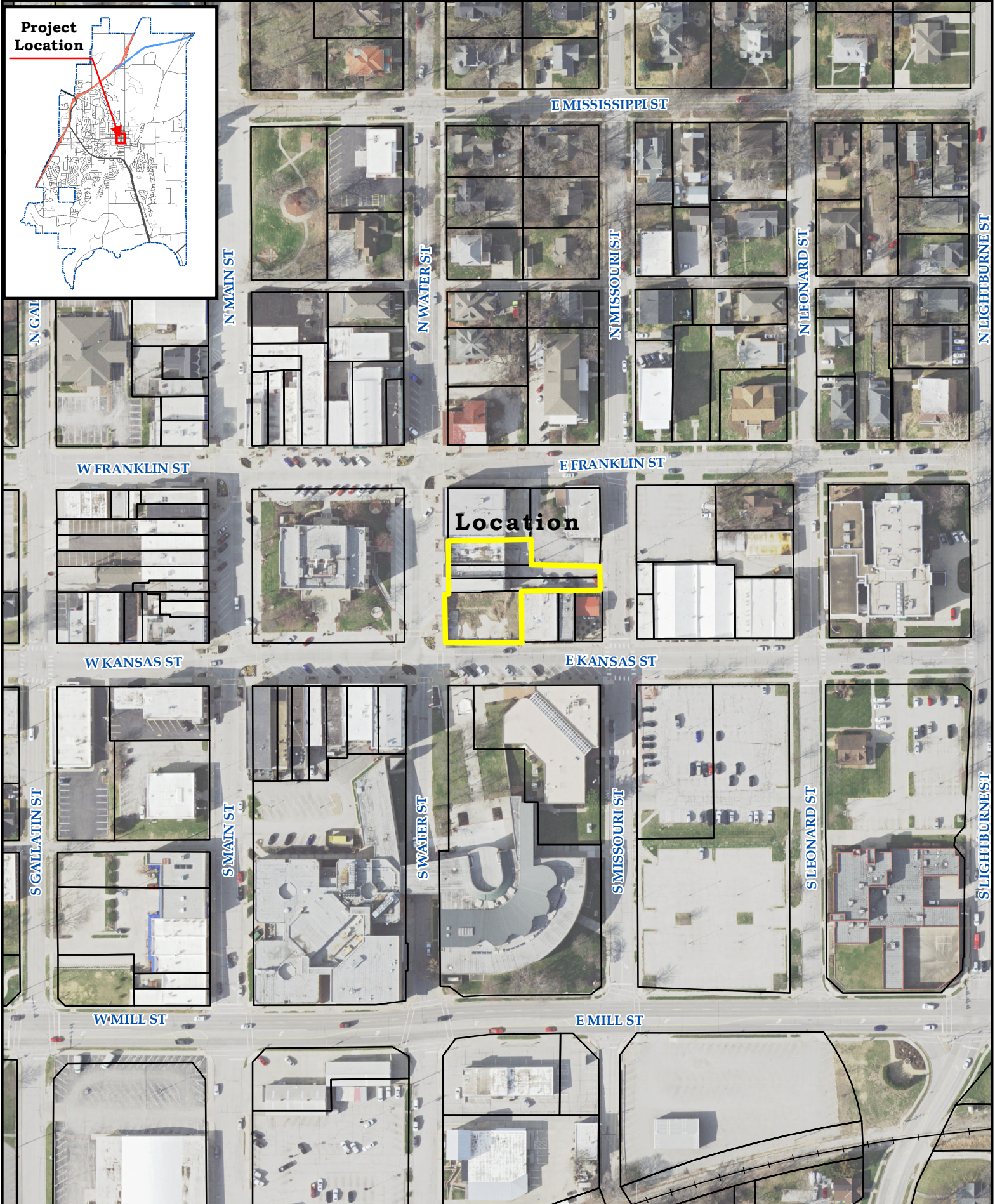
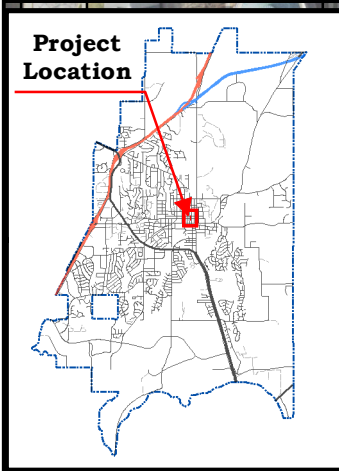
Staff finds that this application meets the standards of review for a final development plan. Staff recommends approval of P&Z Case 24-38FDP.

PZ RECOMMENDATION

At its October 8, 2024 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 24-38FDP as presented in the staff report.

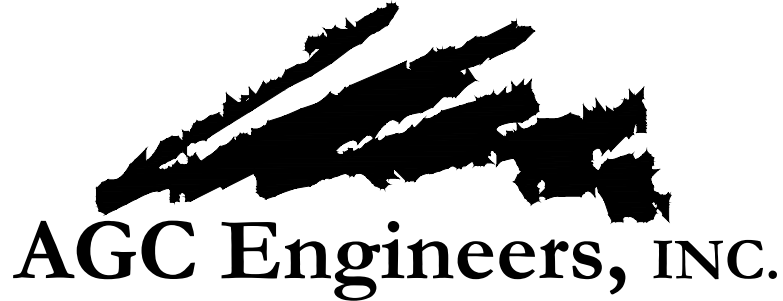
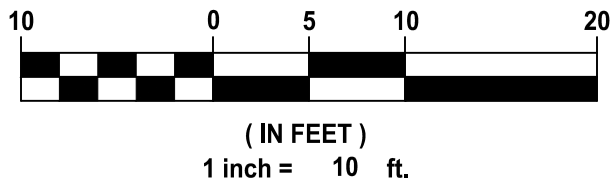
ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Final Development Plan
Exhibit C:	Minutes Excerpt from Planning & Zoning Commission meeting
Exhibit D:	Resolution





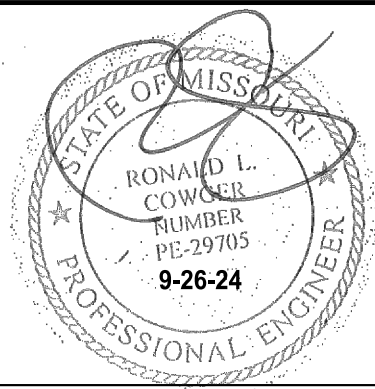
BY	REVISION	DATE
RC	address City comments from 9-12-24	9-26-24
RC	removed overhead door to compactor on Kansas St	9-16-24
ACA	FOR REVIEW	9-6-24



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

816.781.4200 ■
fax 792.3666

www.agcengineers.com



WATER STREET LOFTS LIBERTY, CLAY COUNTY, MISSOURI	
FINAL DEVELOPMENT PLANS SITE PLAN	5

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

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

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

16 UNITS TOTAL:
AVG: 1,171 SF

THIS DRAWING has been prepared by the Architect, or prepared under his direct supervision as an instrument of service and is intended for use only on this project. All Drawings, Specifications, ideas and designs, including the overall layout, form, arrangement, and composition of spaces and elements portrayed, constitute the original, unpublished Work of the Architect. Any reproduction, use, or disclosure of the information contained herein without the written consent of the Architect is strictly prohibited.

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RELATED DOCUMENTS: This Drawing is a single component of an integrated set of Construction Documents, General and Supplementary Conditions of the Contract, General Requirements, Specifications and other Drawings may affect the Work described. Failure to review and integrate all components of the whole of the Construction Documents does not relieve the Contractor from providing a complete Project.

COMPLY With all laws, codes, ordinances and regulations with authorities having jurisdiction and with requirements of the Contract, if applicable. Do not start Work until all permits and required approvals are obtained.

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

project title

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

project number
23082.002

drawing issuance
FDP RESUBMITTAL 09.16.24

drawing revisions

No.	Description:	Date:
1	FDP COMMENTS	09.27.2024

professional seal

d r a w i n g t i t l e

FLOOR
PLAN

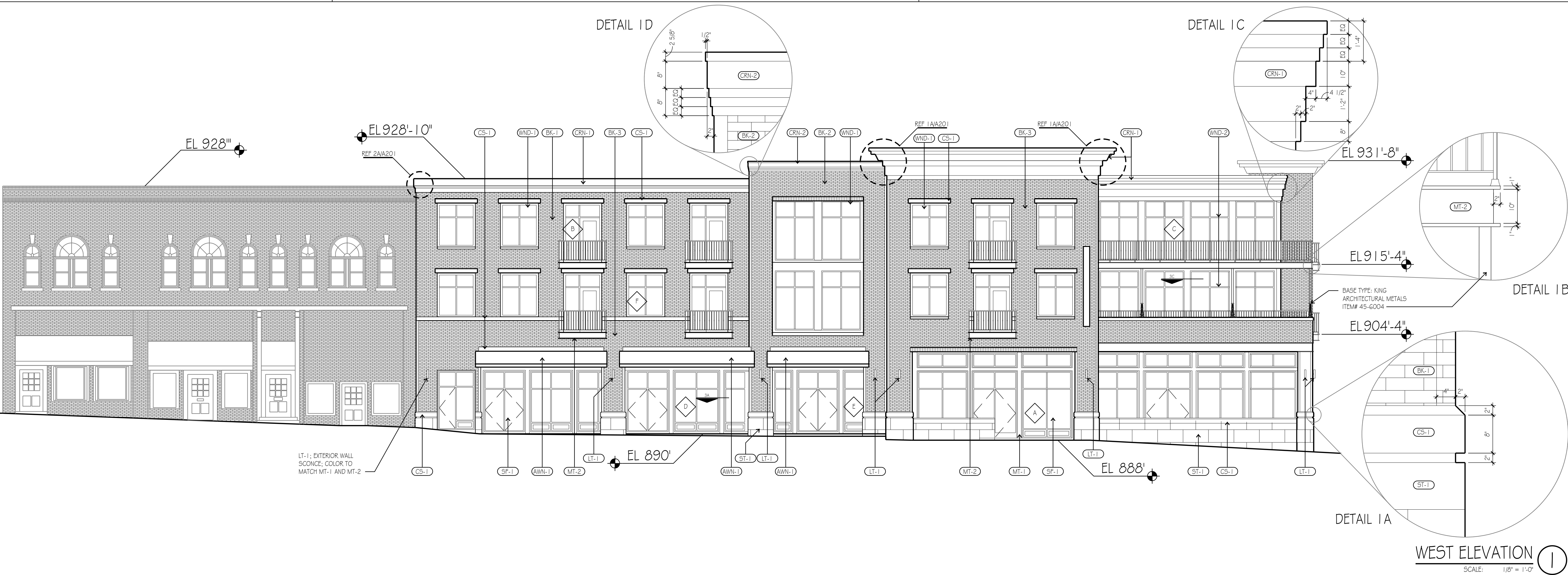
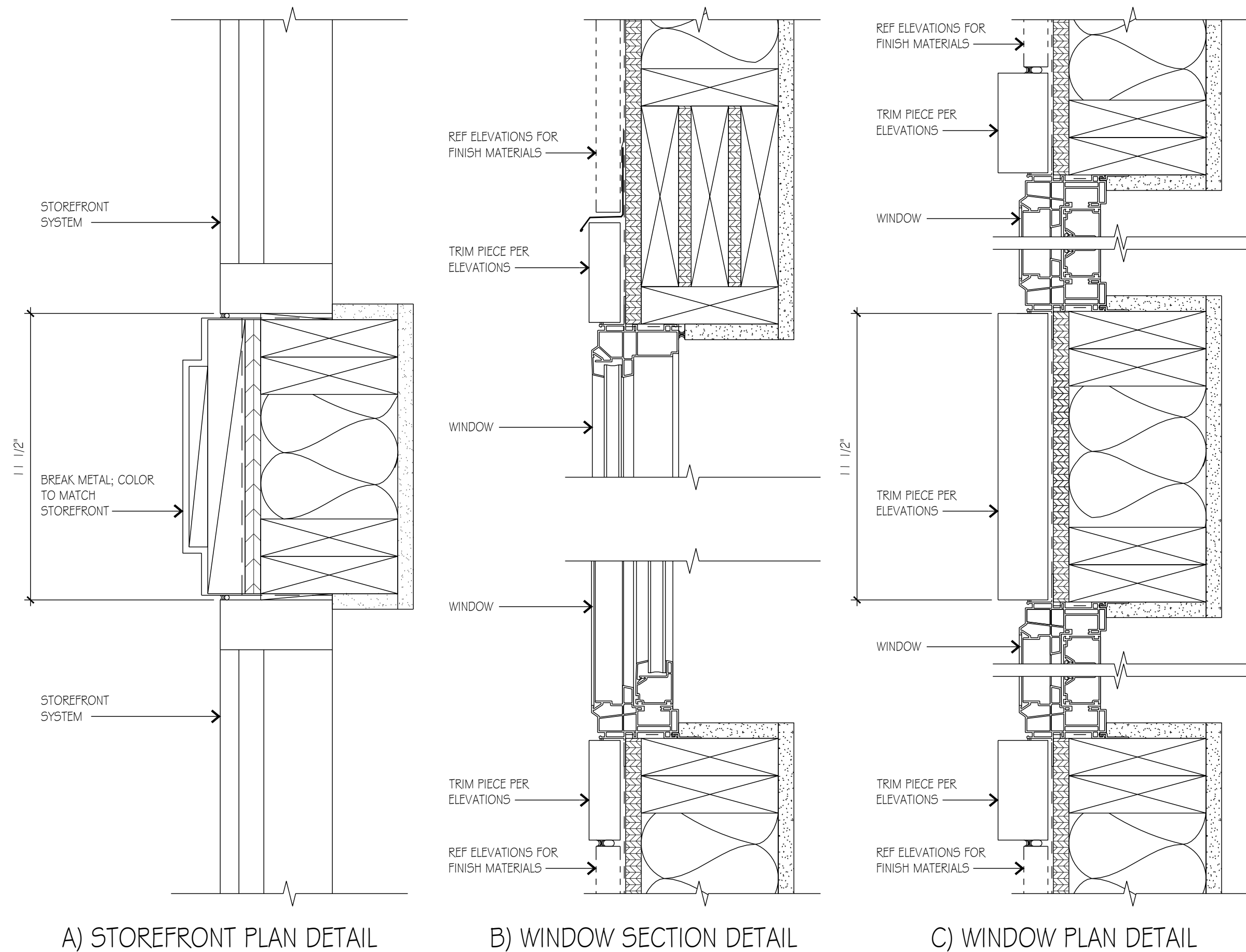
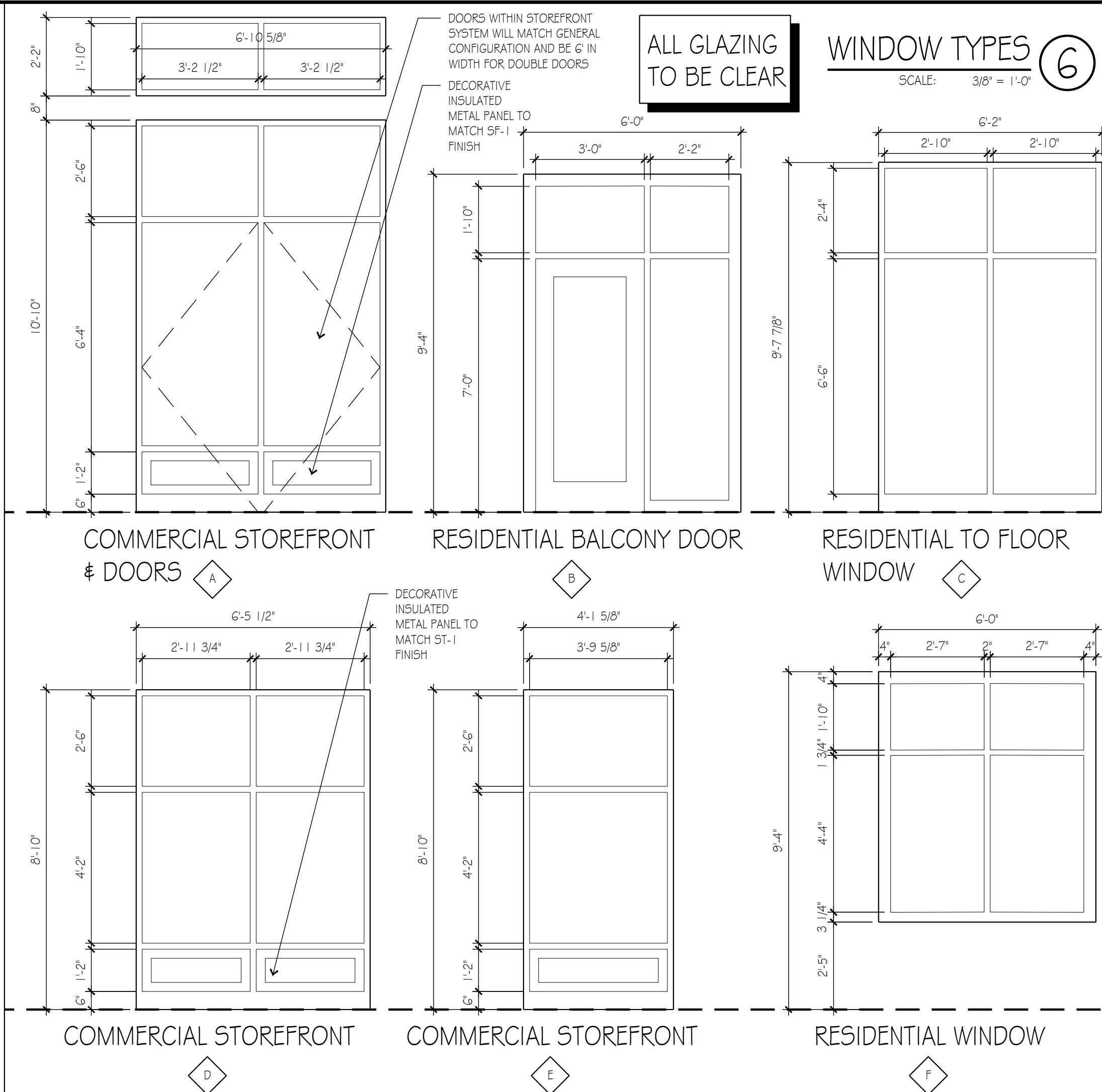
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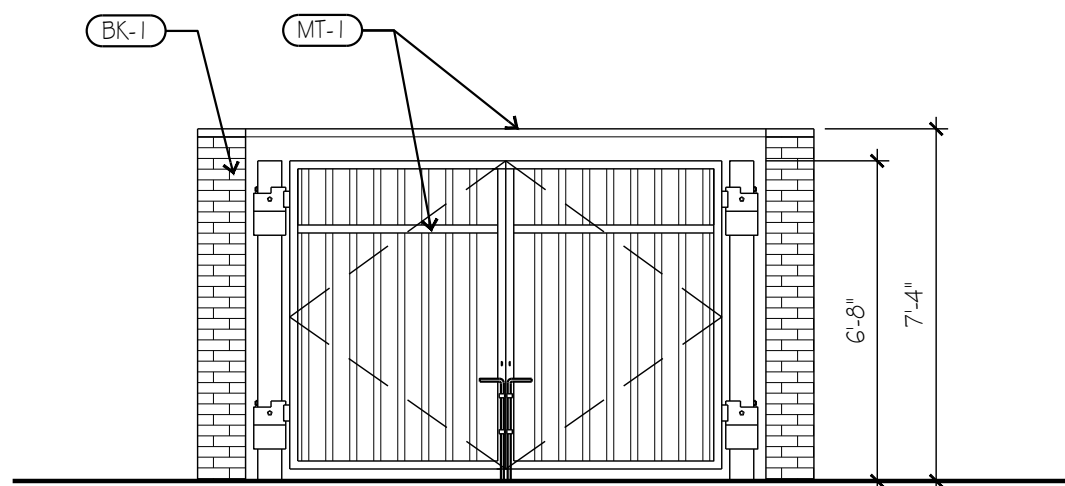
AS100

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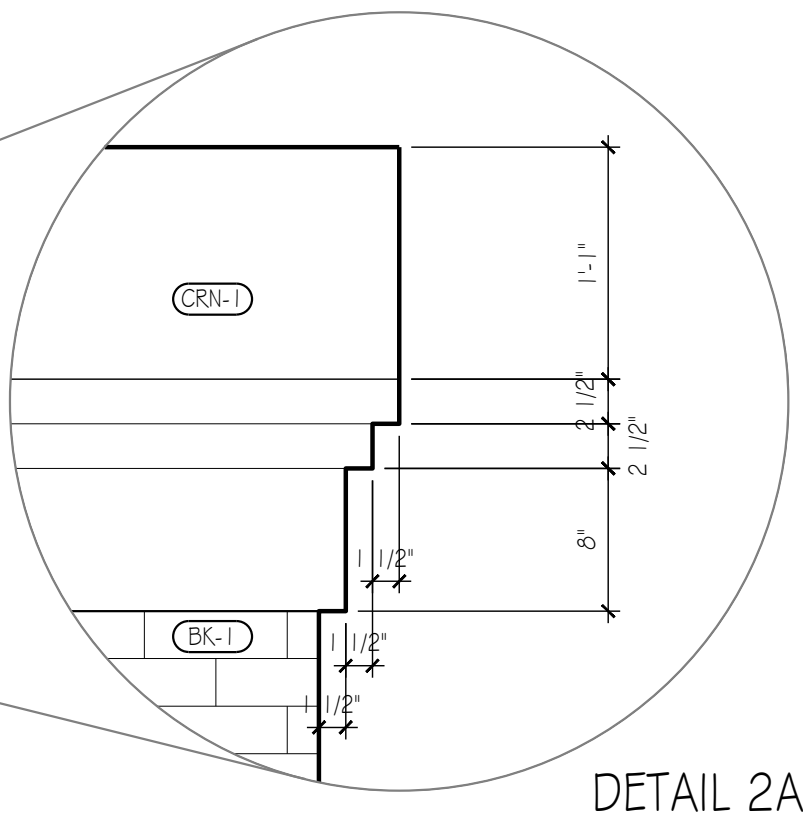


FINISH SCHEDULE			
ITEM	DESCRIPTION	MANUF / COLOR	REMARKS
BK-1	FULL BRICK	GLEN-GERY / 52-DD	
BK-2	FULL BRICK	GLEN-GERY / ASPEN WHITE SMOOTH	
BK-3	FULL BRICK	GLEN-GERY / OSLO	
CS-1	CAST STONE	MIDWEST CAST STONE / 25AC	
CONC-1	ACID ETCHED CONCRETE	TBD	
ST-1	STONE	US STONE / MCKINLEY / SILVERDALE	
STC-1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

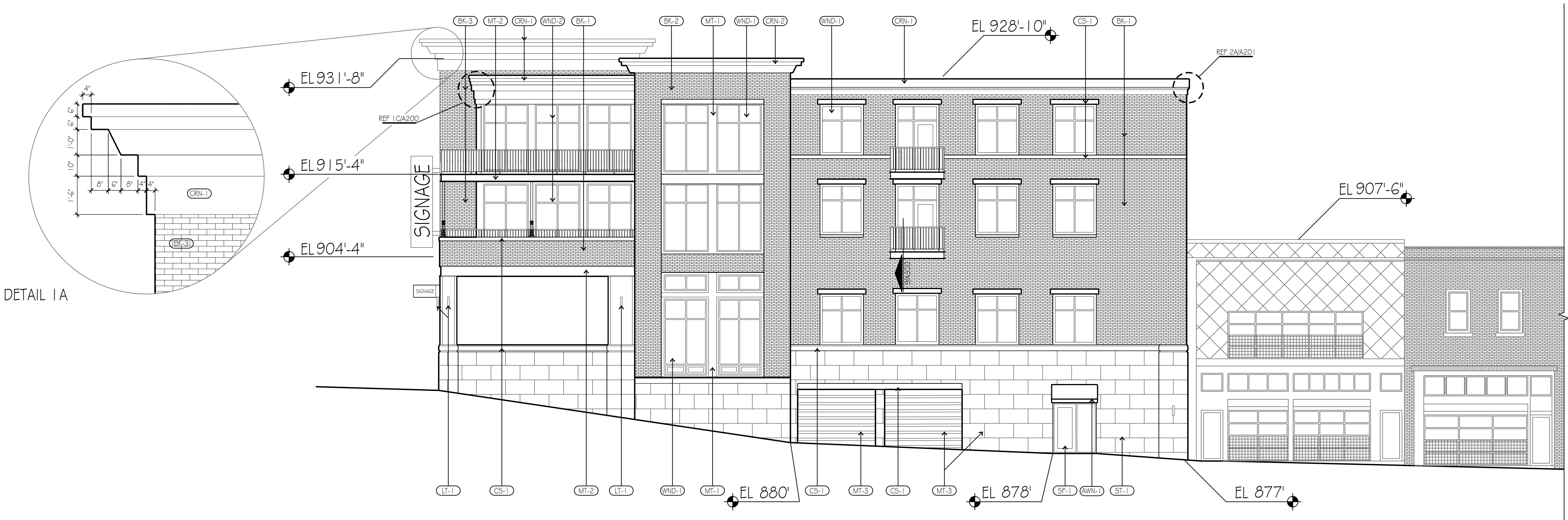




TRASH ENCLOSURE ELEVATION ③
SCALE: 1/4" = 1'-0"



EAST ELEVATION ②
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION ①
SCALE: 1/8" = 1'-0"

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COMPLY WITH all laws, codes, ordinances and regulations with authorities having jurisdiction and with requirements of the Contract, if applicable. Do not start Work until all permits and required approvals are obtained.

VERIFY ACTUAL CONDITIONS and dimensions prior to construction. Commencement of work constitutes verification and acceptance of all existing conditions. Application of a material or equipment item to Work without others constitutes acceptance of that Work, and assumption of responsibility for satisfactory installation.

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

project title

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

project number
23082.002
drawing issuance
FDP RESUBMITTAL 09.16.24
drawing revisions
No. Description: Date:
△ FDP COMMENTS 09.27.2024

professional seal



CONCEPT FACADE DESIGN



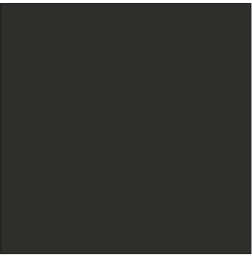
WATER STREET - FACADE DESIGN



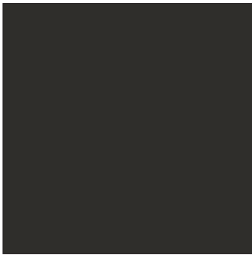
EAST KANSAS STREET - FACADE DESIGN



MATERIAL BOARD



SF-1
STOREFRONT
KAWNEER
DARK BRONZE



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



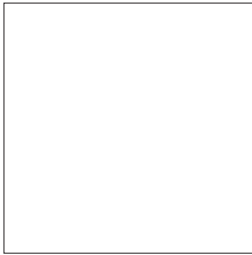
MT-3
STEEL GARAGE DOOR
OVERHEAD DOOR
MODEL 424
(PTM MATCH SF-1)



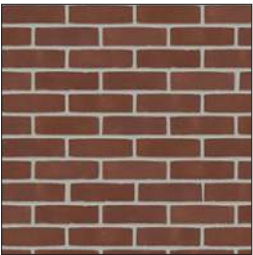
AWN-1
FABRIC AWNING
SUNBRELLA
BLACK



WND-1
FIBERGLASS WINDOW
BLACK TRIM



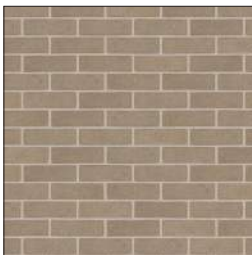
WND-2
FIBERGLASS WINDOW
WHITE TRIM



BK-1
BRICK
GLEN-GERY
52-DD



BK-2
BRICK
GLEN-GERY
ASPEN WHITE SMOOTH



BK-3
BRICK
GLEN-GERY
OSLO



CS-1
CAST STONE
MIDWEST CAST STONE
25AC



CONC-1
ACID ETCHED CONCRETE



ST-1
STONE
US STONE
MCKINLEY
PRAIRIE SHELL



STC-1
STUCCO
SW 7504
KEYSTONE GRAY



CRN-1
CORNIC
GFRC
ARCHITECTURAL MALL, INC.
SW 7008
ALABASTER



CRN-2
CORNIC
GFRC
ARCHITECTURAL MALL, INC.
SW 9111
ANTLER VELVET

C. PZ Case 24-38FDP: Final Development Plan for Water Street Lofts.

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

Chairman Rosekrans asked if there were any questions of staff. Hearing none, he invited the applicant forward.

Henry Klover, Klover Architects, 8813 Penrose Lane Ste 400, said they are excited to move forward with this project, and that it has been a year in the making with lots of changes based on staff, HDRC and community feedback.

Commissioner Holt asked if the lower level parking is for tenants only.

Mr. Klover said yes, it will have a fast-acting door and will be for the residents only.

Commissioner Summers said he feels that turning in might be an issue with the slope.

Mr. Klover said the slope on the site was a big consideration when designing the building. He said they have also agreed to put a decorative handrail in on the slope along Kansas.

Commissioner Holt asked for information about the apartments

Mr. Klover said there would be 8 one bedrooms and 8 two bedrooms at the corners. He explained the air and light well on the north.

Commissioner Personett asked for clarification on the trash and the alley in the rear.

Ms. Sharp said it is a drive, not a true alley.

Ron Cowger, ACG Engineers, 405 S Leonard, said the Burnett property and this property share the drive that functions as an alley but it will be maintained by the property owners.

Chairman Rosekrans asked if the commission had any additional questions for the applicant or staff. Seeing none, he asked for a motion.

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

Vote: Motion passed 8-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, October 28, 2024.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR WATER STREET LOFTS. A THREE-STORY, MIXED-USE BUILDING WITH GROUND FLOOR RETAIL, 16 RESIDENTIAL LOFTS, AND UNDERGROUND PARKING TOTALING 47,750 SQUARE FEET AT 1 - 11 N. WATER STREET IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for Water Street Lofts, a three-story, mixed-use building with ground floor retail, 16 residential lofts, and underground parking totaling 47,750 square feet at 1 - 11 N. Water Street in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on October 8, 2024 and City Council on October 28, 2024; and

WHEREAS, pursuant to the Unified Development Ordinance (UDO) of the City of Liberty, the City Council finds that the final development plan described duly conforms to the standards and requirements of ordinances in place at the time of the application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for Water Street Lofts, a three-story, mixed-use building with ground floor retail, 16 residential lofts, and underground parking totaling 47,750 square feet at 1 - 11 N. Water Street in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

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

MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**

Meeting Date: October 28, 2024

A/R No.: 2024-251

Department: Police

Submitted By: Matt Kellogg, Police
Captain

Subject: Ordinance approving a Collective Bargaining Agreement with the Members of the Communications Workers of America (CWA) Local 6360 and the City of Liberty

Summary:

- Collective Bargaining Agreement with the Members of the Communications Workers of America (CWA) Local 6360 and the City of Liberty

Background:

Staff and CWA Local 6360 began their first contract negotiations in January 2024 at the request of CWA 6360. Most language in the proposed Collective Bargaining Agreement (CBA) is standard language and aligns with current City policies, current departmental procedures and current CBA language. Departmental procedures, methods and standards will continue to be monitored through a joint labor/management committee. Items that have a financial impact to the City were negotiated in detail and prioritized. The proposed CBA requires a three-year commitment to stated language and policies within the document.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. 2024 CWA Ordinance
2. CWA Signed Agreement

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH
THE MEMBERS OF THE COMMUNICATIONS WORKERS OF AMERICA LOCAL 6360
AND THE CITY OF LIBERTY, MISSOURI

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a
Collective Bargaining Agreement between the Communications Workers of America
Local 6360 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:

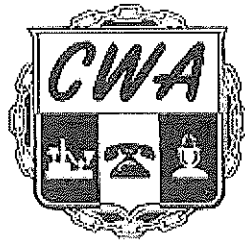
DEPUTY CITY CLERK

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

MAYOR

THE CITY OF LIBERTY MISSOURI

AND



Communications
Workers of America

LOCAL 6360

2024 - 2027 LABOR AGREEMENT

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ARTICLE 1. PREAMBLE

Section 1.01 Purpose.

This Memorandum of Understanding is entered into by the Communications Workers of America, Local 6360, herein called the "Union," and the City of Liberty, Missouri, herein called the "City." It is the purpose of this Memorandum of Understanding to maintain a harmonious relationship between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours, benefits, and other terms and conditions of employment.

Section 1.02 Conflicts.

In the event that any provision of this Agreement conflicts with the City's Personnel Policies Manual, with any General Orders of the City's Police Department (hereinafter, the "Department,"), or with any other written directives issued by management, the provisions of this Agreement shall be controlling. The parties recognize that the City's Personnel Policies Manual, and the Department's General Orders and other written directives will address topics not covered in this Agreement and will provide further details about matters that are addressed in this Agreement. To the extent these written materials do not conflict with the provisions of this Agreement, they shall be enforceable.

Section 1.03 Rules, Regulations, and City Orders (Not in Conflict with this Agreement). The City will make all policies, manuals, general orders, and written directives, including those relating to personal conduct and to work performance, which are applicable to employees covered under this Agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

ARTICLE 2. RECOGNITION

Section 2.01 Recognition.

Pursuant to Recognition Case 10583.000 of the Missouri State Board of Mediation, the City recognizes the Union as the exclusive bargaining representative for all regular Communications Officer (non-probationary), employed by the Department regarding wages, hours, benefits and other terms and conditions of employment.

Section 2.02 New Job Classifications.

In the event that any new civilian job classification is created within the Communications Unit with responsibilities equal to or lesser than that of a Communications Officer the City will bargain with the Union regarding whether the new job classification should be included in the bargaining unit. If the new position is added to the bargaining unit, the City will further bargain with the Union regarding wages, hours, benefits and other terms and conditions of employment regarding the new classification(s).

Section 2.03 Non-Discrimination.

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's union membership status (*i.e.*, member or non-member).

ARTICLE 3. MANAGEMENT RIGHTS

Section 3.01 Management Rights.

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, both directly and as delegated to the Police Chief, including but not limited to the right to:

- (a) Determine the mission of the City and the Department;
- (b) Direct the working forces.
- (c) Hire, classify, assign, promote, and transfer employees.
- (d) Suspend, demote, discipline, and discharge employees for just cause.
- (e) Change existing methods, operations, facilities, equipment, and type or number of personnel.
- (f) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law, after discussion with the Union as provided herein.
- (g) Maintain and/or take steps to enhance the efficiency of the operation of the Department; and
- (h) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities.

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations, and practices in furtherance thereof shall be exercised in good faith and in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law.

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

Section 3.04 Emergency Conditions.

If the Mayor, or the mayor's designee as set forth in the Liberty Emergency Operations Plan, declares by proclamation that a state of emergency exists within the City, the provisions of this Agreement may be suspended by the City during the time of the declared emergency. The City will return to normal provisions of this Agreement once the emergency has been concluded.

ARTICLE 4. UNION RIGHTS

Section 4.01 Stewards.

The Union shall provide the Department with a list of employees not to exceed four (4), with no more than one (1) per shift, who shall serve as official Union representatives. The City shall not be required to recognize any Employee as a representative unless the Union has notified the City in writing regarding the Employee's name and representative designation.

Section 4.02 Union Business.

The City will pay Union representatives for time spent in labor management meetings, grievance meetings, disciplinary meetings, Union announcements, and representing employees during investigatory interviews, while on duty, so long as Union business does not interfere in any way with performance of the employee's regular job duties, the work of any other on-duty personnel, the operations of the City or the Department, or cause significant overtime costs to the City. All other Union business shall be performed on non-working time.

The City shall make available meeting space in any City facility (including the communications center, if available) to conduct Union business without charge.

The City shall also permit the Union Steward to utilize the intra-departmental email system for the purpose of providing information to bargaining unit members. This use will be consistent with City policy.

Section 4.03 New Hire Orientation.

The City agrees that all new personnel hired to fill represented positions shall, while on duty and prior to the conclusion the probationary period, be given a presentation from the Union. During the presentation, the representative(s) of the Union will provide copies of this Agreement, explain the Union's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Union and membership therein, and will offer membership in the Union to each new employee. The Union shall be allowed reasonable time to make its presentation, not to exceed sixty (60) minutes.

Section 4.04 Bulletin Boards.

The City agrees to allow the Union to maintain a bulletin board in the Communications Unit. The bulletin board will be for the exclusive use of the Union. Items that are incendiary, inappropriate, harassing, discriminatory, or disruptive shall not be posted, and if posted may be removed and brought to the attention of the local union steward for discussion. All items must be appropriate for the workplace in accordance with City policy.

Section 4.05 Dues Deduction.

Upon submission by the Union to the HR & Risk Management Department of appropriate authorization cards, the City agrees to deduct union dues in bi-monthly amounts from the pay of each employee who has authorized such deduction. The City will remit deducted amounts to the Union on a monthly basis. The Union will notify the City of any changes in deduction rates at least thirty (30) days before such changes are to be put into effect. Revocation of such authorization must be in writing, with a copy to the Union and to the City.

The City agrees to furnish the Secretary/Treasurer of the International Union, and to the local representative on a monthly basis (in a format agreeable to both the City and Union) a report showing the amount of dues withheld from each employee and the employee's hourly rate. If no dues deduction is made for a month, an explanation will be provided.

The City agrees to remit the reports and the funds withheld no later than fifteen (15) calendar days after the first of the month following the month during which deductions were made (e.g., funds withheld from August payroll will be remitted no later than September 16th). The Union assumes all risks in the use of the above information and further agrees to indemnify the City for all liabilities regarding the Union's use of the employee information.

Section 4.06 Release of Information.

The City shall, upon request, provide to the Union information and records reasonably relevant to the Union's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves personally identifiable data (e.g., social security number, home address, home, or cell phone number), medical data or protected health information of any kind, the Union must present a signed release from each employee covered by the request.

Section 4.07 Excessive Request.

In the event the City estimates that responding to a single information request will require the production of more than 200 pages of information that is not available in electronic format or will require more than two hours of staff time to research or prepare, the City shall notify the Union of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at the City's standard rate. In no event shall the Union be charged if the actual cost of research, duplication, and copies is less than \$100.00.

Section 4.08 Indemnification.

The Union shall defend, indemnify, and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Union to the City.

ARTICLE 5. JOB DESCRIPTIONS AND SPECIALTY POSITIONS

Section 5.01 Job Descriptions.

The department shall maintain and provide to the Union a current job description for all positions within the bargaining unit. A copy of any new or revised job description will be provided to the Union prior to implementation.

Section 5.02 Approved Training.

Approved time spent in training shall be paid for by the City. Any training hours outside of the regular schedule shall be considered overtime. Training lasting more than 50% of the members tour including travel time shall constitute a full day. The member shall not be required to complete the remainder of their shift and shall be paid for the full shift.

ARTICLE 6. PAST PRACTICES**Section 6.01 Past Practice.**

A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time. The parties mutually acknowledge that there do not exist any binding past practices between them as of the date of execution of this Agreement that establish terms or conditions of employment that exist outside the provisions of this agreement. In order for any binding past practice to be established in the future, the practice must be reduced to writing and signed by the parties at the time it is established.

ARTICLE 7. OUT OF CLASSIFICATION PAY**Section 7.01 Out of classification pay.**

An employee works out of classification when they are assigned to perform the duties of a job classification that is higher than the employee's current job classification. Any employee who works "out of classification" as approved by the Chief of Police or their designee, for eight (8) or more consecutive hours during a single shift shall receive an hourly premium equal to 10% of the employee's current base wage rate for all hours worked out of classification.

ARTICLE 8. HEALTH AND WELFARE

Section 8.01 Health, Vision, Dental and Life Insurance.

The City shall provide all members a benefits program consistent with the benefits program afforded to all City employees.

Section 8.02 Vaccinations.

The City will continue to make vaccinations available at no charge to employees for communicable diseases in compliance with the recommendations of the Missouri Department of Health. These vaccinations shall be voluntary and not affect job status.

Section 8.03 Changes in Coverage.

The City shall have the right to change plans and/or carriers, or to change benefits available under an existing plan. The City will notify the Union of changes promptly when it becomes aware of them. The City shall meet with the Union to discuss changes upon request.

ARTICLE 9. RETIREMENT BENEFITS

Section 9.01 LAGERS.

The City will continue to participate in the LAGERS L-6 non-contributory retirement program for all bargaining unit personnel, consistent with the benefit provided for all City employees.

Section 9.02 Other Benefits.

Members shall be afforded the option to enroll into various retirement plan options offered by the City's retirement plan vendor. Available options will be the same as provided for other City employees.

ARTICLE 10. HOLIDAYS

Section 10.01 Holidays.

The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. All holidays will be recognized on the actual day of the holiday.

Section 10.02 Holiday / Regularly Scheduled Off.

All full-time Communications Officers shall be awarded the same number of holiday

hours on January 1st of each year as are provided to members of the FOP bargaining unit who work 12-hour shifts (currently one hundred thirty-two hours, but subject to change through collective bargaining with that bargaining unit), to be used consistent with City and Departmental policy. Annual holiday hours shall not be reduced below 92 hours per year. Holiday hours will count as time worked for overtime purposes only when used to substitute for a regular shift not worked. There shall be no pyramiding of premium or overtime pay.

Section 10.03 Holiday / Worked.

Employees required to work on the actual holiday will be compensated at the rate of two (2) times pay for hours worked.

Section 10.04 Pro-Rated Holiday at Hire and Separation.

Holiday hours for newly hired employees will be provided based on the number of holidays remaining in the calendar year. Unused holiday hours for departing employees will be paid out based on the number of actual holidays that have already occurred at the time of separation. Departing employees will be required to repay any holiday hours used in excess of the actual holidays completed during the year.

ARTICLE 11. VACATION

Section 11.01 Vacation Accrual.

Vacation leave shall be accrued on a bi-weekly basis, in accordance with the following annual vacation hours accrual schedule:

<i>Length of Continuous Service in Years:</i>	<i>Annual Hours Earned:</i>
0 to 3 years	96
3.1 to 7 years	120
7.1 to 11 years	136
11.1 to 15 years	152
15.1 to 20 years	176
20.1 to 25 years	200
25.1 +	240

Section 11.02 Maximum Accrual.

There shall be no maximum accumulation of vacation leave.

Section 11.03 Scheduling & Use.

All vacation requests shall be submitted by the 15th of the month prior. Management must allow at least one person per shift, per day, to be off on vacation, if requested, and may allow more if staffing permits.

Section 11.04 Procedure.

Vacation requests will be submitted through the chain of command for consideration and approval. The Department will not unreasonably deny vacation requests but reserves the right to deny any request that would, in its discretion, unduly interfere with the operation of the Department.

Section 11.05 Vacation Payout.

Upon separation from employment, bargaining unit employees who leave the City with at least six months of service and provide the proper notice required as outlined within the City's Personnel Policies Manual will be paid for 100% of their vacation leave accrual not taken up to a maximum of 240 hours. Any accrued but not used vacation hours above the 240-hour maximum at separation of employment will be forfeited. Employees discharged for just cause are not eligible for any vacation payout. For payout of accrued vacation upon retirement, please refer to Chapter 8, Section 8.2 Retirement of the City's Personnel Policies Manual.

ARTICLE 12. SICK LEAVE**Section 12.01 Sick Leave Accrual.**

Sick leave shall be accrued on a bi-weekly basis at the rate of 4 hours per pay period, for regular employees.

Section 12.02 Maximum Accrual.

Regular employees may accrue up to a maximum of 1,680 hours of sick leave.

Section 12.03 Scheduling & Use.

Sick leave shall be used and administered in accordance with applicable City and Departmental policies.

Section 12.04 Fitness for Duty.

The City may require a fitness-for-duty examination, with a physician of its own choosing whenever the City has a good faith doubt regarding the employee's ability

to safely and properly perform any of the essential functions of their job, with or without reasonable accommodations. The City shall pay for the cost of such examinations, and for the time spent in the examination.

Section 12.05 Sick Leave Payout.

Bargaining unit employees shall be eligible for sick leave payout on the same terms as apply to employees in the FOP bargaining unit, including any changes to said terms that may be adopted in the future.

Section 12.06 Payment upon on-duty death.

Upon the on-duty death of any employee, the employee's designated LAGERS beneficiary shall receive 100% of the decedent's accrued vacation and 50% of their accrued sick leave.

ARTICLE 13. OTHER LEAVE

Section 13.01 City and Department Leave.

All personnel covered under this Agreement shall be eligible for personal leave, bereavement leave, Family and Medical leave, worker's compensation leave, and any other form of leave (either paid or unpaid) as provided for under City and Departmental policies.

Section 13.02 Conduct during Leave.

Employees on leave shall not engage in activities that are inconsistent with the reason for the leave. Employees shall have the right to engage in any activity, including performing work for other employers, that is not inconsistent with the reasons for the leave. If they are able, and the employee voluntarily chooses, an employee on leave may attend training offered by the Department but will not be compensated for that time except to the extent their leave time is otherwise paid.

Section 13.03 Witness Pay.

Employees who are required to attend court as a result of the performance of their assigned duties during non-work hours shall be compensated for a minimum of two (2) hours at the standard overtime rate. All consecutive time spent in court after the first two (2) hours shall be at the standard overtime rate for the time spent in court.

Section 13.04 Paid Parental and Caregiver Leave

Bargaining unit members shall receive paid parental and caregiver leave on the same terms as such leave is available to all other City employees.

Section 13.05 Jury Duty.

In the event an employee is called for jury duty, the employee shall be granted paid time off from their regularly scheduled shift, to allow the employee to attend court and to avoid performing night duty when the employee will be expected to be in court the next morning. Any remuneration received by the employees for personal services while serving as a juror on any day the employee also receives compensation from the City shall be remitted to the City.

ARTICLE 14. SENIORITY

Section 14.01 Definition.

“Seniority” shall mean the length of the bargaining unit member's continuous service in the full-time Communications Officer job classification for the purposes of shift bidding, vacation selection, and layoffs.

Section 14.02 Roster.

The Department shall maintain and provide to the Union a current roster showing names of all current bargaining unit personnel, or job classification, date of initial hire within the Department, and date hired into current position.

Section 14.03 Loss of Seniority.

Seniority shall be lost, and the employment relationship terminated upon the occurrence of any of the following events:

- (a) Voluntary resignation or retirement.
- (b) Discharge for cause.
- (c) Failure to return from layoff within fourteen days after the City issues a recall notice.
- (d) No-call/no show for two consecutive regularly scheduled shifts if the employee was physically and practically able to call or report to work.
- (e) Failure to perform work for the City for twelve (12) consecutive months for any reason, other than military leave or work-related illness or injury.

Section 14.04 Rehire.

Former bargaining unit employees who separate from the City and are rehired within one year from their date of separation shall have their prior department seniority reinstated and will begin to accrue new seniority from the date of re-employment. Employees shall return to their previous pay step and vacation accrual rate prior to their separation.

Section 14.05 Right of Return to the Bargaining Unit Following Promotion

If an employee is promoted out of the bargaining unit to the rank of Communications Supervisor, the employee shall have the option of returning to the bargaining unit for up to twelve (12) months after their date of promotion, providing an open position is available. Employee shall retain their seniority within the unit in their return to the position of Communications Officer.

ARTICLE 15. PROBATION**Section 15.01 Initial Probation.**

Employees newly hired into bargaining unit positions shall serve a twelve-month probationary period. During this probationary period, the City retains the right to utilize any employee development techniques it deems necessary and appropriate to properly train the employee. The City further retains the right to utilize discipline, up to and including termination, without recourse to the Union. Following the successful completion of the probationary period the bargaining unit member will be entitled to all rights and privileges contained in this work agreement.

ARTICLE 16. HOURS OF WORK**Section 16.01 General.**

The regular workweek is 168 consecutive hours beginning 7:00 a.m. on Saturday and ending on the following Saturday at 7:00 a.m. The City will pay all bargaining Unit Members every two (2) weeks.

The standard work schedule shall consist of six 12-hour shifts and one 8-hour shift per two-week period.

Where necessary to maintain minimum staffing, employees may be assigned to work extended shifts or to work a 12-hour shift instead of an 8-hour shift.

The shifts for Communications Officers currently consist of the following:

Day Shift - 7 a.m. - 7 p.m.

Night Shift 7 p.m. - 7 a.m.

For all assignments, the Chief of Police retains the right to change the workday and change the above work schedules. The Chief agrees to meet and confer with the Union prior to making a permanent change to the above work schedule. Conferring with the Union shall not be required regarding any change in work schedules in response to a bona fide emergency, as determined by the City Administrator or Mayor.

Section 16.02 Shift Bidding.

Communications Officers will complete a seniority-based process semi-annually, wherein:

- (a) The bidding process will begin on May 15th and November 15th each year.
- (b) Bid sheets listing all affected employees in the unit shall be placed conspicuously within the communications unit, or shall be made readily available on-line, and shall list the shift and the hours available with each shift.
- (c) The Supervisor shall list the employee's date of hire for seniority determination on the bid sheet. Members are responsible for contacting the supervisor prior to the end of the bidding process if any discrepancy is noted on their date of hire.
- (d) Employees shall record their preference in shift assignments ranked with #1 being their first preference and so on. Employees will initial their selection on the bid sheet, or if completed electronically the bid will be submitted through the employee's City user account.
- (e) The shift bidding shall end on June 1st and December 1st of each year.
- (f) The Police Chief or their designee will announce the shift assignments, in writing, no later than June 15th and December 15th of each year.
- (g) Members who fail to provide a timely shift bid request will be placed on a shift at the discretion of the Chief of Police or their designee.
- (h) Seniority will be determined in accordance with Article 14 of this agreement.
- (i) New shift assignments will become effective beginning on the first pay period of July and January and shall be effective until the effective date of the subsequent shift bidding process.
- (j) Communications Officers may request to transfer to any vacant bargaining unit position during the year (*existence of vacant position to be determined in the discretion of the Chief or their designee) by submitting a written request through their chain of command. Employees will be given consideration for such vacancies in seniority order. All requests for transfers shall be subject to the approval of the Chief or their designee.
- (k) Any vacant shift (*existence of vacant shift to be determined in the discretion of the Chief or their designee) not filled by a bargaining unit member may be filled by a Communications Officer coming off of probation, a former Communications Officer returning from an unsuccessful promotional probation period, rehire, or

a recruit in the hiring/onboarding pipeline, or left unfilled for operational reasons within the discretion of the Chief of Police.

Section 16.03 Break Periods.

Communications Officers shall receive a thirty (30) minute paid meal period. All employees shall receive two (2) fifteen (15) minute rest breaks per shift worked. The two (2) fifteen-minute breaks may be used concurrently. All breaks shall be subject to interruption or cancellation due to work demands.

Section 16.04 Trainer.

Communications Officer assigned to train shall receive one hour of pay at the overtime rate for each day they are assigned to train. Any member who completes the final "Probationary Communications Officer Monthly Evaluation Report", regardless of the Probationary Communications Officer's release status (independent duty, extension, or termination) shall receive twelve (12) hours of additional vacation pay added to their vacation balance.

Section 16.05 Admin Meetings.

Employees required to attend an administrative meeting with the Department or the City during non-work hours shall be compensated for the greater of two (2) hours or actual hours of the meeting at the employee's overtime rate of pay. This provision will not apply to meeting times attached to the employee's scheduled work hours. For early call in or holdover hours, the employee shall receive compensation at their overtime rate of pay only for the actual hours of the meeting.

Section 16.06 Bilingual.

Employees who are conversationally fluent in Spanish, as determined by the passage of a test administered by the City, shall be paid an incentive of fifty cents (\$0.50) per hour for each day employee actually works.

Section 16.07 Call Out Pay.

Any employee who is called to work and reports for unscheduled work during off duty hours will receive compensation for the greater of two (2) hours or actual hours worked at the employee's overtime rate of pay. This provision will not apply to early call in or holdover hours. For early call in or holdover hours, the employee shall receive compensation at their overtime rate of pay only for the actual hours worked.

Section 16.08 Off-Duty Contact

Bargaining Unit members contacted by any department staff for a job-related issue while off duty shall be compensated for actual time spent on the call at one and one-half (1½) times their regular rate. This shall not apply to phone calls seeking to fill shifts or other calls regarding scheduling.

Section 16.09 Staffing

Both the City and the Union agree staffing is critical to the safety of the citizens of Liberty Missouri. The City will make every attempt to fully staff the Communications Unit by December 31, 2024. Full staff is considered at least nine (9) full-time bargaining unit members. This number will be reviewed annually by the Union and the City. The call volume statistics shall be provided at this annual meeting.

Section 16.10 Duty Trade.

Employees who perform the job tasks of a Communications Officer shall be allowed to trade shifts between themselves, for their own convenience, subject to the approval from a supervisor. All such trades shall be voluntary between the employees involved. Work performed while on a duty trade will not count towards determining overtime.

ARTICLE 17. OVERTIME AND COMP TIME

Section 17.01 Overtime.

All employees shall receive overtime pay at the rate of time-and-one-half for all hours worked over forty (40) hours in a work week, in compliance with the US Dept. of Labor Wage-Hour Division and applicable law. Overtime shall be paid in fifteen-minute increments. There shall be no pyramiding of overtime pay.

Section 17.02 Hours Worked.

Vacation, holiday pay, and sick pay shall count as hours worked when determining overtime eligibility. The City will not require employees to take time off at the end of work periods to avoid overtime.

Section 17.03 Compensatory Time.

Employees may elect to be paid in compensatory time off rather than receiving overtime pay in accordance with City and Departmental Policy. Compensatory time shall be earned at the rate of one-and-one-half times the hours worked accrued in the same manner that overtime is paid in accordance with FLSA.

Section 17.04 Mandated Overtime.

Mandated or “forced” overtime shall be distributed as equitably as possible among bargaining unit members. No member shall be required to work more than sixteen (16) consecutive hours.

ARTICLE 18. REDUCTIONS IN FORCE**Section 18.01 Lay Off.**

In the event the City determines it is necessary to reduce the size of the workforce within the bargaining unit, bargaining unit members shall be laid off in the order of inverse seniority only after all part-time and seasonal/reserve Communication Officers have been laid off.

Section 18.02 Recall List.

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy-two (72) hours after receiving a recall notice and shall have a maximum of fourteen (14) days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

ARTICLE 19. DISCIPLINE**Section 19.01 Discipline Purpose.**

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service.

Discipline or discharge of bargaining unit represented employees will be for just cause.

The question of whether just cause exists for the discipline or discharge of any employee shall be subject to the grievance and arbitration procedure provided herein, except for discipline and discharge decisions issued during a new employee’s probationary period.

Section 19.02 Types of Discipline.

The following types of disciplinary actions are officially recognized. The type of disciplinary action taken to correct an act of misconduct, or negligence in any given situation will depend on the overall circumstances being addressed, and it shall not be necessary for discipline to start at any level. Factors to be considered in determining the level of discipline issued include, but are not limited to, consideration of the

employee's overall performance history and disciplinary record, and the nature and/or severity of the misconduct, negligence, or unsatisfactory performance.

- (a) Documented Verbal Warning. A documented verbal warning shall be provided to the employee by the supervisor. All documented verbal warnings will be signed by the employee in acknowledgment of receipt, and maintained in the official personnel file housed in the HR and Risk Management Department.
- (b) Written Reprimand. A written reprimand of an employee shall be provided to the employee by the supervisor. All written reprimands will be signed by the employee in acknowledgement of receipt, and maintained in the official personnel file housed in the HR and Risk Management Department.
- (c) Unpaid Suspension. A disciplinary suspension is the removal of an employee from service, without pay, for a specific period of time. Only the City Administrator shall have the authority to issue suspensions without pay.
- (d) Discharge. Discharge is the removal of an employee from City employment. Discharge notices shall succinctly state the reason(s) for the discharge. A Copy of the Notice shall be provided to the employee. Only the City Administrator shall have the authority to discharge employees.

Section 19.03 Non-Disciplinary Actions.

The following non-disciplinary actions are available to address concerns about performance or behavior outside the disciplinary process:

- (a) Informal Counseling. Informal discussion between an employee and supervisor or higher-level member of management, usually concerning expected employee behavior, conformity to City policies, or job performance shall be considered non-disciplinary counseling. Informal counseling discussions may be referred to in a disciplinary matter to establish that management informed an employee of performance expectations or work directives.
- (b) Performance Improvement Plan. In cases involving unsatisfactory performance of an employee's duties - if the unsatisfactory performance does not involve willful neglect, or gross incompetence - Department management may elect to implement a performance improvement plan. In such cases, management shall notify the employee of the shortcomings in their job performance, explain the Department's performance expectations, and give the employee a reasonable opportunity to improve their performance before initiating the disciplinary process. Employees may request to have a local Union representative present during discussions regarding the development of performance improvement plans. The employee must select a representative who is available to attend the meeting within a reasonable period, which will typically mean that the

representative must be selected from among on-duty employees. Union representatives may make suggestions about methods for helping employees improve their performance, so long as the Union representative's conduct does not unduly disrupt or interfere with the conduct of the meeting. If additional training is appropriate and can reasonably be provided to the employee using the City's in-house resources, the City may direct, and the employee shall willingly and in good faith participate in, such training.

Performance improvement plans may be issued alone or in conjunction with a disciplinary action (for example, if the performance issue being addressed involves a willful neglect, or gross incompetence on the part of the employee). The Performance Improvement Plan itself shall not be considered a form of discipline. Once the PIP is issued it will be maintained in the official personnel file housed in the HR and Risk Management Department.

Section 19.04 Copies of Disciplinary Records.

Employees and the Union shall be given copies of any disciplinary records or performance improvement plans that are to be placed in their files, and employees shall have the right to examine the City's official personnel file housed in the Human Resources Department. Pre-hire psychological profiles and polygraph examination results shall be excluded from coverage under this Section. Employees shall not remove or alter any document contained in the City's files.

Section 19.05 Investigatory Interview.

During any investigatory meeting, the result of which may reasonably be expected to lead to discipline of the employee being questioned, and during any meeting in which discipline is to be issued, the employee who is being questioned or who is receiving discipline shall have the right to request Union representation. If the employee requests such representation, the meeting shall not proceed until a Union representative is present. The employee must select a representative who is available to attend the meeting within a reasonable period of time, which will typically mean that the representative must be selected from among on-duty employees. Stewards or other Union representatives present at investigatory or disciplinary meetings shall be permitted to ask questions, bring issues to management's attention, and to confer privately with the employee upon request, so long as the Union representative's conduct does not unduly disrupt or interfere with the conduct of the meeting.

ARTICLE 20. GRIEVANCE PROCEDURE

Section 20.01 Filing Grievances.

A “grievance,” for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement, and/or any city or Departmental policy/work rule. Discipline that falls below the level of a suspension is grievable up to Step three (3) of the grievance procedure but is not grievable to arbitration. The Union shall be the only party permitted to file grievances. The City or Department shall not accept, or process grievances filed by individual bargaining unit members. Individual bargaining unit members shall submit their potential grievances to the Union for evaluation. The Union shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation.

Section 20.02 Resolution at Earliest Possible Step.

The parties desire to resolve grievances at the earliest possible step and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Union and the City, such resolution shall be final as to that grievance.

Section 20.03 Waiver of Additional Process.

The grievance and arbitration provisions established herein shall be the sole avenue available for addressing any alleged violation of the terms of this Labor Agreement, including but not limited to determining whether the City had just cause for any discharge or discipline. Matters addressed through the grievance process set out herein shall not be addressed in any other forum. However, this section shall not prohibit individual employees from pursuing claims that do not arise under this Agreement independently in other forums, provided they have not elected to pursue those claims through the grievance and arbitration process. Once such claims are raised in other forums, they shall not be addressed by or on behalf of the same employee through the contractual grievance and arbitration process. Conversely, once an employee elects to raise a claim or issue through the grievance arbitration process, that same claim or issue shall not be addressed in any other forum, and the employee’s resort to grievance arbitration shall constitute a waiver of the right to proceed in any other forum.

Section 20.04 Filed Within 30 Days.

All grievances must be brought to the attention of management within thirty (30) calendar days after the Union and/or grieving employee first knew or reasonably should have known of the issue being raised. The Union may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 20.05 Step One.

Grievances at the first step shall be filed with the appropriate first supervisory level. Every grievance shall be reduced to writing, signed, and dated by the person submitting

the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved including a statement of the facts giving rise to the grievance, the applicable section(s) of the Agreement that have allegedly been violated, and the resolution desired. The supervisor shall countersign and date the grievance when it is submitted. Within ten (10) calendar days after receiving the grievance, the supervisor shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 20.06 Step Two.

If the matter is not satisfactorily resolved at Step One, the Union or the aggrieved employee may appeal the grievance to the Police Chief. Any appeal to Step Two must be submitted to the Police Chief or their designee within ten (10) calendar days after the supervisor issues their decision at Step One, or within fifteen (15) calendar days after the grievance was filed at Step One, if the supervisor fails to issue a timely decision. The written Step Two appeal to the Police Chief or their designee must contain a statement of the facts giving rise to the grievance, the applicable section(s) of this Agreement that have allegedly been violated, and the resolution desired.

Section 20.07 Step Three.

If the matter is not satisfactorily resolved at Step Two, the Union or the aggrieved employee may appeal the grievance to the City Administrator or their designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Police Chief or their designee issues their decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two if the Police Chief or their designee fails to issue a timely decision. The written Step Three appeal must contain a statement of the facts giving rise to the grievance, the applicable section(s) of this Agreement that have allegedly been violated, and the resolution desired.

Section 20.08 Step Three Hearing.

Upon request, either party at their discretion may hold a Step Three Hearing within ten (10) calendar days after receiving a Step Three appeal. The City Administrator or their designee shall issue a written decision either upholding or denying the grievance within ten (10) calendar days of the Step Three hearing. The written decision shall explain the reasons for any conclusion reached.

Section 20.09 May File at Step Two, When.

The Union filing a grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment shall have the right to file the initial grievance at Step Two.

Section 20.10 Union Representation.

Employees raising grievances shall have the right to be represented by the Union at all steps of the process. Legal counsel shall not directly participate in grievance meetings.

Section 20.11 Time Limits.

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days. Grievances not timely filed or appealed to the next step shall be null and void.

ARTICLE 21. ARBITRATION**Section 21.01 Appeal to Arbitration.**

If a matter subject to a grievance is not satisfactorily resolved at Step Three, the Union may appeal the grievance to advisory arbitration by delivering a Notice of Intent to Arbitrate to the Director of Human Resources within ten (10) calendar days after receiving the Step Three decision, or within fourteen (14) calendar days if the City Administrator or their designee fails to issue a Step Three decision.

Section 21.02 Selection of the Arbitrator.

Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the parties will jointly agree upon an arbitrator. In the event a joint agreement is not reached, the party seeking arbitration shall submit a request for a subregional panel to the Federal Mediation and Conciliation Service, containing a list of seven (7) potential arbitrators. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of their selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven (7) days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 21.03 Decision of the Arbitrator, Conditions.

The decision of the Arbitrator shall be subject to the following conditions:

- (a) The Arbitrator shall determine the procedural rules of arbitration and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.
- (b) The Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.
- (c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or to make any findings or determinations in conflict with the City's Charter. The Arbitrator shall have no power to establish or change any wage rates.
- (d) The Arbitrator's authority shall be limited to issuing an advisory opinion regarding the particular grievance pending before them.

Section 21.04 Decision of the Arbitrator.

The City Administrator shall review the Arbitrator's advisory decision and either adopt it in full or provide a final determination explaining the reasons for any deviation from the Arbitrator's recommendations.

Section 21.04 Costs Shared Equally.

The costs of the Arbitrator shall be shared equally by the City and the Union. Each party shall otherwise bear its own costs.

ARTICLE 22. GENERAL PROVISIONS

Section 22.01 Outside Employment.

Employees may hold other employment in accordance with City and Department policy, and so long as the other employment does not create a conflict of interest with the employee's employment by the City and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform their job.

Section 22.02 Personal Appearance

Bargaining Unit employees in non-public facing positions shall not be prohibited from having body piercings, nor shall the Department place limitations on hair color, or tattoos provided the tattoos are appropriate for public servants and approved in advance by the Chief of Police. It is mutually understood that all members are currently in non-public-facing positions.

Section 22.03 Attire

All communications personnel shall wear clothing that fits properly, is clean and free of stains and not damaged, excessively worn, or has holes.

All clothing must be appropriate to the workplace. No item of civilian attire may be worn on-duty that would adversely affect the operation of the workplace.

The City shall provide one Class A uniform to each bargaining unit member upon completion of new hire probation, which shall be replaced as needed.

ARTICLE 23. COMPENSATION

Section 23.01 Pay Range and Wage Increases.

Hourly rates for all non-probationary employees covered under this Agreement, effective at the start of the first pay period occurring after ratification and adoption of this Agreement, are set out in Appendix A.

Section 23.02 Starting Rate and Credit for Prior experience for Lateral Hires

Management shall have the option of starting applicants who have at least two (2) years' service with another department at any point on the pay scale. Later annual adjustments will apply, based on the employee's assigned starting pay.

ARTICLE 24. ITEMS NOT IN THE AGREEMENT

Section 24.01 Personnel Rules Modification.

In the event the City wishes to modify existing Personnel Rules, it shall notify the Union in advance. Upon request from the Union, the parties shall meet to discuss such proposed changes. If, the parties have not agreed on the proposed changes after such meeting and consultation, the City may implement such changes, subject to the Union's right to challenge the changes under the grievance procedure as outlined in this Memorandum of Understanding if it believes the new or modified rules violate any provision of this Agreement.

ARTICLE 25. SAFETY AND HEALTH

Section 25.01 Unsafe Working Conditions.

If a Bargaining Unit Member has justifiable reason to believe that their safety and health is in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the Bargaining Unit Member shall inform their immediate supervisor who shall have the responsibility to determine what actions should be taken.

Section 25.02 Mental Health

The parties jointly recognize that bargaining unit members are first responders and that their work can create mental and emotional stress. The City commits to make mental health benefits available to bargaining unit personnel experiencing work related mental health needs.

ARTICLE 26. SAVINGS CLAUSE

Section 26.01 Savings Clause.

The parties intend for this Agreement to be consistent with applicable State and Federal law and the City Charter, and it is not intended to supersede such laws. The parties agree that this Agreement shall be enforceable upon adoption, ratification, and signature by all necessary parties.

If any provision of the Agreement is subsequently declared, by a final binding order of a court of competent jurisdiction, to be in violation of a State or Federal law, or City Charter or subsequently enacted State or Federal legislation or the City Charter as amended by the voters of the City of Liberty, such provision will be invalid and unenforceable. All other provisions of this Agreement will remain in full force and effect. With regard to any stricken provision of this Agreement, the parties will promptly provide a written request to meet and attempt to negotiate a replacement provision.

ARTICLE 27. COMPLETE AGREEMENT

Section 27.01 Opportunity to Make Demands.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein and may not have been within the knowledge or contemplation of either or both of the parties at the time they

negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the process set out in Article 24.

Section 27.02 Entire Agreement.

This Agreement constitutes the entire Agreement between the parties hereto and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express, or implied, between or concerning the parties and for represented employees of the City. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

ARTICLE 28. TERM OF AGREEMENT

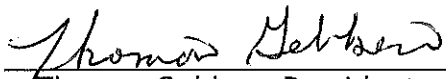
Section 28.01 Duration.

This Agreement shall become effective on the first day of the first full pay period after ratification by the bargaining unit and adoption by the City Council, and shall remain in effect through December 31, 2027. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one-year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions as set forth herein.

Communications Workers of America
Local 6360

City of Liberty, Missouri



Thomas Gebken, President

Curt Wenson, City Administrator

10/4/2024
Date

Date

APPENDIX A

Annual rates of pay for all bargaining unit personnel shall increase by 4% per year on January 1 of each calendar year, except that the January 1, 2025 pay increase for the employees listed below will be implemented on the first day of the first full pay period following ratification of this Agreement by the bargaining unit and adoption by the City Council.

Starting Pay Rates	
1/1/2025 Starting pay	\$55,000
1/1/2026 Starting pay	\$56,000
1/1/2027 Starting pay	\$57,000

Hire Date	Current Salary Grade	EE #	Incumbent Name	Current	01.01.2025	01.01.2026	01.01.2027
1/1/2005	10	1712	CHONDRA D BETHARDS	\$62,592	\$67,000	\$69,680	\$72,467
11/3/2020	10	3136	BROOKE D WOLFE	\$57,307	\$60,000	\$62,400	\$64,896
1/17/2020	10	3069	EMILY M CAMPBELL	\$57,307	\$60,000	\$62,400	\$64,896
1/22/2024	10	3469	SCOTT EASTER	\$57,307	\$60,000	\$62,400	\$64,896
6/24/2024	10	3528	SHELBY SPURLOCK	\$50,000	\$55,000	\$57,200	\$59,488
8/12/2024	10	3539	LARISSA HECKE	\$50,000	\$55,000	\$57,200	\$59,488
8/19/2024	10	3544	TARA SAMPSON	\$50,000	\$55,000	\$57,200	\$59,488
9/9/2024	10	3558	EMMA STROHM	\$50,000	\$55,000	\$57,200	\$59,488

APPENDIX B

DUES DEDUCTION CARD

_____ (Last Name)	_____ (First Name)	_____ (Mid. Initial.)
_____ (Department)	_____ (Title)	_____ (Location)

COMMUNICATIONS WORKERS OF AMERICA
AUTHORIZATION FOR PAYROLL DEDUCTION
OF UNION DUES PAYABLE TO
COMMUNICATIONS WORKERS OF AMERICA

I hereby authorize the City of Liberty, MO to deduct from my pay each month beginning in the month of _____, 20____, regular monthly Union dues and one initiation fee in the amount certified by the Treasurer of the Communications Workers of America.

I further direct the City to forward all sums deducted to the Treasurer of the Communications Workers of America.

This deduction may be canceled by the City upon my transfer to a position not included in the bargaining unit.

It is understood that the City assumes no responsibility in connection with this authorization except that of forwarding monies to the Treasurer of the Union.

Union dues are not deductible for income tax purposes as charitable contributions, although they may be deductible as business expenses in accordance with appropriate provisions of the Internal Revenue Code.

Dated: _____
Signature of Bargaining Unit member

Residence Address: _____

Contact Phone Number: _____

Personal Email Address: _____



CITY COUNCIL ACTION REPORT

Meeting Date: October 28, 2024

A/R No.: 2024-232

Department: Utilities

Submitted By: Matt Redenbaugh,
Operations Manager Wastewater

Subject: Ordinance Approving an Agreement with JCI Industries, Inc. for the repair of a Carrousel Gearbox in an amount not to exceed \$60,000.00

Summary:

Rebuild Carrousel Gearbox (Santasalo Model Number D3PVSF70MIX S/N: FI-107631) with JCI as the contractor.

Background:

Aeration is how the carrousel removes nutrients. The wastewater plant is permitted to remove nutrients as part of the National Pollutant Discharge Elimination System or NPDES, otherwise known as an operating permit. It is required for this system to operate as intended 24-7 to continually meet these goals and is achieved by:

Rebuilding the gearbox allows staff to temporarily take one of the Carrousel's aerators out of service, have the gearbox (which needs mechanical attention) removed, have the rebuilt gearbox installed, and then have the gearbox that requires attention rebuilt. This process can be completed in 4–8 hours.

The process of removing gearboxes out of service and installing rebuilt ones will be repeated until all gearboxes have been gone through. There are 4 aerators (two per carousel): one has been replaced with a new gearbox and motor, one in this council action will be rebuilt, and we will have two more gearboxes to evaluate for rebuild. Once completed, staff would have a rebuilt gearbox ready for service in the event of equipment failure. It is more affordable to rebuild than buying new gearboxes. Also, the turn around time is much quicker.

The Carrousel Gearbox in this Council Action was taken out of service around May 3, 2024, when the new gearbox and motor were installed. Upon removal, it was taken to JCI's shop and evaluated for rebuilding. This rebuild is needed to add resiliency.

This council action is only for the rebuild of Santasalo Gearbox D3PVSF70MIX S/N: FI-10763, and does not include the installation or other services. JCI was selected due to their past performance, knowledge of equipment and an existing cooperative contract that covers the service requested.

Previous Action (if applicable):

- Installation in 2016/2017 as part of the Wastewater Treatment Plant Construction.
- Purchased a new Carrousel Gearbox around 6/24/2023. Gearbox had a long

lead time and was delivered in 2024.

- New Gearbox and motor installed on or around 5/3/2024.
- Gearbox D3PVSF70MIX S/N: FI-107631 was removed from service on Carrousel 2 and sent to JCI shop for evaluation for rebuild.

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: 593.70017.901.000000	Amount:\$60,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Approving an Agreement with JCI Industries, Inc. for a Carrousel Gearbox Rebuild
2. SEQT-111377L_S
3. City Liberty JCI Industries Santasalo Gearbox clarification signed 2024-10-11 mm

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT WITH JCI INDUSTRIES, INC FOR THE REPAIR OF CARROUSEL GEARBOX IN AN AMOUNT NOT TO EXCEED \$60,000.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an ordinance approving an agreement by and between the City of Liberty, Clay County, Missouri and JCI Industries, Inc. for the repair of carrousel gearbox in an amount not to exceed sixty thousand dollars (\$60,000.00) a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement as described in Section 1 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

Tuesday, September 17, 2024

Liberty MO, City of
101 E. Kansas Street
Liberty, MO 64068

Phone: 816-439-4564
Attention: Matt Redenbaugh

Subject: Repair of Santasalo Gearbox

Quotation #: SEQT-111377L_S
Please refer to this number when ordering

Item	Description	Qty	Unit Price
1.00	Repair of Santasalo Gearbox Model D3PVSF70MIX, S/N: FI-107631 After inspection the follow work is being quoted: • Replace bearings, seals and lube kit (new pump, coupling filter, and pressure gauge). • Prep all parts for assembly. • Spot check critical dimensions for assembly. • Setup and machine shaft finish as needed. • Assemble gearbox. • Inspect and document. • Setup, test run, and monitor temps. • Record findings. • Paint. • Prep for shipping.	1	\$56,154.00

Liz Snedden
Liz Snedden
Application Engineer
JCI Industries, Inc.

Paul Ryals
Paul Ryals
Account Manager
JCI Industries, Inc.
816-500-2193

Terms & Conditions	
Lead Time 15 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Freight Included
Due to current market conditions, please confirm pricing at point of order	

OTC TERMS AND CONDITIONS OF SALE

OTC Industrial Technologies is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods or Parts by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods or Parts by Seller to Buyer. Acceptance of any order is subject to credit approval and acceptance of the order by Seller. If credit of the Buyer becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller. If Buyer already has an executed Agreement currently in effect with Seller, then the terms of that agreement, together with any terms and conditions of a subsequent purchase or work order issued hereunder, constitute the complete agreement; and (ii) if Buyer does not already have an executed Agreement with Seller, then these terms and conditions and any subsequent purchase or work orders issued hereunder constitute the complete agreement. No other terms or conditions including, without limitation, Buyer's standard printed terms and conditions, whether printed on Buyer's order acknowledgement, purchase order or otherwise, will have any application to any purchase between Buyer and Seller unless specifically accepted in writing by Seller. Acceptance is expressly limited to the terms of the Agreement and Seller objects to any different or additional terms contained in any response by Buyer, including without limitation any instrument requesting or confirming this offer by or on behalf of Buyer. The terms of the Agreement are the sole and exclusive terms and conditions on which the Seller agrees to be bound. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods or Parts shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods or Parts to Seller's price for the Goods or Parts at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods or Parts prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods or Parts or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods

or Parts shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods or Parts for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods or Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For shipments of Goods or Parts per Incoterms® 2020, per FCA will be the approved method for delivery unless otherwise approved by the parties. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods at the time of purchase is the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are incorporated by reference herein. Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Buyer acknowledges that the performance of any service by a Party other than Seller, which alters

the manufacturer provided Goods as indicated in the Statement of Work or Work Order may void the manufacturer's warranty. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of the Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. **THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.**

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods or Parts, either alone or in combination with other products/components. Goods sold hereunder are not intended for use in or in connection with (1) any safety application or the containment areas of a nuclear facility, or (2) in a healthcare application, where the Goods have the potential for direct patient contact or where a six (6) foot clearance from a patient cannot be maintained at all times. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE FOR THE NON-CONFORMING GOODS.**

6. LIMITATION OF REMEDY AND LIABILITY: SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. PATENTS AND COPYRIGHTS: Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods or Parts.

9. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the

foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods or Parts, or to obtain material used directly or indirectly in the manufacture of the Goods or Parts is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods or Parts and/or allocate its available supply of the Goods or Parts and/or such material (without obligation to acquire other supplies of any such Goods, Parts or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION**: Buyer may cancel orders only upon thirty (30) days advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES**: Buyer may request changes or additions to the Goods or Parts consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods or Parts without prior notice to Buyer.

12. **ASSIGNMENT**: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

13. **DOCUMENTATION**: Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

14. **INSPECTION/TESTING**: Buyer shall have ten (10) days from (i) the date of delivery of Goods or Parts and (ii) from the date of completion of each portion of the services to inspect the Goods or Parts and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods or Parts are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods or Parts. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

15. **RETURNED GOODS**: Advance written permission to return Goods or Parts must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods or Parts must be (i) current, unused, catalogued Goods or Parts still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods or Parts prior to authorizing return.

16. **BILLABLE SERVICES**: Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or

equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

17. **DRAWINGS**: Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefore. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

18. **BUYER SUPPLIED DATA**: To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods or Parts and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

19. **EXPORT/IMPORT**: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods or Parts and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods or Parts in violation of such applicable laws, regulations, orders or requirements.

20. **NON-SOLICITATION**: Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

21. **GENERAL PROVISIONS**: This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or

additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

22. ADDITIONAL SERVICE CONDITIONS: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of

Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

23. COMPLIANCE WITH LAW: Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of Goods will occur.

24. INDEMNITY: Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or that party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

The parties hereto agree any orders placed by Buyer for Seller to provide Goods, regardless of any terms and conditions on any quote, purchase order or other documents exchanged, the terms and conditions of this Agreement shall prevail.

**AGREEMENT FOR SERVICE FOR
REPAIR OF SANTASALO GEARBOX FOR 2024 Between
MAYOR, COUNCILMEN, AND CITIZENS OF THE CITY OF LIBERTY, CLAY COUNTY,
MISSOURI
JCI INDUSTRIES, INC.**

THIS AGREEMENT FOR SERVICE FOR REPAIR OF SANTASALO GEARBOX ("AGREEMENT") is made this 11th day of October, 2024, between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and JCI Industries, Inc., as CONTRACTOR.

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

WITNESSETH

CITY and CONTRACTOR hereby agree that CONTRACTOR shall repair Santasalo Gearbox D3PVSF70MIX Serial Number FI-107631. Contractor agrees to provide proof of workers' compensation coverage for any person doing the work, and shall provide proof the Contractor has a valid license that entitles Contractor to do business within the corporate limits of the CITY.

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

1. Scope/Contractor Obligations
 - 1.1. Purchase any part needed for repair of Santasalo Gearbox Serial D3PVSF70MIX Serial Number FI-107631 such as but not limited too
 - 1.1.1. Bearings, seals, and lube kit which features new pump, coupling filter and pressure gauge.
 - 1.2. Repairs Details.
 - 1.2.1. Prep all parts for installation.
 - 1.2.2. Spot check critical dimensions for assembly.
 - 1.2.3. Setup and machine shaft finish as needed.
 - 1.2.4. Assemble gearbox.
 - 1.2.5. Inspect and document.
 - 1.2.6. Setup, test, monitor temperatures, and record Findings
 - 1.2.7. Paint and prep for shipping.
2. INSURANCE
 - 2.1. The CONTRACTOR shall provide a certificate of insurance indicating general liability insurance coverage in an amount of at least \$2,000,000 per occurrence, shall name the CITY as additional insured for general liability insurance coverage and shall maintain evidence of insurance as follows:
 - 2.1.1. Worker's Compensation meeting at least the minimum requirements of the laws of the State of Missouri, and Employer's Liability with a minimum single limit of \$1,000,000.
 - 2.1.2. Commercial General Liability minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence.
 - 2.1.3. Automobile Liability Insurance minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence to include premises operations and subcontractors.
 - 2.1.4. Completed Operations and Contractual Liability are to be included under the Commercial General Liability coverage. The insurance policies, including excess liability/umbrella coverage, will have combined limits of no less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate. Environmental Impairment insurance in the amount of \$10,000,000.
3. PAYMENT
 - 3.1. The CONTRACTOR shall be paid in full amount after completion of repair.
4. Price
 - 4.1. The quote received states that the expected amount for all services shall be a total of \$56,154.00. Action written for \$60,000.00 to cover any potential unknown findings and/or cost.

5. Signed Clarifications/Supplement OTC/JCI Contract which is on the end of this document.
6. The following address is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to CITY.

JCI Industries, Inc
1161 SE Hamblen, Road
Lee Summit, MO 64081
Telephone: 816-525-3320

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

Approved this _____ day of _____, 2024.

CITY OF LIBERTY, MISSOURI

ATTEST:

BY _____
MAYOR

DEPUTY CITY CLERK

CONTRACTOR
JCI Industries, Inc

BY Matt Marthinson (Seal)
Matt Marthinson (Oct 11, 2024 14:36 EDT)
AUTHORIZED OFFICIAL

Name/Title Matt Marthinson, Chief Operating Officer

Attest Edward Gary Seigerst

Name/Title Edward Gary Seigerst, Contracts Manager



Clarifications/Supplement To
Agreement for Service for Repair of Santasalo Gearbox for 2024 between
Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri and
JCI Industries LLC

City: Mayor, Councilmen, and Citizens of the City of Liberty
Clay County, Missouri
Contractor: JCI Industries LLC

Agreement : Agreement for Service for Repair Sanatasalo
Gearbox for 2024
Proposal/Quote #: SEQT – 111377L_S

City and Contractor agree to modify City's Terms and Conditions related to the above-referenced Purchase Order/Agreement as follows:

1. **INDEMNITY/LIMITATION OF REMEDY AND LIABILITY/WARRANTY/INSURANCE:** Contractor agrees to indemnify, hold harmless and defend City against any third party claims for personal injury, death or tangible property damage resulting from Contractor's negligence, reduced to the extent of any other party's negligence, provided Contractor is provided reasonable notice regarding such claim and has the sole right to select and direct counsel and settle the claim. THIS INDEMNIFICATION OBLIGATION IS NOT SUBJECT TO THE LIMIT OF LIABILITY DESCRIBED BELOW.

NEITHER PARTY SHALL BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF THE PARTIES SET FORTH HEREIN ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL A PARTY'S LIABILITY TO THE OTHER PARTY EXCEED THE PRICE PAID BY CITY FOR THE SPECIFIC GOODS, SERVICES OR PARTS PROVIDED BY CONTRACTOR GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

Contractor warrants Goods sold for the warranty that is applicable to the Goods at the time of purchase and such warranty is the only warranty applicable to the sale of Contractor's Goods and its terms, conditions and limitations are incorporated by reference herein, are the sole and exclusive warranties given by Contractor with respect to the Goods. **THE WARRANTIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** If within the warranty period, City notifies Contractor of a non-conformity in writing, Contractor shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the Services or equipment found by Contractor to be defective.

Section 2 Insurance shall be modified as follows: Provisions regarding waiver of subrogation, additional insured status, or the primary nature of Contractor's insurance shall be limited to the extent of Contractor's negligent acts or omissions. Under no circumstance shall City have access to view or copy Contractor's insurance policy. Any reference to "at least" or "minimum" shall be deleted. Any reference to Environmental Impairment is deleted.

2. **PAYMENT TERMS, PRICE WARRANTIES AND RENEWAL.** Payment shall be Net Thirty (30) Days from the date of Contractor's invoice.

To the extent of any inconsistencies between the terms and conditions of this Clarification/Supplement to: form and the terms and conditions of any other Agreement, Purchase Order, Statement of Work or invoice between City and Contractor, the terms and conditions of this Clarification/Supplement to: form shall control and prevail.

CITY: Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri

Signature: _____ Date: _____ Name/Title: _____

CONTRACTOR: JCI Industries LLC

Signature: Matt Marthinson Date: 10/11/2024 Name/Title: Matt Marthinson, Chief Operating Officer
Signature: Matt Marthinson (Oct 11, 2024 14:36 EDT) Date: _____ Name/Title: _____

City Liberty JCI Industries Santasalo Gearbox clarification final 2024-10-11 egs

Final Audit Report

2024-10-11

Created:	2024-10-11
By:	Edward Seigerst (gary.seigerst@otcindustrial.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArCvuqBLf-eznfPJbpDIJurdkdBlyDgZW

"City Liberty JCI Industries Santasalo Gearbox clarification final 2024-10-11 egs" History

-  Document created by Edward Seigerst (gary.seigerst@otcindustrial.com)
2024-10-11 - 4:48:58 PM GMT
-  Document emailed to Matt Marthinson (matt.marthinson@otcindustrial.com) for signature
2024-10-11 - 4:49:03 PM GMT
-  Email viewed by Matt Marthinson (matt.marthinson@otcindustrial.com)
2024-10-11 - 5:36:25 PM GMT
-  Document e-signed by Matt Marthinson (matt.marthinson@otcindustrial.com)
Signature Date: 2024-10-11 - 6:36:11 PM GMT - Time Source: server
-  Agreement completed.
2024-10-11 - 6:36:11 PM GMT



CITY COUNCIL ACTION REPORT

Meeting Date: October 28, 2024

A/R No.: 2024-223

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance Approving an Agreement with Transystems Corporation for Phase's I & II of the City of Liberty Project 24-007, 104th Street Improvement Project with Authorization to Fund Phase I in an amount not to exceed \$341,128.00

Summary:

- Ordinance approving a contract with TranSystems Corporation for Liberty 104th St. Improvement Project
 - The project, for funding and scoping reasons, has been broken into two distinct phases.
 - This Action item awards the project in its entirety to TranSystems. However, it only seeks authorization to fund the first phase of the project.

Background:

104th Street, between the western city limits and N. Church Road., is a crucial route that connects Liberty, KCMO, MO Route 291 and a diverse body of over 2,000 students to North Liberty High School. The half mile segment, within city limits, is an unimproved two-lane route with no shoulders, no curb and gutter, no Storm Water Best Management Practices, no consideration for native versus invasive vegetation and no safe pedestrian or ADA routes of travel.

In April 2024, City Staff developed a Scope of Work for the complete redesign of 104th St. from the Western City Limits to N. Church Rd. The project will result in a wider, safer cross-section, which will include ADA-compliant pedestrian paths of travel, Storm Water Best Management Practices, consideration of native versus invasive vegetation and reconfiguring the intersection of 104th and N. Church from a signalized intersection to a circular (roundabout) intersection.

The City Staff issued a Request for Qualifications for the project. The City received five qualification submissions from the following firms:

- George Butler Associates, Inc. (GBA)
- Great River Engineering, Inc. (GRE)
- Taliaferro & Browne, Inc.
- TranSystems Corporation
- Veenstra & Kimm, Inc. (V&K)

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

Phase I:

- Project Administration
- Survey
- Conceptual Plans
- Preliminary Plans
- Preliminary Waterline Design
- Preliminary Lighting Design
- Environmental Tasks
- Initial Coordination with Stakeholders
- Preliminary Landscape Architecture

Phase II:

- Right of Way Plans
- Final Plans
- Plans Specs and Estimates (PS&E)
- Post Letting
- Final Waterline Design
- Final Lighting Design
- Public Outreach Activities
- Additional Coordination with Stakeholders
- Final Landscape Architecture

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

It should be noted that while this contract awards Phase I and Phase II of the Project to TranSystems, it only obligates funding and authorizes work for Phase I of the Project. Phase II of the Project will require separate authorization from the City Council to obligate funding and authorize work. Phase I is not to exceed \$341,128.00.

City staff recommend the following actions:

- Approving an ordinance that would authorize a contract with TranSystems Corporation for the selection of the full project scope of work (Phase I and II) with authorization to fund Phase I of City Project 24-007, 104th St. Improvement Project, for an amount not to exceed \$341,128.00.

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:

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

Financial Considerations:

X Budgeted:	Line Item: 352-57033-605-00000	Amount: \$316,402.00
	Line Item: 351-70023-600-00000	Amount: \$24,726.00
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Approve Contract with TranSystems for 104th St Project
2. Contract 104th St. Improvement_24-007_V2 (Signed by TranSystems)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT WITH TRANSYSTEMS CORPORATION FOR PHASE'S I & II OF CITY OF LIBERTY PROJECT 24-007, 104TH ST. IMPROVEMENT PROJECT, WITH AUTHORIZATION TO FUND PHASE I IN AN AMOUNT NOT TO EXCEED \$341,128.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an Agreement for Phase's I & II of the City of Liberty Project 24-007, 104th Street Improvement Project, by and between the City of Liberty and TranSystems Corporation with authorization to fund Phase I. Phase I is hereby authorized in an amount not to exceed THREE HUNDRED FOURTY ONE THOUSAND ONE HUNDRED TWENTY-EIGHT AND 00/100 DOLLARS (\$341,128.00). Funding and authorization for Phase II shall be accepted under a separate future Ordinance. A copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the 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

SPONSOR: City of Liberty, Missouri
LOCATION: Liberty, Clay County, Missouri
PROJECT: 104th St. Improvement Project (24-007)

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

INASMUCH as the Owner has applied for funding through various Grant Programs which, if awarded, would be coordinated through the Missouri Department of Transportation, the Owner intends to *rebuild 104th St., from the Western City limit to N. Church Rd. and modify the signalized intersection at N. Church Rd. and 104th St. into a roundabout* and requires professional engineering services. The Engineer will provide the Owner with professional services hereinafter detailed for the planning and design of the desired improvements and the Owner will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A – SCOPE OF SERVICES

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: There has been no DBE goal established for this Agreement.
- B. DBE Participation Obtained by Engineer: While there is no DBE goal for this Agreement the Engineer has obtained DBE participation in the amount of 15% 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
VSM Engineering 1828 Swift Avenue Suite 206 North Kansas City, MO 64116	Waterline Design and Utility Coordination	\$34,712.00	\$341,128	10.2%
Landworks Studio 102 S. Cherry St. Olathe, KS 66061	Landscape Architecture	\$16,420	\$341,128	4.8%

ARTICLE III-ADDITIONAL SERVICES

The Owner reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

All supplements shall be subject to the submittal for approval of MoDOT prior to performing.

ARTICLE IV - RESPONSIBILITIES OF OWNER

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

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

ARTICLE V - PERIOD OF SERVICE

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

- A. Phase I – Conceptual Plans, Site Visit and Preliminary Plans (50%) shall be completed within the time frame specified within the Scope of Work.
- B. Phase II – Right-of-Way Plans, Final Plans, Estimate and PS&E approval shall be completed within the time frame specified within the Scope of Work.
- C. Construction Phase shall be completed 60 days after construction final completion schedule. The Owner will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in

writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

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

ARTICLE VII - COMPENSATION

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

- A. The Project has been broken into (2) distinct Phases. The funding for each phase are to be obligated through internal City Council Actions as defined below:
 - i. For Phase I design services, the Owner will pay the Engineer the actual costs incurred plus a predetermined fixed fee of 13.5%, with a ceiling established for said design services in the amount of \$341,128.00, which amount shall not be exceeded.
 - ii. For Phase II design services, including work through the construction contract award stage, the Owner will pay the Engineer the actual costs incurred plus a predetermined fixed fee of 13.5% with a ceiling established for said design services in an amount to be negotiated and accepted through a separate, future, City Council Action, which amount shall not be exceeded.
- B. NA
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at 133.22% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at 133.22% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Owner. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Owner will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Owner's receipt of the Engineer's invoice. The Owner will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission,

percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

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

Sub-Consultant Name	Mailing Address	Services
Schlagel Associates	14920 W. 107th Street, Lenexa, KS 66215	Land Surveying and preparation of legal descriptions and exhibits
VSM Engineering	1828 Swift Avenue Suite 206 North Kansas City, MO 64116	Waterline Design and Utility Coordination
Landworks Studio	102 S. Cherry St. Olathe, KS 66061	Landscape Architecture
Donoho Appraisals	P.O. Box 24365 Shawnee Mission, KS 66283	Property Appraisals, negotiations and acquisition
Prairie Archaeology & Research	P.O. Box 5603 Springfield, Illinois 62705	Phase I Cultural Resource Survey and Report

ARTICLE X - PROFESSIONAL ENDORSEMENT

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

ARTICLE XI - RETENTION OF RECORDS

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

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Owner upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Owner upon

request. All such information produced under this contract shall be available for use by the Owner without restriction or limitation on its use. If the Owner incorporates any portion of the work into a project other than that for which it was performed, the Owner shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Owner may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Owner, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Owner.
- B. Should the Agreement be suspended or terminated for the convenience of the Owner, the Owner will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Owner for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Owner 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Owner. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Owner that funds are no longer available to continue performance.
 - 2. The Owner's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Owner.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

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

ARTICLE XV - SUCCESSORS AND ASSIGNS

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

ARTICLE XVI - COMPLIANCE WITH LAWS

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

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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 City of Liberty, Missouri this ____ day of _____, 2024.

BY: _____
Mayor Greg Canuteson

FOR: TranSystems Corporation, INC.
BY: Frank Wauters, Principal
Title

ATTEST: Jon Batchelor

ATTACHMENT A
Scope of Services

EXHIBIT "A"
Scope of Services
104th Street Improvement Project (24-007)
Liberty, MO

Project Understanding

The project will improve the existing 104th Street Corridor from the western City limits to the intersection of 104th Street and North Church Road. The existing signalized intersection of 104th Street and North Church Road will be converted from a signalized intersection to a single-lane roundabout with future multi-lane expandability. The work will include surveying, grading, utility coordination, storm sewer, water main, concrete flatwork, asphalt pavement, traffic signal removal, roundabout design, traffic control, pavement marking, and ADA design services. The project survey area shown in the red outline in **Figure 1** is currently funded by the City of Liberty but is anticipated to have future federal and/or state funds and will follow the MoDOT LPA manual and standards. The project will be split into two separate phases. The scope below includes Phase 1 services and the list of services for Phase 2 is shown based on what is anticipated to complete the project. No fee is being provided at this time for Phase 2 services.



Figure 1: Project Location with survey limits shown in red outline

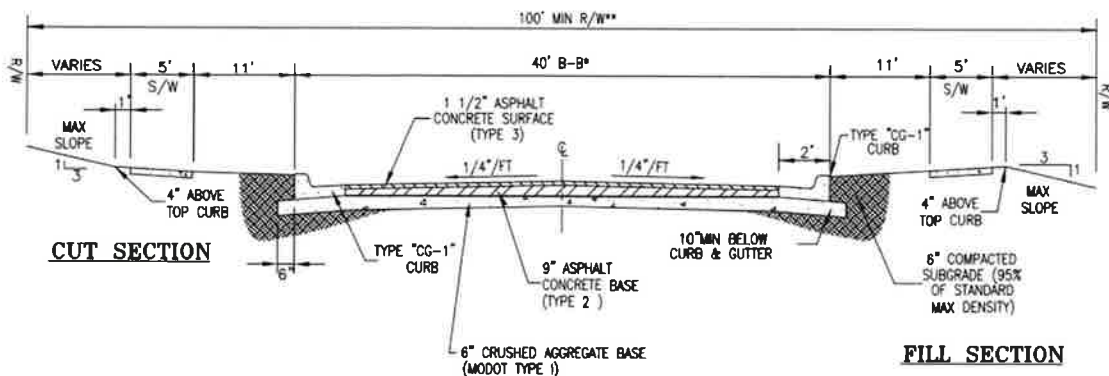


Figure 2: Anticipated 104th Street proposed typical section, City Standard Detail D14-3

Subconsultants

Survey and Utility Coordination	Schlagel Associates
Water Main Design and Utility Coordination.....	VSM Engineering (WBE)
Landscape Architecture	Landworks Studio
Appraisals and Acquisitions	Donoho Appraisals (Phase 2)
Phase 1 Cultural Resource Survey	Prairie Archaeology & Research

Scope of Work

TranSystems shall perform the following described services. This scope of services is based on scoping discussions between TranSystems and the City of Liberty, and our familiarity with the corridor. The limits of improvements for this project are shown in **Figure 1** and include:

1. 104th Street
 - a. The limit of improvements will begin at the western City limits and end approximately 600' east of North Church Road intersection.
 - b. Widen the existing two-lane section to follow the desired three-lane typical section shown in **Figure 2** along with the accompanying storm sewer design and utility coordination.
 - c. A roundabout will be designed at the intersection of North Church Road and 104th Street and is anticipated to include the following additional work on North Church Road:
 - i. Roundabout approach/exit improvements approximately 800' south
 - ii. Roundabout approach/exit improvements approximately 500' north
 - iii. Removal of the existing traffic signal
 - d. A water main, anticipated to be 12" in diameter, will be designed along the 104th Street Corridor based on anticipated and projected future needs of the City as provided by the City of Liberty Utilities department.
2. Pedestrian Features
 - a. A 10' shared use path will be placed on the north side of 104th Street
 - b. A 5' sidewalk will be placed on the south side of 104th Street
 - c. A 10' shared use path will be placed around the roundabout
3. Lighting
 - a. Lighting design will be included along the 104th Street Corridor from the western city limits to the roundabout
 - b. Lighting design will be included at the roundabout
4. Landscaping
 - a. Landscaping design will be included for the 104th Street Corridor and the roundabout.
 - b. Irrigation design will be provided by performance specification.
 - c. Where needed, stamped and stained concrete will be used vs. brick.

Final Deliverables

The City of Liberty will be provided one (1) full size (22" x 34") electronic PDF set of Preliminary Plans, and the Engineer's Probable Construction Cost.

Project Tasks

The basic Scope of Services for this Project can be broken down into nine (9) major Task Series:

- Phase 1
 - Task 100 – Project Administration
 - Task 200 – Survey
 - Task 300 – Conceptual Plans (10%)
 - Task 400 – Preliminary Plans (50%)
 - Task 900 – Preliminary Waterline Design
 - Task 1000 – Preliminary Lighting Design

- Task 1100 – Others
 - Environmental Tasks
 - Initial Coordination with Stakeholders
 - Preliminary Landscape Architecture
- Phase 2
 - Task 500 – Right-of-Way Plans (60%)
 - Task 600 – Final Plans (100%)
 - Task 700 – PS&E
 - Task 800 – Post Letting
 - Task 900 – Final Waterline Design
 - Task 1000 – Final Lighting Design
 - Task 1100 – Others
 - Public Outreach Activities
 - Additional Coordination with Stakeholders
 - Final Landscape Architecture

Task 100 - Project Administration

101. The TranSystems team will attend bi-monthly coordination meetings with the City during the design process. These meetings are anticipated to be one-hour virtual meetings.
102. Project management will include preparation of monthly invoices, creation, and maintenance of a project schedule in Microsoft Project format and general coordination efforts between TranSystems, the City of Liberty, MoDOT and other interested parties.

Task 200 – Survey

201. Control- Establish and supplement Horizontal and Vertical Control throughout the project limits on Missouri State Plane Coordinate System, NAD83 (latest adjustment) reduced to ground, West Zone. All control shall be scaled to ground distance based on a C.A.F. (Combined Adjustment Factor) established at or near the center of the project and shall be completed in U.S. survey feet. Reference tie and control sketches on all control points along project. Final data will have a C.A.F. (Combined Adjustment Factor) applied to bring the ground distance measurements in U.S. survey feet. Estimation of six (6) Control Points will be established for future project use. Establish and supplement Vertical Control throughout the project limits on NAVD 88 Datum with GEOID12B. Set a minimum of four (4) benchmarks along project limits with tied references to their locations
202. Topographical Survey- Provide field survey necessary for preparation of roadway and waterline plans. Project survey limits shall match the survey area (red outline) shown in **Figure 1**.
203. Survey limits are described below:
 - 104th Street: Approximately 150' wide (75' on each side of the centerline) Survey Area starting 200' west of the City of Liberty boundary and going 900' east of the Church Road intersection.
 - Church Road South of 104th Street: Approximately 250' wide (100' west and 150' east of the centerline) Survey Area starting 1,000' south of the 104th Street intersection.
 - Church Road North of 104th Street: Approximately 200' wide (100' on each side of the centerline) Survey Area starting at the 104th Street intersection and going 800' north.
 - 104th Street and Church Road Intersection: Additional Survey Area is needed at the intersection to accommodate the roundabout design. Approximately 500' wide (200' west of Church Road and 300' east of Church Road) and approximately 400' tall (200' on each side of 104th Street). Some of this area has already been included in the Survey Area mentioned in previous bullet points.
 - Survey limits will also include inverts for storm and sanitary structures to one structure beyond the topography limits. Survey will include locating, but not limited to the following features within the project limits as described (existing utility information, location of existing buildings, driveways, sidewalks, walls, wall drainage holes, ditch bottoms, ditch flowlines, ditch tie-ins to existing ground,

drainage structures with measured rim down for flow line elevations and size, natural ground elevations, landscaping, curbing, power poles, railroad features, fence lines, pavement material, location of changes in pavement material, pavement striping, street signs, visible irrigation systems, location and size of trees larger than 8 inches or drip lines shown for groups of 10 or more trees located within the project area, etc.)

204. Utilities- All utilities will be located using the Missouri "One Call" system. One-call tickets will be provided for documentation of who was contacted and responded (or not). The resulting markings will be surveyed at the same time as the topographic survey. No physical locates of any underground utilities will be completed as a part of the survey. **Utilities shown in CAD file deliverable will include utility company.** Collect the "rim down" flow line of any surveyed gravity storm or sanitary sewer lines that are within the survey limits. Manholes may be located outside survey limits.
205. Existing storm sewers and channels- Existing storm sewers, storm inlets, channels and reinforced box culverts will be located, and flow lines surveyed (both ends whether located within general survey limits or not). Structure sizes need to be field verified measurements and include hand sketches for RCB's or bridges and not based on GIS data. Existing survey data may be used where available.
206. Base Map Development- The raw field survey, topographic features and utility data gathered will be used to develop the base map of the planimetric features along with the ground surface model to create contours for the project. The base map will be a plan view representation of the project with contours presented at 1-foot minor and 5-foot major intervals. The maps will be prepared in English units and at a scale of 1:20. The survey data will be processed in 3D CAD "smart" format for points and their attributes, and the dtm/contour models. This data will be provided to TranSystems in XML, DWG/DGN, and TIN formats. The standard MoDOT drawing symbols, line styles and levels will be used to mark the physical features they represent.
207. Point File - A separate file of all surveyed points and attributes will be created and supplied in both a CAD and text or excel file.
208. Property Research- Surveyor will obtain necessary property research items such as, but not limited to, parcel tax maps, printouts of ownership, utility maps, plats, road records and road plans. Surveyor will make a reasonable effort (using a metal detector, existing property pin or section corner information) to find existing property corners, quarter section corners and section corners along the project and outside of project if necessary to assist in establishing existing right of way and ownership base map. Field survey will be tied to nearest section corners and quarter section corners. Prepare an ownership boundary and existing right of way strip map along the project alignment showing but not limited to section lines, property lines, existing easements, and owner information.



Figure 3: Adjacent Properties (9) where OE&E's will be acquired

209. Phase 2 Task: Obtain title work for **nine (9) properties** as shown on **Figure 3** or as directed by TranSystems and provide copies of same. Obtain copies of all easements, encumbrances, and existing survey data along the project.

Task 300 – Conceptual Plans (10%)

301. TranSystems will develop the design geometry for the project using the base mapping obtained from Task 200. The TIN model created in the Surveys task will also be used during this task to develop the vertical alignment. The plans will follow City of Liberty and MoDOT standards and specifications. The engineering and plans will conform to MoDOT's LPA manual.
302. Plan Preparation - TranSystems will compile the 10% plans. These plans are anticipated to include the following items:
- Typical Sections (2)
 - Roadway Plan (12)
 - **Total Sheets = 14±**
303. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings.
304. Deliverables- TranSystems will submit one (1) set of full-size plans (22"x34") in electronic PDF format to the City. A copy of the Engineer's Probable Construction Cost will also be included.
305. Conceptual Plan Review Meeting - TranSystems' team will meet with the City and/or MoDOT to review the submitted documents, discuss any issues, and review comments. Comments will be incorporated into the plans and submitted with future submittals.
306. Utility Coordination – VSM Engineering will be leading the utility coordination for the project. During the conceptual plan preparation, Utility Notice No. 1 will be sent to utilities identified by One-call. VSM will coordinate with Schlager to see if any other utilities are identified in the field. Atlas data will also be collected and provided to surveyor for field verification.

Task 400 – Preliminary Plans (50%)

401. TranSystems will update the design based on comments received from the Conceptual Plan Review Meeting and will further develop the design. The plans will follow City of Liberty and MoDOT standards and specifications. The engineering and plans will conform to MoDOT's LPA manual.
402. Plan Preparation - TranSystems will compile the 50% plans. These plans are anticipated to include the following items:
- Title Sheet (1)
 - Summary of Quantities (1)
 - Typical Sections (2)
 - Roadway Plan (12)
 - Reference Points (1)
 - Coordinate Points (1)
 - Right of Way and Easements (12)
 - Intersection Details (8)
 - Entrance Details (1)
 - Retaining Wall Plan and Profiles – (2)

- Construction Sequencing (General overview and brief narrative) (1)
- Street Lighting (Pole Layout, Power Source Location, and Photometrics Only) (12)
- Signing and Pavement Markings Plan (12)
- Stormwater Drainage Improvements (12)
- Waterline Plan Sheets (12)
- Cross Sections (25-ft intervals) (72)
- **Total Sheets =162±**

403. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings.
404. Deliverables- TranSystems will submit one (1) set of full-size plans (22"x34") in electronic PDF format to the City. A copy of the Engineer's Probable Construction Cost will also be included.
405. Preliminary Plan Review Meeting - TranSystems' team will meet with the City and/or MoDOT to review the submitted documents, discuss any issues, and review comments. Comments will be incorporated into the plans and submitted with future submittals.

Task 900 – Preliminary Waterline Design

901. Plans and Estimates – VSM Engineering will develop the waterline design using the base mapping obtained in the previously surveyed 104th Street project as agreed to with the City of Liberty. The TIN model created in the Surveys task of the roadway project will also be used during this phase to develop the vertical alignment. This data, supplemented by City GIS and existing As-Built Plans, will be used by VSM Engineering to develop the waterline plans along 104th Street from the western city limits to the roundabout including waterline relocation design at the roundabout, approximately 2640'. The new water line and relocated water line are anticipated to be 12" in diameter.
902. Pothole of existing waterlines and utilities is not included in this scope.

Task 1000 – Preliminary Lighting Design

1001. Street Lighting - TranSystems will design lighting along 104th Street starting at the western city limits, and including, the roundabout to meet the minimum design requirements of the City of Liberty. Any lighting beyond the City of Liberty minimum requirements shall be solely for pedestrian lighting purposes. All lighting designs shall be required to be reviewed and approved by Evergy. Photometric analysis will be performed to determine the design luminaire and pole spacing. All lighting equipment will be per City of Liberty standards and specifications. City of Liberty standard details will be included in the plans. No other technical specifications or details are included in this scope of services.
1002. The lighting system will be designed to operate at 240 Volts. Voltage drop calculations will be prepared to size the wires per the National Electric Code (NEC) requirements. Power service will be coordinated with the local utility company.
1003. Preliminary lighting plans will consist of pole and controller layout.

Task 1100 – Others

1101. Environmental Tasks - An investigation will be conducted to determine the environmental resources in the 104th Street corridor Survey Area as shown in **Figure 1**.
- The environmental concerns will be documented and a categorical exclusion, (CE) document prepared by TranSystems and processed through the MoDOT Request for Environmental Review (RER) system. This will be submitted to Liberty and MoDOT for approval. Once approved we will submit to the review agencies for approval. A programmatic CE is the assumed level of document needed. Anything beyond the scope of a CE document will require a supplemental.

- Review of the planning documents to develop descriptions of previously considered alignments as well as that of the preferred alignment will be completed. Likely further coordination necessary for specific resource impacts based on the information review will be determined. The initial review will include, but is not limited to, the National Wetland Inventory (NWI) for wetland and stream information, Federal Emergency Management Agency (FEMA) floodplain maps for the location of regulated floodplains, and the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) system and the Missouri Department of Conservation (MDC) Heritage Review for threatened and endangered species.
 - Field assessments will be completed to verify any potential environmental resources that may be impacted or avoided, to be documented in the RER system. Likely areas of concern are expected to be water resources, threatened and endangered species, and below ground cultural resources. Environmental staff will obtain clearances related to any potential environmental concerns in the project corridor. Once the RER process is complete, TranSystems will acquire any needed Section 404/401 permits/clearances.
 - TranSystems has brought on a subconsultant, Prairie Archaeology & Research, to conduct a Phase I Cultural Resource Survey of the Area of Potential Effect (APE) for the project. This investigation is divided into the following subtasks: Pre-Field Investigations, Coordination, and Literature Review; Archaeological Fieldwork and Laboratory Methods; and the Final Report.
 - Due to proximity to the Roosterville Airport, TranSystems anticipates submitting FAA notice of proposed construction using Form FAA 7460-1. This will be documented through the RER process.
1103. Initial Coordination with Stakeholders - Throughout various stages in plan development, stakeholder meetings will be conducted with the property owners along the project. Up to 5 stakeholder meetings are included in this scope of services. Some may take place between the Concept Study and the first Public Meeting. Meetings are anticipated to be near the project site, or at City Hall.
1104. Preliminary Landscape Architecture – Landworks Studio will be doing the landscaping design for the project. They will provide their vision for the corridor and for the roundabout in the conceptual plans task. This plan will be refined based on comments received from the City and updated in the preliminary plans task. Additional updates are anticipated once the design is finalized in the final plans stage. Irrigation design will be provided by performance specification. Landworks studio will provide construction administration services including submittal review, attendance at the pre-construction meeting and two additional site construction meetings, as well as produce as-built plans.

Phase 2 Tasks

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

Task 500 – Right-of-Way Plans (60%)

501. TranSystems will update the design based on comments received from the Preliminary Plan Review Meeting and will add Right-of-Way information to the plans. The plans will follow City of Liberty and MoDOT standards and specifications. The engineering and plans will conform to MoDOT's LPA manual.
502. Plan Preparation - TranSystems will compile the 60% plans. These plans are anticipated to include the following items:
- Title Sheet (1)
 - Summary of Quantities (1)
 - Typical Sections (2)
 - Roadway Plan (12)

- Reference Points (1)
- Coordinate Points (1)
- Right of Way and Easements (12)
- Intersection Details (8)
- Entrance Details (1)
- Retaining Wall Plan and Profiles – (2)
- Construction Sequencing (General overview and brief narrative) (1)
- Street Lighting (Pole Layout, Power Source Location, and Photometrics Only) (12)
- Signing and Pavement Markings Plan (12)
- Stormwater Drainage Improvements (12)
- Waterline Plan Sheets (12)
- Cross Sections (25-ft intervals) (72)
 - **Total Sheets =162±**

503. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings.
504. Deliverables- TranSystems will submit one (1) set of full-size plans (22"x34") in electronic PDF format to the City. A copy of the Engineer's Probable Construction Cost will also be included.
505. Right-of-Way Plan Review Meeting - TranSystems' team will meet with the City and/or MoDOT to review the submitted documents, discuss any issues, and review comments. Comments will be incorporated into the plans and submitted with future submittals.
506. Utility Coordination – VSM Engineering will continue to coordinate utilities during the Right-of-Way Plans Task by sending out Utility Notice No. 2. The purpose of this notice is to confirm that the base file shows the utilities correctly. Drawings will be provided to utility companies in PDF format and CAD format upon request with a signed CAD release waiver.
507. Property Descriptions - Surveyor will write permanent and temporary legal descriptions for the following estimated parcels of land. This work will be completed following the design of the project by TranSystems:
 - Write Legal Descriptions for permanent right-of-way for an estimated 5 parcels of land.
 - Write Legal Descriptions for temporary construction easements for an estimated 9 parcels of land.
 - Legal descriptions shall meet MoDOT Standards and shall be sealed by a licensed surveyor in the State of Missouri. A word document and stamped pdf for each description will also be provided to the City.
508. Tract Maps - Surveyor will create exhibits showing the easement and/or right-of-way acquisition for each parcel of land impacted. This work will be completed following the design of the project by TranSystems:
 - Create Tract Maps for Acquisitions for an estimated 9 parcels of land.
509. The existing and proposed permanent right of way will be staked one time for property acquisitions and utility relocations at a time directed by the City.
510. The City will provide rights-of-entry for survey work on private property.
511. Right-of-Way Acquisition - Donoho Appraisals will begin getting appraisals for the impacted properties (9) once Right-of-Way plans have been approved. TranSystems will compile the appraisal valuation, legal

descriptions, tract maps and easements in a Right-of-Way packet. These packets will be used when Donoho Appraisals begins negotiating and acquiring the easements or Right-of-Way.

- No appraisal reviews have been included in this scope of services. The MoDOT EPG currently requires independent appraisal reviews for appraisals greater than \$25,000.
- The appraisals included will not take into consideration if the remainders of any properties are damaged. A supplement may be needed to complete a narrative appraisal if the remainder of the property is considered damaged as a result of this project. This is not anticipated for this project.
- No relocation fees have been included.
- The scope included in this proposal includes furnishing appraisals and providing acquisition services only. Any meetings pertaining to acquisitions that have not been settled during normal negotiations, and are carried forward through the eminent domain process by the City will require a supplemental. Any meetings/appearances by Donoho Appraisals for public meeting preparation, hearing preparation, deposition preparation, public meetings, hearings, depositions, pre-trial or trial testimony will require a supplemental.
- The appraiser and/or acquisition agent will not seek right-of-way or easement donations as part of the project. The City will be responsible for acquiring donations if they would like to proceed with that option.

Task 600 – Final Plans (100%)

601. TranSystems will update the design based on comments received from the Right-of-Way Plan Review Meeting and will add all final details for needed for construction. The plans will follow City of Liberty and MoDOT standards and specifications. The engineering and plans will conform to MoDOT's LPA manual.

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

- Title Sheet (1)
- Summary of Quantities (1)
- Typical Sections (2)
- Roadway Plan (12)
- Reference Points (1)
- Coordinate Points (1)
- Right of Way and Easements (12)
- Intersection Details (8)
- Sidewalk Details (4)
- Entrance Details (1)
- Retaining Wall Plan and Profiles – (2)
- Landscaping Plans (12)
- Construction Sequencing (General overview and brief narrative) (1)
- Street Lighting Sheets (12)
- Traffic Control Sheets (12)
- Erosion Control Sheets (12)
- Signing and Pavement Markings Plan (12)
- Stormwater Drainage Improvements (12)
- Waterline Plan Sheets (12)
- Cross Sections (25-ft intervals) (72)
 - **Total Sheets =202±**

- 603. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings.
- 604. Deliverables- TranSystems will submit one (1) set of full-size plans (22"x34") in electronic PDF format to the City. A copy of the Engineer's Probable Construction Cost will also be included.
- 605. Final Plan Review Meeting - TranSystems' team will meet with the City and/or MoDOT to review the submitted documents, discuss any issues, and review comments. Comments will be incorporated into the plans and submitted with future submittals.
- 606. Utility Coordination – VSM Engineering will continue to coordinate utilities during the Final Plans Task by sending out Utility Notice No. 3. At this stage, the affected utility companies should have a relocation plan, and one virtual utility coordination meeting will take place with all utilities in the corridor. Utility relocation plans will be shared with the other utility companies upon request. A project summary sheet with a list of all utilities and relocation status and schedule will be created. Updated drawings will be provided to utility companies in PDF format and CAD format upon request with a signed CAD release waiver.

Task 700 – PS&E

- 701. The PS&E deliverable will include 100% signed and sealed plans, specifications and estimate. This submittal will address any remaining comments from the Final Plan Review Meeting. The engineering and plans will follow City of Liberty and MoDOT standards and specifications. The engineering and plans will conform to MoDOT's LPA manual. The format for both PS&E deliverables will be digital (.pdf) at 22" X 34" paper size.
- 702. Utility Coordination – VSM Engineering will continue to coordinate utilities prior to bid to ensure relocation construction is complete. A project summary sheet with a list of all utilities and relocation status and schedule will be updated. Updated drawings will be provided to utility companies in PDF format and CAD format upon request with a signed CAD release waiver. A utility contact invite list will be prepared for the pre-construction meeting.

Task 800 – Post Letting

- 801. Support through Obligation - TranSystems' team will answer service questions and provide support to move the PS&E through the submittal process to final obligation and approval to bid. It is anticipated that this work will not exceed 24 hours. If additional review time is needed, a supplement may be needed.
- 802. Construction Services - TranSystems' team will provide assistance after the bid process. We will attend a pre-construction meeting, address questions from the Contractor, and if needed prepare addendums to the plans and specifications. It is anticipated that the City will advertise and bid the project.
- 803. Construction Engineering Review - TranSystems' team will review and provide guidance on all change orders over five-thousand dollars (\$5,000) in total contract value change. The team will also review any structural shop drawings for the project to ensure compliance with City and/or MoDOT standards. It is anticipated that this work will not exceed 40 hours. If additional review time is needed, a supplement may be needed.

Task 900 – Final Waterline Design

- 901. Plans and Estimates – VSM Engineering will develop the waterline design using the base mapping obtained in the previously surveyed 104th Street project as agreed to with the City of Liberty. The TIN model created in the Surveys task of the roadway project will also be used during this phase to develop the vertical alignment. This data, supplemented by City GIS and existing As-Built Plans, will be used by VSM Engineering to develop the waterline plans along 104th Street from the western city limits to the roundabout including waterline relocation design at the roundabout, approximately 2640'. The new water line and relocated water line are anticipated to be 12" in diameter.

- 902. Pothole of existing waterlines and utilities is not included in this scope.
- 903. Special contract provisions for the water line will be provided by VSM Engineering, as needed, for review and approval by the City. The City will acquire any necessary water permits from the Missouri Department of Natural Resources for construction of the water line.

Task 1000 – Final Lighting Design

- 1001. Street Lighting - TranSystems will design lighting along 104th Street starting at the western city limits, and including, the roundabout to meet the minimum design requirements of the City of Liberty. Any lighting beyond the City of Liberty minimum requirements shall be solely for pedestrian lighting purposes. All lighting designs shall be required to be reviewed and approved by Evergy. Photometric analysis will be performed to determine the design luminaire and pole spacing. All lighting equipment will be per City of Liberty standards and specifications. City of Liberty standard details will be included in the plans. No other technical specifications or details are included in this scope of services.
- 1002. The lighting system will be designed to operate at 240 Volts. Voltage drop calculations will be prepared to size the wires per the National Electric Code (NEC) requirements. Power service will be coordinated with the local utility company.
- 1003. Final plans will include conduit, junction boxes, wiring with sizes, general notes and quantities.

Task 1100 – Others

- 1102. Public Outreach Activities - One (1) two-hour in-person public meeting will be conducted (open house style) to present the project improvements to the public and receive their input. The meeting will occur after the preliminary plans have been completed and will be to gather feedback from the community on the various proposed improvements as well as inform them on the project schedule, project information, and project extents. Up to 5 project displays will be created for this meeting. TranSystems will prepare and send mailers to all property owners within a one (1) block (~300') radius of the surveyed area letting them know about the upcoming meeting. The City will provide the mailing addresses for these property owners. The meeting will meet the requirements set forth in the MoDOT LPA manual for public involvement. TranSystems will also prepare a press release and social media graphic for the meeting. A survey will be included during the meeting and online to gather feedback from the public. All comments will be documented, and questions answered. The City and TranSystems will have at least two (2) staff members each in attendance for the meeting. MoDOT will be invited to attend. The City will be responsible for procuring a meeting location for the meeting.
- 1103. Additional Coordination with Stakeholders - Throughout various stages in plan development, stakeholder meetings will be conducted with the property owners along the project. Up to 5 stakeholder meetings are included in this scope of services. Some may take place between the Concept Study and the first Public Meeting. Meetings are anticipated to be near the project site, or at City Hall.
- 1104. Final Landscape Architecture – Landworks Studio will be doing the landscaping design for the project. They will provide their vision for the corridor and for the roundabout in the conceptual plans task. This plan will be refined based on comments received from the City and updated in the preliminary plans task. Additional updates are anticipated once the design is finalized in the final plans stage. Irrigation design will be provided by performance specification. Landworks studio will provide construction administration services including submittal review, attendance at the pre-construction meeting and two additional site construction meetings, as well as produce as-built plans.

Schedule

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

Phase 1:

- Conceptual Plans and Site Visit – 3 months
- Preliminary Plans – 6 months

Phase 2:

- Right-of-Way Plans – 2 months
- Final Plans and Estimate - 9 months
- PS&E – 1 month

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

Assumptions

- It is anticipated that the City will advertise and bid the project.
- No geotechnical investigation will be performed. Pavement section will be based on the City of Liberty typical sections.
- Potholing for utilities or others is not an included service in this scope of services.
- Microstation V8i (Geopak SS4/SS10) will be used for all the CAD file creation to prepare the plans noted herein. CAD files will be provided in Microstation (.dgn) format as part of the final deliverables.
- Utilities will be shown to Subsurface Utility Engineering (SUE) Quality Level C
- Permit fees for city, state, and federal permits will be paid directly by City.
- The City will obtain a water permit from the Missouri Department of Natural Resources for construction of the new waterline.
- Retaining wall location and wall profile will be supplied to the Contractor. Contractor will be responsible for designing the wall.
- Floodplain development permit and/or FEMA flood map revisions are not included in this scope.
- The scope of work does not include waters of the U.S. mitigation (likely not required).
- No contaminated soils are anticipated with this project, however, if contaminated soil is discovered at a later date any mitigation design or activities needed are not included in this scope and a separate agreement with the City will be negotiated if these services are desired.
- Assumption is that section corners and quarter section corners are in place and of record.
- Construction inspection services have not been included in this scope of services, but can be added on at the request of the City through a supplemental.
- Intersection control at 104th and Church Road is assumed to be a roundabout. No traffic signal design is included. This scope of services does not include signal warrant analyses or timing development.
- No Traffic Studies and traffic data collection such as 24-hour counts or peak hour turning movement counts will be conducted as part of this project. If additional traffic studies are required, the exact scope will be specified, and a supplement will be negotiated at that time.
- Street lighting equipment will be standard City equipment, selection and design of non-standard items is not included.
- No ITS design is included with this scope.
- It is assumed that all existing conventional signs disturbed by construction in any manner will be replaced.
- All proposed signs will be ground mounted on standard posts. No special sign structures, trusses, structural analyses, or special foundation designs will be necessary and are assumed for any sign.
- Work zone traffic control components consist of the configuration of conventional traffic control devices. Items such as ITS design, non-standard street/highway signage, and any roadway design work are not included in our scope of services and budget.

- No evaluation or plan preparation for supplemental improvements / refurbishment for potential detour routes are included in these services.

- **It is anticipated that the City will provide the following:**
 - Review and comment on project concept, alignment, and design details.
 - Attend meetings.
 - Provide the mailing addresses for public meeting mailers.
 - Submit prepared permits and the associated fees.
 - Provide Rights-of-entry for survey work on private property.
 - Provide GIS property lines, existing roadway plans, as-builts, and other information that is impacted from the proposed work included for this scope.
 - Existing traffic signal as-built drawings.
 - Lighting standards and approved products list.

Fee

The City of Liberty shall compensate TranSystems Corporation for services described in Phase 1 - Tasks 100 to Task 1100 above on a Cost + Fixed Fee basis to a maximum of \$341,128.

ATTACHMENT B
Estimate of Cost

104th Street Phase 1 Fee Summary and Breakdown by Phase/Task

Phase and Task	2024 Rates	E5	E4	E3/P3/SC3	E2/P2	E1/T3/SC2	Direct Labor
Task 100 - Project Administration		8	0	2	68	0	\$ 5,160.00
Meetings		4			34		\$ 2,510
Project Management		4		2	34		\$ 2,650
Task 200 - Survey				2	12	12	\$ 1,340.00
Task 300 - Conceptual Plans (10%)		1	24	11	68	72	\$ 10,310.00
Typical Sections				1	4	8	\$ 650
Roadway Plan			24	4	40	40	\$ 6,680
Quantities & Cost Estimate				2	8	8	\$ 940
Conceptual Plan Review Meeting		1		2	8	8	\$ 1,100
Utility Coordination				2	8	8	\$ 940
Task 400 - Preliminary Plans (50%)		1	8	47	302	298	\$ 34,270.00
Title Sheet				1	2	2	\$ 270
Summary of Quantities				2	4	4	\$ 540
Typical Sections				2	8	8	\$ 940
Roadway Plan			4	8	64	64	\$ 7,360
Reference Points				1	2	4	\$ 360
Coordinate Points				1	4	8	\$ 650
Right of Way and Easements				2	8	8	\$ 940
Intersection Details			4	4	32	32	\$ 3,880
Entrance Details				1	2	4	\$ 360
Retaining Wall Plan and Profiles				1	20	12	\$ 1,710
Construction Sequencing				4	12	8	\$ 1,300
Street Lighting							\$ -
Signing and Pavement Markings Plan				4	16	24	\$ 2,240
Stormwater Drainage Improvements				4	40	40	\$ 4,280
Waterline Plan Sheets							\$ -
Cross Sections				4	60	60	\$ 6,280
Quantities & Cost Estimate				2	12	12	\$ 1,340
Preliminary Plan Review Meeting		1		2	8	8	\$ 1,100
Utility Coordination				4	8		\$ 720
Task 900 - Preliminary Waterline Design		0	0	4	16	0	\$ 1,160.00
Waterline Design							\$ -
Task Coordination				4	16		\$ 1,160
Task 1000 - Preliminary Lighting Design			2	8	24	28	\$ 3,340.00
Task 1100 - Others		0	0	54	50	100	\$ 11,030.00
Environmental Tasks				40	24	100	\$ 8,620
Initial Coordination with Stakeholders				12	16		\$ 1,720
Preliminary Landscape Architecture							\$ -
Task Coordination				2	10		\$ 690
Subtotal Hours		10	34	128	540	510	

Direct Labor	\$	66,610
OH Rate = 133.22%	\$	88,738
Subtotal	\$	155,348
Fixed Fee = 13.5%	\$	20,972
Subtotal	\$	176,319
Reimbursable Expenses	\$	500
Subtotal	\$	176,819
Schlagel Associates	\$	104,717.00
VSM Engineering	\$	34,712.00
Landworks Studio	\$	16,420.00
Donoho Appraisals		
Prairie Arch. & Research	\$	8,460.00
Subtotal	\$	164,309
PROJECT Phase 1 TOTAL	\$	341,128

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/epl/s/search.do?page=A&status=current&agency=69#A>.

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

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

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

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

Local Federal-aid Transportation Projects

Firm Name (Consultant): TranSystems Corporation

Project Owner: City of Liberty, Missouri

Project Name: 104th St. Improvement Project

Project Number: 24-007

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

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

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

☒ No real or potential conflicts of interest

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

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

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

Owner

Printed Name: _____

Signature: _____

Date: _____

Consultant

Printed Name: Frank Weatherford

Signature: 

Date: 10/21/24



CITY COUNCIL ACTION REPORT

Meeting Date: October 28, 2024

A/R No.: 2024-264

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance Approving a Contract with Gardner Construction Co., Inc for the Design Build Construction Services of 427 Mill St. City Records & Storage Facility Project 24-021 in an amount not to exceed \$1,197,829.00

Summary:

- Ordinance approving a Lump Sum Design/Build Construction Services contract with Gardner Construction Co., Inc. for the "427 Mill St. City Records & Storage Facility Project (24-021)" in the amount of \$1,197,829.00

Background:

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

In December 2023, a contract with Wellner Architects, Inc. was approved by the City Council (Ordinance No. 11852) to identify the necessary scope of work and improvements for the building as well as to identify an appropriate contract acquisition method for the project and define a high level cost estimate. The resulting study recommendations showed that design/build would be the most advantageous path for the City to move forward with.

On July 1, 2024, a III Phased Request for Qualifications and Proposals was advertised publicly for Design/Build Construction Services for the 427 Mill Street City Records & Storage Facility Project (24-021). A three-phased selection process was required due to existing State Statutes regarding solicitation of Design/Build contracts.

Phase I, which was purely qualifications based, was received on July 26, 2024. A total of 6 Design/Build teams submitted, they were:

- Bradlech Construction
- Gardner Construction
- JE Dunn Construction
- NF Construction
- Prairie Band Construction

- Russel Construction

Of the (6) Phase I applicants, 4 were short-listed to proceed into Phase II (Proposal Based Submissions) and Phase III (Bid Proposals). The 4 shortlisted were:

- Gardner Construction
- JE Dunn Construction
- NF Construction
- Russel Construction

Phase II and III were submitted on September 23, 2024. While Phase II and III were submitted concurrently, Phase III was required to be in a separate sealed envelope and was not opened until October 02, 2024, and was done so in a public setting.

Of the (4) shortlisted applicants, only (3) submitted for Phase II and Phase II. The 3 shortlisted teams which submitted were:

- Gardner Construction
- NF Construction
- Russel Construction

After review of Phase II by a selection committee of City Staff from Finance, Police, Public Works and Administration and the subsequent public opening of Phase III Gardner Construction Co., Inc. was selected for the project.

The scope of work will result in the removal of the two existing western buildings which are in poor condition and the renovation of the eastern building to meet the City's needs for records and evidence storage. The Design/Build contract is a Lump Sum contract in the amount of \$1,197,829.00.

City staff recommend the following action:

- Approve an ordinance that would authorize a contract with Gardner Construction Co., Inc. for the selection of City of Liberty Project 427 Mill St. City Records & Storage Facility (24-021) for an amount not \$1,197,829.00.

Previous Action (if applicable):

- Study Project to determine an appropriate project scope with Wellner Architects, Inc. Approved by the Council in December 2023 through Ordinance No. 11852.

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: \$1,197,829.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance Approving a Contract with Gardner Construction for the Mill Street City Records & Storage Facility
2. Contract_Signed

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH GARDNER CONSTRUCTION CO., INC. FOR THE DESIGN BUILD CONSTRUCTION SERVICES OF 427 MILL ST. CITY RECORDS & STORAGE FACILITY PROJECT (24-021) IN AN AMOUNT NOT TO EXCEED \$1,197,829.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an Agreement for the City of Liberty Project 24-021, 427 Mill St. City Records & Storage Facility Project, by and between the City of Liberty and Gardner Construction Co., Inc. with an authorized amount not to exceed ONE MILLION ONE HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-NINE AND 00/100 DOLLARS (\$1,197,829.00). 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



Standard Form of Agreement Between Owner and Design-Build - Lump Sum

This **AGREEMENT** is made as of the 16th day of October in the year of 2024, by and between the following parties, for services in connection with the Project identified below.

OWNER:

City of Liberty, Missouri
101 E. Kansas Street
City of Liberty, Missouri 64068

DESIGN-BUILDER:

Gardner Construction Co., Inc
9200 NW 112th St.
Kansas City, MO 64153
Mail: PO Box 357, Liberty, MO 64069

PROJECT:

Design/Build Construction Services – 427 Mill St. City Records & Storage Facility (24-021)

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Build agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder:

- Exhibit A – Scope of Work;
- Exhibit B – Affidavit of Participation in Federal Work Authorization Program;
- Exhibit C – Anti-Discrimination Against Israel;
- Prevailing Wage Rates;
- Payment Bond;
- Performance Bond; and
- Tax Exemption Certificate.

2.1.4 The General Conditions of Contract, Supplementary General Conditions; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract; and

2.1.6 Owner's Requirements.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are

discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and upon payment shall become the property of the Owner. At such time the Owner shall be granted the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.4 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder.

Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder: (a) grants Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural, engineering and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Contracted Parties).

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Contracted Party; and

4.3.2 Owner agrees to pay Design-Builder the additional sum of One Dollars (\$1.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than 221 (June 13th 2025) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

The parties agree that the definition for Substantial Completion set forth in Section 1.2.19 of the General Conditions of Contract is hereby modified to read as follows:

"*Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: Refer to the agreed upon "Exhibit A – Scope of Work" for interim milestone dates.

5.2.3 Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine

and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by 15 (June 28th 2025) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner five hundred Dollars (\$ 500.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

Design-Builder understands that if Final Completion is not achieved within 60 days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within 60 days of Substantial Completion, Design-Builder shall pay to Owner five hundred Dollars (\$500.00), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

5.8 Owner's Review Time. The parties have established the following maximum and minimum amount of time for the Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.8.1 The Owner shall have a minimum of 14 calendar days of receipt by the Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.8.2 The Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule, and any updates thereto within 14 calendar days of receipt by the Owner.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of one million one hundred ninety seven thousand eight hundred and twenty nine Dollars (\$ 1,197,829.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Section 9.4.1 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of five percent (5%) of the additional costs incurred for that Change Order, ~~plus any other markups set forth at Exhibit _____~~ hereto.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

☒ No additional reduction to account for Design-Builder's Fee or any other markup.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Exhibit hereto.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the first (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within twenty-one (21) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5.0%) from Design-Builder's Applications for Payment pursuant to applicable state law.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining

or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and a half_ percent (1.5%) per month until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions of Contract, and the parties have agreed to a payment to Design-Builder in the case of such termination for convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions of Contract:

The fair and reasonable sums for overhead and profit on the sum of items set forth in Section 11.6.1 of the General Conditions of Contract.

8.2 In addition to the amounts set forth in Section 8.1 above and Section 11.6.1 of the General Conditions of Contract, Design-Builder shall be entitled to receive one of the following if the parties agree to an additional payment:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid ten percent (10%) of the remaining balance of the Contract Price.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid twenty percent (20%) of the remaining balance of the Contract Price.

8.3 The total amount to be paid to Design-Builder, exclusive of costs described in Section 11.6.1.2 of the General Conditions of Contract, shall not exceed the Contract Price.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Sherri McIntyre
City of Liberty, Director of Public Works
101 E. Kansas St. Liberty, Missouri
816-439-4501

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Joshua Martinez
City of Liberty, Capital Projects Engineer
101 E. Kansas St. Liberty, Missouri
816-681-5621

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Bryan Gardner
Gardner Construction Company Inc., President
816-985-2518

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Dorothy Gardner
Gardner Construction Company Inc., Vice President
816-812-0040

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

Bonding template is attached hereto as an exhibit.

☒ Required ☐ Not Required

Payment Bond.

Bonding template is attached hereto as an exhibit.

☒ Required ☐ Not Required

Other Performance Security.

All material and product specific warranties.

☒ Required ☐ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions.)*

Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

The parties have agreed to limit the time frame that the Owner can make a claim pursuant to Section 2.9.1 of the General Conditions of Contract. Owner must make all claims pursuant to Section 2.9.1 of the General Conditions of Contract within 2 years of the date of Final Completion of the Project.

In executing this Agreement, Owner and Design-BUILDER each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

City of Liberty
(Name of Owner)

(Signature)

Greg Canutseon
(Printed Name)

Mayor, City of Liberty
(Title)

Date: _____

DESIGN-BUILDER:

GARDNER CONSTRUCTION Co
(Name of Design-BUILDER)


(Signature)

BRYAN GARDNER
(Printed Name)

PRESIDENT
(Title)

Date: 10/16/2024

EXHIBIT A

427 Mill St. Exploratory Scope of Work Study

Scope of Work Document

April 19, 2024



City Records Storage Facility
427 Mill Street Liberty, Missouri

Submitted by:



Scope of Work Document

April 19, 2024

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1 Executive Summary:





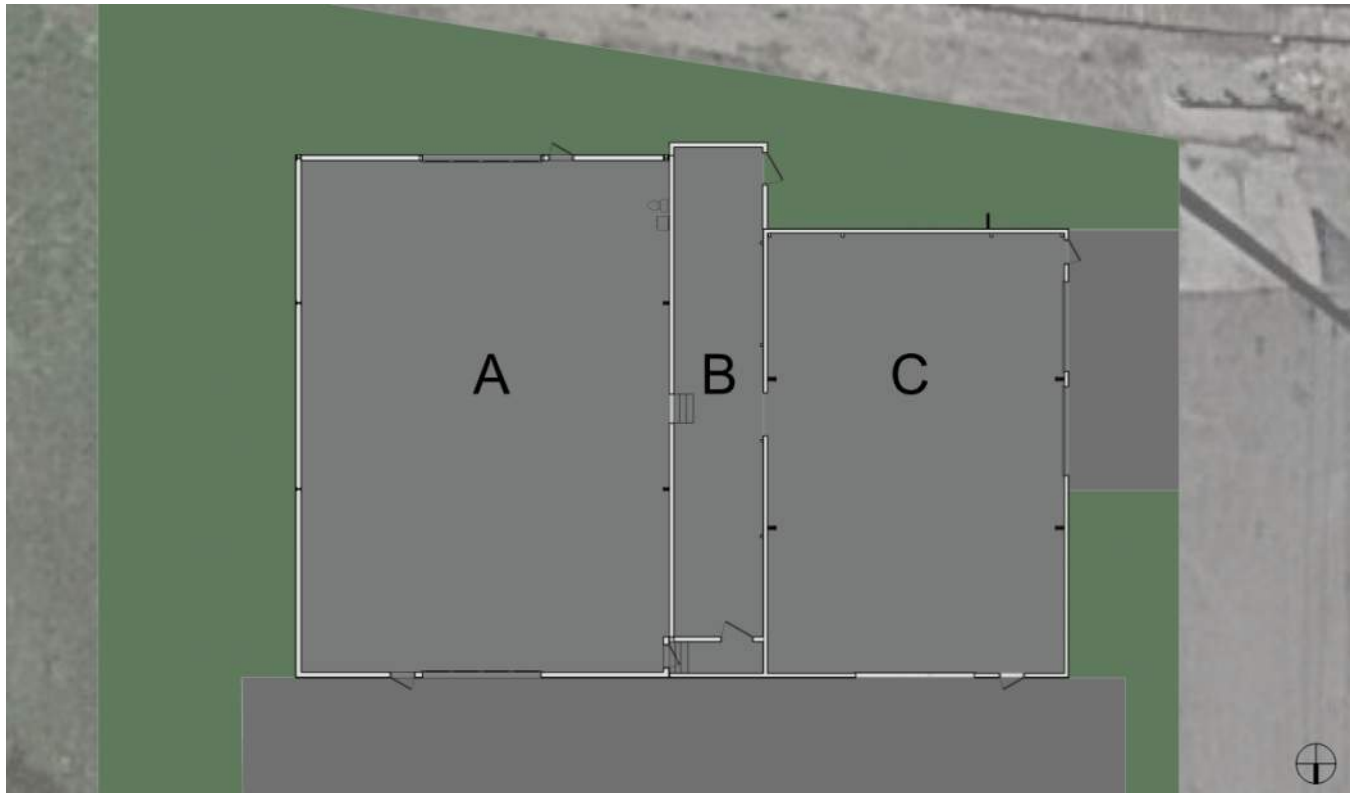
Existing Building

Project Description:

The **427 Mill Street** project in Liberty, Missouri is an existing 6900 square foot building composed of two existing prefabricated metal framed and skinned buildings with a connector building composed of CMU and wood framed structure. The City of Liberty procured the property with the intention of creating a functional storage and retention facility for several city departments. In addition to meeting the programmatic requirements of the city, there is goal of improving the curb appeal of the buildings, along with updating the building to comply with current building and fire codes. The three joined buildings sit on two separate ground levels driven by the grading of the site.

This Scope of Work Document summarizes the conditions of the existing buildings, the anticipated layout of the usable space, the effort required to selectively update the buildings, and the recommended procurement strategy, schedule, and budget.

The property consists of three abutting structures noted throughout this document as A, B, and C.



Existing Plan

Recommendations:

The buildings have varying degrees of salvageable value. Included in this document are alternatives for renovating the property to meet the program requirements.

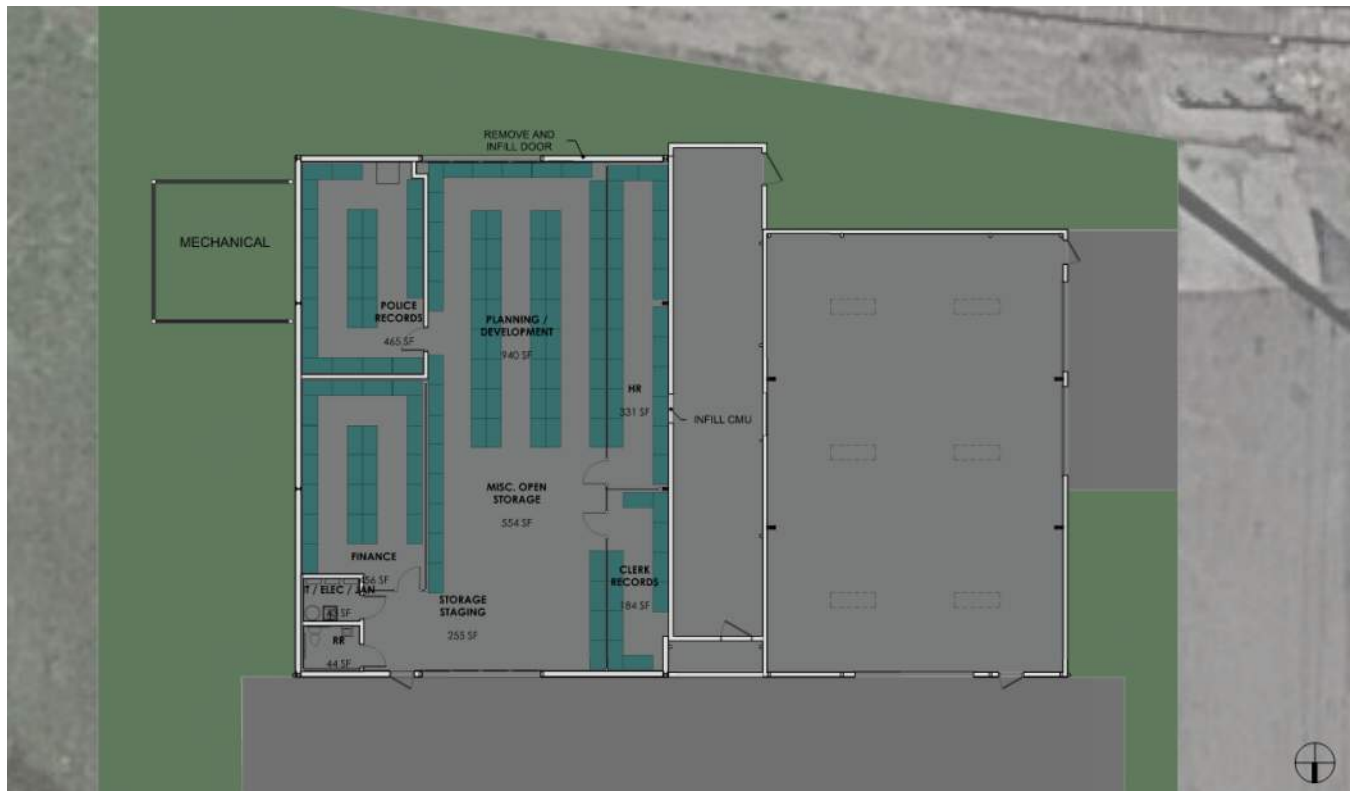
Base Bid + Bid Alternates:

Base bid: Fully Renovate building A to meet owner program requirements with either Alt 1, Alt 2, or Alt 3.

Make structural repairs per the included structural assessment to building A. Replace roof panels and exterior wall panels as needed to avoid any water infiltration. Remove existing insulation and retrofit insulation with facing material. Furnish and install interior metal liner panel protection to 10'-0" a.f.f. Infill the CMU demising wall between A and B as required to enclose Building A, including framing, insulation, wall panels, roof and gutter work. Provide access controls, updated door hardware and security per owner requirements. Furnish and install fencing, full height wall partitions, doors, gates, shelving, ~~restrooms~~, and MEP space per base bid floor plan. Furnish and provide clean agent fire suppression to spaces per Building Programming / Space list sheet. Provide access controls at interior spaces per Building Programming / Space list sheet. Refer to MEP Analysis for suggested MEP improvements. Provide fencing, gate and concrete pad at outdoor mechanical space. All site paving on the north side of the building is to remain. Reconcile grading throughout the site to allow adequate site

restrooms
are
optional
and shall
not be
required.

drainage around buildings based on selected Bid Alternative. Maintain finish grades below the metal panels of the existing buildings. Verify the depth of footings and maintain footings and foundations below frost depth. Maintain finish grading around the footprint of building C as a suitable building pad for future development or paving.



Base Bid Plan

Furnish and install contractor added Mill Street enhancements visible along the north façade to increase curb appeal and overall appearance for the property. Added enhancements can include but are not limited to items such as decorative fencing, landscaping, canopies, etc.



Bid Add Alternate 1: Base bid + the demolition of building B and Renovation of building C.

Fully demolish building B including CMU bearing walls, columns, framing, slab, and substructure. Furnish and install metal panels as needed to fully enclose building. Make structural repairs per the included structural assessment to building C. Replace Building C roof panels and exterior wall panels as needed to avoid any water infiltration to building C and elimination of skylights (complete roof panel replacement may be needed.) Replace all missing or modified gutters and downspouts at buildings A & C where building B was. Building C is intended to be used for parking. Refer to MEP Analysis for suggested MEP improvements to buildings A & C

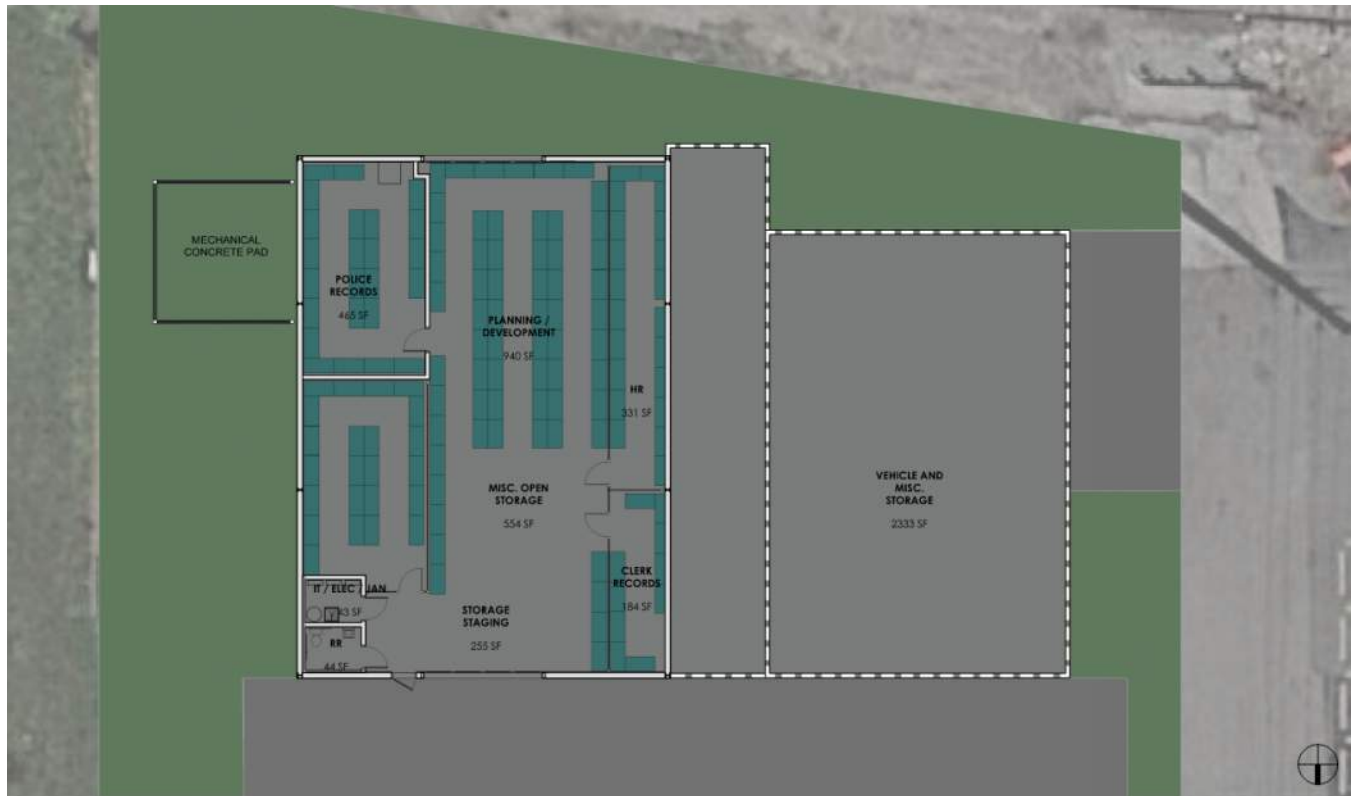
Bid Add Alternate 2: Demolition of building B and C.

Fully demolish building B including CMU bearing walls, columns, framing, slab, and substructure. Fully demolish building C walls, structural frames, slab, and substructure.

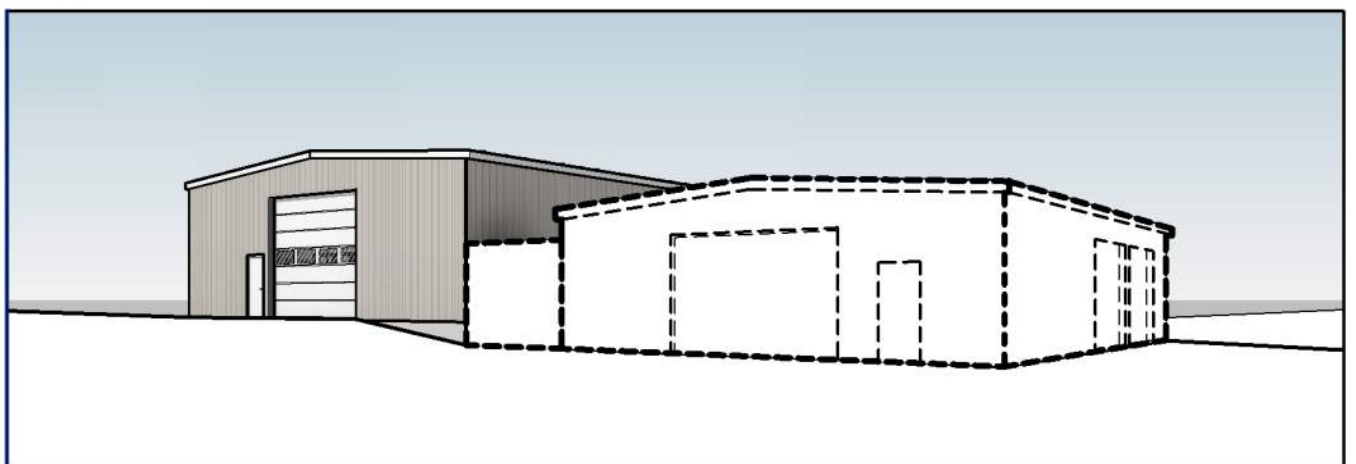
Bid Add Alternate 3: Demolition of building B and C + New Building C

Fully demolish building B including CMU bearing walls, columns, framing, slab, and potentially substructure. Fully demolish building C walls, structural frames. As feasible, keep building C slab and substructure and furnish and install a new ~~PERMB~~ with 3 overhead drive in doors with a minimum height overhead door clearance of 10'-0". Refer to MEP Analysis for suggested MEP improvements to buildings A & C. Reconcile grading throughout the site and between to allow adequate site drainage around building A. Maintain finish grades below the metal panels of the existing buildings. Verify the depth of footings and maintain footings and foundations below frost depth. Maintain finish grading around the footprint of building C as a suitable building pad for future development or paving.

building
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Bid Alternates Plan



Bid Alternates Perspective

2 Existing Building and Site Assessment



Building Codes:

Construction Type V-B allows for up to 9000sf footprint with no sprinklers.

200 exit travel distance (no sprinklers), Common path of travel 75'-0" (no sprinklers)

Occupancy Classification S-1 Moderate Hazard for all spaces

Zoning CBS – Central Business Service District

Building Envelope – The two prefabricated metal framed buildings - The exterior walls of the building are composed of painted ribbed metal paneling with exposed fasteners and typical metal building corner trim and detailing at door openings. The roof of these buildings are composed of a similar ribbed metal panel. The west prefabricated building has ribbed translucent skylight panels integrated into the roof metal panels.

The middle connector building – The walls of the connector building are composed of a CMU wall built in line with the exterior face of girts of the east building and wood columns and roof framing inboard of the existing metal panel. The roof framing is comprised of wood joists and OSB wood decking. The roof of the middle connector building is flat with a subtle slope achieved by sloping the structure and decking. The roof of the middle building appears to consistently hold a pond of water near the roof drains at the north side of the roof. Portions of the middle building are not fully enclosed, and daylight can be seen at openings in the exterior walls. The west building is assumed to be built prior to 1985, the east building is assumed to be built in 1986, and the middle building was built after 1986. Pre-engineered metal buildings, when properly maintained, have a life-span of 40-50 years or more if constructed and maintained properly. Outside of any replaced exterior materials most of the building's envelope is assumed to be at the end of the material lifespan. There are many areas of each building that show signs of water infiltration resulting in damage to building materials.

Site – The north side of the site off of Mill Street is heavily paved with concrete. The paving is cracked, and in fair to rough condition. The curbs, curb cuts, and sidewalks are also in fair to rough condition. The south side of the site has grading that quickly drops off from a swale to allow for a door out of the middle building. It appears that the swale flows water toward the door, but it could be an issue and should be monitored. The existing grading of from the building entries to the right of way off of Mill Street may need to be evaluated to meet ADA for egress requirements. The grading and swales on the south side of the building are composed of a mix of railroad ties and broken up asphalt. There are areas of grading that are higher than the floor slabs of the buildings with grade overlapping the exterior metal panels of the buildings.

Insulation / Temperature control – The previous owner utilized this property as a general workshop and storage unit. The metal buildings have vinyl-faced batt insulation pressed between the structural girts and metal panels. The existing insulation has an approximate thickness between ½ and 1" and the exposed faces of insulation are damaged, and water stained throughout the buildings. The middle building does not appear to have any insulation.

Mechanical – The building mechanical systems was originally heated unit heaters and exhaust systems. Horizontal furnaces are located in each garage. All mechanical should be replaced with updated commercial HVAC packaged air systems and specialized climate units with humidity control in sensitive storage areas. Both garages and connector will need to be updated for the latest codes since they do not meet ventilation and exhaust rates, including gas detection for emergency purge with vehicle emissions.

Electrical - Electrical panels appear to be original to the building construction and each panel services loads within individual garages. Originally each garage had its own KCPL/Everygy meter but in recent years it was combined to one meter/service and back fed via overhead to west service. The entire building is undersized for proposed loads with cooling and needs to be replaced in its entirety. The current Everygy 15 KV overhead lines is both to the east and west on separate circuits, so coordination will need to be made to extend primary easements over to rear of building for new service drop.

Plumbing - Plumbing water and waste services are in place in the east and west prefabricated buildings (separate services at different construction periods) and could allow for new restrooms to be built with some underslab plumbing updates. The middle connector building does not have its own mechanical systems, electrical, or plumbing. Currently there are no wash down drains in either garage, or any solids/oil separation. Water services are standard residential 5/8" meter with 3/4" water stubs-ups where walls once stood. We will need to relocate to a suitable location to not be in middle of areas.

Existing natural gas comes into the west garage at the northwest, with single regulator and two meters to serve each space. This Spire service will be reworked for one meter and load to serve the entire building. The anticipated load will be 450-600 MBH.

Site Utilities – The Everygy overhead 3-phase 15-KV service comes from the residential service to the east. There is a commercial 3-phase available to the west so we will need to update the service and coordinate with Everygy on new overhead service. There is an existing 3/4" water service that is stubbed up and capped for west garage, and east garage service is still in use. This is 2-3 feet off the wall so it would need to be encapsulated within a closet or stud wall. Sanitary Sewer service is assumed to be from the north of building along Mill Street, but all existing waste piping need scoped to confirm. It is assumed that it is a 4" for each building but cannot be confirmed. Natural gas piping on site will not be disturbed and the current service location will be reworked for new loads and single service.

Building Structure – The prefabricated buildings have been modified over time with structural members removed or modified to allow for the connecting middle building to be constructed. Portions of the middle building show water damage and cracking of CMU. Additional deadloads resulting from the addition of insulation, MEP, and other items suspended from the roof would need to be coordinated with the existing structure and will likely require structural modifications. Refer to the structural analysis for full assessment of the existing building structure.

3 Building Programming / Space List – BLDG A



Storage and Shelving - The city has started the process of updating storage from banker boxes with a typical size of 12"W x 15"D x 10"H to plastic bins with a typical size of 13"W x 19½"D x 15¾" in height. Due to the change in size of the typical storage container we are assuming a 15% inefficiency factor compared to the existing storage boxes. Within this study is documentation of the existing storage spaces in City Hall including the associated linear feet of shelving within those storage spaces. All future linear footage storage shelving needs are projected to be a minimum 50% higher than current storage needs. Shelving has been requested to consist of standard height shelving with a max height of approximately 72" and width of 48" that can be accessed without requiring additional equipment, and may or may not be existing relocated shelving, rather than new.

Staging / loading – Fully conditioned area consisting of open floor space to allow for items in transition moving into the building and items being moved out of the building.

- The area should be adjacent to entry and have access to O.H. door allowing for forklift or hand truck access as needed.
- Allow for open floor space for wood pallets for items in the process of being sent out to be destroyed.
- Allow for open floor space for equipment such as hand trucks, or carts.

Finance / Payroll – Fully conditioned fenced off area with access controls. This space is to house shelving associated with Financial Records. Boxes are moved in and out by a person or dolly.

- Financial Record storage is currently within City Hall. 75% of this storage is to be moved to 427 Mill.

HR and Risk Management – Fully conditioned fenced off area with access controls. This space is to house shelving associated Human Resources and Risk Management. Boxes are moved in and out by a person or dolly.

- Human Resources and Risk Management storage is currently within City Hall. 75% of this storage is to be moved to 427 Mill.

Clerk Records – Fully conditioned space fenced off. This space is to house shelving associated with Clerk Records. Boxes are moved in and out by a person or dolly.

Planning and Development Storage – Fully conditioned space. Can be within an open area of shared storage with access controls into the building. This space is to house shelving associated with the Planning and Development department, along with open space for general storage, and storage for rolled large format drawings. Boxes and listed storage items are moved in and out by a person or dolly.

- Planning Development Storage is currently within City Hall and off-site cave storage. 100% of this storage is to be moved from City Hall and off-site storage to 427 Mill.

Miscellaneous Storage – Fully conditioned space. Can be within an open area of shared storage with access controls into the building. This space is to house shelving and open floor area associated with miscellaneous City Hall storage. Boxes are moved in and out by a person or dolly.

- Miscellaneous storage is currently within City Hall. 100% of this storage is to be moved to 427 Mill.

Police Records – Fully conditioned room walled off with access controls. This space is to house shelving associated with Police Records. Boxes are moved in and out by a person or dolly.

- Provide dry fire sprinkler system. Provide adequate space for sprinkler system tanks and associated equipment.
- Provide access control to room / space.
- Building envelope and space to be designed to meet temperature and humidity requirements listed in the State of Missouri Storage and Housing Archival Collections requirements, and guidelines and requirements of the Local Records, Records Service Division of the Office of Missouri Secretary of State.
- Police Records storage is currently within City Hall. 90% of this storage is to be moved to 427 Mill.

Unisex Restroom – ADA accessible restroom with a single toilet and wall mounted lavatory per MEP recommendations. Provide adjoining area / room for mop sink and storage for cleaning supplies.

MEP / IT requirement – Provide space for 18" wide by 3'-0" tall wall mounted IT equipment. Maintain adequate clear access area. Provide space for wall mounted electrical panel(s). I.T. requires temperature control. It is assumed we will install fans in the room to draw from adjacent spaces in order to maintain IT space temperatures of 66-78 deg F. With little to no rack loads and sensitive equipment, we will not be furnishing dedicated IT HVAC equipment for these rooms.

4 Structural Analysis



427 E. Mill Street

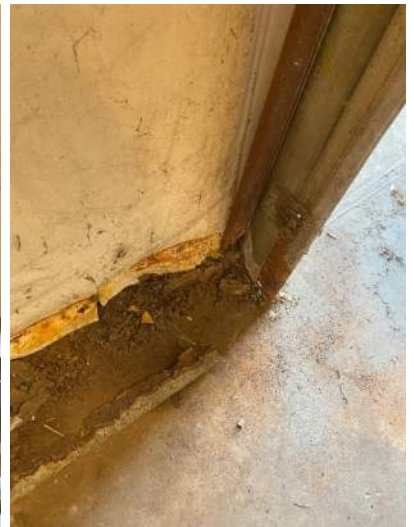
Structural Assessment

3.0 Observations

Building A:

This structure is in the best shape of the three.

- a. The main framing appears to be in good condition. The paint, although primer, is still adhered without peeling, cracking, or flaking is providing good environmental protection. The bolts are in place and the frames are straight. There have been some post mfg. modifications to the frames. Girts have been moved and a boom was attached to one of the columns. The holes drilled for attachment appear to have damaged the inside flange of this column. There is substantial water damage near the base of the overhead door closest to Mill St. There is rusting of the base channel and base plate. These will need to be replaced as they are no longer providing the required structural capacity.



- b. Purlins – these are straight with the same paint as the frames. None are misaligned and all are within deflection tolerance.
- c. Girts – these are straight with the same paint as the frames. The lower level of girts was raised about 6" to accommodate the CMU wall. This was a modification to the original design. It looks like one sag strap was removed and not replaced due to the wood shoring left in the wall. A permanent solution is required to maintain the structural integrity of the girt.

427 E. Mill Street

Structural Assessment



- d. Roof and Wall Panel – Wall panel has sustained several areas of damage. It is likely that a vehicle has backed into or run into the wall panel leaving the lower portion bent. The ribs are damaged and could lead to air and water infiltration. Roof panels seem to be in good shape. There is no apparent leakage and the panels have not displayed any permanent deformation. (based on photos from drone)



- e. CMU wall – It is apparent that there is significant water infiltration near the roof of building B and the transition to building A due to the significant efflorescence staining. This wall also has a considerable crack that will need to be repaired.

427 E. Mill Street

Structural Assessment



- f. Bracing – The tension rod bracing has been removed in one sidewall due to the location of the doorway in the CMU. This is not acceptable. The R-panel on the wall is acting as a diaphragm to keep the structure square and in place. Once the design load is exceeded, there is no bracing to resist the wind or seismic load. The brace rod will need to be reinstalled or a new load path determined. You can see in the picture that the brace rod has been tucked behind the girt.



- g. Concrete Slab and foundation – There are minor shrinkage cracks in the slab, nothing to be worried about. The foundation is hard to check as they are mostly buried, but what I can see is in great shape.

Building B:

This structure has several issues regarding its structural integrity.

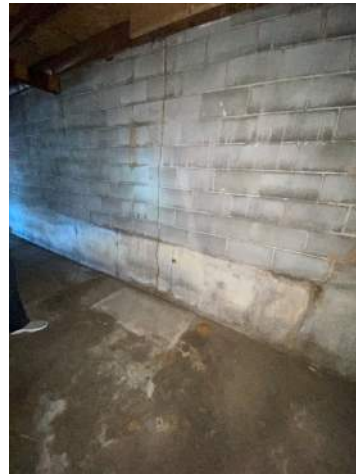
- a. Roof – the roof does not have positive drainage in all locations leading to ponding. The plywood roof is rotting due to water infiltration from the rubber roof. It is likely at the transition areas where the two buildings meet.

427 E. Mill Street

Structural Assessment



- b. Wood Frames – The wood frames are in varying states. There is termite damage in some areas while others are in good condition. The termite path is clear on the post and the CMU wall.



- c. CMU wall – same as building A.
d. Concrete Floor – minor slab cracks, no structural issues.



427 E. Mill Street

Structural Assessment

Building C:

This structure has similar issues as building A but is in worse condition.

- a. The main framing appears to be suffering from water damage, either several events or simply over time. The primer is cracking and flaking, exposing bare steel to further rusting. The bolts of the connections are in place and most of the frames are straight. There is twist in one end post. There is substantial water damage at the base plates near the back corner away from Mill St and building B. The base plates of two columns are nearly rusted through and there are several locations where there is missing anchor rod nuts which secure the column to the footing. The base plates and anchor nuts will either need repair or be replaced as they are no longer providing the required structural capacity.



427 E. Mill Street

Structural Assessment

- b. Purlins – these are straight with the same paint as the frames. None are misaligned and all are within deflection tolerance.
- c. Girts – these are straight with the same paint as the frames.
- d. Roof and Wall Panel – Wall panel has sustained several areas of damage due to collision. It is likely that a vehicle has backed into or run into the wall panel leaving the lower portion bent. The ribs are damaged and could lead to air and water infiltration. Roof panels are in bad shape. The panels are displaying permanent deformation. (based on photos from drone)



- e. Bracing – The tension rod bracing has been removed in one sidewall due to the location of the doorway to building B and one endwall section. This is not acceptable. The R-panel on the wall is acting as a diaphragm to keep the structure square and in place. Once the design load is exceeded, there is no bracing to resist the wind or seismic load. The brace rod will need to be reinstalled or a new load path determined.



427 E. Mill Street

Structural Assessment

- f. Concrete Slab and foundation – There are minor shrinkage cracks in the slab, nothing to be worried about. The foundation is hard to check as they are mostly buried, but what I can see is in good shape.

427 E. Mill Street

Structural Assessment

4.0 Summary and Life Expectancy

Building A:

The roof panel likely has up to 5 years life left due to the good condition of the exposed fasteners. Without permanent deflection, the roof is performing as expected. With a few repairs, the wall panel is in a similar position to the roof. The main frames are in very good condition. I believe there may be 10-20 years of good performance, after the bracing issue is remedied. Bracing in the roof is good, but the wall bracing is missing one of the tension only rods. This could allow building failure at any time. The R-panel wall acts as bracing since there is no tension rod present. Once the diaphragm is overcome, there is no resistance to wind and seismic forces.

Building B:

The roof diaphragm life expectancy is 0-3 years. The plywood sheathing is rotted in places and the roof leaks causing further structural damage. With out adequate diaphragm, a large longitudinal force may cause sever damage. The CMU wall is in good condition. There is some water intrusion which needs to be addressed and crack that needs to be repaired. The termite damage is not severe yet but has caused some damage. The wood framing is likely good for 0-3 years as well.

Building C:

This whole structure is in bad shape. Life expectancy 0-3 years. The roof panel has no life left. The permanent deformation is causing damage at the fasteners which in turn will result in leaks due to oblong holes. Several of the column base plates are rusted through leaving the column bases un-secured to the foundation. A shift due to kick out forces could take the frames off the slab causing severe damage. The frames are rusting and deteriorating. The connections will soon be affected when the rust takes enough of the connection plate. Finally, there are two areas where brace rods were removed. I believe the end post twist is directly related to the missing bracing.

5 MEP Analysis



Mechanical/Plumbing – We recommend the following HVAC systems: For the parking area in the garage (C space, see MEP alternates), we will design an exhaust system to meet code minimum which is 1.0 cfm/SF. Fan will be wall mounted or inline and make-up air will be from a vertical makeup air unit with intake louver similar to Greenheck or Cambridge. A gas detection system with CO/NOx sensors will be installed for operational control of code required exhaust and purge systems. For general warehouse storage (A space), this area shall be heated and cooled from a ground mounted packaged gas/electric unit. For sensitive/archival storage area, a floor mounted vertical computer room A/C unit shall be installed with a split condenser located outside. This CRAC unit will give full humidity control via steam cannister humidifier and electric reheat for dehumidification. All building mechanical systems shall be included with wall mounted touchscreen Wi-Fi programmable thermostats (no DDC control system).

Building natural gas will be sized with 2"-2.5" main, 11" w.c. delivery pressure to serve all gas-fired equipment. Route to packaged A/C units, unit heaters, and potential gas water heater. Domestic water service will remain reworked to serve restroom in warehouse building. Cold water will also be routed to hose bibbs/wall hydrants and humidifiers (1 in each interior, 2 on outside perimeter). The hot water system will be from either an electric tank type water heater or gas fired water heater, located in mechanical/utility room in warehouse space. New sanitary sewer shall be sawcut in for each building for trench drains and waste systems from restroom groups (see MEP alternates). Existing mains run to the north under existing slab (unverified), and any connections to existing shall be made outside. All saw cutting lines shall go through garage door openings to avoid dealing with foundations. A new oil/sand interceptor shall be installed for west building C waste lateral leaving the trench drains (see MEP alternates). It shall be combined with normal waste leaving the building.

The new electrical service shall be an 600-800 amp, 120/208V, 3ph, 4W. A new Erickson CT cabinet shall be installed on the back of the building with an adjacent meter. New MDP shall be a NEMA 3R, 600-800 amp mains, 600-700A MOCP, 42 KAIC, with branch breakers for HVAC (2), panels LP1/LP2. Each branch panelboard shall be 100A, 30P, NQOD style panelboard. Surge suppression shall be installed at MDP location.

New convenience outlets shall be installed throughout in each space, power to HVAC equipment, charging equipment, etc. shall be circuited (see MEP alternates).

Suggestive HVAC Products & Equipment –



A flapper free flush tank water toilet shall be installed in the new restroom. A wall mounted lavatory shall be next to the toilet. A floor drain installed in the center of bathroom. Out in the garage area a terrazzo hand wash station shall be installed. A floor mounted service sink shall be installed in warehouse utility room. For water heating, an instantaneous tank type water heater shall be installed in restrooms to heat 50 deg water to 120 deg F for 5 GPM.

Suggestive Plumbing Fixtures & Equipment –



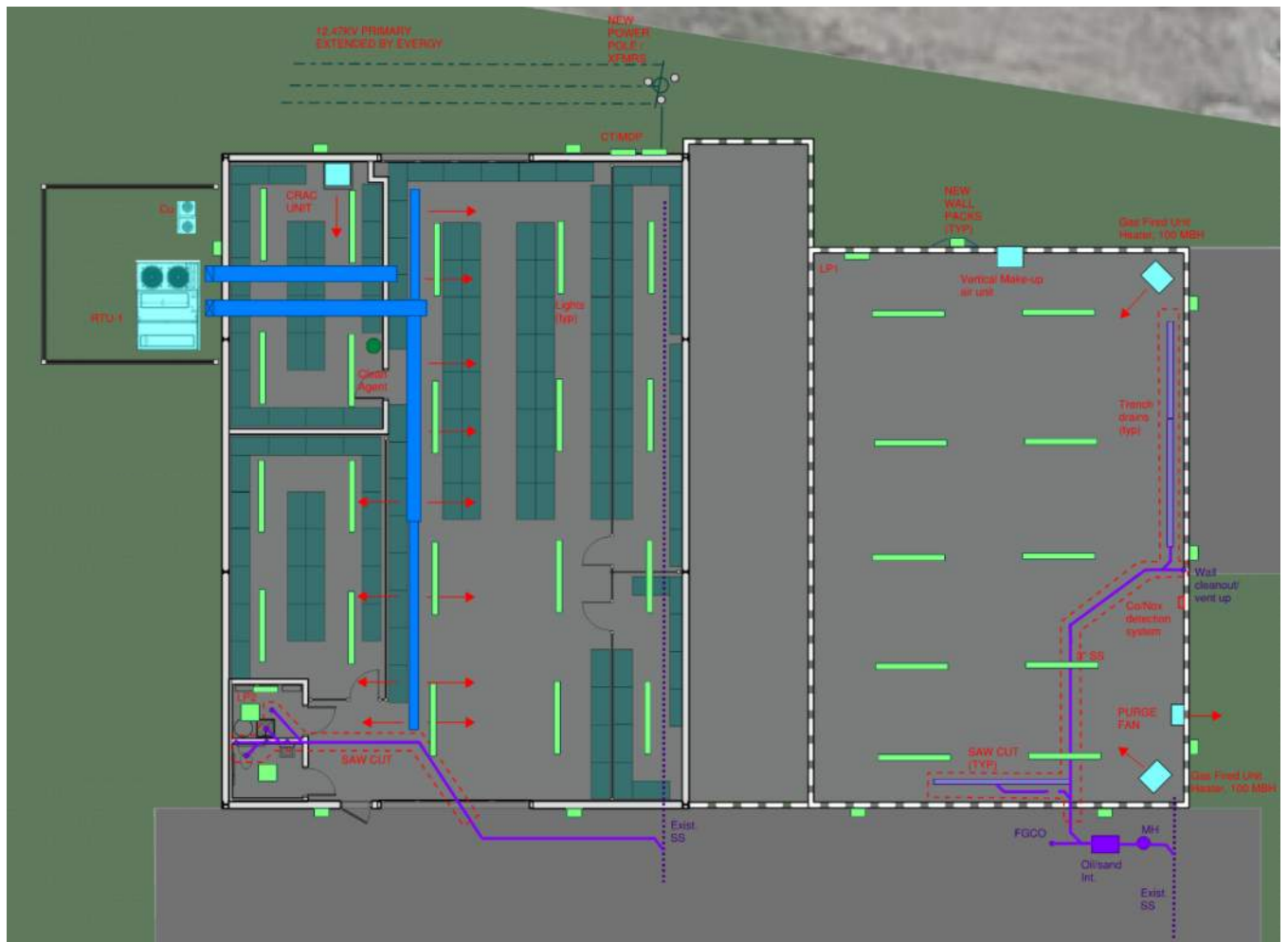
Fire Protection – We recommend installing a fully new fire alarm system for the entire garage space, storage halls and other areas. Horn/strobe and ceiling smoke detection shall be installed. Wet system fire sprinkler is not required per code of this building occupancy and construction type. However, in order to protect archive storage areas, we recommend a clean agent suppression system to prevent water damage.

Electrical (Lighting/Power) – In all areas we recommend installing LED fixtures and for ¼ of the fixture's emergency battery packs for code egress illumination. At the exterior new LED wall packs shall be installed.

Suggestive Light Fixtures –



MEP Plan Schematic for preliminary MEP design.



MEP Bid Alternate Descriptions:

Base Bid + Bid Alternate 1 –

- All MEP systems in building A shall be completed.
- Electrical service on building A shall be sized for both buildings as described. Branch panel in building C shall be installed within existing building.
- No underground sanitary work shall be completed in building C.
- Domestic water distribution to hose bibbs shall be completed in building C.
- Gas service along west side of building shall be installed sized for both buildings. One meter for all buildings. With Building B being removed, the branch gas piping to building A shall be routed below grade to within building A appliances.
- All mechanical systems in building C shall be completed as shown.
- All lighting within building C on interior/exterior shall be completed as shown.
- Convenience outlets and power circuiting shall be completed in building C.
- Area drains and storm piping shall be installed where C was demolished for all roof drainage.

Base Bid + Bid Alternate 2 –

- All MEP systems in building A shall be completed.
- Electrical service on building A shall be sized for both buildings as described. Branch panel in building C shall NOT be installed.
- No plumbing work required in building C. Cap all waste piping to existing service lateral and mark with cleanout or flush plaque.
- Remove existing Domestic water service in building C to existing meter.
- Gas service along west side of building shall be relocated to west side of building A. One meter with all building A loads plus 50% spare capacity and tee capped for future.
- NO mechanical work in building C.
- NO lighting for building C. Install an extra two wall packs on building A west side.
- Area drains and storm piping shall be installed where C was demolished and can discharge to the west.

Base Bid + Bid Alternate 3 –

- All MEP systems in building A shall be completed.
- Electrical service on building A shall be sized for both buildings as described. Branch panel in building C shall be installed within NEW building.
- All underground sanitary work shall be completed in building C as shown. Whether new slab or not, install as shown whether new work or cutting existing slab.
- Complete all Domestic water distribution to hose bibbs shall be in building C.

- Gas service along west side of building shall be installed sized for both buildings. One meter for all buildings. With Building B being removed, the branch gas piping to building A shall be routed below grade to within building A appliances.
- All mechanical systems in building C shall be completed as shown.
- All lighting within building C on interior/exterior shall be completed as shown. Confirm loads of new building and square footage for code required exhaust/ventilation.
- Convenience outlets and power circuiting shall be completed in new building C.
- Area drains and storm piping shall be installed where C was demolished for all roof drainage

6 Appendix





427 Mill Street – Scope of Work Document

April 19, 2024



427 Mill Street – Scope of Work Document

April 19, 2024



427 Mill Street – Scope of Work Document

April 19, 2024







427 Mill Street – Scope of Work Document

April 19, 2024







PROJECT: LIBERTY CITY RECORDS & STORAGE FACILITY

LOCATED AT:
427 MILL ST. LIBERTY, MO 64068



DESIGN PROPOSAL & PROJECT MANAGMENT PLAN

Gardner Construction Company, Inc. - HJM Architects, Inc.

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CONTACTS

Respondent Contact: Bryan Gardner
Address: 50 East 13th St. #1811 Kansas City, MO. 64106
Phone: 816-985-2518
Email: bryan@gccikc.com

Design/Build Signatory to contract documents: Bryan Gardner

Project Office Location: 7520 Washington St. Kansas City, MO. 64114
Construction Management Location: 9200 NW 112th St. Kansas City, MO. 64153



Gardner Construction Company, Inc. - HJM Architects, Inc.

PROJECT APPROACH

Listening & Learning

We will start by engaging with key stakeholders to gain a deep understanding of the project's needs, challenges, and goals. This involves not only addressing the space and security requirements but also improving processes for document/material receipt, search, and retrieval. Additionally, we will survey neighboring properties to ensure the exterior design complements the surrounding area.

Teamwork & Communication

Our process is built on effective collaboration among the general contractor, architect, engineers, and building users. Clear and consistent communication will be maintained throughout the project to ensure alignment and transparency.

Cost Management

We prioritize the proactive management of both capital and operational costs. Our goal is to keep the project within budget while maintaining the highest standards of quality.

PROJECT OBJECTIVES

In preparing this response, we developed pricing documents for the base bid and feasibility studies for Add Alternates 1, 2, and 3. The response includes conceptual designs and project budgets for both the Base Bid and Add Alternate 2. Our primary objective is to deliver a project that meets both functional and budgetary requirements. During this process, we evaluated the return on investment and made decisions that ruled out two of the proposed alternatives.

CONCEPTUAL DESIGN - BASE BID AND ALTERNATIVES

Base Bid

The base bid, aligned with the amended RFP, focuses on Building A. The scope includes structural repairs, replacing damaged wall and roof panels, installing insulated interior wall panels up to 10' a.f.f., infilling opening connections to Building B, and infilling overhead and pedestrian doors on the south façade. Additional work includes installing access control, replacing door hardware on the north pedestrian door, adding a concrete pad with a screened fence/gate for mechanical equipment, and providing lighting throughout. The Police Records room will feature 10' hard walls with a lockable door and a clean agent fire suppression system. The plan also includes a restroom and mechanical room. Exterior improvements will involve painting the metal panels (color TBD) and adding a stone veneer around the pedestrian entry door, along with a canopy, sconce light, and address numbers.

Detailed drawings can be found in Appendix B.

Add Alternate 2

This scope includes the demolition of Buildings B and C, covering structure, foundations, slabs, and utility capping. The site will be graded to ensure positive drainage away from Building A, and the open area will be seeded.

Detailed drawings can be found in Appendix B.

Add Alternate 1

We conducted a pricing study for demolishing Building B and renovating Building C. Due to Building C's limited remaining structural lifespan (approximately three years), it was determined that the investment required for repairs would outweigh the benefits.

Add Alternate 3

A feasibility study was conducted for replacing Buildings B and C with a single steel-framed structure. Our engineers advised demolishing the existing slabs, as the foundations are unlikely to support the new structure. The proposed building will be clad in metal panels and feature a metal roof, similar to Building A. The west wall will include three overhead doors and a pedestrian door with stone veneer, a canopy, and accent lighting. The proposed building, intended for vehicle storage, will be fitted with utilities to support this use. However, the estimated budget exceeded the available funds.

Project Management Plan

Schedules: Overall, All Activities, Look Ahead

Quality Control: QA/QC dedicated plan

Budget: AIA submittal and oversight

Communication: Progress meetings/on-site walkthrough

Structure: Small, local, hands on

Schedule

The project will be guided by a main overall schedule broken out further into an additional schedule designed to focus on individual tasks. The Overall Schedule is designed to plot the main scopes and milestones. The All Activates schedule will break out the individual scopes by specific work activities. Bi-weekly progress meetings will be guided by the schedules, as all trade partners will be expected to meet set dates and milestone goals. Post meeting, all schedules are updated and distributed to all parties involved with the project. By continually highlighting the critical dates during meetings and on the Look Ahead schedule, deadlines and milestones are both clear and express the importance of achievement.

Preliminary Overall scheudule can be found in Appendix A.

Schedule Slip Prevention

In addition to trade partner reporting and input during the bi-weekly meetings, the team leadership will conduct on-site visits to collaborate schedule progress and document any possible project delays. If the team determines a delay might be evident, measures will be taken to ensure the schedule is not adversely impacted. All trade partners working on this project will be expected to provide, at their cost, catch up measures if their work has fallen behind schedule. This verbiage will be included in all contracts.

Quality Control

We are careful to make the distinction between Quality Assurance and Quality Control. Quality Assurance is setting up processes, so the work is done correctly the first time, whereas Quality Control is a systematic method of checking to see that our Quality Assurance efforts were successful. One, a preventative measure, while the other, a safety net. We believe it's essential to place tremendous emphasis on the precepts of Quality Assurance: the right people, clear direction, and stakeholder reviews.

Our team has drafted a proposed Quality Assurance and Quality Control Plan for this project. This plan can be found in Appendix B.

Budget

Our team utilizes AIA documents for all pay applications, change orders, and contracts. All trade partners will be expected to submit applications for payment on AIA forms G702S and G703S. An initial AIA form G703S, subcontractor continuation sheet, must be submitted to our team for approval prior to the subcontractors first pay application. All completed work submitted on the subcontractor's pay application will be confirmed by our team. No subcontractor will be allowed to bill in advance with the exception of stored materials, which must also be verified.

Once all subcontractor's pay applications have been internally approved, those costs are added to the Contractor AIA forms G702 and G703. The form G703's breakout of the budget and percentages will ensure all costs are staying within budget expectations.

Additionally, subcontractors are barred contractually from billing outside of the contractual agreement.

Only a written and approved change order, language provided in all subcontractor contracts, can adjust the subcontractors billing total.

Retention will also be contractually required and not released until our team has reviewed and determined no additional corrective measures or punch list items are necessary. Thus, reducing any additional costs.

Communication

Our team has become accustomed to utilizing Teams software to conduct meetings. This platform allows all parties to meet without the added time constraint of travel. Additionally, documents of project progress can be shared on screen. Our team proposes that team management and the City of Liberty representatives meet bimonthly for progress updates. If possible, on-site visits corresponding with milestone achievements should also be coordinated. Additional meeting, whether via Teams or on-site, should be schedule as needed for any emergency or unexpected conditions.

Structure

Our team's organizational structure has been designed to align with the objectives of this project and our own internal company goals. Everyone has a clear understanding of accountability. The understanding of roles and accountability is incredibly important when two organization come together on a single project. Gardner and HJM have a long history of working on design builds throughout the metro and not only have a clear understanding of each organization's roles and accountability, but also have a harmonious working relationship outside of design builds. Additionally, being small businesses, it is advantageous for our owners to participate hands on with projects. This assists in ensuring output meets the long-term goals of the company and expectations of clients. Our team's submission of this design/build will be the same individuals, if chosen, overseeing the output. This creates a very clear vision from conception to turnover.

LIBERTY CITY PROJECT NO: 23-017

QUALITY ASSURANCE AND CONTROL PLAN

Origination Date: August 2024

Document Identifier: City Records & Storage Facility

Date:

Project: tbd

Document Status: Pending

Abstract:

This document describes the quality assurance and control plan for City of Liberty City Records & Storage Facility

GENERAL

The quality plan defines the quality practices, resources and activities that are applicable to the project.

SCOPE

The quality plan is a summary of operations that are applicable to the project.

QUALITY PLAN INPUTS

Inputs for the quality plan are derived from contract, regulatory and industry requirements, statement of work, product specifications and City of Liberty correspondence.

QUALITY OBJECTIVES

Gardner Construction Co., Inc and HHM Architects, Inc. perform all quality plan functions to achieve conformance with the City of Liberty requirements. Deviations are approved by the City of Liberty prior to implementation.

MANAGEMENT RESPONSIBILITIES

Responsible Authorities oversee the project to ensure issues are identified and recorded. Solutions are transmitted to and resolved by the proper functions and verified for effectiveness.

Management has empowered all employees to report nonconformances and request corrective or preventive action to prevent the occurrence of nonconformities relating to the project.

Gardner Construction's Project Executive has overall responsibility for the successful execution of the project, including conformity with City of Liberty requirements and meeting quality objectives.

HMJ Architect's Quality Manager is responsible for closing out corrective actions.

The City of Liberty primary contact is: tba

Gardner Construction Co., Inc. and HJM Architects, Inc.'s primary contact is: Bryan Gardner

CONTROL OF DOCUMENTS AND DATA

Documents are reviewed and approved prior to release and only the latest versions are available to users. Previous versions are stamped "Superseded" and legacy documents are segregated and retained for historical purposes.

CONTROL OF RECORDS

Records provide evidence of conformity to requirements and include any written or electronic piece of evidence that may be needed later to provide evidence of conformity to requirements.

RESOURCES

Project resources are discussed and allocated during Project Manager Review.

The sequence and interaction of processes has been determined and are controlled by specific work details. Workmanship standards are set for each process with appropriate data gathered and reviewed to ensure process effectiveness. Corrective and preventive actions taken ensure processes achieve desired results and continuously improve.

Gardner Construction Co., Inc. and HJM Architects, Inc. plans and carries out processes that include assurances that:

- Architectural/Engineering documents describe all work or service characteristics (drawings, materials and work specifications)
- Monitoring and measurement equipment, utilities and supplies are controlled by way of maintenance practices, skilled maintenance personnel and proper training use for operators, and by designating unapproved equipment, utilities and supplies with proper signage to prevent use.
- Monitoring and measuring devices and measurement instructions are available.
- Processes are controlled by monitoring of key parameters where applicable and by record of approval on applicable documentation.
- Production methods are controlled by way of training and documented work instructions.
- Release, delivery and post-delivery activities are controlled.
- The design and use of tooling is controlled so that measurements can be taken for critical items and key characteristics.
- Work details identify all necessary work steps.
- Work instructions reflect the requirements of any applicable reference standards, regulatory codes, quality plans and other documentation.
- Workmanship is controlled according to work instructions.

REQUIREMENTS

Gardner Construction Co., Inc. and HJM Architects, Inc. captures all requirements of the City of Liberty as well as any applicable statutory or regulatory requirements as part of the contract and project review. Requirements are reviewed to ensure that the Gardner Construction Co., Inc. and HJM Architects, Inc. have applicable capabilities prior to start of work on the project.

CUSTOMER COMMUNICATION

Gardner Construction Co., Inc. and HJM Architects, Inc. treats the City of Liberty communication as an important method of gaging its success and ability to meet City of Liberty requirements. The following communication methods are used within the Management process:

- City of Liberty feedback, including complaints, is recorded in the corrective action and improvement systems.
- Inquiries regarding the contract, deliverables, including amendments to the active contract, are routed to the Project Manager.
- Questions regarding product information are routed to the appropriate individual.

DESIGN AND DEVELOPMENT

Where applicable, Gardner Construction Co., Inc. and HJM Architects, Inc. specifies design and development resources and obtains the City of Liberty approval to satisfy requirements.

PURCHASING

Gardner Construction Co., Inc. accepts responsibility for the quality of products and services that are purchased from Suppliers including the City of Liberty designated sources. Gardner Construction Co., Inc. does not use the City of Liberty verification as evidence of effective control of quality by the Supplier.

PRODUCTION AND SERVICE PROVISION

The architectural/engineering drawings and technical documentation provide the requirements for all deliverables and services. In all cases, this includes criteria for acceptance/rejection; where this is not clear, HJM Architects, Inc. oversees clarification of these criteria with the City of Liberty.

Incoming materials are inspected to ensure they meet requirements before use and as a means of monitoring ongoing Supplier quality.

In-process inspections are conducted to ensure ongoing quality of work. These may be done randomly at the discretion of the Quality manager or via planned QC inspections according to work details.

Once all operations are complete, work undergoes final inspection to determine that all planned arrangements have been completed.

List of applicable drawings and technical documents applicable to this quality plan: (TBD)

IDENTIFICATION AND TRACEABILITY

All products are identified throughout the product life cycle. Other identification and traceability requirements are defined in project documents and/or job-specific documentation. QC stamps or registered initials of inspectors may also be used to identify acceptance of material or product. The Project Executive maintains a log of QC stamps and/or inspector initials.

CUSTOMER PROPERTY

The City of Liberty property is suitably identified to prevent unintended usage, and the City of Liberty's name is indicated on the property or related paperwork. If the property is designated by the City of Liberty for a specific use or order, the information is clearly indicated. All normal handling and protection measures are employed for the City of Liberty property as if it were owned by Gardner Construction Co., Inc. Damaged or missing City of Liberty property is reported to the City of Liberty for disposition and is processed through the Material Review Board system.

The City of Liberty property is controlled according to the contract requirements and applicable property and/or facility agreements.

PRESERVATION OF PRODUCT

Gardner Construction Co., Inc. and HJM Architects, Inc. prepares instructions for the proper handling, preservation, storage, packaging and shipping of supplies to protect quality and prevent damage, loss, deterioration, degradation or substitution of products.

CONTROL OF NONCONFORMANCES

All work that is found to be nonconforming against specified requirements are identified, documented, segregated (if possible), evaluated and dispositioned to prevent unintended use or delivery. Necessary actions are taken to contain the effect of the nonconformity on other work. This applies to incoming products or services (vendor-supplied), in-process deliverables or services, final deliverables or services and City of Liberty complaints.

MONITORING AND MEASURING

Gardner Construction Co., Inc. and HJM Architects, Inc. measures the output of the production process according to the City of Liberty requirements.

Monitoring and Measurement includes:

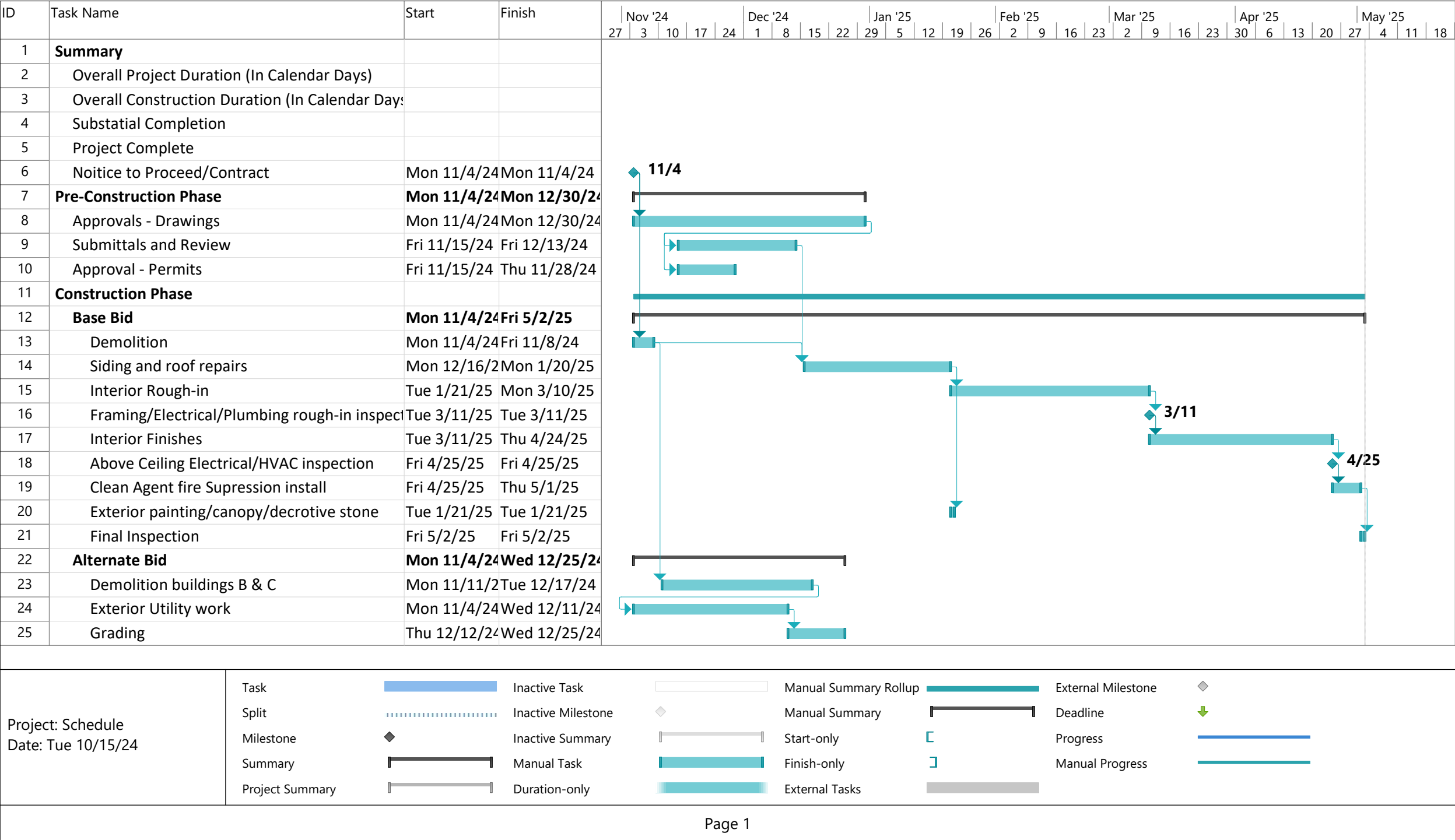
- References to controlling documents/procedures/specifications
- When required, hold points defined by the City of Liberty
- When required, measurement system analysis
- Where and when measurement and testing operations are performed

AUDITS

Internal quality audits are conducted to ensure ongoing compliance with requirements of the Gardner Construction Co., Inc. and HJM Architects, Inc. policies and procedures.

APPENDIX A

SCHEDULE



APPENDIX

DETAILED DRAWING



PROJECT: LIBERTY CITY RECORDS & STORAGE FACILITY

LOCATED AT:
427 MILL ST. LIBERTY, MO 64068



FIRM FIXED COST

Gardner Construction Company, Inc. - HJM Architects, Inc.

Conceptual Design Base Bid

This bid does include a bathroom that can be deducted from the bid price.

Firm Fixed cost: \$1,057,115.00

Conceptual Design Bid Alternate 2

Firm Fixed Cost: \$140,714.00

Exhibit B

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

Comes now Bryan Gardner as President first being duly sworn, on my oath,
(name) (office held)
affirm Gardner Construction Co., Inc. ("Company") is enrolled and will continue to participate in a federal work
(company name)
authorization program in respect to employees that will work in connection with the contracted
services related to 427 Mill St. City Records & Storage Facility (24-021) 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)

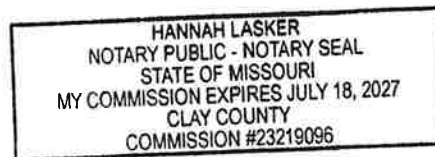
Bryan Gardner
Printed Name

President
Title

10/16/2024
Date

State of Missouri)
County of Clay) ss.

Subscribed and sworn to before me this 16 day of October, 2024



My commission expires:

07/18/2027

[Signature]
Notary Public

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

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

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

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

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

CONTRACTOR

By: Bryan Gardner
[signature]

Bryan Gardner
Print Name

Its: President
[list title]

34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section [536.010](#), that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of [chapter 536](#) and, if applicable, section [536.028](#). This section and [chapter 536](#) are nonseverable and if any of the powers vested with the general assembly pursuant to [chapter 536](#) to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.

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.

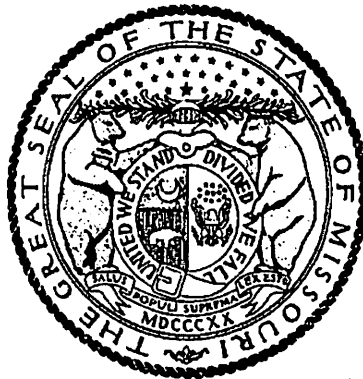
ARTICLE 3 – ENFORCEMENT

- 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):*

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

OWNER *(name and address):*

City of Liberty Missouri

101 E. Kansas St.

City of Liberty, Missouri 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

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

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

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)*:

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

OWNER *(name and address)*:

City of Liberty Missouri

101 E. Kansas St.

City of Liberty, Missouri 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

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

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

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:



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: **24-021**

PROJECT DESCRIPTION: **Design Build of City Records & Storage Facility**

PROJECT LOCATION: **City of Liberty, Missouri – 427 Mill St.**

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.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – GENERAL

SC 1.2.1.1 Add the following new paragraph immediately after Paragraph 1.2.1:

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

SC-1.2.9 Add the following language at the end of paragraph 1.2.9:

“Inclement weather is not considered as abnormal weather or an act of God. Extensions in Contract Time for abnormal weather shall be judged on the National Oceanic and Atmospheric Administration (NOAA) Local Climatological Data records for the area in which the project is being constructed. NOAA averages will be considered normal weather. Contractor shall be responsible for obtaining, preparing and presenting the appropriate weather data to support and substantiate Contractor’s request for an extension in Contract Time for abnormal weather.”

ARTICLE 2 – DESIGN BUILDER’S SERVICES AND RESPONSIBILITIES

SC-2.10.1 Amend the first sentence of paragraph 2.10.1 by replacing the words “one year” with the words “two years”.

SC-2.11 Add the following new section “CONDUCT OF DESIGN BUILDER’S EMPLOYEES” immediately after Section 2.10:

The Design Builder shall be responsible for the conduct of Design Builder’s employees and the employees of Subcontractors and suppliers on the Work site. The Design Builder shall take immediate steps to remedy any activity which may be construed as discriminatory or which creates a hostile Work environment. Activities covered by this provision include, but shall not be limited to, signs or language that is vulgar, profane, or racially or sexually derogatory.

SC-2.12 Add the following new section “WORKING DAYS AND HOURS” immediately after Section 2.11:

1. Regular working hours will be 7:00 AM to 5:00 PM
2. Owner's legal holidays are:
 - a) New Year’s Day
 - b) Martin Luther King Jr. Day
 - c) President’s Day
 - d) Memorial Day
 - e) Juneteenth
 - f) Independence Day
 - g) Labor Day
 - h) Veterans’ Day

- i) Thanksgiving Day
- j) Day after Thanksgiving
- k) Christmas Day

3. No Sunday work shall be allowed.

ARTICLE 3 – OWNER’S SERVICES AND RESPONSIBILITIES

SC 3.2.1.6 Delete Paragraphs 3.2.1.6 in its entirety and insert the following:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-3.4.1.1 Add the following new paragraphs immediately after Section 3.4.1:

The Resident Project Representative (RPR) will be Owner's representative at the Site, will act as directed by and under the supervision of Owner, and will confer with Owner regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Owner and Design Builder. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Design Builder.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Design Builder and consult with Owner concerning acceptability.
3. Conferences and Meetings: Attend meetings with Design Builder, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
 - a. Serve as Owner’s liaison with Design Builder. Working principally through Design Builder’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Owner in serving as Owner’s liaison with Design Builder when Design Builder’s operations affect Owner’s on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Design Builder clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Design Builder-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Design Builder, and notify Owner of availability of Samples for examination.

- c. Advise Owner and Design Builder of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Owner.
- 7. **Modifications:** Consider and evaluate Design Builder's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Owner. Transmit to Design Builder in writing decisions as issued by Owner.
- 8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Design Builder's work in progress to assist Owner in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Owner whenever RPR believes that any part of Design Builder's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. **Inspections, Tests, and System Start-ups:**
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Design Builder maintains adequate records thereof.
 - b. Observe, record, and report to Owner appropriate details relative to the test procedures and systems start-ups.
- 10. **Records:**
 - a. Prepare a daily report or keep a diary or log book, recording Design Builder's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Design Builders, Subcontractors, and major Suppliers of materials and equipment.
 - c. Maintain records for use in preparing Project documentation.
- 11. **Reports:**
 - a. Furnish to Owner periodic reports as required of progress of the Work and of Design Builder's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Owner proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Design Builder.
 - c. Immediately notify Owner of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
- 12. **Payment Requests:** Review applications for payment with Design Builder or for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Design Builder are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Owner for review and forwarding to Owner prior to payment for that part of the Work.
- 14. **Completion:**
 - a. Participate in Owner's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Owner's final visit to the Site to determine completion of the Work, in the company of Owner and Design Builder, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Owner concerning acceptance and issuance of the notice of acceptability of the work.
- 15. **The RPR shall not:**
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Design Builder, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Design Builder's work.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Design Builder.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Owner.
7. Accept Shop Drawing or Sample submittals from anyone other than Design Builder.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 5 – INSURANCE AND BONDS

SC-5.1.1.1 Add the following paragraph immediately after Paragraph 5.1.1:

Design Builder may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

The limits of liability for the insurance required by Paragraph 5.1.1 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>500,000</u>

2. Design Builder's Commercial General Liability

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury With employment exclusion deleted	\$ <u>2,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>

3. Automobile Liability:

Combined Single Limit of	\$ <u>2,000,000</u>
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4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>2,000,000</u>
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General Aggregate	\$ <u>2,000,000</u>
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5. Design Builder's Pollution Liability:

Each Occurrence	\$ <u>Not Applicable</u>
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General Aggregate	\$ <u>Not Applicable</u>
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If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: Owner

7. Design Builder's Professional Liability:

Each Claim	\$ <u>2,000,000</u>
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Annual Aggregate	\$ <u>2,000,000</u>
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ARTICLE 10 – CONTRACT ADJUSTMENTS AND DISPUTES

SC-10.3 Rename Section 10.3 from "Arbitration" to 'Dispute Resolutions'.

SC-10.3.1 Delete Paragraphs 10.3.1 in its entirety and insert the following:

SC-10.3.1: In the event of any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, both parties agree to waive a jury trial and try all issues to a circuit judge.

SC-10.3.2 Delete Paragraphs 10.3.2 in its entirety and insert the following:

SC-10.3.2: The award of the circuit judge shall be final and binding upon the parties. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

SC-10.3.3 Delete Paragraphs 10.3.3 in its entirety and insert the following:

SC-10.3.3: Design-Builder and Owner expressly agree that any dispute resolution pursuant to this Section 10.3 may be joined or consolidated with any dispute resolution involving any other person or entity (i) necessary to resolve the claim, dispute or controversy; or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

SC-10.3.4 Delete Paragraphs 10.3.4 in its entirety and insert the following:

SC-10.3.4: The prevailing party in any dispute resolution, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding circuit judge.

SC-10.6 Add the following new paragraph immediately after Section 10.5

SC-10.6 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 13 MISCELLANEOUS

SC 13.10 Add the following new paragraph "Tax Exemption" after Section 13.9

Owner is exempt from payment of sales and compensating use taxes of the State of Missouri and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Design Builder for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Design Builder, or to supplies or materials not incorporated into the Work.

SC 13.11 Add the following new paragraph "Prevailing Wage Laws" after Section 13.10

Design Builder, subcontractors and sub-subcontractors of all tier shall comply in all respects with the prevailing wage law as of the State of Missouri that apply to the work. The requirements of Missouri's prevailing wage law (Section 290.210 to 290.340, RSMo), prevailing wage law rules (8 CSR 30-3.010 to 8 CSR 30-3.060), Annual Wage Order issued by the Department of Labor and Industrial Relations, and any applicable Annual Incremental Wage Increases to the Annual Wage Order are hereby incorporated into this Subcontract and shall be collectively referred to as the "Prevailing Wage Requirements." Owner shall not be responsible for assisting in providing any required documentation necessary to demonstrate compliance with the prevailing wage requirements, but Owner reserves the right to investigate any complaint and to audit the payroll records of Design Builder, subcontractors and sub-subcontractors for the purpose of verifying compliance with the prevailing wage requirements, assessing statutory penalties for any violation, and/or withholding any sums due any workmen. Owner may elect to require Design Builder to demonstrate compliance with the prevailing wage requirements by it and its subcontractors of any tier prior to tendering any payment. Design Builder shall contractually require that its subcontractors and sub-subcontractors of any tier comply with this section to the same extent as Design Builder is required to comply and shall ensure that not less than the legally required rates are paid to all workmen employed in the construction of the work.

SC- 13.12 Add the following new paragraph "OSHA Requirements" after Section 13.11

Design Builder and each of its subcontractors and tier subcontractors of any level shall comply with RSMo. 292.675 and provide a ten-hour OSHA construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within 60 days of beginning work on such project.

SC- 13.13 Add the following new paragraph “E-Verify Requirements” after Section 13.12

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000.00) with a political subdivision of the State of Missouri must, as a condition to the award of any such contract, be enrolled in and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the Owner (to the extent allowed by E-Verify). Accordingly, Design Builder shall require all subcontractors and tier subcontractors, of any level, to affirm enrollment in such a federal work authorization program and shall require a sworn affidavit to that effect, which affidavit shall also state that the Subcontractor and its sub-subcontractors do not knowingly employ any person who is an unauthorized alien in connection with the services to be provided to the Owner in the form required by Owner, at any point during the term of the Contract, if requested by Owner.

SC- 13.14 Add the following new paragraph “Design Services” after Section 13.13

Design-Builder is not a licensed or authorized architect or engineer and Owner acknowledges that it is contracting with Design-Builder to merely furnish, but not to perform, design services. Owner further acknowledges that Design-Builder will subcontract all design services and such services shall be performed by licensed design professionals, duly authorized and registered to render such services in the state in which the Project is located. With this understanding, Owner waives any defense to an action by Design-Builder to enforce this Agreement which defense relates to Design-Builder’s authorization to render design services in the state in which the Project is located.

SC- 13.15 Add the following new paragraph “Recovery for Professional Errors” after Section 13.14

Owner agrees that Owner’s recovery for claims of professional errors and omissions (under contract, tort or any other theory of law) shall be limited to the amount recoverable from the design professionals retained by the Design-Builder, including errors and omissions insurance coverage carried by the Architect and the other design professionals retained by the Design-Builder, plus the Fee paid to the Design-Builder on the cost of those design services provided by Design-Builder. Owner shall be a third party beneficiary of the Agreement between Design-Builder and Architect or other design professionals retained by Design-Builder for purposes of recovering against Architect or those other design professionals for damages or losses of Owner caused by professional errors and omissions under this clause.

SC- 13.16 Add the following new paragraph “Tax Exempt Letter” after Section 13.15

The Owner, in order to take advantage of its tax exemption, shall provide the Design-Builder with a copy of its current Tax Exemption letter and shall execute and deliver to the Design-Builder an original Project Exemption Certificate for use by Design-Builder, Contractors, subcontractors, and suppliers in the purchase of materials, equipment and other property for the Project. The sales and/or use tax saved by use of Owner’s Tax Exemption will not be included in the Guaranteed Maximum Price established under this Agreement.

SC- 13.17 Add the following new paragraph “Indemnification from Sales Tax” after Section 13.16

The Owner agrees to defend, indemnify, and hold harmless Design-Builder, Contractors, subcontractors, and suppliers against any liability for sales tax, compensating use tax, interest, penalty, and attorney's fees incurred as a result of the failure to pay sales or use tax upon the value of materials, equipment or other property purchased by Design-Builder, Contractors, subcontractors, or suppliers in accordance with the procedure set forth in this Agreement. This indemnity shall survive the acceptance of final payment by Design-Builder or other termination of the Agreement.

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Article 1

General

1.1 Mutual Obligations.

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions.

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2022 Edition); DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition); DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement* (2022 Edition); or DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects* (2022 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the “Basis of Design Documents.” For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, for DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement*, the Basis of Design Documents are Owner’s Project Criteria, Design-Builder’s Proposal, and the Deviation List, if any. For DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects*, the Basis of Design Documents are Owner’s Project Criteria, Design-Builder’s Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder.

1.2.8 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under

Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.9 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.10 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition).

1.2.11 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.12 *GMP Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee With an Option for a Guaranteed Maximum Price* or with Section 2.3 of DBIA Document No. 544, *Progressive Design-Build Agreement*, or DBIA Document No. 545, *Progressive Design-Build Agreement for Water and Wastewater Projects*.

1.2.13 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.14 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.15 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.16 *Site* is the land or premises on which the Project is located.

1.2.17 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.18 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.19 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.20 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). Status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.2.2 Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work

prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

2.4.1.1 Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

2.4.1.2 On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.1.3 Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

2.4.1.4 If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including

those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim Design Submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-

Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way

to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. If the parties have opted in Section 11.1 of the Agreement to establish a limited time frame for the warranty set forth in this Section, the warranty in this section shall be limited to the time frame set forth in Section 11.1 of the Agreement. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-

Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim Design Submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract

Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims,

losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in

the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis

for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved

Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's

option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness, or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.3 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed

directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth in Sections 7.4.1 and 7.4.2 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

7.6 Limited Recourse.

7.6.1 None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy; or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during

the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Termination for Convenience.

11.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

11.6.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

11.6.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

11.6.1.3 The amount set forth in Article 8 of the Agreement.

11.6.2 If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall

also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the location of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future

performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.