Agenda

City Council Regular Session

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

I. Call to Order

II. Invocation and Pledge of Allegiance

A. Council Member Michael Hagan

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

VI. Meeting Schedule

VII. Consent Agenda

VIII. Public Hearings

A. Ordinance Amending Chapter 30, “Unified Development Ordinance”, of The Code of the City Of Liberty, Clay County, Missouri (P&Z Case 24-42A)

IX. Ordinances, Contracts and Resolutions

A. Ordinance Acknowledging Vendor Payments for the Period of November 8, 2024 to November 15, 2024

B. Resolution Approving a Preliminary Plat for the Enclave at Montage, Approximately 44.8 Acres on 104th Street near Liberty North High School, a subdivision of land In Liberty, Clay County, Missouri (P&Z Case 24-43PP)

C. Ordinance approving a contract with Myrick Mechanical for FY 2025 City-Wide HVAC preventative maintenance and on-call services in an amount not to exceed $125,000.00

D. Ordinance approving a guaranteed pricing agreement with Brady Industries for FY 2025 city-wide purchase and delivery of custodial supplies in an amount not to exceed $53,000.00

X. Other Business

XI. Citizens' Participation

XII. Miscellaneous Matters from City Administrator

XIII. Miscellaneous Matters from Mayor and City Council

XIV. Adjournment

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

STAFF REPORT

Planning and Zoning Case #24-42A

Staff: Katherine Sharp, Director of Planning and Development

Date: November 25, 2024

GENERAL INFORMATION

Application: Amendments to the Unified Development Ordinance (UDO) to allow metal siding on Barndominiums on large, unplatted lots in certain zoning districts.

UDO Section 30-97.1, Development and design standards, buildings and structures
UDO Section 30-17, Definitions

HISTORY

The Unified Development Ordinance (UDO) was approved in April 2005. A change to the UDO requires a public hearing at Planning Commission and City Council. In 2018 the City Council approved Ordinance 10946 changing the UDO allowing for metal siding on agricultural and accessory buildings on lots greater than 3 acres in size. Due to requests from citizens, staff is proposing another amendment to allow metal siding on "barndominiums", a barn-style, shop home on large, unplatted lots.

The original language as it exists in the UDO is seen in black type, a ~~strikethrough~~ indicates a proposed language removal and red type represents the proposed change.

PROPOSED ORDINANCE – METAL SIDING ON BARN HOMES ON RURAL PROPERTIES

In **Section 30-97.1** the UDO addresses the design standards for buildings in the City limits. Currently, all residential buildings must have residential siding such as cement fiber board, vinyl, wood, stucco, brick, stone, engineered wood, and EFIS. At present, metal siding such as a corrugated metals or board and batten metal sheets are not allowed on residential structures. Staff has been asked to propose an amendment to the city code to allow metal siding on Barndominium style homes in rural areas.

UDO Section 30-17, Definitions

Barndominium: A residential structure that combines a barn-like exterior with a residential interior and may include up to 50 percent of the total building footprint as shop or barn space. This shall not include container homes or Quonset huts.

UDO Section 30-97.1, Development and design standards, buildings and structures

(2) Buildings shall be constructed of quality materials such as brick, stone, articulated block, stucco,

E.I.F.S. or composite lap siding. Pre-fabricated metal panels shall not be allowed for exterior sheathing material except for agricultural buildings within agricultural districts, accessory structures on residential lots greater than three (3) acres in size, and in districts M-1 and M-2. Exceptions may be granted at the discretion of the Planning & Development Director for Barndominium homes on unplatted lots, 15 acres in size or greater in districts A and R-1A.

RECOMMENDATION

Legal Counsel has reviewed this code amendment and Staff recommends approval of P&Z Case 24-42A.

PZ RECOMMENDATION

At its November 13, 2024 meeting, the Planning Commission voted 7-0-0 to recommend approval of P&Z Case 24-42A as presented in the staff report.

ATTACHMENTS

Exhibit A: PZ Minutes Excerpt

Exhibit B: Ordinance

A. PZ Case 24-42A: Amendments to the Unified Development Ordinance (UDO) to allow metal siding on Barndominiums on large, unplatted lots in certain zoning districts.

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

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

Commissioner Personett asked whether the 50% limitation for the non-residential use area was based on the footprint of the structure or on square footage of useable space. For instance, if a home is two stories tall, does that calculation take into consideration the second story of the building? Ms. Sharp stated that the intent was to limit the non-residential use area based on the building's footprint, and that the proposed definition should include that distinction. Chairman Rosekrans noted that this change could be made as part of the Commission's motion to be considered by City Council.

Commissioner Dilts asked whether the proposed amendment would regulate the use of the non-residential space. Ms. Sharp stated that this code change would only change the exterior materials on the building not the use. She added that the state's recent changes to home-based business regulations makes it difficult to limit home-based businesses, and that such a business must become a formal nuisance as identified in the Nuisance Code for action to be taken.

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.

Doug Walker, 17403 Route H, Liberty, MO, introduced himself to the Commission. Mr. Walker applied for a building permit for a barndominium some months ago and was initially denied based on the proposed use of metal siding. Mr. Walker was in favor of the proposed amendments to the Code noting the cost effectiveness of the materials, the maintenance associated, and the improved quality of such materials from years prior. Mr. Walker agrees that the definition of a barndominium should specify that the non-residential space is limited to 50% of the structure's footprint, but felt that the minimum lot size of 15 acres may be too large. Mr. Walker noted that his barndominium's non-residential space would be used to store a number of personal vehicles and equipment to be used on his large property.

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

Commissioner Dilts asked why barndominiums with metal siding would be limited to properties greater than 15 acres in area. Ms. Sharp stated that lots greater than 15 acres are exempt from the City's typical platting requirements. This limitation is intended to prohibit barndominiums with metal siding in residential subdivisions. She said people could still build the barn-style of home on smaller properties, they would just be limited to residential siding instead of metal.

Chairman Rosekrans asked if the commission had any further questions for staff. 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 an amendment to add, "of the total building footprint as" after "50 percent" within the proposed definition for Barndominium, Commissioner Dilts seconded the motion.

Vote: Motion passed 7-0-0
Yes: All
No: None
Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, November 25, 2024.

Document No._____________ P&Z Case No. 24-42A

ORDINANCE NO. ___________

AN ORDINANCE AMENDING CHAPTER 30, "UNIFIED DEVELOPMENT ORDINANCE", OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

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

SECTION I

That Section 30-97.1 – Development and design standards, buildings and structures., of the City Code of the City of Liberty, Missouri is hereby amended as follows:

Replace:

Sec. 30-97.1. Development and design standards, buildings and structures.

To promote quality design and sustainability, buildings in all zoning districts shall be designed and situated in accordance with the following standards:

(1) Wherever possible, buildings should be built to the street and the primary facade of a building shall face the public street upon which the building is addressed.

(2) Buildings shall be constructed of quality materials such as brick, stone, articulated block, stucco, E.I.F.S. or composite lap siding. Pre-fabricated metal panels shall not be allowed for exterior sheathing material except for agricultural buildings within agricultural districts, accessory structures on residential lots greater than three (3) acres in size, and in districts M-1 and M-2.

(3) Wherever possible, entryways and windows shall be articulated on all elevations to create a welcoming image. Windows located on the primary facade, including display windows, transoms, and entry doors shall be transparent or designed to allow visual access through the building.

(4) All sides of a building shall have similar architectural details. Blank walls shall be avoided. Uninterrupted elevations shall be broken up with architectural details and blank walls shall be avoided.

(5) Accessory structures and retaining walls shall be designed to complement the primary structure and overall site design.

(6) Where multiple commercial buildings are located on the same lot, twenty (20) feet of separation shall be provided between all buildings. This area shall be landscaped and used to provide amenity to users of the site.

(7) Buildings shall be sited in a manner to preserve natural vistas or streetscapes.

With the following:

Sec. 30-97.1. Development and design standards, buildings and structures.

To promote quality design and sustainability, buildings in all zoning districts shall be designed and situated in accordance with the following standards:

(1) Wherever possible, buildings should be built to the street and the primary facade of a building shall face the public street upon which the building is addressed.

(2) Buildings shall be constructed of quality materials such as brick, stone, articulated block, stucco, E.I.F.S. or composite lap siding. Pre-fabricated metal panels shall not be allowed for exterior sheathing material except for agricultural buildings within agricultural districts, accessory structures on residential lots greater than three (3) acres in size, and in districts M-1 and M-2. Exceptions may be granted at the discretion of the Planning & Development Director for Barndominium homes on unplatted lots, 15 acres in size or greater in districts A and R-1A.

(3) Wherever possible, entryways and windows shall be articulated on all elevations to create a welcoming image. Windows located on the primary facade, including display windows, transoms, and entry doors shall be transparent or designed to allow visual access through the building.

(4) All sides of a building shall have similar architectural details. Blank walls shall be avoided. Uninterrupted elevations shall be broken up with architectural details and blank walls shall be avoided.

(5) Accessory structures and retaining walls shall be designed to complement the primary structure and overall site design.

(6) Where multiple commercial buildings are located on the same lot, twenty (20) feet of separation shall be provided between all buildings. This area shall be landscaped and used to provide amenity to users of the site.

(7) Buildings shall be sited in a manner to preserve natural vistas or streetscapes.

That Section 30-17 – Definitions., of the City Code of the City of Liberty, Missouri is hereby amended to add the definition for a Barndominium as follows:

UDO Section 30-17, Definitions

Barndominium.	A residential structure that combines a barn-like exterior with a residential interior and may include up to 50 percent of the total building footprint as shop or barn space. This shall not include container homes or Quonset huts.

SECTION II

The City Council finds and declares that, prior to any action on the amendment herein described, all requirements pertaining to notices and hearings have been fulfilled.

ORDINANCE NO. __________ (CONT.)

SECTION III

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

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 November 8, 2024 to November 15, 2024

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

The attached lists of vendor checks as drawn by the finance director is hereby acknowledged, in the amounts and to the persons as listed. Said report is hereby incorporated by reference as part of this ordinance. Total disbursements by individual fund is also hereby acknowledged as listed below:

FUND NAME	FUND NUMBER		AMOUNT
GENERAL OPERATING FUND	100	$	35,595.87
LIMITED CAPITAL FUND	350	$	13,046.25
TIF-BLUE JAY CROSSING	709	$	41,875.44
LIBERTY CORNERS CID	605	$	42,310.65
CAPTIAL SALES TAX FUND	351	$	134,556.15
ECO/DEVO SALES TAX FUND	354	$	37,020.67
PARKS FUND	460	$	1,247.44
SPORTS COMPLEX FUND	461	$	3,182.71
COMMUNITY CENTER FUND	465	$	7,931.23
TRANSIENT GUEST TAX FUND	244	$	8,267.80
WATER OPERATING FUND	590	$	13,257.26
WASTEWATER OPERATING FUND	591	$	8,796.61
SOLID WASTE FUND	595	$	69.40
PAYROLL CHECKS & BENEFITS	11/15/24	$	913,118.23
TOTAL APPROPRIATIONS		**$**	**1,260,275.71**

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

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

APPROVED by the Mayor this 25th day of November, 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

November 15, 2024

AP List Checks Invoices

Check Type: All; **Check Date between:** 11/14/2024 and 11/15/2024;

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										
188364; 11/15/2024; Outstanding; null										
	147	GUILD COLLECTIVE	3567	11/01/2024	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	Google Ads - November	$ 2,250.00
CHECK TOTAL FOR CHECK NUMBER 188364										**$ 2,250.00**
188365; 11/15/2024; Outstanding; null										
	147	GUILD COLLECTIVE	3566	11/01/2024	TRNST GST TX-PO		244-55009-119-000000	CONSULTING SRVCS - WAYFINDING	Retainer - Visit Liberty Marketing	$ 4,925.00
CHECK TOTAL FOR CHECK NUMBER 188365										**$ 4,925.00**
188366; 11/15/2024; Outstanding; null										
	615	ERIKA BRANT	10/29-10/30/24	11/08/2024	FINANCE		460-54003-400-000000	MEALS PER DIEM	MDC Partners Roundtable	$ 261.36
CHECK TOTAL FOR CHECK NUMBER 188366										**$ 261.36**
188367; 11/15/2024; Cleared; 11/15/2024										
	617	STAR DEVELOPMENT CORP	NOV2024	11/08/2024	NONE		709-55048-613-000000	DEVELOPER REIMBURSEMENT	NOV 2024 PYMT	$ 41,875.44
CHECK TOTAL FOR CHECK NUMBER 188367										**$ 41,875.44**
188368; 11/15/2024; Outstanding; null										
	634	USABLUEBOOK	INV00512152	10/14/2024	UTILITIES		591-53010-902-000000	LAB SUPPLIES	WWTP - Lab Supplies	$ 5,238.30
CHECK TOTAL FOR CHECK NUMBER 188368										**$ 5,238.30**
188369; 11/15/2024; Outstanding; null										
	728	CHERRYROAD MEDIA INC	211335	10/31/2024	PARKS & RECREATION		465-55028-420-000000	ADVERTISING	3rd Shift Custodial Bid Advertisement	$ 14.48
CHECK TOTAL FOR CHECK NUMBER 188369										**$ 14.48**
188370; 11/15/2024; Outstanding; null										
Liberty City Hall Police and MEP Study - Phase 1	906	HOEFER WELKER, LLC	1248201-1	10/31/2024	PUB WRKS-PO		354-59026-610-000000	MISCELLANEOUS EXPENSES	Contract for architectural study with Hoefer Welker	$ 37,020.67
CHECK TOTAL FOR CHECK NUMBER 188370										**$ 37,020.67**

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

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										
188371; 11/15/2024; Outstanding; null										
	4763	PRINTING UNLIMITED	71686	10/31/2024	PR & COMMUNICATI ON		100-53032-113-00000 0	OUTSIDE PRINTING	Utility Bill Insert - October	$ 688.40
	4763	PRINTING UNLIMITED	71705	11/07/2024	PARKS & RECREATION		461-53000-451-0000 00	GENERAL SUPPLIES	Connor and Johnston Business Cards	$ 141.00
	4763	PRINTING UNLIMITED	71705	11/07/2024	PARKS & RECREATION		465-53032-420-0000 00	OUTSIDE PRINTING	Gaines and Schmidt Business Cards	$ 141.00
	4763	PRINTING UNLIMITED	71705	11/07/2024	PARKS & RECREATION		460-53008-403-0000 00	MAINTENANCE MATERIALS	Shadid and Vassmer Business Cards	$ 141.00
	4763	PRINTING UNLIMITED	71705	11/07/2024	PARKS & RECREATION		100-55028-483-0000 00	ADVERTISING	Thomas Business Cards	$ 70.50
	4763	PRINTING UNLIMITED	71705	11/07/2024	PARKS & RECREATION		100-55028-480-0000 00	ADVERTISING	Kellerstrass Business Cards	$ 70.50
CHECK TOTAL FOR CHECK NUMBER 188371										**$ 1,252.40**
188372; 11/15/2024; Outstanding; null										
	4991	CINTAS FIRST AID & SAFETY	5238195405	11/05/2024	HR & RISK MGMT		100-53008-160-0000 00	MAINTENANCE MATERIALS	Cintas First Aid Supplies	$ 388.38
CHECK TOTAL FOR CHECK NUMBER 188372										**$ 388.38**
188373; 11/15/2024; Outstanding; null										
	5066	TYLER TECHNOLOGIES-INCODE DIV	025-484031	11/01/2024	TECH & LOGISTICS		100-57030-170-0000 00	SOFTWARE MAINTENANCE	incode court online	$ 175.00
CHECK TOTAL FOR CHECK NUMBER 188373										**$ 175.00**

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

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										
188374; 11/15/2024; Outstanding; null										
	5394	GALL'S INC	029533931	11/02/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 115.00
	5394	GALL'S INC	029533882	11/02/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 59.84
	5394	GALL'S INC	029549113	11/04/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 16.84
	5394	GALL'S INC	029541522	11/04/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 124.69
CHECK TOTAL FOR CHECK NUMBER 188374										**$ 316.37**
188375; 11/15/2024; Outstanding; null										
	5621	UNITE PRIVATE NETWORKS LLC	SI-24-038448	11/01/2024	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	fiber	$ 7,730.38
CHECK TOTAL FOR CHECK NUMBER 188375										**$ 7,730.38**
188376; 11/15/2024; Cleared; 11/15/2024										
	6085	BRIXMOR SPE 5 LLC	NOV2024	11/08/2024	NONE		605-55044-618-000000	MISCELLANEOUS FEES	NOV 2024 PYMT	$ 42,041.15
	6085	BRIXMOR SPE 5 LLC	NOV2024	11/08/2024	NONE		605-55008-618-000000	ADMINISTRATIVE FEES	NOV ADMIN FEE	$ 269.50
	6085	BRIXMOR SPE 5 LLC	NOV2024	11/08/2024	NONE		100-48028-000-000000	TIF ADMINISTRATIVE FEE	NOV ADMIN FEE	$ (269.50)
CHECK TOTAL FOR CHECK NUMBER 188376										**$ 42,041.15**
188377; 11/15/2024; Outstanding; null										
	6100	MOAZ CONSTRUCTION INC	142	11/06/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Concrete - 1044 Poplar	$ 3,380.98
	6100	MOAZ CONSTRUCTION INC	142	11/06/2024	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Concrete - 1044 Poplar	$ 3,380.97
CHECK TOTAL FOR CHECK NUMBER 188377										**$ 6,761.95**

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

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188378; 11/15/2024; Outstanding; null										
Annual Subscription	6221	GOVWATCH LLC	110274	10/24/2024	ADMINISTRATION		100-59026-100-000000	MISCELLANEOUS EXPENSES	Advanced Annual Subscription	$ 2,000.00
CHECK TOTAL FOR CHECK NUMBER 188378										$ 2,000.00
188379; 11/15/2024; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002879314	11/06/2024	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	$ 28.59
CHECK TOTAL FOR CHECK NUMBER 188379										$ 28.59
188380; 11/15/2024; Outstanding; null										
	6320	CHUCK ANDERSON FORD INC	FOCS181644	10/10/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	205 Exhaust Pipe	$ 169.31
CHECK TOTAL FOR CHECK NUMBER 188380										$ 169.31
188381; 11/15/2024; Outstanding; null										
	8060	FLUID EQUIPMENT CO INC	5607802	11/05/2024	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	Clarifier Troubleshoot	$ 7,777.50
CHECK TOTAL FOR CHECK NUMBER 188381										$ 7,777.50
188382; 11/15/2024; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST435856	11/06/2024	PLANNING & DVLP		100-53031-150-000000	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	$ 100.22
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST435856	11/06/2024	PLANNING & DVLP		100-53031-201-000000	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	$ 100.21
CHECK TOTAL FOR CHECK NUMBER 188382										$ 200.43
188383; 11/15/2024; Outstanding; null										
	999999	Echo Hartley	2280135	11/07/2024	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Basketball Refund	$ 115.00
CHECK TOTAL FOR CHECK NUMBER 188383										$ 115.00

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

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										
188384; 11/15/2024; Outstanding; null										
	12	R. JOEL REINOEHL	NP002	11/13/2024	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Nicky's Pizza Disc Golf Sponorship	$ 100.00
CHECK TOTAL FOR CHECK NUMBER 188384										$ 100.00
188385; 11/15/2024; Outstanding; null										
	81	BRADY INDUSTRIES OF KANS	9440716	11/11/2024	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	2024 CITYWIDE CUSTODIAL	$ 858.24
	81	BRADY INDUSTRIES OF KANS	8948988	06/12/2024	PUBLIC WORKS		100-57020-202-0000 00	FACILITIES MAINTENANCE		$ 848.35
CHECK TOTAL FOR CHECK NUMBER 188385										$ 1,706.59
188386; 11/15/2024; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11313	11/01/2024	POLICE		100-55044-501-0000 00	MISCELLANEOUS FEES	Intake Processing, DNA Sample, Lab Exam	$ 309.10
CHECK TOTAL FOR CHECK NUMBER 188386										$ 309.10
188387; 11/15/2024; Outstanding; null										
	186	PRIDE CLEANERS MJV-A LLC	333472-10312 4	10/31/2024	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	October Uniform Cleaning	$ 307.99
	186	PRIDE CLEANERS MJV-A LLC	168997-10312 4	10/31/2024	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	October Jail Laundry	$ 117.66
CHECK TOTAL FOR CHECK NUMBER 188387										$ 425.65
188388; 11/15/2024; Outstanding; null										
	192	LIFE FITNESS, LLC	7845149	11/05/2024	PARKS & RECREATION		465-57018-420-0000 00	MISC EQUIPMENT MAINT	upholstery for equipment	$ 882.76
	192	LIFE FITNESS, LLC	7845166	11/05/2024	PARKS & RECREATION		465-57018-420-0000 00	MISC EQUIPMENT MAINT	Torso rotation pin	$ 57.27
	192	LIFE FITNESS, LLC	7841601	10/31/2024	PARKS & RECREATION		465-57018-420-0000 00	MISC EQUIPMENT MAINT	hip extension pad	$ 92.84
CHECK TOTAL FOR CHECK NUMBER 188388										$ 1,032.87

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

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188389; 11/15/2024; Outstanding; null										
	314	RICOH USA, INC	5070389253	11/01/2024	FIRE		100-53031-300-0000 00	COPIER LEASE & USAGE	Fire copier usage	$ 166.76
CHECK TOTAL FOR CHECK NUMBER 188389										**$ 166.76**
188390; 11/15/2024; Outstanding; null										
	337	COLD SOLUTIONS AT RUSH CREEK	1360	10/22/2024	PUBLIC WORKS		100-55032-202-0000 00	REFUSE COLLECTION FEES	Cold Storage Rent - November	$ 1,800.00
CHECK TOTAL FOR CHECK NUMBER 188390										**$ 1,800.00**
188391; 11/15/2024; Outstanding; null										
	342	CANON FINANCIAL SERVICES, INC	36189683	11/11/2024	PUBLIC WORKS		100-53031-150-0000 00	COPIER LEASE & USAGE	Canon - November 2024 Lease	$ 76.00
	342	CANON FINANCIAL SERVICES, INC	36189683	11/11/2024	PUBLIC WORKS		100-53031-201-0000 00	COPIER LEASE & USAGE	Canon - November 2024 Lease	$ 76.00
CHECK TOTAL FOR CHECK NUMBER 188391										**$ 152.00**
188392; 11/15/2024; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	JULY/ AUGUST 202	11/13/2024	POLICE		100-55044-501-0000 00	MISCELLANEOUS FEES	Police Peer Support Services	$ 720.00
	367	CLINICAL COUNSELING ASSOC	SEPT/OCT 2024	11/13/2024	POLICE		100-55044-501-0000 00	MISCELLANEOUS FEES	Police Peer Support Services	$ 720.00
CHECK TOTAL FOR CHECK NUMBER 188392										**$ 1,440.00**
188393; 11/15/2024; Outstanding; null										
	415	CRAWFORD, MURPHY & TILLY INC	0238939	10/21/2024	PUB WRKS-PO		351-70020-201-0000 00	CONSTRUCTION CONTRACT	Price for Task Order	$ 8,006.62
CHECK TOTAL FOR CHECK NUMBER 188393										**$ 8,006.62**
188394; 11/15/2024; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	11/12/2024	11/12/2024	PARKS & RECREATION		460-51000-400-0000 00	REGULAR		$ 80.00
CHECK TOTAL FOR CHECK NUMBER 188394										**$ 80.00**

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

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										
188395; 11/15/2024; Outstanding; null										
	669	MYRICK MECHANICAL	2262	09/17/2024	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	City Hall HVAC	$ 251.00
	669	MYRICK MECHANICAL	2278	09/24/2024	PUBLIC WORKS		100-57019-203-000000	BUILDING MAINTENANCE	ST PMI	$ 512.00
CHECK TOTAL FOR CHECK NUMBER 188395										**$ 763.00**
188396; 11/15/2024; Outstanding; null										
	794	INCO USA, LLC	5	10/21/2024	PUB WRKS-PO	Retention Payment	351-20003-000-000000	RETAINAGE PAYABLE	RETAINAGE PAYOUT	$ 4,506.65
CHECK TOTAL FOR CHECK NUMBER 188396										**$ 4,506.65**
188397; 11/15/2024; Outstanding; null										
	829	LEAVENWORTH EXCAVATING &	1	10/30/2024	PUB WRKS-PO		351-70023-201-000000	PROJECT CONTINGENCIES	PW MOSS/210 GUARDRAIL	$ 114,769.15
	829	LEAVENWORTH EXCAVATING &	1	10/30/2024	PUB WRKS-PO		351-20003-000-000000	RETAINAGE PAYABLE	RETAINAGE	$ (5,738.46)
CHECK TOTAL FOR CHECK NUMBER 188397										**$ 109,030.69**

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										
188398; 11/15/2024; Outstanding; null										
	957	VANCE BROTHERS, LLC	ZH00030934	09/12/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	$ 210.45
	957	VANCE BROTHERS, LLC	IG00027310	09/16/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	$ 677.71
	957	VANCE BROTHERS, LLC	IG00027336	09/17/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	$ 732.00
	957	VANCE BROTHERS, LLC	IG00027406	09/19/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	$ 735.05
	957	VANCE BROTHERS, LLC	IG00028303	11/06/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Sunset/ Windsor/Creekwood/ Easy St/ Landmark	$ 669.12
	957	VANCE BROTHERS, LLC	IG00028333	11/07/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Lynwood	$ 727.21
	957	VANCE BROTHERS, LLC	IG00026746	08/15/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	$ 732.00
CHECK TOTAL FOR CHECK NUMBER 188398										**$ 4,483.54**
188399; 11/15/2024; Outstanding; null										
	957	VANCE BROTHERS, LLC	ZH00030806	08/29/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	$ 213.50
CHECK TOTAL FOR CHECK NUMBER 188399										**$ 213.50**
188400; 11/15/2024; Outstanding; null										
	1431	CRAFCO INC	9403281336	09/05/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	ST POLYFLEX SEALANT	$ 1,638.00
	1431	CRAFCO INC	9403282577	09/06/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	ST POLYFLEX SEALANT	$ 1,638.00
CHECK TOTAL FOR CHECK NUMBER 188400										**$ 3,276.00**
188401; 11/15/2024; Outstanding; null										
	1743	KONE ELEVATOR INC	921666417	11/13/2024	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Battery replacement and installation for elevator LCC	$ 900.00
CHECK TOTAL FOR CHECK NUMBER 188401										**$ 900.00**

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

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										
188402; 11/15/2024; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85453994	08/16/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 693.23
CHECK TOTAL FOR CHECK NUMBER 188402										$ 693.23
188403; 11/15/2024; Outstanding; null										
	2767	K C WINWATER WORKS CO	335039-02	11/05/2024	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory - Part #065	$ 1,960.00
CHECK TOTAL FOR CHECK NUMBER 188403										$ 1,960.00
188404; 11/15/2024; Outstanding; null										
	2795	BARTS ELECTRIC CO INC	29328	11/13/2024	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	Recepticles in mother's lounge - City Hall	$ 261.37
CHECK TOTAL FOR CHECK NUMBER 188404										$ 261.37
188405; 11/15/2024; Outstanding; null										
	2879	L-L TOWING CO	88126	11/08/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Fire #611 tow	$ 370.00
	2879	L-L TOWING CO	87417	05/09/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Fire #605 tow	$ 605.00
	2879	L-L TOWING CO	87408	05/08/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Fire #605 tow	$ 655.00
CHECK TOTAL FOR CHECK NUMBER 188405										$ 1,630.00
188406; 11/15/2024; Outstanding; null										
	3993	CREATIVE CARNIVALS & EVENTS	12072024	11/13/2024	TRANSIENT GUEST TAX		244-59011-119-000000	HOMETOWN HOLIDAYS	This is an addition to the original Creative Carnivals payment I submitted. We ended up having money left over in our budget and decided to add face painters to the event.	$ 750.00
CHECK TOTAL FOR CHECK NUMBER 188406										$ 750.00

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

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										
188407; 11/15/2024; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	28058	09/08/2024	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	Gravel/Rock	$ 535.12
	4693	LIBERTY AGGREGATES LLC	11704	10/31/2024	PARKS & RECREATION		461-70016-451-000000	BUILDING IMPROVEMENTS	rock for 5 plex	$ 1,836.06
CHECK TOTAL FOR CHECK NUMBER 188407										**$ 2,371.18**
188408; 11/15/2024; Outstanding; null										
	4807	GENE'S CLEANERS	11-1-24	11/01/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniform cleaning	$ 237.75
CHECK TOTAL FOR CHECK NUMBER 188408										**$ 237.75**
188409; 11/15/2024; Outstanding; null										
	5056	OZARK HARLEY-DAVIDSON, INC	11/13/2024	11/12/2024	POLICE		100-60008-501-000000	EQUIPMENT LEASE	Motorcycle Purchase	$ 4,250.00
	5056	OZARK HARLEY-DAVIDSON, INC	11/13/2024	11/12/2024	POLICE		100-70000-501-000000	VEHICLES	Motorcycle Purchase	$ 5,750.00
CHECK TOTAL FOR CHECK NUMBER 188409										**$ 10,000.00**
188410; 11/15/2024; Outstanding; null										
	5257	NATHAN JONES	11/12/2024	11/12/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 57.00
	5257	NATHAN JONES	11/12/2024	11/12/2024	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		$ 26.00
CHECK TOTAL FOR CHECK NUMBER 188410										**$ 83.00**

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

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										
188411; 11/15/2024; Outstanding; null										
	5268	IDEKER INC	25004	06/14/2024	PARKS & RECREATION		461-70016-451-000000	BUILDING IMPROVEMENTS	small rock for batting cages	$ 382.00
	5268	IDEKER INC	25538	08/27/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	ST Base	$ 542.92
	5268	IDEKER INC	25526	08/23/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	ST ASPHALT	$ 1,196.16
	5268	IDEKER INC	24915	06/05/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Misc Asphalt	$ 280.50
	5268	IDEKER INC	24912	06/04/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Misc Asphalt	$ 884.40
	5268	IDEKER INC	24911	06/03/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Misc Asphalt	$ 1,110.45
	5268	IDEKER INC	25205	07/17/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Clean Winterset	$ 175.60
CHECK TOTAL FOR CHECK NUMBER 188411										**$ 4,572.03**
188412; 11/15/2024; Outstanding; null										
	5271	CHAD HAWKINS	11/18-11/21/24	11/13/2024	FINANCE		100-54000-501-000000	TRAINING TRAVEL	Homicide Investigations	$ 238.00
CHECK TOTAL FOR CHECK NUMBER 188412										**$ 238.00**

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

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										
188413; 11/15/2024; Outstanding; null										
	5394	GALL'S INC	029567200	11/06/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	$ 15.72
	5394	GALL'S INC	029581403	11/07/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	$ 78.20
	5394	GALL'S INC	029578416	11/07/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	$ 78.66
	5394	GALL'S INC	029578414	11/07/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	$ 32.23
	5394	GALL'S INC	029578413	11/07/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	$ 32.23
	5394	GALL'S INC	029577568	11/07/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	$ 202.95
CHECK TOTAL FOR CHECK NUMBER 188413										**$ 439.99**
188414; 11/15/2024; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	5419	11/04/2024	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Mulch Pants	$ 89.99
CHECK TOTAL FOR CHECK NUMBER 188414										**$ 89.99**
188415; 11/15/2024; Outstanding; null										
	5680	LAUREL SHOGER	11/12/2024	11/12/2024	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		$ 133.00
	5680	LAUREL SHOGER	11/12/2024	11/12/2024	PARKS & RECREATION		465-55054-410-0000 00	SWIM TEAM BASICS		$ 20.00
	5680	LAUREL SHOGER	11/12/2024	11/12/2024	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		$ 70.50
CHECK TOTAL FOR CHECK NUMBER 188415										**$ 223.50**
188416; 11/15/2024; Outstanding; null										
	5909	PERSONAL TOUCH ENGRAVING	39767	11/11/2024	PARKS & RECREATION		460-59002-400-0000 00	CHARITABLE FUND EXPENSES	Plaque for Stocksdale Family Donation	$ 645.08
CHECK TOTAL FOR CHECK NUMBER 188416										**$ 645.08**

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

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188417; 11/15/2024; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	542318886	11/10/2024	PARKS & RECREATION		100-57012-483-0000 00	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	$ 409.72
	5910	KONICA MINOLTA BUSINESS SOLUTI	542318886	11/10/2024	PARKS & RECREATION		465-57012-420-0000 00	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	$ 409.73
CHECK TOTAL FOR CHECK NUMBER 188417										**$ 819.45**
188418; 11/15/2024; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4075262	10/28/2024	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	$ 561.75
	6014	ZOLL MEDICAL CORPORATION	4075775	10/29/2024	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	$ 103.32
	6014	ZOLL MEDICAL CORPORATION	4075790	10/29/2024	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	$ 825.63
CHECK TOTAL FOR CHECK NUMBER 188418										**$ 1,490.70**
188419; 11/15/2024; Outstanding; null										
	6018	HDR ENGINEERING INC	1200668943	11/12/2024	PUB WRKS-PO		350-70017-203-0000 00	ENGINEERING DESIGN	PW SHEPHERD ROAD STUDY	$ 13,046.25
CHECK TOTAL FOR CHECK NUMBER 188419										**$ 13,046.25**
188420; 11/15/2024; Outstanding; null										
	6030	REJIS COMMISSION	542616	11/08/2024	ADMINISTRATI ON		100-55044-116-0000 00	MISCELLANEOUS FEES	Mobile Ticketing Interface	$ 153.00
CHECK TOTAL FOR CHECK NUMBER 188420										**$ 153.00**
188421; 11/15/2024; Outstanding; null										
	6123	GT DISTRIBUTORS INC	INV1021973	11/01/2024	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Tourniquet Pouches/ Handcuff Pouches	$ 570.50
CHECK TOTAL FOR CHECK NUMBER 188421										**$ 570.50**
188422; 11/15/2024; Outstanding; null										
	6202	MADDEN MEDIA	2024-026583	10/31/2024	TRANSIENT GUEST TAX		244-55028-119-0000 00	ADVERTISING	Madden Media SEM Ads - October	$ 342.80
CHECK TOTAL FOR CHECK NUMBER 188422										**$ 342.80**

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

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188423; 11/15/2024; Outstanding; null										
	6469	BRINK'S INCORPORATED	12766714	11/01/2024	FINANCE		100-55013-130-000000	FINANCIAL SERVICES	Brinks Courier Service	$ 154.20
	6469	BRINK'S INCORPORATED	12766714	11/01/2024	FINANCE		461-55013-451-000000	FINANCIAL SERVICES		$ 115.65
	6469	BRINK'S INCORPORATED	12766714	11/01/2024	FINANCE		590-55013-131-000000	FINANCIAL SERVICES		$ 138.78
	6469	BRINK'S INCORPORATED	12766714	11/01/2024	FINANCE		591-55013-131-000000	FINANCIAL SERVICES		$ 177.34
	6469	BRINK'S INCORPORATED	12766714	11/01/2024	FINANCE		595-55013-131-000000	FINANCIAL SERVICES		$ 69.40
	6469	BRINK'S INCORPORATED	12766714	11/01/2024	FINANCE		465-55013-420-000000	FINANCIAL SERVICES		$ 115.65
CHECK TOTAL FOR CHECK NUMBER 188423										**$ 771.02**
188424; 11/15/2024; Outstanding; null										
	6687	SERENITY ON THE SQUARE	11112024	11/11/2024	HR & RISK MGMT		100-55035-165-000000	OTHER FEES	Shelter Services	$ 300.00
CHECK TOTAL FOR CHECK NUMBER 188424										**$ 300.00**
188425; 11/15/2024; Outstanding; null										
	6763	MICHAEL S WIENANDS	11/12/2024	11/12/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 126.00
	6763	MICHAEL S WIENANDS	11/12/2024	11/12/2024	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 20.00
CHECK TOTAL FOR CHECK NUMBER 188425										**$ 146.00**
188426; 11/15/2024; Outstanding; null										
	7626	CLAY CO PUBLIC HEALTH CENTER	06-0059S	11/02/2024	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	$ 4 Plex concessions permit	$ 239.00
	7626	CLAY CO PUBLIC HEALTH CENTER	06-0060S	11/02/2024	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	5 plex concessions permit	$ 239.00
CHECK TOTAL FOR CHECK NUMBER 188426										**$ 478.00**

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

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										
188427; 11/15/2024; Outstanding; null										
	7683	RICOH USA, INC	108708409	11/01/2024	FIRE		100-53031-300-000000	COPIER LEASE & USAGE	Fire copier lease	$ 137.89
CHECK TOTAL FOR CHECK NUMBER 188427										**$ 137.89**
188428; 11/15/2024; Outstanding; null										
	8879	ISABELLA PAOLETTI	11/12/2024	11/12/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 120.00
	8879	ISABELLA PAOLETTI	11/12/2024	11/12/2024	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		$ 25.00
	8879	ISABELLA PAOLETTI	11/12/2024	11/12/2024	PARKS & RECREATION		460-51000-400-000000	REGULAR		$ 20.00
CHECK TOTAL FOR CHECK NUMBER 188428										**$ 165.00**
188429; 11/15/2024; Outstanding; null										
	8963	UNITED RENTALS - NORTH AMERICA	240807030-001	10/31/2024	PUBLIC WORKS		351-60007-201-000000	EQUIPMENT RENTAL	Equipment Rental	$ 314.00
CHECK TOTAL FOR CHECK NUMBER 188429										**$ 314.00**
188430; 11/15/2024; Outstanding; null										
Not Playing	999999	Jill Lovato	2284541	11/12/2024	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Basketball Refund - Not Playing	$ 115.00
CHECK TOTAL FOR CHECK NUMBER 188430										**$ 115.00**
188431; 11/15/2024; Outstanding; null										
	999999	Lisa Forbes-Cardello	2284705	11/12/2024	PARKS & RECREATION		465-44055-000-000000	MEETING ROOM RENTAL	balance returned	$ 2,770.00
CHECK TOTAL FOR CHECK NUMBER 188431										**$ 2,770.00**
188432; 11/15/2024; Outstanding; null										
	999999	Stars Unlimited Dance & Gymnas	2284748	11/12/2024	PARKS & RECREATION		465-44055-000-000000	MEETING ROOM RENTAL	event cancelled, payments returned	$ 1,950.00
CHECK TOTAL FOR CHECK NUMBER 188432										**$ 1,950.00**

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

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188433; 11/15/2024; Outstanding; null										
	999999	Steve Olshwanger	63376	10/16/2024	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Lodging Reimbursement (Fire Chief Interview Process)	$ 155.23
	999999	Steve Olshwanger	63376	10/16/2024	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Mileage Reimbursement (Fire Chief Interview Process)	$ 302.84
CHECK TOTAL FOR CHECK NUMBER 188433										**$ 458.07**
Grand Total:										**$ 347,157.48**

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 24-43PP

Staff: Kyle McGinnis, Planner

Date: November 25, 2024

GENERAL INFORMATION

Application:	**A Preliminary Plat for The Enclave at Montage, a 93-lot detached single-family subdivision.**
Applicant:	David Rinne 14920 W. 107th Street Lenexa, KS 66215
Property Owner:	Hallmark Cards Inc. PO Box 419479 Kansas City, MO 64141
Location:	East of 104th Street, opposite Liberty North High School
Site Acreage:	43.84 +/- acres
Existing Land Use/Zoning:	Undeveloped / PD Flex, “Planned Development Flex District”
Surrounding Land Uses/Zoning:	**North**: Undeveloped / PD Flex, “Planned Development Flex District” **South**: Undeveloped / PD Flex, “Planned Development Flex District” **East**: Undeveloped / PD Flex, “Planned Development Flex District” **West**: Liberty North High School / R-1A, “Suburban Residential District”
Public Notice:	None Required
File Date:	October 9, 2024

PREVIOUS CASES/SITE HISTORY

P&Z Case 22-54R&MP: A request to Rezone and approval of a Master Plan for 1075 acres generally located at N. Church Road bound I-35, 104th Street, and portions extending to 116th Street, including 385 acres to be annexed into the City of Liberty, to PD Flex for Montage, a Master Planned Community.

P&Z Case 22-01A: Request to amend the Future Land Use Map of the City of Liberty for Montage, 1075 acres generally located at N. Church Road bound by I-35, 104th Street, and portions extending to 116th Street, including 378 acres to be annexed into the City of Liberty was approved by City Council in August 2022

DESCRIPTION OF PROPOSAL

This is a preliminary plat application for The Enclave at Montage, a new single-family subdivision to be located east of 104th Street, opposite Liberty North High School. This subdivision would include 93 buildable lots and eight common area Tracts (A through I) to be maintained by a Homeowners Association (HOA) or the Master Developer. The subdivision has been proposed in two phases, splitting the subdivision into east and west portions, generally.

The overall Montage development is zoned PD Flex, "Planned Development Flex District," and each subarea of the development was provided a land use designation to illustrate the anticipated mix and configuration of land uses across Montage's 1,075-acre span. The subarea within which this subdivision would occupy was provided the Typical Single Family Residential Detached (TSFR) land use designation, which requires a minimum lot width of 70 feet (40 feet of frontage for lots on cul-de-sacs), a lot depth of 110 feet depth, and a minimum lot area of 8,000 square feet. The proposal complies with these minimum requirements. In addition, the proposal denotes the construction of a paved trail along the subdivision's west edge, connecting to the sidewalk system on 104th Street; several of the proposed cul-de-sacs also show connections to the trail/sidewalk in an effort to promote non-vehicular connectivity where street connectivity is not feasible due to topographical constraints.

PUBLIC INFRASTRUCTURE

Facility	City Standard	Status
Streets	Direct connection to fully improved street network	The proposed subdivision would have access to an existing portion of 104th Street. The existing north terminus of 104th Street would be extended slightly to intersect with a new collector roadway – Creek Drive – which would border the subdivision to its north and east, providing for a second access point. Due to topographical restraints on the land, the majority of the internal roadways would terminate in cul-de-sacs that meet City requirements. Two of the proposed roadways would terminate at the edge of subdivision area in anticipation of connecting to future development areas (one to the west, one to the south).
Sanitary Sewer	Direct, gravity flow connection	An extension of public sanitary sewer has been proposed to serve this development, requiring boring beneath I-35 to the south at two separate locations (Exhibit C). The information provided regarding these utilities is conceptual at this time; additional details will be provided with a Final Plat application and the final design will be illustrated within Public Improvement Plans.
Water	Direct connection to City water services	An extension of public water has been proposed to serve this development, requiring boring beneath I-35 to the south at a single location (Exhibit C). The information provided regarding these utilities is conceptual at this time; additional details will be provided with a Final Plat application and the final design will be illustrated within Public Improvement Plans.
Storm Water	Storm water must be released at an acceptable rate	Stormwater will be collected by an on-site collection system to be constructed within Tracts C and G (Exhibit B). The information provided regarding this infrastructure is conceptual at this time; a detailed stormwater analysis will be required as part of the review of a Final Plat application, and the final design will be illustrated within Public Improvement Plans.

STAFF ANALYSIS

A preliminary plat is required for the general subdivision of land to ensure the layout of a proposed subdivision conforms to the comprehensive plan and the UDO. Staff's analysis of a preliminary plat application is guided by Section 30-28.10. Preliminary plat, approval criteria:

1. **The preliminary plat substantially complies with the intent of the comprehensive plan;**
   The Comprehensive Plan's Future Land Use map was amended from Low-Density Residential to Mixed-Use prior to the review of this application. Given that the proposed subdivision is one small component of the overall Montage Master Plan, staff finds that the preliminary plat substantially complies with the intent of the Comprehensive Plan and the area's new Future Land Use designation of Mixed-Use.

2. **The preliminary plat complies with the provisions of this UDO; and**
   The preliminary plat complies with the provisions of the UDO.

3. **The preliminary plat substantially complies with approved city development standards and policies.** Staffs finds that this Preliminary Plat complies with the intent of city development standards and policies.

STAFF RECOMMENDATION

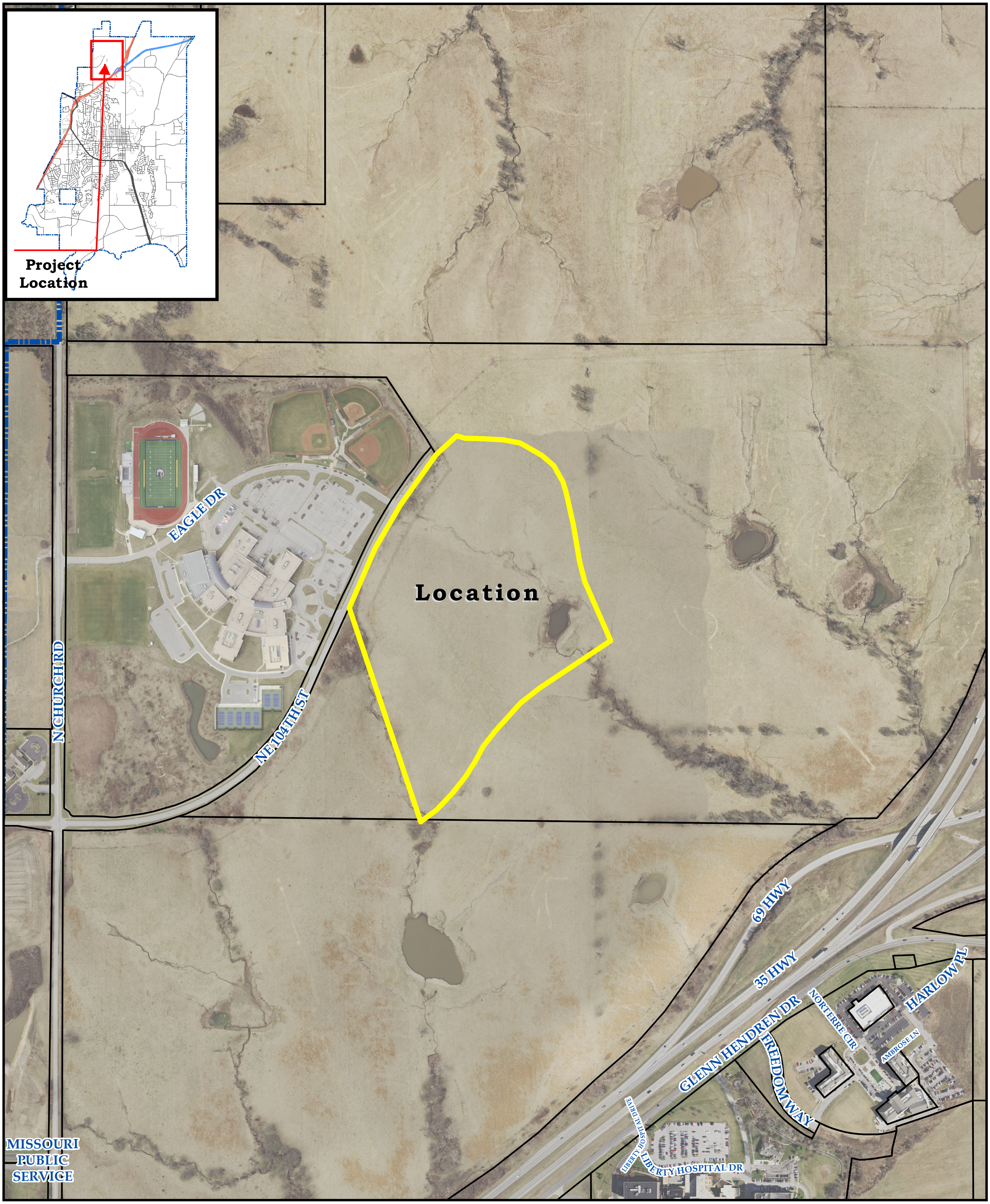
Staff finds this application meets the standards of review for a Preliminary Plat in Section 30-28.10 of the UDO and recommends approval of P&Z Case 24-43PP.

PZ RECOMMENDATION

At its November 13, 2024 meeting, the Planning Commission voted 7-0-0 to recommend approval of P&Z Case 24-43PP as presented in the staff report.

ATTACHMENTS

Exhibit A: Vicinity Map
Exhibit B: Preliminary Plat
Exhibit C: Utility Extension Concept
Exhibit D: Planning & Zoning Commission Minutes Excerpt
Exhibit E: Resolution



City of Liberty Missouri

P&Z Case 24-43PP
Preliminary Plat - The Enclave at Montage
South and East of Liberty North High School

EXHIBIT A: VICINITY MAP

N W E S

Date: 11/4/2024

NOTES:

1. THERE IS NO FEMA FLOODPLAIN IN THE AREA OF THIS PLAT.
2. THERE ARE NO KNOWN ECOLOGICAL AND HISTORICAL FEATURES ON THIS SITE.
3.

0 100' 200'
SCALE: 1" = 100'

SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
(913) 492-5158 • Fax: (913) 492-8400
WWW.SCHLAGELASSOCIATES.COM

PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

THE ENCLAVE MONTAGE PRELIMINARY PLAT

NE 104TH ST. & CREEK DR. LIBERTY, MISSOURI

REVISION DATE	DESCRIPTION
1 10-21-2024	CITY COMMENTS
2 10-22-2024	REV BY ENG.
3 10-30-2024	CITY COMMENTS
4 11-14-2024	DEVELOPER COMMENTS
5 11-18-2024	DEVELOPER COMMENTS
6	
7	
8	
9	

DRAWN BY:	CHECKED BY:	DATE PREPARED:	PROJ. NUMBER:
DGF	DGF,DAR	10-5-2024	24-172

SITE ASSESSMENT PLAN

SHEET
C1.0

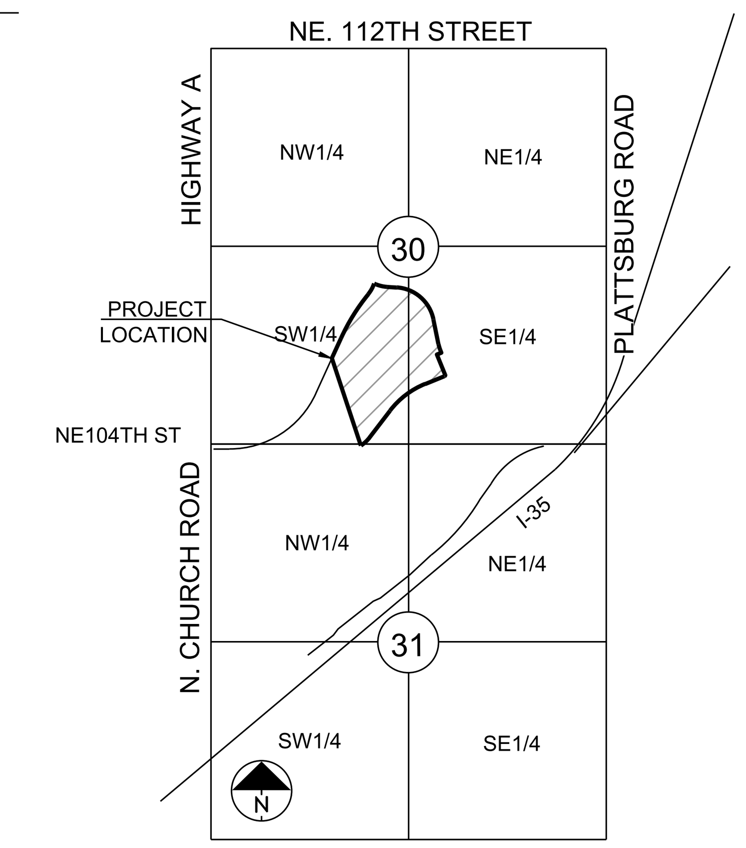
\PROJECTS\2024\24-172\3.0 Design\3.0 DWG Plans\2.0 PDP\24-172 PP SITE ASSESSMENT.dwg, SITE ASSESSMENT, 1:1

PRELIMINARY PLAT
FOR
THE ENCLAVE MONTAGE

IN THE CITY OF LIBERTY
CLAY COUNTY, MISSOURI

LEGEND:

A/E	-	ACCESS EASEMENT
BC	-	BACK OF CURB
B/B	-	BACK TO BACK
BM	-	BENCHMARK
BL or B.L.	-	BUILDING LINE
CE	-	CONSERVATION EASEMENT
D/E	-	DRAINAGE EASEMENT
E/E	-	ELECTRICAL EASEMENT
G/E	-	GAS LINE EASEMENT
L/E	-	LANDSCAPE EASEMENT
S/E	-	SANITARY SEWER EASEMENT
S/W	-	SIDEWALK
TJB	-	TELEPHONE JUNCTION BOX
TPE	-	TREE PROTECTION EASEMENT
U/E	-	UTILITY EASEMENT
W/E	-	WATERLINE EASEMENT
		EXISTING LOT AND R/W LINES
		EXISTING PLAT LINES
		SANITARY SEWER MAIN
SAN		SANITARY SEWER MAIN - EXIST.
STO		STORM SEWER
		STORM SEWER - EXISTING
CATV		CABLE TV - EXISTING
FOC		FIBER OPTIC CABLE - EXISTING
T		TELEPHONE LINE - EXIST.
E		ELECTRIC LINE - EXISTING
OHP		OVERHEAD POWER LINE - EXIST.
UGE		UNDERGROUND ELECTRIC - EX.
G		GAS LINE - EXISTING
W		WATERLINE - EXISTING
W		WATERLINE
		EXISTING MANHOLE
		EXISTING SANITARY MANHOLE
		PROPOSED SANITARY MANHOLE



SECTION 30 AND 31-T52-R32
LOCATION MAP
SCALE 1" = 2000'

SITE DATA

EXISTING & PROPOSED ZONING	PDFLEX
MONTAGE LAND USE CODE	TSFR-TYPICAL SINGLE FAMILY RESIDENTIAL
SITE AREA	43.84 AC+/-
TOTAL NUMBER OF LOTS	93
LOT WIDTH PROPOSED	70'
MINIMUM FRONTAGE	40' (CUL DE SAC LOTS)
MINIMUM LOT DEPTH PER CODE	110'
TYPICAL LOT DEPTH PROPOSED	130'
MIN. LOT SIZE PER CODE	8,000 S.F.
FRONT SETBACK PROPOSED	25'
INTERIOR SIDE SETBACK PROPOSED	7'
STREET SIDE YARD SETBACK PROPOSED	15'
REAR SETBACK PROPOSED	25'

TRACT DATA

TRACT	OWNER	USE	
TRACT A	HOA	BMP PRIVATE PARK	PARK/OPEN SPACE DEDICTION CREDIT
TRACT B	HOA	STREET MEDIAN	
TRACT C	HOA	BMP PRIVATE PARK	PARK/OPEN SPACE DEDICTION CREDIT
TRACT D	MASTER DEVELOPER	FUTURE LOT	
TRACT E	HOA	BUFFER, BMP & PRIVATE OPEN SPACE	PARK/OPEN SPACE DEDICTION CREDIT
TRACT F	HOA	STREET MEDIAN	
TRACT G	HOA	BUFFER, BMP & PRIVATE OPEN SPACE	PARK/OPEN SPACE DEDICTION CREDIT
TRACT H	HOA	STREET MEDIAN	
TRACT I	HOA	BUFFER, BMP & PRIVATE OPEN SPACE	

PARKLAND AND OPEN SPACE DATA

POPULATION QUANTITY PER SEC. 30-94.1.(5).a (2.6 PERSONS PER DU)	241.8 PERSONS (93X2.6)
RATIO OF PARK AREA TO PERSON PER SEC. 30-94.1.(5).b(1 AC PER 100)	2.42 AC (241.8/100)

PARK AND OPEN SPACE PROVIDED

TRACT A	1.43 AC
TRACT C	1.71 AC
TRACT E	1.48 AC
TRACT G	3.67 AC
TRACT I	1.63 AC
TOTAL	9.92 AC

STREET, BLOCK, LOT DESIGN DATA

MAXIMUM CUL DE SAC LENGTH ALLOWED PER MONTAGE DESIGN GUIDELINES	800'
MAXIMUM CUL DE SAC LENGTH PROPOSED	580'
MAXIMUM BLOCK LENGTH ALLOWED PER MONTAGE DESIGN GUIDELINES	700' PREFERRED 1000' MAX.
MAXIMUM BLOCK LENGTH PROPOSED	810' DUE TO TERRAIN AND ACCESS MANAGEMENT
COLLECTOR STREET ROW WIDTH REQUIRED AND PROPOSED	64'
LOCAL STREET ROW WIDTH REQUIRED AND PROPOSED	54'

GENERAL NOTES:

1. Topographic data is from City GIS information.
2. Existing utility information from City GIS information
3. The FIRM map number 29047c0145E date August 3, 2015 indicates the site is located in Zone X(unshaded) , Areas determined to be outside the 0.2% Annual Chance Flood Hazard.
4. All site improvements shall comply with the City of Liberty Codes and Ordinances or as contained within the Montage Design Guidelines
5. The project shall follow the Montage Design Guidelines.
6. All local residential streets to be 28' B-B since they may be used for access through the neighborhood. All other street widths will be as specified in the City of Liberty Design Standards and/or the Montage Design Guidelines.
7. Ingress and egress to each lot will be from a dedicted publice street. No single family lot will allowed direct access to 104th Street or Montage Parkway
8. Proposed utilities illustrated on the plan are a conceptual design. Final design of utilities will be provided with permit plans.
9. All new power, phone and other utility lines are to be installed underground. Existing overhead utility lines will remain overhead.
10. Fire hydrants will be installed as required by the City Fire Marshal.

OWNER:

HALLMARK CARDS INC
KANSAS CITY, MISSOURI

DEVELOPER:

MONTAGE I, LLC
G. DAVID GALE & TOM HART
400 SW LONGVIEW BLVD, SUITE 240
LEE'S SUMMIT, MO 64081
p 816-645-2336
f -----
DGALE@GALEHARTCOMMUNITIES.COM

SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
(913) 492-5158 • Fax: (913) 492-8400
WWW.SCHLAGELASSOCIATES.COM

PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

THE ENCLAVE
MONTAGE
PRELIMINARY PLAT
NE 104TH ST. & CREEK DR. LIBERTY, MISSOURI

REVISION DATE		DESCRIPTION
1	10-21-2024	CITY COMMENTS
2	10-22-2024	REV BY ENG.
3	10-30-2024	CITY COMMENTS
4	11-14-2024	DEVELOPER COMMENTS
5	11-18-2024	DEVELOPER COMMENTS
6		
7		
8		
9		

DRAWN BY: DGF
CHECKED BY: DGF,DAR
DATE PREPARED: 10-5-2024
PROJ. NUMBER: 24-172

PRELIMINARY PLAT

SHEET
C2.0

GENERAL NOTES:

1. Topographic data is from City GIS.
2. Existing utility information from City GIS
3. All site improvements shall comply with the City of Liberty Codes and Ordinances.
4. Proposed utilities illustrated on the plan are a conceptual design. Final design of utilities will be provided with permit plans.
5. Fire hydrants will be installed as required by the City Fire Marshal.

LEGEND:

A/E	-	ACCESS EASEMENT
BC	-	BACK OF CURB
B/B	-	BACK TO BACK
BM	-	BENCHMARK
BL or B.L.	-	BUILDING LINE
CO	-	CLEANOUT
TJB	-	TELEPHONE JUNCTION BOX
C&G	-	CURB AND GUTTER
D/E	-	DRAINAGE EASEMENT
E/E	-	ELECTRICAL EASEMENT
EL	-	ELEVATION
FL	-	FLOW LINE
G/E	-	GAS LINE EASEMENT
HDPE	-	HIGH-DENSITY POLYETHYLENE
L/E	-	LANDSCAPE EASEMENT
MSFE	-	MINIMUM SERVICEABLE FLOOR ELEVATION
PVC	-	POLYVINYL CHLORIDE
P/L	-	PROPERTY LINE
PUB/E	-	PUBLIC EASEMENT
RCP	-	REINFORCED CONCRETE PIPE
ROW or R/W	-	RIGHT-OF-WAY
S/E	-	SANITARY SEWER EASEMENT
SL	-	SERVICE LINE
S/W	-	SIDEWALK
TE	-	TOP ELEVATION
U/E	-	UTILITY EASEMENT
WSE	-	WATER SURFACE ELEVATION
W/E	-	WATERLINE EASEMENT

ASPHALT PAVEMENT - EXISTING
ASPHALT PAVEMENT - PROPOSED
CONCRETE PAVEMENT - EXISTING
ASPHALT PAVEMENT - EXISTING
CONCRETE SIDEWALK - EXISTING
CONCRETE SIDEWALK - PROPOSED
CURB & GUTTER
CURB & GUTTER - EXISTING
TREELINE
EXISTING LOT AND R/W LINES
EXISTING PLAT LINES
P/L PROPERTY LINES
ROW RIGHT-OF-WAY
SANITARY SEWER MAIN
SANITARY SEWER MAIN - EXIST.
STO STORM SEWER
STORM SEWER - EXISTING
CATV CABLE TV - EXISTING
FOC FIBER OPTIC CABLE - EXISTING
T TELEPHONE LINE - EXIST.
E ELECTRIC LINE - EXISTING
OHP OVERHEAD POWER LINE - EXIST.
UGE UNDERGROUND ELECTRIC - EX.
G GAS LINE - EXISTING
W WATERLINE - EXISTING
LIGHT - EXISTING
EXISTING MANHOLE
CLEANOUT
EXISTING SANITARY MANHOLE
PROPOSED SANITARY MANHOLE
AI EXISTING AREA INLET
CI EXISTING CURB INLET
GI EXISTING GRATE INLET
JB EXISTING JUNCTION BOX
EXISTING STORM MANHOLE

SCHLAGEL

ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
(913) 492-5158 • Fax: (913) 492-8400
WWW.SCHLAGELASSOCIATES.COM

PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

THE ENCLAVE MONTAGE
PRELIMINARY PLAT
NE 104TH ST. & CREEK DR. LIBERTY, MISSOURI

REVISION DATE	DESCRIPTION
1 10-21-2024	CITY COMMENTS
2 10-22-2024	REV BY ENG.
3 10-30-2024	CITY COMMENTS
4 11-14-2024	DEVELOPER COMMENTS
5 11-18-2024	DEVELOPER COMMENTS
6	
7	
8	
9	

DRAWN BY:	DGF
CHECKED BY:	DGF,DAR
DATE PREPARED:	10-5-2024
PROJ. NUMBER:	24-172

PRELIMINARY UTILITY PLAN

SHEET

C3.0

I:\PROJECTS\2024\24-172\3.0 Design\3.0 DWG Plans\2.0 PDP\24-172 PP UP.dwg, UP, 1:1

LANDSCAPE DATA

STREET TREES

STREET TREES REQUIRED (1 PER 50 PER MONTAGE GUIDELINES)
STREET TREES PROVIDED — AS REQUIRED
STREET TREES TO BE INSTALLED BY HOME BUILDER

BUFFER ALONG COLLECTOR WITH SINGLE FAMILY REAR YARDS PER MONTAGE GUIDELINES

BUFFER REQUIRED (30' WITH EVERGREEN AND DECIDUOUS TREES PER MONTAGE GUIDELINES)

MONTAGE PARKWAY (COLLECTOR)BUFFER WIDTH PROVIDED — 30'
MONTAGE PARKWAY LANDSCAPE PROVIDED — AS REQUIRED.

LOT LANDSCAPE PER MONTAGE GUIDELINES NOT SHOWN

RESIDENTIAL LOTS SHALL CONTAIN WITHIN THE FRONT YARD A MINIMUM OF ONE TREE, WHICH MAY BE LARGE- OR SMALL-GROWING; TWO (2) PERENNIALS; AND THREE (3) SHRUBS PER DWELLING UNIT.
RESIDENTIAL LOT LANDSCAPE TO BE PROVIDED BY HOME BUILDER

NOTES:

1. UTILITY INFORMATION SHOWN IS DESIGNED LOCATION OR LOCATIONS BASED ON UTILITY LOCATES. AS BUILT LOCATIONS MAY VARY. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO COMMENCING LANDSCAPE INSTALLATION. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS OR OBSTRUCTIONS.
2. QUANTITIES INDICATED ON THE PLAN ARE FOR CONVENIENCE ONLY. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES PRIOR TO PLANTING. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. THE PLAN QUANTITIES AND NUMBER OF SYMBOLS SHALL SUPERSEDED QUANTITIES IN THE SCHEDULE
3. ALL PLANT MATERIAL SHALL COMPLY WITH THE CITY STANDARDS AND ANSI A60.1 THE AMERICAN STANDARD FOR NURSERY STOCK.
4. ALL TREES SHALL MEET THE SIZE REQUIREMENTS OF THE CITY ORDINANCE. ALL TREES SHALL BE CALLIPERED AND UNDERSIZED TREES SHALL BE REJECTED.
5. ALL TREES SHALL COMPLY WITH THE NURSERY TREE QUALITY RECOMMENDATIONS FOUND IN THE Guideline Specifications for Selecting, Planting, and Early Care of Young Trees and Guideline Specifications for Nursery Tree Quality published by THE URBAN TREE FOUNDATION AND THE URBAN FOREST ECOSYSTEMS INSTITUTE AT CAL POLY https://ufei.calpoly.edu/tree_standards.lasso
6. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM THE STREET.
7. ALL SHRUBS TO BE UTILIZED FOR SCREENING SHALL BE 24" HEIGHT AT TIME OF PLANTING.
8. ALL PLANTING BEDS CONTAINING SHRUBS, GROUND COVER, PERENNIALS, ANNUALS SHALL BE IN A PLANTING BED WITH 3" MIN. DEPTH OF MULCH AND A "V-CUT" EDGE.
9. ALL TREES SHALL HAVE A MIN. 3 FT. DIA. AREA THAT HAS 3" MIN. DEPTH OF WOOD MULCH.
10. ALL TURF AREAS SHALL BE SODDED UNLESS INDICATED ON THE PLANS.
11. EDGING TO BE INSTALLED ALONG POOL FENCE LINE.
12. ANY DEVIATION FROM THE APPROVED LANDSCAPE PLAN SHALL REQUIRE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT AND THE CITY, PRIOR TO INSTALLATION.
13. THE LANDSCAPE ARCHITECT AND OWNER SHALL APPROVE GRADES AND CONDITION OF SITE PRIOR TO SODDING OPERATIONS.
14. INSTALLATION AND MAINTENANCE OF LANDSCAPING SHALL COMPLY WITH THE CITY STANDARDS
15. ALL PLANT MATERIAL SHALL BE INSTALLED TO ALLOW A MINIMUM CLEARANCE BETWEEN PLANT AND ADJACENT PAVEMENT OF 1 FT. FOR PERENNIALS AND GROUNDCOVER AND 1.5 FT. FOR SHRUBS. A 2 FT. CLEARANCE(4 FEET FROM BACK OF CURB TO THE CENTER OF SHRUB)FOR CAR OVERHANG IS REQUIRED AT ALL PARKING ISLANDS AND PERIMETERS.
16. AFTER COMPLETE INSTALLATION OF ALL PLANT MATERIAL AND SOD THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT THAT THE WORK IS COMPLETE AND READY FOR REVIEW. THE LANDSCAPE ARCHITECT SHALL REVIEW THE LANDSCAPE INSTALLATION TO DETERMINE COMPLIANCE WITH THE APPROVED PLANS. WHEN THE LANDSCAPE INSTALLATION MEETS THE REQUIREMENTS OF THE APPROVED PLAN, THE LANDSCAPE ARCHITECT SHALL PROVIDE A SIGNED AND SEALED LETTER TO THE CITY STATING THAT ALL LANDSCAPE PLANTINGS HAVE BEEN INSTALLED PER THE APPROVED PLAN.
17. THE BUILDING FOOTPRINTS ILLUSTRATED ON THIS PLAN ARE VISUAL IN NATURE AND ALL STRUCTURES SHALL MEET THE STANDARDS OF THE APPROVED PRELIMINARY AND FINAL DEVELOPMENT PLANS.
18. FINAL LOCATION OF ELECTRICAL EQUIPMENT, TRANSFORMER TO BE COORDINATED IN FIELD WITH FINAL EVERGY DESIGN. SCREENING OF THE TRANSFORMER IS TO BE ACHIEVED BY USE OF UPRIGHT JUNIPERS (6' MIN. HT.) INSTALLED AT PERIMETER OF EQUIPMENT, AT SPACING TO MEET EVERGY CLEARANCE REQUIREMENTS.

SHADE TREES

AR	91 EA.	Acer rubrum 'Redpointe'	Redpointe Red Maple	1.5" Cal.	B&B
COP	14 EA.	Celtis occidentalis 'Prairie Sentinel'	Prairie Sentinel Hackberry	1.5" Cal.	B&B
GTI	14 EA.	Gleditsia tricanthos v. inermis 'Skyline'	Skyline Honeylocust	1.5" Cal.	B&B
PAE	14 EA.	Platanus x acerifolia 'Exclamation'	Exclamation London Planetree	1.5" Cal.	B&B
QRC	30 EA.	Quercus robur 'Crimson Spire'	Crimson Spire Oak	1.5" Cal.	
QR	63 EA.	Quercus rubra	Red Oak	1.5" Cal.	B&B
TAB	54 EA.	Tilia americana 'Boulevard'	Boulevard Linden		B&B

EVERGREEN TREES

JCK	11 EA.	Juniperus chinensis 'Keteleerii'	Keteleeri Juniper	6' ht.	B&B
JVC	43 EA.	Juniperus virginiana 'Canaertii'	Canaert Juniper	6' ht.	B&B

0 100' 200'
SCALE: 1" = 100'

SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
(913) 492-5158 • Fax: (913) 492-8400
WWW.SCHLAGELASSOCIATES.COM

PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

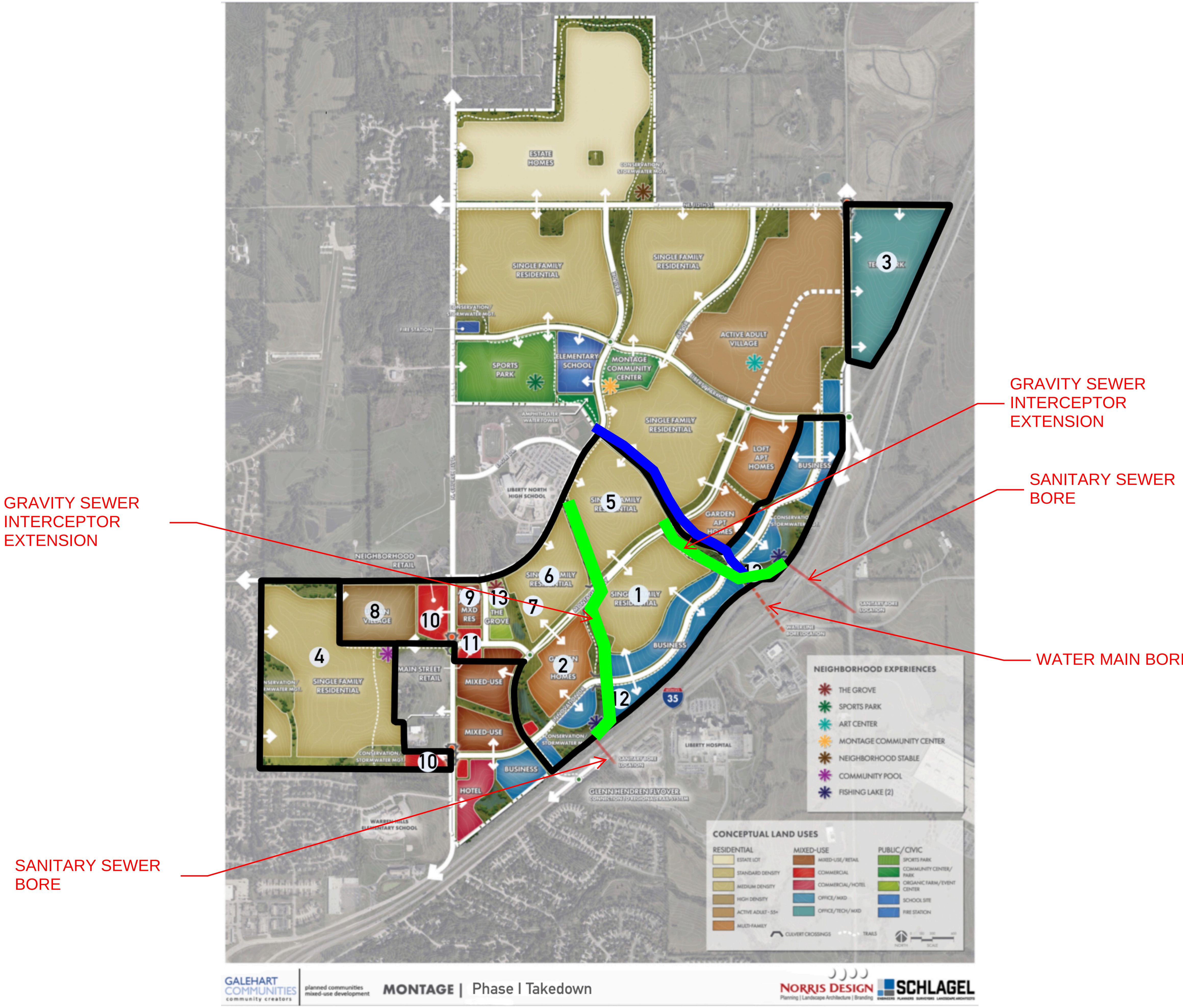
THE ENCLAVE MONTAGE PRELIMINARY PLAT
NE 104TH ST. & CREEK DR. LIBERTY, MISSOURI

REVISION	DATE	DESCRIPTION
1	10-21-2024	CITY COMMENTS
2	10-22-2024	REV BY ENG.
3	10-30-2024	CITY COMMENTS
4	11-14-2024	DEVELOPER COMMENTS
5	11-18-2024	DEVELOPER COMMENTS
6		
7		
8		
9		

DRAWN BY: DGF
CHECKED BY: DGF,DAR
DATE PREPARED: 10-5-2024
PROJ. NUMBER: 24-172

PRELIMINARY LANDSCAPE PLAN

SHEET L1.0



SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
(913) 492-5158 • Fax: (913) 492-8400
WWW.SCHLAGELASSOCIATES.COM

ENCLAVE MONTAGE
LIBERTY, MO

DRAWN BY:	MAB
DATE PREPARED:	10.30.2024
PROJ. NUMBER:	24-172

OFFSITE UTILITY MAIN EXTENSIONS CONCEPT

SHEET

1

A. **PZ Case 24-43PP: Preliminary Plat for Enclave at Montage. A 52-acre, 93-lot subdivision on 104th St., east of Liberty North HS.**

Mr. McGinnis presented the plat to the commission as described in the staff report.

Dan Foster, of Schlagel & Associates at 14920 W. 107th Street in Lenexa, KS, approached the podium and introduced himself as a representative for GaleHart Communities. Mr. Foster explained that the proposed subdivision would be constructed in two phases based on the two drainage areas within these 44 acres. The proposed sewer extension would only be capable of serving the western portion of the subdivision, which is why this portion would be Phase I of the project. The proposed Creek Drive, to the east of the subdivision, would be constructed in Phase II. The proposed street network in this subdivision was impacted by the topography of the site, which would make connections difficult and resulted in the cul-de-sacs proposed at this time. Between 104th Street and the future Montage Street bordering the southern edge of the subdivision there is a 60-foot change in grade.

Chairman Rosekrans asked if the commission had any 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 Summers seconded the motion.

Vote: Motion passed 7-0-0
Yes: All
No: None
Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, November 25, 2024.

RESOLUTION NO. __________

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR THE ENCLAVE AT MONTAGE, APPROXIMATELY 44.8 ACRES ON 104TH STREET NEAR LIBERTY NORTH HIGH SCHOOL, A SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a preliminary plat for The Enclave at Montage, a subdivision of land in Liberty, Clay County, Missouri, has been duly and properly presented to the Planning and Zoning Commission on November 13, 2024 and City Council on November 25, 2024; and

WHEREAS, the City Council finds that the preliminary plat described duly conforms to the standards and requirements of section 30-28.10 of the Unified Development Ordinance:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the preliminary plat for The Enclave at Montage, a subdivision of land in Liberty, Clay County, Missouri, is hereby approved and made apart hereof as though more fully set out herein;

BE IT FURTHER RESOLVED, that any and all development within the above-described preliminary plat shall be allowed only after a final plat which substantially conforms to this preliminary plat is approved and recorded, and shall comply with all other applicable standards and requirements as set forth in the City Code of the City of Liberty, Missouri.

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

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

CITY COUNCIL
ACTION REPORT
Meeting Date: November 25, 2024
A/R No.: 2024-233

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant Parks and Recreation Director

Subject: Ordinance approving a contract with Myrick Mechanical for FY 2025 City-Wide HVAC preventative maintenance and on-call services in an amount not to exceed $125,000.00

Summary:

- Several City Departments utilize an independent contractor to manage preventive maintenance and on-call repair services for HVAC systems in city facilities.
- Services covered by this contract include quarterly preventive maintenance activities as well as on-call repair services.
- The cumulative amount estimated to be expended annually across individual facility cost centers for HVAC preventive maintenance and repairs is $125,000.00.
- Proposals were received from three vendors during the bid process in 2023.
- Myrick Mechanical offered the lowest cost pricing proposal based on a "basket of goods" cost analysis.
- Myrick Mechanical is proposing a $6.00 per hour labor charge increase to meet the demands of the $6.00 per hour increase imposed upon them by the Pipe Fitters Union in July 2024.
- Myrick Mechanical remains significantly lower in their per hour labor charge than the other two vendors.
- A guaranteed pricing contract not to exceed anticipated expenditures is proposed for year two (2025) with the opportunity to renew the contract for one additional one-year term (2026).
- This is year two (2025) of a potential three, one-year contract.

Background:

The City of Liberty utilizes independent contractors to manage preventive maintenance activities and repair services for the HVAC systems serving public facilities. Because the services requested are specialized, services are divided into two separate groups – those for primary facilities and those for secondary facilities. The services requested for each group are of a slightly different scope or scale and are based on the mechanical requirements of the equipment.

Several departments have individually budgeted for HVAC preventive maintenance and repair services across the city. The cumulative estimated annual expenditure across facility cost centers for HVAC preventive maintenance and repairs is $125,000.00.

Staff publicly advertised and bid for such services. Eleven companies were provided bid documents. A “basket of goods” analysis was used to compare unit pricing proposed. Staff applied an estimated one-year scenario for all facilities, excluding parts: labor rates and trip charges for 12 trips/year at 3 hours for primary facilities and 6 trips/year at 2 hours for secondary facilities; preventive maintenance costs at 4 per year for primary facilities and 2 per year for secondary facilities; four filter changes per year all facilities; one condenser coil cleaning per year for all facilities; one blower belt replacement per year for all facilities and one service inspection of all facility boilers at the Liberty Community Center with the following results:

Company	“Basket of Goods” Pricing
Myrick Mechanical	$69,448.00
Design Mechanical	$109,573.00
Lippert Mechanical	$118,168.00
Automated Control Systems	No Bid
Climate Control	No Bid
CM Mose	No Bid
Hales HNC	No Bid
LBA Commercial	No Bid
McIntosh Mechanical	No Bid
Multi Craft	No Bid
TMI-KC	No Bid
US Engineering	No Bid

The City of Liberty entered into a contract with Myrick Mechanical for HVAC preventative maintenance and repair services in June 2023 when Myrick Mechanical absorbed outstanding contracts of Heartland Mechanical (City of Liberty HVAC service provider January 2018 – May 2023). Myrick Mechanical has performed services with satisfactory results during that time and during year one (2024) of the current contract. Myrick Mechanical is proposing a $6.00 per hour labor charge increase for year two (2025) to meet the demands of the $6.00 per hour increase imposed upon them by the Pipe Fitters Union in July 2024. Myrick Mechanical remains significantly lower in their per hour labor charge than the other two vendors. Staff recommends engaging in a guaranteed pricing contract for year two (2025) with the low bidder, Myrick Mechanical.

A guaranteed pricing contract not to exceed anticipated expenditures is proposed for year two (2025) with the opportunity to renew the contract for one additional one-year term (2026). This contract is for year two (FY 2025) of a potential three, one-year contract.

<u>Previous Action</u> (if applicable):
Resolution No. 11858 authorizing the initial and first year contract with Brady Industries

was passed by the City Council on November 13, 2023.

<u>Policy/Committee Review</u>:

	Citizen Sales Tax Oversight Committee	Completed/Recommended:
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
x	Other: Park Board	Completed/Recommended: 11/07/2024

<u>Financial Considerations</u>:

Budgeted:	Line Item: 100-57019-160-000000 Line Item:	Amount: $125,000.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

<u>Attachments</u>:

1. ORDINANCE 2025 HVAC Services City-wide
2. Signed CONTRACT - Myrick Mechanical 2025 HVAC Services City-wide

Document No. _______

ORDINANCE NO. __________

ORDINANCE APPROVING A CONTRACT WITH MYRICK MECHANICAL FOR FY 2025 CITY-WIDE HVAC PREVENTIVE MAINTENANCE AND ON CALL REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED $125,000.00

WHEREAS, multiple City of Liberty departments include funding in their budgets for HVAC preventive maintenance and on-call repair services for a combined annual estimate in the amount of $125,000.00; and

WHEREAS, this pricing is based on historical average usage levels and may fluctuate pending increased or decreased HVAC maintenance and repair needs; therefore

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Myrick Mechanical, 700 Main St., Pleasanton, KS 66075, in an amount not exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND 00/100 ($125,000.00) for FY 2025 city-wide HVAC preventive maintenance and on call repair services, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this ________ day of ________________________, 2024

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

APPROVED by the Mayor this _________ day of ______________________,2024

____
MAYOR

CONTRACT FOR SERVICES

GUARANTEED PRICING AGREEMENT WITH MYRICK MECHANICAL FOR FY 2025 CITY-WIDE HVAC PREVENTIVE MAINTENANCE AND ON CALL REPAIR SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 25th day of November, 2024, between Myrick Mechanical, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 700 Main Street, Pleasanton, KS 66075, hereafter referred to as the Contractor, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

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

This contract approved on **November 25, 2024** and is effective as of **January 1, 2025** and shall remain in effect as described within.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in (PK24-02) Request for Proposal and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
CONTRACT TERM

This agreement is for services to be performed January 1, 2025 through December 31, 2025, and represents year two (2025) of a potential three, one-year agreements if both parties mutually consent to continue the agreement under the same terms and conditions.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and in accordance with the service rates proposed with the contractor's original bid submission. The City's various divisions' operating budgets includes funding for $125,000. This pricing is based on historical usage and may fluctuate pending the increase or decrease of 2025 HVAC service needs.

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

ARTICLE IV
CONTRACT PAYMENT

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

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

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

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

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

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

ARTICLE V
INSURANCE REQUIREMENTS

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

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

ARTICLE VII
RESPONSIBILITIES

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

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

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

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

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

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

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

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

ARTICLE VIII
TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX
WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion.

Contactor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE X
NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

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

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

ARTICLE XI
AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

ARTICLE XII
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

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

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

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

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

CONTRACTOR

By: ______________________
[signature]

Travis Myrick
Print Name

Its: VP

ARTICLE XIII
INDEMNIFICATION

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

ARTICLE XIV
CONTRACT DOCUMENTS

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

- This Agreement
- Scope of Work (Appendix A)
- General Terms and Conditions (Appendix B)
- Federal Work Authorization Affidavit (Appendix C)

ARTICLE XV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

OWNER: **City of Liberty, Missouri**	CONTRACTOR: **Myrick Mechanical**
By:	By: Travis Myrick
Title:	Title: VP
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title: Office Manager
Address for giving notices:	Address for giving notices:
City of Liberty, MO - Parks & Rec Department	Myrick Mechanical LLC
1600 S. Withers Rd.	700 Main St
Liberty, MO 64068	Pleasanton KS 66075
	Liberty Business License No.: LIC-10-24-0058

APPENDIX A
Scope of Work, Special Provisions, and Guaranteed Pricing

HVAC Preventive Maintenance and On-Call Repair Services

(Original agreement 2024)

This contract is for service on HVAC/Cooling Equipment systems.

Primary locations include:

- Liberty Community Center
- Liberty City Hall
- Liberty Animal Shelter
- Liberty Water Treatment Plant
- Three Liberty Fire Department Stations
- Liberty Wastewater Treatment Plant

Secondary locations include:

- Liberty Public Works Building
- Parks Maintenance Building
- Sports Complex Buildings
- Frank Hughes Library

1. SCOPE OF BID - The City of Liberty is soliciting bids for service for HVAC/ Cooling/Boiler Equipment systems. Primary locations include the Liberty Community Center, Liberty City Hall, Liberty Water Treatment Plant, three Liberty Fire Department stations, Liberty Animal Control Shelter, and Wastewater Treatment Plant. Secondary sites are considered alternate bids. Secondary locations include Liberty Public Works Buildings, Parks Maintenance Building, Capitol Federal Sports Complex buildings, and Frank Hughes Library.

    a. All service/repair/training visits will include detailed documentation, service reports and updates, preferably with electronic record keeping. In addition, the contractor awarded this bid will provide each location/department listed above with a detailed inventory of all units in electronic format (preferably Excel) and provide updates to this inventory as units are replaced or repaired. Service for each building will be invoiced separately according to each department's preference. In most cases, this will be by address.

    b. Each bidder will provide an attachment to the bid identifying references specific to their experiences with the types and brands of equipment included in the bid. Attachment should include company name, address, contact name, contact phone number, contact email, and contact fax for each vendor listed. (Example: each bidder for the Liberty Community Center should provide references that address their ability/experience on Engineered Air, Mammoth, and Carrier units.)

    c. The successful vendor will provide continuity in service technicians assigned to each location. (Example: The Liberty Community Center will have one or two primary technicians assigned rather than receiving the services of a pool of technicians who may or may not be familiar with the equipment or staff at that location.) In addition to contacting the vendor service department, each City of Liberty service site will have the ability to contact assigned service staff directly to trouble shoot equipment problems.

d. Staff experienced in the use and repair of an Alerton system (building automation system for HVAC equipment) is required. Each bidder will provide references to their experiences with this system.

e. Quarterly Service Calls – each primary location will receive quarterly preventive maintenance (PM's). Due to the size of units located at the secondary sites, these sites may only require two (2) PM's per year.
    i. Contract to include four (4) PM inspections (PMI) per year; one PMI per quarter as evenly spaced throughout the year as possible.
    ii. PMI's will include, at a minimum, all of the following (as appropriate for each brand of equipment): filter checks, blower belt checks, inspection of condensate pans, remote condenser checks, compressor sight glass checks, compressor discharge temperature checks, blower bearing checks, and air heat transfer coil checks. All service checks to be performed in accordance with the owner's manuals of each brand of equipment.
        1. The above is a list of the minimum requirements for quarterly service calls. The scope of bid requires that each vendor will provide a list of what is included in the quarterly service calls for each brand of equipment that is included in the bid.

f. Filter changes
    i. Each primary and secondary location will include two (2) to three (3) filter changes per year.
    ii. Standard filter change will include pleated filters MERV 7 or better. If an alternate filter is to be provided, please provide a description of the alternative and the MERV rating.
    iii. Contract to include purchase of filters by contractor.

g. Blower belt replacement
    i. Each primary and secondary location will include annual replacement of all blower belts with each location given the option to request blower belt replacement annually or only when needed.
    ii. Contract to include purchase of blower belts by contractor. Additional blower belts replacement will be at the expense of the City.

h. Annual cleaning of condenser coils
    i. Contract to include one (a) annual condenser coil cleaning for all appropriate equipment after pollen dispersion of cottonwood seed.
        1. Powerwash all HVAC unit condenser coils using at least 190-degree water at 2000 psi.

i. Maintenance and Service calls
    i. Contract to include price for service calls during regular hours, evening hours, weekends, and holidays.
    ii. Contract to include labor only.

Equipment Covered by Location and Guaranteed Pricing

Primary Locations:		**Myrick**			
Liberty Community Center					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		3			
Alerton System – repair technician years of experience		20			
Engineered Air Unit - # of service technicians on staff		3			
Engineered Air Unit – repair technician years of experience		20			
Total cost per quarter for quarterly PMI		$2,110.00			
Total cost per visit for purchase and installation of filters		$532.00			
Total cost for annual condenser coil cleaning		$1,192.00			
Total cost for annual replacement of all blower belts		$275.00			
Total cost for annual service inspection of facility boilers		$462.00			
Rate for service call during regular business hours		$111.50			
Rate for service call before/after business hours		$167.25			
Rate for service call on Saturdays		$167.25			
Rate for service call on a holiday & Sundays		$223.00			
Trip charge rate		$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications: 1) # of years company has been in business		1.5			
2) Bonding capacity of company		$500,000			

Primary Locations:		Myrick			
City Hall					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Unit - # of service technicians on staff		NA			
Engineered Unit – repair technician years of experience		NA			
Total cost per quarter for quarterly PMI		$717.00			
Total cost per visit for purchase and installation of filters		$150.00			
Total cost for annual condenser coil cleaning		$650.00			
Total cost for annual replacement of all blower belts		$152.00			
Rate for service call during regular business hours		$111.50			
Rate for service call before/after business hours		$167.25			
Rate for service call on the weekends		$167.25			
Rate for service call on a holiday & Sundays		$223.00			
Trip charge rate		$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Boiler Inspection Annual		NA			
Contractor Qualifications: 1) # of years company has been in business		1.5			
2) Bonding capacity of company		$500,000			

Primary Locations:		Myrick			
Animal Shelter					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per quarter for quarterly PMI		$422.00			
Total cost per visit for purchase and installation of filters		$150.00			
Total cost for annual condenser coil cleaning		$643.00			
Total cost for annual replacement of all blower belts		$152.00			
Rate for service call during regular business hours		$111.50			
Rate for service call before/after business hours		$167.25			
Rate for service call on the weekends		$167.25			
Rate for service call on a holiday & Sundays		$223.00			
Trip charge rate		$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications: 1) # of years company has been in business		1.5			
2) Bonding capacity of company		$500,000			

Primary Locations:		Myrick			
Water Treatment Plant					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per quarter for quarterly PMI		$844.00			
Total cost per visit for purchase and installation of filters		$75.00			
Total cost for annual condenser coil cleaning		NA			
Total cost for annual replacement of all blower belts		$65.00			
Rate for service call during regular business hours		$111.50			
Rate for service call before/after business hours		$167.25			
Rate for service call on the weekends		$167.25			
Rate for service call on a holiday & Sundays		$223.00			
Trip charge rate		$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications: 1) # of years company has been in business		1.5			
2) Bonding capacity of company		$500,000			

Primary Locations:		Myrick			
Fire Station #1, #2, #3					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per quarter for quarterly PMI		$643.00			
Total cost per visit for purchase and installation of filters		$100.00			
Total cost for annual condenser coil cleaning		$211.00			
Total cost for annual replacement of all blower belts		$50.00			
Rate for service call during regular business hours		$111.50			
Rate for service call before/after business hours		$167.25			
Rate for service call on the weekends		$167.25			
Rate for service call on a holiday & Sundays		$223.00			
Trip charge rate		$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications: 1) # of years company has been in business		1.5			
2) Bonding capacity of company		$500,000			

Primary Locations:		Myrick			
Liberty Wastewater Treatment Plant					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per PMI		$1,688.00			
Total cost per visit for purchase and installation of filters		$300.00			
Total cost for annual condenser coil cleaning		$643.00			
Total cost for annual replacement of all blower belts		$152.00			
Rate for service call during regular business hours		$111.50			
Rate for service call before/after business hours		$167.25			
Rate for service call on the weekends		$167.25			
Rate for service call on a holiday & Sundays		$223.00			
Trip charge rate		$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications: 1) # of years company has been in business		1.5			
2) Bonding capacity of company		$500,000			

Secondary Locations:		Myrick			
Public Works Buildings					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per PMI		$316.50			
Total cost per visit for purchase and installation of filters		$10.00			
Total cost for annual condenser coil cleaning		$105.50			
Total cost for annual replacement of all blower belts		NA			
Rate for service call during regular business hours		$111.50			
Rate for service call before/after business hours		$167.25			
Rate for service call on the weekends		$167.25			
Rate for service call on a holiday & Sundays		$223.00			
Trip charge rate		$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications: 1) # of years company has been in business		1.5			
2) Bonding capacity of company		$500,000			

Secondary Locations:		Myrick			
Parks Maintenance Building					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per PMI		$71.00			
Total cost per visit for purchase and installation of filters		$8.80			
Total cost for annual condenser coil cleaning		$8.80			
Total cost for annual replacement of all blower belts		NA			
Rate for service call during regular business hours		$111.50			
Rate for service call before/after business hours		$167.25			
Rate for service call on the weekends		$167.25			
Rate for service call on a holiday & Sundays		$223.00			
Trip charge rate		$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications: 1) # of years company has been in business		1.5			
2) Bonding capacity of company		$500,000			

Secondary Locations:		Myrick			
Capitol Federal Sports Complex Building					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Unit – repair technician years of experience		NA			
Total cost per PMI		$300.00			
Total cost per visit for purchase and installation of filters		$48.00			
Total cost for annual condenser coil cleaning		$48.00			
Total cost for annual replacement of all blower belts		$30.00			
Rate for service call during regular business hours		$111.50			
Rate for service call before/after business hours		$167.25			
Rate for service call on the weekends		$167.25			
Rate for service call on a holiday & Sundays		$223.00			
Trip charge rate		$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications: 1) # of years company has been in business		1.5			
2) Bonding capacity of company		$500,000			

Secondary Locations:		Myrick			
Frank Hughes Library					
Work performed during quarterly service calls		NA			
Alerton System - # of service technicians on staff		NA			
Alerton System – repair technician years of experience		NA			
Engineered Air Unit - # of service technicians on staff		NA			
Engineered Air Unit – repair technician years of experience		NA			
Total cost per PMI		$150.00			
Total cost per visit for purchase and installation of filters		$22.00			
Total cost for annual condenser coil cleaning		$40.00			
Total cost for annual replacement of all blower belts		NA			
Rate for service call during regular business hours		$111.50			
Rate for service call before/after business hours		$167.25			
Rate for service call on the weekends		$167.25			
Rate for service call on a holiday & Sundays		$223.00			
Trip charge rate		$40.00			
Standard percent mark up on parts		20%			
Considering the last five years, company's average annual percent increase on labor?		3-5%			
Considering the last five years, company's average annual percent increase on parts/material?		3-5%			
Contractor Qualifications: 1) # of years company has been in business		1.5			
2) Bonding capacity of company		$500,000			

Appendix B

Standard Terms and Conditions

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

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

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

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

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

E. *Insurance*
The Contractor shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Contractor, its agents, representatives, employees or subcontractors. The City of Liberty shall be included as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date. Nothing in this requirement is or shall be deemed a waiver of the City's sovereign immunity.

1. Comprehensive General Liability:

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

2. Comprehensive Automobile Liability:
   - Minimum $3,370,137 combined single limit for bodily injury and property damage per occurrence

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

4. Employers' Liability:
   - $1,000,000 each employee, $1,000,000 each accident and $1,000,000 policy limit

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

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

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

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

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

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

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

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

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

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

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

M. *Drug/Crime Free Work Place*
The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Liberty property are prohibited:

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

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

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

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

P. *Permits*

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64068.

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

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

Appendix C

Federal Work Authorization Affidavit

STATE OF MISSOURI
COUNTY OF ________________

AFFIDAVIT

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

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

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

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

KNOWINGLY:
A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority, personally appeared ______________________________,

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

1. My name is Travis Myrick and I am currently the VP (Title) of Myrick Mechanical LLC hereinafter "Contractor", whose business address is 700 Main St. Pleasanton KS ____________________, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Liberty: **Project PK25-02, HVAC Citywide Preventive Maintenance and On-Call Repair Services.**

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

Further, Affiant saith not.

____
(SIGNATURE)

Travis Myrick
[printed name], Affiant

Subscribed and sworn to before me this 1 day of November, 2024

TEL-LEA L. COX
Notary Public - State of Kansas
My Appt. Expires 09/30/2025

____
Notary Public State of ~~Missouri~~ Kansas

My Commission Expires: 09/30/2025
Commissioned in Linn County
Commission #: 1187892

PLEASE NOTE:

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

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

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: November 25, 2024
A/R No.: 2024-234

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant Parks and Recreation Director

Subject: Ordinance approving a guaranteed pricing agreement with Brady Industries for FY 2025 city-wide purchase and delivery of custodial supplies in an amount not to exceed $53,000.00

Summary:

- Several City Departments utilize an independent contractor to provide delivery of custodial supplies.
- The primary supplies purchased under this agreement include hand soap, disinfectant, surface cleaners, toilet paper, trashcan liners, hand sanitizer, and air freshener.
- The departments' operating budgets that require custodial supplies include funding for the purchase and delivery of custodial supplies for a cumulative total of $53,000. This pricing is based on historical average consumption and may fluctuate pending the increase or decrease of 2025 custodial supply needs.
- Two vendors, Brady Industries (current vendor) and Buckeye International, offered comparable proposals based on the "basket of goods" cost analysis.
- Buckeye International bid for other products than what were listed in the RFP, which required additional comparison for each product. After comparing the amount of product per case from each vendor, it was determined that Brady Industries submitted the lowest priced proposal.
- Brady shared information noting a 3% market increase for many products, including paper goods and can liners. Adjustments were made to pricing for 2024. Using the same quantities and products from the 2023 bid for comparison, we can anticipate less than a $1,500.00 increase overall. Pricing remained significantly lower than pricing received from Buckeye International during the initial bid process in 2022.
- Brady Industries confirmed the pricing for 2025 would remain the same as in 2024.
- This ordinance request represents the third and final year of this agreement.

Background:

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

	2023 Bid
Brady Industries, NKC, Missouri………..........................	$49,552.77
Buckeye International, Riverside, Missouri………………	$45,342.65
Tri-Lateral Sales, Kansas City, Missouri………………...	$53,325.16
Central Poly Bag Corp, Linden, New Jersey…………….	$8,247.00
Pyramid School Products……..………………………….	No Bid
Veritiv Corp……………………………………… …………	No Bid

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

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

Brady Industries provided custodial supplies for the City of Liberty from 2020-2024 with satisfactory results. Brady Industries shared information noting a 3% market increase for many products, including paper goods and can liners. Adjustments were made to pricing for 2024. Using the same quantities and products from the 2023 bid for comparison, we can anticipate less than a $1,500 increase overall. Pricing remained significantly lower than pricing received from Buckeye International during the initial bid process in 2022. Brady confirmed the pricing for 2025 would remain the same as in 2024. Staff recommends engaging in year three (2025) of a potential three, one-year agreements with Brady Industries.

Previous Action (if applicable):

Resolution No. 11662 authorizing the initial and first year contract with Brady Industries was passed by City Council on November 14, 2022. Resolution No. 11834 authorizing the 2nd year contract with Brady Industries was passed by City Council on November 13, 2023.

Policy/Committee Review:

	Citizen Sales Tax Oversight Committee	Completed/Recommended:
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
x	Other: Park Board	Completed/Recommended: 11-07-2024

Financial Considerations:

Budgeted:	Line Item: 100.53008.160.000000 Line Item:	Amount: $53,000.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

<u>Attachments</u>:

1. ORDINANCE 2025 Brady Industries - City-wide Custodial Supplies
2. Signed CONTRACT 2025 Brady Industries - Citywide Custodial Supplies

Document No. _______

ORDINANCE NO. __________

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH BRADY INDUSTRIES FOR 2025 CITY-WIDE PURCHASE AND DELIVERY OF CUSTODIAL SUPPLIES IN AN AMOUNT NOT TO EXCED $53,000.00

WHEREAS, multiple City of Liberty departments include funding in their budgets for purchase and delivery of custodial supplies for a combined annual estimate of $53,000.00; and

WHEREAS, this pricing is based on historical average usage levels and may fluctuate pending increased or decreased custodial supply needs; therefore

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and Brady Industries, 1200 Erie St, North Kansas City, MO 64116, in an amount not to exceed FIFTY-THREE THOUSAND DOLLARS AND 00/100 ($53,000.00) for FY 2025 purchase and delivery of custodial supplies, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _________ day of _________________________, 2024

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

Approved by the Mayor this _________ day of ___________________________, 2024

____
MAYOR

GUARANTEED PRICING AGREEMENT WITH BRADY INDUSTRIES FOR 2025 CITY-WIDE PURCHASE AND DELIVERY OF CUSTODIAL SUPPLIES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 25th day of November, 2024, by and between Brady Industries an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1200 Erie St., North Kansas City, MO 64116, hereafter referred to as the Contractor, and The City of Liberty, Clay County, Missouri, with its principal office located at 101 E. Kansas Street, Liberty, Missouri, hereinafter referred to as CITY.

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

This contract was approved on **November 25, 2024** and is effective as of **January 1, 2025** and shall remain in effect as described within.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all products as specified in Request for **Proposal PK23-01** and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
CONTRACT TERM

The term of this contract shall be **January 1, 2025** to **December 31, 2025** and represents year three of the potential three one-year agreements if both parties mutually consent to continue the agreement under the same terms and conditions.

Product Type	Product Code	2025 Product Price
Hand Soap	CM9319	$33.85
Hand Towels	PG5203	$50.41
Toilet Tissue	PK0922	$44.18
Toilet Tissue	PK0925	$37.27
Toilet Tissue	PK0900	$39.46
Toilet Tissue	PK0292	$43.93
Trash Can Liner	LB4881	$33.94
Urinal Screens	MA-MB21	$20.12
Gym Wipes	WE9507	$95.72
Air Freshner	HSAWPA229	$62.21
Floor Cleaner	PH7 Ultra	$100.50
Glass Cleaner	CK9314	$85.95
Disinfectant	Quat-Stat	$165.10
Disinfectant	CK9317	$91.05
Floor Cleaner	No Rinse	$86.10
Trash Can Liner	LB3340	$27.81
Natural Liner	LB1820	$20.95
Wipers	303362	$71.25
Toilet Tissue	P19650	$51.33

Minimum order $250 if under $25.00 service fee; $8.00 fuel surcharge per delivery

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and in accordance with the product rates proposed in Article II Contract Terms. The City operating budgets include funding for $53,000. This pricing is based on past usage levels and may fluctuate pending the increase or decrease of 2025 custodial supplies needs.

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

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: the Contractor will invoice the City upon the delivery of pre-ordered goods. Payment shall be made upon receipt of invoices presented as outlined in Appendix B.

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

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

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

ARTICLE V
INSURANCE REQUIREMENTS

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

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

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

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

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

ARTICLE VII
RESPONSIBILITIES

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

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

Contractor agrees to provide all services necessary to perform and complete the contract as specified.

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

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

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

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

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

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

ARTICLE VIII
TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX
ARBITRATION

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

ARTICLE X
INDEMNIFICATION

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

ARTICLE XI

CONTRACT DOCUMENTS

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

- This Agreement
- Scope of Work (Appendix A)
- General Terms and Conditions (Appendix B)

ARTICLE XII
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

OWNER: **City of Liberty, Missouri**

____

By: ______________________________

Title: ______________________________

Attest: ______________________________

Title: ______________________________

Address for giving notices:
City of Liberty, MO - Parks & Rec Department
1600 S. Withers Rd.
Liberty, MO 64068

CONTRACTOR: **Brady Industries**

____

By: Emily Stone

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

Attest: ______________________________

Title: ______________________________

Address for giving notices:
1200 Erie
North KC, MO 64116

____

Liberty Business License No.: ______________________________

APPENDIX A

Scope of Work, Special Provisions, and Guaranteed Pricing 2025 City of Liberty City-wide Custodial Supplies (Original Agreement 2023)

The City of Liberty is soliciting bids for purchase and delivery of custodial supplies for City of Liberty departments:

- Park Maintenance @ 359 S. Terrace Ave
- Public Works @ 400 Suddarth
- Water Plant @ 1920 Clay Brooke Drive
- City Hall @ 101 E. Kansas St.
- Utility Operations @ 2800 Treatment Plant Road
- Capital Federal Sports Complex @ 2200 E. Old 210 Hwy
- Liberty Community Center @ 1600 S. Withers Road
- Fire Department with buildings at 200 W. Mississippi, 1040 Kent Street, and 2300 N. Lightburne St.

General provisions include the following:

- In an effort to lower overall product costs, excluding an occasional emergency delivery that may occur, delivery to all City of Liberty departments may be scheduled on the same day.

- Deliveries will be made at each site noted above. Additional departments may be added.

- Product will be invoiced per site.

- Items listed in Proposal Form C and Alternate D are not all inclusive. The items listed are the primary products purchased for various departments. The product total on this list will be used to determine the low bid vendor. Additional items will be purchased during the term of the contract. <u>The product names and manufacturing numbers included on the list are not exclusive but are included to assist vendor in developing an RFP to provide product consistency.</u>

- Product dispensers (i.e. soap, paper towels, toilet paper, etc.) are included as a part of the product bid. No extra charges are to be added to provide dispensers for products purchased from successful vendor. Successful vendor will work with each facility representative to determine type of dispenser (if options are available) and best locations.

- Be able to provide documentation of purchases per department as requested.

- Scope of work from January 1, 2025 to December 31, 2025.

Appendix B

Standard Terms and Conditions

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

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

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

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

1. Comprehensive General Liability:
    - Minimum Limits - $2,000,000 per occurrence and $2,000,000 aggregate

2. Comprehensive Automobile Liability:
    - Minimum $2,000,000 combine single limit for bodily injury and property damage per occurrence

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

4. Employers' Liability:
    - $1,000,000 each employee, $1,000,000 each accident and $1,000,000 policy limit

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

F. *Employment Discrimination by Contractors Prohibited/Wages/Information*

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

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

G. *Invoicing and Payment*

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

H. *Cancellation*

The City of Liberty reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. Contractual Disputes

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

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Liberty shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

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

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

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

N. Permits

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64068.

O. *Compliance with Missouri Law Regarding the Employment of Illegal Aliens*
The successful Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This will include certification to the City of such.