



Agenda

City Council Special Regular Session

Monday, May 19, 2025 - 7:00 PM
Council Chambers

I. Call to Order

II. Roll Call

III. Proclamations

- A. Emergency Medical Services Week Proclamation

IV. Approve Minutes and Summaries

- A. Special Session Minutes of April 17, 2025

V. Meeting Schedule

VI. Consent Agenda

- A. Regular Session Minutes of April 14, 2025
- B. Boards and Commissions Reappointments
 - 1. Citizens Sales Tax Oversight Committee
 - a. Reappoint Paul Jenness to a term expiring 5/15/2028.
 - b. Reappoint Carol Kingery to a term expiring 5/15/2028.
 - 2. Liberty Arts Commission
 - a. Reappoint Greg Duncan to a term expiring 5/15/2028.
 - b. Reappoint Molly Hon to a term expiring 5/15/2028.
 - c. Reappoint Brian Kelley to a term expiring 5/15/2028.
 - 3. Liberty Community Christmas Tree
 - a. Reappoint Amy Abbiatti to a term expiring 5/1/2028.
 - b. Reappoint Hank Pittman to a term expiring 5/1/2028.
 - 4. Parks & Recreation Board
 - a. Reappoint James Gifford to a term expiring 6/1/2028.
 - b. Reappoint Rachel Hollinberger to a term expiring 6/1/2028.
 - c. Reappoint Anissa Wolfe to a term expiring 6/1/2028.
 - 5. Planning & Zoning
 - a. Reappoint Dee Rosekrans to a term expiring 1/1/2028.

VII. Public Hearings

- A. Ordinance amending the official zoning map of the City of Liberty, MO by rezoning 11.49 acres from R-1A, "Suburban Residential District" to M-1, "Light Industrial District" for 102,600 square feet of industrial space, north of Heartland Dr., south of US 69 Hwy. (P&Z Case 25-19R&PDP)
- B. Resolution approving a special use permit to allow the temporary sale of fireworks from June 20, 2025 to July 4, 2025 on a 1.58-acre lot at 530 North Church Road (P&Z Case 21-SUP)

- C. Resolution approving a preliminary development plan for North Liberty Logistics Park at 3905 Edgar Petty Road, an approximately 4 million square foot, nine-building industrial development between Interstate 35 and U.S. Highway 69, including two variances (P&Z Case 25-17PDP)

VIII. Ordinances, Contracts and Resolutions

- A. Ordinance acknowledging vendor payments for the period of May 2, 2025 to May 9, 2025
- B. Resolution approving a preliminary plat for north Liberty Logistics Park, a nine-lot subdivision on 357 +/- acres at 3905 Edgar Petty Road (P&Z Case 25-18PP)
- C. Resolution approving a preliminary plat for Heartland Meadows, 15th Plat, 1 Lot on 11.49 acres, located northwest of Heartland Dr., south of US 69 Hwy. (P&Z Case 25-20PP)
- D. Ordinance amending Ordinance No. 11951, approving a contract with the Mid-America Regional Council pertaining to senior services, by approving Amendment No. 2, increasing the set maximum reimbursement rates from a period of July 1, 2024 through June 30, 2025
- E. Ordinance approving an agreement for service with JCI Industries, Inc. for the rebuild of the carousel gear box for the Wastewater Treatment Plant in an amount not to exceed \$69,944.00
- F. Ordinance to enable Liberty, Missouri to join Show Me Pace, pursuant to sections §67.2800 TO §67.2835, RSMO, the "Property Assessment Clean Energy Act," and stating the terms under which the City will conduct activities as a member of such District
- G. Ordinance approving an amended development agreement between the City and Northpoint Development, LLC; and authorizing and approving certain actions in connection therewith
- H. Ordinance approving a contracting services agreement with The Havens Construction Co., Inc. for the construction of the City of Liberty Project (25-011) N. Church Rd. & Camille St. Storm Sewer Repair Project in an amount not to exceed \$98,475.00
- I. Ordinance approving a contractor services contract with OWN, Inc. for geotechnical investigation for the City Hall Police Building addition in an amount not to exceed \$25,950.00

IX. Other Business

X. Miscellaneous Matters from City Administrator

XI. Miscellaneous Matters from Mayor and City Council

XII. Adjournment

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, training members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, the Mayor and City Council wish to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, I, Greg Canuteson, Mayor of the City of Liberty, Clay County, Missouri, proclaim the week of May 18-24, 2025 as

EMERGENCY MEDICAL SERVICES WEEK

in the City of Liberty, Missouri, and with the theme, *We Care. For Everyone*, I call upon all citizens to observe this week in honor of the men and women whose diligence and professionalism provide lifesaving services to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the official seal of the City of Liberty, Clay County, Missouri
this 19th day of May, 2025.

Greg Canuteson, Mayor



City Council Meeting

Special Session Minutes

April 17, 2025

I. CALL TO ORDER

A special session meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers, on April 17, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 3:00 p.m.

II. ATTENDEES

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

Council Members Absent: Adam Travis, Ward II and Jeff Watt, Ward III

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Katherine Sharp, Planning and Development Director
Sarah Ranes, Deputy City Clerk

Public Present: None

III. OTHER BUSINESS

A. Motion to acknowledge certified Municipal Election results from April 8, 2025

The Election Board has provided the results of the April 8, 2025 election as shown on the attached document. The elected officials are:

	<u>Votes</u>
Greg Canuteson, Mayor	2,987
Harold Phillips, Council Member Ward I	796
Kelley Pozel, Council Member Ward II	914
Jeff Watt, Council Member Ward III	1,198
Gene Gentrup, Council Member Ward IV	705
David Fulk, City Clerk	3,584
Cameron Brenton, Constable	2,314
Terry Mills, Auditor	3,457
Matthew Smith, Treasurer	3,437

<u>Question:</u>	<u>Yes</u>	<u>No</u>
'Shall the City of Liberty, Missouri be authorized to increase its general sales tax by one percent for the purpose of providing funds for costs of public safety, including the construction of a police facility?'	2,388 (51.96%)	2,208 (48.04%)

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

IV. ADJOURNMENT

The meeting adjourned at 3:01 p.m.

Greg Canuteson, Mayor

Attest:

Deputy City Clerk



City Council Meeting

Regular Session Minutes

April 14, 2025

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on April 14, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

III. INVOCATION AND PLEDGE OF ALLEGIANCE

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

IV. ROLL CALL

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

Council Members Absent: None

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

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

V. APPROVE MINUTES AND SUMMARIES

A. Study Session Summary of January 7, 2025

Council Member Hagan moved to approve the summary as distributed. Council Member Phillips seconded the motion, which carried 8-0-0.

B. Regular Session Minutes of March 10, 2025

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

C. Regular Session Minutes of March 24, 2025

Council Member Gentrup moved to approve the minutes as distributed. Council Member Watt seconded the motion, which carried 7-0-1. Council Member Phillips abstained due to absence.

VI. PROCLAMATIONS

A. National Public Safety Telecommunicators Week

Mayor Canuteson read and presented the Proclamation to Dispatchers Chondra Bethards and Brooke Wolfe

B. National Animal Control Officer Appreciation Week

Mayor Canuteson read and presented the Proclamation to Animal Control Officer Samantha Lehmann.

VII. MEETING SCHEDULE

VIII. CONSENT AGENDA

A. Regular Session Minutes of February 10, 2025

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

B. Regular Session Minutes of February 24, 2025

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

C. Motion to approve the purchase of a New Holland Workmaster 75 Tractor from Skyview Equipment in an amount not to exceed \$77,800.00

Due to the start of the mowing season, it is important that staff have a functional tractor and mowing attachment. It is critical that a new tractor is received and staff received two quotes for a 2025 New Holland Powerstar 75 Tractor and Mower without a trade-in.

- Fries Ag and Turf \$78,166.32
- Skyview Equipment \$77,800.00

Staff are amending the requested action to purchase a new tractor and mower from the October 14, 2024, agenda because those quotes are based on a trade-in of the existing tractor. Staff weren't able to complete the purchase or encumbrance of funds last fall because there wasn't a running tractor. The current tractor has been in the shop for warranty work since June 2024. Staff borrowed equipment from the Parks department for mowing last year, which has impacted service delivery to both Parks and Public Work's work needs. Staff continue to work with the company regarding the warranty work, but it still has not been repaired for service. The Parks Department tractor is the same model as the one purchased by Public Works and has been performing well. The one purchased by Public Works has not worked well since it was originally purchased. It has been in for warranty work every year since it was purchased.

The previous purchase order number 240178 with Fries AG & Turf, LLC, in the amount of \$51,946.32 has been cancelled. The original lower price reflected a reduction based on a \$25,000 trade-in for a functional tractor.

Once the existing tractor is functional, it will be sold and those funds will return to the original Capital Sale tax fund.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

D. Motion to approve the purchase of fitness equipment for the Liberty Community Center from Advanced Exercise in an amount not to exceed \$46,156.20

The Liberty Community Center has used Life Fitness equipment since 2002 because of the technological advances the Life Fitness brand provided over other brands. The Liberty Community Center continues to use the Life Fitness brand of equipment for its reliability, continuous advances in technology and ease of use. Advanced Exercise Equipment, the local provider of Life Fitness/Hammer Strength equipment, is the approved Sourcewell Coop provider of fitness equipment. The Sourcewell Coop is also recognized by the Mid-America Regional Council (MARC) as having met the standards for an approved coop.

The total cost of this purchase is \$46,156.20; the list of fitness equipment scheduled for purchase is as follows:

- 2 Replacement Integrity Treadmills w/ 16-inch console (\$18,198.60)
- 2 Replacement Integrity + Elliptical Cross trainer w/ 16- inch console (\$15,398.60)
- Replacement Integrity + Recumbent Lifecycle bike w/ 16-inch console (\$6,019.30)
- New Cascade Air Bike Unlimited (\$1,676.50)
- Replacement Life Fitness Multi-Adjustable Bench (\$1,495.20)
- Freight and Delivery (\$3,368.00)

- Total \$46,156.20

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

E. Historic Downtown Liberty, Inc. Temporary Event Liquor Licenses

Historic Downtown Liberty, Inc. (HDLI) has applied for three temporary liquor licenses to serve alcohol. Because the public will have access to the events, State statute and City ordinance require a license. The organization contacted the owners/occupants of all properties within one hundred eighty-five (185) feet of the event locations, notifying them of the proposed events and the time and place of the Council meeting at which the applications will be considered.

1. Resolution approving a Temporary Event Liquor License for Historic Downtown Liberty, Inc. for the '20 - Year Birthday Block Party' event on Saturday, June 21, 2025, to be held at 12 N. Main Street (on the street)

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3448.

2. Resolution approving a Temporary Event Liquor License for Historic Downtown Liberty, Inc. for the 'Beer Crawl' event on Saturday, July 19, 2025, to be held at 11 N. Gallatin Street (in the parking lot)

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3449.

3. Resolution approving a Temporary Event Liquor License for Historic Downtown Liberty, Inc. for the 'Witches Brew' event on Thursday, October 2, 2025, to be held at 11 N. Gallatin Street (in the parking lot)

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3450.

IX. PUBLIC HEARINGS

A. Adoption of 2025 Utility Rates

In 2025, the City of Liberty has recommended increases in water, wastewater, and solid waste rates. These adjustments are essential to support infrastructure improvements, particularly the rehabilitation and repair of aging utilities. The City Council, Budget Committee, and staff have collaborated to incorporate numerous cost efficiencies into the utility budgets, ensuring that rate increases are used effectively to enhance service reliability and infrastructure.

The 2025 rate recommendations for the wastewater fund remain below the levels suggested by the HDR study conducted prior to the 2012 construction of the wastewater treatment plant. This study served as a feasibility assessment for the plant's development.

Despite certain cost increases, the implementation of efficiencies has led to significant cost avoidance, allowing utility funds to cover priority expenditures such as capital replacements and system maintenance. The Mayor, City Council, and staff are committed to managing utilities responsibly, ensuring that rate increases directly contribute to infrastructure enhancements. This approach aligns with the priority of rehabilitating and repairing aging utilities.

To assist residents, the City offers a Water and Sewer Utility Bill Credit Program, providing qualified senior citizens and disabled individuals with a 15% reduction in water and wastewater rates. Applicants must participate in the Missouri property tax/rent rebate program and provide proof of eligibility.

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

1. ORDINANCE AMENDING SECTION 29-25 (a) "WATER RATES" OF THE CODE OF THE CITY OF LIBERTY, MISSOURI

Document No. 9914 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12078.

2. ORDINANCE AMENDING SECTION 29-49.1 "SANITARY SEWER RATES" OF THE CODE OF THE CITY OF LIBERTY, MISSOURI

Document No. 9915 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12079.

3. RESOLUTION ADOPTING SOLID WASTE (SANITATION) SERVICE CHARGES

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

Vote: Motion passed 8-0-0

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

No: None
Abstain: None
Inscribed in Resolution No. 3451.

X. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of March 14, 2025 to April 4, 2025

Document No. 9916 was read.

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

Roll Call

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12080.

B. Ordinance approving an agreement with Andrea Plunkett Company, LLC for the demolition of four existing metal doors and frames and installation of four new fiber-reinforced polymer doors for the Headworks Building located at the Wastewater Treatment Plant in an amount not to exceed \$30,000.00

These existing four doors are on the Wastewater Treatment Plant Headworks building. Headworks building is the first stage of treatment where debris is removed and raw wastewater is received. The building is subject to certain gases and environments which are corrosive to metal. The existing doors and frames are metal. Over the past eight years, the gases and environment have weakened the metal doors, causing security risks, wintertime access issues, and sanitary issues. FRP was selected as a replacement due to being more resistant to the corrosive environment, resulting in a longer life.

Headworks has seven doors. Two of the doors are garage doors. Four of the doors are standard industrial-type doors. Two are used for the Headworks control center. The ones being replaced in this action are the four standard industrial types. The other doors are currently in good condition.

Three bids were received. APCO was selected due to having better details in their bid, such as perimeter sealing doors with caulking (whereas this detail is missing in the other bid), and glass is 1/4" tempered.

Document No. 9917 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12081.

- C. Ordinance approving a contract with Great River Associates, Inc. for the material testing for the M-291/Blue Jay Drive Traffic Signal and Stewart Road/M-291 intersection improvements project in an amount not to exceed \$38,070.00

The City in the near future will be commencing construction on the M-291/Blue Jay Drive traffic signal and Stewart Road/M-291 intersection improvements project.

As the project includes Federal funding, there are heightened material testing requirements. The City does not have the capacity to conduct the required testing itself and therefore must contract it out. The City requested proposals from three prequalified firms for construction inspection/engineering services. The firms were:

- Brungardt Honomichl & Company (BHC) opted not to pursue the project.
- Great River Engineering (GRE) - provided a project proposal.
- UES Professional Solutions 25, LLC (UES) - non-responsive.

City staff recommend approving a contract with Great River Associates, Inc. for the material testing associated with the M-291/Blue Jay Drive traffic signal and Stewart Road/M-291 intersection improvements project for an amount not to exceed \$38,070.00.

Document No. 9918 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12082.

- D. Ordinance approving a contract with Black and McDonald, LLC for traffic signal upgrades at South Wales and South Withers Road Intersection in an amount not to exceed \$45,562.40

Many of the traffic signals in the City of Liberty have equipment components that vary in age and technology. As traffic signal equipment evolves, aged components that reach the end of their useful life and cannot be repaired are replaced with upgraded technology. Controllers are the computer brains of the traffic signal in the controller cabinet through which detection calls are received, and signal timing plans executed. Detection equipment utilizes various types of technologies, such as electrical induction loops embedded in pavement, visual cameras, radar detection (i.e. Wavetronix), etc. These technologies and equipment continue to evolve, and new technologies are introduced into the industry.

The City maintains a budget for traffic signal maintenance and preventative maintenance inspection. Many of these activities are funded with Transportation and Capital Sales Tax funds.

Black & McDonald is the firm contracted by the City for traffic signal repair and preventive maintenance inspection of traffic signals. City staff requested quotations from the contractor for upgrading aged equipment at two signalized intersections: South Wales Street at South Withers Road, and South Wales Street at Liberty Drive. Much of the existing controller and detection equipment is original from when the traffic signals were constructed over 20 years ago.

The traffic signal at South Withers Road and South Wales Street has recently experienced more frequent detection equipment malfunctions. The existing detection equipment consists of outdated camera technology, and many of the parts required to fix recurring issues are no longer available. City design and construction specifications for new traffic signals in Liberty currently require radar detection system equipment, such as the Wavetronix System. The controller is multiple generations out of date and in need of upgrade. The quoted total cost to upgrade the controller and detection system from camera to radar is \$45,562.40. The annual budget has allocated \$50K for traffic signal equipment upgrades in the Capital Sales Tax funds.

City staff recommends approving an ordinance approving a contract with Black & McDonald, LLC for traffic signal upgrades at South Wales Street and South Withers Road intersection.

Document No. 9919 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12083.

- E. Ordinance approving an agreement for service with Teklabs, Inc. for laboratory services at the wastewater treatment plant in an amount not to exceed \$45,000.00

Liberty started using Teklabs, Inc in 2024 for sample analysis at the Wastewater Treatment Plant. Teklabs has been very responsive with results, which has been crucial for process control. This action is to continue the laboratory services with Teklabs for the Wastewater Treatment Plant in 2025.

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

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

1. Influent sampling is performed, so the plant can document incoming nutrient and contaminant loading and to aid with calculating removal rates for nutrients.
2. Discharge sampling is performed to document the nutrients and contaminants that are discharged into the receiving stream and to calculate the effectiveness of the treatment process. It is also used to calculate removal rates for nutrients.
3. Instream sampling is performed to evaluate the effect that the Wastewater Treatment plant is having on the stream.
4. Biosolids are tested to maintain a Class B Biosolids rating, to maintain compliance with the Missouri Department of Natural Resources and the Environmental Protection Agency.

Teklabs, Inc will perform the permit compliance tests and report the value to the Wastewater Treatment Plant. These values are then be assembled into a monthly EDMR (Electronic Discharge Monitoring Report) and reported to the Missouri Department of Natural Resources.

Note: This is a specialized service in which the companies that offer these services are somewhat limited. There are currently two known local labs for wastewater services and they are Pace and Teklabs. Teklabs is the preferred lab due to long lead times and quality control issues with Pace Labs.

Document No. 9920 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12084.

- F. Ordinance approving an agreement with Decker Lawns, LLC for mowing of the water and wastewater properties for calendar years 2025 and 2026 in an amount not to exceed \$60,800.00

Every mowing season, the Utilities Department contracts out for areas that require residential quality mowing. This year, utilities staff sought out a two-year contract with the goal of reducing administrative time commitments and lowering the overall cost of the service. Staff received four bids from qualified firms, of which two provided two-year bids. The areas in the contract are the Wastewater Treatment Plant, Water Treatment Plant, Gordon Water Tower, Nashua Water Tower, Lee Chemical Site and the Wastewater Treatment Plant outfall road. The bids received are as follows:

1. Decker Lawns LLC - \$60,800.00 two-year contract; \$32,000.00 one-year contract
2. Midwest Cuts LLC - \$68,470.00 two-year contract; \$34,235.00 one-year contract
3. Sharp Landscaping - \$31,891.50 one-year contract
4. Yard Man LLC - \$48,906.00 one-year contract

The bid submitted by Decker Lawns, LLC for the two-year contract includes a 10% discount for the second year of the two-year contract.

Staff considered performing the work with additional in-house staff and equipment but determined that we could only be competitive if we were to hire one person. Staff feel the risk of injury to a single-person crew and the potential equipment breakdown outweigh any potential cost savings. Staff recommend awarding a two-year contract to Decker Lawns, LLC for water and wastewater property mowing. This contract will allow the Utilities Department to adequately budget and plan costs associated with this mowing contract for 2025 and 2026.

Document No. 9921 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12085.

- G. Ordinance approving a three-year sponsorship agreement between Visit Liberty and the Liberty Hospital Foundation for the Half Marathon, 10K and 5K event in an amount not to exceed \$30,000.00

The sponsorship will be paid out of the Transient Guest Tax. The Transient Guest Tax is paid by visitors who stay in Liberty's hotels and was approved by voters in 2014. The Tourism Committee sets the annual Transient Guest Tax budget and provides funding for special events, arts, marketing and promotion of Liberty, and wayfinding. Visit Liberty has sponsored the Liberty Hospital Foundation Half Marathon event as the "Goodie Bag Sponsor" in 2022-2024 for \$5,000.00. In 2025, Visit Liberty increased the sponsorship package to the "Expo Sponsor" by \$10,000.00.

Document No. 9922 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12086.

- H. Ordinance approving a Memorandum of Understanding with Mid-Continent Public Library (MCPL) - Withers Branch for the temporary installation of C'est La Vie, a City-owned sculpture, on MCPL-owned property

The Liberty Arts Commission (LAC) desires to place the C'est La Vie sculpture temporarily at the Mid-Continent Public Library in an effort to make city-owned sculptures accessible and prominent. This particular sculpture is in the likeness of Humpty Dumpty, and will be placed on a bench outside the entrance to Mid-Continent Public Library -Withers Branch for up to one year.

Document No. 9923 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12087.

- I. Ordinance approving a contract with Tunks Construction, LLC. for the construction of City of Liberty Project (25-001) Plum Rose storm sewer repair project in an amount not to exceed \$180,398.94

In 2024, City Public Works staff identified an area of collapsing 54" corrugated metal storm sewer pipe at the intersection of Plum Rose Drive and White Oak Lane.

Since that time, a Task Order for the design of improvements has been completed by On-Call Engineering Firm Crawford Murphy and Tilly, resulting in a designed construction plan set. The designed repairs include:

- Removal of the failing corrugated metal storm sewer pipe and replacement with reinforced concrete pipe;
- Removal and replacement of the intersection as required for the repairs to take place; and
- Removal and replacement of ADA ramps and sidewalks as required for the repairs to take place.

The project was publicly advertised for bid and construction bids were opened on February 27, 2025. There was a total of three bidders as follows:

- Havens Construction Co. Inc. - \$184,565.00
- Holthouse Construction LLC. - \$207,464.00
- Tunks Construction LLC. - \$180,398.94

City staff recommend approving an ordinance that will authorize a construction contract with Tunks Construction, LLC. for the construction of the City of Liberty Project (25-001) Plum Rose storm sewer repair project for an amount not to exceed \$180,398.94.

Document No. 9924 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12088.

- J. Ordinance approving a professional services agreement with George Butler and Associates for the design and construction phases of the Mississippi Street water main replacement and Prairie Street water main extension in an amount not to exceed \$103,822.00

This agreement is for the second phase of the Mississippi water main replacement. The design will continue the replacement of the old 4" water line that runs on Mississippi Street from Maple Street to Gallatin Street. This line has experienced numerous breaks over the years due to the failure of the old 4" water line, resulting in costs for repairs and, more importantly, disruptions in service to customers in the area. Staff recommend replacing the 4" cast iron pipe with an 8" C-900 plastic pipe. Plastic pipes, such as the C-900, are known for their durability and can last for decades without needing significant maintenance or replacement. In contrast, cast iron pipes often require repairs or replacement due to rust, cracking, or joint failure over time.

Document No. 9925 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12089.

- K. Resolution amending Resolution No. 3345, accepting grant funding from the Kansas City Area Transportation Authority for the purchase of a 12-passenger bus for the Liberty Parks and Recreation Department Liberty Access Transportation Program

In June 2022, staff applied for a KCATA grant to replace the 2013 bus in our Liberty Access bus fleet. Staff requested funding for a new 12-passenger bus with a wheelchair lift. Staff received grant approval notification from KCATA in the amount of \$60,806.00 for the purchase of a new bus (Res No. 3345, August 14, 2023). Staff received grant approval notification from CCSS in the amount of \$15,000.00 to assist with the purchase of a new bus (Ord. No. 11853, November 13, 2023). Staff received a new Price Analysis Checklist outlining a vehicle purchase price escalation to

\$105,010.00 that created a \$44,204.00 funding gap from the initial purchase cost of \$60,806.00.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3452.

L. Resolution accepting City of Liberty Project 21-001 Withers Road and Holt Drive traffic signal improvement with Capital Electric Line Builders, Inc.

The Withers Road and Holt Drive traffic signal improvement was awarded to Capital Electric Line Builders, Inc. in the amount of \$415,758.00 with Council authorization to spend up to \$457,334.00 on March 13, 2023 (Ordinance No. 11742).

All contract work was completed and accepted by MoDOT and the City on January 5, 2024. All contract work was completed in accordance with City standards, specifications and contract requirements. This action accepts the Withers Road and Holt Drive traffic signal improvement project.

- No retainage was held on this project, as it was not allowed under Federal guidelines, and therefore no retainage was released through this action.
- No Ordinance or Change Order reconciling the contract is to be processed as MoDOT requires individual Change Orders to be processed through them during the life of the project and all have been accepted as of 12/29/2023.
- All project reimbursements from MoDOT have been approved as of 02/07/2024.

Staff recommends acceptance of a Resolution accepting the Withers Road and Holt Drive traffic signal improvement project as constructed by Capital Electric Line Builders, Inc.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3453.

X. OTHER BUSINESS

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 7:52 p.m.

Greg Canuteson, Mayor

Attest:

Deputy City Clerk



**CITY COUNCIL
ACTION REPORT**
Meeting Date: May 19, 2025
A/R No.: 2025-181

Department: Administration

Submitted By:

Subject: Boards and Commissions Reappointments

1. **Citizens Sales Tax Oversight Committee**
 - a. Reappoint Paul Jenness to a term expiring 5/15/2028.
 - b. Reappoint Carol Kingery to a term expiring 5/15/2028.
2. **Liberty Arts Commission**
 - a. Reappoint Greg Duncan to a term expiring 5/15/2028.
 - b. Reappoint Molly Hon to a term expiring 5/15/2028.
 - c. Reappoint Brian Kelley to a term expiring 5/15/2028.
3. **Liberty Community Christmas Tree**
 - a. Reappoint Amy Abbiatti to a term expiring 5/1/2028.
 - b. Reappoint Hank Pittman to a term expiring 5/1/2028.
4. **Parks & Recreation Board**
 - a. Reappoint James Gifford to a term expiring 6/1/2028.
 - b. Reappoint Rachel Hollinberger to a term expiring 6/1/2028.
 - c. Reappoint Anissa Wolfe to a term expiring 6/1/2028.
5. **Planning & Zoning**
 - a. Reappoint Dee Rosekrans to a term expiring 1/1/2028.

Summary:

Background:

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

None



STAFF REPORT

Planning and Zoning Case 25-19R&PDP

Staff: Mike Peterman, Assistant Director of Planning & Development

Date: May 13, 2025

GENERAL INFORMATION

Application:	P&Z Case 25-19R&PDP: Rezoning & Preliminary Development Plan for US Motor Works. Rezoning from R-1A, "Suburban Residential District" to M-1, "Light Industrial District" for 102,600 sf of industrial space on 11.49 acres, north of Heartland Dr., south of US 69 Hwy
Applicant:	Luke McIntosh Davidson AE 4301 Indian Creek Parkway Overland Park, KS 66207
Owner:	Alpha Omega Geotech Inc
Existing Land Use/Zoning:	Undeveloped / R-1A "Suburban Residential"
Future Land Use Designation:	Flex/Industrial
Proposed Zoning:	M-1, "Light Industrial"
Surrounding Land Uses/Zoning:	North: US 69 Hwy and Future North Liberty Logistics Park/ C-2 "General Business" and M-1 "Light Industrial" South: Earnest Shepherd Youth Center/ R-1A "Suburban Residential" East: Heartland Meadows/ M-1 "Light Industrial" West: US 69 Hwy and Undeveloped/ C-2 "General Business"
Public Notice:	Legal Notice printed in Courier Tribune- April 24 Letter sent to property owners within 185 ft. on April 25 Sign Posted on site on April 28
File Date:	April 4, 2025

APPLICANT'S PROPOSAL

Summary

This is an application to rezone 11.49 acres to M-1 "Light Industrial" from R-1A "Suburban Residential" to allow the use of the property for the construction of a 102,600 square foot industrial/warehouse building. The proposed zoning is M-1 "Light Industrial" which allows; non-retail business uses, light manufacturing facilities, distribution and warehousing facilities, restaurants and indoor recreational facilities. *UDO Section 30-68.1.*

The applicant is requesting a variance from the Unified Development Ordinance Section 30-36, the Adequate Public Facilities ordinance, to allow connection to a sanitary sewer line on Heartland Drive by a private easement across an adjacent property. A memo from the City Utilities Director is attached as Exhibit E.

Use

The applicant's proposal includes approximately 102,600 square feet of industrial space in 1 building.

Site Design

The site is proposed north of Heartland Drive, and south of US 69 Hwy. There is one proposed entrance to the site from the Heartland Drive via a private access Easement from Lot 3C Heartland Meadows, which is also owned by the applicant.

There will be a stormwater maintenance area on the north and southwest corner of the property. All stormwater facilities will be further defined in the Final Plat and Final Development Plan stages.

There is a stream that runs through a portion of the site. The stream carries enough volume that necessitates streamside and riparian buffers. The construction of the building and parking areas will be outside of these required buffers. The stormwater facility in the southwest corner will be in the buffer as allowed by the UDO.

Access/Circulation/Parking

There is one proposed entrance to the site from the Heartland Drive via a private access easement from Lot 3C Heartland Meadows, which is also owned by the applicant. All internal drives will be private. There are 54 parking spaces and 12 trailer dock spaces. The parking UDO Section 30-83.2.5 states "All mixed-use buildings and industrial uses, including warehouse facilities shall be determined on a case-by-case basis."

Landscaping

The project is proposed on 1 lot. The proposed open space exceeds the 20% requirements by providing 63.4% open space on site. Large and ornamental trees, evergreens and shrubs are planned throughout the site. In addition, the area west of the creek (4.2 acres) is proposed to be placed in a conservation easement to preserve the existing vegetation on the site. Further evaluation of landscaping will occur at Final Development Plan phase.

Building Design

The building is proposed to be painted concrete tilt up panels. The corners of the building will be a mix of glass storefront windows and EIFS accents and cast reveals in the concrete panels. Final building details will be worked through during the Final Development Plan phase.

VARIANCE REQUEST

The applicant is requesting a variance from the Unified Development Ordinance Section 30-36, the Adequate Public Facilities ordinance, to allow connection to a sanitary sewer line on Heartland Drive by a private easement across an adjacent property. The following conditions, further outlined in Exhibit E, from the City Utilities Director Andy Noll provide the basis for the hardship for a variance:

- The proposed development is on an existing lot and the lot is not created as part of the development.
- The lot does not have access to public gravity sewer mains and to provide gravity sewer the sewer would have to be extended through the property to the south.
- The property to the south is a not for profit and has denied the request to provide a public sewer easement.

- The lot is the only parcel in the immediate area that does not have gravity sewer access.

The Utilities department supports the variance to provide gravity sanitary sewer connection with the following stipulations:

1. The developer will install a private pressure sewer system that will discharge to a public sanitary sewer system through the property to the East that is a contiguous ownership.
2. A private sewer easement and maintenance agreement will be executed and recorded at the Clay County Recorder of Deeds that provides the ability to construct and maintain the private pressure sewer system.
3. A note shall be added to the preliminary and final plats under the "Utility Notes" section stating that the property is serviced by a private pressure sewer system and is subject to access and maintenance in accordance with recorded easement and maintenance agreement recorded

PUBLIC INFRASTRUCTURE

The submitted plans for this application have been evaluated in accordance with the adequate public facilities ordinance:

Streets

The project includes one entrance onto Heartland Dr. via a private access easement from Lot 3C Heartland Meadows, which is also owned by the applicant. The property has frontage along US 69 Hwy but does not intend to provide access at that location. Approval from Missouri Department of Transportation and City of Liberty would be required if access to US 69 Hwy is ever proposed on this lot.

Sanitary Sewer

The developer will install a private pressure sewer system that will discharge to a public sanitary sewer system through the property to the East that is a contiguous ownership. A private sewer easement and maintenance agreement will be executed and recorded at the Clay County Recorder of Deeds that provides the ability to construct and maintain the private pressure sewer system.

Water

Water service will be provided via connections to an existing water main on US 69 Hwy and looped through the site.

Stormwater

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

STAFF ANALYSIS

Staff evaluates all rezoning applications in accordance with the following criteria described in section 30-24.3 of the Unified Development Ordinance:

1. The conformance of the proposed rezoning to the comprehensive plan and other adopted planning policies.

Staff does believe that the application substantially complies with the intent of the Comprehensive Plan. The Future Land Use Framework of the City's Comprehensive Plan, Leading Liberty Forward, placed the development area within the Flex/Industrial future land use category. Per the plan, this future land use category is intended to provide space for a multitude of non-residential, non-commercial uses ranging in intensity from light to heavy, including manufacturing, assembly, warehousing, storage, and distribution uses, amongst others. As an industrial and warehousing development, this application aligns with the intent of this future land use category.

2. The effect the proposed rezoning will have on properties in the general vicinity.

The impacts of this development might include increase in traffic, noise, and light generated by this development. Shepherd Road has been designed to accommodate this traffic capacity. The proposal of an M-1 zoning district is appropriate adjacent to Heartland Meadows and other industrial uses, and shows quality design. The approval of the variance will lessen the impacts to the Earnest Shepherd Youth Center to the south.

3. The extent to which public facilities and services are available and adequate to meet the demand generated by the proposed use.

As further described in the Infrastructure section, the site can be served by adequate public facilities if the variance request is accepted.

In accordance with the Liberty Unified Development Ordinance (UDO), staff's analysis of a Preliminary Development Plan application is guided by Section 30-27.3. In evaluating an application for a preliminary development plan the following three criteria are considered:

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

As addressed above, staff believes this proposal does satisfy the intent of the Comprehensive Plan and the Future Land Use map.

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

Staff finds that the application substantially conforms to the requirements set forth in the Unified Development Ordinance, with the exception of the variance being requested. The variance is from UDO Section 30-36 to access public sanitary sewer via a private easement.

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

Staff finds that this application does not fully comply with the intent of city development standards and policies and will require the variance as listed above.

STAFF RECOMMENDATION

Staff finds this application meets the standards of review for a Preliminary Development Plan (UDO Sec. 30-27.3). If the variance request is approved, staff recommends approval of P&Z Case 25-19R&PDP with the following stipulations:

1. The developer will install a private pressure sewer system that will discharge to a public sanitary sewer system through the property to the East that is a contiguous ownership.
2. A private sewer easement and maintenance agreement will be executed and recorded at the Clay County Recorder of Deeds that provides the ability to construct and maintain the private pressure sewer system.
3. A note shall be added to the preliminary and final plats under the "Utility Notes" section stating that the property is serviced by a private pressure sewer system and is subject to access and maintenance in accordance with recorded easement and maintenance agreement recorded.

ATTACHMENTS

- Exhibit A: Vicinity Map
- Exhibit B: Site Plan
- Exhibit C: Landscape Plan
- Exhibit D: Building elevations
- Exhibit E: Variance Information

The City Council will consider this request at their regular session on May 19, 2025 held in the Council Chambers, City Hall at 7:00 p.m.



date	04.04.2025
drawn by	DAE
checked by	DAE
revisions	
04.18.2025	1 PD

A1.1

drawing type
PDP

project number
24082



CITY OF LIBERTY PLANTING REQUIREMENTS:

- Landscape design, including planting locations and the coordination of species, shall be used to enhance the visual character of a development and neighborhood.
- Large growing street trees are required along the property's frontage with any public or private street or drive in accordance with the following minimum standards.
- MINIMUM QUANTITIES:
 - ISLANDS:
 - Islands with trees shall be a minimum 125 sq. ft. and a minimum width of 7'-0".
 - SUBSTITUTIONS:
 - Up to half of the required shrubs may be substituted for perennials at a minimum ratio of 3 perennials for every 1 shrub required.
 - MAXIMUM QUANTITIES:
 - In no case shall more than 400 shrubs be required.
 - INSTALLATION:
 - All required landscaping shall be planted according to the approved landscaping plan prior to the approval of a final certificate of occupancy.
 - Plant selection shall adhere to the following requirements and specifications:
 - Street trees shall be selected from the city tree board's list of approved street trees and planted in accordance with the city's tree planting guide.
 - Reference the city's list of prohibited trees and invasive species; plantings that include landscaping materials from this list will not be approved or accepted.
 - Trees, shrubs, and perennials shall be hardy in the USDA Cold Hardiness Zone of 6a, which is -5 degrees Fahrenheit to -10 degrees Fahrenheit.
 - Trees, shrubs, and perennials should be hardy in the American Horticultural Society Heat Zone of 7 c.
 - The preferred planting season is September through June.
 - Nursery stock shall meet the most current version of the American Standard for Nursery Stock.
 - MINIMUM PLANTING SIZES:
 - Large growing trees: 1.5-inch caliper, measured 1 ft above grade.
 - Small growing trees: 1.5-inch caliper, measured 1 ft above grade.
 - Conifers and evergreens: 5 feet tall.
 - Shrubs: 3-gallon
 - Perennials: 1-gallon
 - Plugs may be used only in bioswales or stormwater detention areas at a ratio of 3 plugs for every one-gallon perennial.
- CREDITS:
 - Existing trees on site may be credited against required trees for the building only. Credit for existing trees shall not count toward trees required for parking lots or street trees.
 - Credit: 3 required trees per 1 existing tree retained of 8" caliper or greater measured at 4.5 feet above grade.
 - Existing trees must be in a healthy condition and be properly protected during construction to count as a credit.
 - Protective fencing shall be placed along the drip lines of trees or tree groupings to protect the critical root zone from potential damage.
 - No excavation, trenching, construction, driving of vehicles or equipment, storage of materials, or other activity may occur within the fenced area. Preserved trees shall be protected from construction damage with the erection of a fence at the drip line or further out, if possible.
 - Any existing trees credited under this provision shall not be credited toward replacement trees required.
 - Credit may be given for existing wetlands, prairies, or the natural features that are maintained at the discretion of the city.
- MAINTENANCE:
 - The developer, its successor, and/or subsequent owners of a development shall be responsible for the maintenance of landscaping on a continuing basis for the life of a development in accordance with the approved landscape plan.
 - If the property owner desires to install new landscaping, an amended landscape plan may be approved administratively.
 - All trees, plant material, and landscaping shall be maintained in good condition.
 - If the city determines such trees, plant material, or landscaping to be in violation, it may be ordered that the same be abated by replacing such trees, plant material, or landscaping.
 - If the violation is not abated or otherwise addressed within sixty (60) days, the city may remove and replace the nuisance, or cause the removal and replacement of the nuisance, and charge the owner for the abatement costs thereof.
- All land areas not covered by buildings or to be left unpaved shall be brought to finished grade and planted in sod, native grasses, or other appropriate ground covers, except where approved to be preserved as natural areas, riparian protection areas, or other ecological or indigenous features. This shall include any soil disturbance outside the project site.
- TREE PRESERVATION REQUIREMENTS:
 - Existing trees must be in a healthy condition and be properly protected during construction to count as a credit.
 - Protective fencing shall be placed along the drip lines of trees or tree groupings to protect the critical root zone from potential damage.
 - No excavation, trenching, construction, driving of vehicles or equipment, storage of materials, or other activity may occur within the fenced area. Preserved trees shall be protected from construction damage with the erection of a fence at the drip line or further out, if possible.
- TREE REPLACEMENT (FOR TREES REMOVED)
 - Each existing tree with a diameter of 8 inches or more, measured at 4.5 feet above grade, that is removed shall be replaced with (2) 1.5 inch caliper large growing trees, measured one foot above grade.
 - Any such replacement trees shall be required in addition to the landscaping design standards set forth in this UDO. Protective fencing shall be removed only after all construction has been completed, including final grading.
 - REPLACEMENT CREDIT:
 - For each tree with a diameter of 8 inches or more that is retained on site, the developer shall be credited against the replacement required at a rate of two (2) trees per 8 inches of tree saved.
 - CRITERIA FOR REPLACEMENT:
 - Trees that are determined to be unhealthy or are located where they could cause a safety hazard shall not be replaced.
 - EQUIVALENT FEE IN LIEU OF TREES:
 - If, through the development review process, the city determines that the site cannot accommodate the number of required replacement trees, the developer shall, prior to final occupancy, provide an equivalent fee-in-lieu of trees to a dedicated parks tree account.
 - The fee per tree shall be posted in the city's schedule of fees.
 - The fee-in-lieu shall be used for the future planting of trees in parks, rights-of-way, and public spaces, the location of which shall be determined by the director of parks and recreation.
 - When a fee-in-lieu of trees provision exists and a variance is granted in accordance with section 30-21.11, the developer may receive a dollar-for-dollar credit for investment in public art in the City of Liberty when such art is deemed to be of public value by the arts commission and the city council. Aforementioned art may or may not be located on the development site.
- STREAMSIDE BUFFER ZONE: 25' from the edge of the stream, including any steep slopes (exceeding 3:1)
 - Permitted uses within this area include flood control structures, utility easements, unpaved footpaths and road crossings. Only native vegetation shall be planted within this area. Existing vegetation shall not be disturbed. Non-native species of ground covers shall not be allowed. When a permitted use is constructed within the buffer, the area of disturbance shall be minimized to the maximum extent practicable and native vegetation re-established upon completion of the construction.
 - Prohibited uses shall include all other uses and structures not specifically listed.
- RIPARIAN EDGE BUFFER ZONE: 50' from the edge of the streamside buffer zone boundary or to the edge of the boundary of the 100-year floodplain, whichever is farthest from the edge of the stream.
 - Permitted uses shall include all uses of the streamside buffer in addition to the hiking and biking trails, stormwater facilities and recreational uses. Limited tree clearing may be allowed by land disturbance permit only. Only native vegetation shall be planted within this area. When a permitted use is constructed within the buffer, the area of disturbance shall be minimized to the maximum extent practicable and native vegetation re-established upon completion of the construction.
 - Prohibited uses shall include all other uses and structures not specifically listed.

PLANTING QUANTITIES:

Parking Areas:

Trees:
Large growing trees: 54/10 = 5
Small growing trees: 54/15 = 4
Shrubs: 54/2 = 27

Streets: N/A

Building:

Large growing trees: 102,600 / 3,000 = 34
Shrubs: 102,600 / 250 = 410

total large growing trees provided: 14
total small growing trees: 4
total shrubs: max. 400

(46 existing tree credits) = 0 trees



1 Site Plan
scale: 1" = 50'-0"



4301 Indian Creek Parkway
Overland Park, KS 66207
phone: 813.451.5350
fax: 813.451.9391
www.davidsonae.com



04.18.2025

a new development for
US Motor Works
3101 NE 69 Highway
Liberty, Missouri

date
04.04.2025
drawn by
DAE
checked by
DAE
revisions

04.18.2025

1 PDP

sheet number

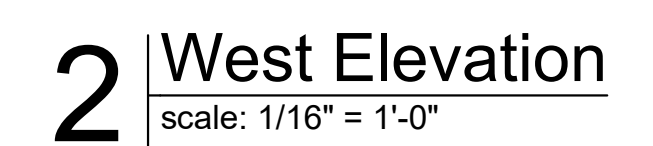
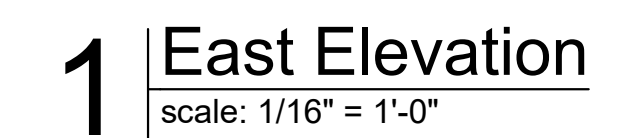
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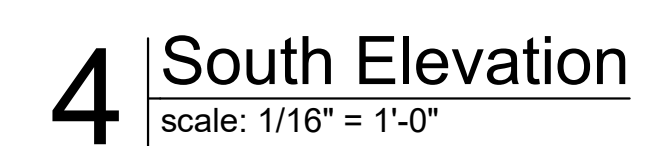
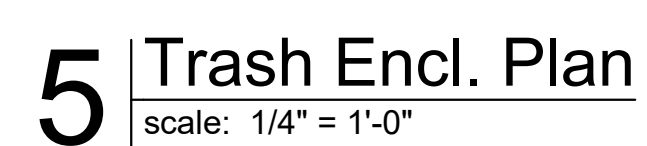
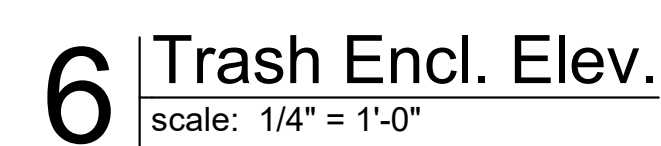
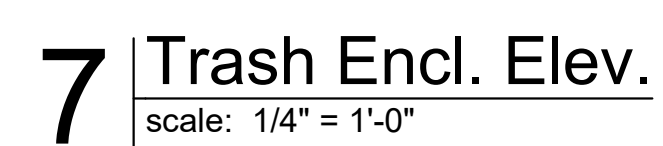
PDP

project number

24082



3 | North Elevation



date
04.04.2025
drawn by
DAE
checked by
DAE
revisions

A3.1

drawing type
pre-application
project number
24082

Memo



To: Sherri McIntyre, Public Works Director

From: Andy Noll, Utilities Director

cc: Development File

Date: April 22, 2025

Re: 3101 US 69 Highway Sewer Service waiver

This memo is to document the reasoning for supporting a waiver of Adequate Public Facilities Ordinance requirements for gravity sewer connection at 3101 US 69 Highway.

The existing conditions of the property:

- The proposed development is on an existing lot and the lot is not created as part of the development.
- The lot does not have access to public gravity sewer mains and to provide gravity sewer the sewer would have to be extended through the property to the south.
- The property to the south is a not for profit and has denied the request to provide a public sewer easement.
- The lot is the only parcel in the immediate area that does not have gravity sewer access.

The Utilities department supports the waiver to provide gravity sanitary sewer connection due to the existing lot restrictions, no additional burden placed upon the public system and the following proposal details:

- The developer will install a private pressure sewer system that will discharge to a public sanitary sewer system through the property to the East that is a contiguous ownership.
- A private sewer easement and maintenance agreement will be executed and recorded at the Clay County Recorder of Deeds that provides the ability to construct and maintain the private pressure sewer system.

- A note shall be added to the preliminary and final plats under the "Utility Notes" section stating that the property is serviced by a private pressure sewer system and is subject to access and maintenance in accordance with recorded easement and maintenance agreement recorded

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI
BY REZONING 11.49 ACRES FROM R-1A, "SUBURBAN RESIDENTIAL DISTRICT" TO M-1,
"LIGHT INDUSTRIAL DISTRICT" FOR 102,600 SQUARE FEET OF INDUSTRIAL SPACE, NORTH
OF HEARTLAND DR., SOUTH OF US 69 HWY

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

SECTION I

WHEREAS, the City Council finds that the rezone described duly conforms to the standards and requirements of the Unified Development Ordinance of the City of Liberty, Missouri, the official zoning map shall be and the same is hereby amended rezoning 11.49 acres from R-1A, "Suburban Residential District" to M-1, "Light Industrial District" for 102,600 sq. ft. of industrial space north of Heartland Dr., south of US 69 Hwy in the City of Liberty, Clay County, Missouri, the legal description of which is as follows:

All that part of the Northeast quarter of the Southwest quarter of Section 29, Township 52, Range 31, Clay County, Missouri, Lying South of U.S. No. 69, more particularly described as follows:

Commencing at the Southeast corner of said Southwest quarter; thence N 0° 13' 20" W along the East line of said Southwest quarter, a distance of 1316.70 feet to the Southeast corner of said Northeast quarter of the Southwest quarter, being the Point of Beginning; thence S 89° 40' 19" W along the south line of said Northeast quarter of the Southwest quarter, a distance of 1138.94 feet to a point on the South line of 69 Highway, as now established; thence N 51° 42' 11" E along said South line, a distance of 857.16 feet; thence S 38° 17' 49" E, along said South line, a distance of 40.00 feet; thence N 51° 42' 11" E along said South line, a distance of 155.00 feet; thence N 38° 17' 49" W, a distance of 40.00 feet; thence N 51° 42' 15" E, a distance of 434.64 feet to a point on the East line of said Southwest quarter; thence S 0° 13' 20" E, along said East line, a distance of 890.11 feet to the Point of Beginning.

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.

SECTION III

Any and all development within the above-described lot shall comply with all applicable standards and requirements as set forth in the City Code of the City of Liberty, Missouri with the exception of a variance from the Unified Development Ordinance Section 30-36, the Adequate Public Facilities ordinance, to allow connection to a sanitary sewer line on Heartland Drive by a private easement across an adjacent property.

ORDINANCE NO. _____ (CONT.)

SECTION IV

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 _____, 2025.

Greg Canuteson, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2025.

Greg Canuteson, MAYOR



STAFF REPORT

Planning and Zoning Case 25-21SUP

Staff: Michael Peterman, Assistant Director of Planning & Development

Date: May 19, 2025

GENERAL INFORMATION

Application:	Special Use Permit to allow temporary sale of fireworks at 530 N. Church Road from June 20 to July 4, 2025		
Applicant:	Doug Carter 8619 NE 115 th St. Kansas City, MO 64157		
Owner:	Innis Prop. III LLC PO Box 1402 Platte City, MO		
Location:	530 N Church Rd., SW corner of Plumbers Way & N. Church Rd.		
Site Acreage:	1 acre / Lot 1, North Haven Estates, Part of Lot 16		
Parking:	Public parking on site behind building (approx. 50 spaces)		
Existing Land Use/Zoning:	Vacant building / M-2, General Industrial		
Neighboring Land Use/Zoning:	North:	Equipment Sales / M-2, “General Industrial District”	
	South:	Concrete Plant / M-1, “Light Industrial District”	
	East:	N Church Rd. and Interstate 35	
	West:	Concrete Plant / M-2, “General Industrial District”	
Public Notice:	Legal Notice printed in Courier Tribune- April 24 Letter sent to property owners within 185 ft. on April 25 Sign Posted on site on April 28		
File Date:	April 4, 2025		

DESCRIPTION OF PROPOSAL

The applicant is requesting a Special Use Permit (SUP) to allow the temporary sale of fireworks between June 20th and July 4th, 2025 within a vacant building at 530 N. Church Rd., at the southwest corner of Plumbers Way and N. Church Rd. The proposed hours of operation are 9:00 a.m. to 9:00 p.m., Sunday through Saturday. The site has off-street parking available to the rear and north of the building. Security personnel will occupy the premises 24 hours per day throughout the duration of the Special Use period. Inventory storage will be in the building and sanitary facilities will be provided in the building. Power is available to the building.

The applicant proposes a 4' x 16' sign on the wall of the building. No other temporary signage will be allowed.

With each sale, the applicant must disperse approved information (Exhibit C) outlining types of fireworks allowed within the city limits as well as time periods in which fireworks can be discharged.

PUBLIC INFRASTRUCTURE

Streets

The site has direct access to N. Church Road, a public street, which is sufficient for this temporary use.

Sanitary Sewer

Sanitary sewer service is provided by a 8" main on the west side of the property.

Water

Water service is provided via an existing 6" main along the west side of N. Church Rd. Fire hydrants are located to the north and south of the property.

Stormwater

Stormwater drains via surface runoff toward the east where it is collected by public storm sewer and ultimately discharges into the City storm water system at an acceptable rate.

STAFF ANALYSIS

In accordance with Section 30.25, Special Use Permit, of the Liberty *Unified Development Ordinance* (UDO), staff's analysis of a special use permit application is guided by Section 30-25.3, which provides six findings to which each application must conform:

1. The proposed use is consistent with the intent of the City's Comprehensive Plan.

The proposed use appears to be consistent with the intent of the Comprehensive Plan to provide economic opportunity in Liberty. This use is allowed in the UDO and is utilizing an existing vacant building.

2. The proposed use is one specifically permitted by this article or, as an exception, any previously granted special use permit may be considered for renewal.

The retail sale of fireworks is allowed by Section 30-25.5, Special use permit, uses to be considered.

3. The proposed use does not adversely impact the public health, safety, comfort or general welfare.

On site parking is available. Staff feels this is sufficient to accommodate this temporary use. Considering the security and safety precautions mandated by the Department of Public Safety Division of Fire Safety and set in place by the applicant, staff finds the public health, safety, comfort, or general welfare should not be adversely impacted by the proposed use.

4. The proposed use conforms to all conditions and performance standards as set forth herein.

The site will be evaluated following the Special Use Period. The applicant must return the site to its pre-existing condition by July 19th, 2025 or be subject to forfeiture of deposit.

5. The proposed use does not adversely impact the public infrastructure system.

The proposed use should not adversely impact the public infrastructure system. Some traffic will be generated by the proposed use but should not adversely impact the street system.

6. The proposed use is compatible with the use, scale, orientation and setback of properties in the general vicinity.

The proposal appears to be compatible with the use, scale, orientation and setback of properties in the general vicinity. The surrounding uses include industrial and general business uses. Staff feels this is an appropriate area for a fireworks stand and the proposal satisfies all requirements of the fireworks ordinance.

STAFF RECOMMENDATION

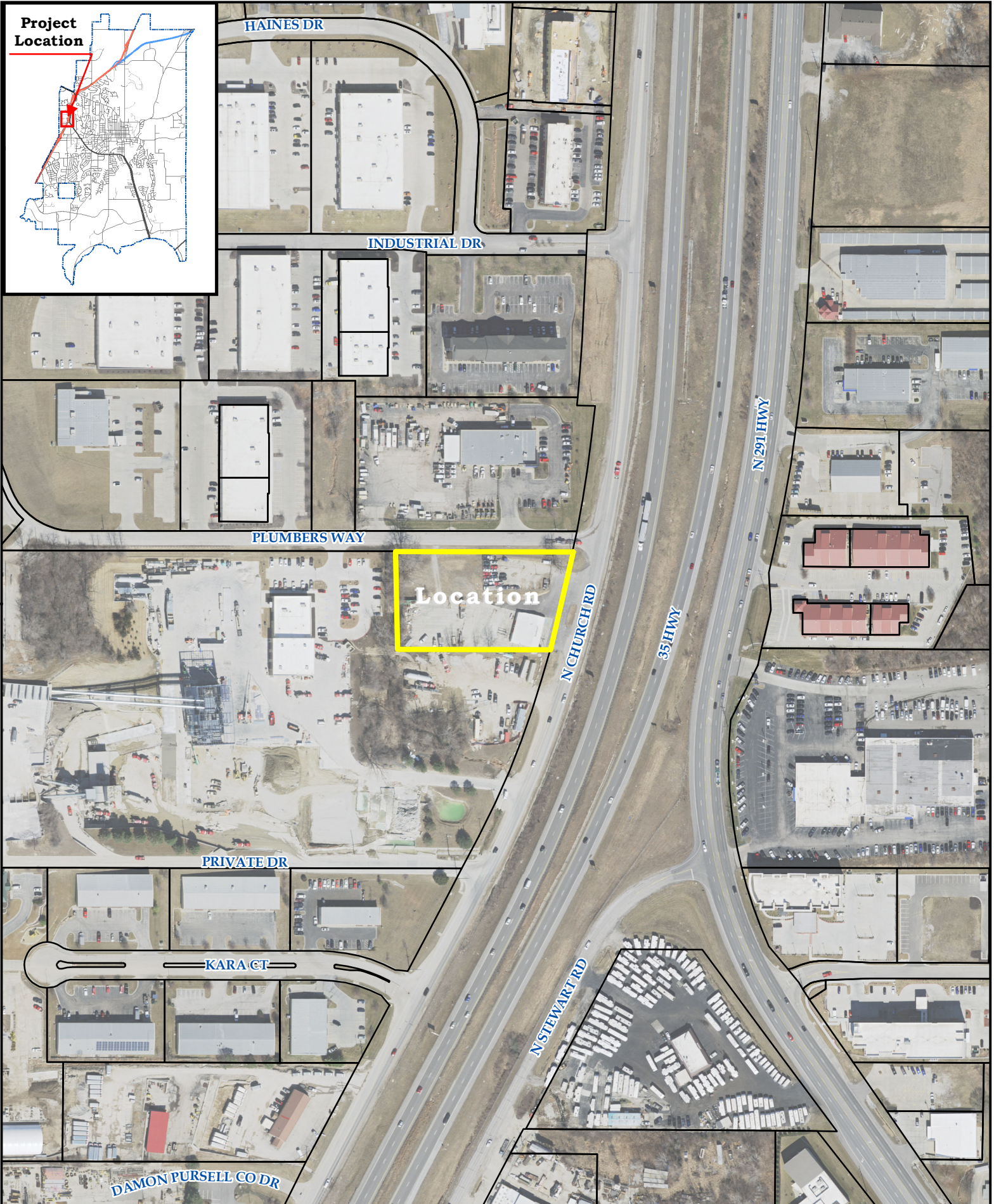
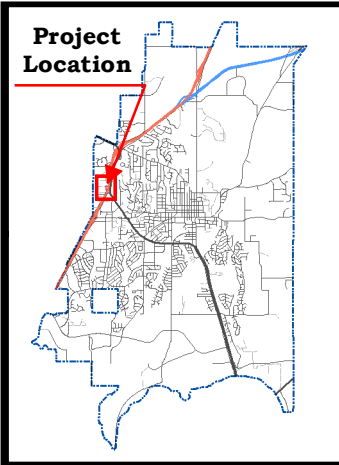
Staff finds that this application meets the standards of review for a Special Use Permit in Section 30.25 in the UDO and recommends approval of P&Z Case 25-21SUP.

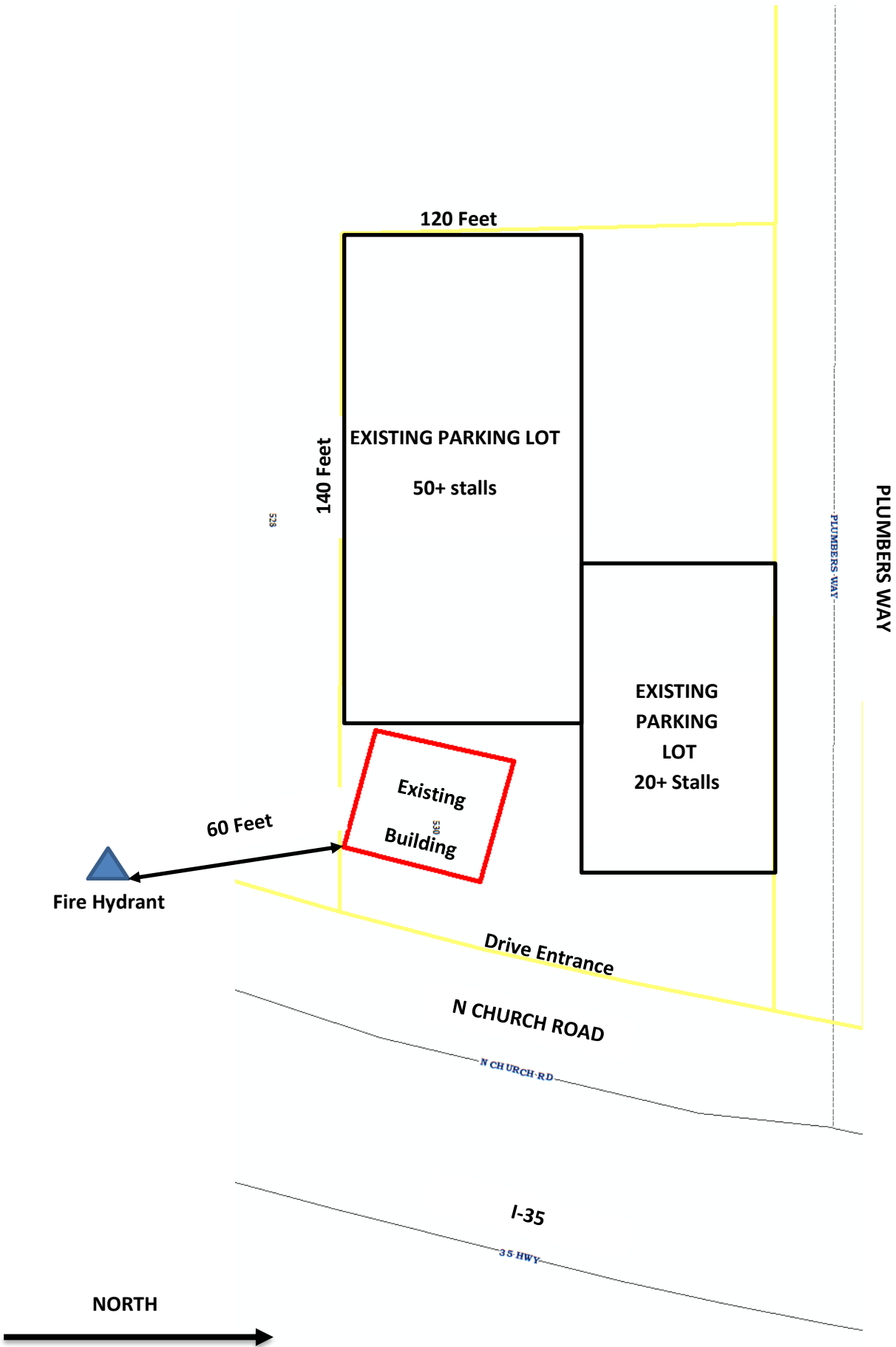
PZ RECOMMENDATION

At its May 13, 2025 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 25-21SUP as presented in the staff report.

ATTACHMENTS

- Exhibit A: Vicinity Map
- Exhibit B: Applicant's Proposal
- Exhibit C: Fireworks Discharge Information
- Exhibit D: Excerpt minutes from Planning & Zoning Commission meeting
- Exhibit E: Resolution





Carter Fireworks has been doing business for over 40 years. We are requesting to have temporary firework sales in the existing vacant building at 530 N. Church Rd Liberty, MO. Owned by Doug Carter and will be managed by Doug Carter We have had locations in Liberty, KCK, Holt, Clay Co. and Mosby.

- **Operating from 6/20- 7/4 2025;**
- **Hours of Operation - 9am - 9pm;**
- **All employees will be trained use of Fire extinguishers;**
- **24 hour on site security;**
- **The building is at least 300 feet from any other structure;**
- **Sign – 4x16 Vinyl banner on the building;**
- **No Fireworks will be discharged on the property; and**
- **All state and city laws pertaining use, sale and signage will be followed.**

New Fireworks Policy for the City of Liberty

Fireworks may only be discharged in the City of Liberty at the following times:

4 p.m. -10 p.m. on July 3 - July 4.

For your safety, fireworks intended to go ten feet or higher (aerial) are only allowed on tracts of land three acres or larger. The sale of bottle rockets, rockets of all types and size, sky lanterns, roman candles, and any and all fireworks with an aerial trajectory having a cylinder or cartridge that is not intended to be completely consumed before landing is prohibited under all conditions within the city limits. It shall be unlawful under all conditions to transfer, discharge, ignite or make use of sky lanterns.

Any person who violates the ordinance is subject to fines starting at \$50.00.

Large public fireworks displays must be approved by the fire chief and the city administrator. Contact City Hall for more information, (816) 439-4310.

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Large public fireworks displays must be approved by the fire chief and the city administrator. Contact City Hall for more information, (816) 439-4310.

C. PZ Case 25-21SUP: Special Use Permit to allow a temporary Fireworks retail business in a building at 530 N. Church Rd.

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

Chairman Rosekrans asked if the commission had any questions of staff. Seeing none, Chairman Rosekrans called for the applicant or their representative to answer any questions the commission may have.

Doug Carter, 8619 NE 115th Street, Kansas City, MO 64157, introduced himself as the applicant for this application.

Chairman Rosekrans asked if the commission had any questions for the applicant. The Commission did not have any questions for Mr. Carter.

Chairman Rosekrans asked if the commission had any further questions for the applicant or 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 proposal. Seeing none, Chairman Rosekrans closed the public hearing.

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

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

Vote: Motion 8-0-0

Yes: None

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, May 19, 2025 at 7:00 p.m.

RESOLUTION NO. _____

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW THE TEMPORARY
SALE OF FIREWORKS FROM JUNE 20, 2025 TO JULY 4, 2025 ON A 1.58 ACRE LOT
AT 530 NORTH CHURCH ROAD IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, public hearings have been held by the Planning & Zoning Commission May
13, 2025 and City Council on May, 19, 2025; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay
County, Missouri, special use permit is hereby granted to the temporary sale of fireworks from
June 20, 2025 to July 4, 2025 on a 1.58 acre lot at 530 North Church Road in the City of Liberty,
Clay County, Missouri, according to the plan on file in the Planning and Development
Department.

BE IT FURTHER RESOLVED that any and all development within the above-described
special use permit shall comply with all other applicable standards and requirements as set forth
in the City Code of the City of Liberty, Missouri.

BE IT FURTHER RESOLVED that said permit shall be issued from the date of adoption
of this resolution.

PASSED by the City Council this _____ day of _____, 2025.

Greg Canuteson, MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 25-17PDP

Staff: Kyle McGinnis, Planner

Date: May 19, 2025

GENERAL INFORMATION

Application:	Preliminary Development Plan for North Liberty Logistics Park at 3905 Edgar Petty Road, an approximately 4 million square foot, nine-building industrial development between Interstate 35 and U.S. Highway 69, including two variances.
Applicant:	Kevin White, NorthPoint Development 4825 NW 41 st Street, Suite 500 Riverside, MO 64150
Owner:	North Liberty Commerce Center LLC 3315 N. Oak Trafficway Kansas City, MO 64116
Location:	357 +/- acres located between Interstate 35 and U.S. Highway 69, south of NE 116 th Street
Existing Land Use/Zoning:	Vacant land / M-1, "Light Industrial District"
Future Land Use Designation:	Flex/Industrial
Surrounding Land Uses/Zoning:	North: Single-family Residential, Agriculture, NE 116 th Street / Clay County R-5, "Residential Ranchette District" and Clay County AG, "Agricultural District" South: Vacant land, Heartland Meadows Industrial Park, U.S. Highway 69 / C-2, "General Business District," M-1, "Light Industrial District," and R-1A, "Suburban Residential District" East: Vacant land / R-1A, "Suburban Residential District" West: Edgar Petty Road and Interstate 35
Public Notice:	Legal Notice printed in Courier Tribune on April 24, 2025 Letter sent to property owners within 185 ft. on April 23, 2025 Sign Posted on site on April 23, 2025
File Date:	April 4, 2025

PREVIOUS CASE

This application for a Preliminary Development Plan is accompanied by P&Z Case 25-18PP, a preliminary plat for the proposed industrial and warehousing development. The following cases are associated with this property/project:

P&Z Case 22-16FDP: Final Development Plan for North Liberty Logistics Park, Building 2, a 480,050 square foot industrial/warehousing building located on Lot 2 of North Liberty Logistics Park.

P&Z Case 22-15FDP: Final Development Plan for North Liberty Logistics Park, Building 1, a 386,619 square foot industrial/warehousing building located on Lot 1 of North Liberty Logistics Park.

P&Z Case 22-14FP: Final Plat for North Liberty Logistics Park, Lots 1-3 and Tracts A, B, and C on 118 +/- acres north of U.S. 69 Highway and east of I-35.

P&Z Case 21-50PP: Preliminary Plat for North Liberty Logistics Park, 9 lots on 360 +/- acres north of U.S. 69 Highway and east of I-35.

P&Z Case 21-49R&PDP: Rezoning and Preliminary Development Plan for North Liberty Logistics Park. Rezoning from R-1A, “Suburban Residential District” and A, “Agricultural District” to M-1, “Light Industrial District.” 9 lots on 360 +/- acres for industrial/warehousing, north of I-35/U.S. 69 intersection.

The annexation of the project area occurred in 2021 via Ordinance No. 11489, which was later amended in 2023 by Ordinance No. 11730 to provide a formal legal description of the area to be annexed.

APPLICANT’S PROPOSAL

Summary

This is a Preliminary Development Plan application for North Liberty Logistics Park, a 357 +/- acre industrial and warehouse development located north of U.S. Highway 69, east of Edgar Petty Road, and south of NE 116th Street. As indicated in the Previous Case section of this report, this development did receive the approval of Rezoning, Preliminary Development Plan, Final Development Plan, Preliminary Plat, and Final Plat applications between the years of 2021 and 2022; however, because the development did not move forward to construction, the plat and development plan approvals have expired. The applicant – NorthPoint Development – has submitted this Preliminary Development Plan application in hopes of moving forward with the development now.

Per the proposal, these 357 +/- acres would be split into nine lots (P&Z Case 25-18PP), and each lot would contain a building and its associated vehicular use areas. The preliminary building plans submitted with this application anticipate a combined building floor area of 4,260,000 square feet constructed over three phases (Exhibit B). The southern portion of the existing public right-of-way for Edgar Petty Road would be relocated further north along U.S. Highway 69, away from the I-35 interchange. The portion of Edgar Petty Road to be maintained along I-35 would be improved. In addition, Heartland Drive would be extended from its intersection with U.S. Highway 69 north and westward to Edgar Petty Road, bisecting the development. The applicant has requested two variances, detailed below.

Use

The applicant's proposal depicts nine buildings, each on an individual lot. The project area was rezoned to M-1, "Light Industrial District" as part of P&Z Case 21-49R&PDP. The M-1 District, as detailed in Section 30-68 of the *Unified Development Ordinance* (UDO), permits non-retail business uses, light manufacturing facilities, distribution and warehousing facilities, restaurants, and indoor recreational facilities. The applicant has indicated in their project description that industrial and warehousing facilities are proposed.

Site Design

The project area is bound by NE 116th Street to the north, Edgar Petty Road to the west, U.S. Highway 69 to the south, and private property to the east and northeast. The proposal shows nine lots of varying sizes, with each lot to contain a single building and its associated vehicular use areas. The project area would be split into north and south segments by an extension of the public right-of-way of Heartland Drive, from its existing intersection with U.S. Highway 69, north and westward to connect with Edgar Petty Road. The preliminary plans submitted with this application depict three wet detention and four dry detention areas spread throughout the development. Retaining walls of various heights are proposed throughout.

Access/Circulation/Parking

The buildings on Lots 1, 2, 5, 6, and 9 would have access to Edgar Petty Road to the west of the project area; in all, five access points have been proposed along Edgar Petty Road. The buildings on Lots 4, 5, 6, 7 and 8 would have access to the extension of Heartland Drive; in all, nine access points have been proposed along this new public roadway. No portion of the development would take access onto NE 116th Street, nor would any lot have direct access onto U.S. Highway 69.

Each lot would share private circulation drives with the lots adjacent to it to promote the flow of vehicles, materials, and goods throughout the development, with the exception of Lot 9, which would only be accessible via its two access points onto Edgar Petty Road. All necessary private access easements shall be recorded with the Final Plat. The plans submitted also depict sidewalks on both sides of the N. Heartland Drive extension, as well as on the east side of Edgar Petty Road, where the street would be adjacent to the development area (see Variances section below).

The preliminary plans submitted depict each lot containing its own off-street parking; each lot would contain between 260 and 471 parking spaces for a combined total of 3,082 off-street parking spaces. Per Sec. 30-83.2, "Required vehicle parking by use," the minimum number of parking spaces to be provided for industrial uses, including warehouses, is determined by staff on a case-by-case basis. In this instance, staff feels that the parking proposed per building would be sufficient to serve the development.

Variance Requests

The applicant has requested the following variances, the requests for which are attached as Exhibit C:

1. To vary from Sec. 30-93, "Design standards, in general," to provide a single eight-foot wide sidewalk on the east side of Edgar Petty Road where Code would require five-foot sidewalks on both sides of the public street. Due to its adjacency to I-35 and an inconsistent width of Liberty public right-of-way along Edgar Petty Road, sidewalk along the west edge of this road would encroach within MoDOT right-of-way, which MoDOT would not permit.
2. To vary from Sec. 30-93, "Design standards, in general," to provide limited improvements to NE 116th Street where Code would require full improvements to the public right-of-way. Liberty City Limits generally aligns with the north edge of the pavement of NE 116th Street. In order to reduce this development's impact on the adjacent properties north of NE 116th Street and outside of City Limits, 30 feet of right-of-way will be dedicated on the subject property (to be used for future improvements) and

the south side of the street will be expanded to a minimum width of 24 feet. Additional changes to grades will be made at and near the intersection of Edgar Petty Road and NE 116th Street to provide safer conditions at this intersection.

Landscaping

All landscaping requirements detailed in Sec. 30-97.4, “Development and design standards, landscaping,” shall be met and verified as part of a Final Development Plan application. The preliminary plans provided at this time depict typical landscaping within and around the parking lots, as well as street trees along public right-of-way. In total, 309 large trees, 204 small trees, and 1,544 shrubs will be provided within and around the parking areas, and 319 large trees will be provided along the project’s frontages on Edgar Petty Road and NE 116th Street. The applicant has voiced their intent to utilize Sec. 30-97.4 (10) (c) in order to pay an equivalent fee-in-lieu of trees for certain areas of vegetation to be cleared; this fee shall be calculated during the Final Development Plan phase for the project.

The applicant has confirmed at this preliminary stage that most areas of vegetation internal to the project area would be cleared, while certain vegetated areas along the project’s eastern and southern boundaries would remain to act as a buffer between adjacent residential uses, as well as along U.S. Highway 69. In order to provide a consistent visual buffer throughout, a 100-foot wide landscaped open space corridor will be installed where vegetation does not already exist, as detailed on the preliminary landscape plan (Exhibit D). The preliminary landscape plan depicts a total of 46 deciduous trees and 224 evergreen trees within the various residential landscape buffer areas to the east and north, where vegetation would not already be present to provide the buffer. Of these 46 deciduous trees, 26 would be located within the eastern buffer areas, while 20 would be located along the north buffer parallel to NE 116th Street. Of the 224 evergreen trees proposed, 124 would be located within the eastern buffer areas, while 100 would be located within the buffer parallel to NE 116th Street. The north area of landscaping would be further enhanced by the street trees required by Sec. 30-97.4. This requirement would prescribe one large-growing tree for every 50 linear feet of street frontage; with an approximate frontage of 1,543 linear feet along NE 116th Street, 31 street trees would be required where the preliminary plans denote 33 street trees proposed. The buffer areas and their vegetation totals are summarized in the table below.

	North Buffer	East Buffer	TOTAL TREES BY TYPE
Deciduous Buffer Trees	20	26	46
Evergreen Buffer Trees	100	124	224
Street Trees	33	N/A	33
TOTAL TREES PER BUFFER	153	150	

Building Design

The building elevations provided (Exhibit E) depict a style typical for this type of development, including exterior concrete paneling with a cement-based acrylic coating. Final building material details will be further defined as part of a Final Development Plan application for each building. The UDO limits buildings in the M-1, “Light Industrial District” to a maximum height of 50 feet, and the elevations provided depict buildings between 46 and 47 feet in height.

PUBLIC INFRASTRUCTURE

The submitted plans for this application have been evaluated in accordance with the adequate public facilities ordinance:

Streets

The project area is bound by NE 116th Street to the north, Edgar Petty Road to the west, and U.S. Highway 69 to the south. An extension of N. Heartland Drive would be constructed through the project area, extending north and westward from the road's existing intersection with U.S. Highway 69 to connect with Edgar Petty Road on the west edge of the development. The south leg of Edgar Petty Road would be relocated so that its intersection with U.S. Highway 69 would be located further north from the I-35 interchange. Additional improvements will be made at and near the intersection of Edgar Petty Road and NE 116th Street to provide safer conditions at this intersection.

Sanitary Sewer

Sanitary service would be provided to Lots 1 through 3 via a public sewer main extension from a 12" main located on a property south of U.S. Highway 69 near the relocated Edgar Petty Road, which would require boring beneath the highway. A second extension of a public sewer main would also occur to serve Lots 4 through 8, connecting to an existing 10" main on the east edge of the project area, north of U.S. Highway 69. Lot 9 would be served by a private sanitary sewer force main connecting to this second public sewer main extension.

Water

Similar to the sanitary sewer extensions, public water service would be extended via separate connections to existing infrastructure – one connection would be made to a 16" main located south of U.S. Highway 69 near the proposed relocation of Edgar Petty Road, while the other connection would be made to a 12" main located near the intersection of U.S. Highway 69 and N. Heartland Drive. Both extensions would require boring beneath U.S. Highway 69.

Stormwater

Stormwater will be collected by an on-site collection system directed to the development's three wet detention or four dry detention areas, which will then release the runoff into the Liberty stormwater system at an acceptable rate. A detailed stormwater analysis will be required as part of the reviews of Final Development Plan and Final Plat applications.

STAFF ANALYSIS

In accordance with the Liberty Unified Development Ordinance (UDO), staff's analysis of a Preliminary Development Plan application is guided by Section 30-27.3. In evaluating an application for a preliminary development plan the following three criteria are considered:

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

Staff does believe that the application substantially complies with the intent of the Comprehensive Plan. The Future Land Use Framework of the City's Comprehensive Plan, *Leading Liberty Forward*, placed the development area within the Flex/Industrial future land use category. Per the plan, this future land use category is intended to provide space for a multitude of non-residential, non-commercial uses ranging in intensity from light to heavy, including manufacturing, assembly, warehousing, storage, and distribution

uses, amongst others. As a sizable industrial and warehousing development, this application aligns with the intent of this future land use category.

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

Staff finds that the application substantially conforms to the requirements set forth in the *Unified Development Ordinance* but for the two variances requested, which are detailed in the Variance Requests subsection on page three of this report.

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

Staff finds that this application does not fully comply with the intent of city development standards and policies, and will require the variances described above to accommodate the development as proposed.

STAFF RECOMMENDATION

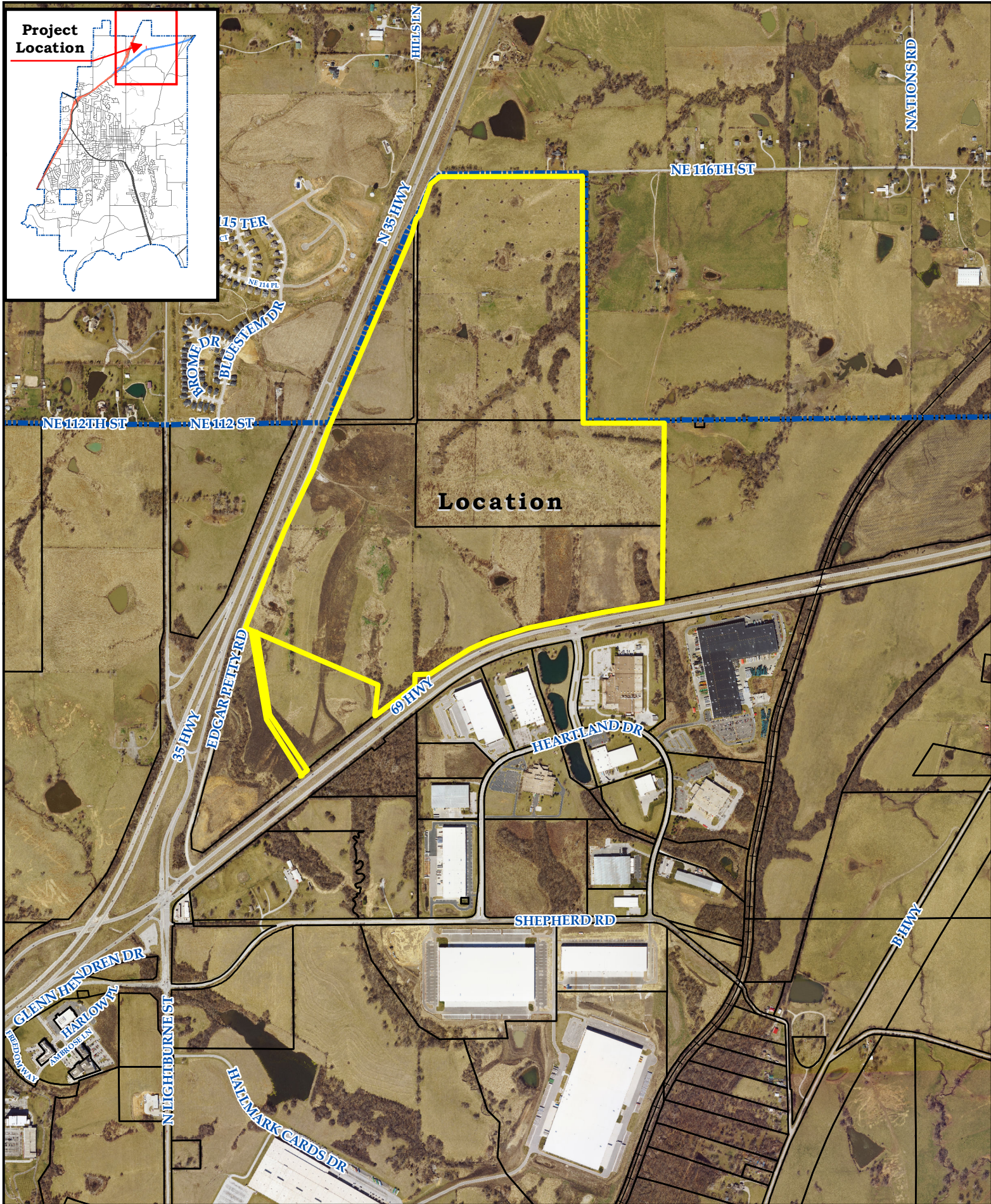
Staff finds this application meets the standards of review for a Preliminary Development Plan (UDO Sec. 30-27.3). If the variance requests are approved, staff recommends approval of P&Z Case 25-17PDP.

PZ RECOMMENDATION

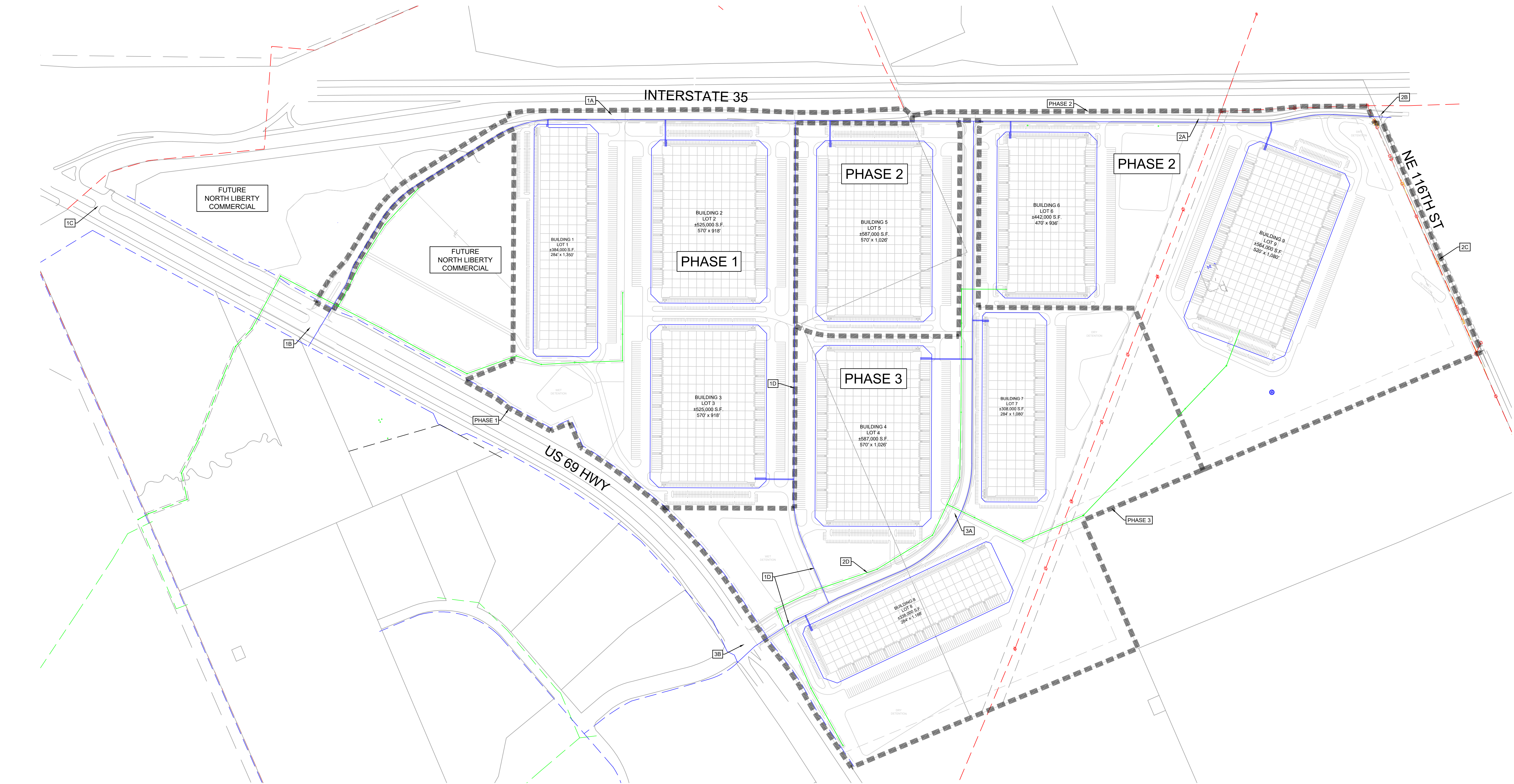
At its May 13, 2025 meeting, the Planning Commission voted 7-0-1 to recommend approval with the requested variances of P&Z Case 25-17PDP as presented in the staff report.

ATTACHMENTS

- Exhibit A: Vicinity Map
- Exhibit B: Site Plan & Phasing Plan
- Exhibit C: Applicant's Variance Narrative
- Exhibit D: Tree Removal & Landscape Plan
- Exhibit E: Building Elevations
- Exhibit F: Planning & Zoning Commission Minutes Excerpt
- Exhibit G: Resolution



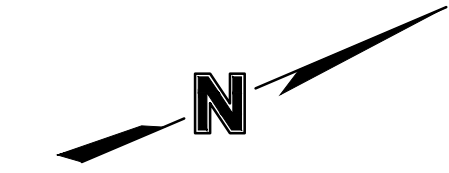
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- PHASE 1**
- 1A** RELOCATION AND RECONSTRUCTION OF EDGAR PETTY ROAD FROM US-69 HIGHWAY TO PHASE 2 WITH UTILITIES INCLUDED
 - 1B** FULL ACCESS INTERSECTION ON HIGHWAY 69 WITH TRAFFIC SIGNAL AND RIGHT AND LEFT TURNS AS NEEDED
 - 1C** EXISTING EDGAR PETTY ACCESS
 - 1D** WATER MAIN ALONG PRIVATE DRIVE AND ~500 LF OF HEARTLAND TO LOOP BACK TO EXISTING MAIN ON 69 HWY
- PHASE 2**
- 2A** RECONSTRUCTION OF EDGAR PETTY ROAD FROM PHASE 1 TO 116TH ST WITH UTILITIES INCLUDED
 - 2B** RECONSTRUCTION OF THE INTERSECTION AT EDGAR PETTY ROAD AND 116TH STREET
 - 2C** REMAINING IMPROVEMENTS TO 116TH STREET
 - 2D** SANITARY SEWER EXTENSION TO SERVE BUILDINGS 4-9
- PHASE 3**
- 3A** NEW CONSTRUCTION OF HEARTLAND DRIVE FROM US-69 HIGHWAY TO EDGAR PETTY ROAD WITH UTILITIES INCLUDED
 - 3B** FULL ACCESS INTERSECTION ON HIGHWAY 69 WITH TRAFFIC SIGNAL AND RIGHT AND LEFT TURNS AS NEEDED

NOTE: PHASING MAY VARY DEPENDING ON MARKET DEMAND

LEGEND	
UTILITIES	
	EXISTING COMMUNICATIONS LINE
	PROPOSED COMMUNICATIONS LINE
	EXISTING NATURAL GAS LINE
	PROPOSED NATURAL GAS LINE
	EXISTING POWER/ELECTRIC LINE
	PROPOSED POWER/ELECTRIC LINE
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING WATER LINE
	PROPOSED WATER LINE
	PHASING LINE



REVIEWED BY:	DATE:	NO.:	REVISIONS/APPROVALS:
MGD	2021.12.13		PREVIOUSLY APPROVED
DESIGNED BY:	2025.04.04		SUBMITTAL FOR RE-APPROVAL
DRAFTED BY:	2025.04.18		ADDRESSED CITY COMMENTS
SP PROJECT #:	2025.05.05		REVISED LEGAL DESCRIPTION, PER CITY COMMENT
MELISSA C. REGONIA			
P.E.			
#2011000892			

PHASING PLAN

NORTH LIBERTY LOGISTICS PARK

LIBERTY, CLAY COUNTY, MO

North Liberty Logistics Park

Variance Request

Two variances are requested as part of this Preliminary Development Plan application.

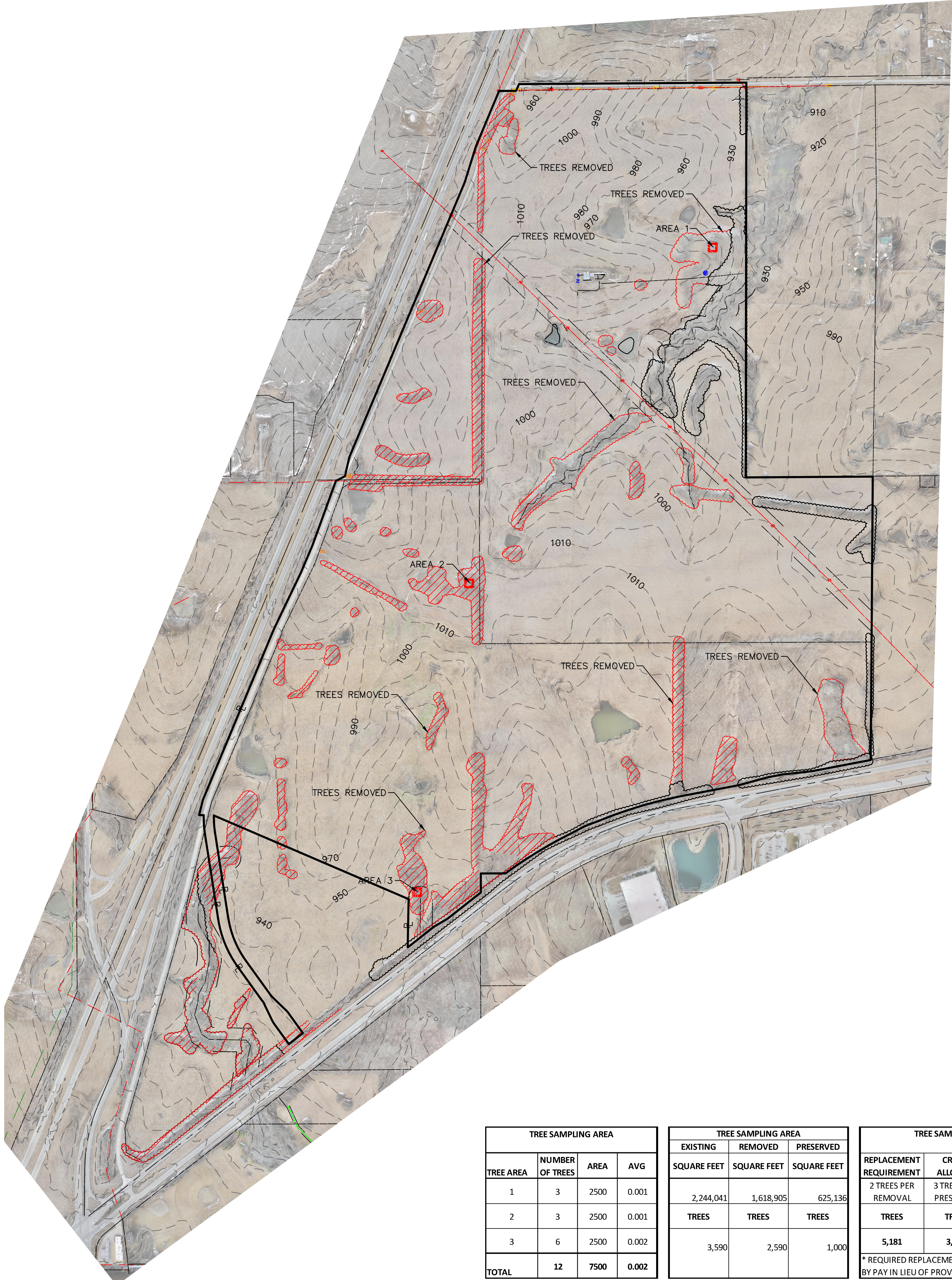
Edgar Petty Road Sidewalk

As an alternative to a 5' sidewalk on both sides of the street, a variance is requested to place an 8' sidewalk on the east side of Edgar Petty with no sidewalk on the west side, for the entire length of the property north of the driveways entering the commercial property. This section of Edgar Petty right of way is adjacent to I-35, and the right of way along this length has some inconsistencies in width. In several locations, if sidewalk was placed on the west side adjacent to I-35, the sidewalk would be within the MoDOT right of way, which MoDOT will not allow. To compensate for the loss of sidewalk along the west side, a wider than standard sidewalk will be placed on the east. This will be more conducive to pedestrian activity throughout the park as well. A pedestrian crossing will be provided at the commercial drive entrance where the 5' sidewalk ends on the west side.

NE 116th Street

Per code, when the lots adjacent to 116th St are platted and right of way dedicated, the street is required to be improved. However, this street lies along the City/County boundary, and the location of the boundary line lies approximately in line with the northern edge of pavement. North of this boundary is not within city limits and does not belong to the developer, and it is desired to avoid disturbance to the neighboring properties along 116th Street as much as possible. Additionally, traffic from the proposed industrial park will be routed directly to Edgar Petty Road, and per the traffic study, traffic from the park is likely to choose to take Edgar Petty Road south to 69 Hwy, not travel along 116th Street.

To accommodate the above limitations and to provide only the necessary safety improvements at the intersection, 116th Street will be improved with a non-standard section. It will be widened only on the south side to 24' minimum total width and grades will be corrected at and near the intersection with Edgar Petty to bring sight distance to a safe standard. No sidewalk will be added as there are no other sidewalks to the east for connection, and it would be unsafe to encourage pedestrian traffic along 116th Street. Thirty feet of right of way will be dedicated on the North Liberty Logistics Park property for future city/county improvements to 116th Street should they become necessary.



TREE SAMPLING PLAN

TREE SAMPLING AREA			
TREE AREA	NUMBER OF TREES	AREA	AVG
1	3	2500	0.001
2	3	2500	0.001
3	6	2500	0.002
TOTAL	12	7500	0.002

TREE SAMPLING AREA		
EXISTING	REMOVED	PRESERVED
SQUARE FEET	SQUARE FEET	SQUARE FEET
2,244,041	1,618,905	625,136
TREES	TREES	TREES
3,590	2,590	1,000

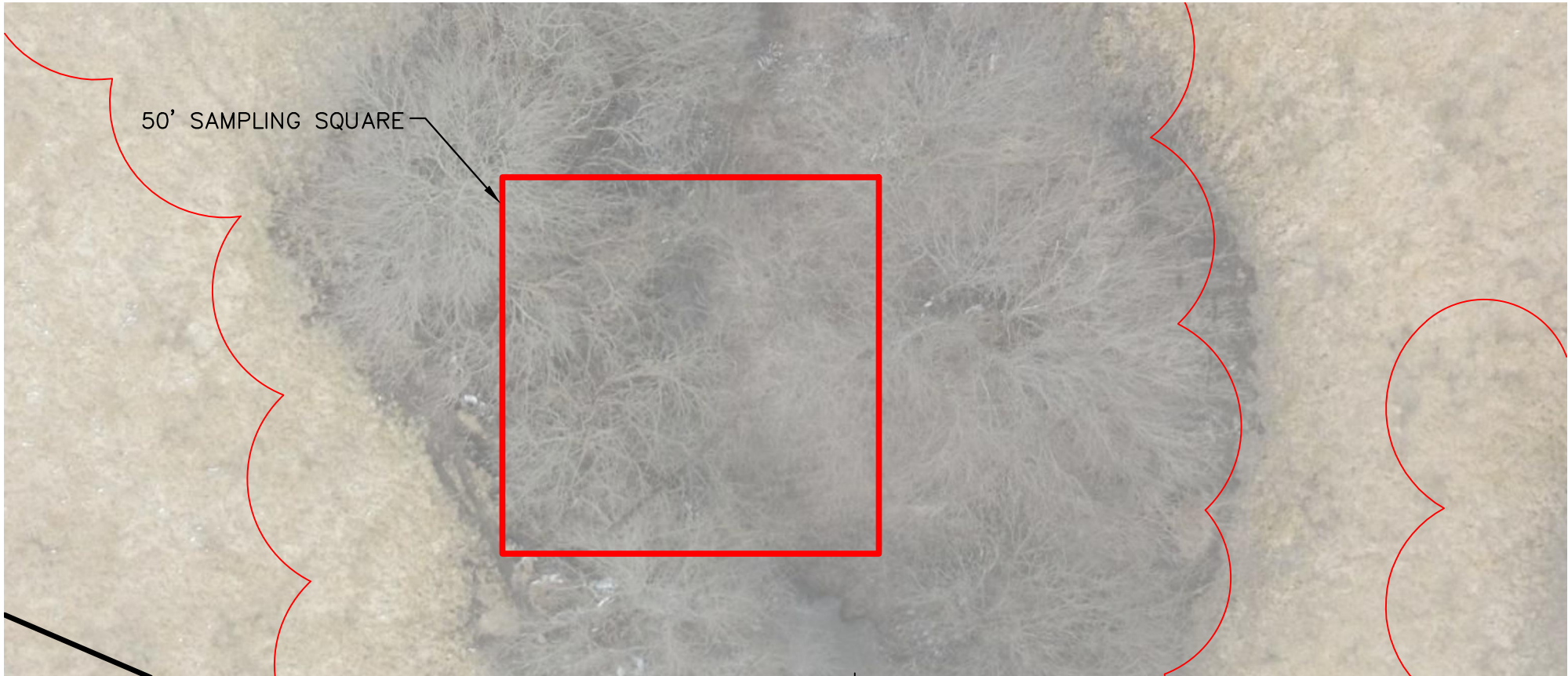
TREE SAMPLING AREA		
REPLACEMENT REQUIREMENT	CREDIT ALLOWED	REPLACEMENT REQUIRED *
2 TREES PER REMOVAL	3 TREES PER PRESERVED	
TREES	TREES	TREES
5,181	3,001	2,180
* REQUIRED REPLACEMENTS WILL BE PROVIDED BY PAY IN LIEU OF PROVIDING TREES		



TREE SAMPLING DETAIL AREA 1



TREE SAMPLING DETAIL AREA 2



TREE SAMPLING DETAIL AREA 3



REVISIONS/APPROVALS:	NO.:	DATE:	REVIEWED BY:
PREVIOUSLY APPROVED		2021.12.13	MGD
SUBMITTAL FOR RE-APPROVAL		2025.04.04	KM
ADDRESSED CITY COMMENTS		2025.04.18	BRC
REVISED LEGAL DESCRIPTION, PER CITY COMMENT		2025.05.05	SP PROJECT #:
			3360
			MELISSA C. EGONIA
			P.E.
			#2011000892

TREE SAMPLING PLAN
NORTH LIBERTY LOGISTICS PARK LIBERTY, CLAY COUNTY, MO

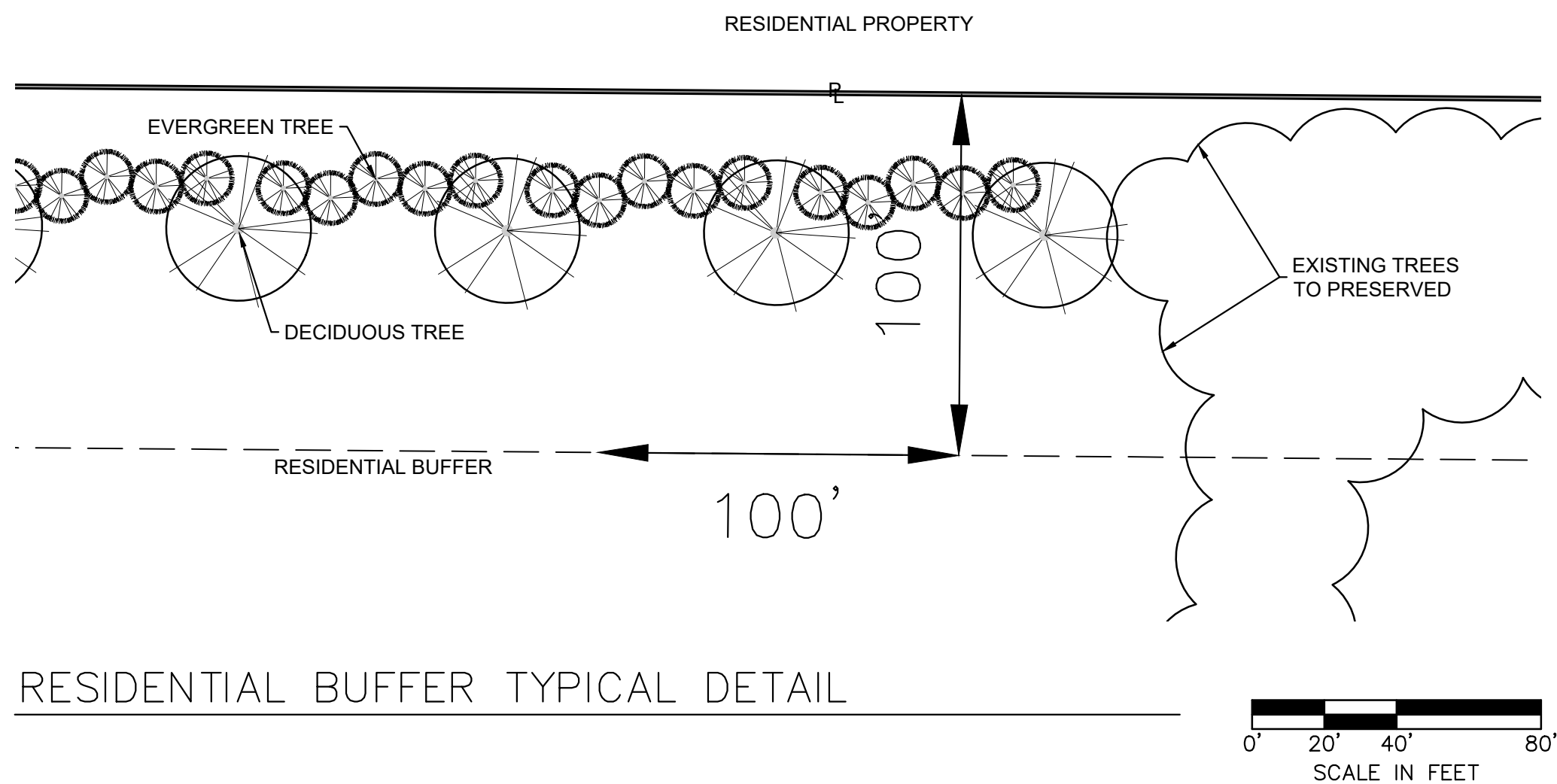
Certificate of Authority # E-2020018354
SHEET #:

C-0110

S:\01 PROJECTS\INDUSTRIAL\3360 NORTH LIBERTY LOGISTICS PARK (LIBERTY, MO)\ENTITLEMENT PLANS\LANDSCAPE PLAN SET\L-0100 LANDSCAPE PLAN - OVERVIEW.DWG



LANDSCAPE PLAN



RESIDENTIAL BUFFER TYPICAL DETAIL

- LEGEND**
- Street tree – 1.5" caliper at planting
 - Site (large) tree – 1.5" caliper at planting
 - Evergreen tree – 5' tall at planting
 - Ornamental (small) tree – 1.5" caliper at planting
 - Shrub – 3 gallon container at planting

- NOTES:**
- Existing tree line to remain
 - Proposed tree line to remain

- GENERAL NOTES:**
- GENERAL PROPOSED TREE LOCATIONS AND QUANTITIES ARE AS SHOWN ON THIS PLAN.
 - TREE TYPE (DECIDUOUS, ORNAMENTAL AND EVERGREEN) SHALL BE SELECTED AND INCLUDED IN THE FINAL DEVELOPMENT PLAN.
 - GENUS AND SPECIES OF ALL PROPOSED PLANT MATERIAL SHALL BE SELECTED AND INCLUDED ON THE FINAL DEVELOPMENT PLAN.
 - FINAL LANDSCAPE DESIGN OF ALL AREAS INCLUDING BUILDING FOUNDATION PLANTINGS, MONUMENT SIGN PLANTINGS AND GENERAL LANDSCAPING SHALL BE PER THE FINAL DEVELOPMENT PLAN AND BUILDING PERMIT PLANS.
 - ALL PROPOSED PLANT MATERIAL SIZE AND SPECIFICATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF LIBERTY UNIFIED DEVELOPMENT ORDINANCE.
 - FINAL SPECIES SELECTION FOR TREES LOCATED NEAR BUILDINGS WILL HAVE NARROW CANOPIES TO PREVENT CONFLICT.

LOT/TRACT	BUILDING AREA (SF)	PARKING PROVIDED	PROPERTY FRONTAGE	Parking Lot						Street Trees		Open Space	
				Large Trees		Small Trees		Shrubs		Property Frontage		Trees	
				Required	Provided	Required	Provided	Required	Provided	Required	Provided	Required	Provided
1	415,000	351	2,312	35	35	23	23	176	176	46	46	138	(1)
2	525,000	350	1,037	35	35	23	23	175	175	21	21	175	(1)
3	525,000	340	462	34	34	23	23	170	170	9	9	175	(1)
4	587,000	338	2,060	34	34	23	23	169	169	41	41	196	(1)
5	587,000	350	2,297	35	35	23	23	175	175	46	46	196	(1)
6	442,000	260	2,517	26	26	17	17	130	130	50	50	147	(1)
7	308,000	305	1,270	31	31	20	20	153	154	25	25	103	(1)
8	338,000	318	1,457	32	32	21	21	159	159	29	29	113	(1)
9	564,000	471	2,605	47	47	31	31	236	236	52	52	188	(1)
TOTALS	4,291,000	3,083	16,017	309	309	204	204	1,543	1,544	319	319	1,430	(1)

- (1) Open Space trees provided by preserved trees on site.
(2) Shrubs not indicated on plan will be indicated on final plans.

REVISIONS/APPROVALS:	NO.:	DATE:	REVIEWED BY:
PREVIOUSLY APPROVED		2021.12.13	MGD
SUBMITTAL FOR RE-APPROVAL		2025.04.04	KM
ADDRESSED CITY COMMENTS		2025.04.18	BRC
REVISED LEGAL DESCRIPTION, PER CITY COMMENT		2025.05.05	SP PROJECT #:
			MELISSA C. REGONIA
			300 P.E.
			#2011000892

LANDSCAPE PLAN

NORTH LIBERTY LOGISTICS PARK
LIBERTY, CLAY COUNTY, MO

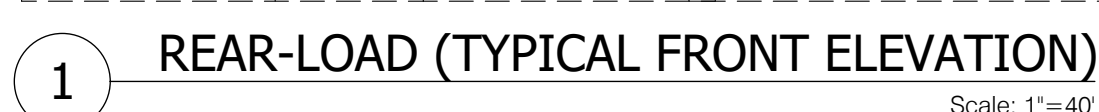


CIVIL	SITEPOINT, LLC
LANDSCAPE	SITEPOINT, LLC
FOUNDATIONS	
STRUCTURAL	
PLUMBING	
MECHANICAL	
ELECTRICAL	
FIRE PROTECTION	
CONTRACTOR	

[illegible]

A4.02

BUILDING ELEVATIONS



A. PZ Case 25-17PDP: Preliminary Development Plan for North Liberty Logistics Park, 4 million sq. ft. of industrial space in 9 buildings at 3905 Edgar Petty Rd and associated variances.

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

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

Commissioner Holt asked for clarity in regards to the details of the variance requested to limit improvements to NE 116th Street. Mr. Martinez responded that City code prescribes different standards for improvements to public roadways depending on the classification of the street. NE 116th Street is classified as a Local residential roadway, which would typically require sidewalks on both sides of the roadway, as well as curbs and gutters, neither of which would be constructed in this instance. The right-of-way of NE 116th Street would be expanded an additional 30 feet onto the subject property so that 24 feet of drivable pavement could be constructed on the south half of the roadway. The additional right-of-way width would contain open-ditch drainage and open space.

Commissioner Hot asked who would be responsible for improvements to this segment of NE 116th Street in the future. Ms. Sharp noted that NE 116th Street is adjacent to rural properties located outside of City Limits. During the original review process that occurred in 2021 and 2022, County residents in the area voiced concerns regarding this development and the impact it may have on them and their properties, and so it was determined that it would be best for the additional right-of-way to be taken from the subject property, rather than taking property from these residents for these public improvements. Mr. Martinez added that the City would not be responsible for improvements to NE 116th Street should a future development occur along this roadway; those improvements would be the responsibility of the developer. Ms. Sharp noted that it is not unusual for new development to locate along roadways which are not fully up to standard for their entire length, but that the developer would be responsible for improving the segment of street upon which they front.

Mr. Peterman commented that the limited improvements proposed to NE 116th Street are appropriate in this instance as traffic from this development is not intended to use NE 116th Street, instead relying on Edgar Petty Road and the extension of Heartland Drive.

Chairman Rosekrans asked if a County development on the north side of NE 116th Street would activate the same improvement standards as what the City would require. Ms. Sharp responded that this situation is currently playing out on NE 104th Street in regards to Montage, and that no, it is typical for different governing bodies to have different standards and requirements, necessitating coordination between the parties involved.

Commissioner Dilts asked for clarification regarding the strange shape on the south edge of the vicinity map included in the staff report. Mr. Peterman responded that this represents the relocation of Edgar Petty Road.

Chairman Rosekrans asked if the commission had any further questions of staff. Seeing none, Chairman Rosekrans called for the applicant or their representative to answer any questions the commission may have.

Kevin White of NorthPoint Development LLC, 4825 NW 42st Street, Suite 500, Riverside, MO 64150, introduced himself as the applicant and representative. Mr. White was accompanied by Brian Forquer and Melissa DeGonia, both of NorthPoint Development LLC. Mr. White gave a brief presentation to the Commission, noting that they also worked on Liberty Commerce Center, south of South Liberty Parkway.

Commissioner Summers asked how far the new intersection of Edgar Petty Road and U.S. Highway 69 would be from the intersection of Lightburne Avenue and U.S. Highway 69. Mr. McGinnis responded that an approximate measure showed a distance of 1,900 feet between the intersections. Ms. DeGonia added that the new intersection of Edgar Petty Road and U.S. Highway 69 was designed with direction provided by MoDOT. She said this specific area was chosen for the signal because of sight distance and because the grades of the road at that location allows connections through the median.

Chairman Rosekrans asked if the commission had any further questions for the applicant or 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 proposal. Seeing none, Chairman Rosekrans closed the public hearing.

Chairman Rosekrans called for any final questions from the commission. Seeing none, he asked for asked for a motion.

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

Vote: Motion 7-0-1

Yes: Crawford, Dilts, Holt, Reinier, Rosekrans, Summers, Waterman

No: None

Abstain: Noland

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, May 19, 2025 at 7:00 p.m.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR NORTH LIBERTY LOGISTICS PARK AT 3905 EDGAR PETTY ROAD, AN APPROXIMATELY 4 MILLION SQUARE FOOT, NINE-BUILDING INDUSTRIAL DEVELOPMENT BETWEEN INTERSTATE 35 AND U.S. HIGHWAY 69, INCLUDING TWO VARIANCES, IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a preliminary development plan for North Liberty Logistics Park at 3905 Edgar Petty Road, an approximately 4 million square foot, nine-building industrial development between Interstate 35 and U.S. highway 69, including two variances, in Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on May 13, 2025 and the City Council on May 19, 2025; and

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

1. A variance from Sec. 30-93, "Design standards, in general" of the UDO to provide a single eight-foot sidewalk on the east side of Edgar Petty Road where Code would prescribe five-foot sidewalks on both sides of the public street; and
2. A variance from Sec. 30-93, "Design standards, in general" of the UDO to provide limited improvements to NE 116th Street where Code would require full improvements to the public right-of-way.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the preliminary development plan for North Liberty Logistics Park at 3905 Edgar Petty Road, an approximately 4 million square foot, nine-building industrial development between Interstate 35 and U.S. highway 69, including two variances, in Liberty, Clay County, Missouri, is hereby approved according to the preliminary development plan on file in the office of the Department of Planning and Development.

PASSED by the City Council this _____ day of _____, 2025.

Greg Canuteson, MAYOR

ATTEST:

DEPUTY CITY CLERK

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF May 2, 2025 to May 9, 2025

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	\$ 75,216.56
TRANSIENT GUEST TAX FUND	244	\$ 9,759.89
CEMETERY MAINTENANCE FUND	247	\$ 7,296.96
CAPTIAL SALES TAX FUND	351	\$ 1,514.83
TRANSPORTATION SALES TAX FUND	352	\$ 6,288.35
ECO/DEVO SALES TAX FUND	354	\$ 31,229.00
FIRE SALES TAX FUND	356	\$ 460,813.32
PARKS FUND	460	\$ 2,528.11
SPORTS COMPLEX FUND	461	\$ 19,867.51
COMMUNITY CENTER FUND	465	\$ 13,148.42
WATER OPERATING FUND	590	\$ 39,043.59
WASTEWATER OPERATING FUND	591	\$ 44,852.85
WATER CAPITAL FUND	592	\$ 2,590.05
CID-LIBERTY COMMONS	600	\$ 88,460.19
LIBERTY CORNERS CID	605	\$ 19,684.48
TIF-BLUE JAY CROSSING	709	\$ 20,564.02
TOTAL APPROPRIATIONS		<u><u>\$ 842,858.13</u></u>

PASSED by the Council this 19th day of May, 2025.

Greg Canuteson - MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 19th day of May, 2025.

Greg Canuteson - 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

May 9, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 05/08/2025 and 05/09/2025;

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										
190565; 05/09/2025; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	46868697004	05/07/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession Beverages and supplies for Sports Complex and LCC Vending	\$ 2,210.17
CHECK TOTAL FOR CHECK NUMBER 190565										\$ 2,210.17
190566; 05/09/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10024562	04/25/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 95.72
CHECK TOTAL FOR CHECK NUMBER 190566										\$ 95.72
190567; 05/09/2025; Outstanding; null										
	95	CYCLONE INC	46667	04/30/2025	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Training Tower Portable Toilet	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 190567										\$ 90.00
190568; 05/09/2025; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11388	04/01/2025	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Intake Processing, DNA Sample, Lab Exam	\$ 588.10
CHECK TOTAL FOR CHECK NUMBER 190568										\$ 588.10
190569; 05/09/2025; Outstanding; null										
	186	PRIDE CLEANERS MJV-A LLC	168997-043025	05/01/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Jail Laundry	\$ 36.44
	186	PRIDE CLEANERS MJV-A LLC	333472-043025	05/01/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Uniform Cleaning	\$ 354.00
CHECK TOTAL FOR CHECK NUMBER 190569										\$ 390.44

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190570; 05/09/2025; Outstanding; null										
	314	RICOH USA, INC	5071319496	05/01/2025	COURT		100-53031-116-000000	COPIER LEASE & USAGE	METER READ	\$ 41.70
	314	RICOH USA, INC	5071346359	05/01/2025	FIRE		100-53031-300-000000	COPIER LEASE & USAGE	Fire copier usage	\$ 162.93
	314	RICOH USA, INC	109143980	04/22/2025	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	Records Lease - May	\$ 153.81
CHECK TOTAL FOR CHECK NUMBER 190570										\$ 358.44
190571; 05/09/2025; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	4/9/2025	04/09/2025	POLICE		100-55044-502-000000	MISCELLANEOUS FEES	Police Peer Support Services	\$ 1,560.00
CHECK TOTAL FOR CHECK NUMBER 190571										\$ 1,560.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190572; 05/09/2025; Outstanding; null										
	391	LINEAGE MAILING SERVICES	304266	04/14/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 73.19
	391	LINEAGE MAILING SERVICES	304266	04/14/2025	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 73.20
	391	LINEAGE MAILING SERVICES	304267	04/30/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 85.42
	391	LINEAGE MAILING SERVICES	304267	04/30/2025	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 85.42
	391	LINEAGE MAILING SERVICES	304266	04/14/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 228.96
	391	LINEAGE MAILING SERVICES	304266	04/14/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 228.96
	391	LINEAGE MAILING SERVICES	304267	04/30/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 279.20
	391	LINEAGE MAILING SERVICES	304267	04/30/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 279.21
	391	LINEAGE MAILING SERVICES	304270	04/30/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 394.05
	391	LINEAGE MAILING SERVICES	304270	04/30/2025	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 394.06
	391	LINEAGE MAILING SERVICES	304269	04/16/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 441.08
	391	LINEAGE MAILING SERVICES	304269	04/16/2025	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 441.08
	391	LINEAGE MAILING SERVICES	304270	04/30/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 1,010.92
	391	LINEAGE MAILING SERVICES	304270	04/30/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 1,010.92
	391	LINEAGE MAILING SERVICES	304269	04/16/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 1,137.17
	391	LINEAGE MAILING SERVICES	304269	04/16/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 1,137.17

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190572; 05/09/2025; Outstanding; null										
	391	LINEAGE MAILING SERVICES	304224	04/30/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill envelopes	\$ 2,609.00
	391	LINEAGE MAILING SERVICES	304224	04/30/2025	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill envelopes	\$ 2,609.00
CHECK TOTAL FOR CHECK NUMBER 190572										\$ 12,518.01
190573; 05/09/2025; Outstanding; null										
	471	VSM ENGINEERING LLC	127421	05/01/2025	PUB WRKS-PO		352-57033-201-00000	SIDEWALK MAINTENANCE PROGRAM	SIDEWALK/ TRAIL PROJECT	\$ 4,822.64
CHECK TOTAL FOR CHECK NUMBER 190573										\$ 4,822.64
190574; 05/09/2025; Outstanding; null										
	492	ALL COPY PRODUCTS, INC.	39133728	05/02/2025	PARKS & RECREATION		460-57012-400-00000	OFFICE EQUIPMENT MAINTENANCE	Monthly Payment All Copy Products	\$ 233.90
CHECK TOTAL FOR CHECK NUMBER 190574										\$ 233.90
190575; 05/09/2025; Outstanding; null										
	610	FNF PETROLEUM	IFNF19201	05/01/2025	PARKS & RECREATION		460-57002-403-00000	DIESEL FUEL	Diesel Fuel	\$ 1,638.00
CHECK TOTAL FOR CHECK NUMBER 190575										\$ 1,638.00
190576; 05/09/2025; Outstanding; null										
	612	SKYLAR ANDERSON	5/6/2025	05/07/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 32.00
CHECK TOTAL FOR CHECK NUMBER 190576										\$ 32.00
190577; 05/09/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	5/7/2025	05/07/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 68.00
CHECK TOTAL FOR CHECK NUMBER 190577										\$ 68.00

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

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190578; 05/09/2025; Cleared; 05/09/2025										
	617	STAR DEVELOPMENT CORP	MAY2025	05/08/2025	NONE		709-55048-613-000000	DEVELOPER REIMBURSEMENT	MAY 2025 PYMT	\$ 20,564.02
CHECK TOTAL FOR CHECK NUMBER 190578										\$ 20,564.02
190579; 05/09/2025; Outstanding; null										
Ancestry Subscription 25-26	633	PROQUEST LLC	70895065	05/01/2025	CEMETERY MAINTENANC	Ancestry Subscription 25-26	247-59026-204-000000	MISCELLANEOUS EXPENSES		\$ 2,676.96
CHECK TOTAL FOR CHECK NUMBER 190579										\$ 2,676.96
190580; 05/09/2025; Outstanding; null										
	669	MYRICK MECHANICAL	2767	05/06/2025	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	AC Repair	\$ 665.00
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2768	05/06/2025	PARKS & REC-PO		100-57019-160-000000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	\$ 374.50
	669	MYRICK MECHANICAL	2753	04/29/2025	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Fan Motor Replacement	\$ 504.49
CHECK TOTAL FOR CHECK NUMBER 190580										\$ 1,543.99
190581; 05/09/2025; Outstanding; null										
	690	LIBERTY HOSPITAL URGENT CARE	00136137-00	04/28/2025	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Pre-employment testing & drug screening	\$ 801.00
	690	LIBERTY HOSPITAL URGENT CARE	00136137-00	04/28/2025	HR & RISK MGMT		100-55044-140-000000	MISCELLANEOUS FEES	Random drug screens & vaccines	\$ 910.00
CHECK TOTAL FOR CHECK NUMBER 190581										\$ 1,711.00
190582; 05/09/2025; Outstanding; null										
	713	KOHL WHOLESALE INC	1281903	05/07/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession food and supplies for Sports Complex	\$ 5,192.36
CHECK TOTAL FOR CHECK NUMBER 190582										\$ 5,192.36

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190583; 05/09/2025; Outstanding; null										
	728	CHERRYROAD MEDIA INC	251623	04/30/2025	TRANSIENT GUEST TAX		244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	Digital and print ads with the Courier Tribune	\$ 535.00
CHECK TOTAL FOR CHECK NUMBER 190583										\$ 535.00
190584; 05/09/2025; Outstanding; null										
	762	SUPERIOR-BOWEN ASPHALT	52037	04/29/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Satrock Plus	\$ 148.20
CHECK TOTAL FOR CHECK NUMBER 190584										\$ 148.20
190585; 05/09/2025; Outstanding; null										
	777	STERICYCLE, INC.	8010571808	04/25/2025	MULTI		100-55044-116-000000	MISCELLANEOUS FEES	Court	\$ 23.83
	777	STERICYCLE, INC.	8010571808	04/25/2025	MULTI		100-55044-140-000000	MISCELLANEOUS FEES	Personnel	\$ 24.14
	777	STERICYCLE, INC.	8010571808	04/25/2025	MULTI		100-55044-111-000000	MISCELLANEOUS FEES	City Clerk	\$ 32.19
	777	STERICYCLE, INC.	8010571808	04/25/2025	MULTI		100-55044-130-000000	MISCELLANEOUS FEES	Finance	\$ 34.95
	777	STERICYCLE, INC.	8010571808	04/25/2025	MULTI		100-55044-501-000000	MISCELLANEOUS FEES	Records/Dispatch	\$ 137.11
	777	STERICYCLE, INC.	8010571809	04/25/2025	MULTI		100-55044-160-000000	MISCELLANEOUS FEES	Select Purge Service (offsite Paper) 60 Boxes	\$ 1,026.59
CHECK TOTAL FOR CHECK NUMBER 190585										\$ 1,278.81
190586; 05/09/2025; Outstanding; null										
	781	TEKLAB, INC.	325911	05/06/2025	UTILITIES-PO		591-55020-902-000000	LAB FEES	Lab Fees	\$ 356.00
CHECK TOTAL FOR CHECK NUMBER 190586										\$ 356.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190587; 05/09/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-20262	04/05/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	206 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-21225	05/07/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	210 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-20878	04/25/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	234 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-21073	05/02/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	211 Oil Change	\$ 58.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-19739	03/18/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	220 Oil Change	\$ 87.97
CHECK TOTAL FOR CHECK NUMBER 190587										\$ 287.89
190588; 05/09/2025; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000032101	04/30/2025	UTILITIES-PO		591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	Courtney Ridge	\$ 10,420.89
CHECK TOTAL FOR CHECK NUMBER 190588										\$ 10,420.89
190589; 05/09/2025; Outstanding; null										
	927	BRIGHTLY SOFTWARE, INC	INV-264796	01/06/2025	UTILITIES-PO		591-70003-903-000000	COMPUTER SOFTWARE	Computer Software	\$ 13,041.32
	927	BRIGHTLY SOFTWARE, INC	INV-264796	01/06/2025	UTILITIES-PO		590-70003-803-000000	COMPUTER SOFTWARE	Computer Software	\$ 13,041.32
CHECK TOTAL FOR CHECK NUMBER 190589										\$ 26,082.64
190590; 05/09/2025; Outstanding; null										
	952	BRAYLON STEGALL	5/6/2025	05/07/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 112.00
CHECK TOTAL FOR CHECK NUMBER 190590										\$ 112.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190591; 05/09/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00030391	04/30/2025	PUBLIC WORKS		351-57031-201-00000	ASPHALT-STREET REPAIRS	Asphalt for Whitetail, Shannon	\$ 366.00
	957	VANCE BROTHERS, LLC	IG00030367	04/29/2025	PUBLIC WORKS		351-57031-201-00000	ASPHALT-STREET REPAIRS	Asphalt for Clay Ct, Nashua, Kings Hwy, Crabapple	\$ 375.63
	957	VANCE BROTHERS, LLC	IG00030445	05/05/2025	PUBLIC WORKS		351-57031-201-00000	ASPHALT-STREET REPAIRS	Asphalt for Whitetail	\$ 625.00
CHECK TOTAL FOR CHECK NUMBER 190591										\$ 1,366.63
190592; 05/09/2025; Outstanding; null										
	963	T-MOBILE USA INC.	4.2025	04/21/2025	POLICE		100-57030-512-00000	SOFTWARE MAINTENANCE	APRIL	\$ 351.60
CHECK TOTAL FOR CHECK NUMBER 190592										\$ 351.60
190593; 05/09/2025; Outstanding; null										
	964	J D HOFFMAN ENTERPRISES LLC	8355350	05/02/2025	PARKS & RECREATION		461-53005-451-00000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 360.00
CHECK TOTAL FOR CHECK NUMBER 190593										\$ 360.00
190594; 05/09/2025; Outstanding; null										
	964	J D HOFFMAN ENTERPRISES LLC	8355357	05/03/2025	PARKS & RECREATION		461-53005-451-00000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 630.00
CHECK TOTAL FOR CHECK NUMBER 190594										\$ 630.00
190595; 05/09/2025; Outstanding; null										
	965	MITCHELL A DECKER	1002	05/01/2025	UTILITIES-PO		591-55041-902-00000	CONTRACT LABOR	WWTP Admin Building & Bottom	\$ 1,173.32
	965	MITCHELL A DECKER	1002	05/01/2025	UTILITIES-PO		590-55041-802-00000	CONTRACT LABOR	WTP, Nashua Tower, Gordon Towe, Lee Chemical, Outfall Road	\$ 2,382.24
CHECK TOTAL FOR CHECK NUMBER 190595										\$ 3,555.56

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190596; 05/09/2025; Outstanding; null										
	969	RYAN BENJAMIN HOUCK	5/6/2025	05/07/2025	PARKS & RECREATION		465-55061-410-0000 00	STARTS AND TURNS		\$ 20.00
	969	RYAN BENJAMIN HOUCK	5/6/2025	05/07/2025	PARKS & RECREATION		465-55054-410-0000 00	SWIM TEAM BASICS		\$ 20.00
	969	RYAN BENJAMIN HOUCK	5/6/2025	05/07/2025	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 30.00
CHECK TOTAL FOR CHECK NUMBER 190596										\$ 70.00
190597; 05/09/2025; Outstanding; null										
	976	PACE PROPERTIES, INC	04.29#1	04/29/2025	NONE		600-53037-616-0000 00	TIF REIMBURSABLE FEES	CID Eligible Costs	\$ 88,460.19
CHECK TOTAL FOR CHECK NUMBER 190597										\$ 88,460.19
190598; 05/09/2025; Outstanding; null										
	978	P&P DEVELOPMENT, LLC	APRIL 2025	04/30/2025	POLICE		100-55044-501-0000 00	MISCELLANEOUS FEES	Barricade Storage	\$ 110.00
CHECK TOTAL FOR CHECK NUMBER 190598										\$ 110.00
190599; 05/09/2025; Outstanding; null										
	1794	RANDY RUSSELL SERVICE CO	3068	04/24/2025	PARKS & RECREATION		461-57018-451-00000 0	MISC EQUIPMENT MAINT	large cooler repair	\$ 168.00
CHECK TOTAL FOR CHECK NUMBER 190599										\$ 168.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190600; 05/09/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85758272	05/05/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 34.41
	2300	BOUND TREE MEDICAL LLC	85749593	04/28/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 213.63
	2300	BOUND TREE MEDICAL LLC	85738691	04/17/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 252.71
	2300	BOUND TREE MEDICAL LLC	85751598	04/29/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,359.58
	2300	BOUND TREE MEDICAL LLC	85758271	05/05/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,476.87
CHECK TOTAL FOR CHECK NUMBER 190600										\$ 3,337.20
190601; 05/09/2025; Outstanding; null										
	2759	PUBLIC WATER DIST #5	3/08-4/08/25	04/23/2025	FINANCE		591-57005-902-0000 00	WATER PLANT MAINTENANCE	Water Service	\$ 53.68
	2759	PUBLIC WATER DIST #5	3/8-4/8/25	04/23/2025	FINANCE		590-55036-802-0000 00	WATER PURCHASES-KANSAS CITY	Water Service	\$ 170.16
CHECK TOTAL FOR CHECK NUMBER 190601										\$ 223.84
190602; 05/09/2025; Outstanding; null										
	2767	K C WINWATER WORKS CO	343295-01	04/25/2025	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #125	\$ 180.00
	2767	K C WINWATER WORKS CO	343436-01	04/24/2025	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 203.00
	2767	K C WINWATER WORKS CO	343295-01	04/25/2025	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Misc. Inventory	\$ 740.00
	2767	K C WINWATER WORKS CO	343385-01	04/24/2025	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Misc. Inventory	\$ 820.00
CHECK TOTAL FOR CHECK NUMBER 190602										\$ 1,943.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190603; 05/09/2025; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281280986	05/05/2025	PARKS & RECREATION		465-57018-420-0000 00	MISC EQUIPMENT MAINT	Facility mats 5.5.25	\$ 123.90
CHECK TOTAL FOR CHECK NUMBER 190603										\$ 123.90
190604; 05/09/2025; Outstanding; null										
	3059	FASTKICK MARTIAL ARTS	5.5.2025	05/05/2025	PARKS & RECREATION		465-55065-410-0000 00	COMMUNITY PROGRAMS	Fastkick programs March - May 2025	\$ 588.00
CHECK TOTAL FOR CHECK NUMBER 190604										\$ 588.00
190605; 05/09/2025; Outstanding; null										
	3524	LIBERTY PETTY CASH	05052025	05/05/2025	PARKS & RECREATION		465-53000-420-0000 00	GENERAL SUPPLIES	LCC Supplies	\$ 7.42
	3524	LIBERTY PETTY CASH	05052025	05/05/2025	PARKS & RECREATION		465-54004-420-0000 00	TRAINING COSTS	CCT Meeting	\$ 15.98
	3524	LIBERTY PETTY CASH	05052025	05/05/2025	PARKS & RECREATION		100-54001-483-0000 00	REGISTRATION FEES	Food Handler's License for Silver Center Volunteer	\$ 25.00
	3524	LIBERTY PETTY CASH	05052025	05/05/2025	PARKS & RECREATION		465-59026-420-0000 00	MISCELLANEOUS EXPENSES	Laura Severenuk Mileage April 2025	\$ 37.80
	3524	LIBERTY PETTY CASH	05052025	05/05/2025	PARKS & RECREATION		100-53035-483-0000 00	PROGRAM SUPPLIES	Silver Center Birthday Party	\$ 100.00
	3524	LIBERTY PETTY CASH	05052025	05/05/2025	PARKS & RECREATION		461-59026-451-0000 00	MISCELLANEOUS EXPENSES	Paula Ruf April Mileage	\$ 140.00
	3524	LIBERTY PETTY CASH	05052025	05/05/2025	PARKS & RECREATION		100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	Gina McLean Mileage Oct 24 - Dec 24	\$ 141.68
	3524	LIBERTY PETTY CASH	05052025	05/05/2025	PARKS & RECREATION		100-59026-480-0000 00	MISCELLANEOUS EXPENSES	Hailey Kellerstrass Mileage Jan - Apr 25	\$ 199.99
CHECK TOTAL FOR CHECK NUMBER 190605										\$ 667.87
190606; 05/09/2025; Outstanding; null										
	3552	K C MO WATER SERVICES	KC APRIL-25	04/30/2025	FINANCE		591-55040-902-0000 00	SEWAGE TREATMENT SERVICES	April Charges Acct 128-9935/02	\$ 2,130.04
CHECK TOTAL FOR CHECK NUMBER 190606										\$ 2,130.04

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190607; 05/09/2025; Outstanding; null										
Membership Dues	3740	K C AREA DEVELOPMENT COUNCIL	174018	05/01/2025	ADMINISTRATI ON		354-55018-110-00000	OTHER MISC FEES	Membership Dues	\$ 25,000.00
CHECK TOTAL FOR CHECK NUMBER 190607										\$ 25,000.00
190608; 05/09/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-250447275	04/29/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Oil leak and voltage regulator	\$ 2,550.67
	4424	CUMMINS SALES AND SERVICE	H9-250447284	04/30/2025	PUB WRKS-PO		591-57019-902-000000	BUILDING MAINTENANCE	Waste Water Treatment Plant Generator Maintenance	\$ 368.07
	4424	CUMMINS SALES AND SERVICE	H9-250343553	03/31/2025	PUB WRKS-PO		100-57014-300-000000	EMERGENCY MGT MAINTENANCE	Fire, Community Ctr and Water Tower Generator Maintenance	\$ 605.00
	4424	CUMMINS SALES AND SERVICE	H9-250547457	05/01/2025	PUB WRKS-PO		100-57019-202-000000	BUILDING MAINTENANCE	City Hall Generator Maintenance	\$ 607.00
	4424	CUMMINS SALES AND SERVICE	H9-250447282	04/30/2025	PUB WRKS-PO		591-57019-902-000000	BUILDING MAINTENANCE	Waste Water Treatment Plant Generator Maintenance	\$ 705.00
	4424	CUMMINS SALES AND SERVICE	H9-250548084	05/05/2025	PUB WRKS-PO		591-57019-902-000000	BUILDING MAINTENANCE	Waste Water Treatment Plant Generator Maintenance	\$ 705.00
	4424	CUMMINS SALES AND SERVICE	H9-250548087	05/05/2025	PUB WRKS-PO		591-57019-902-000000	BUILDING MAINTENANCE	Waste Water Treatment Plant Generator Maintenance	\$ 780.00
	4424	CUMMINS SALES AND SERVICE	H9-250343554	03/31/2025	PUB WRKS-PO		590-57019-802-000000	BUILDING MAINTENANCE	Water Treatment Plant Generator Maintenance	\$ 1,962.98
CHECK TOTAL FOR CHECK NUMBER 190608										\$ 8,283.72

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190609; 05/09/2025; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	5/6/2025	05/07/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 76.00
CHECK TOTAL FOR CHECK NUMBER 190609										\$ 76.00
190610; 05/09/2025; Outstanding; null										
	4460	JEFF ELLIS & ASSOC INC	20126732	04/28/2025	PARKS & RECREATION		465-55059-410-000000	LIFEGUARD TRAINING	New and original certifications	\$ 1,005.00
CHECK TOTAL FOR CHECK NUMBER 190610										\$ 1,005.00
190611; 05/09/2025; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	042025	04/30/2025	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	Reimbursement for Printing Expenses	\$ 136.56
	4528	HISTORIC DOWNTOWN LIBERTY INC	042025	04/30/2025	TRANSIENT GUEST TAX		244-59018-119-0000000	HDLI CONTRACT	Reimbursement for "Fun Money" Coupon Program	\$ 755.00
	4528	HISTORIC DOWNTOWN LIBERTY INC	042025	04/30/2025	TRANSIENT GUEST TAX		244-59018-119-0000000	HDLI CONTRACT	Reimbursement for Block Party event expenses	\$ 5,000.00
CHECK TOTAL FOR CHECK NUMBER 190611										\$ 5,891.56
190612; 05/09/2025; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	MAY 2025	05/05/2025	P&D-PO		244-59018-119-0000000	HDLI CONTRACT	May 2025 HDLI Contract	\$ 3,333.33
CHECK TOTAL FOR CHECK NUMBER 190612										\$ 3,333.33
190613; 05/09/2025; Outstanding; null										
	4580	NATURAL BUILD FITNESS LLC	2420475	05/06/2025	PARKS & RECREATION		465-44055-000-000000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,260.00
CHECK TOTAL FOR CHECK NUMBER 190613										\$ 1,260.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190614; 05/09/2025; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	30609	04/27/2025	PARKS & RECREATION		460-57027-403-000000	PLAYGROUND/SPRAYGROUND MAINT	Gravel	\$ 210.83
CHECK TOTAL FOR CHECK NUMBER 190614										\$ 210.83
190615; 05/09/2025; Outstanding; null										
	4763	PRINTING UNLIMITED	71831	12/02/2024	FIRE		100-53000-300-000000	GENERAL SUPPLIES	Fire radio labels	\$ 159.00
	4763	PRINTING UNLIMITED	72002	01/09/2025	FIRE		100-53000-300-000000	GENERAL SUPPLIES	Fire business cards	\$ 171.99
	4763	PRINTING UNLIMITED	72457	04/29/2025	POLICE		100-53032-501-000000	OUTSIDE PRINTING	Impound Notices	\$ 234.24
	4763	PRINTING UNLIMITED	72550	05/01/2025	PR & COMMUNICATION		100-53032-113-000000	OUTSIDE PRINTING	May 2025 Utility Bill Insert	\$ 671.00
CHECK TOTAL FOR CHECK NUMBER 190615										\$ 1,236.23

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190616; 05/09/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23544	05/01/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23524	04/28/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23515	04/29/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23517	05/01/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23535	04/30/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23518	05/01/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23543	05/01/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23527	05/02/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23504	04/24/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23509	04/24/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23510	04/24/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23511	04/24/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23506	04/25/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23505	04/26/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23507	04/28/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23532	04/29/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190616; 05/09/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23533	04/29/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23528	04/30/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
CHECK TOTAL FOR CHECK NUMBER 190616										\$ 1,090.00
190617; 05/09/2025; Outstanding; null										
	4846	VALIDITY SCREENING SOLUTIONS	255883	05/01/2025	HR & RISK MGMT		100-55029-140-00000	RECRUITMENT EXPENSES	Pre-employment background checks	\$ 289.50
	4846	VALIDITY SCREENING SOLUTIONS	255883	05/01/2025	HR & RISK MGMT		100-54004-140-00000	EMPLOYEE ISSUES & FUNCTIONS	MVR monitoring costs	\$ 450.75
CHECK TOTAL FOR CHECK NUMBER 190617										\$ 740.25
190618; 05/09/2025; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0040160	05/01/2025	ANIMAL CONTROL		100-57015-165-00000	FACILITIES SECURITY MAINT	Monitoring	\$ 48.95
CHECK TOTAL FOR CHECK NUMBER 190618										\$ 48.95
190619; 05/09/2025; Outstanding; null										
	5043	AMY BLAKE	5/16-5/18/2025	03/03/2025	FINANCE		100-54000-140-00000	TRAINING TRAVEL	PSHRA Board Meeting	\$ 181.00
CHECK TOTAL FOR CHECK NUMBER 190619										\$ 181.00
190620; 05/09/2025; Outstanding; null										
	5257	NATHAN JONES	5/6/2025	05/07/2025	PARKS & RECREATION		465-55056-410-00000	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	5257	NATHAN JONES	5/6/2025	05/07/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 114.00
CHECK TOTAL FOR CHECK NUMBER 190620										\$ 140.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190621; 05/09/2025; Outstanding; null										
	5394	GALL'S INC	031189472	04/29/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 106.72
	5394	GALL'S INC	031231138	05/02/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 130.24
	5394	GALL'S INC	031231129	05/02/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 189.20
	5394	GALL'S INC	031159191	04/25/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 224.40
	5394	GALL'S INC	030973132	04/07/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Clark Emblems	\$ 12.32
	5394	GALL'S INC	030997876	04/09/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Clip On Ties	\$ 45.76
	5394	GALL'S INC	030973122	04/07/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Campbell Class A Shirt	\$ 88.84
	5394	GALL'S INC	031107095	04/21/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Sampson Class A Shirt	\$ 98.95
	5394	GALL'S INC	031118506	04/22/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Feagins Boots	\$ 115.00
	5394	GALL'S INC	031128450	04/23/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	M. Smith Boots	\$ 179.95
CHECK TOTAL FOR CHECK NUMBER 190621										\$ 1,191.38
190622; 05/09/2025; Outstanding; null										
	5460	VALVOLINE LLC	99447	05/01/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Fire #604 oil change	\$ 54.98
	5460	VALVOLINE LLC	98949	04/30/2025	UTILITIES		591-57009-902-000000	VEHICLE MAINTENANCE	Serviced Vehicle - #190	\$ 36.11
CHECK TOTAL FOR CHECK NUMBER 190622										\$ 91.09
190623; 05/09/2025; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	6273	04/24/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Morrison Class A	\$ 183.98
CHECK TOTAL FOR CHECK NUMBER 190623										\$ 183.98

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190624; 05/09/2025; Outstanding; null										
	5575	TW CUSTOM BRANDING	56225	03/25/2025	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	Sports Apparel	\$ 284.32
	5575	TW CUSTOM BRANDING	56265	03/31/2025	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	Sports Apparel	\$ 4,295.71
	5575	TW CUSTOM BRANDING	29017	04/23/2025	PARKS & RECREATION		100-59014-480-000000	CLOTHING EXPENSES	Spring apparel order - AS	\$ 32.97
	5575	TW CUSTOM BRANDING	29017	04/23/2025	PARKS & RECREATION		100-59014-483-000000	CLOTHING EXPENSES	Spring apparel order - SC	\$ 83.95
	5575	TW CUSTOM BRANDING	29017	04/23/2025	PARKS & RECREATION		461-59014-451-000000	CLOTHING EXPENSES	Spring apparel order - CF	\$ 120.94
	5575	TW CUSTOM BRANDING	56827	04/24/2025	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Staff shirts	\$ 132.89
	5575	TW CUSTOM BRANDING	29017	04/23/2025	PARKS & RECREATION		460-59014-400-000000	CLOTHING EXPENSES	Spring apparel order - Parks Admin	\$ 235.38
	5575	TW CUSTOM BRANDING	56424	04/04/2025	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Staff shirts	\$ 239.76
	5575	TW CUSTOM BRANDING	29018	04/23/2025	PARKS & RECREATION		465-59014-420-000000	CLOTHING EXPENSES	Spring apparel order LCC - CCT	\$ 481.73
	5575	TW CUSTOM BRANDING	56375	04/03/2025	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Spring PT Staff Shirts	\$ 2,198.35
	5575	TW CUSTOM BRANDING	29017	04/23/2025	PARKS & RECREATION		465-59014-420-000000	CLOTHING EXPENSES	Spring apparel order LCC	\$ 2,236.30
CHECK TOTAL FOR CHECK NUMBER 190624										\$ 10,342.30
190625; 05/09/2025; Outstanding; null										
	5602	M & M GOLF CARS LLC	24363	04/30/2025	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Golf Cart	\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 190625										\$ 500.00
190626; 05/09/2025; Outstanding; null										
	5626	WEX BANK	104509485	04/30/2025	NONE		100-12023-000-000000	INVENTORY-GASOLINE		\$ 30,444.47
CHECK TOTAL FOR CHECK NUMBER 190626										\$ 30,444.47

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190627; 05/09/2025; Outstanding; null										
	5662	SUMNERONE INC	4262786	04/22/2025	POLICE		100-53000-501-000000	GENERAL SUPPLIES	Toner	\$ 123.00
CHECK TOTAL FOR CHECK NUMBER 190627										\$ 123.00
190628; 05/09/2025; Outstanding; null										
	5670	CLAYTON PAPER & DISTRIBUTION	007504	05/01/2025	PARKS & RECREATION		461-53000-451-000000	GENERAL SUPPLIES	Sports Complex - Paper	\$ 49.95
	5670	CLAYTON PAPER & DISTRIBUTION	007504	05/01/2025	PARKS & RECREATION		100-53000-480-000000	GENERAL SUPPLIES	Aging Services - Paper	\$ 124.87
	5670	CLAYTON PAPER & DISTRIBUTION	007504	05/01/2025	PARKS & RECREATION		465-53000-420-000000	GENERAL SUPPLIES	Community Center - Paper	\$ 124.88
CHECK TOTAL FOR CHECK NUMBER 190628										\$ 299.70
190629; 05/09/2025; Outstanding; null										
	5680	LAUREL SHOGER	5/6/2025	05/07/2025	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		\$ 52.00
	5680	LAUREL SHOGER	5/6/2025	05/07/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 60.00
	5680	LAUREL SHOGER	5/6/2025	05/07/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 190629										\$ 212.00
190630; 05/09/2025; Outstanding; null										
	5767	BRENNTAG MID-SOUTH INC	BMS915351	04/30/2025	UTILITIES		591-53009-902-000000	CHEMICALS	WWTP - Chemicals	\$ 1,137.50
CHECK TOTAL FOR CHECK NUMBER 190630										\$ 1,137.50
190631; 05/09/2025; Outstanding; null										
	5834	DORMAKABA USA INC	794980	04/30/2025	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Main entry exterior handicap door actuator replacement	\$ 2,749.56
CHECK TOTAL FOR CHECK NUMBER 190631										\$ 2,749.56

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190632; 05/09/2025; Outstanding; null										
	5859	GULF STATES DISTRIBUTORS INC	1487820-IN	04/28/2025	POLICE-PO		100-53019-502-000000	ARMORY SUPPLIES	Hornady TAP .308WIN 168gr ELD Match TAP Precision	\$ 0.00
	5859	GULF STATES DISTRIBUTORS INC	1487324-IN	04/18/2025	POLICE-PO		100-53019-502-000000	ARMORY SUPPLIES	T223A Federal .223 55gr TRU SP	\$ 0.00
	5859	GULF STATES DISTRIBUTORS INC	1487820-IN	04/28/2025	POLICE-PO		100-53019-502-000000	ARMORY SUPPLIES	T223A Federal .223 55gr TRU SP	\$ 3,250.00
	5859	GULF STATES DISTRIBUTORS INC	1487324-IN	04/18/2025	POLICE-PO		100-53019-502-000000	ARMORY SUPPLIES	Hornady TAP .308WIN 168gr ELD Match TAP Precision	\$ 4,245.00
CHECK TOTAL FOR CHECK NUMBER 190632										\$ 7,495.00
190633; 05/09/2025; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	553462292	05/06/2025	PARKS & RECREATION		461-57012-451-000000	OFFICE EQUIPMENT MAINTENANCE	Konica Contract	\$ 343.10
CHECK TOTAL FOR CHECK NUMBER 190633										\$ 343.10
190634; 05/09/2025; Outstanding; null										
	5921	FLEX MADE EASY	LIB APR 2025	04/30/2025	FINANCE		100-55044-140-000000	MISCELLANEOUS FEES	Flex Spending Acct Fees - Apr	\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 190634										\$ 50.00
190635; 05/09/2025; Outstanding; null										
	5952	T & W TIRE LLC	3040123700	04/29/2025	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	Fire #624 tire repair	\$ 207.22
CHECK TOTAL FOR CHECK NUMBER 190635										\$ 207.22
190636; 05/09/2025; Outstanding; null										
Dom. Violence Fund	5964	SYNERGY SERVICES INC	DV-APR 25	04/30/2025	FINANCE		100-20015-000-000000	DOMESTIC VIOLENCE SHELTER	April Dom. Violence	\$ 1,104.00
CHECK TOTAL FOR CHECK NUMBER 190636										\$ 1,104.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190637; 05/09/2025; Outstanding; null										
2025 Assessment Lot 11	6004	HEARTLAND MEADOWS OWNERS ASSOC	570571216547	04/23/2025	ECO/DEVO SALES TAX		354-55018-110-00000	OTHER MISC FEES	2025 Assessment Lot 11	\$ 6,229.00
CHECK TOTAL FOR CHECK NUMBER 190637										\$ 6,229.00
190638; 05/09/2025; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4193723	04/30/2025	FIRE		100-53001-302-00000	MEDICAL SUPPLIES	Fire medical supplies	\$ 599.33
	6014	ZOLL MEDICAL CORPORATION	4163594	03/19/2025	FIRE SLS TX-PO		356-70001-305-00000	CAPITAL EQUIPMENT	9 Zoll monitors and software including 4 year service plan.	\$ 460,813.32
CHECK TOTAL FOR CHECK NUMBER 190638										\$ 461,412.65
190639; 05/09/2025; Outstanding; null										
	6018	HDR ENGINEERING INC	1200702157	03/05/2025	PUB WRKS-PO		352-57044-201-00000	OVERLAY PROGRAM	PW TASK ORDER #7	\$ 908.62
CHECK TOTAL FOR CHECK NUMBER 190639										\$ 908.62
190640; 05/09/2025; Outstanding; null										
	6045	VEENSTRA & KIMM INC	47413-15	04/25/2025	PUB WRKS-PO		352-57035-201-00000	BRIDGE MAINT REPLC PROJ	MARILYNN BRIDGE DESIGN	\$ 557.09
CHECK TOTAL FOR CHECK NUMBER 190640										\$ 557.09
190641; 05/09/2025; Cleared; 05/09/2025										
	6085	BRIXMOR SPE 5 LLC	MAY2025	05/08/2025	NONE		100-48028-000-00000	TIF ADMINISTRATIVE FEE	MAY ADMIN FEE	\$ (269.50)
	6085	BRIXMOR SPE 5 LLC	MAY2025	05/08/2025	NONE		605-55008-618-00000	ADMINISTRATIVE FEES	MAY ADMIN FEE	\$ 269.50
	6085	BRIXMOR SPE 5 LLC	MAY2025	05/08/2025	NONE		605-55044-618-00000	MISCELLANEOUS FEES	MAY 2025 PYMT	\$ 19,414.98
CHECK TOTAL FOR CHECK NUMBER 190641										\$ 19,414.98

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190642; 05/09/2025; Outstanding; null										
	6096	JOE KILOWATT INC	680	05/02/2025	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Station 2 Light Wiring	\$ 160.00
	6096	JOE KILOWATT INC	675	04/30/2025	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	St. 2 LED Light Replacement	\$ 4,000.00
CHECK TOTAL FOR CHECK NUMBER 190642										\$ 4,160.00
190643; 05/09/2025; Outstanding; null										
	6100	MOAZ CONSTRUCTION INC	153	05/05/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Concrete - N Church, Jackson & Forest, Middlebrook	\$ 5,291.88
CHECK TOTAL FOR CHECK NUMBER 190643										\$ 5,291.88
190644; 05/09/2025; Outstanding; null										
	6120	FOLEY EQUIPMENT CO INC	05.02.2025	05/02/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Credit Memo	\$ (10.65)
	6120	FOLEY EQUIPMENT CO INC	05.02.2025	05/02/2025	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Credit Memo	\$ (10.65)
	6120	FOLEY EQUIPMENT CO INC	05.02.2025	05/02/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Services Charges March 2025	\$ 163.81
	6120	FOLEY EQUIPMENT CO INC	05.02.2025	05/02/2025	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Services Charges March 2025	\$ 163.82
CHECK TOTAL FOR CHECK NUMBER 190644										\$ 306.33
190645; 05/09/2025; Outstanding; null										
	6123	GT DISTRIBUTORS INC	UNIV0069340	04/15/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Groves Class A Pants	\$ 71.10
	6123	GT DISTRIBUTORS INC	UNIV0069336	04/15/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Snider Class A Pant	\$ 71.10
	6123	GT DISTRIBUTORS INC	UNIV0069238	04/14/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Bratcher Class A	\$ 136.80
CHECK TOTAL FOR CHECK NUMBER 190645										\$ 279.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190646; 05/09/2025; Outstanding; null										
Mowing Week of 4.29.25	6136	KITCHS LAWN CARE & LANDSCAPING	2784	05/04/2025	CEMETERY MNTCE-PO	Mowing Week of 4.29.25	247-57024-204-0000 00	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	\$ 2,310.00
Mowing Week of 5.5.25	6136	KITCHS LAWN CARE & LANDSCAPING	2843	05/06/2025	CEMETERY MNTCE-PO	Mowing Week of 5.5.25	247-57024-204-0000 00	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	\$ 2,310.00
CHECK TOTAL FOR CHECK NUMBER 190646										\$ 4,620.00
190647; 05/09/2025; Outstanding; null										
	6213	RBE LAWN CARE LLC	10972	04/30/2025	PUBLIC WORKS		100-55041-203-0000 00	CONTRACT LABOR	Forced Mowings for April 2025	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 190647										\$ 150.00
190648; 05/09/2025; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002938036	03/10/2025	FIRE		100-53009-302-0000 00	CHEMICALS	Fire oxygen	\$ 21.97
	6305	HELGET GAS PRODUCTS	0002964431	05/05/2025	FIRE		100-53009-302-0000 00	CHEMICALS	Fire oxygen	\$ 38.99
	6305	HELGET GAS PRODUCTS	0002343231	04/30/2025	FIRE		100-53009-302-0000 00	CHEMICALS	Fire oxygen	\$ 48.06
CHECK TOTAL FOR CHECK NUMBER 190648										\$ 109.02
190649; 05/09/2025; Outstanding; null										
	6320	CHUCK ANDERSON FORD INC	FOCS185472	04/18/2025	POLICE		100-57009-501-0000 00	VEHICLE MAINTENANCE	207 Mechanical	\$ 465.10
	6320	CHUCK ANDERSON FORD INC	FOCS185447	04/15/2025	POLICE		100-57009-501-0000 00	VEHICLE MAINTENANCE	229 AWD Repair	\$ 764.94
CHECK TOTAL FOR CHECK NUMBER 190649										\$ 1,230.04
190650; 05/09/2025; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	14156	04/24/2025	ANIMAL CONTROL		100-57019-165-00000 0	BUILDING MAINTENANCE	Monthly Pest Control	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 190650										\$ 60.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190651; 05/09/2025; Outstanding; null										
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1781619	04/30/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Traffic Signal Maintenance at KS St & Ridge	\$ 55.88
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1781618	04/30/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Traffic Signal Maintenance at SLP & Hughes	\$ 213.55
CHECK TOTAL FOR CHECK NUMBER 190651										\$ 269.43
190652; 05/09/2025; Outstanding; null										
	6455	MO STATE TROOPERS ASSOCIATION	E7365	04/23/2025	POLICE		100-54001-501-00000	REGISTRATION FEES	Sutton CJIS Conf Registration	\$ 325.00
CHECK TOTAL FOR CHECK NUMBER 190652										\$ 325.00
190653; 05/09/2025; Outstanding; null										
	6467	ARC PHYSICAL THERAPY PLUS,	0502251046	05/02/2025	HR & RISK MGMT		460-55044-400-00000	MISCELLANEOUS FEES	Pre-employment POET - Jarek Maring	\$ 150.00
	6467	ARC PHYSICAL THERAPY PLUS,	0502251046	05/02/2025	HR & RISK MGMT		100-55038-501-00000	EMPLOYMENT TESTING	Pre-employment POET - Paul Tribble	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 190653										\$ 300.00
190654; 05/09/2025; Outstanding; null										
	6547	EDWARDS CHEMICALS	IN192240	04/28/2025	PARKS & RECREATION		465-53009-420-00000	CHEMICALS	Pool chemical order 4.28.25	\$ 2,147.10
CHECK TOTAL FOR CHECK NUMBER 190654										\$ 2,147.10
190655; 05/09/2025; Outstanding; null										
	6687	SERENITY ON THE SQUARE	05022025	05/02/2025	HR & RISK MGMT		100-55035-165-00000	OTHER FEES	Animal Control Services	\$ 200.00
CHECK TOTAL FOR CHECK NUMBER 190655										\$ 200.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190656; 05/09/2025; Outstanding; null										
	6703	LIBERTY SOLAR, LLC	70	05/01/2025	NONE		591-56000-902-000000	ELECTRIC	SOLAR SERVICES	\$ 819.71
	6703	LIBERTY SOLAR, LLC	70	05/01/2025	NONE		461-56000-451-000000	ELECTRIC	SOLAR SERVICES	\$ 2,881.96
	6703	LIBERTY SOLAR, LLC	70	05/01/2025	NONE		590-56000-802-000000	ELECTRIC	SOLAR SERVICES	\$ 7,335.33
CHECK TOTAL FOR CHECK NUMBER 190656										\$ 11,037.00
190657; 05/09/2025; Outstanding; null										
	6763	MICHAEL S WIENANDS	5/6/2025	05/07/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 25.00
CHECK TOTAL FOR CHECK NUMBER 190657										\$ 25.00
190658; 05/09/2025; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC217081	05/02/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Envirosight Repairs - Axle	\$ 2,026.45
	7275	KEY EQUIPMENT & SUPPLY CO	KC217080	05/02/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Envirosight Repairs - Motor Board & Main Board	\$ 4,687.61
CHECK TOTAL FOR CHECK NUMBER 190658										\$ 6,714.06
190659; 05/09/2025; Cleared; 05/09/2025										
Please deposit payment to Bradley Boones Commerce Bank acco	7562	BRADLEY JASON BOONE	082	04/28/2025	TECH & LOGISTICS		100-55041-170-000000	CONTRACT LABOR	Brad Boone - ISO	\$ 6,601.00
CHECK TOTAL FOR CHECK NUMBER 190659										\$ 6,601.00
190660; 05/09/2025; Outstanding; null										
	8355	CENTRAL JACKSON CO FPD	TC25-106	05/02/2025	FIRE		100-54004-501-000000	TRAINING COSTS	Police 19 CPR cards	\$ 380.00
	8355	CENTRAL JACKSON CO FPD	TC25-106	05/02/2025	FIRE		100-53017-303-000000	CPR TRAINING SUPPLIES	Fire CPR cards	\$ 930.00
CHECK TOTAL FOR CHECK NUMBER 190660										\$ 1,310.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190661; 05/09/2025; Outstanding; null										
	8879	ISABELLA PAOLETTI	5/6/2025	05/07/2025	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 20.00
	8879	ISABELLA PAOLETTI	5/6/2025	05/07/2025	PARKS & RECREATION		465-55054-410-0000 00	SWIM TEAM BASICS		\$ 25.00
	8879	ISABELLA PAOLETTI	5/6/2025	05/07/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 190661										\$ 165.00
190662; 05/09/2025; Outstanding; null										
	8966	ROAD RUNNER SAFETY SERVICES	00028282	04/15/2025	UTILITIES		592-70020-801-0000 00	CONSTRUCTION CONTRACT	Sign Rental - Mississippi St Project	\$ 2,590.05
CHECK TOTAL FOR CHECK NUMBER 190662										\$ 2,590.05
190663; 05/09/2025; Outstanding; null										
	999999	Courtney Newell	2415467	05/02/2025	PARKS & RECREATION		461-44084-000-0000 00	YOUTH SOCCER	Not Playing	\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 190663										\$ 120.00
190664; 05/09/2025; Outstanding; null										
	999999	Dianna Jensen	2415603	05/02/2025	PARKS & RECREATION		465-44066-000-0000 00	SPECIALTY SWIM PROGRAMS	Scheduling Conflict	\$ 52.00
CHECK TOTAL FOR CHECK NUMBER 190664										\$ 52.00
190665; 05/09/2025; Outstanding; null										
	999999	Samantha Harris	2420342	05/06/2025	PARKS & RECREATION		460-44058-000-0000 00	SHELTER RENTALS - RESIDENT	Incorrect shelter given	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 190665										\$ 60.00
190666; 05/09/2025; Outstanding; null										
	999999	USA ICON Pageants	2420545	05/06/2025	PARKS & RECREATION		465-44055-000-0000 00	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,418.75
CHECK TOTAL FOR CHECK NUMBER 190666										\$ 1,418.75

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190667; 05/09/2025; Outstanding; null										
	999999	Kevin Ash	SUNLIFE REF KA	04/30/2025	FINANCE		100-21014-000-00000	LONG TERM INS-SUN LIFE	SunLife Refund April Prem Credit	\$ 25.56
CHECK TOTAL FOR CHECK NUMBER 190667										\$ 25.56
190668; 05/09/2025; Outstanding; null										
	999999	Tanner Craig	SUNLIFE REF TC	04/30/2025	FINANCE		100-21014-000-00000	LONG TERM INS-SUN LIFE	SunLife Refund April Prem Credit	\$ 7.81
CHECK TOTAL FOR CHECK NUMBER 190668										\$ 7.81
190669; 05/09/2025; Outstanding; null										
	999999	James Taylor	SUNLIFE REFUND	04/30/2025	FINANCE		100-21014-000-00000	LONG TERM INS-SUN LIFE	SunLife Refund April Prem Credit	\$ 4.58
CHECK TOTAL FOR CHECK NUMBER 190669										\$ 4.58
190670; 05/09/2025; Outstanding; null										
	639	LISA SHANNON	012	05/06/2025	COURT		100-55041-116-000000	CONTRACT LABOR	MAY INVOICE	\$ 185.00
CHECK TOTAL FOR CHECK NUMBER 190670										\$ 185.00
Grand Total:										\$ 842,858.13

Notes :

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

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



STAFF REPORT

Planning and Zoning Case 25-18PP

Staff: Kyle McGinnis, Planner

Date: May 19, 2025

GENERAL INFORMATION

Application:	Preliminary Plat for North Liberty Logistics Park, a nine-lot subdivision on 357 +/- acres at 3905 Edgar Petty Road.
Applicant:	Kevin White, NorthPoint Development 4825 NW 41 st Street, Suite 500 Riverside, MO 64150
Property Owner:	North Liberty Commerce Center LLC 3315 N. Oak Trafficway Kansas City, MO 64116
Location:	Between Interstate 35 and U.S. Highway 69, south of NE 116 th Street
Site Acreage:	357 +/- acres
Existing Land Use/Zoning:	Vacant land / M-1, "Light Industrial District"
Surrounding Land Uses/Zoning:	North: Single-family Residential, Agriculture, NE 116 th Street / Clay County R-5, "Residential Ranchette District" and Clay County AG, "Agricultural District" South: Vacant land, Heartland Meadows Industrial Park, U.S. Highway 69 / C-2, "General Business District," M-1, "Light Industrial District," and R-1A, "Suburban Residential District" East: Vacant land / R-1A, "Suburban Residential District" West: Edgar Petty Road and Interstate 35
Public Notice:	None Required
File Date:	April 4, 2025

PREVIOUS CASES/SITE HISTORY

This application for a Preliminary Plat is accompanied by P&Z Case 25-17PDP, a preliminary development plan for the proposed industrial and warehousing project. The following cases are associated with this property/project:

P&Z Case 22-16FDP: Final Development Plan for North Liberty Logistics Park, Building 2, a 480,050 square foot industrial/warehousing building located on Lot 2 of North Liberty Logistics Park.

P&Z Case 22-15FDP: Final Development Plan for North Liberty Logistics Park, Building 1, a 386,619 square foot industrial/warehousing building located on Lot 1 of North Liberty Logistics Park.

P&Z Case 22-14FP: Final Plat for North Liberty Logistics Park, Lots 1-3 and Tracts A, B, and C on 118 +/- acres north of U.S. 69 Highway and east of I-35.

P&Z Case 21-50PP: Preliminary Plat for North Liberty Logistics Park, 9 lots on 360 +/- acres north of U.S. 69 Highway and east of I-35.

P&Z Case 21-49R&PDP: Rezoning and Preliminary Development Plan for North Liberty Logistics Park. Rezoning from R-1A, “Suburban Residential District” and A, “Agricultural District” to M-1, “Light Industrial District.” 9 lots on 360 +/- acres for industrial/warehousing, north of I-35/U.S. 69 intersection.

The annexation of the project area occurred in 2021 via Ordinance No. 11489, which was later amended in 2023 by Ordinance No. 11730 to provide a formal legal description of the area to be annexed.

DESCRIPTION OF PROPOSAL

This is a preliminary plat application for North Liberty Logistics Park, a new industrial development to include nine buildable lots and various public improvements described below. The project area is situated to the east of Edgar Petty Road/Interstate 35 (I-35), south of NE 116th Street, and north of U.S. Highway 69. As part of this development, and as reflected in the preliminary plat proposed, the south leg of Edgar Petty Road would be relocated so as to intersect with U.S. Highway 69 further north from the existing interchange with I-35. In addition, the plat depicts an extension of N. Heartland Drive through the project area, connecting from its existing intersection with U.S. Highway 69 and connecting to Edgar Petty Road to the north and west.

(continue to next page)

PUBLIC INFRASTRUCTURE

Facility	City Standard	Status
Streets	Direct connection to fully improved street network	The proposed subdivision would front on Edgar Petty Road, NE 116 th Street, and U.S. Highway 69. Lots 1, 2, 5, 6, and 9 would have access to Edgar Petty Road, while Lots 3, 4, 7, and 8 would take access from the extension of N. Heartland Drive. Lots 3 and 8 would not take access from U.S. Highway 69 despite fronting on the highway. Lot 9 would only take access from Edgar Petty Road despite also fronting on NE 116 th Street.
Sanitary Sewer	Direct, gravity flow connection	The project would require the extension of public sewer mains from two separate lines. The first extension of public sewer would connect to a 12" main south of U.S. Highway 69, near the proposed, relocated intersection of Edgar Petty Road and the highway, and would serve Lots 1 through 3. This extension would require boring beneath the highway. The second extension of public sewer would connect to an existing 10" main on the east edge of the project area, north of U.S. Highway 69, and would serve Lots 4 through 8. Lot 9 would be served by a private sanitary sewer force main, which would connect to the second extension of public sewer described above.
Water	Direct connection to City water services	Similar to sanitary sewer, this project would require two separate connections to existing public water infrastructure. The first connection would be made to a 16" main located south of U.S. Highway 69 near the proposed relocation of Edgar Petty Road, while the second connection would be made to a 12" main located near the intersection of U.S. Highway 69 and N. Heartland Drive. Both extensions would require boring beneath U.S. Highway 69.
Storm Water	Storm water must be released at an acceptable rate	Stormwater will be collected by an on-site collection system directed to the development's three wet detention or four dry detention areas, which will then release the runoff into the Liberty stormwater system at an acceptable rate. A detailed stormwater analysis will be required as part of the reviews of Final Development Plan and Final Plat applications.

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 placed the project area within the Flex/Industrial Future Land Use category. This future land use is intended to provide space for a varied collection of non-residential, non-commercial uses, ranging in intensity from light to heavy, including manufacturing, assembly, warehousing, storage, and distribution uses, amongst others. As a sizable industrial and warehousing development, this application aligns with the intent of this future land use category.

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

The preliminary plat complies with the provision 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

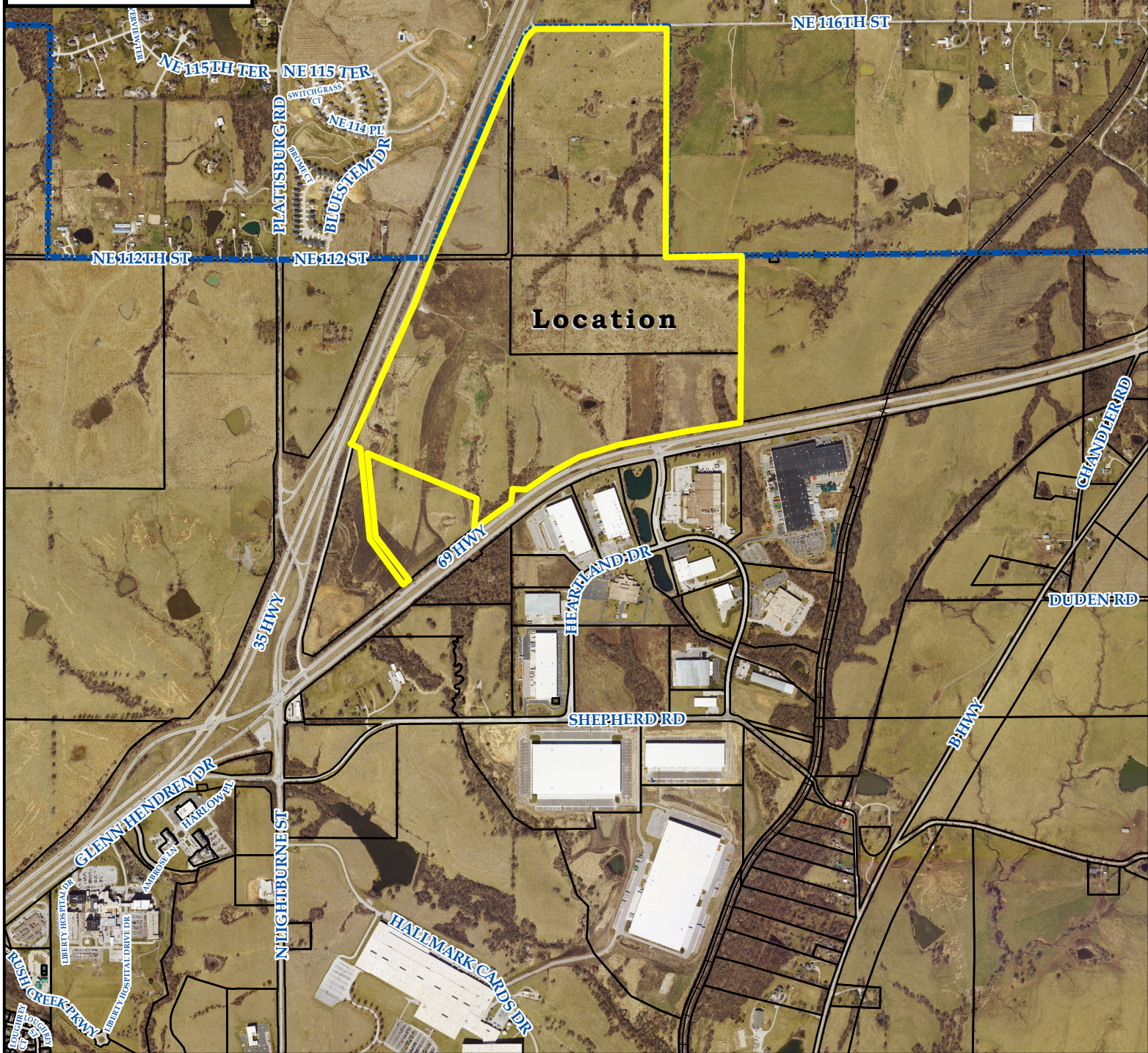
Staff finds this application meets the standards of review for a Preliminary Plat in Section 30-28.10 of the UDO and recommends approval of P&Z Case 25-18PP.

PZ RECOMMENDATION

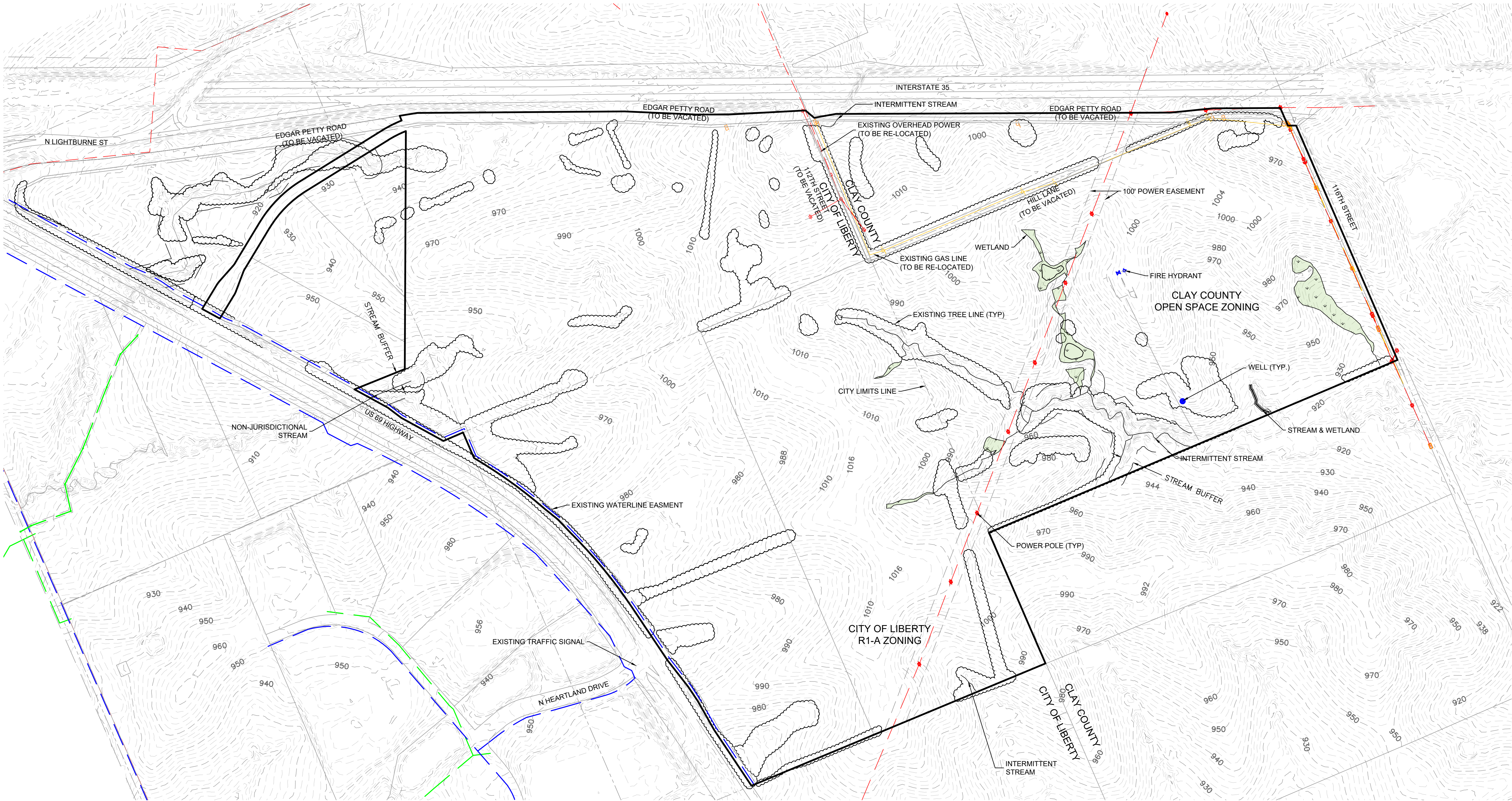
At its May 13, 2025 meeting, the Planning Commission voted 7-0-1 to recommend approval with the requested variances of P&Z Case 25-18PP as presented in the staff report.

ATTACHMENTS

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



S:\01 PROJECTS\INDUSTRIAL\3360 NORTH LIBERTY LOGISTICS PARK (LIBERTY, MO)\ENTITLEMENT PLANS\PLANS\ENTITLEMENT PLAN SET\C-0100 EXISTING CONDITIONS PLANNING



SURVEY DESCRIPTION

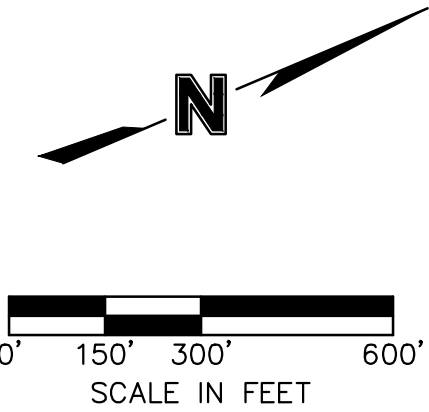
Note: This description is based on actual surveys performed in 2015 by J&J Survey (South Portion) and 2020 by SitePoint, a division of NorthPoint Development.

A tract of land containing 357.056 acres of land lying in the Southeast and Southwest quarters of Section 20 and the Northeast, Northwest and Southwest quarters of Section 29, Township 52 North, Range 31 West, all lying East of Interstate 35 and North of US Highway 69, Clay County Missouri, being the same lands held in title by the James P. Tierney Revocable Trust and Hallmark Cards, Inc. and further described as follows:

Beginning at a 5/8ths inch bar monumenting the section corner common to Sections 20, 21, 28 & 29; Thence South 00° 24' 27" West, along the section line, 1108.96 feet, more or less, to the common line between said Tierney lands and Hallmark lands; Thence continuing along said line 791.07 feet to the North right of way line of US 69; Thence Southwesterly along said right of way line for the following nine courses: Course 1 - South 79° 11' 44" West 399.41 feet; Course 2 - South 83° 29' 05" West 200.56 feet; Course 3 - South 79° 11' 44" West 100.00 feet; Course 4 - South 74° 54' 24" West 200.56 feet; Course 5 - South 79° 11' 44" West 379.40 feet; Course 6 - Curve Left, Radius 2939.79 feet, Length 585.54 feet, Chord Length 584.57 feet, Chord Bearing South 73° 29' 23" West; Course 7 - South 69° 34' 14" West 102.82 feet; Course 8 - South 61° 59' 49" West 102.82 feet; Course 9 - Curve Left, Radius 2939.79 feet, Length 520.12 feet, Chord Length 519.44 feet, Chord Bearing South 58° 42' 55" West to the East-West centerline of Section 29; Thence South 89° 45' 09" West 165.47 feet to the center corner of said Section 29 as monumented by a 3.5" aluminum Monument stamped J&J Survey, KS 232; Thence South 00° 13' 11" East 127.43 feet to the North right of way line of US 69; Thence Southwesterly along said right of way line for the following three courses: Course 1 - South 51° 41' 44" West 286.79 feet; Course 2 - South 60° 13' 35" West 101.12 feet; Course 3 - South 51° 41' 44" West 226.58 feet; Thence, departing said right of way, North 01° 02' 13" East 323.74 feet; Thence North 66° 44' 24" West 1420.23 feet to a point of cusp on a curve concave to the east having a radius of 666.00 feet and a central angle of 10° 03' 59" and being subtended by a chord which bears South 03° 47' 00" East 116.86 feet; Thence southerly along said curve 117.01 feet; Thence South 08° 49' 00" East tangent to said curve 576.40 feet to the beginning of a curve tangent to said line; Thence southerly a distance of 315.37 feet along the curve concave to the east, having a radius of 666.00 feet and a central angle of 27° 07' 51"; Thence South 35° 50' 36" East 282.69 feet to the beginning of a curve concave to the northeast having a radius of 144.00 feet and a central angle of 10° 18' 06" and being subtended by a chord which bears South 40° 59' 40" East 25.86 feet; Thence southeasterly along said curve 25.89 feet; Thence South 46° 08' 43" East tangent to said curve 118.34 feet to the beginning of a curve tangent to said line; Thence southeasterly a distance of 28.05 feet along the curve concave to the southwest, having a radius of 156.00 feet and a central angle of 10° 18' 06"; Thence South 35° 50' 36" East tangent to said curve 162.49 feet to the North right of way line of said US 69; Thence South 51° 41' 44" West 120.11 feet along said right of way; Thence, departing said right of way, North 35° 50' 36" West 167.64 feet to the beginning of a curve tangent to said line; Thence northwesterly a distance of 28.05 feet along the curve concave to the northeast, having a radius of 156.00 feet and a central angle of 10° 18' 06"; Thence North 25° 32' 30" West tangent to said curve 118.34 feet to the beginning of a curve tangent to said line; Thence northwesterly a distance of 25.89 feet along the curve concave to the southwest, having a radius of 144.00 feet and a central angle of 10° 18' 06"; Thence North 35° 50' 36" West tangent to said curve 283.89 feet to the beginning of a curve tangent to said line; Thence northwesterly a distance of 346.23 feet along the curve concave to the east, having a radius of 734.00 feet and a central angle of 27° 07' 51"; Thence North 08° 49' 00" West tangent to said curve 576.40 feet to the beginning of a curve tangent to said line; Thence northerly a distance of 128.96 feet along the curve concave to the east, having a radius of 734.00 feet and a central angle of 10° 03' 59"; Thence North 88° 45' 01" West radial to said curve 30.88 feet to the East right of way line of I-35; Thence North 13° 43' 13" East 105.68 feet, along said right of way; Thence North 22° 34' 52" East 1238.17 feet along said right of way; Thence North 25° 31' 28" East 424.53 feet along said right of way; Thence North 22° 57' 47" East 195.75 feet along said right of way; Thence North 19° 58' 43" East 458.93 feet along said right of way; Thence North 62° 46' 34" East 68.12 feet; Thence North 12° 51' 26" East 130.81 feet along said right of way; Thence North 22° 47' 00" East 2000.00 feet along said right of way; Thence North 17° 05' 40" East 252.19 feet along said right of way; Thence North 22° 47' 00" East 401.70 feet along said right of way; Thence North 89° 37' 03" East 114.21 feet along said right of way; Thence North 22° 47' 00" East 48.95 feet along said right of way to the East-West centerline of Section 20; Thence North 89° 37' 03" East, along said centerline, 1524.37 feet to the East line of the Tierney lands common with lands of the Stroud Family Trust; Thence South 00° 05' 21" West 2646.37 feet along said common property line to the section line between Sections 20 & 29; Thence North 89° 38' 35" East, along said common property line and section line, 850.74 feet to the Point of Beginning.

Note: This description and the surveys it relies on are based on Grid North, Missouri State Plane, West Zone. It was authored by Tobin R. Roberts, Mo. PLS 2001015269.

LEGEND	
GENERAL	
	EXISTING TREELINE
	EXISTING ROADWAY CENTER LINE
	EXISTING CURB & GUTTER
EASEMENTS & SETBACKS	
L.S.	LANDSCAPE EASEMENT
G.E.	NATURAL GAS EASEMENT
P.L.E.	POWER/ELECTRIC LINE EASEMENT
CONTOURS	
-100-	EXISTING INDEX CONTOURS
100	EXISTING INTERMEDIATE CONTOURS
BOUNDARIES	
---	SECTION LINE
- - -	CITY LIMITS
	EXISTING PROPERTY BOUNDARY
	EXISTING LOT LINE
R/W	EXISTING RIGHT-OF-WAY
UTILITIES	
	EXISTING COMMUNICATIONS LINE
	EXISTING NATURAL GAS LINE
	EXISTING POWER/ELECTRIC LINE
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING WATER LINE



REVISIONS/APPROVALS:	NO.	DATE	REVIEWED BY:	DESIGNED BY:	DRAFTED BY:	SP PROJECT #:
PREVIOUSLY APPROVED		2021.12.13	MGD	KM	BRC	3360
SUBMITTAL FOR RE-APPROVAL		2025.04.04				
ADDRESSED CITY COMMENTS		2025.04.18				
REVISED LEGAL DESCRIPTION, PER CITY COMMENT		2025.05.05				
			MELISSA C. REGONIA			
			P.E.			
			#2011000892			

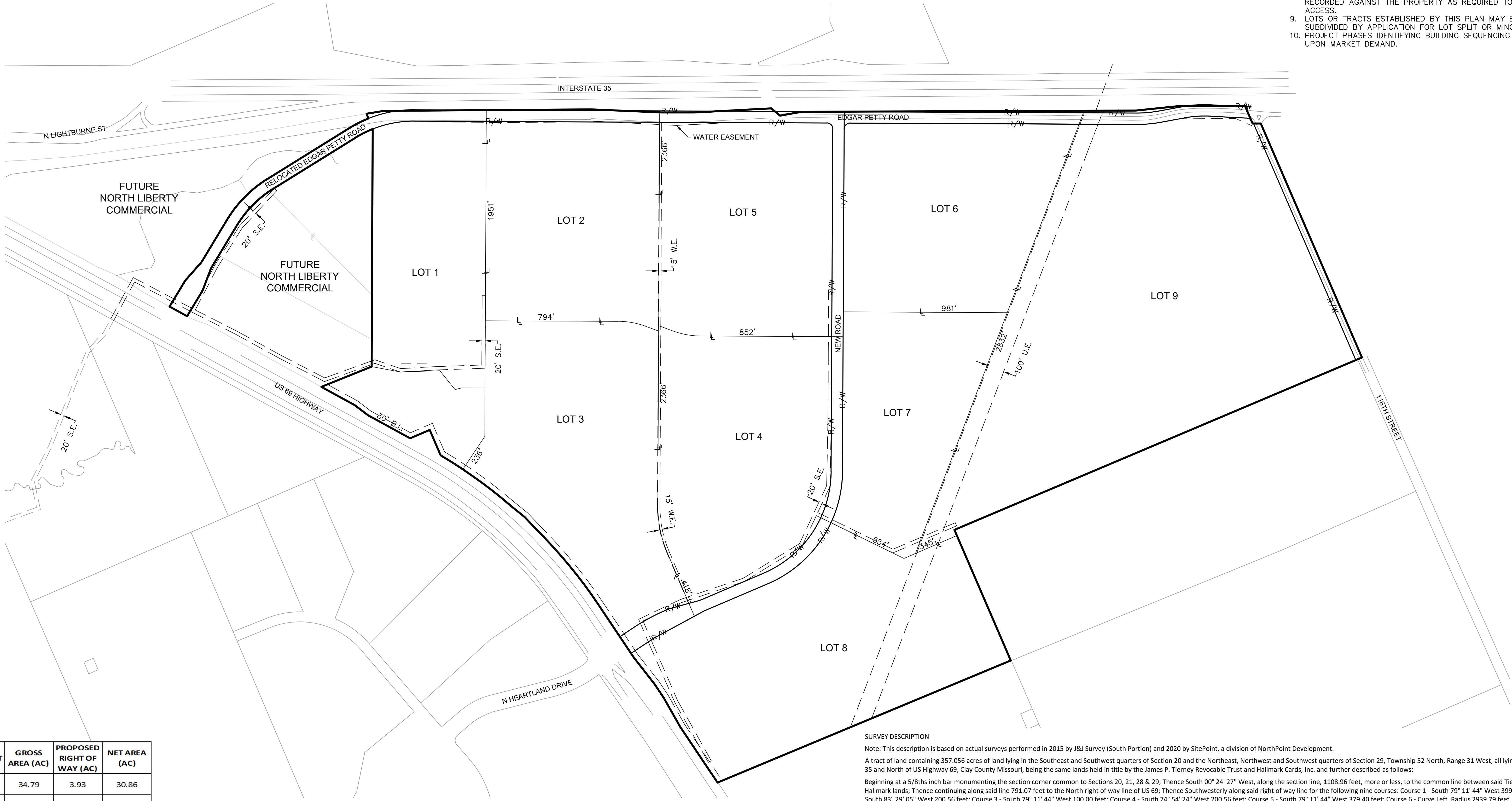
EXISTING CONDITIONS PLAN

NORTH LIBERTY LOGISTICS PARK
LIBERTY, CLAY COUNTY, MO

S:\01 PROJECTS\INDUSTRIAL\3500 NORTH LIBERTY LOGISTICS PARK LIBERTY, MO\ENTITLEMENT PLANS\PLANS\ENTITLEMENT PLAN SET\C-0205 PRELIMINARY PLAT.DWG

LOT/TRACT	GROSS AREA (AC)	PROPOSED RIGHT OF WAY (AC)	NET AREA (AC)
1	34.79	3.93	30.86
2	30.14	1.60	28.55
3	37.55	1.16	36.39
4	36.29	3.29	33.00
5	33.91	3.61	30.30
6	33.32	2.22	31.11
7	23.20	0.00	23.20
8	43.77	0.00	43.77
9	84.07	2.94	81.13
TOTALS	357.06	18.75	338.31

(1) Project phasing is based upon market demand. Phasing order is subject to change.



SURVEY DESCRIPTION

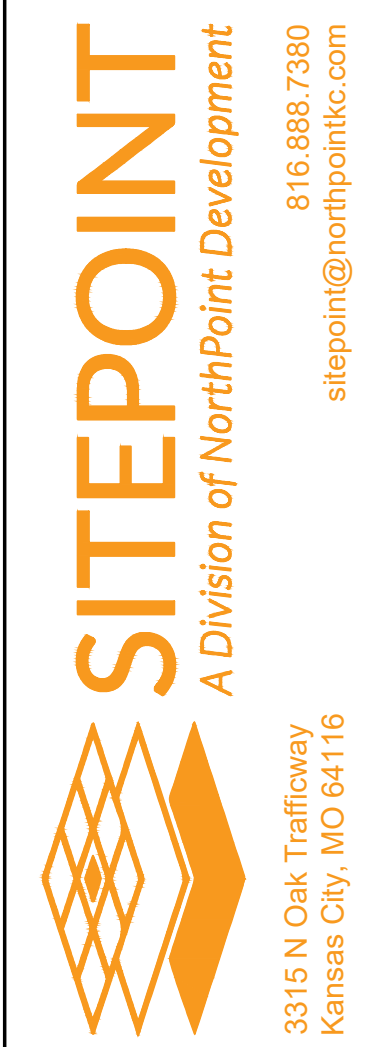
Note: This description is based on actual surveys performed in 2015 by J&J Survey (South Portion) and 2020 by SitePoint, a division of NorthPoint Development.

A tract of land containing 357.056 acres of land lying in the Southeast and Southwest quarters of Section 20 and the Northeast, Northwest and Southwest quarters of Section 29, Township 52 North, Range 31 West, all lying East of Interstate 35 and North of US Highway 69, Clay County Missouri, being the same lands held in title by the James P. Tierney Revocable Trust and Hallmark Cards, Inc. and further described as follows:

Beginning at a 5/8ths inch bar monumenting the section corner common to Sections 20, 21, 28 & 29; Thence South 00° 24' 27" West, along the section line, 1108.96 feet, more or less, to the common line between said Tierney lands and Hallmark lands; Thence continuing along said line 791.07 feet to the North right of way line of US 69; Thence Southwesterly along said right of way line for the following nine courses: Course 1 - South 79° 11' 44" West 399.41 feet; Course 2 - South 83° 29' 05" West 200.56 feet; Course 3 - South 79° 11' 44" West 100.00 feet; Course 4 - South 74° 54' 24" West 200.56 feet; Course 5 - South 79° 11' 44" West 379.40 feet; Course 6 - Curve Left, Radius 2939.79 feet, Length 585.54 feet, Chord Length 584.57 feet, Chord Bearing South 73° 29' 23" West; Course 7 - South 69° 34' 14" West 102.82 feet; Course 8 - South 61° 59' 49" West 102.82 feet; Course 9 - Curve Left, Radius 2939.79 feet, Length 520.12 feet, Chord Length 519.44 feet, Chord Bearing South 58° 42' 55" West to the East-West centerline of Section 29; Thence South 89° 45' 09" West 165.47 feet to the center corner of said Section 29 as monumented by a 3.5" aluminum Monument stamped J&J Survey, KS 232; Thence South 00° 13' 11" East 127.43 feet to the North right of way line of US 69; Thence Southwesterly along said right of way line for the following three courses: Course 1 - South 51° 41' 44" West 286.79 feet; Course 2 - South 60° 13' 35" West 101.12 feet; Course 3 - South 51° 41' 44" West 226.58 feet; Thence, departing said right of way, North 01° 02' 13" East 323.74 feet; Thence North 66° 44' 24" West 1420.23 feet to a point of cusp on a curve concave to the east having a radius of 666.00 feet and a central angle of 10° 03' 59" and being subtended by a chord which bears South 03° 47' 00" East 116.86 feet; Thence southerly along said curve 117.01 feet; Thence South 08° 49' 00" East tangent to said curve 576.40 feet to the beginning of a curve tangent to said line; Thence southerly a distance of 315.37 feet along the curve concave to the east, having a radius of 666.00 feet and a central angle of 27° 07' 51"; Thence South 35° 50' 36" East 282.69 feet to the beginning of a curve concave to the northeast having a radius of 144.00 feet and a central angle of 10° 18' 06" and being subtended by a chord which bears South 40° 59' 40" East 25.86 feet; Thence southeasterly along said curve 25.89 feet; Thence South 46° 08' 43" East tangent to said curve 118.34 feet to the beginning of a curve tangent to said line; Thence southeasterly a distance of 28.05 feet along the curve concave to the southwest, having a radius of 156.00 feet and a central angle of 10° 18' 06"; Thence South 35° 50' 36" East tangent to said curve 162.49 feet to the North right of way line of said US 69; Thence South 51° 41' 44" West 120.11 feet along said right of way; Thence, departing said right of way, North 35° 50' 36" West 167.64 feet to the beginning of a curve tangent to said line; Thence northwesterly a distance of 28.05 feet along the curve concave to the northeast, having a radius of 156.00 feet and a central angle of 10° 18' 06"; Thence North 25° 32' 30" West tangent to said curve 118.34 feet to the beginning of a curve tangent to said line; Thence northwesterly a distance of 25.89 feet along the curve concave to the southwest, having a radius of 144.00 feet and a central angle of 10° 18' 06"; Thence North 35° 50' 36" West tangent to said curve 283.89 feet to the beginning of a curve tangent to said line; Thence northwesterly a distance of 346.23 feet along the curve concave to the east, having a radius of 734.00 feet and a central angle of 27° 01' 37"; Thence North 08° 49' 00" West tangent to said curve 576.40 feet to the beginning of a curve tangent to said line; Thence northerly a distance of 128.96 feet along the curve concave to the east, having a radius of 734.00 feet and a central angle of 10° 03' 59"; Thence North 88° 45' 01" West radial to said curve 30.88 feet to the East right of way line of I-35; Thence North 13° 43' 13" East 105.68 feet, along said right of way; Thence North 22° 34' 52" East 1238.17 feet along said right of way; Thence North 25° 31' 28" East 424.53 feet along said right of way; Thence North 22° 57' 47" East 195.75 feet along said right of way; Thence North 19° 58' 43" East 458.93 feet along said right of way; Thence North 62° 46' 34" East 68.12 feet; Thence North 12° 51' 26" East 130.81 feet along said right of way; Thence North 22° 47' 00" East 200.00 feet along said right of way; Thence North 17° 05' 40" East 252.19 feet along said right of way; Thence North 22° 47' 00" East 401.70 feet along said right of way; Thence North 89° 37' 03" East 114.21 feet along said right of way; Thence North 22° 47' 00" East 48.95 feet along said right of way to the East-West centerline of Section 20; Thence North 89° 37' 03" East, along said centerline, 1524.37 feet to the East line of the Tierney lands common with lands of the Stroud Family Trust; Thence South 00° 05' 21" West 2646.37 feet along said common property line to the section line between Sections 20 & 29; Thence North 89° 38' 35" East, along said common property line and section line, 850.74 feet to the Point of Beginning.

Note: This description and the surveys it relies on are based on Grid North, Missouri State Plane, West Zone. It was authored by Tobin R. Roberts, MO. PLS 2001015269.

- GENERAL NOTES
1. THIS PLAN SHALL SERVE AS A PRELIMINARY PLAT.
 2. EXISTING ZONING: M-1 (CITY OF LIBERTY)
 3. EXISTING CONDITIONS AND UTILITIES ARE INDICATED ON THE EXISTING CONDITIONS PLAN.
 4. GENERAL CONFIGURATION OF PROPOSED LOTS AND TRACTS ARE AS INDICATED IN PLAN SET.
 5. FINAL DEVELOPMENT PLAN TO INCLUDE FINAL DETAILS ON SIGNAGE, BUILDING MATERIALS, BUILDING ELEVATIONS, LANDSCAPING AND LIGHTING PLAN.
 6. PROPOSED CONTOURS, GRADES AND UTILITIES ARE SUBJECT TO FINAL ENGINEERING DESIGN AND APPROVAL BY CITY, PRIVATE UTILITY COMPANIES AND BUILDING PERMIT PLAN APPROVAL.
 7. INGRESS AND EGRESS TO EACH LOT WILL BE FROM A PUBLIC STREET AND/OR ACCESS EASEMENT.
 8. PRIVATE ACCESS EASEMENT AGREEMENTS FOR EACH LOT SHALL BE RECORDED AGAINST THE PROPERTY AS REQUIRED TO PROVIDE ACCESS.
 9. LOTS OR TRACTS ESTABLISHED BY THIS PLAN MAY BE FURTHER SUBDIVIDED BY APPLICATION FOR LOT SPLIT OR MINOR SUBDIVISION.
 10. PROJECT PHASES IDENTIFYING BUILDING SEQUENCING IS BASED UPON MARKET DEMAND.



REVISIONS/APPROVALS:	NO.:	DATE:	REVIEWED BY:	DESIGNED BY:	DRAFTED BY:	SP PROJECT #:	REVISIONS/APPROVALS:
PREVIOUSLY APPROVED		2021.12.13	MGD	KM	BRC	3500	
SUBMITTAL FOR RE-APPROVAL		2025.04.04					
ADDRESS CITY COMMENTS		2025.04.18					
REVISED LEGAL DESCRIPTION, PER CITY COMMENT		2025.05.05					
			MELISSA C. EGONIA				
			P.E.				
			#2011000892				

PRELIMINARY PLAT	NORTH LIBERTY LOGISTICS PARK LIBERTY, CLAY COUNTY, MO
------------------	--

Certificate of Authority # E-2020018354
SHEET #:
C-0205

A. PZ Case 25-18PP: Preliminary Plat for North Liberty Logistics Park, 9 lots on 357 acres at 3905 Edgar Petty Rd.

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

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

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

Vote: Motion 7-0-1

Yes: Crawford, Dilts, Holt, Reinier, Rosekrans, Summers, Waterman

No: None

Abstain: Noland

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, May 19, 2025 at 7:00 p.m.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR NORTH LIBERTY LOGISTICS PARK, A NINE-LOT SUBDIVISION ON 357 +/- ACRES AT 3905 EDGAR PETTY ROAD, IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a preliminary plat for North Liberty Logistics Park, a nine-lot subdivision on 357 +/- acres at 3905 Edgar Petty Road, in Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on May 13, 2025 and the City Council on May 19, 2025; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the preliminary plat for North Liberty Logistics Park, a nine-lot subdivision on 357 +/- acres at 3905 Edgar Petty Road, in Liberty, Clay County, Missouri, is hereby approved according to the preliminary plat on file in the office of the Department of Planning and Development.

PASSED by the City Council this _____ day of _____, 2025.

Greg Canuteson, MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 25-20PP

Staff: Mike Peterman, Assistant Director, Planning & Development

Date: May 19, 2025

GENERAL INFORMATION

Application: **P&Z Case 25-20PP: Preliminary Plat for Heartland Meadows, 15th Plat, 1 lot on 11.49 acres, located northwest of Heartland Dr., south of US 69 Hwy**

Applicant: Luke McIntosh
Davidson AE
4301 Indian Creek Pkwy
Overland Park, KS 66207

Owner: Alpha Omega Geotech Inc

Location: 11.49 +/- acres, located northwest of Heartland Dr., south of US 69 Hwy

Existing Land Use/Zoning: Undeveloped / R-1A "Suburban Residential"

Future Land Use Designation: Flex/Industrial

Proposed Zoning: M-1 "Light Industrial"

Surrounding Land Uses/Zoning: **North:** US 69 Hwy and Future North Liberty Logistics Park/ C-2 "General Business" and M-1 "Light Industrial"
South: Earnest Shepherd Center/ R-1A "Suburban Residential"
East: Heartland Meadows Lot 3C/ M-1 "Light Industrial"
West: US 69 Hwy and Undeveloped/ C-2 "General Business"

File Date: April 4, 2025

Summary

This Preliminary Plat is proposed as 1 lot on 11.49 acres. The lot already exists and the proposed development necessitates that the property is platted. A Final Plat will follow before development can occur.

PUBLIC INFRASTRUCTURE

The submitted plans for this application have been evaluated in accordance with the adequate public

facilities ordinance:

Streets

The project includes one entrance onto Heartland Dr. via a private access Easement from Lot 3C Heartland Meadows, which is also owned by the applicant. The property has frontage along US 69 Hwy but does not intend to provide access at that location. Approval from Missouri Department of Transportation and the City of Liberty would be required if access to US 69 Hwy is ever proposed on this lot.

Sanitary Sewer

The developer will install a private pressure sewer system that will discharge to a public sanitary sewer system through the property to the East that is a contiguous ownership. A private sewer easement and maintenance agreement will be executed and recorded at the Clay County Recorder of Deeds that provides the ability to construct and maintain the private pressure sewer system.

Water

Water service will be provided via connections to an existing water main on US 69 Hwy and looped through the site.

Stormwater

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

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;

Staff does believe that the application substantially complies with the intent of the Comprehensive Plan. The Future Land Use Framework of the City's Comprehensive Plan, Leading Liberty Forward, placed the development area within the Flex/Industrial future land use category. Per the plan, this future land use category is intended to provide space for a multitude of non-residential, non-commercial uses ranging in intensity from light to heavy, including manufacturing, assembly, warehousing, storage, and distribution uses, amongst others. As an industrial and warehousing development, this application aligns with the intent of this future land use category.

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

Staff finds that the application substantially conforms to the requirements set forth in the

Unified Development Ordinance for a Preliminary Plat.

3. The preliminary plat substantially complies with approved city development standards and policies.

This Preliminary Plat does conform to the city development standards and policies.

STAFF RECOMMENDATION

Staff finds that the application does conform to Section 30-28.10. - Preliminary plat, approval criteria. Therefore, staff recommends approval of P&Z Case 25-20PP.

PZ RECOMMENDATION

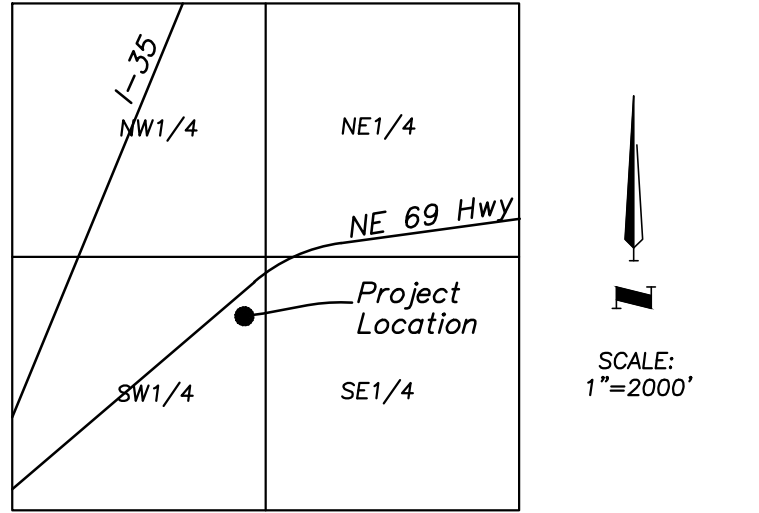
At its May 13, 2025 meeting, the Planning Commission voted 6-0-2 (Commissioners Noland and Waterman abstained due to potential conflict of interest) to recommend approval of P&Z Case 25-20PP as presented in the staff report.

ATTACHMENTS

Exhibit A: Vicinity Map
Exhibit B: Proposed Preliminary Plat
Exhibit C: Excerpt minutes from Planning & Zoning Commission meeting
Exhibit D: Resolution



PRELIMINARY PLAT OF
HEARTLAND MEADOWS - FIFTEENTH PLAT
PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 52 SOUTH,
RANGE 31 EAST, IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI



Shepherd Road

VICINITY MAP
SEC.29-52-31

DESCRIPTION:
All that part of the Northeast quarter of the Southwest quarter of Section 29, Township 52, Range 31, Clay County, Missouri, Lying South of U.S. No. 69, more particularly described as follows:
Commencing at the Southeast corner of said Southwest quarter; thence N 0° 13' 20" W along the East line of said Southwest quarter, a distance of 1316.70 feet to the Southeast corner of said Northeast quarter of the Southwest quarter, being the Point of Beginning; thence S 89° 40' 19" W along the south line of said Northeast quarter of the Southwest quarter, a distance of 1138.94 feet to a point on the South line of 69 Highway, as now established; thence N 51° 42' 11" E along said South line, a distance of 857.16 feet; thence S 38° 17' 49" E, along said South line, a distance of 40.00 feet; thence N 51° 42' 11" E along said South line, a distance of 155.00 feet; thence N 38° 17' 49" W, a distance of 40.00 feet; thence N 51° 42' 15" E, a distance of 434.64 feet to a point on the East line of said Southwest quarter; thence S 0° 13' 20" E, along said East line, a distance of 890.11 feet to the Point of Beginning.

GENERAL NOTES:

The bearings shown hereon are based on the State Plane Coordinate System, Missouri West Zone NAD 83

The subject property address is: 3101 NE 69 Highway.

Elevations shown hereon are based on NAVD83, contours are in 1 foot intervals.

The accuracy standard for this survey is Urban.

SITE UTILITY NOTE:

By record easement, and found fire hydrant and water valves, there appears to be a waterline running in the vicinity of the NW property line. According to One Call Ticket No. 242362054 the City of Liberty responded "Clear/No conflict" to sanitary, storm, and water.
Spire came back with "Clear/No conflict" for gas on same ticket. However we did find 1 gas marker while conducting field survey.

The property is serviced by a private pressure sewer system and is subject to access and maintenance in accordance with recorded easement and maintenance agreement recorded.

REFERENCE SURVEYS:

Final Plat HEARTLAND MEADOWS TECHNOLOGY PAK, LOT 1 & TRACT A

Final Plat HEARTLAND MEADOWS - FOURTEENTH PLAT

Final Plat HEARTLAND MEADOWS - TWELFTH PLAT

Final Plat HEARTLAND MEADOWS - TENTH PLAT

TITLE NOTE:

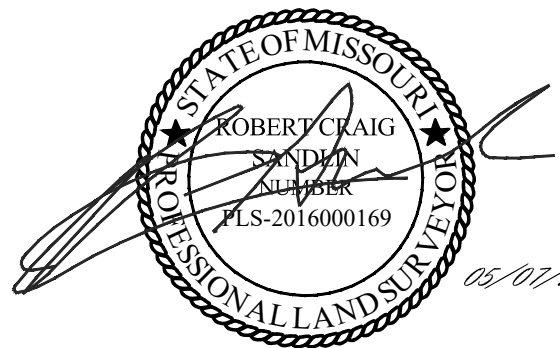
Title information shown hereon was taken from First American Title Insurance Company Commitment for Title Insurance, No. WCS-1185299-KCTY Effective Date: July 11, 2023 at 8:00 A.M.

FLOOD NOTE:

This property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain, as shown on the flood insurance rate map prepared by the federal emergency management agency for the city of Liberty, Clay County, Missouri, Community NO. 290096, Panel No. 0145 E, and dated August 3, 2015.

Area = 500,697± Sq. Ft. or 11.494± Acres

I hereby certify that this Preliminary Plat was prepared by me or under my direct supervision. The boundary Survey was completed as part of a previous survey. Field work was completed on 9/19/2024.



Robert Craig Sandlin MO PLS - 2016000169
Beyond Surveying, LLC Corporate Certificate/License No. 2018041532

Job No. 2024-0073
Sec. 29-52-31
Clay County, Missouri
2024-0073 PPLAT.DWG

UNPLATTED

LEGEND

- = MONUMENT AS NOTED
- ⬢ LPCB = LIGHT POLE CONC. BASE
- ▼ MS = METAL SIGN
- = MANHOLE AS NOTED
- △ = SECTION CORNER
- ⊠ FH = FIRE HYDRANT
- ⬢ G = GAS MARKER
- ⊗ WV = WATER VALVE



Note:

- Visual indications of utilities are as shown. Underground locations shown, as furnished by the respective utility companies, are approximate and shall be verified in the field at the time of construction. For actual field locations of underground utilities, call 1-800-344-7233.
- The contractor shall be responsible for contacting all utility companies for field location of all underground utility lines prior to any excavation and for the coordination and scheduling with utility owners of all work required to resolve conflicts with installations, constructions, excavations, removals, placements, relocation and other miscellaneous work.

Point of Commencement
SE COR. SW 1/4, SEC. 29-52-31
EXISTING 1/2" REBAR W/ ALUM. CAP

3101 NE 69 HWY

OWNER
Benjamin-Goren LLC
14722 Anson Ave
Santa Fe Springs, CA 90670

29390 W 119th Street, Olathe, KS 66061
Office: 913-717-8538
COPYRIGHT © -2025-Beyond Surveying, LLC
www.beyondsurveying.com



B. PZ Case 25-20PP: Preliminary Plat for Heartland Meadows, 15th Plat, 1 Lot on 11.5 acres at 3101 US 69 Hwy.

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

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

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

Vote: Motion 6-0-2

Yes: Crawford, Dilts, Holt, Reinier, Rosekrans, Summers

No: None

Abstain: Noland, Waterman

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, May 19, 2025 at 7:00 p.m.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR HEARTLAND MEADOWS, 15TH PLAT, 1 LOT ON 11.49 ACRES, LOCATED NORTHWEST OF HEARTLAND DR., SOUTH OF US 69 HWY, A SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a Preliminary Plat for Heartland Meadows, 15th Plat, 1 lot on 11.49 acres, located northwest of Heartland Dr., south of US 69 Hwy, a subdivision of land in Liberty, Clay County, Missouri, has been duly and properly presented to the Planning and Zoning Commission on May 13, 2025 and City Council on May, 19, 2025; 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 Heartland Meadows, 15th Plat, 1 lot on 11.49 acres, located northwest of Heartland Dr., south of US 69 Hwy, 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 _____, 2025.

Greg Canuteson, MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**
Meeting Date: May 19, 2025
A/R No.: 2025-159

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: Ordinance amending Ordinance No. 11951, approving a contract with the Mid-America Regional Council pertaining to senior services, by approving Amendment No. 2, increasing the set maximum reimbursement rates from a period of July 1, 2024 through June 30, 2025

Summary:

- The original contract (Ordinance No. 11951) with MARC, effective July 1, 2024, authorized receipt of funds from MARC for FY2024/2025 senior center administration, site person transportation, home delivered meal delivery, home delivered meals administration of a volunteer system and evidence-based DPHP programs.
- The first amendment to the Contract (Ordinance No. 11951) is dated August 12, 2024.
- Amendment No. 2, effective April 29, 2025, increases the maximum dollar amount to be used to help the City of Liberty meet its obligations by offering evidence-based Disease Prevention/Health Promotion (DPHP) Programs from \$10,000.00 to \$20,000.00 from the period July 1, 2024, through June 30, 2025.

Background:

Each year, the City of Liberty is awarded operating contracts by the Mid-America Regional Council (MARC) to support senior center administration, site person transportation, home-delivered meal delivery, home-delivered meals administration of a volunteer system and evidence-based DPHP programs. All contracts are for the state fiscal year July 1 through June 30.

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

The table below outlines the maximum amounts to be paid described in the original contract and the first amendment and maximum amounts to be paid proposed in Amendment No. 2.

Service	Original Contract	Amendment #1	Amendment #2
Transportation services to and from the center, unit rate \$2.89/one-way trip	\$15,000	\$15,000	\$15,000
Delivery of home-delivered meals, unit rate \$2.00	\$22,000	\$22,000	\$22,000

Home-delivered meals administration of a volunteer system, unit rate \$5.75	\$63,250	\$63,250	\$63,250
Evidence-based DPHP programs	\$10,000	\$10,000	\$20,000
Home-delivered meals reassessments	\$0	\$0	\$0
Administration of senior center	\$33,000	\$66,473.53	\$66,473.53
Total value of contract	\$143,250	\$176,723.53	\$186,723.53

Previous Action (if applicable):

Ordinance No. 11951 was approved at the regular meeting of the City Council of the City of Liberty, Missouri, on August 12, 2024, and the first amendment, Ordinance No. 11987, was approved on October 14, 2024.

Policy/Committee Review:

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

Financial Considerations:

X Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):465-55064-410-000000	Amount: \$20,000.00
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. ORDINANCE SF25 MARC Amendment #2
2. Liberty City of SFY 25 CC Amend #2

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 11951, APPROVING A CONTRACT WITH THE MID-AMERICA REGIONAL COUNCIL PERTAINING TO SENIOR SERVICES, BY APPROVING AMENDMENT #2, INCREASING THE SET MAXIMUM REIMBURSEMENT RATES FROM A PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025

WHEREAS, Ordinance No. 11951, approving a contract with the Mid-America Regional Council Pertaining to Senior Services was approved on August 12, 2024; and,

WHEREAS, Ordinance No. 11987, approving a first amendment to the contract with the Mid-America Regional Council Pertaining to Senior Services was approved on October 14, 2024; and,

WHEREAS, The Mid-America Regional Council recognizes increased funds are required to help the City of Liberty meet its obligations offering Evidence-based Disease Prevention/Health Promotion (DPHP) Programs and therefore wish to amend certain terms and provisions of Ordinance No. 11951 as set forth herein; therefore,

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an amendment to the agreement between the City of Liberty and the Mid-America Regional Council pertaining to Senior Services by increasing the set maximum reimbursement rates for the period of July 1, 2024 through June 30, 2025 by \$10,000.00 from \$176,723.53 to \$186,723.53 as follows: \$66,473.53 for senior center administration, \$37,000.00 for transportation, \$63,250.00 for Meals on Wheels subsidized meals, and \$20,000.00 for Evidence Based Programs. A copy of said amendment is incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ORDINANCE NO. _____(CONT.)

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

AMENDMENT COMMUNITY CENTER SERVICES AGREEMENT
Contract #10060-CoL-25

This Second Amendment to the Agreement (the "Amendment"), by and between the Mid-America Regional Council, hereinafter referred to as "MARC", and the City of Liberty, MO, (hereinafter referred to as Contractor), with offices located at 101 E. Kansas St., Liberty, Missouri, is effective this 29th day of April, 2025.

WITNESSETH:

WHEREAS, MARC and Contractor are parties to that certain Agreement dated as of July 1, 2024 (the "Agreement"); and that First Amendment, dated as of September 29, 2024; and

WHEREAS, MARC and Contractor wish to amend certain terms and provisions of the Agreement as set forth herein;

NOW, THEREFORE, the parties hereto do agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment and not otherwise defined herein shall herein have the meaning ascribed to such terms in the Agreement.
2. **Amendment.** Paragraph 3 of the Agreement, regarding **A. Maximum Obligation**, is hereby deleted in its entirety and replaced with the following:
 - A. **Maximum Obligation** - Contractor and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:
 - **Administration of the Center -** **not to exceed \$66,475.53***
Funded, in part, with Title IIIC1 and IIIC2; CFDA #93.045
* \$33,473.53 of this Senior Center Administration dollar amount is to be used to help Contractor meet its obligations under the 5310 vehicle program, administered by the Missouri Department of Transportation
 - **Transportation Service for Participants to and from the Center** - \$2.89/one-way trip
Not to exceed \$15,000
Funded, in part, with Title IIIB; CFDA #93.044 & Social Services Block Grant, CFDA #93.667
 - **Home Delivered Meals Administration of Volunteer System** - \$5.75/meal delivered
Funded with Title IIIC2; CFDA #93.045; & Nutrition Services Incentive Program (NSIP); CFDA #93.053
Not to exceed \$63,250
 - **Delivery of Home Delivered Meals** - \$2.00/meal delivered
Funded with Title IIIC2; CFDA #93.045; & Social Services Block Grant, CFDA #93.667
Not to exceed \$22,000
 - **Evidence-based Disease Prevention/Health Promotion (DPHP) programs –**
Not to exceed \$20,000*
Funded with Title IIID, CFDA #93.043, &/or Title IIIE, & 93.052

*These services include the delivery of group-based disease prevention and health promotion courses. The courses are licensed by entities approved by the Administration for Community Living and/or the Missouri Department of Health and Senior Services and are known to improve health and other outcomes among participants. Awards include the following compensation rates, specific to evidence-based programs:

Evidence-based DPHP program facilitation at \$25-\$200/completer
Evidence-based DPHP program training at \$200-\$600/Leader Training

Total Contractual Commitment:

Not to exceed \$186,723.53

For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.

Contractor, as a federal subrecipient, is responsible for a minimum of 25% match of the total cost of these programs in the form of in-kind contributions. Subrecipient proposed no indirect costs. Therefore, indirect costs will be considered unallowable costs.

Where appropriate, Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

3. **Governing Law.** This Amendment shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Amendment, the federal common law shall govern.

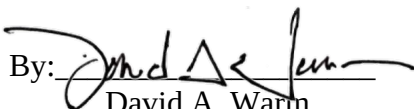
4. **Controlling Agreement.** To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Agreement, this Amendment and the Agreement shall be deemed to conform to the terms and conditions of this Amendment.

5. **Binding Effect.** All the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

Mid-America Regional Council

City of Liberty, MO

By: 
David A. Warm
Executive Director

By: _____

Printed Name: _____

Title: _____

Date: _____

Date: 4/30/2025



**CITY COUNCIL
ACTION REPORT**
Meeting Date: May 19, 2025
A/R No.: 2025-162

Department: Utilities

Submitted By: Matt Redenbaugh,
Operations Manager Wastewater

Subject: Ordinance approving an agreement for service with JCI Industries, Inc. for the rebuild of the carrousel gear box for the Wastewater Treatment Plant in an amount not to exceed \$69,944.00

Summary:

Rebuild Carrousel Gearbox (Santasalo Model Number D3PVSF70MIX) with JCI as the contractor.

Background:

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

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

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

The Carrousel Gearbox in this Council Action was taken out of service around March 6, 2025, when the rebuilt gearbox and motor were installed. Upon removal, it was taken to JCI's shop and evaluated for rebuilding. This rebuild is needed to add resiliency.

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

Previous Action (if applicable):

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

lead time and was delivered in 2024.

- New gearbox and motor installed on or around 5/3/2024.
- Gearbox D3PVSF70MIX S/N: FI-107631 was removed from service on Carrousel 2 and sent to JCI shop
- Gearbox D3PVSF70MIX S/N: FI-107631 and motor was rebuilt and put into service 3/6/2025 for Carrousel 2 Aerator 2.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 593.70005.902.000000	Amount:: \$69,944.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2025 Carrousel Gearbox Rebuild Ordinance
2. City Liberty JCI Industries Agmt 2025 signed 2025-5-2 mm
3. SEQT-166030L_S REPAIR

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR SERVICE WITH JCI INDUSTRIES, INC FOR THE REBUILD OF THE CARROUSEL GEAR BOX FOR THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$69,944.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an ordinance approving an agreement for service by and between the City of Liberty, Clay County, Missouri and JCI, Industries at 1161 SE Hamblen Road, Lee Summit, Missouri 64081 in an amount not-to-exceed SIXTY-NINE THOUSAND NINE HUNDRED FORTY-FOUR DOLLARS AND 00/100(\$69,944.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

**AGREEMENT FOR SERVICE FOR
REBUILD OF SANTASALO GEARBOX FOR 2025 Between
MAYOR, COUNCILMEN, AND CITIZENS OF THE CITY OF LIBERTY, CLAY COUNTY,
MISSOURI
JCI INDUSTRIES, INC.**

THIS AGREEMENT FOR SERVICE FOR REBUILD OF SANTASALO GEARBOX ("AGREEMENT") is made this _____ day of _____, 2025, between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and JCI Industries, Inc., as CONTRACTOR.

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

WITNESSETH

CITY and CONTRACTOR hereby agree that CONTRACTOR shall rebuild Santasalo Gearbox D3PVSF70MIX. Contractor agrees to provide proof of workers' compensation coverage for any person doing the work, and shall provide proof the Contractor has a valid license that entitles Contractor to do business within the corporate limits of the CITY.

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

1. Scope/Contractor Obligations

1.1. Purchase any part needed for repair of Santasalo Gearbox Model D3PVSF70MIX, S/N; FI-107632 such as but not limited too
Repairs Details.

- 1.2.1. Replace oil pump, level glass, pressure gauge, oil filter, flow indicator, all bearings, seals, wear sleeves, and cover.
- 1.2.2. Clean and prep parts for assembly.
- 1.2.3. Spot check critical dimensions for assembly.
- 1.2.4. Setup and machine shaft finish as needed.
- 1.2.5. Assemble gearbox.
- 1.2.6. Quality inspection
- 1.2.7. Setup, test run, monitor temperatures, and record Findings
- 1.2.8. Paint and prep for shipping.

2. INSURANCE

- 2.1. The CONTRACTOR shall provide a certificate of insurance indicating general liability insurance coverage in an amount of at least \$2,000,000 per occurrence, shall name the CITY as additional insured for general liability insurance coverage and shall maintain evidence of insurance as follows:
 - 2.1.1. Worker's Compensation meeting at least the minimum requirements of the laws of the State of Missouri, and Employer's Liability with a minimum single limit of \$1,000,000.
 - 2.1.2. Commercial General Liability minimum \$ 2 , 000 , 000 combined single limit for bodily injury and property damage per occurrence .
 - 2.1.3. Automobile Liability Insurance minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence to include premises operations and subcontractors.
 - 2.1.4. Completed Operations and Contractual Liability are to be included under the Commercial General Liability coverage. The insurance policies, including excess liability/umbrella coverage, will have combined limits of no less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate. Environmental Impairment insurance in the amount of \$10,000,000.

3. PAYMENT

- 3.1. The CONTRACTOR shall be paid in full amount after completion of repair.

4. Price

- 4.1. The quote received states that the expected amount for all services shall be a total of \$69,944.00. Action written for \$69,944.00 to cover any potential unknown findings and/or cost.
5. Signed Clarifications/Supplement OTC/JCI Contract which is on the end of this document.
6. The following address is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to CITY.

JCI Industries, Inc
1161 SE Hamblen, Road
Lee Summit, MO 64081
Telephone: 816-525-3320

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

Approved this _____ day of _____, 2025.

CITY OF LIBERTY, MISSOURI

ATTEST:

BY _____
MAYOR

DEPUTY CITY CLERK

CONTRACTOR
JCI Industries, Inc

BY Matt Marthinson (Seal)
Matt Marthinson (May 1, 2025 08:01 EDT)
AUTHORIZED OFFICIAL

Name/Title Matt Marthinson, Chief Operating Officer

Attest Jennifer Ontiveros

Name/Title Jennifer Ontiveros, Executive Assistant



Clarifications/Supplement To
Agreement for Service for Repair of Santasalo Gearbox for 2024 between
Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri and
JCI Industries LLC

City: Mayor, Councilmen, and Citizens of the City of Liberty
Clay County, Missouri
Contractor: JCI Industries LLC

Agreement : Agreement for Service for Repair
Sanatasalo Gearbox for 2025
Proposal/Quote #: SEQT – 166030L-S

City and Contractor agree to modify City's Terms and Conditions related to the above-referenced Purchase Order/Agreement as follows:

1. **INDEMNITY/LIMITATION OF REMEDY AND LIABILITY/WARRANTY/INSURANCE:** Contractor agrees to indemnify, hold harmless and defend City against any third party claims for personal injury, death or tangible property damage resulting from Contractor's negligence, reduced to the extent of any other party's negligence, provided Contractor is provided reasonable notice regarding such claim and has the sole right to select and direct counsel and settle the claim. THIS INDEMNIFICATION OBLIGATION IS NOT SUBJECT TO THE LIMIT OF LIABILITY DESCRIBED BELOW.

NEITHER PARTY SHALL BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF THE PARTIES SET FORTH HEREIN ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL A PARTY'S LIABILITY TO THE OTHER PARTY EXCEED THE PRICE PAID BY CITY FOR THE SPECIFIC GOODS, SERVICES OR PARTS PROVIDED BY CONTRACTOR GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

Contractor warrants Goods sold for the warranty that is applicable to the Goods at the time of purchase and such warranty is the only warranty applicable to the sale of Contractor's Goods and its terms, conditions and limitations are incorporated by reference herein, are the sole and exclusive warranties given by Contractor with respect to the Goods. **THE WARRANTIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** If within the warranty period, City notifies Contractor of a non-conformity in writing, Contractor shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the Services or equipment found by Contractor to be defective.

Section 2 Insurance shall be modified as follows: Provisions regarding waiver of subrogation, additional insured status, or the primary nature of Contractor's insurance shall be limited to the extent of Contractor's negligent acts or omissions. Under no circumstance shall City have access to view or copy Contractor's insurance policy. Any reference to "at least" or "minimum" shall be deleted. Any reference to Environmental Impairment is deleted.

2. **PAYMENT TERMS, PRICE WARRANTIES AND RENEWAL.** Payment shall be Net Thirty (30) Days from the date of Contractor's invoice.

To the extent of any inconsistencies between the terms and conditions of this Clarification/Supplement to: form and the terms and conditions of any other Agreement, Purchase Order, Statement of Work or invoice between City and Contractor, the terms and conditions of this Clarification/Supplement to: form shall control and prevail.

CITY: Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri

Signature: _____ Date: _____ Name/Title: _____

CONTRACTOR: JCI Industries LLC

Matt Marthinson
Signature: Matt Marthinson (May 1, 2025 09:01 EDT) Date: 4/30/2025 Name/Title: Matt Marthinson, Chief Operating Officer

City Liberty JCI Industries Agmt 2025 final 2025-4-30 egs

Final Audit Report

2025-05-01

Created:	2025-05-01
By:	Edward Seigerst (gary.seigerst@otcindustrial.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZL46_aCgN5MX-j8Ht8bZIMca5dnTQWoh

"City Liberty JCI Industries Agmt 2025 final 2025-4-30 egs" History

-  Document created by Edward Seigerst (gary.seigerst@otcindustrial.com)
2025-05-01 - 0:37:14 AM GMT
-  Document emailed to Matt Marthinson (matt.marthinson@otcindustrial.com) for signature
2025-05-01 - 0:37:19 AM GMT
-  Email viewed by Matt Marthinson (matt.marthinson@otcindustrial.com)
2025-05-01 - 12:01:20 PM GMT
-  Document e-signed by Matt Marthinson (matt.marthinson@otcindustrial.com)
Signature Date: 2025-05-01 - 12:01:44 PM GMT - Time Source: server
-  Agreement completed.
2025-05-01 - 12:01:44 PM GMT

Tuesday, April 29, 2025

Liberty MO, City of
101 E. Kansas Street
Liberty, MO 64068

Phone: 816-439-4564

Attention: Matt Redenbaugh

Subject: Repair Santasalo Gearbox - 2nd Unit

Quotation #: SEQT-166030L_S
Please refer to this number when ordering

Item	Description	Qty	Unit Price
1.00	REPAIR of Santasalo Gearbox Model D3PVSF70MIX, S/N: FI-107632 After inspection the following work is being quoted: • Replace oil pump, level glass, pressure gauge, oil filter, flow indicator, all bearings, seals, wear sleeve, and cover. • Clean and prep parts for assembly. • Spot check critical dimensions for assembly. • Setup and machine shaft finish as needed. • Assemble gearbox. • Quality inspection. • Setup, test run, and monitor temps. • Record findings. • Paint. • Prep for shipping.	1	\$69,944.00

Liz Mayer

Liz Mayer
Applications Engineer
JCI Industries, Inc.

Paul Ryals

Paul Ryals
Account Manager
JCI Industries, Inc.
816-800-2193

Terms & Conditions

Lead Time 24 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Freight Included
Thank you for the opportunity to present this quote! Due to the ongoing uncertainty surrounding tariffs, supply chain volatility, and other market conditions beyond our control, all pricing is subject to change without notice. Final pricing will be determined at the time of acknowledgement. We appreciate your understanding in this dynamic environment.	

OTC TERMS AND CONDITIONS OF SALE

OTC Industrial Technologies is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods or Parts by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods or Parts by Seller to Buyer. Acceptance of any order is subject to credit approval and acceptance of the order by Seller. If credit of the Buyer becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller. If Buyer already has an executed Agreement currently in effect with Seller, then the terms of that agreement, together with any terms and conditions of a subsequent purchase or work order issued hereunder, constitute the complete agreement; and (ii) if Buyer does not already have an executed Agreement with Seller, then these terms and conditions and any subsequent purchase or work orders issued hereunder constitute the complete agreement. No other terms or conditions including, without limitation, Buyer's standard printed terms and conditions, whether printed on Buyer's order acknowledgement, purchase order or otherwise, will have any application to any purchase between Buyer and Seller unless specifically accepted in writing by Seller. Acceptance is expressly limited to the terms of the Agreement and Seller objects to any different or additional terms contained in any response by Buyer, including without limitation any instrument requesting or confirming this offer by or on behalf of Buyer. The terms of the Agreement are the sole and exclusive terms and conditions on which the Seller agrees to be bound. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods or Parts shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods or Parts to Seller's price for the Goods or Parts at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods or Parts prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods or Parts or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods

or Parts shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods or Parts for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods or Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For shipments of Goods or Parts per Incoterms® 2020, per FCA will be the approved method for delivery unless otherwise approved by the parties. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods at the time of purchase is the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are incorporated by reference herein. Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Buyer acknowledges that the performance of any service by a Party other than Seller, which alters

the manufacturer provided Goods as indicated in the Statement of Work or Work Order may void the manufacturer's warranty. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of the Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. **THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.**

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods or Parts, either alone or in combination with other products/components. Goods sold hereunder are not intended for use in or in connection with (1) any safety application or the containment areas of a nuclear facility, or (2) in a healthcare application, where the Goods have the potential for direct patient contact or where a six (6) foot clearance from a patient cannot be maintained at all times. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE FOR THE NON-CONFORMING GOODS.**

6. LIMITATION OF REMEDY AND LIABILITY: SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. PATENTS AND COPYRIGHTS: Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods or Parts.

9. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the

foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods or Parts, or to obtain material used directly or indirectly in the manufacture of the Goods or Parts is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods or Parts and/or allocate its available supply of the Goods or Parts and/or such material (without obligation to acquire other supplies of any such Goods, Parts or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon thirty (30) days advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods or Parts consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods or Parts without prior notice to Buyer.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

13. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

14. **INSPECTION/TESTING:** Buyer shall have ten (10) days from (i) the date of delivery of Goods or Parts and (ii) from the date of completion of each portion of the services to inspect the Goods or Parts and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods or Parts are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods or Parts. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

15. **RETURNED GOODS:** Advance written permission to return Goods or Parts must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods or Parts must be (i) current, unused, catalogued Goods or Parts still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods or Parts prior to authorizing return.

16. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or

equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

17. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefore. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

18. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods or Parts and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

19. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods or Parts and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods or Parts in violation of such applicable laws, regulations, orders or requirements.

20. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

21. **GENERAL PROVISIONS:** This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or

additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

22. ADDITIONAL SERVICE CONDITIONS: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of

Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

23. COMPLIANCE WITH LAW: Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of Goods will occur.

24. INDEMNITY: Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or that party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

The parties hereto agree any orders placed by Buyer for Seller to provide Goods, regardless of any terms and conditions on any quote, purchase order or other documents exchanged, the terms and conditions of this Agreement shall prevail.



**CITY COUNCIL
ACTION REPORT**
Meeting Date: May 19, 2025
A/R No.: 2025-167

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: Ordinance to enable Liberty, Missouri to join Show Me Pace, pursuant to sections §67.2800 TO §67.2835, RSMO, the “Property Assessment Clean Energy Act,” and stating the terms under which the City will conduct activities as a member of such District

Summary:

Property Assessed Clean Energy (PACE) financing is a finance program available to commercial property owners. The program provides financing for all upfront costs of energy-efficient upgrades and installation of renewable energy systems. It can cover both hard and soft costs for commercial, industrial, and non-profit-owned properties. It is recovered through a voluntary assessment on the property which is paid annually. Administered by the Missouri Energy Initiative (MEI), Show Me PACE has arranged for Missouri counties and municipalities to join the district at no cost, with no liability, and with no additional workload. MEI eliminates the administrative burden of running another program and allows communities to have easy access to PACE funding.

Background:

The state requires municipalities to pass an ordinance to enable PACE financing within their jurisdiction.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ordinance to Join Show Me PACE with Cooperative Agreement 7.23
2. Show Me PACE agreement

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE TO ENABLE CITY OF LIBERTY, MISSOURI TO JOIN SHOW ME PACE, PURSUANT TO SECTIONS §67.2800 TO §67.2835, RSMO, THE "PROPERTY ASSESSMENT CLEAN ENERGY ACT," AND STATING THE TERMS UNDER WHICH THE CITY OF LIBERTY, MISSOURI WILL CONDUCT ACTIVITIES AS A MEMBER OF SUCH DISTRICT

WHEREAS, the 95th General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"); and

WHEREAS, it is in the best interests of the health, safety, and welfare of City of Liberty, Missouri and its residents to encourage the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately-owned real property; and

WHEREAS, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the PACE Act is to promote the public purposes described above; and

WHEREAS, Section §67.2810.1, RSMo authorizes one or more Municipalities (as defined in Section §67.2800.7, RSMo) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy ("PACE") Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to the properties located in such Municipalities; and

WHEREAS, on June 15, 2015, a clean energy development board named Show Me PACE was created with the intention that all Municipalities (as defined in the PACE Act) within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and

WHEREAS, it is in the best interests of the City of Liberty, Missouri and its residents to join and participate in Show Me PACE.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION/BOARD OF ALDERMEN/COUNTY COUNCIL OF CITY OF LIBERTY, MISSOURI, AS FOLLOWS:

SECTION 1: The [City/Village/County] hereby approves and authorizes joining and participating in Show Me PACE based on the following:

A. Title and Definitions.

1. *Title.* This Ordinance shall be known and may be cited as “[_____], Missouri Property Assessed Clean Energy Ordinance.”
2. *Definitions.* Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes, as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.
 - a. “Show Me PACE” or “District” means the Show Me PACE Clean Energy Development Board.
 - b. “PACE Assessment” means a special assessment made against qualifying property in consideration of PACE Funding.
 - c. “PACE Funding” means funds provided to the owner(s) of Qualifying Property by the District for an energy efficiency, water conservation or renewable energy improvement.
 - d. “Qualifying Property” means commercial property, property owned by not-for-profit entities, agricultural property, and property owned by civic entities located within the City of Liberty, Missouri that satisfies the criteria set forth in the PACE Act.

B. Program Administration. Show Me PACE shall administer the functions of a PACE program within the City/County by:

1. providing property owners with an application to apply for PACE Funding;
2. developing standards for the approval of projects submitted by Qualifying Property owners;
3. reviewing applications and selecting qualified projects;
4. entering into Assessment Contracts with Qualifying Property owners;

5. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for the County;
6. authorizing and disbursing PACE Funding to the Qualifying Property owners;
7. receiving the PACE Assessment from the County Collector;
8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and
9. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes, as amended, including, but not limited to, the power to levy and collect the PACE Assessment pursuant to an Assessment Contract with a Qualifying Property owner.

- C. Liability of [Cty/Village/County] Officials; Liability of [City/Village/County]. Notwithstanding any other provision of law to the contrary, officers and other officials of the City of Liberty, Missouri shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the [City's/Village's/County's] participation in the PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. City of Liberty, Missouri has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. Pursuant to the PACE Act, the District is a separate political subdivision and is not a unit of the [City/Village/County].
- D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property which is funded in whole or in part of PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.
- E. [City/Village/County] as a Non-Party. City of Liberty, Missouri shall not be a party to any PACE Funding agreement, loan, or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

SECTION 2: City of Liberty, Missouri declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The County enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

SECTION 3: City of Liberty, Missouri does hereby request that it be approved by the Board of Directors of Show Me PACE as a duly authorized participant in the District. The [City/Village/County] hereby approves the Show Me PACE Cooperative Agreement among the District and the participating Municipalities in substantially the form attached hereto as **Exhibit A** (the “Cooperative Agreement”). The [_____] of the [City/Village/County] is hereby authorized and directed to execute the Cooperative on behalf of the [City/Village/County].

SECTION 4: The election of the City of Liberty, Missouri to join the District shall in no way constitute an obligation of the City of Liberty, Missouri necessitating any corresponding appropriation.

SECTION 5: The City of Liberty, Missouri Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of the District or its designee, together with the jurisdictional and geographic boundaries of City of Liberty, Missouri for inclusion in the jurisdictional and geographic boundaries of the District.

SECTION 6: The officials and agents of the City of Liberty, Missouri are hereby authorized and directed to, take such actions and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL THIS ____ DAY OF _____, 2025.

GREG CANUTESON, MAYOR

APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2025.

GREG CANUTESON, MAYOR

Attest:

DEPUTY CITY CLERK

ORDINANCE NO. _____(CONT.)

EXHIBIT A

(See attached agreement)

SHOW ME PACE COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Cooperative Agreement”) is made and entered into by Show Me PACE, a Missouri clean energy development board (“Show Me PACE”) and the municipalities of the State of Missouri that, from time to time, may execute this Cooperative Agreement (each, a “Municipality,” and together, the “Municipalities”).

RECITALS

WHEREAS, on (date), the (governing body) of [City/Village/County] adopted Ordinance No. (____), authorizing participation in Show Me PACE, pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the “PACE Act”); and

WHEREAS, pursuant to Section 67.2810 of the PACE Act, more than one municipality may form a clean energy development board; and

WHEREAS, clean energy development boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and

WHEREAS, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

AGREEMENT

NOW THEREFORE, in consideration of each municipality’s participation in Show Me PACE, each Municipality hereby agrees as follows:

1. Representations. Each Municipality has taken all legislative actions necessary to approve such Municipality’s participation in Show Me PACE.

2. Approval of Bylaws. The current bylaws of Show Me PACE (the “Bylaws”) have been provided to the Municipality and the Municipality approves such Bylaws.

3. Board of Directors. The members of the Board of Directors of Show Me PACE shall be appointed in the manner described in the Bylaws.

4. Clean Energy Development Board Powers. Each Municipality agrees that Show Me PACE is authorized to exercise all clean energy development board powers permitted by the PACE Act or other statute within the boundaries of the Municipality.

5. Counterparts. This Cooperative Agreement is intended to be signed in counterparts as Municipalities, from time to time, elect to participate in Show Me PACE. No action from any Municipality already participating in Show Me PACE shall be required for a new Municipality to participate in Show Me PACE.

6. Withdrawal. No Municipality shall withdraw from participation in Show Me PACE if such withdrawal will impact any existing property assessment clean energy financing undertaken by Show Me PACE in the Municipality's boundaries. However, a Municipality may request, in writing, that Show Me PACE no longer undertake clean energy financing in the Municipality's boundaries, and upon receipt of written notice, Show Me PACE shall no longer undertake any clean energy financing in the municipalities boundaries.

IN WITNESS WHEREOF, Show Me PACE and the Municipalities have caused this Cooperative Agreement to be executed as of the dates shown below:

Date: _____, 20__

SHOW ME PACE

By: _____

Josh Campbell, J.D.,
Administrator

Date: _____, 20__

City/County of _____

Adopted Ordinance No. ____ joining

Show Me PACE on ____ __, 20__

By: _____

Name: _____

Title: _____



**CITY COUNCIL
ACTION REPORT**
Meeting Date: May 19, 2025
A/R No.: 2025-168

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: Ordinance approving an amended development agreement between the City and Northpoint Development, LLC; and authorizing and approving certain actions in connection therewith

Summary:

The amended agreement will reflect the developers plan for the site, which was originally a two-phase development. The new agreement will essentially call for one building a year but is subject to change based on market conditions and demand. The developer is willing to build the development out quicker if the market demand exists.

Background:

The project consists of acquiring, constructing and improving an industrial development of approximately 4,258,000 square feet, consisting of nine industrial/warehousing buildings (The development will consist of approximately nine buildings ranging from 338,000 square feet up to 587,000 square feet). The project proposes a Chapter 100 Tax Abatement for a 20-year period with a phased abatement schedule starting at 90% in year one and ending at 18% in year 20. It is anticipated that the nine buildings will be built in multiple phases and then secure tenants who may or may not apply for tax abatement separate from Northpoint Development, LLC. Northpoint Development LLC., will make a PILOT (Payment In Lieu of Taxes) payment in an amount calculated based on square footage of the constructed buildings multiplied by a per-square foot PILOT (outlined in Plan). NorthPoint Development, LLC., will make that payment to the County as real property tax revenue and distribute it to the taxing entities. The developer will also seek sales tax exemption on construction materials as part of the Chapter 100 approval. There is no personal property tax abatement included at this time. Staff anticipates that as proposals for tenants come to the City, they will be evaluated at that time.

Previous Action (if applicable):

The original Development Agreement was approved on December 13, 2021.

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ordinance - Northpoint - I-35 & Hwy 69 Development Agreement (Amended and Restated)
2. Amended and Restated Development Agreement (1)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDED AND RESTATED DEVELOPMENT
AGREEMENT BETWEEN THE CITY AND NORTHPOINT DEVELOPMENT, LLC;
AND AUTHORIZING AND APPROVING CERTAIN ACTIONS IN CONNECTION
THEREWITH.

WHEREAS, the City of Liberty, Missouri (the “City”) is a special charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, Northpoint Development, LLC, a Missouri limited liability company (the “Company”) and the City have entered into a Development Agreement (the “Original Development Agreement”) in order to set out the general terms and conditions under which the Company will undertake (and the City will incentivize) a series of projects (the “Projects”) to be located on real property situated east of Interstate 35 (I-35) and northwest of U.S. 69 Highway in the City of Liberty, Missouri (the “Site”); and

WHEREAS, as described in the Original Development Agreement, the issuance of bonds under the Act to provide property tax abatement and exemption from sales tax for purchases of construction materials is subject to compliance with the Act, including notice to taxing jurisdictions with an opportunity to comment and subsequent legislative approvals by the City Council, which will be undertaken over time as components of the Projects approach commencement of construction; and

WHEREAS, due to the passage of time and further negotiations on the timing and makeup of public improvements relating to the Projects, the Developer and the City now desire to amend and restate the terms of the Original Development Agreement; and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the approval of the Amended and Restated Development Agreement (the “Amended Development Agreement”) and take other actions as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI, AS FOLLOWS:

SECTION I

Promotion of Economic Development. The Council hereby finds and determines that the Projects will promote the economic welfare and the development of the City, and the Projects will be in furtherance of the public purposes set forth in the Act.

SECTION II

Approval and Authorization of the Amended Development Agreement. The Amended Development Agreement is hereby approved in substantially the form presented to the Council at this meeting (copies of which shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the Amended Development Agreement with such changes therein as shall be approved by the officials of the City executing the Amended Development Agreement, such officials' signatures thereon being conclusive evidence of their approval thereof. The Mayor, City Administrator or Assistant City Administrator of the City is hereby authorized and directed to execute the Amended Development Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The Deputy City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Amended Development Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION III

Further Authority. The Mayor, City Administrator, Assistant City Administrator, Deputy City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Amended Development Agreement.

SECTION IV

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

[remainder of page intentionally left blank]

ORDINANCE NO. _____

PASSED by the City Council of the City of Liberty, Missouri, this _____ day of _____, 2025.

[SEAL]

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2025.

MAYOR

EXHIBIT A
TO ORDINANCE NO. _____

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

AMENDED AND RESTATED
DEVELOPMENT
AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of the ____ day of _____, 2025 (the “**Effective Date**”) by and between the **CITY OF LIBERTY MISSOURI**, a special charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”) and **NORTHPOINT DEVELOPMENT, LLC**, a Missouri limited liability company (the “**Company**”).

RECITALS

A. The City and the Company entered into that certain Development Agreement with an Effective Date of September 12, 2023 (the “**Development Agreement**”). Due to changing circumstances and market factors, the City and the Company desire to amend and restate the Development Agreement in its entirety and, as such, the Development Agreement is replaced, in its entirety, with this Agreement.

B. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“**Chapter 100**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

C. The Company proposes a project for industrial development under Chapter 100 within that certain real property located east of Interstate 35 (I-35) and northwest of U.S. 69 Highway in the City of Liberty, Missouri, which is legally described in **Exhibit A** attached hereto and incorporated herein (the “**Project Site**”), and the purchase of construction materials and other personal property to be incorporated into the Commercial Facility (defined below) necessary for the construction and improvement of the Commercial Facility and the Public Roadway Improvements and Public Utility Improvements (defined below) on the Project Site (collectively, the “**Project**”).

D. The City finds that the Project serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development.

E. By Ordinance No. _____ passed on _____, 2025 the City Council has authorized the City's execution of this Agreement.

F. The parties desire to enter into this Agreement for the purpose of setting forth

the covenants, agreements and obligations of the City and the Company with respect to the Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I

Definitions and Construction

1.1 Definitions. Unless the context or use clearly indicates another or a different meaning or intent, for purposes of this Agreement the following definitions shall apply to the following capitalized word or phrase:

- (a) **“Agreement”** means this Development Agreement.
- (b) **“Bonds”** means industrial development revenue bonds in one or more series issued by the City pursuant to Chapter 100 in order to provide for financing of the Project and to allow the Project to be exempt from ad valorem property taxes (subject to the payment of PILOTs, as described in Section 3.2) and to cause all purchases of construction materials for the Project to be exempt from all state and local taxes.
- (c) **“Chapter 100”** has the meaning given in Recital A.
- (d) **“Chapter 100 Plan”** means one or more Chapter 100 plans for the Project and the issuance of the Bonds.
- (e) **“City”** means the City of Liberty, Missouri, a special charter city and municipal corporation duly organized and existing under the laws of the State of Missouri.
- (f) **“City Administrator”** means the City Administrator or administrator of the City.
- (g) **“City Code”** means the Unified Development Ordinance of the City and all other applicable laws and regulations of the City.
- (h) **“City Council”** means the governing body of the City.
- (i) **“Closing”** shall have the meaning set forth in Section 4.1.
- (j) **“Commercial Facility”** means a facility, or multiple facilities, developed in phases and comprised of rentable space operated for profit by the Company in accordance with this Agreement, including an industrial development and

associated uses.

(k) **“Company”** means NorthPoint Development, LLC, a Missouri limited liability company, or affiliates thereof, and its successors and assigns.

(m) **“County”** means Clay County, Missouri.

(n) **“Department”** means the Department of Economic Development of the state of Missouri.

(o) **“Development Plan”** shall have the meaning set forth in Section 2.1.

(p) **“Development Schedule”** shall have the meaning set forth in Section 2.4.

(q) **“Effective Date”** means the date given in the introductory paragraph of this Agreement.

(r) **“Latest Permissible Closing Date”** shall have the meaning set forth in Section 4.1.

(s) **“Lease”** means a lease agreement entered into between City, as landlord, and the Company, as tenant, which lease agreement shall be substantially in the form of the agreement in the Model Bond Documents.

(t) **“Phase”** means a portion of the Project, and the construction thereof, which may include one (1) or more buildings.

(u) **“Phase One”** means the first phase of the Project, as depicted in Exhibit C attached hereto, which shall include construction of one (1) or more buildings which shall be commenced approximately June 1, 2027.

(v) **“Phase Two”** means the second phase of the Project, as depicted in Exhibit C attached hereto, which shall include construction of one (1) or more buildings which shall be commenced approximately June 1, 2029.

(w) **“Phase Three”** means the third phase of the Project, as depicted in Exhibit C attached hereto, which shall include construction of one (1) or more buildings which shall be commenced approximately June 1, 2031.

(x) **“Project”** has the meaning given in Recital C.

(y) **“Project Site”** means the property legally described in Exhibit A attached hereto.

(z) **“Public Roadway Improvements”** shall have the meaning set forth in Section 2.2.

(aa) **“Public Utility Improvements”** shall have the meaning set forth in Section 2.2.

1.2 **Construction.** As used herein, words of any gender shall be deemed and construed to include correlative words of each other gender, and unless the context otherwise requires, the singular shall include the plural and vice-versa.

ARTICLE II

The Project

2.1 **Description of Project.** The Project consists of the construction and improvement of the Commercial Facility and the purchase of construction materials and fixtures for the construction and operation of the Commercial Facility financed by the Bonds. The Company contemplates that the Project will be designed, developed and constructed as an industrial development consisting of multiple buildings and associated parking developed in phases, paving and traffic circulation and the potential of regional stormwater detention facilities. The Company shall have the sole right to plan, design and carry out the Project in such manner as the Company shall determine to be necessary or desirable, provided, however, that the Project is in substantial compliance with a preliminary plat and preliminary plan, and a final plat and final development plans, for each building approved by the City's Planning Commission and the City Council (the **“Development Plan”**).

2.2 **Public Improvements.** In connection with the construction of the Project and public improvement plans approved by the City's engineering department, the Company shall complete, or cause to be completed, certain public improvements consisting of certain roadway improvements (including off site traffic signal, sidewalk, pavement, striping and curbing) and certain utility improvements (water, sanitary, gas and electric) in accordance with the plans and descriptions contained in **Exhibit B** attached hereto (the **“Public Road Improvements and Public Utility Improvements”**). The Exhibit B items highlighted in orange shall be completed during the first phase of construction of the Project (i.e., during Phase One), the Exhibit B items highlighted in blue shall be completed during the second phase of construction of the Project, and items highlighted in green shall be completed during the third phase of construction of the Project.

2.3 **Acquisition or Eminent Domain for Public Improvements.** In the event that (i) the acquisition or termination of any real property rights from any third parties is necessary for the acquisition, construction, installation and maintenance of the Public Roadway Improvements and Public Utility Improvements and (ii) Company is unable, after good faith negotiations, to acquire or terminate such property rights through private agreement, then, promptly following notice from the Company that Company is unable to acquire or terminate such property rights, City hereby determines that it may utilize its power of eminent domain to

acquire or terminate such property rights. In the event the City exercises its power of eminent domain as set forth herein, then all reasonable costs and expenses of such proceeding shall be paid by the Company pursuant to an acquisition funding agreement in form and substance satisfactory to City and Company.

2.4 Development Schedule. Within a reasonable period of time following issuance of the Bonds for Phase One, the Company shall commence, or cause to be commenced, and shall promptly thereafter diligently prosecute to completion the construction of the Project generally in accordance with the schedule attached hereto as **Exhibit C** (the “**Development Schedule**”). The Parties hereto recognize and agree that market and other conditions may affect the Development Schedule, and that the Development Schedule is subject to change or modification. In the event that (i) delays in the initial financing of the Project, (ii) delays caused by modifications to the Development Plan or (iii) delays associated with the acquisition, construction or completion of the Public Roadway Improvements or the Public Utility Improvements require a modification of the Development Schedule, then the Company may extend, without requiring the approval of the City, the Development Schedule by the period of such delay. Subject to the foregoing, at any time after the Company commences construction of the Project, the Company shall have the right to extend the Development Schedule by twelve (12) months provided that the Company provides notice to the City of the delay in completion of the Project. All other changes or modifications to the Development Schedule shall require the prior approval the City Administrator, which shall not be unreasonably conditioned or denied. In the event the Company requests any modification or change to the Development Schedule and such modification or change requires the approval of the City Administrator, then the City Administrator shall provide notice of his/her approval or disapproval of such change or modification to the Development Schedule within ten (10) days following the City Administrator's receipt of notice from Company of its requested change or modification. In the event that the City Administrator fails to respond within such ten (10) day period, then the requested amendment or change shall be deemed approved by the City Administrator.

2.5 Notwithstanding the foregoing, any changes in the Development Schedule pursuant to this section shall not impact the process to achieve stated abatement levels as described in Section 3.2 and **Exhibit D**.

ARTICLE III

Obligations of the City

3.1 Bonds. Subject to compliance with the requirements of Chapter 100 and approval by the City Council of a Chapter 100 Plan for the Project and of the issuance of the Bonds, the City shall issue the Bonds as follows:

(a) The proceeds of the sale of the Bonds shall be used to reimburse the Company for and/or directly finance costs of the Project and any Phase and building thereof, including the acquisition of the Project Site (which may be in the form of a reimbursement), the development costs of the Project and any Phase and building thereof, and the costs of construction materials purchased by the Company on behalf of the City as part of the Project and any Phase and building thereof;

(b) The proceeds of the Bonds shall be used for any purpose permitted under Chapter 100 and contained in the Company's Chapter 100 Plan approved by the City;

(c) The City may approve a principal amount for each series of Bonds. The aggregate maximum total principal amount of the Bonds shall not exceed the cost of the land plus the construction and development costs for the Project. The Bonds may be issued in separate series associated with different Project Phases and buildings, and for each Series, the Company may be subject to the associated level of PILOT amounts per Section 3.2 and Exhibit D;

(d) The Bonds shall be issued in accordance with Chapter 100 and be revenue bonds secured and repaid solely from rents payable by the Company under the Lease and shall not constitute a debt or obligation of the City and are not payable in any manner by taxation. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon; and

(e) The Bond documentation (the "Bond Documents") shall be substantially in the form of the standard bond documents entered into by City for Chapter 100 projects of this type (the "**Model Bond Documents**"), provided, however, that the Bond Documents may differ from the Model Bond Documents by containing terms and conditions reasonably acceptable to City and Company.

(f) The Company will be directly responsible for payment of the City's reasonable costs and expenses in approving and administering the Chapter 100 Plan, and issuing the Bonds, including bond counsel. The fee schedule/fee calculation schedule is attached hereto as **Exhibit F**.

(g) The Company or other entity entering into the Lease relating to a series of Bonds will agree to purchase such series of Bonds which may be assigned as collateral to the lessee's or Company's lender.

3.2 Property Tax Exemption.

(a) So long as the City owns title to the Project or any portion thereof, the City expects that the Project, including all real property and each building constructed as part of each Phase of the Project, will be exempt from ad valorem taxes. For each building constructed as part of each Phase of the Project, the first year of the exemption period for purposes of this Agreement (and the Exhibit D PILOT Schedule) shall begin in the calendar year following the calendar year in which the respective property, improved or unimproved, is transferred to the City provided that, as noted above, the property/Project may be transferred on a phased basis as the development of the Project progresses. Notwithstanding the foregoing, the respective Phase/building shall also be

exempt from ad valorem taxes for the calendar year in which the respective property, improved or unimproved, is transferred to the City and, during said year, shall make a PILOT payment to the City in the amount equal to the taxes that would be due on such transferred property based on the most recent equalized assessed valuation of such property; provided that such PILOT payment shall be reduced by the amount of any ad valorem real property taxes paid for such year on the transferred property (the “**Transfer Year Payment**”). The Transfer Year Payment shall not affect/shorten the twenty (20) year PILOT payment schedules described below in Sections 3.2(b), 3.2(c), and 3.2(d). The Company covenants and agrees that during each year the Project, or a building and associated real property thereof, is exempt from ad valorem taxes due to the City’s ownership, the Company will make annual payments in lieu of taxes to the City (each such payment, a “**PILOT**”) as described in Section 3.2. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds.

(b) Phase One: As of the Effective Date of this Agreement, Phase One is intended to include all real property, detention tracts, buildings and improvements as generally depicted in **Exhibit C** attached hereto. Notwithstanding the foregoing, the configuration, location, size and number of buildings, improvements, detention tracts and real property is subject to change at the discretion of the Company. The Bond Documents for Phase One of the Project will provide for the Company to make annual PILOT payments to the City on or before each December 31 (subject to the exemption period commencement provisions and the Transfer Year Payment provisions contained in Section 3.2(a) above), in the amounts corresponding with the schedule as set forth in **Exhibit D** attached hereto. For purpose of clarification, and notwithstanding anything to the contrary contained herein, the PILOT payment schedule for each building constructed as part of Phase One shall be for twenty (20) years (i.e., each building shall receive twenty (20) years of exemption/abatement from ad valorem taxes, plus the benefit of the Transfer Year Payment) and the first year of the PILOT payment shall commence with/be equal to year 1 of the Exhibit D PILOT Schedule (i.e. the first year PILOT Payment for each building shall equal \$0.10 (ten cents) per square foot of the constructed building (as noted in Exhibit D), the second year PILOT Payment shall equal \$0.10 (ten cents) per square foot of the constructed building (as noted in Exhibit D), the third year PILOT Payment shall equal \$0.14 (ten cents) per square foot of the constructed building (as noted in Exhibit D), etc.). The PILOT payments shall be distributed by the City to the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant the issuance of the Bonds in accordance with Chapter 100.

(c) Phase Two: As of the Effective Date of this Agreement, Phase Two is intended to include all real property, detention tracts, buildings and improvements as generally depicted in **Exhibit C** attached hereto. Notwithstanding the foregoing, the configuration, location, size and number of buildings, improvements, detention tracts and

real property is subject to change at the discretion of the Company. The Bond Documents for Phase Two of the Project will provide for the Company to make annual PILOT payments to the City on or before each December 31 (subject to the exemption period commencement provisions and the Transfer Year Payment provisions contained in Section 3.2(a) above), in the amounts corresponding with the schedule as set forth in **Exhibit D** attached hereto. For purpose of clarification, and notwithstanding anything to the contrary contained herein, the PILOT payment schedule for each building constructed as part of Phase Two shall be for twenty (20) years (i.e., each building shall receive twenty (20) years of exemption/abatement from ad valorem taxes, plus the benefit of the Transfer Year Payment) and the first year of the PILOT payment shall commence with/be equal to year 1 of the Exhibit D PILOT Schedule (i.e. the first year PILOT Payment shall equal \$0.10 (ten cents) per square foot of the constructed building (as noted in Exhibit D), the second year PILOT Payment shall equal \$0.10 (ten cents) per square foot of the constructed building (as noted in Exhibit D), the third year PILOT Payment shall equal \$0.14 (ten cents) per square foot of the constructed building (as noted in Exhibit D), etc.). The PILOT payments shall be distributed by the City to the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant the issuance of the Bonds in accordance with Chapter 100.

(d) **Phase Three:** As of the Effective Date of this Agreement, Phase Three is intended to include all real property, detention tracts, buildings and improvements as generally depicted in **Exhibit C** attached hereto. Notwithstanding the foregoing, the configuration, location, size and number of buildings, improvements, detention tracts and real property is subject to change at the discretion of the Company. The Bond Documents for Phase Three of the Project will provide for the Company to make annual PILOT payments to the City on or before each December 31 (subject to the exemption period commencement provisions and the Transfer Year Payment provisions contained in Section 3.2(a) above), in the amounts corresponding with the schedule as set forth in **Exhibit D** attached hereto. For purpose of clarification, and notwithstanding anything to the contrary contained herein, the PILOT payment schedule for each building constructed as part of Phase Three shall be for twenty (20) years (i.e., each building shall receive twenty (20) years of exemption/abatement from ad valorem taxes, plus the benefit of the Transfer Year Payment) and the first year of the PILOT payment shall commence with/be equal to year 1 of the Exhibit D PILOT Schedule (i.e. the first year PILOT Payment shall equal \$0.10 (ten cents) per square foot of the constructed building (as noted in Exhibit D), the second year PILOT Payment shall equal \$0.10 (ten cents) per square foot of the constructed building (as noted in Exhibit D), the third year PILOT Payment shall equal \$0.14 (ten cents) per square foot of the constructed building (as noted in Exhibit D), etc.). The PILOT payments shall be distributed by the City to the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant the issuance of the Bonds in accordance with Chapter 100.

(e) If the Company fails to operate a building within a Phase of the Project, other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the

PILOTS required by this Section 3.2, for the applicable building only, shall be increased to an amount equal to 100% of the ad valorem taxes that would otherwise have been due for the for the applicable building during each year in which the failure continues to occur, and during which the applicable building is exempt from ad valorem property taxes as provided herein.

(f) Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for ad valorem taxes on the Project, or any portion of a Phase thereof, to the County or any other governmental entity for years in which a PILOT payment is due and owing in accordance with this Agreement.

(g) The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

3.3 Sales Tax Exemption.

(a) The City will cooperate with the Company and will assist the Company as it seeks all approvals and clarifications required to cause all purchases of construction materials financed by the Bonds to be purchased and titled in such a fashion as to be exempt from all state and local sales taxes.

(b) The City will issue one or more City sales tax exemption certificates for construction materials financed with the Bonds and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption, including, but not limited to, one or more temporary sales tax exemption certificates (or similar documents) for the purchase of construction materials prior to the execution of Bond Documents in connection with the Project, or any Phase of the Project, and the Public Roadway Improvements and Public Utility Improvements provided that the Company executes a Sales Tax Exemption Agreement substantially in the form attached as **Exhibit E** hereto and incorporated herein by reference. If the Bonds are not issued, there shall be no sales tax exemption, and sales taxes will be due and owing on any construction materials purchased as part of the Project.

(c) The City shall upon issuance of the Bonds and at the request of the Company issue a City sales tax exemption certificate for construction materials to be incorporated into the Project or the Public Roadway Improvements and Public Utility Improvements constituting a portion of the Project at the Project Site. The Company shall use the exemption certificate only for the purposes specified in the exemption certificate and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company hereby agrees to

immediately pay to the Missouri Department of Revenue all sales taxes that otherwise would have been due with respect to such construction materials for the Project, or a Phase thereof, and the associated Public Roadway Improvements and Public Utility Improvements, if applicable, (such payment being referred to as the “**Sales Tax Payments**”) if the Closing does not occur on or prior to the dates agreed to by the City and the Company. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's lawful furnishing of the exemption certificate.

3.4 Permitting and Approval Assistance. From and after the Effective Date of this Agreement, the City shall assist and support the Company in obtaining all permits and approvals that are sought by the Company in connection with the Project that may be required by the Company from time to time in connection with the Project. The City will not unreasonably withhold any consent or approval required by any City ordinance, code, regulation or any other governmental approval required by law related to the Project; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement.

ARTICLE IV

Closing

4.1 Closing. The closing and issuance of the Bonds and delivery of the Bond Documents (the “**Closing**”) for the Project, or a specific building constructed as part of a Phase thereof, shall occur on the dates mutually agreed to by the City and Company (the “**Latest Permissible Closing Date**”).

4.2 Bond Issuance. At the Closing, City and the Company agree to proceed with an initial advance of principal of the Bonds for the purchase of the Project Site or a portion thereof (or reimbursement for the purchase of the Project Site or a portion thereof), development costs, and for the construction materials and as identified in the Bond Documents acquired or incurred by the Company prior to Closing.

4.3 Delivery of Documents by the City at Closing. The City shall deliver the following documents to the Company and the trustee under the Bond Documents at Closing:

- (a) The Lease and other Bond Documents; and
- (b) The City's sales tax exemption certificate relating to the construction materials to be incorporated into the Project or a Phase thereof.

4.4 Delivery of Documents by the Company. The Company shall deliver the

following documents to the City and the trustee under the Bond Documents at Closing:

- (a) Special Warranty Deed conveying the applicable portion of the Project Site to the City;
- (b) The Lease and other Bond Documents; and
- (c) Such closing certificates and proof of due organization, corporate good standing, authorization by the governing body of the Company, insurance coverage, evidence of payment bonds as required by law and compliance with other covenants of the Bond Documents as the City customarily requires in connection with the execution of Model Bond Documents.

4.6 **Contingencies.** Notwithstanding any other provision of this Agreement, the obligations of the City and Company as set forth herein, and the execution and delivery of any of the Bond Documents are subject to the following conditions precedent:

- (a) Approval by the City Council, in its sole discretion, of (i) a Chapter 100 Plan for the Project, Phase or building in question, and (ii) fulfillment of all reasonable and customary terms and conditions required by bond counsel of the City's selection ("**Bond Counsel**") in order for the purchase and delivery of the Bonds to be consummated;
- (b) Obtaining by the Company of any necessary governmental licenses, permits and approvals, including passage of any required approving ordinances by the City Council;
- (c) The Company closing on the acquisition of the Project Site, obtaining the necessary financing to construct the Project, as determined by the Company in its sole and absolute discretion.
- (d) Agreement by the City, the Company and the Bond purchasers upon mutually acceptable terms for the Bonds and the sale and delivery thereof and mutually acceptable terms and conditions of any documents related to the issuances of the Bonds and the Project; and
- (e) Issuance of an opinion from Bond Counsel that the Bonds constitute valid and legally binding special obligations of the City and issuance of an opinion from Company counsel relating to the organization and existence of the Company, the execution of the Bond Documents by the Company as valid and binding agreements of the Company, and certain other matters customarily required by the City in connection with the execution of Model Bond Documents;

provided that all such conditions shall be deemed to have occurred upon the execution and delivery by the City and the Company of the Bond Documents and the issuance of the

Bonds by the City; *and, further provided* that the Company's payment obligations under Section 3.2 are conditioned solely upon the Company closing on the acquisition of the Project Site.

ARTICLE V

Company Obligations, Representations, And Warranties

5.1 Project Operation and Maintenance. Company shall be responsible for the operation and maintenance of the Project, and the City shall have no operation or maintenance obligations for the Project.

5.2 Company Authorization. Company makes the following representations and warranties to the City:

(a) Company is a limited liability company existing under the laws of the State of Missouri, is authorized to do business in Missouri, has lawfully executed and delivered this Agreement acting by and through its manager, members or managing member, has received all approvals necessary for it to enter into this Agreement and to effectuate the purposes of this Agreement with respect to the Project, and the person executing this Agreement on behalf of Company is authorized to execute and deliver the same.

(b) There are no statutes, regulations or other laws which may prevent Company from entering into this Agreement or to perform or observe its obligations or undertakings contained herein.

(c) There are no agreements or other undertakings to which Company is a party, or for which it is bound, which may prevent or impair Company's execution of this Agreement or to perform and observe its obligations contained herein.

ARTICLE VI

Miscellaneous

6.1 Notices. All notices shall be sent either by certified mail, return receipt requested, personal messenger or overnight delivery via a reputable overnight delivery service. Any notice sent by (a) certified mail, return receipt requested shall be deemed delivered two (2) days after deposited in the United States Mail; (b) personal messenger shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service addressed as specified below:

If to City:

City Administrator
City of Liberty, Missouri
101 East Kansas Street

Liberty, Missouri 64068

With a copy to

Gilmore & Bell, PC
Attn: David Martin
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

With a copy to

Rouse Frets White Goss Gentile Rhodes P.C.
Attn: Patricia Jensen
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

If to the Company:

NorthPoint Development, LLC
Attn: Brent Miles
3315 North Oak Trafficway
Kansas City, Missouri 64116

With a copy to:

Levy Craig Law Firm
Attn: Scott Seitter
4520 Main Street, Suite 400
Kansas City, Missouri 64111

Such address may be changed by a party by giving the other party five (5) days' notice of such change in writing.

6.2 Severability. If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, the City or the Company shall have the right to terminate this Agreement in the event that a material provision of this Agreement has been declared invalid or unenforceable. The provisions of this Section 6.2 shall survive the termination of this Agreement.

6.3 Assignment. Subject to the provisions of the Lease and the other Bond Documents, the Company may freely sell and assign, to any other person or entity, any or all of the Project, or any portion thereof, and the Company's rights, duties, and obligations under this Agreement, the Bond Documents and the Lease, provided that the Company provides written notice to the City prior to the sale or assignment. The Company shall be released of all obligations hereunder upon consent from the City of such assignment or sale, which

consent shall not be unreasonably withheld, and assumption of all obligations hereunder by the assignee. If and to the extent that the proposed assignee or purchaser has sufficient financial wherewithal to develop and operate the Project, then the City shall not be deemed to be “reasonable” in withholding its consent to such an assignment or sale. The Parties agree to work in good faith to enable the assignment and transfer of Company’s rights under this Agreement (in whole or in part), the Bonds, Bond Documents, the Lease, by the Company to any subsequent purchaser or assignee, and all applicable agreements related thereto in order to promptly and expeditiously enable any such assignment or sale by the Company. Notwithstanding the foregoing, any affiliate of the Company may undertake the development of any portion of the Project, and shall be entitled to all rights of the Company herein including, but not limited to, issuance of the Bonds, without obtaining the consent of the City.

6.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

6.5 **Survival.** The terms and covenants contained in this Agreement shall not be deemed to have merged at Closing but will be deemed to survive Closing until the expiration of the term of the Lease.

6.6 **Consents and Approvals.** The City and Company commit to work harmoniously with each other, and except in instances where a consent or approval is specified to be within the sole discretion of either party, any consent or approval contemplated under this Agreement shall not be unreasonably withheld, conditioned or delayed, except that the Company acknowledges that this covenant does not apply to permits required from the City in connection with the Project. Nothing herein shall be deemed to usurp the governmental authority or police powers of the City. The parties agree that the decision to approve the issuance of the Bonds is within the sole discretion of the City Council.

6.7 **Entire Agreement.** This Agreement incorporates all prior negotiations and discussions between the parties regarding its subject matter and represents the entire agreement of the City and Company for the Project. This Agreement may only be modified by written instrument executed by the parties.

6.8 **Headings.** The captions and section headings contained in this Agreement are for convenience of reference only and shall not be considered in any interpretation of the provisions of this Agreement.

6.9 **Negation of Partnership.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Company or as constituting the Company as the agent or representative of the City for any purpose or in any manner under this Agreement, it being understood that the Company is an independent contractor hereunder.

6.10 Representatives Not Individually Liable. No member, official, representative or employee of the City shall be personally liable to the Company or any successor in interest in the event of any default or breach by the City for any amount which may become due to the Company or successor or on any obligations under the terms of the Agreement. No partner, member, representative or employee of the Company or any of its shareholders, directors, officers, employees or representatives shall be personally liable to the City in the event any default or breach by the Company for any amount which may become due to the City or on any obligations under the terms of this Agreement.

6.11 Ancillary Documents. The City and Company hereby agree that all other agreements and other documents to be executed by the parties to effectuate the transactions contemplated in this Agreement shall be consistent with the terms and conditions of this Agreement.

6.12 Breach. In the event of any breach by the Parties of any provision, covenant, agreement, restriction, or regulation contained in this Agreement (with the exception of the obligation of the Company to make the payments required under Section 3.2) or in the Development Plan, including the Development Schedule, as may be amended from time to time, the defaulting party shall have ninety (90) days after receipt of written notice of such breach to cure the same. In the event the Company shall have defaulted herein as is undertaken the curing of such breach within ninety (90) days after receipt of such notice and are diligently pursuing the same and said breach cannot be reasonably cured within such timeframe, then the Company shall have one hundred eighty (180) days to cure said breach.

6.13 Remedies Upon Breach. In the event that a breach of the Development Schedule by the Company remains uncured after the pertinent cure period, the City agrees that its sole remedy shall be a reduction in the term of the abatement by the extent of the delay in the Development Schedule, which Development Schedule shall be automatically extended to include the pertinent cure period set forth in Section 6.12 and all prior changes or modifications of the Development Schedule pursuant to Section 2.4. In the event that the Company fails to make any payments required under Section 3.2 hereof within thirty (30) days after written notice and demand by the City, (1) the City may terminate this Agreement and (2) the City and/or any taxing jurisdictions that would benefit from such payments due and owing under this Agreement may bring an action for specific performance to enforce such payments. In the event that any other breach of the Agreement by the Company remains uncured after the pertinent cure period, the City agrees that its sole remedy shall be to terminate this Agreement, which termination must be approved by the City Council upon a petition of the City Administrator. In the event that any breach of this Agreement by the City remains uncured after the applicable cure period, the Company shall have the right to either terminate this Agreement or file proceedings to compel specific performance by the City of its obligations hereunder.

6.14 Payment or Performance on Saturday, Sunday or Holiday. Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is a Saturday, Sunday, or legal holiday of the State of Missouri, then such payment or such performance shall be required on or by the immediately succeeding day that is not a

Saturday, Sunday, or legal holiday of the State of Missouri.

6.15 Incorporation of Recitals and Exhibits. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement. Unless otherwise provided herein, all exhibits attached hereto are incorporated herein by reference.

6.16 Conflict of Terms. It is the intention of the City and Company that if any provision of this Agreement is capable of two constructions, one of which would render this provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

6.17 No Waiver. No failure on the part of the City or Company to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

6.18 No Tax Representations or Warranties. The parties hereby agree that neither the City nor Company is making any representations or warranties to the others about the tax treatment, implications or treatment of the transactions contemplated in this Agreement. The City does not agree to offset, credit or pay to the Company any amount for any loss of benefit anticipated by the Company in the event that any tax exemptions are denied by third parties or by an order of a court. In such event, the Company agrees to pay all taxes finally determined to be due and owing along with any applicable interest and penalties.

6.19 Costs and Expenses; Costs of Issuance. In consideration of this Agreement, and the City's agreements and covenants set forth herein, the Company hereby agrees to pay, concurrently with and contingent upon the issuance of the Bonds, the City's actual and reasonable costs and expenses in connection with the issuance of the Bonds in accordance with the fee schedule/fee calculation schedule attached hereto as **Exhibit F**.

6.20 Company Lender. The parties hereto acknowledge that a third-party lender may provide Company capital for the transaction contemplated herein through purchasing the Bonds or, alternatively, providing financing to Company for Company's purchase of the Bonds. In such event, the City and Company each agree to work in good faith to structure the transactions contemplated herein to include such third-party lender in a manner and in a capacity not inconsistent with the terms of this Agreement.

6.21 Termination.

(a) At any time, the Company may, by giving written notice to the City, abandon the Project and terminate this Agreement if the Company determines in its sole and absolute discretion that the Project is no longer economically feasible.

(b) The City or the Company may terminate this Agreement in accordance with

the provisions of Section 6.12 and Section 6.13 hereof.

(c) If termination of this Agreement occurs while the Project or any portion thereof is exempt from ad valorem taxes, within thirty (30) days of said termination and upon written notice of the amount(s) due, the Company shall make a PILOT payment to the City equal to (i) the pro rata amount payable pursuant to Section 3.2 hereof from January 1 of the year in question through the effective date of termination, plus (ii) the pro rata amount of taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31 of that year. Upon any termination of this Agreement by reason of Company default, the Company agrees to pay interest and penalties on all amounts due hereunder, if any, to the same extent as if such payments were taxes under Missouri law. Prior to termination of this Agreement, Company shall be responsible for all of City's reasonable fees and expenses related to this Agreement, including reasonable attorneys' fees.

(d) Upon termination of this Agreement, the parties shall have no further rights or obligations hereunder except as are described in this Section 6.21 and except as may expressly survive termination, and the parties agree to work in good faith to unwind and terminate any prior agreements related to the Project, including any Bond Documents (in accordance with the terms of the Bond Documents). If this Agreement has been terminated and the Company fails to exercise its option to purchase the Project under the Lease prior to the end of the calendar year in which this Agreement is terminated, then, in addition to the amounts due to the City under Section 6.21 (c), the Company shall pay to the City on December 31 of each year subsequent to such termination in which the Project is, on January 1 of such year, still titled in the name of the City, the amount of taxes that would be due for such year assuming the Project was placed on the tax rolls effective on the date of termination.

6.22 Force Majeure. Notwithstanding any other provision of this Agreement to the Contrary, neither the City nor the Company, as the case may be, nor any successor in interest, shall be considered in breach of or default in any of its obligations, including, but not limited to, the beginning and completion of construction, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control, including but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or of the public enemy, acts of government, pandemic, infectious disease, insurrection, mob violence, civil commotion, sabotage, malicious mischief, vandalism, inability (notwithstanding good faith and diligent efforts) to procure, or general shortage of, labor, equipment, facilities, materials, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, severe weather, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals, or delays of subcontractors due to such causes, it being the purpose and intent of this section that in the event of the occurrence of any such enforced delays, the time or times for the performance of the covenants, provisions, and agreements of this Agreement shall be extended for the period

of the enforced delay (including any time reasonably required to recommence performance due to such enforced delay). This Section shall not apply to the obligation of the Company to make PILOT payments.

6.23. Insurance and Indemnification.

(a) Company releases the City and its redevelopment agencies (including its officials, officers, agents, and employees) from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, damages (including attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the City or any of their officials, officers, agents, and employees disputing the representation and warranties made by Company in this Agreement.

(b) Company releases the City and its redevelopment agencies (including its officials, officers, agents, and employees) from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, personal injuries, damages (including attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or assessed against the City or any of their officials, officers, agents, and employees alleged to have occurred on the Project or associated with the design, development, construction or maintenance and operation of the Project.

(c) So long as the Project is owned by the City or the Company, all risk of loss with respect to the Project shall be borne by the Company.

(d) Company shall and shall also cause its contractors to maintain adequate general liability insurance and shall name the City as an additional insured under this insurance policy. The Company shall also, at its expense, maintain or cause to be maintained a policy of all risk casualty insurance insuring the Project owned by the City. Such policies of insurance shall name the City and such other persons designated by the City as additional insureds and shall each contain a provision that such insurance may not be canceled without at least thirty (30) days' advance written notice to the City. Duplicate copies or certificates of such policies bearing notations evidencing payment of premiums or other evidence of such payment shall be furnished to the City.

(e) Notwithstanding anything herein to the contrary, the Company's obligations set forth in this Section 6.23 shall not apply to any Public Utility Improvements, Public Roadway Improvements or other public improvements after such improvements are constructed and accepted by the City.

6.24. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

6.25. **Waiver.** The City and the Company acknowledge and agree that the amounts payable to the City hereunder shall constitute payments due the City under the Lease. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

6.26. **Electronic Storage of Documents.** The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

6.27. **Employee Verification.** The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm, in connection with the Project, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on the date of the Closing and at such times thereafter as required by the Bond Documents.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF LIBERTY, MISSOURI

By:_____

Name:_____

Title:_____

[SEAL]

ATTEST:

By:_____

Name:_____

Title:_____

NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By:

Name: Nathaniel Hagedorn

Title: Manager

EXHIBIT A

PROJECT LEGAL DESCRIPTION

A tract of land containing 399.309 acres of land lying in the Southeast and Southwest quarters of Section 20 and the Northeast, Northwest and Southwest quarters of Section 29, Township 52 North, Range 31 West, all lying East of Interstate 35 and North of US Highway 69, Clay County Missouri, being the same lands held in title by the James P. Tierney Revocable Trust and Hallmark Cards, Inc. and further described as follows:

Beginning at a 5/8ths inch bar monumenting the section corner common to Sections 20, 21, 28 & 29; Thence South 00° 24' 27" West, along the section line, 1108.96 feet, more or less, to the common line between said Tierney lands and Hallmark lands; Thence continuing along said line 791.07 feet to the North right of way line of US 69; Thence Southwesterly along said right of way line for the following nine courses: Course 1 - South 79° 11' 44" West 399.41 feet; Course 2 - South 83° 29' 05" West 200.56 feet; Course 3 - South 79° 11' 44" West 100.00 feet; Course 4 - South 74° 54' 24" West 200.56 feet; Course 5 - South 79° 11' 44" West 379.40 feet; Course 6 - Curve Left, Radius 2939.79 feet, Length 585.54 feet, Chord Length 584.57 feet, Chord Bearing South 73° 29' 23" West; Course 7 - South 69° 34' 14" West 102.82 feet; Course 8 - South 61° 59' 49" West 102.82 feet; Course 9 - Curve Left, Radius 2939.79 feet, Length 520.12 feet, Chord Length 519.44 feet, Chord Bearing South 58° 42' 55" West to the East-West centerline of Section 29; Thence South 89° 45' 09" West 165.47 feet to the center corner of said Section 29 as monumented by a 3.5" aluminum Monument stamped J&J Survey, KS 232; Thence South 00° 13' 11" East 127.43 feet to the North right of way line of US 69; Thence Southwesterly along said right of way line for the following nine courses: Course 1 - South 51° 41' 44" West 286.79 feet; Course 2 - South 60° 13' 35" West 101.12 feet; Course 3 - South 51° 41' 44" West 1000.00 feet; Course 4 - South 43° 09' 54" West 101.12 feet; Course 5 - South 51° 41' 44" West 350.00 feet; Course 6 - South 57° 24' 23" West 100.50 feet; Course 7 - South 51° 41' 44" West 100.00 feet; Course 8 - South 45° 59' 06" West 100.50 feet; Course 9 - South 51° 41' 44" West 762.31 feet to the East right of way line of Edgar Petty Road; Thence North 62° 22' 05" West 114.17 feet along said right of way; Thence North 03° 25' 31" East 163.60 feet along said right of way; Thence North 15° 50' 10" East 367.85 feet along said right of way; Thence North 15° 24' 26" East 1082.37 feet along said right of way; Thence North 13° 43' 20" East 808.63 feet along said right of way; Thence North 22° 34' 52" East 1233.52 feet along said right of way; Thence North 67° 25' 08" West 5.00 feet along said right of way; Thence North 25° 56' 51" East 510.88 feet along said right of way; Thence North 19° 58' 43" East 550.58 feet along said right of way; Thence North 12° 39' 01" East 47.19 feet to the section line common between Sections 20 & 29 and the common line between the Hallmark and Tierney lands; Thence South 89° 39' 03" West 1.59 feet to the East right of way line of I-35; Thence North 12° 51' 26" East 155.50 feet along said right of way; Thence North 22° 47' 00" East 2000.00 feet along said right of way; Thence North 30° 45' 11" East 252.44 feet along said right of way; Thence North 22° 47' 00" East 350.00 feet along said right of way; Thence North 47° 00' 40" East 109.66 feet along said right of way; Thence North 22° 47' 00" East 46.52 feet along said right of way to the East-West centerline of Section 20; Thence North 89° 37' 03" East, along said centerline, 1524.37 feet to the East line of the Tierney lands common with lands of the Stroud Family Trust; Thence South 00° 05' 21" West 2646.37 feet along said common property line to the section line between Sections 20 & 29; Thence North 89° 38' 35" East, along said common property line and section line, 850.74 feet to the Point of Beginning.

Note: This description and the surveys it relies on are based on Grid North, Missouri State Plane, West Zone. It was authored by Tobin R. Roberts, Mo. PLS 2001015269.

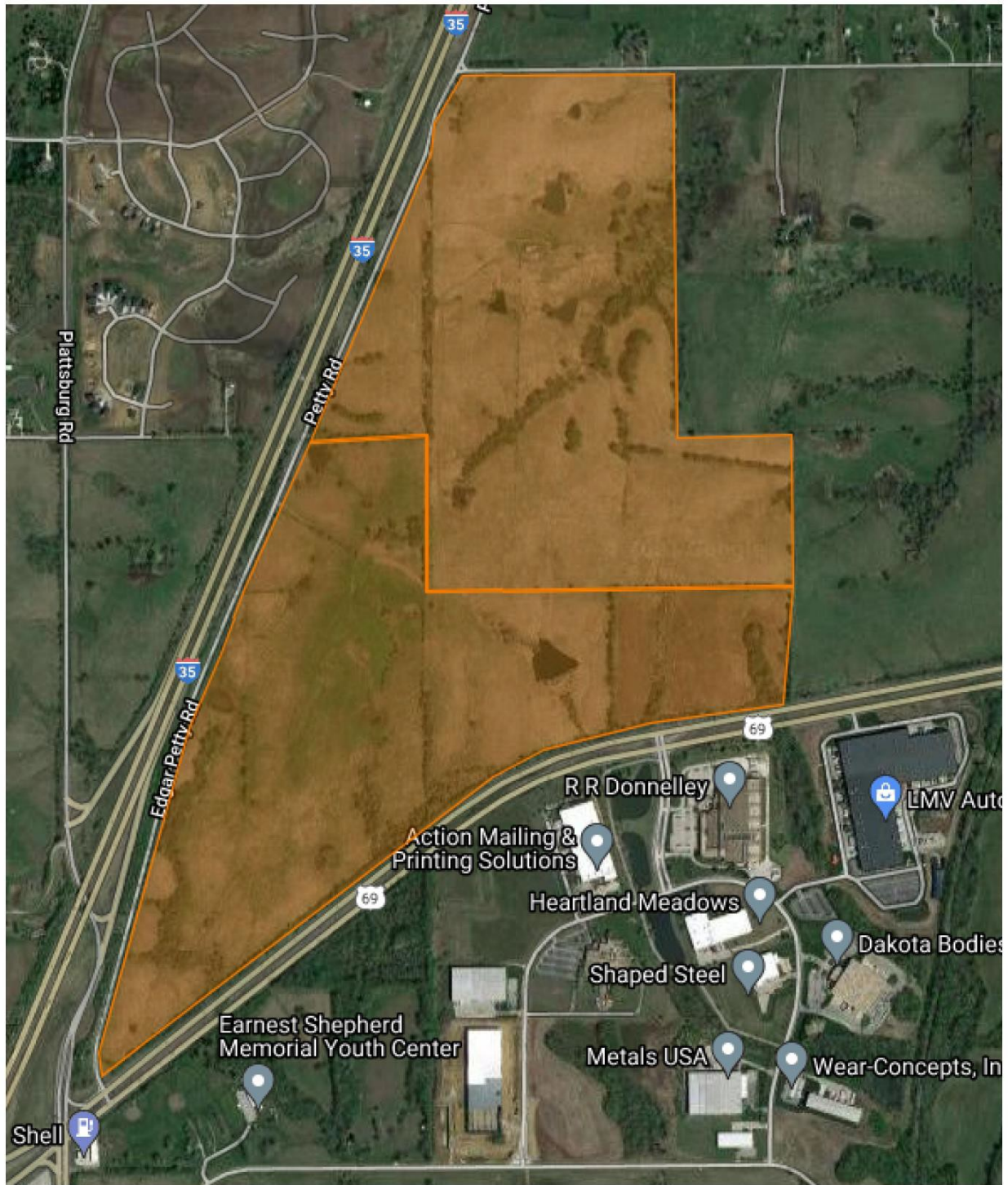


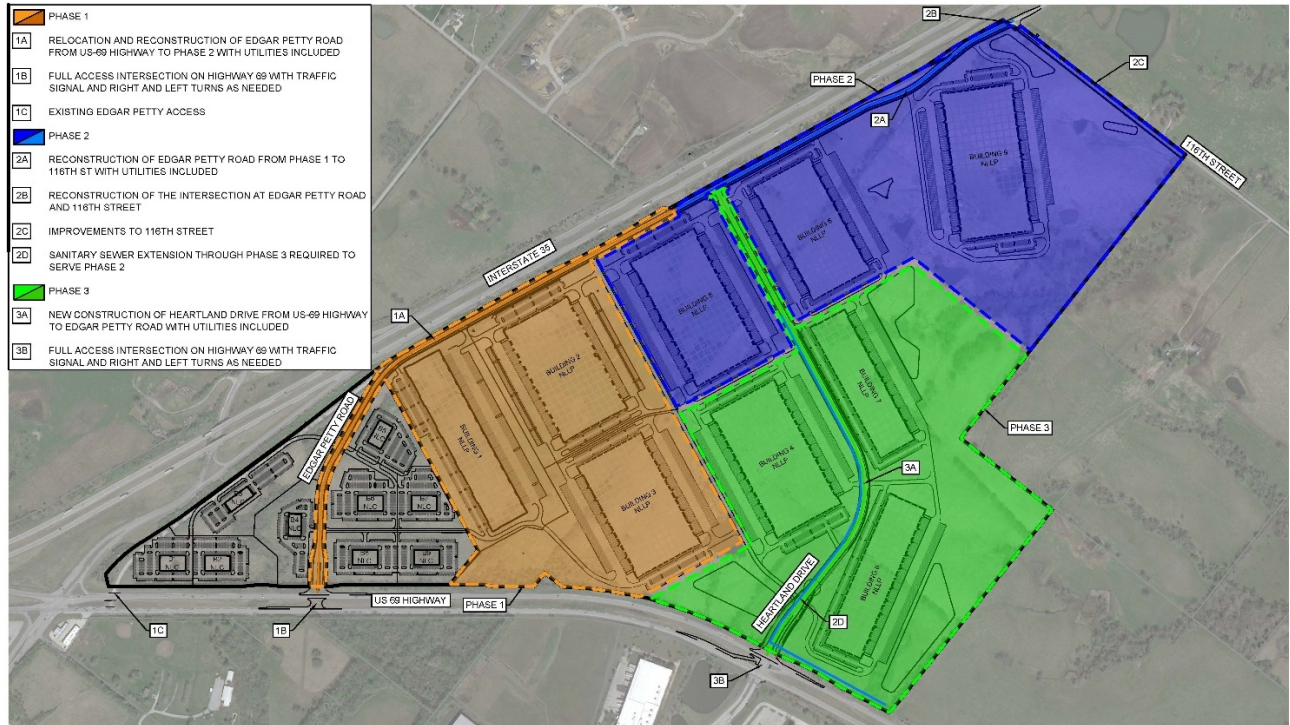
EXHIBIT B

PUBLIC ROAD IMPROVEMENTS AND PUBLIC UTILITY IMPROVEMENTS

NORTH LIBERTY LOGISTICS PARK (LIBERTY, MO)

PROJECT PUBLIC IMPROVEMENTS

2025.04.28
SCALE 1:600'



Phase 1

1A – Relocation and reconstruction of Edgar Petty Road to a 40-foot wide local road per the City of Liberty standard details. This street will have sidewalks on both sides to the northern commercial entrance and then only a single sidewalk on the east side of Edgar Petty Road to 116th Street. Public utility improvements for Phase 1 include storm, sanitary sewer, water (with two points of connection to US-69 Hwy), gas, and telecommunication to serve the Project.

1B – Full access intersection with necessary right and left turn lanes on US-69 highway with permanent traffic control per MoDOT approved plans dated 01/26/2023.

1C – The existing Edgar Petty Road will remain in place with a gate installed outside of the Highway 69 MoDOT right-of-way to provide secondary emergency only access with such access being removed upon completion of Heartland Drive (Phase 3). The existing median crossover pavement will be removed at time of gate installation, and re-graded for proper drainage at the median.

Phase 2

2A – Reconstruction of Edgar Petty Road to a 40-foot wide local road per the City of Liberty standard details. Public utility improvements include storm, sanitary sewer, water, gas, and telecommunication to serve the Project.

2B - Reconstruction of the Edgar Petty Road and 116th Street intersection to improve sight distance to meet the City of Liberty standards. The reconstructed portion of 116th Street will be a 26-foot wide paved road with a roadside ditch. Sidewalk, curb and gutter will not be installed.

2C - Reconstruction of 116th Street to a 26-foot wide paved road with a roadside ditch. Sidewalk, curb and gutter will not be installed. If the existing pavement depth meets City of Liberty local road standard with the

design exceptions, then a mill and overlay of the existing pavement will be performed.

Phase 3

3A – Construction of Heartland Drive to a 40-foot wide local road per the City of Liberty standard details. Public utility improvements include storm, sanitary sewer, water, gas, and telecommunication to serve the Project.

3B – Full access intersection with necessary right and left turn lanes on US-69 highway with permanent traffic control per MoDOT approved plans dated 01/26/2023.

EXHIBIT C

DEVELOPMENT SCHEDULE AND DEPICTION

PROJECTED PHASE/PROJECT CONSTRUCTION TIMELINE:

1. Phase 1 (consisting of one or more buildings): Commencement of construction approximately June 1, 2027.
2. Phase 2 (consisting of one or more buildings): Commencement of construction approximately June 1, 2029.
3. Phase 3 (consisting of one or more buildings): Commencement of construction approximately June 1, 2031.

The above projected timelines are subject to modification in accordance with Section 2.4 and as may be mutually agreed to by the City and Company.

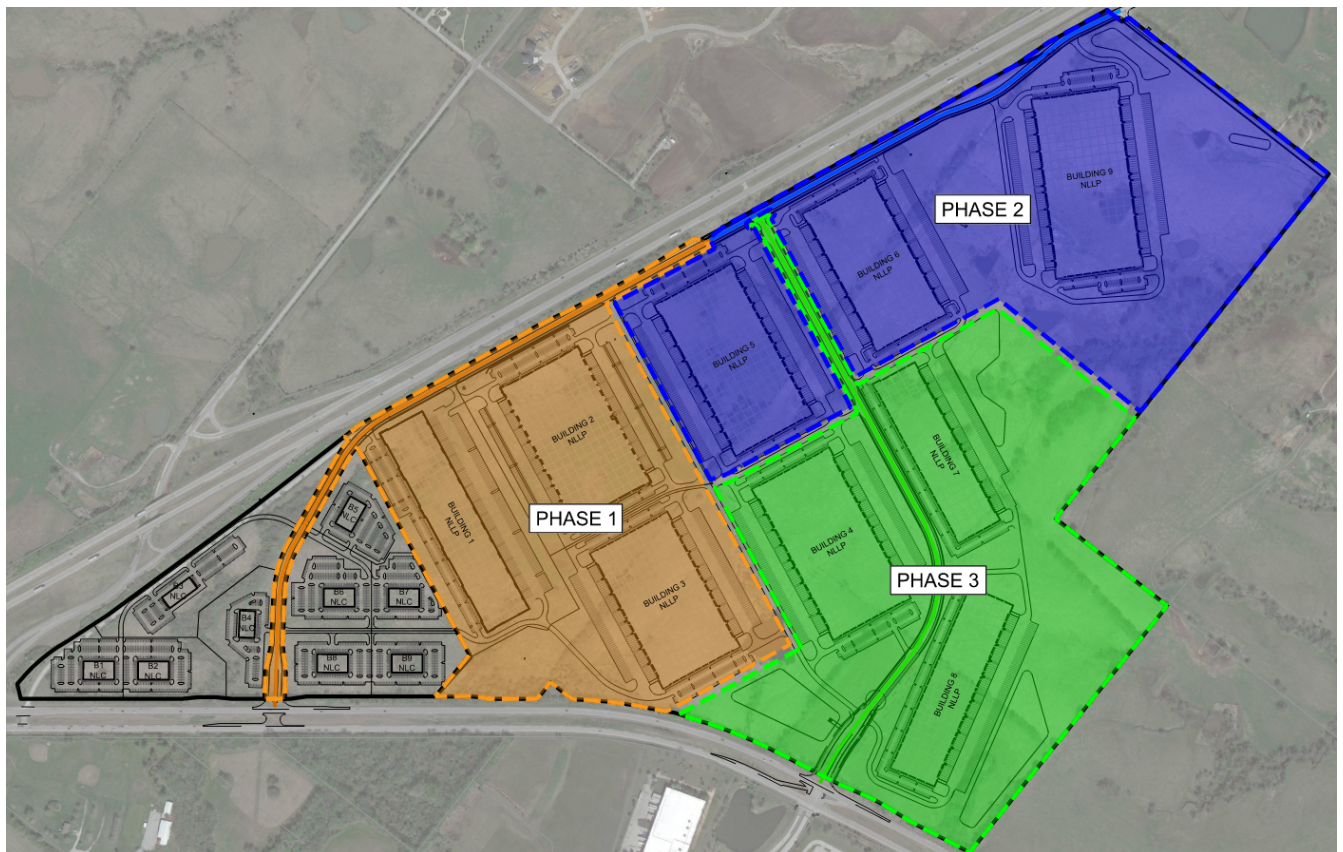


EXHIBIT D

PILOT SCHEDULE

	Column A: Established Tax Value Per Square Foot	Column B: PILOT Payment Required Per Square Foot Per Building		Column C: Percentage Of Full Tax Value Paid	Column D: Percentage of Full Tax Value Abated
Year 1	\$ 0.96	\$ 0.10		10%	90%
Year 2	\$ 0.97	\$ 0.10		10%	90%
Year 3	\$ 0.99	\$ 0.14		14%	86%
Year 4	\$ 1.00	\$ 0.14		14%	86%
Year 5	\$ 1.02	\$ 0.22		22%	78%
Year 6	\$ 1.03	\$ 0.22		21%	79%
Year 7	\$ 1.05	\$ 0.28		27%	73%
Year 8	\$ 1.07	\$ 0.28		26%	74%
Year 9	\$ 1.08	\$ 0.36		33%	67%
Year 10	\$ 1.10	\$ 0.42		38%	62%
Year 11	\$ 1.11	\$ 0.46		41%	59%
Year 12	\$ 1.13	\$ 0.62		55%	45%
Year 13	\$ 1.15	\$ 0.70		61%	39%
Year 14	\$ 1.17	\$ 0.76		65%	35%
Year 15	\$ 1.18	\$ 0.84		71%	29%
Year 16	\$ 1.20	\$ 0.88		73%	27%
Year 17	\$ 1.22	\$ 0.92		76%	24%
Year 18	\$ 1.24	\$ 0.96		78%	22%
Year 19	\$ 1.26	\$ 1.00		80%	20%
Year 20	\$ 1.27	\$ 1.04		82%	18%

*By way of clarification, each building in the Project, or any Phase thereof, shall make PILOT payments in accordance with Section 3.2 of this Agreement and the above Column B of this Exhibit D. By way of example, the PILOT payment for a 200,000 square foot building – in Year 1 of the above schedule – equals \$20,000.

EXHIBIT E

SALES TAX EXEMPTION AGREEMENT

THIS SALES TAX EXEMPTION AGREEMENT (this “Agreement”) is entered into as of _____, 20__ by and between the **CITY OF [LIBERTY, MISSOURI]**, a ____-class city and political subdivision duly organized and existing under the laws of the State of Missouri (the “City”) and **[COMPANY]**, a _____ corporation (the “Company”).

RECITALS

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared and approved a plan for industrial development (the “Plan”) for the Company, or an affiliate or affiliates thereof, with respect to a project consisting of acquiring, constructing, improving, equipping and installing _____ on approximately _____ acres of land in _____, Missouri located at _____, [CITY], Missouri (the “Project”); and

WHEREAS, the City intends to issue industrial development revenue bonds (the “Bonds”) for the purpose of financing the Project, which Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of the Project to the Company, or an or an affiliate or affiliates thereof, from no other source; and

WHEREAS, the City has determined that it is desirable in connection with approval of the Plan to comply with the Company’s request to provide a project exemption certificate to the Company allowing the Company to acquire construction materials prior to the issuance of such Bonds on a basis exempt from sales and use tax; and

WHEREAS, the City and the Company desire to enter into this Agreement to describe the terms and conditions under which the project exemption certificate may be used by the Company;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

SECTION 1. Exemption for Construction Materials. In order to obtain an exemption from state and local sales and use taxes for construction materials incorporated into the Project, the City will provide a project exemption certificate to the Company in connection with the Company’s acquisition of construction materials for the Project. Such project exemption certificate for construction materials shall not be used by the Company in connection with the acquisition of personal property other than construction materials. The Company agrees to immediately pay to the Missouri Department of Revenue all sales and use tax that otherwise would have been due with respect to the Project if the Bonds are not issued by _____, 20__ (subject to any extension granted by the City in its sole discretion).

SECTION 2. Liability for Sales Determined to be Taxable. Upon a determination by the Missouri Department of Revenue that any purchase made using a project exemption certificate described herein was not exempt from sales or use tax, the Company shall pay to the Missouri Department of Revenue all sales or use taxes so determined to be due (whether by virtue of failure of the Company to comply with the terms of this Agreement or otherwise). The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the project exemption certificate to or at the direction of the Company. There shall be no reduction in payments in lieu of taxes relating to the issuance of Bonds for the Project for any sales or use taxes paid by the Company in connection with the Project.

SECTION 3. Enforcement. In addition to other remedies allowed by law or in equity, the City may bring an action for specific performance to enforce the provisions of this Agreement. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF LIBERTY, MISSOURI

By: _____
Name:
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name:
Title: City Clerk

[COMPANY],
a _____ corporation

By:

Name:

Title:

EXHIBIT F

BOND FEE SCHEDULE/FEE CALCULATION SCHEDULE

Principal Amount of Bond Issue	Fee (as % of Principal Amount)
Up to \$10 Million	0.35% of principal amount
\$10 to \$20 Million	\$35,000 plus 0.2% of principal amount over \$10 Million
\$20 to \$50 Million	\$55,000 plus 0.0333335% of principal amount over \$20 Million
\$50 to \$150 Million	\$65,000 plus 0.02% of principal amount over \$50 Million
\$150 Million and up	\$85,000 plus 0.0125% of principal amount over \$150 Million



**CITY COUNCIL
ACTION REPORT**
Meeting Date: May 19, 2025
A/R No.: 2025-169

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: Ordinance approving a contracting services agreement with The Havens Construction Co., Inc. for the construction of the City of Liberty Project (25-011) N. Church Rd. & Camille St. Storm Sewer Repair Project in an amount not to exceed \$98,475.00

Summary:

- Ordinance approving a contracting services agreement with The Havens Construction Co., Inc. for the construction of the City of Liberty Project (25-011) N. Church Rd. & Camille St. Storm Sewer Repair Project
- Contract amount of \$98,475.00

Background:

In early March 2025, City Public Works staff identified an area of failing 54" corrugated metal storm sewer pipe (CMP) at the intersection of N. Church Rd. and Camille St.

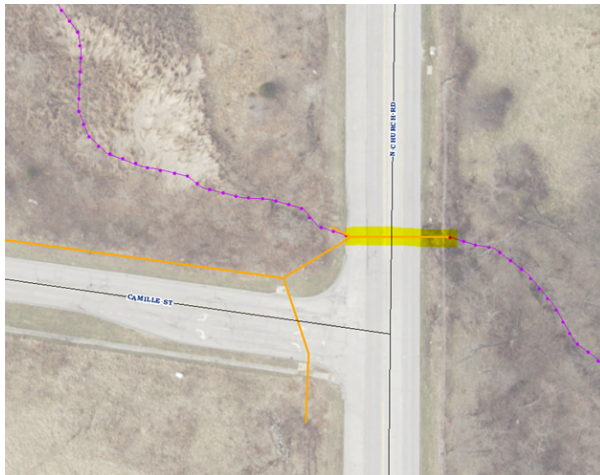


Figure 1 – Project Location

Since that time, a project scope was put together and advertised for bid. The project includes:

- Removal of the failing corrugated metal storm sewer pipe and replacement with reinforced concrete pipe;
- Removal and replacement of the road as necessary for construction to occur; and
- Associated traffic control and utility coordination.

The project was publicly advertised for bid and construction bids were opened on April 30, 2025. There were a total of three bidders as follows:

- Leavenworth Excavating & Equipment Co., Inc. - \$122,633.00
- The Havens Construction Co. Inc. - \$98,475.00
- Tunks Construction LLC. - \$138,210.00

City staff recommend approving an ordinance that will authorize a contracting services agreement with The Havens Construction Co. Inc. for the construction of the City of Liberty Project (25-011) N. Church Rd. & Camille St. Storm Sewer Repair Project in an amount not to exceed \$98,475.00.

Previous Action (if applicable):

CSTOC Approval April 2025

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: April 2025
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 351-70020-201-000000	Amount:\$98,475.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	Amount:
		Funding Source:	Amount:

Attachments:

1. 2025-169 Approve Contract Havens Storm Project 25-011 - ORD
2. Contract_N. Church Storm Repair

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACTING SERVICES AGREEMENT WITH
THE HAVENS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE CITY
OF LIBERTY PROJECT (25-011) N. CHURCH RD. & CAMILLE ST. STORM SEWER
REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED \$98,475.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contracting services agreement by and between the City of Liberty and The Havens Construction Co., Inc. for the construction of City of Liberty Project 25-011 N. Church Rd. & Camille St. Storm Sewer Repair Project with a bid amount of NINETY EIGHT THOUSAND FOUR HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$98,475.00), a copy of said contract services agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

City of Liberty, Missouri
CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT, made and effective as of _____, 2025, by and between the **City of Liberty**, a Missouri municipal corporation, hereinafter referred to as "CITY", and **The Havens Construction, Inc.**, located at 9400 Liberty Drive, Liberty, MO 64068 hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of City: (25-011) N. Church Rd. & Camille St. Storm Sewer Repair

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and attached **City of Liberty General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

☒ such amount as is set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows: NA.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

The City reserves the right, but shall not be bound to, retain 5% of each invoice as retainage. Retainage, if held, is to be released in whole upon final completion.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Agreement shall be completed in a reasonable manner, as defined within Exhibit A, and shall be performed so as not to delay or hinder City's schedule for the

Project. Failure to complete the Work in a reasonable manner, as defined within Exhibit A, shall result in a reduction in the amount due the Contractor under this Agreement in the amount of \$500.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Agreement first above written.

CONTRACTOR

By: _____

Title: _____

Justin M. Bolsenga
Vice President

DATED: _____

5/9/2025

CITY OF LIBERTY, MISSOURI

By: _____

Mayor, Greg Canuteson

DATED: _____

ATTEST: _____

**CITY OF LIBERTY
CONTRACTING SERVICES AGREEMENT
GENERAL CONDITIONS**

1. Independent Contractor.

The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

2. Compliance with Laws.

The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

OSHA

If applicable to any Work undertaken as part of this Contract, Consultant and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo.

Prevailing Wage

Consultant further agrees, to the extent applicable to any Work undertaken as part of this Contract, to pay not less than the prevailing hourly wage of wages to all workers performing any such applicable work under this Contract. The consultant will forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any work done under the Agreement by the Consultant or subcontractor that required payment of prevailing wage under state law. A copy of the most current Missouri Division of Labor Standards Annual Wage Order is attached as an exhibit and made a part hereof.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict.

3. Subcontracts.

The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Contractor.

It is the intention of the Contractor to engage subcontractors for the purposes of:

Sub-Consultant Name	Mailing Address	Contracted Services

4. Indemnification.

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

5. Attorney Fees' and Costs.

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

6. Taxes.

The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City. Tax exempt certificates indicating this tax-exempt status are furnished as attachments to this Contract.

7. Insurance.

Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated in **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

8. Nondisclosure.

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

9. Changes.

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

10. Termination.

The City shall have the right to terminate the Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Agreement an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

11. Multi-year contracts; Non-appropriation.

Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

12. Accounting.

During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

13. Other Contractors.

The City reserves the right to employ other Contractors in connection with the Work.

14. Request for Proposals.

If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Contractor/Services Agreement or proposal of the Contractor, the requirements of the City's

Request for Proposal and this executed Contractor/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement (including **Exhibit A**, "Scope of Work").

15. **Project Records and Work Product.** The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.
16. **Site Operations.** Where appropriate, the City will arrange for the right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.
17. **Personnel.** The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.
18. **Compliance with State Immigration Statutes.**

As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in **Exhibit B**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Agreement awarded to the Contractor.

For all contracts with a total potential value of \$100,000 or more and contractors with ten (10) or more employees: Contractor shall comply with Section 34.600 RSMo. (the Anti-Discrimination against Israel Act) including executing the certification attached as **Exhibit C** hereto.

19. **Representations.**
Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.
20. **Other Representations, Warranties, and Covenants by the Contractor.**
The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Work and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.
21. **Governing/Choice of Law.**
This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.
22. **Counterparts.**
This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.
23. **Bonds.**

The Contractor shall be responsible for providing all bonds and associated bond expenses required as part of this agreement.

24. Permits and Licenses and Easements.

The Contractor shall be responsible for obtaining all permits and licenses and for incurring all expenses associated with those permits and licenses prior to proceeding with the scope of work and services described in this agreement. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64069.

The City shall be responsible for obtaining all necessary easements or other property interests necessary for the scope of work and services described in this agreement.

25. Hours of Performance.

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed between the hours of 7:00 AM to 5:00 PM central time, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with City's written consent, which will not be unreasonably withheld.

26. Inspection and Maintenance.

Materials or workmanship not conforming to:

- a. the City's standard design criteria
- b. the City's technical specifications
- c. job specifications

shall not be accepted by the City and shall be replaced at no cost to the City.

Contractor shall maintain and keep clean the project site and adjacent public Right of Way (ROW). The City reserves the right to require the Contractor to clean the project site and adjacent public ROW at no cost to the City.

27. Other Special Provisions.

The special provisions are set forth in Exhibit A and are incorporated herein by reference and made a part hereof.

28. Additional Contract Documents.

The following additional documents are incorporated herein by reference and made a part hereof:

- a. Exhibit A – Scope of Services
- b. Exhibit B – Affidavit of Participation in Federal Work Authorization Program
- c. Exhibit C – Anti-Discrimination Against Israel Act Certification
- d. Prevailing Wage Requirements
- e. Payment Bond
- f. Performance & Maintenance Bond
- g. American Products Requirements
- h. Tax Exemption Certificate
- i. Technical Specifications
 - i. Supplementary Conditions
 - ii. Job Special Conditions

The documents listed in General Conditions Section 28 are attached to this Agreement (except as expressly noted otherwise above).

- a. There are no Contract Documents other than those listed above in this Article 28.
- b. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Exhibit A
Project Scope and Additional Specifications

1. Scope of Work

The work provided for shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish the full scope of work which generally consists of the following items:

- the removal and replacement of existing storm water infrastructure;
- pavement removal and replacement;
- traffic control;
- erosion control;
- miscellaneous concrete work and all other incidental and related work as required and/or as directed by the City to make a complete and finished job.

More specifically the project location is just north of the intersection of Camille St. and N. Church Rd.

2. Contract Price

All work which is required to complete the full project scope of work but not explicitly enumerated in the below table shall be considered incidental to those items enumerated below.

Line Item #	Description	Estimated Quantity	Unit	Unit Price	Contract Price
1	Mobilization	1.00	LS	\$ 5,500.00	\$5,500.00
2	Traffic Control	1	LS	\$12,700.00	\$ 12,700.00
3	Pipe Removal, 54-in CMP	70	LF	\$ 115.00	\$ 8,050.00
4	Pipe Installation, 54-in RCP	70	LF	\$425.00	\$29,750.00
5	Pavement Removal and Replacement	84	SQYD	\$ 275.00	\$23,100.00
6	Rip Rap Stilling Basin	1	LS	\$12,400.00	\$12,400.00
7	Seeding	1	LS	\$ 2,475.00	\$ 2,475.00
8	Clearing	1	LS	\$2,500.00	\$ 2,500.00
9	Utility Coordination	1	LS	\$ 2,000.00	\$ 2,000.00
GRAND TOTAL CONTRACT PRICE:					\$ 98,475.00

3. Period of Performance and Liquidated Damages

Time is of essence. The Work to be performed shall be done in accordance with the following milestones:

- Construction Start – July 1, 2025
- Substantial Completion – August 1, 2025
 - Substantial Completion is the date on which the work is sufficiently complete so that the Owner can occupy and use the Project for its intended purposes which in this case shall refer to the opening of N. Church Rd. to traffic.
- Final Completion – August 15, 2025
 - Final Completion is the date when all work and restorations are complete.

and shall be performed so as not to delay or hinder City's schedule for the Project.

4. Insurance

The Contractor shall provide insurance as follows:

- Comprehensive General Liability: Minimum \$3,370,137 combined single limit for bodily injury and property damage
- Comprehensive Automobile Liability: \$2,000,000 combined single limit.
- Workers Compensation: Statutory requirements.
- Employers Liability: \$2,000,000 each employee, \$2,000,000 each accident and \$2,000,000 policy limit.

Exhibit B

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now _____ as _____ first being duly sworn, on my oath,
(name) (office held)
affirm _____ ("Company") is enrolled and will continue to participate in a federal work
(company name)
authorization program in respect to employees that will work in connection with the contracted
services related to _____ of the City of Liberty and
any incidental items associated with this work for the duration of the contract, if awarded, in accordance with
Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
for the duration of the contract, if awarded. Attached to this affidavit is documentation of the
Company's participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM.
ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS
- 208.009 RSMo.)**

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).


Signature (person with authority)

Justin Bol Senga
Printed Name

Vice President
Title

4/30/2025
Date

State of Missouri)

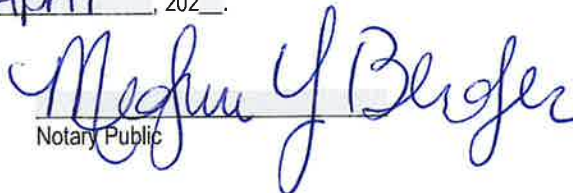
County of Clay)

ss.

Subscribed and sworn to before me this 30th day of April, 2025.

My commission expires:

04/09/2029


Notary Public

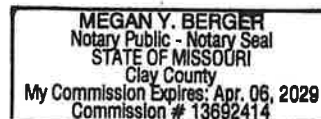


Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

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

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

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

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

CONTRACTOR

By: 
[signature]

Justin Bolsenga
Print Name

Its: Vice President
[list title]

34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section [536.010](#), that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of [chapter 536](#) and, if applicable, section [536.028](#). This section and [chapter 536](#) are nonseverable and if any of the powers vested with the general assembly pursuant to [chapter 536](#) to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

- 1.01 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract.
- 1.02 The hourly rate of wages shall not be less than the wages stated in:

Missouri Division of Labor Standards

Annual Wage Order No. 31

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

- 2.01 Contractor shall submit weekly payroll records with each monthly payment application.
- 2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.
- 2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

- 3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.
- 3.02 The contractor will forfeit a penalty to the City of Liberty of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

PAYMENT BOND

CONTRACTOR (name and address):

The Havens Construction Co., Inc.
9400 Liberty Drive
Liberty, MO 64068

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

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056

OWNER (name and address):

City of Liberty, Missouri
101 E. Kansas St., Liberty MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: Ninety Eight Thousand Four Hundred Seventy Five and No/100 Dollars (\$98,475.00)

Description (name and location): (25-011) N. Church Rd. & Camille St. Storm Sewer Repair

BOND

Bond Number: 9477749

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: Ninety Eight Thousand Four Hundred Seventy Five and No/100 Dollars (\$98,475.00)

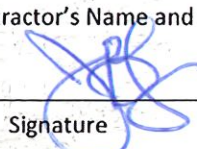
Modifications to this Bond Form: ☒ None ☐ See Paragraph 19

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

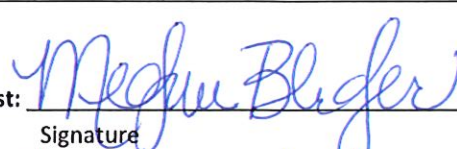
CONTRACTOR AS PRINCIPAL

The Havens Construction Co., Inc. (seal)

Contractor's Name and Corporate Seal

By: 
Signature

Justin M. Bolsenga
Print Name Vice President

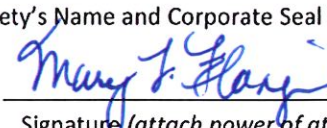
Title
Attest: 
Signature

Cost Administrator
Title

SURETY

Fidelity and Deposit Company of Maryland (seal)

Surety's Name and Corporate Seal

By: 
Signature (attach power of attorney)

Mary T. Flanigan
Print Name

Attorney-in-Fact
Title

Attest: 
Signature Kellie A. Meyer

Witness
Title Surety Phone No. (847) 605-6000

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

p

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

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:

PERFORMANCE AND MAINTENANCE BOND

CONTRACTOR (name and address):

The Havens Construction Co., Inc.
9400 Liberty Drive
Liberty, MO 64068

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

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056

OWNER (name and address):

City of Liberty, Missouri
101 E. Kansas St., Liberty MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: Ninety Eight Thousand Four Hundred Seventy Five and No/100 Dollars (\$98,475.00)

Description (name and location): (25-011) N. Church Rd. & Camille St. Storm Sewer Repair

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: Ninety Eight Thousand Four Hundred Seventy Five and No/100 Dollars (\$98,475.00)

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

The Havens Construction Co., Inc. (seal)

Contractor's Name and Corporate Seal

By: _____
Signature

Justin M. Bolsenga
Vice President
Print Name

Title _____
Attest: Meghan Berger
Signature
Cost Administrator
Title

SURETY

Fidelity and Deposit Company of Maryland (seal)

Surety's Name and Corporate Seal

By: Mary T. Flanigan
Signature (attach power of attorney)

Mary T. Flanigan
Print Name

Attorney-in-Fact
Title

Attest: Kellie A. Meyer
Signature Kellie A. Meyer

Witness
Title
Surety Phone No. (847) 605-6000

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3; otherwise to be in full force and effect.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

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

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

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

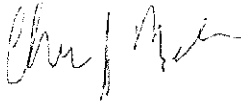
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Debra J. SCARBOROUGH, Kellie A. MEYER, Christy M. BRAILE, Mary T. FLANIGAN, Tahitia M. FRY, Rebecca S. LEAL, C. STEPHENS GRIGGS, Lauren SCOTT, Veronica LAWVER, Danielle R. CAPPS, Kristin D. THURBER, Patrick T. PRIBYL, Evan D. SIZEMORE, Jeffrey C. CAREY, Charles R. TETER, III, Hillary D. SHEPARD, Erin C. LAVIN, Marilana WALKER, all of Kansas City, Missouri,, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

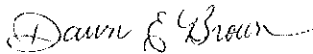
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of March, A.D., 2025.

ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Christopher Nolan
Vice President

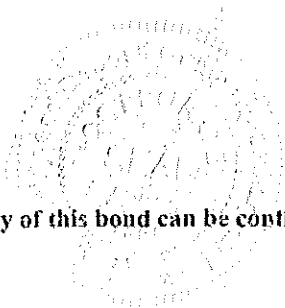


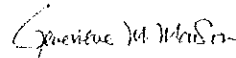
By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of March A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, *Attorneys-in-Fact*. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this _____ day of _____.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



May 8, 2025

City of Liberty, Missouri
101 E. Kansas St.
Liberty, MO 64068

Re: Havens Construction Co., Inc.
Bond #9477749
(25-011) N. Church Rd. & Camille St. Storm Sewer Repair
Bond Amount: \$98,475.00

To Whom It May Concern:

This letter will serve as your authority to date the Bonds and the Powers of Attorney on the above captioned project.

Very truly yours,

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

Mary T. Flanigan
Attorney-in-Fact

AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODITIES

- 1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

- 2.01 The requirements of this form are not required when:
- A. Only one line of a particular good or product is manufactured or produced in the United States;
 - B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
 - C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.
- 2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.



MISSOURI PROJECT EXEMPTION CERTIFICATE

AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

NAME OF PERSON TO CONTACT AND PHONE #, IF QUESTIONS: **John Findlay, City Engineer - 816.439.4507**

PROJECT # ASSIGNED: _____

PROJECT DESCRIPTION: _____

PROJECT LOCATION: **City of Liberty, Missouri** – _____

DATE OF CONTRACT: _____

DATE PROJECT TO BEGIN: _____

ESTIMATED PROJECT COMPLETION DATE: _____

REVISED COMPLETION DATE: _____

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

ATTACHED IS THE STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

APPROVED

APPROVED

DIRECTOR OF FINANCE

DATE

CITY ENGINEER

DATE

INSTRUCTIONS

EXEMPT ENTITY-A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Certificate Expiration Date.

CONTRACTOR/SUBCONTRACTOR- The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase on behalf of the exempt entity, all tangible personal property to be incorporated or consumed in the construction of that project and no other on a tax exempt basis. **A COPY OF EACH CERTIFICATE MUST BE RETAINED BY THE PURCHASER FOR A PERIOD OF FIVE YEARS.**

MATERIAL SUPPLIER-A completed copy of this exemption certificate along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

- 1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of Technical Specifications for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.
- 1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.
- 1.03 The aforementioned Technical Specifications are available online at:
<https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications>. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

- 2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.
- 2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.

**JOB SPECIAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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SPC-1.01 Scope of Work

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish all work as explicitly defined within the Contract documents along with other incidental and related work as set forth in these specifications and as directed by the Engineer to make a complete and finished job.

SPC-2.01 Contract Special Conditions

The work shall conform to these special conditions and to the Liberty Technical Specifications as referenced herein. The Liberty Technical Specifications (Latest Edition) will govern as though it were repeated verbatim herein, except as modified or superseded by these special provisions.

SPC-3.01 Contractor Furnished Staking

- A. The Contractor shall furnish stakes, and surveys, and other materials as may be required for the proper staking and laying out of the work, and in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said work.
- B. All survey and staking work performed under this contract shall be done to the lines, grades and elevations shown on the plans and shall be subsidiary to the contract. No direct payment for this work will be made to the Contractor.
- C. Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense.
- D. The Contractor shall be responsible for all monuments, property corners, bench marks, reference points and stakes, and in case of willful or careless destruction of same, will be charged with the resulting expense of replacement, and he/she shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes causes a delay in the work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners, or bench marks that have been moved or destroyed, the Contractor will be charged with the resulting expense of replacement.

SPC-4.01 Traffic Control and Routing

All costs for traffic control and Routing shall be considered included within contract line item "Traffic Control" and no additional payment shall be allowed.

- A. N. Church Rd shall be closed to all vehicular traffic during the removal and replacement of storm sewer pipe. A dedicated detour using the below route shall be required.



- B. Construction operations shall be coordinated to result in the least practicable delay to pedestrians and traffic. Where applicable pedestrians shall be routed safely around construction areas and sidewalks shall be closed appropriately with proper traffic control barricades, cones, sidewalk closure signage, and temporary fencing as needed for safety. Access to adjoining businesses and residences will be maintained at all times.
- C. Closures and detour routes shall conform to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) pertaining to traffic controls for streets and highway construction. The Contractor shall furnish all signs, barricades, warning lights, and all other equipment necessary to direct and reroute traffic and shall furnish all flagmen and other personnel necessary to provide the required traffic control. All signs, barricades and warning lights used on the project shall conform to the latest edition of the MUTCD.
1. The Contractor shall be required to provide a minimum of (3) message boards (conforming to the latest edition of the MUTCD) alerting the public to the closure and detour beginning one week prior to closures and detours taking effect and are to remain in place until such time as the closure and detour are no longer necessary.
- D. When construction requires machinery or men to be in an intersection or roadway, barricades shall be placed and a flagman shall control the intersection or roadway traffic. Barricades shall be moved back out of the intersection or roadway as shown in the same detail after the construction operation is complete.
- E. Barricades and/or signs shall not be removed from a resurfaced or patched street until said street's temperature has cooled such that marks will not occur in the street surface once it is opened to traffic. Such determination will be made by the Engineer or his representative in the field.

- F. The Project Inspector and Contractor's representative on this project will make inspections of the traffic control devices installed as part of this contract and maintain record of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records.
- G. The Contractor will be required at the time of the preconstruction conference to:
 - 1. Provide a schedule regarding the proposed location, length and approximate timing of traffic closures for construction activities;
 - 2. Provide a traffic control plan showing placement of all signage, barricades, message boards and other equipment necessary for the closure and detour;
 - 3. Designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours.

This information will be provided to the City Engineer for review and approval.

- H. The Contractor shall be responsible for contacting the City Engineer, local police, fire, ambulance and other emergency services of closures a minimum of 1-week prior to commencing such closure.
- I. The City of Liberty, Missouri reserves the right to make adjustments or revisions in traffic handling requirements which may become necessary after construction on the project has started. These changes will be determined on the basis of periodic inspections throughout the duration of the project. Notice of such change will be transmitted to the Contractor and it will be his responsibility to make the necessary changes as soon as practicable after receipt of the notification.

SPC-5.01 Fees for Construction Permits

The City agrees to waive all fees for City issued construction permits associated with the work to be done under this contract. Fees for occupation license, as required by the City, will be the responsibility of the Contractor and subcontractors to secure prior to the start of work and shall be subsidiary to the Contract.

All permits necessary for work which are not City issued shall be subsidiary to the contract and no direct payment will be made to the Contractor. Such permits shall be secured by the Contractor prior to the start of work.

SPC-6.01 Restoration of Yards

There shall be no direct payment made for the restoration of yards disrupted in conjunction with this project (unless otherwise specified in these Special Conditions). The Contractor shall contain all construction activities to within the public right-of-way and easement lines. All yards damaged beyond the construction limits shall be restored to at least equal to current condition as approved by the Engineer. Such work shall include grading, preparation of topsoil, and placement of seed, fertilizer, and mulch to repair lawn damaged by the Contractor's construction operations. No direct payment will be made to the Contractor for restoration of yards beyond the limits of the work as shown on the plans except as otherwise approved by the Engineer. Restoration shall occur within fourteen (14) calendar days of disruption.

SPC-7.01 Asphalt Pavement – Material and Placement Requirements

Asphalt surface materials and placement be in conformity with the City of Liberty Design Criteria and Technical Specifications.

- A. The Contractor shall provide a smooth transition from the resurfaced roadway section to the existing pavement as directed by the Engineer or his representative in the field.

All Asphalt Pavement shall be subsidiary to the bid item, "Pavement Removal and Replacement".

SPC-8.01 Surface Structures Affected by Construction

All pavement, surfaces, driveways, curbs, walks, buildings, traffic signs, utility poles, guy wires and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards, parks and parking, shall be maintained and if removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such surface structures or parts thereof shall be made with new materials conforming to the requirements of these specifications or, if not specified, as approved by the Engineer, at the Contractor's own cost and expense, unless otherwise provided by the contract.

SPC-9.01 Safety of the Public

The Contractor shall provide temporary walks, fencing, barricades and other protective measures as necessary to insure the safety of the public traversing the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the Contractor with due regard to location, appearance, and hazard potential to the traveling public. All work necessary shall be subsidiary to the contract and no direct payment will be made to the Contractor.

- A. Public Notification: The Contractor shall place door hangar notifications on all residences and businesses adjacent to work at least 48 hours prior to start of intended work at said locations. Door hangar notifications shall be supplied and placed by the Contractor. Engineer shall review and approve proposed door hangars prior to printing and placement.

Emergency No Parking Signage (Temp.): Contractor may supply and place emergency no parking signage as needed adjacent to work at least 48 prior to start of intended work. Cars that are parked in the way of construction shall be tagged with a non-stick notice under the driver side windshield wiper a minimum of 48 hours prior to start of intended work, vehicles that have been tagged will be towed at the owner's expense by the contractor. The contractor shall notify the City project inspector for final approval prior to towing. Towing shall only be a last resort after all other means of contacting the owner are exhausted.

Sec. 20-143. - No parking for construction activities.

Pursuant to section 20-121, parking is prohibited at all times, when temporarily posted as such, to facilitate public construction activities. Any vehicle parked within the posted temporary No Parking areas will be towed at the owner's expense.

Ord. No. 6696, § 6, 11-8-93

- B. Emergency Services Notification: The Contractor shall coordinate construction activities with the City project inspector so they may notify City emergency dispatch, City public relations, postal service, school district, trash collection, etc. as necessary.

SPC-10.01 Dimensions and Elevations

It is the intent of this project to match existing dimensions and elevations unless otherwise notified. The Contractor shall verify all dimensions and elevations. Any discrepancy between the dimensions and elevations shown on the plans and those found by the Contractor shall be supplied to the Engineer for approval prior to construction.

SPC-11.01 Concrete

All Concrete materials and placement shall be in conformity with the City of Liberty Design Criteria and Technical Specifications.

- A. Contractor shall be allowed, but not required, to use High Early Strength Concrete in order to meet the established project milestones.
- B. Contractor shall be responsible for having a qualified third-party conduct cylinder testing for all Concrete pours. Data from the 3rd, 7th and 28th day breaks shall be provided to the City for review. All Concrete which does not reach a compressive strength of 4-ksi by the 28th day shall be removed and replaced by the Contractor at no additional cost to the City.

All costs associated with Concrete and testing shall be subsidiary to the bid item, "Pavement Removal and Replacement".

SPC-12.01 Concrete Curb and Gutter, Removal & Replacement

Except as modified or stipulated herein, curb and gutter removal and replacement shall conform to the requirements of Section 2100 as contained in the Technical Specifications for Public Improvement Projects of the City of Liberty, Missouri.

- A. Removal and Replacement: The Contractor shall saw cut the limits of the Curb and Gutter removal. The saw cut shall be the full depth of the Curb and Gutter. The Contractor shall place new Curb and Gutter to meet the City of Liberty technical specifications for Curb and Gutter. Curb and Gutter sections shall be no less 5' in length.
- B. Asphalt patching in streets adjacent to replaced Curb and Gutter shall be done by sawcut, milling, or other means so as to leave a neat, clean, straight edge where matching adjacent pavements. Patches may be filled with full depth asphalt, or by concrete up to 1.5" below finished pavement elevation followed by 1.5" Hot Mix Asphalt surface placed to finished surface elevation. Patching is required at all areas the same day in which forms are removed.

All Concrete Curb and Gutter and associated Patching (concrete and/or asphalt) shall be considered incidental shall be subsidiary to the bid item, "Pavement Removal and Replacement".

SPC-13.01 Rip Rap Stilling Basin

- A. A Rip Rap Stilling Basin shall be provided in conformity with the below provided Profile, Plan, specified dimensions and Rip Rap properties.
 - Wb = 30 ft
 - Wo = 4.5 ft
 - Lb = 37 ft
 - Ls = 25 ft
 - La = 12 ft
 - hs= 2.5 ft
 - Rip Rap D50 = 12 in (Rip Rap shall have a specific gravity of 2.65)
 - An approved Geotextile shall be placed under all Rip Rap.

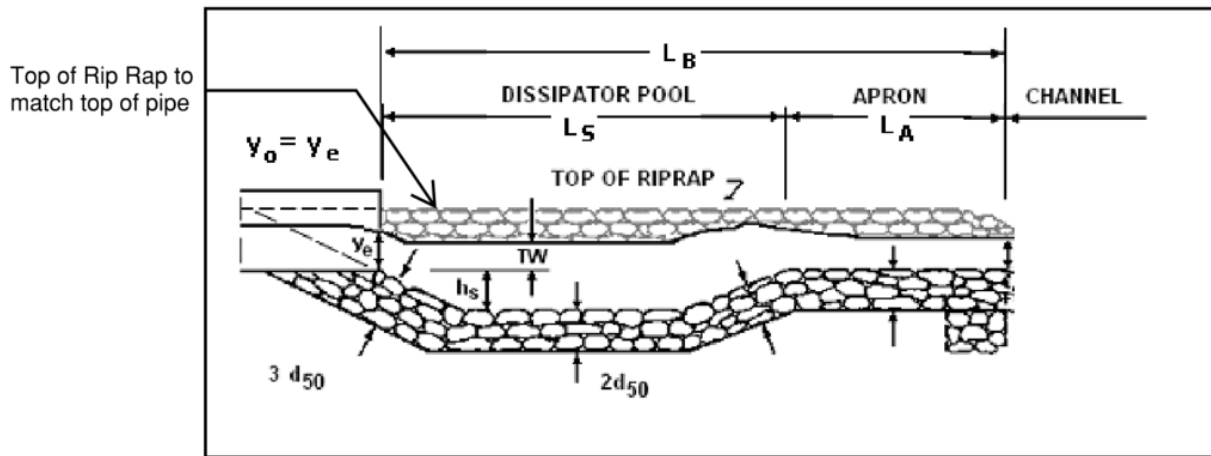


Figure 10.1. Profile of Riprap Basin

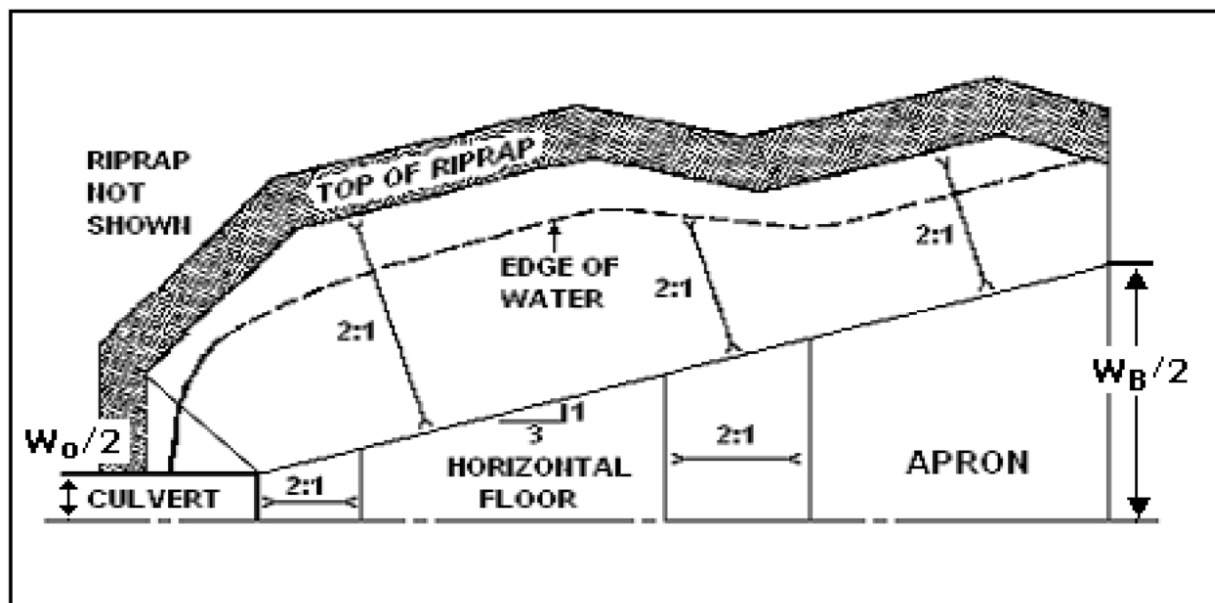


Figure 10.2. Half Plan of Riprap Basin

SPC-14.01 Staging and Stockpile Locations

- A. The Contractor shall be required to obtain permission from the OWNER on location and size of material and equipment staging areas and material stockpile locations. Usage of staging and/or stockpile locations without prior permission shall result in application of daily Liquidated Damages in the amount of \$250.00 until such time as material and equipment's are removed or approval is granted.

SPC-15.01 Measurement and Payment

- A. General:
 1. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the contract documents that will be directly paid for at the price bid per unit of measure.

2. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted bidder. Unit price payments will be based upon the measurement of installed items. Unit prices and lump sums shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the contract documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price item to which it pertains.
3. Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows:

B. Mobilization:

1. This work will not be measured for payment, but will be considered a lump sum price.
2. Payment shall be full compensation for furnishing all bonds, materials, labor, equipment and tools for deployment of laborers and equipment to the site, site preparation, temporary utility installation, final site clean up and demobilization.
3. Payment of this item shall be lump sum by the following schedule:
 - a. When 5 percent or more of the original contract amount is earned, 50 percent.
 - b. When 10 percent or more of the original contract amount is earned, an additional 25 percent.
 - c. When 25 percent or more of the original contract amount is earned, an additional 25 percent.

C. Project Videotaping

1. Prior to construction, the Contractor shall videotape the entire extent of the project. The videotaping may be conducted on foot. The videotape shall show the existing conditions on the project. Details of such items as fences, sidewalks, landscaping, and driveways shall be clearly shown.
2. After construction, the Contractor shall conduct a second videotaping, showing the same extents and level of detail as specified above. A copy of both video tapes shall be submitted to the Owner for record keeping purposes. No direct payment will be made for project videotaping, but shall be considered subsidiary to the bid item, "Mobilization".

D. Traffic Control:

1. This work will not be measured for payment, but will be considered a lump sum price.
2. Payment shall be full compensation for furnishing all plans, materials, labor, equipment and tools for the deployment, maintenance and modification of Traffic Control and Routing.
3. Payment of this item shall be lump sum by the following schedule:
 - a. Upon implementation of all Traffic control measures, 50 percent.
 - b. Upon removal of all Traffic control measures, an additional 50 percent.

E. Pipe Removal, 54-in CMP:

1. Payment for the removal of improvements shall be paid by the linear foot of 54-in CMP removed. Payment shall be full compensation for the removal of all improvements (excluding pavement removal) within construction limits including unless otherwise noted in the contract

and shall include all materials, labor, equipment, excavation, disposal of and incidentals necessary to complete the work.

2. Payment will be calculated based upon the linear footage of pipe removed.

F. Pipe Installation, 54-in RCP:

1. Payment for the installation of 54-in RCP shall be paid by the linear foot of pipe installed. Payment shall be full compensation for the installation of all pipe, connections to/from existing structures, repairs/modifications to existing structures deemed necessary as part of this project, installation and placement of outfall armoring, fill material and shall include all materials, labor, equipment, excavation, disposal of and incidentals necessary to complete the work.
2. Contractor shall be allowed to, but not be required to, use Flowable Fill in conformity with the City of Liberty Technical Specifications. Flowable Fill or other suitable and approved fill materials as chosen by the Contractor shall be subsidiary to the bid item, "Pipe Installation, 54-in RCP".
3. Payment will be calculated based upon the linear footage of pipe installed.

G. Pavement Removal and Replacement:

1. Payment for the removal and replacement of asphaltic and/or concrete Pavement shall be paid by the Square Yard of pavement placed and shall include all materials, labor, equipment, excavation, disposal of and incidentals necessary to complete the work.
2. Payment will be calculated based upon the Square Yard of pavement placed.

H. Rip Rap Stilling Basin:

1. This work will not be measured for payment, but will be considered a lump sum price.
2. Payment shall be full compensation for furnishing all materials, labor, equipment and tools for the construction of the Rip Rap Stilling Basin.
3. Payment of this item shall be lump sum by the following schedule:
 - a. Upon completion and acceptance of Stilling Basin 100 percent.

I. Seeding:

1. This work will not be measured for payment, but will be considered a lump sum price.
2. Payment shall be full compensation for furnishing all materials, labor, equipment and tools for the seeding and restoration of all disturbed areas.
3. Payment of this item shall be lump sum by the following schedule:
 - a. Upon seeding of all areas identified by the City 100 percent.

J. Clearing:

1. This work will not be measured for payment, but will be considered a lump sum price.
2. Payment shall be full compensation for furnishing all materials, labor, equipment and tools for the clearing of all areas as required to complete the project.
3. Payment of this item shall be lump sum by the following schedule:
 - a. Upon clearing of all areas required for the project scope of work 100 percent.

K. Utility Coordination:

1. This work will not be measured for payment, but will be considered a lump sum price.

2. The Contractor shall coordinate with all utility providers in the vicinity of the project and provide potholing to ascertain utility elevations prior to construction. Payment shall be full compensation for furnishing all materials, labor, equipment, tools, communications and work required for coordination with Utilities.
3. Payment of this item shall be lump sum by the following schedule:
 - a. Upon removal of the existing storm sewer pipe 50 percent.
 - b. Upon installation of the new storm sewer pipe 50 percent.



**CITY COUNCIL
ACTION REPORT**
Meeting Date: May 19, 2025
A/R No.: 2025-170

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: Ordinance approving a contractor services contract with OWN, Inc. for geotechnical investigation for the City Hall Police Building addition in an amount not to exceed \$25,950.00

Summary:

- City Council previously approved an architect contract for the final design of the approximately 12,000 SF Police addition to City Hall on April 8, 2025.
- Geotechnical soil boring investigation, laboratory testing, and a final geotechnical report are required in order to design the foundation for the building addition.
- Requests for proposals were sought from four geotechnical firms on the City's Consultant pre-qualification list.
- Approve an ordinance approving a contractor services contract with OWN, Inc. for the geotechnical investigation for the City Hall Police Building Addition in an amount not to exceed \$25,950.00.

Background:

On April 8, 2025, the Liberty City Council approved the architectural contract for the final design of the City Hall Police Building Addition.

In order to proceed with the design of the foundation for the addition, soil boring and laboratory testing investigations of the existing soils in the expansion area need to be investigated to verify that existing soil and bedrock will support the expansion. The scope involves boring 17 locations, laboratory testing soil samples, and preparing an engineering report with the findings of the exploration and recommendations for site development and foundation design.

City staff requested proposals from four geotechnical firms on the City of Liberty consultant pre-qualification list. Two firms opted out of submitting due to their current work backlog. Proposals were received from OWN, Inc. and Braun Intertech. The City selected to move forward with OWN, Inc. for a contract. The investigation and report will be completed by the end of June 2025.

City staff recommends approving an ordinance approving a contractor services contract with OWN, Inc. for the Geotechnical Investigation for the City Hall Police Building addition in an amount not to exceed \$25,950.00.

Previous Action (if applicable):

- Council approved Phase 1 of the City Hall Police and MEP Study with Hoefer Welker in the amount of \$215,900.00 – September 23, 2024

- Council approve Phase 2 of the City Hall Police and MEP Design in the amount of \$1,485,232.00 – April 28, 2025

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
x Non-Budgeted	Line Item: 354.59026.610.000000	Amount: \$25,950.00
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2025-170 Approve Contract with OWN for Geotech City Hall - ORD
2. Geotech Contractor Services Contract OWN Signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH OWN, INC. FOR THE
GEOTECHNICAL INVESTIGATION FOR THE CITY HALL POLICE BUILDING
ADDITION PROJECT IN AN AMOUNT NOT TO EXCEED \$25,950.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an Agreement by and between the City of Liberty and OWN, Inc. for the geotechnical investigation associated with the City Hall Police Addition Project in an amount not to exceed TWENTY-FIVE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$25,950.00). A copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by the City Council this ____ day of _____, 2025.

MAYOR, Greg Canuteson

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2025.

MAYOR, Greg Canuteson

City of Liberty, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, ____ 202__, by and between the **City of Liberty**, a Missouri municipal corporation, hereinafter referred to as City, and **OWN, Inc.**, located at **3213 S. West Bypass, Springfield, MO 65807** hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of City:

Geotech Boring & Report - Liberty City Hall Police Building Addition

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and attached **City of Liberty General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

☒ a sum not to exceed **\$25,950.00**.

or (if above box is not checked):

☐ such amount as is set forth on an attached **Exhibit A** that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows: **See Exhibit A**

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

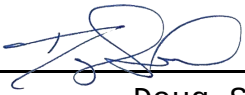
IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Agreement shall be commenced upon agreed Notice to Proceed, and shall be completed in a reasonable manner, and shall be performed so as not to delay or hinder City's schedule for the Project. Failure to complete the Work by the completion date for circumstances within the Contractor's control shall result in a reduction in the amount due the Contractor under this Agreement in the amount of \$100.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Agreement first above written.

CONTRACTOR

CITY OF LIBERTY, MISSOURI

By: 
Doug Simon

Name and Title: Field Services Div. Leader

By: _____
[City Mayor]

DATED: 5/15/25

DATED: _____

ATTEST:

**CITY OF LIBERTY
CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS**

Independent Contractor. The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. If applicable to any Work undertaken as part of this Contract, Contractor and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo. Contractor further agrees, to the extent applicable to any Work undertaken as part of this Contract, to pay not less than the prevailing hourly wage of wages to all workers performing any such applicable work under this Contract. The Contractor will forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any work done under the Agreement by the Contractor or subcontractor that required payment of prevailing wage under state law. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Contractor shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Contractor in an effort to resolve any such conflict.

Subcontracts. The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Contractor.

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

Attorney Fees' and Costs. The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

Taxes. The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the General Conditions.

Insurance. Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Exhibit A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Exhibit A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City

and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

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.

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

Termination. The City shall have the right to terminate the Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Agreement an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Other Contractors. The City reserves the right to employ other Contractors in connection with the Work.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Contractor/Services Agreement or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contractor/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement (including **Exhibit A**, "Scope of Work").

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for the right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in Exhibit B. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Agreement awarded to the Contractor.

For all contracts with a total potential value of \$100,000 or more and contractors with ten (10) or more employees: Contractor shall comply with Section 34.600 RSMo. (the Anti-Discrimination against Israel Act) including executing the certification attached as Exhibit C hereto.

Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

Other Representations, Warranties, and Covenants by the Contractor. The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Work and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Other Special Provisions. The special provisions set forth on Exhibit A are incorporated herein by reference and made a part hereof.

EXHIBIT A [Insert specs or

Contractor's proposal



WeAreOWN.com

866.866.2741
info@weareown.com

CIVIL ENGINEERING

LAND SURVEYING

FIELD SERVICES

Project Proposal for

Police Building Addition

101 E Kansas St. Liberty, Mo 64068



City of Liberty, Missouri
Mayor Greg Canuteson
101 E Kansas St.
Liberty, MO 64068

May 9, 2025

Proposal # PSP31-25-0922

Prepared by OWN, Inc., 3213 S. West Bypass, Springfield, MO 65807



Engineering Beyond.

OWN, Inc. is a 100% employee-owned engineering firm. Our core offerings include **Civil Engineering, Land Surveying, and Field Services**. Our talented team helps shape the built environment across the country from our offices in Missouri, Kansas, Arkansas, and Florida. No matter the project or scope, our clients enjoy problem solving and service that goes beyond the expected.



Principles

We believe in the value of relationships that last. That it's appreciated when you handle things with the attention and urgency you'd expect of a friend. And asking bigger questions will lead to better solutions. No matter if the challenge we're resolving is massive or mundane, our approach is rooted in the principles that guide our work each day:

- OWNERS DO IT BETTER
- RESPONSIVENESS IS A SUPERPOWER
- SUCCESS IS NOT A LIMITED RESOURCE
- FUN MATTERS
- PEOPLE ARE AT THE CENTER OF IT ALL

Services

CIVIL ENGINEERING

- DEVELOPMENT SERVICES
- SITE DESIGN
- CONCEPTUAL DESIGN
- DUE DILIGENCE
- PERMITTING
- COMMUNITY ENGAGEMENT
- FUNDING ASSISTANCE
- ROADWAY DESIGN
- TRAFFIC
- BRIDGE
- SIDEWALKS & TRAILS
- STORMWATER
- WASTEWATER
- WATER

LAND SURVEYING

- BOUNDARY/ALTA SURVEYING
- TOPOGRAPHIC SURVEYING
- HYDROGRAPHIC SERVICES
- PHOTOGRAMMETRY (DRONE)
- LIDAR (MOBILE, TERRESTRIAL, DRONE)
- CONSTRUCTION SURVEYING
- GEOGRAPHIC INFO SYSTEMS (GIS)

FIELD SERVICES

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- DRILLING
- CONSTRUCTION INSPECTIONS
- CONSTRUCTION MATERIAL TESTING (CMT)



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LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES



May 9, 2025

City of Liberty, Missouri
Mayor Greg Canuteson
101 E Kansas St.
Liberty, MO 64068

Re: OWN Proposal # PSP31-25-0922
Police Building Addition
101 E Kansas St. Liberty, Mo 64068

Dear Mayor Greg Canuteson,

OWN, Inc. appreciates the opportunity to provide City of Liberty, Missouri (“Client”) with a letter of agreement for professional services for a new building addition to the Liberty City Hall Police Department (“Project”). We understand the project will be located on approximately 0.92 acres along 101 E Kansas St. Liberty, Mo 64068 and consist of an approximately 11,488 square foot, 2-story building addition. Please find our proposed Scope of Services for this project outlined below.

OWN, Inc. (hereafter referred to as “OWN”) agrees to provide its services in accordance with the applicable standards of care for projects of similar geographic location, quality and scope as defined in the included General Conditions. Services shall be completed pursuant to the terms of this Letter of Agreement and incorporated General Conditions (hereinafter referred to as the “Agreement”).

SCOPE OF SERVICES

The Scope of Services outlined below is prepared based on our conversation with the Client and resources provided by the Client regarding the project.

GEOTECHNICAL ENGINEERING \$25,950

- PROJECT UNDERSTANDING: We understand that this project consists of a 11,488 square foot, 2-story addition to the existing Liberty City Hall building. OWN also understands that the building will be supported by deep foundations that bear on bedrock.

Historical aerials dating back to the late 1950s shows that the site has been developed for several decades. The current building on the site was constructed between the 1970s and early 1980s and has remained largely unchanged to the present day.
- DRILLING: As requested by the Client, our proposal for soils exploration includes drilling seventeen (17) borings to depths of approximately 35 feet or until auger refusal within the footprint of the addition. Additionally, we will collect three (3) 10-foot rock core runs from selected boring locations. OWN anticipates drilling and sampling can be completed in 4 days. Soil borings will be drilled with a truck mounted drill rig. Soil samples will be taken in the borings for laboratory testing using the split spoon sampling method.
- LABORATORY TESTING: Some of the soil samples will be tested for moisture content, Atterberg limit values, compressibility and/or compressive strength.

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES



- **REPORT:** An engineering report will be issued with the findings of the exploration and recommendations for site development and foundation design. An electronic copy of the report will be issued.

TOTAL FEE FOR THE ABOVE SERVICES

\$25,950

Reimbursable Expenses

The Client shall be responsible for all reimbursable expenses incurred during the project, including a 15% markup on up-front reimbursable expenses if required to be paid by OWN. Typical reimbursable expenses may include travel, mileage, printing, delivery or courier services. The Client is responsible for city submittal fees, city review fees, state submittal fees, state review fees, permit fees, etc.

Assumptions

OWN has made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows.

- OWN assumes that all right-of-ways, easements, property ownership issues, and private utilities affecting the project will be provided by Client to OWN. OWN will make a Utility Locate call to identify public utilities; however, OWN assumes that all public utilities will be located accurately by the Utility Locator. OWN also assumes that all private utilities will be marked properly by the owner. OWN cannot be held liable for any mis-marked or unmarked utilities, which may result in plan revisions, project delays, change orders, and/or additional services.
- This scope of work assumes that an excavator and operator will be provided for test pit excavation. If OWN is required to supply the equipment and operator, advance notice must be given prior to mobilization to allow for proper coordination. Additional mobilization and travel costs will apply.
- OWN assumes no special safety training or access is required.
- OWN should be informed of any special requirements for the handling, disposal, or transportation of soils.

Additional Service Items

Should Client request work not specifically described and included in this Agreement, such as additional services, OWN shall provide the Client with a written scope and fee for these services. OWN shall not commence work on additional services without Client's prior approval in writing or as otherwise authorized.

COMPENSATION

Compensation for OWN's services shall be a Lump Sum fixed fee of **\$25,950**. The OWN, Inc. Fee Schedule is subject to adjustment on an annual basis from the date of this agreement. Reimbursable expenses are in addition to the amounts shown herein.

These financial arrangements are proposed with the assumption that Project invoices will be paid promptly and the Project will progress orderly and continuously. Invoices are due upon receipt regardless of whether the Client has been, or is to be, reimbursed by any other party. In the event Client disputes any invoice item, Client shall give OWN written notice of such disputed item within five (5) days after receipt of such invoice and shall pay to OWN the undisputed portion of the invoice according to the General Conditions hereof. A service charge of 1.5% per month is assessed on accounts 45 days past due.

SCHEDULE FOR SERVICES

Unless otherwise agreed, OWN would expect to begin performing its services under this Agreement promptly upon notice to proceed. We will provide our draft report by Tuesday, June 10, 2025 and final report by Wednesday, June 18, 2025.

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES



TERMS AND CONDITIONS

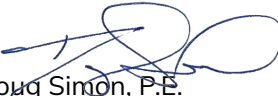
The scope of services will be provided in accordance with the City of Liberty contract documents pending OWN review and mutual acceptance.

The Agreement represents the entire understanding between Client and OWN with respect to the Project and may only be modified in writing signed by both parties. This proposal will be open for acceptance for a period of thirty (30) days from the date set forth above, unless changed by OWN in writing.

Thank you for the opportunity to provide professional services for this project, we look forward to working together soon. Let us know if you have any questions or need any additional information. Please sign in the space provided and return an executed original to OWN.

Sincerely,

OWN, Inc.


Doug Simon, P.E.
Field Services Division Leader


Haleigh Stephenson
Project Geologist

The signer below acknowledges they have full authority to bind the Client to this Agreement. The signature indicates authorization to proceed and that the Client has reviewed and accepted this Letter of Agreement for Professional Services and General Conditions.

City of Liberty, Missouri

Signature: _____

Name: _____

Title: _____

Date: _____

Client Representative (if different from above): _____

Client Accounts Payable Information

AP Contact Name: _____

AP Contact Phone Number: _____

AP Email Address: _____

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

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Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

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

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

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

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

CONTRACTOR

By: _____
[signature]

Print Name

Its: _____
[list title]

34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.
3. As used in this section, the following terms and phrases shall mean:
 - (1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;
 - (2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;
 - (3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.
4. Any contract that fails to comply with the provisions of this section shall be void against public policy.
5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section [536.010](#), that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of [chapter 536](#) and, if applicable, section [536.028](#). This section and [chapter 536](#) are nonseverable and if any of the powers vested with the general assembly pursuant to [chapter 536](#) to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.