



Agenda

Transportation, Infrastructure and Operations Committee

Quinton Lucas, Chair
Teresa Loar, Vice Chair
Eric Bunch, Vice Chair
Katheryn Shields
Melissa Robinson
Kevin O'Neill

Wednesday, June 9, 2021

9:00 AM

26th Floor, Council Chamber

PUBLIC OBSERVANCE OF MEETINGS

Members of the City Council may attend this meeting via videoconference.

Any closed session may be held via teleconference.

The public can observe this meeting at the links provided below.

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:

<https://us02web.zoom.us/j/84530222968>

- 210476** Authorizing a \$1,799,000.00 construction contract with Haines & Associates Construction Company, Inc., for the replacement of water mains in the area of N.W. Hilldale Drive to I-29, N.W. 66th Terrace to N.W. 72nd Street; and authorizing a maximum expenditure of \$1,978,900.00.
- [210477](#)** Authorizing a \$10,677,000.00 Construction Contract with Goodwin Bros. Construction Co., for the Modernization Improvements at the Water Treatment Plant, Secondary Basin Improvements project; authorizing a maximum expenditure of \$11,700,000.00; and recognizing this ordinance as having an accelerated effective date.
- [210479](#)** Authorizing a First Amendment to the Inter-Jurisdictional Agreement between the City of Kansas City, Missouri and the City of Liberty, Missouri.
- [210484](#)** Authorizing the Director of Public Works to enter into a \$3,057,425.00 design-build contract with Superior Bowen Asphalt Co, for the N.W. 68th Street Reconstruction - Waukomis to US-169 Project; and recognizing this ordinance as having an accelerated effective date.

- [210487](#) Approving with conditions an exception request to the stream buffer setback requirements of Section 88-415, Code of Ordinances, in connection with the Cadence Second Plat development, located generally at the southeast corner of N.W. 108th Street and N. Platte Purchase Drive. (CLDPIR-2021-00042)

HELD IN COMMITTEE

- [210439](#) Authorizing the Manager of Procurement Services to execute a \$675,000.00 Art Purchase Contract with Sculpture Park LLC for the acquisition of the sculptural work "Molten Swing" through the One Percent for Art Program at the KCI New Single Terminal project.

- [210461](#) Directing the City Manager to develop an administrative regulation to promote all gender or gender neutral restroom facilities for City-owned property and single occupancy restroom facilities for newly constructed and renovated restroom facilities on City-owned property.

ADDITIONAL BUSINESS

1. There may be a general discussion regarding current Transportation, Infrastructure and Operations Committee issues.

2. Closed Session; Any closed session may be held via teleconference.

- Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;
- Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;
- Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;
- Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;
- Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;
- Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or
- Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditors.

Adjournment



Legislation Text

File #: 210476, Version: 1

ORDINANCE NO. 210476

Authorizing a \$1,799,000.00 construction contract with Haines & Associates Construction Company, Inc., for the replacement of water mains in the area of N.W. Hilldale Drive to I-29, N.W. 66th Terrace to N.W. 72nd Street; and authorizing a maximum expenditure of \$1,978,900.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute Contract No. 9433 in the amount of \$1,799,000.00 with Haines & Associates Construction Company, Inc., for the replacement of water mains in the area of area of N.W. Hilldale Drive to I-29, N.W. 66th Terrace to N.W. 72nd Street, Project No. 80002221. A copy of the contract is on file in the office of Water Services.

Section 2. That the Director of the Water Services Department is authorized a maximum expenditure of \$1,978,900.00 from Account No. 22-8010-807705-611060-80002221, Water Main Replacement Program, to satisfy the cost of this contract.

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Mark P. Jones
Assistant City Attorney

CONTRACT

210476

Ordinance Fact Sheet

Construction/Misc. Form

Brief Title	Approval Deadline	Reason
Authorizing a construction contract for the replacement		To authorize execution of a construction contract and expenditures.

of water mains in the area of N.W. Hilldale Drive to I-29,
N.W. 66th Terrace to N.W. 72nd Street.

Details

Reason for Contract
This construction project will be performed to replace aging, break-prone cast iron pipe (CIP) and polyvinyl chloride (PVC) water mains with ductile iron pipe (DIP).

Discussion

Project Justification
The Water Services Department is undertaking this construction project to improve distribution system reliability, increase hydraulic conveyance capacity, and support fire protection.

Project Description

This project includes the replacement of approximately 9,948 linear feet (LF) of break prone 2-inch, 6-inch and 8-inch water mains in the area of N.W. Hilldale Drive to I-29, N.W. 66th Terrace to N.W. 72nd Street, all in Kansas City, Clay County, Missouri. The project will replace the water mains in the following locations:

- Replace 1,555 LF of 6-inch CIP water main with 8-inch DIP N.W. Caney Creek Drive between N.W. Hilldale Drive and N. Chinquapin Court;
- Replace 723 LF of 6-inch CIP and 2-inch CIP water main with 8-inch DIP and 6-inch DIP along N.W. Chinquapin Court between N.W. Caney Creek Drive and the end of the cul-de-sac;
- Replace 3,204 LF of 6-inch CIP and 6-inch DIP water main with 8-inch DIP along N.W. Klamm Drive between N.W. Hilldale Drive and N.W. Prairie View Road;
- Replace 379 LF of 2-inch CIP and 6-inch CIP water main with 6-inch DIP along N.W. 67th Terrace from N. St. Clair Avenue to the end of the cul-de-sac;
- Replace 291 LF of 2-inch CIP water main with 6-inch DIP along N.W. Sweet Briar Court from N.W. Klamm Drive to the end of the cul-de-sac;
- Replace 390 LF of 2-inch PVC, 2-inch CIP with 6-inch DIP along N. Dalton Court from N.W. Klamm Drive to the end of the cul-de-sac;
- Replace 643 LF of 2-inch PVC and 6-inch CIP water main with 6-inch DIP along N. St. Clair Court from N.W. Klamm Drive to the end of the cul-de-sac; and
- Replace 2,763 LF of 6-inch CIP water main with 8-inch DIP along N.W. Prairie View Road between N.W. 70th Street and N.W. Bougher Lane.

This work will include the transfer of customers' water service connections from existing mains to new mains, as well as restoration of roads and properties. The amount of this contract is \$1,799,000.00.

Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	Haines & Associates Construction Company, Inc.
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals None known Reason for Opposition
Responsibilities	Design Engineering: Environmental Advisors & Engineering Inspections: City staff Construction or Project Management: City staff Service Monitoring: City staff

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)

Details

Solicitation

This Project was advertised in accordance with the City's requirements. Public bids were opened on March 2, 2021 with 7 bidders responding.

Grant/Loan Funding N/A

Human Relations Approval

The Fairness in Construction Board approved project subcontracting goals of 12% MBE and 7% WBE. Subcontracting information was submitted to the Human Relations Department for review on March 30, 2021, and it was approved on April 1, 2021 with 12% MBE and 7% WBE participation. See the attached docket memo.

Fairness in Construction Board

There is no appeal on this contract pending before the Fairness in Construction Board.

Youth Employment Program N/A

1% for Art N/A

How will this contribute to a sustainable Kansas City?

This project will contribute to a sustainable Kansas City by replacing aging, break-prone water mains with new water mains, thereby improving distribution system reliability, increasing hydraulic conveyance capacity, and supporting fire protection.

Bid Opening Date: 3/2/2021

Notice of Intent to Contract: TBA

Is it good for the children? Yes.

Finances

City's Estimate of Cost	\$ 2,517,920.00
Bid or Proposal Data	Lowest and Best Contract
	Cost Submitted \$ 1,799,000.00
	Recommended Awardee: Haines & Associates Construction Co., Inc. Company, Inc.
Bid Date: 3/2/2021	No. of Bids Submitted: 7
	Reason for rejecting lowest contract cost submitted: N/A
Other Bidders or Contractors Considered	Contract Costs Submitted
Hettinger Excavating, LLC	\$ 1,868,000.00
Kissick Construction Co., Inc.	\$ 1,994,202.00
Infrastructure Solutions	\$ 2,212,800.00
Pyramid Excavation/Const., Inc.	\$ 2,346,649.00
Leath & Sons, Inc.	\$ 2,402,080.00
Parrish & Sons Construction	\$ 2,530,000.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Fund Sources and Appropriation Account Codes For This Contract	22-8010-807705-611060 = \$1,978,900.00 Water Main Replacement Program Project No. 80002221
Source of Future Operating Funds	
Maximum Amount of Proposed Contract	\$ 1,799,000.00
Amount of Contingency	\$ 179,900.00
Engineering & Administration	\$
TOTAL	\$ 1,978,900.00

Estimated Duration of Contract:

300 calendar days

Fact Sheet Prepared by:

Leona Walton
Contracts Manager

Date: 5/17/2021

Reviewed by:

Jeff Martin
Chief Engineering Officer

Date: 5/19/2021

Council Committee Actions

Do Pass	<input type="checkbox"/>	<input type="checkbox"/> Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/> W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/> Do Not Pass

Reference Numbers: Contract No. 9433 / Project No. 80002221

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	210476
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LEGISLATION IN BRIEF:

Authorizing a \$1,799,000.00 construction contract with Haines & Associates Construction Company, Inc., for the replacement of water mains in the area of N.W. Hilldale Drive to I-29, N.W. 66th Terrace to N.W. 72nd Street; and authorizing a maximum expenditure of \$1,978,900.00.

What is the purpose of this legislation? OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money? YES Yes/No
 #####

Does this legislation estimate new Revenues? NO Yes/No
 #####

Does this Legislation Increase Appropriations? NO Yes/No
 #####

Are costs associated with this legislation ongoing (Yes)? Or one-time (No) NO Yes/No
 #####

Section 00: Notes:

This is a replacement project which was programmed in the FY22 Five-Year Capital Improvement Plan. The estimated lifespan of the project is 100y ears with an estimated annal operating and maintenance costs of \$5,000. These O&M costs are reflected in the current budget (8010-802310) and are included in Section 04.

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8010	807705	611060	80002221	\$ 1,978,900.00	

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

NET IMPACT ON OPERATIONAL BUDGET

\$	-	\$	-
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RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8010	Water	\$ 1,978,900.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 475,000.00
TOTAL EXP		\$ 1,978,900.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 475,000.00

NET Per-YEAR IMPACT \$ (1,978,900.00) \$ (5,000.00) \$ (5,000.00) \$ (5,000.00) \$ (5,000.00) \$ (5,000.00) \$ (475,000.00)

NET IMPACT (SIX YEARS) **(2,478,900.00)**

REVIEWED BY Kitty Steffens, OMB DATE 5/24/2021

Inter-Departmental Communication

Date: March 30, 2021

To: Mayor Quinton Lucas Chair: Transportation, Infrastructure & Operations Committee

From: Phillip Yelder Director Human Relations Department

Subject: Docket Memo #:

CONTRACTOR: Haines & Associates Construction Co., Inc.
Address: 600 Haines Dr.
Liberty, MO 64068
Contract # 9433 / 80002221 – WMR in the area of NW Hilldale Dr. to I-29, NW 66th Terrace to NW 72nd St.
Contract Amount: \$1,799,000.00
MBE Goal 12%
WBE Goal: 7%
Total MBE Achieved: 12%
Total WBE Achieved: 7%

MBE SUBCONTRACTORS:
Name: Taliaferro & Browne, Inc.
Address: 1020 E. 8th St.
Kansas City, MO 64106
Scope of Work: Construction Staking
Dollar Amount: \$31,623
Ownership: Andebrhan, Hagos
Structure: African-American Male Code 15

MBE SUBCONTRACTORS:
Name: Rick Saucedo Trucking, LLC
Address: 5236-B Merriam Dr.
Merriam, KS 66203
Scope of Work: Hauling
Dollar Amount: \$57,000
Ownership: Saucedo, Rick
Structure: Hispanic-American Male Code 16

MBE SUBCONTRACTORS:

Name: Total Sodding & Seeding, Inc.
Address: 23702 S. Scottsdale Dr.
Peculiar, MO 64078
Scope of Work: Sodding
Dollar Amount: \$60,870
Ownership: Randolph, Martin*
Structure: African-American Male Code 15

MBE SUBCONTRACTORS:

Name: RGS & Associates Development Co., LLC
Address: 9411 E. 63rd St.
Raytown, MO 64133
Scope of Work: Concrete
Dollar Amount: \$67,000
Ownership: Green, Rodney
Structure: African-American Male Code 15

WBE SUBCONTRACTORS:

Name: Rising Construction Services, Inc.
Address: 1206 NW Baytree Dr.
Grain Valley, MO 64029
Scope of Work: Traffic Control / Flagging
Dollar Amount: \$38,000
Ownership: Rising, Kristen
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: Little Joe's Asphalt, Inc.
Address: 134 N. 130th St.
Bonner Springs, KS 66012
Scope of Work: Asphalt
Dollar Amount: \$88,649
Ownership: Buehler, Theresa
Structure: Caucasian Female Code 27

Comments:

Note: Rising Construction's WBE certification lapsed on 3/17/2021 but Rising signed the original Letter of Intent on 3/3/2021 while still certified. Rising Construction has an Annual Update in process. The prime contractor increased

Rising Construction's dollars to \$38,000 from \$17,000 due to having to replace Maher Oil on the CUP. Maher Oil is no longer certified as a WBE and was decertified on 1/28/2021 due to personal net worth issues. The prime contractor provided a RFM to replace Maher Oil on the CUP.

HRD recommended goals of 10% MBE and 6% WBE on this project and the FICB increased the goals to 12% MBE and 7% WBE.



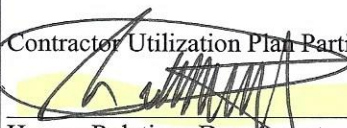
KANSAS CITY MISSOURI

HRD Contractor Utilization Plan Approval

Date: March 30, 2021
 To: Itzel Galarza, Human Relations Department
 From: Roberto Everidge, General Services
 Subject: Project No.: 80002221 / 9433
 Project Title: WMR in the area of NW Hilldale Dr. to I-29, NW Hilldale Dr. to I-29, NW 66th Terrace to NW 72nd

Funding: <input checked="" type="checkbox"/> City (MBE/WBE/DBE) <input type="checkbox"/> Federal (DBE) ¹ <input type="checkbox"/> State (DBE) ¹ - Grant _____ <input type="checkbox"/> Other: _____	
Contract Category: <input checked="" type="checkbox"/> Construction <input type="checkbox"/> General Service <input type="checkbox"/> Facility Repair <input type="checkbox"/> Design Professional <input type="checkbox"/> Professional Services <input type="checkbox"/> Concession <input type="checkbox"/> Other:	
Bid/Proposal Closing Date: March 2, 2021	No. of Bidders/Proposers: 7
Recommended Bid/Proposal²: \$1,799,000.00	
Company: Haines & Associates Construction Co, Inc. Contact: Dana Haines Contact Email: chad@hainesassoc.com	Address: 600 Haines Drive, Ste A Liberty, MO 64068 816-792-3905 816- 792-9935
Additional Information: See attachments for CUP approval.	

cc: Project Manager: Nimesha Senanayake

FOR HUMAN RELATIONS DEPARTMENT USE ONLY	
The attached Contractor Utilization Plan is:	
<input checked="" type="checkbox"/> Approved	The Request for Best Faith Efforts Waiver is:
<input type="checkbox"/> Disapproved	<input type="checkbox"/> Approved
	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: 12 % MBE & 7 % WBE	or _____ % DBE
 Human Relations Department	04/1/21 Date

FOR GRANTING AGENCY USE ONLY³ <input type="checkbox"/> N/A
Approved by: _____ Date: _____

¹ DBE Programs apply to specific federal or state grant requirements.

² The dollar figure here should match the approved Bid/Proposal recommendation or amendment preparation checklist on file with the requesting department.

³ Federal and state grant agreements may require granting agency approval of contract goals.



REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to HRD to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)

BIDDER/PROPOSER/CONTRACTOR: HAINES & ASSOCIATES CONST. CO INC
ADDRESS: 600 HAINES DR SUITE A LIBERTY MO 64068
PROJECT NUMBER OR TITLE: 9433
AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals: 12 % MBE 7 % WBE
Contractor Utilization Plan: 12 % MBE 7 % WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

a. A substitution of the certified MBE/WBE firm RISING CONST.
(Name of new firm)
to perform TRAFFIC CONTROL TACKLES
(Scope of work to be performed by new firm)
for the MBE/WBE firm MORRIS O. which is currently
(Name of old firm)
listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to
perform the following scope of work: FUEL
(Scope of work of old firm)

b. A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from
0 % MBE .9 % WBE (Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)

TO

0 % MBE 2.1 % WBE (Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)

- c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
- d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s))

- The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
- Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

REPLACE NAME OF MANICE TO BEING DUE TO MANICE
NOT BEING CREDITED

5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated: 3/31/21

LAURENCE A. ASSECC. CONST. CO. INC
 (Bidder/Proposer/Contractor)

- Approved
- Disapproved

By: [Signature]
 (Authorized Representative)

[Signature]
 Director, HRD

Date 04/1/21



Legislation Text

File #: 210477, Version: 1

ORDINANCE NO. 210477

Authorizing a \$10,677,000.00 Construction Contract with Goodwin Bros. Construction Co., for the Modernization Improvements at the Water Treatment Plant, Secondary Basin Improvements project; authorizing a maximum expenditure of \$11,700,000.00; and recognizing this ordinance as having an accelerated effective date.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute Contract No. 9558 in the amount of \$10,677,000.00 with Goodwin Bros. Construction Co., for the Modernization Improvements at the Water Treatment Plant, Secondary Basin Improvements project, Project No. 80002132. A copy of the contract is on file in the office of Water Services.

Section 2. That the Director of the Water Services Department is authorized a maximum expenditure of \$11,700,000.00 from Account No. AL-8077-807773-611060-80002132, Water Treatment Facilities, to satisfy the cost of this contract.

Section 3. That this ordinance, related to the design, repair, maintenance or construction of a public improvement, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with Section 503, City Charter.

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Mark P. Jones
Assistant City Attorney

CONTRACT

210477

Ordinance Fact Sheet

Construction/Misc. Form

Brief Title	Approval Deadline	Reason
Authorizing a Construction contract for the Modernization Improvements at the Water Treatment Plant, Secondary Basin Improvements.		Authorizing execution of a Construction contract and expenditures; and recognizing this ordinance as having an accelerated effective date.

Details

Reason for Contract

This project will address rehabilitation needs, optimizing the treatment process, increasing the treatment capacity from 240 to 270 million gallons per day (mgd), and eliminating restrictions to increase the hydraulic capacity to 300 mgd to modernize the City's Water Treatment Plant, located at 1 N.W. Briarcliff Road, Clay County, Kansas City, Missouri.

Discussion

Project Justification

The goal of this project is to modernize the Water Treatment Plant by addressing rehabilitation needs, optimizing the treatment process, increasing the treatment capacity from 240 to 270 mgd, and eliminating restrictions to increase the hydraulic capacity to 300 mgd.

The lime residual collection equipment and launders in the secondary basins are in need of replacement due to age and deterioration. The construction contract will replace this equipment in all six secondary basins.

Contract Description

The scope of services for this construction project includes the following:

- Demolition and replacement of the residuals collection equipment, launders, and launder supports within the six Secondary Basins;
- Replacement of the control panels of the six Secondary Basins with new panels connected to the plant PLC.
- New LED lighting will be installed at the control panels and at the end of the basin walkway bridge.
- The new launder system shall be sized to handle a total flow of 270 mgd (40 mgd per basin); and
- Contractor shall coordinate with Owner the timing of each Secondary Basin to be taken off-line to accommodate demolition and installation of new equipment.

The amount of this construction contract is \$10,677,000.00.

Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	Goodwin Bros. Construction Co.
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals None known Reason for Opposition
Responsibilities	Design Engineering: City staff / Black & Veatch Corporation Inspections: City staff / Black & Veatch Corporation Construction or Project Management: City staff / Black & Veatch Corporation Service Monitoring: City Staff

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)

Details

Construction Contract Solicitation

This Project was advertised in accordance with the City's requirements. Public bids were opened on March 2, 2021 with two bidders responding.

Grant/Loan Funding

N/A

Human Relations Approval

The Fairness in Construction Board approved project subcontracting goals of 5% MBE and 2% WBE. Subcontracting information was submitted to the Human Relations Department for review on May 5, 2021, and was approved on May 11, 2021 with 5% MBE and 2% WBE participation. See the attached docket memo.

Fairness in Construction Board

There is no appeal on this contract pending before the Fairness in Construction Board.

Youth Employment Program

N/A

1% for Art

N/A

Bid Opening Date: 3/2/2021

Notice of Intent to Contract: TBA

Is it good for the children? Yes.

How will this contribute to a sustainable Kansas City?

This project will enable reliable water treatment facilities for future demands.

Estimated Duration of Contract: 820 calendar days

Fact Sheet Prepared by: Leona Walton
Contracts Manager
Date: 5/19/2021

Reviewed by: Jeff Martin
Chief Engineering Officer
Date: 5/20/2021

Finances

City's Estimate of Costs		\$	15,530,000.00
Bid or Proposal Data	Lowest and Best Contract		
	Costs Submitted	\$	10,677,000.00
Recommended Awardee: Goodwin Bros. Construction Co.			
Bid Date:	3/2/2021	No. of Bids Submitted:	2
Reason for rejecting lowest contract cost submitted: N/A			
Other Bidders or Contractors Considered			
		Contract Costs Submitted	
Garney Companies		\$	11,482,000.00
		\$	
		\$	
		\$	
		\$	
		\$	
Fund Sources and Appropriation Account Codes For These Contracts			
		AL-8077-807773-611060-80002132 = \$11,700,000.00	
		Water Treatment Facilities	
Source of Future Operating Funds			
Proposed Construction Contract			
		\$	10,677,000.00
Construction Contingency			
		\$	1,023,000.00
Engineering & Administration			
		\$	
TOTAL		\$	11,700,000.00

Council Committee Actions

	<input type="checkbox"/>	<input type="checkbox"/>	Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/>	W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/>	Do Not Pass

Reference Numbers: Contract No. 9558 / Project No. 80002132

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	210477
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LEGISLATION IN BRIEF:

Authorizing a Construction Contract with Goodwin Bros. Construction Co. for the Modernization Improvements at the Water Treatment Plant, Secondary Basin Improvements project with a maximum expenditure of \$11,700,000.00

What is the purpose of this legislation? OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money? Yes/No
 #####

Does this legislation estimate new Revenues? Yes/No
 #####

Does this Legislation Increase Appropriations? Yes/No
 #####

Are costs associated with this legislation ongoing (Yes)? Or one-time (No) Yes/No
 #####

Section 00: Notes:

The project includes construction phase services, replacement, and repair and was programmed in the FY22 Dive-Year Capital Improvement Plan. The estimated lifespan of the project is 50 years with estimated annual operating and maintenance costs of \$30,000. These O&M costs are reflected in the current budget (8010-802200) and are included in the long-term fiscal impact in Section 04.

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8077	807773	611060	80002132	\$ 11,700,000.00	

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

NET IMPACT ON OPERATIONAL BUDGET

	\$ -		\$ -
--	------	--	------

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
	TOTAL REV	-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8077	Water Rev Bond 2020A	\$ 11,700,000.00						
8010	Water		\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 1,350,000.00
	TOTAL EXP	\$ 11,700,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 1,350,000.00

NET Per-YEAR IMPACT \$ (11,700,000.00) \$ (30,000.00) \$ (30,000.00) \$ (30,000.00) \$ (30,000.00) \$ (30,000.00) \$ (30,000.00) \$ (1,350,000.00)

NET IMPACT (SIX YEARS) **(13,200,000.00)**

REVIEWED BY Kitty Steffens, OMB DATE 5/24/2021



Modernization Improvements at the Water Treatment Plant - 80002132

HRD Document Upload:#1

Subject: CUP/LOI Document Upload | Contract 80002132
Initiator: Moore, Delois
Date Created: 05.04.2021 06:14PM
Department: Water Services

Process Information

Document Type: CUP/LOI
Date Submitted: 05.04.2021
Date Received: 03.04.2021
Contract Number: 80002132
Prime Contractor: GOODWIN BROTHERS CONSTRUCTION CO
Amount of Project: 10677000.00
%MBE 5
%WBE 2
%DBE

Special Instructions:



HRD Contractor Utilization Plan Approval

Date: May 5, 2021
 To: Itzel Galarza, Human Relations Department
 From: Delois Moore, General Services Department
 Project Manager, Carla Bergman
 Subject: Contract/Project No.: 80002132/9558
 Project Title: Modernization Improvements at Water Treatment Plant, Secondary Basin Improvements

Funding:	<input checked="" type="checkbox"/> City (MBE/WBE/DBE)	<input type="checkbox"/> Federal (DBE) ¹	<input type="checkbox"/> State (DBE) ¹ - Grant _____	<input type="checkbox"/> Other: _____
Contract	<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> General Service	<input type="checkbox"/> Facility Repair	
Category:	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Concession	<input type="checkbox"/> Other:
Bid/Proposal Closing Date:	3/2/2021		No. of Bidders/Proposers: 2	
Recommended Bid/Proposal²:	\$10,677,000.00 (contingency of \$1,023,000.00)			
Company:	Goodwin Bros. Construction Co.		Address: 4885 Baumgartner Rd, St. Louis, MO 63129	
Contact:	Doug Wachsnicht		Phone: 639-931-6084	
Contact Email:	dwachsnicht@goodwinbros.com		Fax: 636-931-6085	
Additional Information:				
See attachments for CUP Approval.				

cc: Darrell Everette, Carla Hardin

FOR HUMAN RELATIONS DEPARTMENT USE ONLY	
The attached Contractor Utilization Plan is:	The Request for Best Faith Efforts Waiver is:
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Disapproved	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: <u>5</u> % MBE & <u>2</u> % WBE	or _____ % DBE
<small>DocuSigned by:</small> <i>Kimberly Daniels</i>	5/11/2021
Human Relations Department	Date

FOR GRANTING AGENCY USE ONLY³	<input type="checkbox"/> N/A
Approved by: _____	_____
	Date

¹ DBE Programs apply to specific federal or state grant requirements.

² The dollar figure here should match the approved Bid/Proposal recommendation or amendment preparation checklist on file with the requesting department.

³ Federal and state grant agreements may require granting agency approval of contract goals.

Inter-Departmental Communication

Date: May 10, 2021

To: Mayor Quinton Lucas, Chair: Transportation, Infrastructure & Operations Committee

From: Andrea Dorch, Director; Human Relations Department

Subject: Docket Memo #:

CONTRACTOR: Goodwin Brothers Construction Co.
 Address: 4885 Baumgartner Rd.
 St. Louis, MO 63129
 Contract # 9558 / 80002132 – Modernization
 Improvements at the Water Treatment Plant,
 Secondary Basin Improvements
 Contract Amount: \$10,677,000.00*
 MBE Goal 5%
 WBE Goal: 2%
 Total MBE Achieved: 5%
 Total WBE Achieved: 3%

MBE SUBCONTRACTORS:
 Name: Three Feathers Construction & Sales, LLC
 Address: 10220 E. 65th St., Suite A
 Raytown, MO 64133
 Scope of Work: Furnish & Install Reinforcing Steel
 Dollar Amount: \$285,000
 Ownership: Hudson, Michael
 Structure: Native American Male Code 17

MBE SUBCONTRACTORS:
 Name: Vazquez Commercial Contracting, LLC
 Address: 3303 Gillham Rd.
 Kansas City, MO 64109
 Scope of Work: Furnish & Install Mechanical Equipment for
 Clarifier & Launderer Troughs
 Dollar Amount: \$300,000
 Ownership: Vazquez, Joe
 Structure: Hispanic-American Male Code 02

WBE SUBCONTRACTORS:

Name: Max Electric, Inc.
Address: 705 Blue Ridge EXT
Grandview, MO 64030
Scope of Work: Furnish & Install Electrical
Dollar Amount: \$360,000
Ownership: Baslock, Rita
Structure: Caucasian Female Code 27

Comments:

***Note:** There is also a Contingency included on the contract that would increase the contract amount to \$11,700,000 if it is used. The prime contractor would still be required to make good faith efforts to achieve the goals listed on the approved CUP of 5% MBE and 3% WBE. The contract amount includes the following:

Base Bid:	\$10,077,000.00
Allowances:	\$ 200,000.00
Alternate #1:	<u>\$ 400,000.00</u>
Contract Amount:	\$10,677,000.00
Contingency:	<u>\$ 1,023,000.00</u>
Total Amount:	\$11,700,000.00

Note:

There is no information available on the FICB meeting for March 2020 when the goals were set for this project. The reasons for the goals being set at 5% MBE and 2% WBE were not included in the Meeting Minutes for the FICB meeting. HRD recommended goals of 3% MBE and 2% WBE based on the fact that 92% of the estimated project cost was for “custom equipment” purchases for the residual collection equipment and the launders and weirs.



Legislation Text

File #: 210479, Version: 1

ORDINANCE NO. 210479

Authorizing a First Amendment to the Inter-Jurisdictional Agreement between the City of Kansas City, Missouri and the City of Liberty, Missouri.

Click or tap here to enter text.

WHEREAS, the City of Liberty, Missouri (Liberty) and City of Kansas City, Missouri (City) entered into a Cooperative Agreement for Sewer Service on November 15, 2019 (“Agreement”) that addressed issues including but not limited to: (1) ownership or use of the Little Shoal Creek Interceptor Extension, the South Liberty Line and their appurtenances, (2) fair compensation and terms for the sale/purchase/use of these assets, and (3) the rights, obligations and terms for future sewer services or connections to either party’s sewer system or facilities; and WHEREAS, City is currently constructing a new sanitary sewer to provide services to the area, but requires facilities to maintain continuous operation of its system until the project is complete; and WHEREAS, Pursuant to the Agreement, City has used certain sewer lines (Segment 2) owned by Liberty. At this time, however, Segment 2 needs significant and costly repairs to remain in operation. City has determined that temporarily connecting to the Liberty interceptor sewer constructed as part of the Liberty Treatment Plant in lieu of making needed repairs to Segment 2 is in its best interests; and WHEREAS, though the Agreement authorizes emergency treatment services to KCMO upon failure of Segment 2, it is in the City’s best interests to receive temporary non-emergency treatment services through the connection at the Liberty interceptor sewer; and WHEREAS, the Parties now desire to amend the Agreement to address future services, KCMO’s disconnection from Segment 2, and provision of temporary non-emergency treatment services to KCMO; and WHEREAS, it has become mutually desirable and beneficial to amend certain terms and provisions of the Agreement; NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Water Services is hereby authorized to execute, on behalf of Kansas City, a First Amendment to the Inter-Jurisdictional Agreement for Sewer Service Between the City of Kansas City, Missouri and the City of Liberty Missouri. A copy of the amendment is on file in the office of the Director of Water Services.

Approved as to form and legality:

Charlotte Ferns
Assistant City Attorney

GENERAL

Ordinance Fact Sheet

210479

Ordinance Number

Brief Title	Approval Deadline	Reason
Liberty Amendment to the Inter-Jurisdictional Agreement	6/10/2021	

Details		Positions/Recommendations	
<p>Reason for Legislation Authorizing a First Amendment to the 2019 Inter-Jurisdictional Agreement between the City of Kansas City, Missouri (KCMO) and the City of Liberty, Missouri (Liberty).</p>		Sponsor	Water Services Department
		Programs, Departments, or Groups Affected	Water Services
		Applicants / Proponents	<p>Applicant</p> <p>City Department Water Services Department</p> <p>Other</p>
		Opponents	<p>Groups or Individuals</p> <p>None Known</p> <p>Basis of opposition</p>
<p>Discussion</p> <p>Liberty and KCMO entered into a Cooperative Agreement for Sewer Service on November 15, 2019 that addressed issues including but not limited to: (1) ownership or use of the Little Shoal Creek Interceptor Extension, the South Liberty Line and their appurtenances, (2) fair compensation and terms for the sale/purchase/use of these assets, and (3) the rights, obligations and terms for future sewer services or connections to either party's sewer system or facilities.</p> <p>Liberty has informed KCMO that Segment 2 needs significant repair to remain in operation and KCMO has elected to connect to the Liberty interceptor sewer constructed as part of the Liberty Treatment Plant in lieu of making needed repairs to Segment 2.</p> <p>The Agreement authorizes emergency treatment services to KCMO upon failure of Segment 2, but KCMO desires temporary non-emergency treatment services through the connection at the Liberty interceptor sewer.</p> <p>The Parties now desire to amend the Agreement to address future services, KCMO's disconnection from Segment 2 responsibilities, and Liberty providing treatment services to KCMO on a temporary, non-emergency basis.</p>		Staff Recommendation	<input checked="" type="checkbox"/> For <input type="checkbox"/> Against <p>Reason Against</p>
		Board or Commission Recommendation	<p>By</p> <input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No action taken <input type="checkbox"/> For, with revisions or conditions (see details column for conditions)
		Council Committee Actions	<input type="checkbox"/> Do pass <input type="checkbox"/> Do pass (as amended) <input type="checkbox"/> Committee Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not pass

(Continued on reverse side)

Details	Policy/Program Impact
<p>Is it good for the children? Yes.</p> <p>I:\PD\REDFLAG\ORDINANCE\Liberty IJA Amendment Fact Sheet</p>	<p>Policy or Program Change</p> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

How does this contribute to a sustainable Kansas City? It ensures that service levels in agreement can be maintained between KCMO and Liberty.

Operational Impact Assessment	

Finances

Cost & Revenue Projections -- Including Indirect Costs	
Financial Impact	\$0
Fund Source (s) and Appropriation Account Codes	

(Use this space for further discussion, if necessary)

Applicable Dates:

Fact Sheet Prepared by:

Leona Walton
Contract Administration Section

Reviewed by:

D. Matt Bond
Deputy Director

Reference Numbers

OPERATING/PROGRAMMATIC

210479

Legislative Fiscal Note

Ordinance Number

Ordinance Title (in Brief)

Liberty Amendment to the Inter-Jursidictional Agreement

Does this Legislation Estimate New or Additional Revenues to the City?

No

Yes

If yes, please identify in which Fund these revenues will be deposited (e.g. General, Sales Tax)

Enterprise

and provide the following revenue information:

Revenue Detail	FY 2020-21	FY 2021-22
General Fund	0	0
Special Revenue	0	0
Enterprise	0	0
Total:	\$ 0	\$ 0

(Please detail type of revenue (fees, grants, tax) and change that will occur as a result of this legislation. Provide multi-year estimates if known, or if grant revenue please identify source of funds (federal or state) and duration of grant support)

Does this Legislation increase appropriations in the current budget?

No

Yes

If Yes, please complete the following budget information:

Expense Detail	FY 2020-21	FY 2021-22
General Fund		
Special Revenue		
Enterprise/Other		
Total:	\$ 0	\$ 0

Please detail the extent to which these increased appropriations will be of a permanent nature (e.g. number of additional staff, facilities, long-term contracts)

Not applicable.

Does this Legislation expand the scope of current city services?

No

Yes

(Please detail estimate number of people to be served, who is delivering services currently to that population, service performance expectations, and if grant supported, provisions for support if grant support ends.

Is this legislation the result of a federal or state legislative mandate?

No

Yes

(If yes, please detail the purpose and source for that mandate).

Reviewed by:

Office of Management and Budget

OMB Approval Date

**COOPERATIVE AGREEMENT FOR SEWER SERVICE
BETWEEN
THE CITY OF KANSAS CITY, MISSOURI
AND
THE CITY OF LIBERTY, MISSOURI**

This agreement, made and entered into this 15th day of November, 2019, by and between The City of Liberty, Missouri, a Special Charter City of the State of Missouri, hereinafter referred to as "Liberty" and the CITY OF KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, hereinafter referred to as "KCMO", (hereinafter, the "Agreement")

WITNESSETH:

WHEREAS, on or about August 27, 1999, Liberty and KCMO entered into a Cooperative Agreement for Sewer Service and as amended April 12, 2004 and April 29, 2009 (collectively hereinafter, "Sewer Services Agreement"); and

WHEREAS, Liberty and KCMO entered into an Interim Sewer Services and Settlement Agreement on February 21, 2017 ("Interim Agreement"); and

WHEREAS, Liberty has built a new wastewater treatment plant ("Liberty's Treatment Plant"); and

WHEREAS, the Parties need to create a new Sewer Services Agreement and to address future services and disposition of various assets; and

WHEREAS, the Interim Agreement addresses past due payments for sewer services, including the amount owed for past sewer services; and

WHEREAS, the parties intend for this Agreement to address current and future related issues including but not limited to: (1) ownership or use of the Little Shoal Creek Interceptor Extension, the South Liberty Line and their appurtenances, (2) fair compensation and terms for the sale/purchase/use of these assets, and (3) the rights, obligations and terms for future sewer services or connections to either party's sewer system or facilities; and

WHEREAS, certain areas within Liberty drain into natural drainage areas or basins which continue through KCMO, and certain areas within KCMO drain into natural drainage areas or basins which continue through Liberty ("Joint Watersheds"); and

WHEREAS, Liberty, under the provisions of the Liberty's City Code of Ordinances, Chapter 29, and KCMO, under the provisions of Charter and Code of Ordinances, are empowered to acquire, construct, maintain and control common systems of sewers and wastewater treatment plants to provide sanitary conditions for the preservation of public health; and

WHEREAS, the provisions of R.S.Mo. Section 70.210 *et. seq.* and other authority allows political subdivisions and municipalities of Missouri to contract and cooperate with other political subdivisions and municipalities for the planning, development, construction, acquisition, or operation of public improvements or facilities, or for common services; and

WHEREAS, KCMO and Liberty now desire to make the following cooperative agreement which will implement the terms and obligations of sewer service and use of each party's sewerage system and sewerage facilities between the Parties going forward;

NOW, THEREFORE: For and in consideration of the mutual covenants, agreements, and conditions contained herein, it is agreed by and between Liberty and KCMO as follows:

ARTICLE I GENERAL PROVISIONS

Subject to the more specific requirements as may apply herein to specific types of services or locations, the following general provisions apply to the parties and wastewater conveyance and treatment services contracted for herein:

- A. **Operation and Maintenance.**
KCMO and Liberty will control, own, operate, and maintain their respective sewerage systems, which now exist or which in the future may be constructed, according to standard engineering practices and, in doing so, will effectively police and control their respective sanitary sewerage systems so as to preclude to the extent practicable the entrance of storm waters therein.
- B. **Construction of Facilities.**
In constructing sewers, either by public means or special assessment, or treatment works, to serve drainage areas common to both KCMO and Liberty, each party hereto will cooperate to provide adequate capacity to service waste flows as currently exist at its corporate limits to receive sanitary sewage and wastes from the other party through interconnection points authorized herein, as set out in Attachment A and incorporated herein by reference, and as may be amended from time to time. Such sewerage improvements and existing sewerage systems shall thereafter be available for connection to, and reception of sanitary wastewater and wastes from, the sewerage system of the other party. City of Liberty agrees to cooperate with acquisition of any easements and indemnification agreements pertaining to new sewer and facility construction.
- C. **Rights to Discharge Sewage.**
Each party shall have a right to discharge into or use the other party's system only as provided in this Agreement, which may be amended from time to time as provided for herein, or as may exist by any superseding applicable law, if any.
- D. **Payments for Other Charges and Fees.**
The parties agree to make payments for sewer services, including charges, fees, or other reasonable costs, provided pursuant and according to this Agreement. Any other charges, fees, or reasonable costs shall be in accordance with applicable laws, including but not limited to each party's Code of Ordinances. On or before the last day of each month, Liberty shall make payment to KCMO and KCMO shall make payment to Liberty, for all charges hereunder billed which services were received during the prior month. Balances unpaid sixty (60) days after the billing date shall accrue at an interest charge of 1-1/2% simple interest per month.

**ARTICLE II
KCMO PROVISION OF WASTEWATER CONVEYANCE AND TREATMENT SERVICES TO
LIBERTY**

A. Scope.

This Article applies to the provision of wastewater conveyance and treatment only as to those areas of Liberty and KCMO served by interconnection points set out in Attachment A hereof. Attachment A identifies and describes those interconnection points covered by this Agreement, including connection to “Segment 1” which constitutes the sewer line facilities and low flow pump station depicted on the map associated with Attachment A and incorporated by reference as if fully set out herein (hereinafter “Segment 1”).

B. Rights of Use.

Subject to the conditions herein, Liberty shall have the right to discharge sanitary sewage and wastes into KCMO system at the interconnection points authorized herein in Attachment A. The Parties acknowledge that Liberty’s use of KCMO services may potentially increase as development occurs in the area served by the interconnection points listed in Attachment A and the drainage basin served by Segment 1. KCMO acknowledges that some such increased usage is contemplated by this Agreement and Liberty acknowledges that KCMO cannot guarantee unlimited capacity in its system. Liberty shall notify KCMO of any anticipated increased usage as described herein. KCMO shall review its capacity and plans for the area and either approve or disapprove the anticipated increased usage, however, its approval shall not be unreasonably withheld. It is the parties’ intent to provide services necessary for increased development reasonably within their capabilities.

C. Regulation of Flows.

1. Quality.

(a) The quality of the wastewater received through any new or existing interconnection shall meet the general prohibitions in Section 60-121 of the Code of Ordinances of Kansas City, Missouri, which may be amended from time to time, as well as the following specific pollutant limitations:

<u>Pollutant</u>	<u>Daily Maximum</u>
Arsenic	0.100 mg/l
Benzene	0.100 mg/l
Cadmium	0.240 mg/l
Chromium	0.500 mg/l
Copper	0.300 mg/l
Cyanide	0.800 mg/l
Ethylbenzene	0.200 mg/l
Lead	0.300 mg/l
Mercury	0.004 mg/l
Nickel	1.200 mg/l
Phenols	1.000 mg/l
Silver	0.500 mg/l
Thallium	0.400 mg/l
Toluene	0.200 mg/l
Xylene	0.200 mg/l

Zinc	0.800 mg/l
PCB's	0.002 mg/l

Total Toxic Organics (TTOs) as defined by 40 CFR 433.11(e) shall not exceed 1.0 mg/l at any time. The pH of the wastewater at the interconnection points shall be between 6.0 and 11.0 s.u. Surcharges for exceedance of pollutant limitations will be as stated in Section 60-3(a)(5) of the Code of Ordinances of Kansas City, Missouri, which may be amended from time to time, and will be applied as provided in Attachment B of this Agreement.

- (b) KCMO shall sample flows at its cost at each interconnection point on a frequency based upon the schedule in Attachment B. Nothing in this agreement shall preclude KCMO from taking additional samples. Each party shall report all of the collected data from each interconnection to the other party on a regular basis as provided in Section D of this Article.
- (c) Surcharges for concentrations of biochemical oxygen demand (BOD), suspended solids (SS), and total oil & grease (O&G) in excess of Normal Sewage (BOD - 250 mg/l, SS - 250 mg/l, O&G - 30 mg/l) will be as stated in Section D of this Article and will be applied as provided in Attachment B of this Agreement.
- (d) The contributing party shall investigate all instances of pH outside of the allowable range and take adequate measures to prevent re-occurrence.

D. Reporting Requirements.

1. For each interconnection point identified on Attachment A on or before the 15th day of the month and relating to services provided in the previous month,
2. Liberty will advise KCMO of;
 - (a) The water consumption and total number of residential customers where water consumption is available;
 - (b) The water consumption and the total number of commercial and industrial customers;
 - (c) The total number of residential customers where water consumption is unavailable and;
 - (d) Surcharge for each commercial or industrial establishments discharging waste with suspended solids (SS) in excess of 250 milligrams per liter (mg/l) and / or 5-day 20° C biochemical oxygen demand (BOD) in excess of 250mg/l and /or Oil and Grease (O & G) in excess of 30mg/l with these surcharges to be equal to the charge defined in Chapter 60 Article IV of the Code of the Ordinances of Kansas City, Missouri, as same now exists or as may be amended from time to time. Liberty, upon request from KCMO, shall provide the testing data and flow data used in determining the above surcharge rate. Liberty hereby grants to KCMO the right and privilege to make inspections and measurements as necessary to determine the surcharge provided by Liberty.
3. For the previous month before the last day of the following month, Liberty will provide a list of addresses for all residential customers cited in Attachment G, which shall be revised periodically, but no less than once annually, to indicate any changes impacting the overall service required, and their associated water usage for the month which will serve as the basis for their monthly wastewater charge.
4. For the previous month before the last day of the following month, KCMO will advise Liberty of charges, fees and other costs due KCMO and also:
 - (a) Sampling results if monitored at each metered interconnection
- (b) The applicable surcharge rate, if any, for each interconnection point as stated in Section 60-3(a)(5) of the Code of Ordinances of Kansas City, Missouri, which may be amended from time to time, and Attachment B of this Agreement.

5. On or before January 15th of each year, contributing party shall provide the receiving party with current maps of those parts of its unmetered wastewater collection system flowing into the receiving party's system, showing the connections and addresses of all unmetered users.

E. Computation of Charges.

1. Unmetered Flows

For wastewater flows through unmetered interconnections, Liberty shall pay to KCMO:

- (a) For each sewer customer (residential, commercial or industrial), a sewer charge equal to a service charge as established in Section 60-3 of the Code of Ordinances of Kansas City, Missouri, as same now exists or may be amended from time to time, plus a volume charge equal to the actual volume of water consumed multiplied by the volume rate as established in section 60-3 of the Code of Ordinances of Kansas City, Missouri, as same now exists or as may be amended from time to time.
- (b) For each residential dwelling unit for which actual water consumption records are not available, a sewer charge as established in section 60-3 of the Code of ordinances of Kansas City, Missouri as same now exists or may be amended from time to time.

2. Universal Surcharge

A Universal Surcharge will be paid by Liberty to KCMO for each metered and unmetered interconnection that exists where sampling is not being conducted. This will be based on the type of customer. A Universal Surcharge schedule is outlined in Attachment F as defined in Section 60-3 of the Code of the Ordinances of Kansas City, Missouri, as same now exists or as may be amended from time to time.

ARTICLE III

LIBERTY PROVISION OF WASTEWATER CONVEYANCE SERVICES AND EMERGENCY ONLY TREATMENT SERVICES TO KCMO

A. Scope (Conveyance via South line/Segment 2).

This Article applies only to the use by KCMO of Liberty's South sewer line designated as Segment 2 depicted in the map associated with Attachment A incorporated by reference as if fully set out herein (hereinafter "Segment 2").

B. Rights of Use.

Subject to the conditions herein, KCMO shall have the right to discharge sanitary sewage and wastes into Liberty's system via use of Segment 2. The Parties acknowledge that KCMO's use of Segment 2 is temporary and shall cease not later than December 31, 2022, unless otherwise agreed to by the parties.

- C. Reporting Requirements, Sampling and Computation of Charges.** Reporting, sampling and computation of charges and other requirements for use of the City system under this Article shall be as set forth in Chapter 29 of the Liberty Code of Ordinances, including but not limited to Section 29-155, except as may otherwise be set forth herein.

D. Flow Regulations and Compliance.

KCMO's use authorized herein and its sewage and material flow shall be subject to the requirements of the Liberty City Code Chapter 29 which are incorporated herein as a material condition of this Agreement, except as otherwise agreed herein. Any reasonable costs incurred by Liberty relating to KCMO's use of Liberty's facilities may be billed to KCMO and shall be paid by KCMO as other charges owed to Liberty

hereunder. Such costs include, but are not limited to Liberty's costs for monitoring the low flow pump station and in remediation of any SSO (overflow) by Liberty (if KCMO fails its obligation to timely remediate (not more than 24 hours or MDNR action requirements)). Notwithstanding the foregoing, prior to incurring any additional costs, Liberty shall notify KCMO if Liberty reasonably believes in advance that such additional costs will be incurred and KCMO shall have 24 hours to remediate the situation or to take steps required by MDNR to address the situation and maintain/regain compliance with applicable regulations.

E. Computation of Charges relating to KCMO's Use of Segment 2

Starting on the first of the month following the execution of this agreement, KCMO shall pay Liberty \$2,500 per month (the equivalent of \$30,000 per year) for use of the Segment 2 line. This amount shall escalate at a rate of 3% per year while KCMO continues to use Segment 2.

F. Special conditions relating to use of Segment 2.

1. **Acknowledgement of status.** Upon the effective date of this agreement, KCMO acknowledges that Liberty is not responsible for maintenance or repair of Segment 2 and that KCMO shall be responsible for any "minor" maintenance or repair required to keep Segment 2 in compliance with all applicable laws during KCMO's use of the line. For purposes of this provision, minor maintenance or repair shall be any maintenance or repair having an actual out of pocket cost to KCMO of \$25,000 or less in any one-month period. In the event that maintenance or repairs, exceed this amount, KCMO, at its option, shall either: (1) bear such excess cost (subject to approval of Liberty) or (2) notify Liberty in writing as to the excess cost and terminate use of the system unless the parties otherwise agree to fund the maintenance or repair or agree that such maintenance or repair is unnecessary. Liberty shall not be responsible for any cost resulting from any repairs or maintenance nor shall any such repairs or maintenance increase the obligations of Liberty, including but not limited as to the ultimate use, disposition, removal or abandonment of Segment 2 by Liberty only while KCMO is using Segment 2, without its express prior consent.
2. **Indemnification.** KCMO shall be solely responsible for any overflow, discharge or other damage, cost or liability, including but not limited to governmental compliance, penalties and costs relating thereto, arising from its use of Segment 2 or any flow or material allowed by KCMO to be conveyed therein. To the extent allowable by law, KCMO shall hold harmless and indemnify, including reasonable costs and reasonable attorneys' fees, and defend Liberty from any cost, damage, liability or expense in any way arising from KCMO's use of Segment 2.
3. **Termination.** KCMO, for its convenience, may terminate its use of Segment 2 upon 30 days' written notice to Liberty, however nothing herein shall alleviate, limit or exempt KCMO of its duty in subparagraph 2 above for claims which arise prior to the effective date of termination. The parties further agree that if Liberty determines that Segment 2 is no longer capable of operation in compliance with law, it may cancel KCMO's right to use Segment 2 upon 30 days written notice to KCMO, unless as otherwise provided herein. Liberty agrees it shall reasonably make available to KCMO for such reasonable time as KCMO needs it, subject to the limitations in this Agreement, emergency wastewater treatment services as may be necessary due to such termination. If practicable, KCMO will pay for a meter and installation of said meter that will be used to measure wastewater flow sent to Liberty. Liberty will be responsible for maintaining the installed meter and providing reads from the meter. If this is not practicable, based on an engineering estimate Liberty agrees to use a Residential Equivalent Unit (REU) similar to KCMO's practice for charging Liberty in their prior 1999 sewer agreement. In the event that emergency wastewater treatment services are necessary for KCMO, KCMO shall pay Liberty for

wastewater flow sent to Liberty at a rate of \$1.56 per 100 cubic feet (equivalent of \$2.09 per 1,000 gallons) for the first 12-month period following the effective date of this agreement. For each 12-month period thereafter, the treatment rate shall increase by 3% per 12-month period. In addition, KCMO will be responsible for any reasonable extraordinary costs that may be incurred by Liberty from such emergency treatment services.

ARTICLE IV TRANSFERS AND SETTLEMENT PAYMENTS

- A. **Transfer and Payment for Segment 1 (Portion of Little Shoal Creek Interceptor Extension).**
KCMO shall pay to Liberty an amount of \$218,815 for the portion of the Little Shoal Creek Interceptor Extension that KCMO desires to fully acquire. This amount represents the current depreciated value of Liberty's original investment in the Liberty portion of the Little Shoal Creek Interceptor line. Effective on the upon payment by Liberty to KCMO as set out in Article IV Section C below (which shall include a credit for the \$218,815 required herein), KCMO will be deemed the sole owner of Segment 1, and all interests of Liberty to tangible property of Segment 1 shall thereupon be transferred to KCMO, "as is," in whatever condition then existing with no warranty or liability of Liberty as to the condition of such facility. Any easements or licenses shall be assigned to KCMO and any interest in real property shall be transferred to KCMO by a quit claim recordable instrument. Liberty shall provide copies of the easements and associated documentation with Segment 1 to KCMO.
- B. **Payment for Past Conveyance Service of Liberty to KCMO Relating to Segment 2.**
At the time of execution of this agreement, KCMO shall pay the amount of \$2,500.00 per month for use of Segment 2 from January 2017 until the month that this agreement becomes effective.
- C. **Settlement of Past Due Obligations.**
As to all obligations of the Parties under the Sewer Services Agreement through December 31, 2016, the Parties agree as follows:
- (a) **Payment.** Liberty shall pay KCMO the amount of \$1,355,135.00 less \$301,315.00 (combined amounts of Article IV Section A and Article IV Section B above) less the amount for use of Segment 2 and KCMO's portion of repair related to the June 2019 failure of Segment 2 (\$30,400) for a total amount of \$1,023,240 ("Liberty Net Payment") which shall be deemed to settle, resolve and constitute full satisfaction of all obligations of the Parties pursuant to the Sewer Services Agreement and relating to the dispute for all periods of time up to and including December 31, 2016. The Liberty Net payment may be made over a twelve-month period by equal payments of 1/12 of the Liberty Net Payment amount and commencing in the first month after this new Sewer Services Agreement is executed or as a lump sum upon execution of this Agreement, at Liberty's option.
- (b) **Releases.** Effective upon execution of a New Sewer Services Agreement, both Parties hereby release and forever discharge each other and their past and future elected or appointed officers, employees, officials, board members, commissioners, attorneys, agents, employees, and all persons acting by, through or in any way on behalf of the Parties and each of them, and all those who are or may be liable on their behalf, from and against any and all claims, demand, actions, losses, accounts, debts, damages, charges, fees, costs, interests, suits, grievances, liabilities, demands or causes of actions of any kind whatsoever existing as of December 31, 2016, whether known or unknown, whether asserted to date or not, on account of, arising out of, resulting from, or in any manner pertaining to the dispute, including but not limited to any obligations of the parties relating to past sewer services, except that this shall not release claims relating

to enforcement of this Agreement, the New Sewer Services Agreement or other obligations provided therein. Nothing in this release shall be deemed to release rights or claims of the Parties relating to sewer services provided or sewer facilities maintained or used after December 31, 2016. This provision shall survive termination of this Agreement.

ARTICLE V ADDITIONAL CONDITIONS

- A. **Filing.**
The transfer of any interest in real property, including but not limited to deeds and easements, shall be filed with the Office of the Recorder of Deeds of Clay County, Missouri.
- B. **Boundaries.**
KCMO and Liberty agree to notify each other of any changes to their corporate boundaries in Joint Watersheds.
- C. **Notification of Ordinance Amendments.**
Whenever either party amends its Sewer Use Ordinance, or any Regulations for Use of its sewerage system, it shall take reasonable steps to notify the other party. A copy of any amendment adopted shall be forwarded to the other party upon request.
- D. **Joint Review of Sewer Use Ordinance.**
KCMO and Liberty agree to periodically meet and review each other's Sewer Use Ordinance, Rules and Regulations. Either party may request a joint review whenever either deems it necessary. The parties shall participate in such review within thirty (30) days of such request.
- E. **Effectuation.**
KCMO and Liberty agree to pass such legislation and to execute such instruments from time to time as may be necessary to effectuate the terms and conditions of this Agreement.
- F. **Enforcement.**
1. Either party shall be in breach or default of its obligations if it fails to meet, comply with or perform any material obligation on its part required within the time limits and in the manner required in this Agreement, and such default is not remedied within ninety (90) days after notice to the defaulting party. It is the parties' intent that upon notice of breach or default, there is a reasonable opportunity to cure the same.
 2. Each party recognizes that any failure to perform its obligations under this Agreement could cause irreparable harm to the other party, its residents, or its environment, and recognizes that any damages provided for in this Agreement may not adequately compensate said party. Therefore, each party shall be entitled to seek injunctive relief in any court of competent jurisdiction to prevent or halt any continuing or threatened default or to prevent imminent harm to the health, safety and welfare of the residents of Liberty or KCMO or damage to Liberty's or KCMO's Publicly Owned Treatment Works.
 3. Each party agrees that the other shall have the right to recover delinquent amounts owed to it under this Agreement through a court of competent jurisdiction, but that disputes involving amounts owed or delinquent alone shall not constitute grounds for its termination.
 4. Nothing herein shall limit either party's ability to pursue available legal and equitable remedies or to seek specific performance of the terms of this Agreement, except as otherwise provided herein.

G. **Resolution of Disputes.**

Any disputes arising out of this Agreement, including those associated with default of any material term or enforcement, shall be resolved in accordance with the applicable provisions of this Agreement, but such provisions shall not limit either party's power to seek other remedies by operation of law or equity, except as provided in this Agreement. The parties agree to communicate any dispute or matter of default to the other, and to make a good faith effort to resolve the same prior to enforcement.

H. **Indemnify and Hold Harmless.**

To the extent allowed by law, Liberty shall indemnify KCMO, defend and hold it harmless from and against all damages, claims, suits, or actions on account of bodily injury to or death of any person or persons and injury to or destruction of any property resulting from or in any way connected with Liberty's negligence or failure to comply with any of the provisions of this Agreement. To the extent allowed by law, KCMO shall indemnify Liberty, defend and hold it harmless from and against all damages, claims, suits, or actions on account of bodily injury to or death of any person or persons and injury to or destruction of any property resulting from or in any way connected with KCMO's negligence or failure to comply with any of the provisions of this Agreement.

I. **Administrative Officers.**

The Director of Water Services, or such officer designated by KCMO, shall be the administrative officer for KCMO respecting this Agreement, and any approvals or other decisions necessary under this Agreement will be made by such Director. The Director of Utilities for Liberty, or such officer at the time performing duties equivalent to that of Director, shall be the Administrative Officer for Liberty respecting this agreement, and any approvals or other decisions necessary under this Agreement will be made by such Director. Any notice required by this Agreement shall be deemed to be well given when delivered in writing to such officers respectively and as provided below.

To Liberty Director of Utilities
 101 E. Kansas St.
 Liberty, MO 64068

To KCMO Director of Water Services
 4800 E 63rd St.
 Kansas City, MO 64130

J. **Sharing of Information.**

Liberty and KCMO each agree to furnish the other party with information consisting of reports, engineering plans and studies reasonably anticipated to impact the operation of either party's wastewater system or upon request from the other party.

K. **Parties and Successors.**

This Agreement shall be binding upon the parties hereto, their successors and assigns, whether the result of legal process, assignment or otherwise, when finally executed and fully approved. Assignment of the rights and responsibilities of this Agreement may not be made without written consent of both parties, however, such consent shall not be unreasonably withheld.

L. **Severability.**

Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been

contained herein so long as the purpose of the Agreement is not thereby frustrated.

M. **Autonomy.**

No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

N. **Matters Disregarded.**

The titles of the several sections, subsections or paragraphs set forth in this Agreement are inserted for convenience or reference only and they shall be disregarded in construing or interpreting any of the provisions of this Agreement.

O. **Effective Date and Expiration.**

The effective date of this Agreement shall be the first day of the month following approval of the governing bodies of KCMO and Liberty and upon its execution. This Agreement shall continue in full force and effect, except as otherwise provided herein, for a period of twenty (20) years from and after its effective date. This Agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies. In addition to any other rights of termination herein, either party may terminate this Agreement by giving two (2) years advance notice to the other party, however, the parties acknowledge that due to the nature of the services provided herein, consideration of the public health and safety will remain a priority.

P. **Previous Agreements.**

With the effective date of this Agreement, all previous contracts and agreements between KCMO and Liberty relating to wastewater services are superseded by this Agreement.

Q. **Complete Agreement.**

This written Agreement constitutes the complete understanding of the parties for treatment and conveyance of wastewater and can only be modified or terminated in writing by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed on the date and year first above written.

CITY OF LIBERTY, MISSOURI

By:

Lyndell W. Brenton

Mayor

ATTEST:

Janet Pitt

[SEAL]

APPROVED AS TO FORM:

CITY OF KANSAS CITY, MISSOURI
WATER SERVICES DEPARTMENT

By: 
Director of Water Services

APPROVED AS TO FORM:


Assistant City Attorney

**LIBERTY, MISSOURI
COOPERATIVE SEWER AGREEMENT**

ATTACHMENT A

**INTERCONNECTION POINTS FOR
WASTEWATER CONVEYANCE AND TREATMENT SERVICES**

Inter-connection Point	Original Agreement Date	Interconnection Location	Service Area	Contributing Party	Comments
1.	12-4-86	South Liberty City Limits Segment 2 to KCMO Trunk Main N067-003	Little Shoal Creek	KCMO	LibMH LSC000 Liberty South Main
2.	NA	Withers Road and Buckingham Road Segment 1 to Segment 2 N105-010	Little Shoal Creek basin Liberty west	KCMO	LibMH LSC173
3.	NA	West central Liberty at Church Rd. near Hwy 152 N140-075	Northwest Liberty	Liberty	Car wash near Home Depot; LibMH ???
4.	NA	Pleasant Valley Church Hills of Oakwood Sub. N143-007	Small area of Northwest Liberty	Liberty	LibMH LSC082
5.	NA	West City Limits of Liberty Liberty Dr. @ Flintlock Rd. N104-020	East portion of Pleasant Valley	KCMO	LibMH LSC807 LSCE Plans MH20
6.	NA	North Church Road, West Limits at 104 th Street N178-045	North Liberty at 104 th Street	Liberty	North Liberty High School area LibMH RC900036
7.	NA	Southwest Liberty limits @Shoal Creek KC main N071-006	Southwest Liberty	Liberty	Ford Stamping Plant; LibMH SC???
8.	NA	Southwest Liberty limits Near US69/Shoal Creek N071-001	Southwest Liberty	Liberty	LibMH SC000
9.	NA	South Valley @ Flintlock Rd. and I-35	Little Shoal Creek South Valley Park	Liberty	LibMH LSC823 LSCIE MH#25

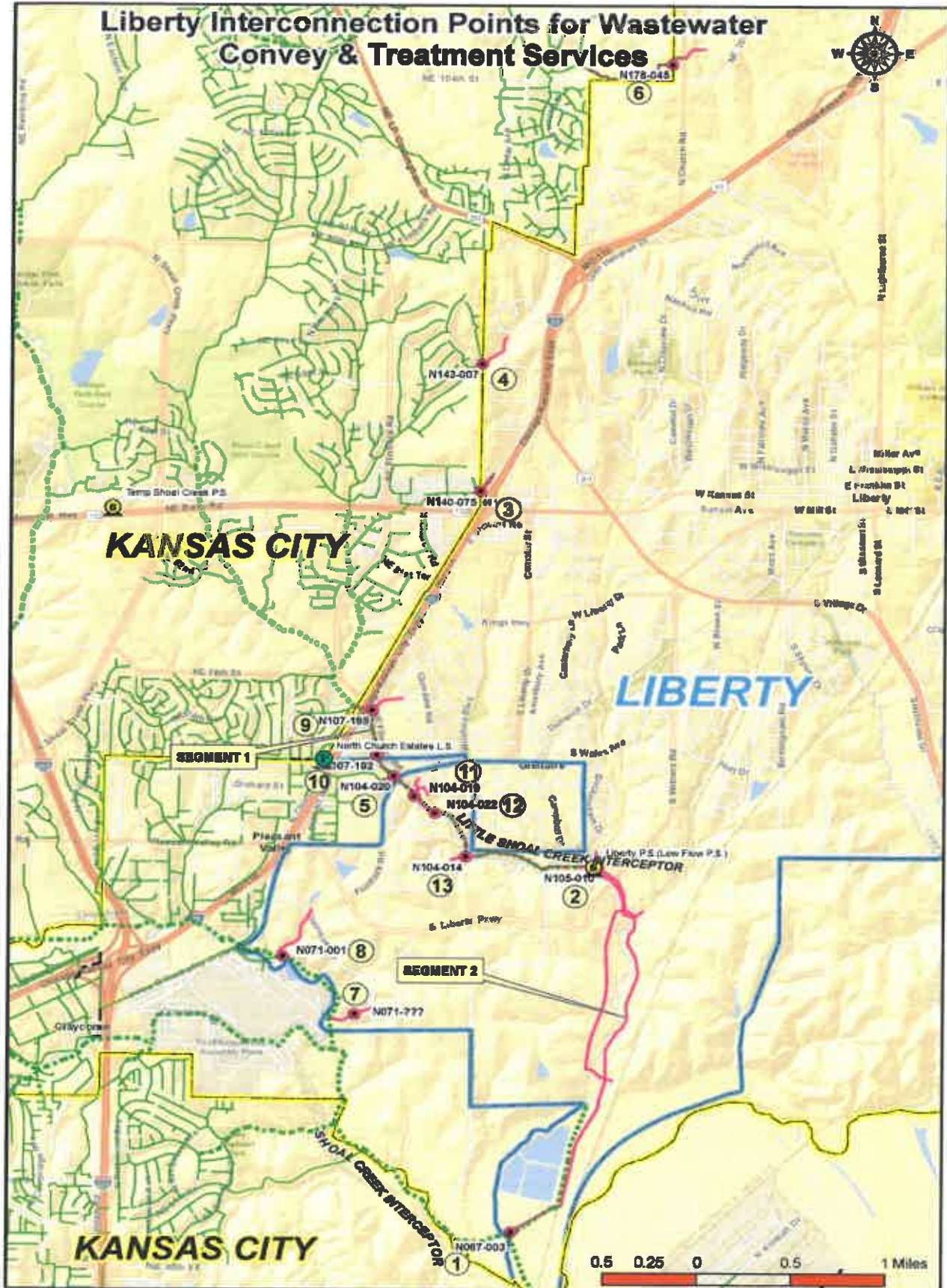
N107-195

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|-----|----|---|---|---------|------------------------------|
| 10. | NA | South Valley School
Complex
N107-192 | Little Shoal Creek
South Valley Park | Liberty | LibMH LSC814
LSCIE MH#22 |
| 11. | NA | Whitehall Subdivision
Liberty Dr. @Bur Oak Ct. | Little Shoal Creek | Liberty | LibMH LSC834
LSCIE MH#17A |
| 12. | NA | Whitehall Subdivision
Bent Oaks Sub. Parallel
24" main N104-022 | Little Shoal Creek | Liberty | LibMH LSC792
LSCIE MH#15 |
| 13. | NA | Our Lady of Mercy
South of But Oak Dr.
N104-014 | Little Shoal Creek | Liberty | LibMH LSC778
LSCIE MH#11 |

Dated: Dec. 9/19

Signed: [Signature]
KCMO

Signed: [Signature]
Liberty



- Interconnection Point
- KCMO Sanitary sewer
- Liberty Sewer Main
- Interconnection Points Per agreement
- KCMO Interceptor
- City of Liberty
- ⊙ Pump Station
- ⊙ Lift Station

**KANSAS CITY, MISSOURI/
LIBERTY, MISSOURI
COOPERATIVE SEWER AGREEMENT**

ATTACHMENT B

SAMPLING SCHEDULE AND SURCHARGE BASIS

Inter-connection Point	Sampling Parameters	Sample Frequency	Sample Reporting Date	Surcharge
1.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20 th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
2.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
3.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
4.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
5.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
6.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
7.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
8.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results
9.	KCMO Local Limits, BOD, TSS, O&G, pH	Once every 12 months	20th of the month following sample collection date	Surcharge for high strength BOD, SS and O&G will be assessed until next sample results

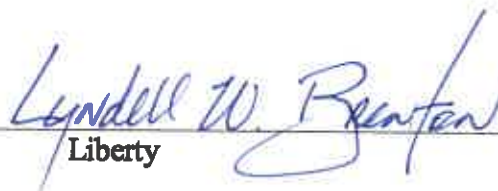
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| 10. | KCMO Local Limits, BOD, TSS, O&G, pH | Once every 12 months | 20th of the month following sample collection date | Surcharge for high strength BOD, SS and O&G will be assessed until next sample results |
| 11. | KCMO Local Limits, BOD, TSS, O&G, pH | Once every 12 months | 20th of the month following sample collection date | Surcharge for high strength BOD, SS and O&G will be assessed until next sample results |
| 12. | KCMO Local Limits, BOD, TSS, O&G, pH | Once every 12 months | 20th of the month following sample collection date | Surcharge for high strength BOD, SS and O&G will be assessed until next sample results |
| 13. | KCMO Local Limits, BOD, TSS, O&G, pH | Once every 12 months | 20th of the month following sample collection date | Surcharge for high strength BOD, SS and O&G will be assessed until next sample results |

Dated:

Signed:


KCMO

Signed:


Liberty

**KANSAS CITY, MISSOURI/
LIBERTY, MISSOURI
COOPERATIVE SEWER AGREEMENT**

ATTACHMENT C

**DOCUMENTATION OF
LIBERTY'S BOUNDARIES**

**KANSAS CITY, MISSOURI/
LIBERTY, MISSOURI
COOPERATIVE SEWER AGREEMENT**

ATTACHMENT D

"SIGNIFICANT INDUSTRIAL OR COMMERCIAL USER"

For the purposes of this Agreement, the definition of the term "significant industrial or commercial user" shall be any non-residential user which:

1. Is subject to Categorical Pretreatment Standards; or
2. Purchases, uses, or Discharges an average of 25,000 gallons per day or more of water; or
3. Discharges a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the Wastewater Treatment Plant serving the said user; or
4. Accepts waste from another location outside the facility's boundaries for treatment, storage or disposal; or
5. Provides "recycling" services for materials from another location outside the facility's boundaries; or
6. Provides laundering services for commercial/industrial accounts; or
7. Has the potential for discharge of silver in significant quantities; or
8. Is designated as significant by the Director on the basis that the User has a reasonable potential for adversely affecting the POTW's operations, for violating Pretreatment Standards or Requirements or sewer use ordinances or regulations enacted as described in this Agreement.

**KANSAS CITY, MISSOURI
LIBERTY, MISSOURI
SEWER SERVICES AGREEMENT**

ATTACHMENT E

**DESIGN STANDARDS FOR
INTERJURISDICTIONAL MONITORING FACILITIES
(IMFs)**

1. Each IMF shall include at least:
 - (a) A suitable manhole or other structure for installation of flow monitoring equipment;
 - (b) A Palmer-Bowlus flume or other appropriate flow measuring device;
 - (c) An ultrasonic open channel flow monitor including flow and pH data logging with modern capabilities and RS-232 serial port communications similar to the latest Isco Model Series 4000 flow measurement device;
 - (d) A structure generally 6-ft tall by 3 ft by 4 ft to house data recorder, 110v electric service, telephone equipment, composite sampler and ventilation fan;
 - (e) Light and ventilation to flow measuring manhole;
 - (f) Five conduits from structure to manhole for 2 sampling tubes, ultrasonic coaxial cable, light, and ventilation;
 - (g) 110v electric service to structure.

2. Alternate IMF designs for interconnections receiving pumped rather than gravity flow will be considered on a case by case basis.

Attachment F - Universal Wastewater Surcharge

Effective May 1, 2019

Surcharge	Threshold	Rate lb
BOD	250	\$0.448
SS	250	\$0.220
O&G	30	\$0.191

Base Inputs	BOD	SS	O&G	BOD/ccf	SS/ccf	O&G/ccf	Total/ccf
Office Building	175	250	30	\$ -	\$ -	\$ -	\$ -
Mall	150	150	30	\$ -	\$ -	\$ -	\$ -
Hospital	820	1,233	93	\$ 1.5863	\$ 1.3495	\$ 0.0751	\$ 3.0109
Movie Theater	150	150	30	\$ -	\$ -	\$ -	\$ -
Hotel	429	486	64	\$ 0.4982	\$ 0.3240	\$ 0.0405	\$ 0.8627
Shopping Center	150	150	30	\$ -	\$ -	\$ -	\$ -
Membership Organizations	372	146	44	\$ 0.3395	\$ -	\$ 0.0167	\$ 0.3562
Automobile Service Station / Convenience Store	280	280	30	\$ 0.0835	\$ 0.0412	\$ -	\$ 0.1247
Department and Retail Stores	150	150	30	\$ -	\$ -	\$ -	\$ -
Museum	150	150	30	\$ -	\$ -	\$ -	\$ -
Casino	540	260	46	\$ 0.8071	\$ 0.0137	\$ 0.0191	\$ 0.8399

Businesses type / Stand alone	BOD	SS	O&G	BOD/ccf	SS/ccf	O&G/ccf	Total/ccf
Restaurant - Full Service Sit Down	1,000	572	147	\$ 2.0873	\$ 0.4420	\$ 0.1394	\$ 2.6688
Restaurant - Fast Food	1,198	724	150	\$ 2.6383	\$ 0.6507	\$ 0.1430	\$ 3.4320
Restaurant - Deli / Coffee Shop / Not Classified	500	400	60	\$ 0.6958	\$ 0.2059	\$ 0.0358	\$ 0.9374
Bar or Night Club (with Food)	600	400	100	\$ 0.9741	\$ 0.2059	\$ 0.0834	\$ 1.2634
Bakery	1,400	733	150	\$ 3.2005	\$ 0.6631	\$ 0.1430	\$ 4.0066
Grocery with Butcher or Bakery	814	767	99	\$ 1.5696	\$ 0.7097	\$ 0.0822	\$ 2.3616
Dairy Store	553	517	83	\$ 0.8433	\$ 0.3665	\$ 0.0632	\$ 1.2730
Schools with Cafeteria	700	450	70	\$ 1.2524	\$ 0.2746	\$ 0.0477	\$ 1.5746
Day Care with Food	550	440	50	\$ 0.8349	\$ 0.2608	\$ 0.0238	\$ 1.1196
Golf Course with food	700	450	70	\$ 1.2524	\$ 0.2746	\$ 0.0477	\$ 1.5746
Nursing Home with Food Service	556	489	64	\$ 0.8516	\$ 0.3281	\$ 0.0405	\$ 1.2202

Classifications

Office Building	BOD	SS	O&G	BOD/ccf	SS/ccf	O&G/ccf	Total/ccf
Restaurant - Full Service Sit Down	588	411	89	\$ 0.9407	\$ 0.2210	\$ 0.0703	\$ 1.2320
Restaurant - Fast Food	687	487	90	\$ 1.2162	\$ 0.3254	\$ 0.0715	\$ 1.6131
Restaurant - Deli / Coffee Shop / Not Classified	338	325	45	\$ 0.2449	\$ 0.1030	\$ 0.0179	\$ 0.3657
Bar or Night Club (with Food)	388	325	65	\$ 0.3841	\$ 0.1030	\$ 0.0417	\$ 0.5287
Bakery	788	492	90	\$ 1.4973	\$ 0.3322	\$ 0.0715	\$ 1.9010
Grocery with Butcher or Bakery	495	509	65	\$ 0.6818	\$ 0.3556	\$ 0.0417	\$ 1.0791
Dairy Store	364	384	57	\$ 0.3173	\$ 0.1840	\$ 0.0322	\$ 0.5334

Mall	BOD	SS	O&G	BOD/ccf	SS/ccf	O&G/ccf	Total/ccf
Restaurant - Full Service Sit Down	575	361	89	\$ 0.9045	\$ 0.1524	\$ 0.0703	\$ 1.1272
Restaurant - Fast Food	674	437	90	\$ 1.1800	\$ 0.2567	\$ 0.0715	\$ 1.5082
Restaurant - Deli / Coffee Shop / Not Classified	325	275	45	\$ 0.2087	\$ 0.0343	\$ 0.0179	\$ 0.2609
Bar or Night Club (with Food)	375	275	65	\$ 0.3479	\$ 0.0343	\$ 0.0417	\$ 0.4239
Bakery	775	442	90	\$ 1.4811	\$ 0.2636	\$ 0.0715	\$ 1.7962
Grocery with Butcher or Bakery	482	459	65	\$ 0.6457	\$ 0.2869	\$ 0.0417	\$ 0.9743
Dairy Store	352	334	57	\$ 0.2839	\$ 0.1153	\$ 0.0322	\$ 0.4314

Hospital	BOD	SS	O&G	BOD/ccf	SS/ccf	O&G/ccf	Total/ccf
Restaurant - Full Service Sit Down	910	903	120	\$ 1.8368	\$ 0.8964	\$ 0.1073	\$ 2.8405
Restaurant - Fast Food	1,009	979	122	\$ 2.1123	\$ 1.0008	\$ 0.1096	\$ 3.2227
Restaurant - Deli / Coffee Shop / Not Classified	660	817	77	\$ 1.1410	\$ 0.7784	\$ 0.0560	\$ 1.9754
Bakery	1,110	983	122	\$ 2.3934	\$ 1.0063	\$ 0.1096	\$ 3.5093
Dairy Store	687	875	88	\$ 1.2162	\$ 0.8580	\$ 0.0691	\$ 2.1433

Attachment F - Universal Wastewater Surcharge

Effective May 1, 2019

Surcharge	Threshold	Rate lb
BOD	250	\$0.446
SS	250	\$0.220
O&G	30	\$0.191

	<u>BOD</u>	<u>SS</u>	<u>O&G</u>	<u>BOD/ccf</u>	<u>SS/ccf</u>	<u>O&G/ccf</u>	<u>Total/ccf</u>
Movie Theater							
Restaurant - Full Service Sit Down	575	361	89	\$ 0.9045	\$0.1524	\$ 0.0703	\$ 1.1272
Restaurant - Fast Food	674	437	90	\$ 1.1800	\$0.2587	\$ 0.0715	\$ 1.5082
Restaurant - Deli / Coffee Shop / Not Classified	325	275	45	\$ 0.2087	\$0.0343	\$ 0.0179	\$ 0.2609
Dairy Store	352	334	65	\$ 0.2839	\$0.1153	\$ 0.0417	\$ 0.4409
Hotel							
Restaurant - Full Service Sit Down	716	529	108	\$ 1.2941	\$0.3830	\$ 0.0906	\$ 1.7677
Restaurant - Fast Food	814	605	107	\$ 1.5898	\$0.4873	\$ 0.0918	\$ 2.1488
Restaurant - Deli / Coffee Shop / Not Classified	465	443	62	\$ 0.5984	\$0.2650	\$ 0.0381	\$ 0.9014
Bar or Night Club (with Food)	515	443	82	\$ 0.7375	\$0.2650	\$ 0.0620	\$ 1.0644
Shopping Center							
Restaurant - Full Service Sit Down	575	361	89	\$ 0.9045	\$0.1524	\$ 0.0703	\$ 1.1272
Restaurant - Fast Food	674	437	90	\$ 1.1800	\$0.2587	\$ 0.0715	\$ 1.5082
Restaurant - Deli / Coffee Shop / Not Classified	325	275	45	\$ 0.2087	\$0.0343	\$ 0.0179	\$ 0.2609
Bar or Night Club (with Food)	375	275	65	\$ 0.3479	\$0.0343	\$ 0.0417	\$ 0.4239
Bakery	775	442	90	\$ 1.4811	\$0.2836	\$ 0.0715	\$ 1.7962
Grocery with Butcher or Bakery	482	459	65	\$ 0.6457	\$0.2869	\$ 0.0417	\$ 0.9743
Dairy Store	352	334	57	\$ 0.2839	\$0.1153	\$ 0.0322	\$ 0.4314
Membership Organizations							
Restaurant - Full Service Sit Down	686	359	96	\$ 1.2134	\$0.1496	\$ 0.0787	\$ 1.4417
Restaurant - Fast Food	785	435	97	\$ 1.4889	\$0.2540	\$ 0.0799	\$ 1.8227
Restaurant - Deli / Coffee Shop / Not Classified	436	273	52	\$ 0.5176	\$0.0316	\$ 0.0262	\$ 0.5754
Bakery	886	440	97	\$ 1.7700	\$0.2608	\$ 0.0799	\$ 2.1107
Grocery with Butcher or Bakery	593	457	72	\$ 0.9548	\$0.2842	\$ 0.0501	\$ 1.2888
Dairy Store	463	332	64	\$ 0.5928	\$0.1126	\$ 0.0405	\$ 0.7459
Automobile Service Station / Convenience Store							
Restaurant - Full Service Sit Down	640	426	89	\$ 1.0854	\$0.2416	\$ 0.0703	\$ 1.3973
Restaurant - Fast Food	739	502	90	\$ 1.3609	\$0.3459	\$ 0.0715	\$ 1.7784
Restaurant - Deli / Coffee Shop / Not Classified	390	340	45	\$ 0.3896	\$0.1236	\$ 0.0179	\$ 0.5311
Bakery	840	507	90	\$ 1.6420	\$0.3528	\$ 0.0715	\$ 2.0663
Grocery with Butcher or Bakery	547	524	65	\$ 0.8286	\$0.3761	\$ 0.0417	\$ 1.2444
Dairy Store	417	399	57	\$ 0.4648	\$0.2045	\$ 0.0322	\$ 0.7015
Department and Retail Stores							
Restaurant - Full Service Sit Down	575	361	89	\$ 0.9045	\$0.1524	\$ 0.0703	\$ 1.1272
Restaurant - Fast Food	674	437	90	\$ 1.1800	\$0.2587	\$ 0.0715	\$ 1.5082
Restaurant - Deli / Coffee Shop / Not Classified	325	275	45	\$ 0.2087	\$0.0343	\$ 0.0179	\$ 0.2609
Bakery	775	442	90	\$ 1.4811	\$0.2836	\$ 0.0715	\$ 1.7962
Grocery with Butcher or Bakery	482	459	65	\$ 0.6457	\$0.2869	\$ 0.0417	\$ 0.9743
Dairy Store	352	334	57	\$ 0.2839	\$0.1153	\$ 0.0322	\$ 0.4314
Museum							
Restaurant - Full Service Sit Down	575	361	89	\$ 0.9045	\$0.1524	\$ 0.0703	\$ 1.1272
Restaurant - Fast Food	674	437	90	\$ 1.1800	\$0.2587	\$ 0.0715	\$ 1.5082
Restaurant - Deli / Coffee Shop / Not Classified	325	275	45	\$ 0.2087	\$0.0343	\$ 0.0179	\$ 0.2609
Casino							
Restaurant - Full Service Sit Down	770	416	97	\$ 1.4472	\$0.2279	\$ 0.0799	\$ 1.7549
Restaurant - Fast Food	869	492	98	\$ 1.7227	\$0.3322	\$ 0.0810	\$ 2.1360
Restaurant - Deli / Coffee Shop / Not Classified	520	330	53	\$ 0.7514	\$0.1098	\$ 0.0274	\$ 0.8887
Bar or Night Club (with Food)	570	330	73	\$ 0.8906	\$0.1098	\$ 0.0512	\$ 1.0516
Bakery	970	497	98	\$ 2.0038	\$0.3391	\$ 0.0810	\$ 2.4239
Dairy Store	547	399	65	\$ 0.8266	\$0.1906	\$ 0.0417	\$ 1.0591

**KANSAS CITY, MISSOURI
LIBERTY, MISSOURI
COOPERATIVE SEWER AGREEMENT**

ATTACHMENT G

**LIST OF LIBERTY RESIDENTIAL CUSTOMERS (ADDRESSES) SERVED BY KANSAS CITY,
MISSOURI**

PARCELID	SITEADDRESS	SEC	TWN	RGE
10902000102201	2800 N CHURCH RD	25	52	32
10919000200101	1640 N 291 HWY	36	52	32
10919000200102	1524 NE 96TH ST	36	52	32
10919000200103	1500 NE 96TH ST	36	52	32
10919000200104	1528 NE 96TH ST	36	52	32
10919000200105	1532 NE 96TH ST	36	52	32
10919000200106	1536 NE 96TH ST	36	52	32
10919000200108	1540 NE 96TH ST	36	52	32
10919000200109	1516 NE 96TH ST	36	52	32
10919000200110	1512 NE 96TH ST	36	52	32
10919000200111	1508 NE 96TH ST	36	52	32
10919000200112	1504 NE 96TH ST	36	52	32
10919000200113	1508 NE 96TH ST	36	52	32
10919000200114	1508 NE 96TH ST	36	52	32
10919000200115	1512 NE 96TH ST	36	52	32
10919000200116	1528 NE 96TH ST	36	52	32
10919000200117	1508 NE 96TH ST	36	52	32
10919000200118	1532 NE 96TH ST	36	52	32
11701000100400	1000 NE 104TH ST	30	52	31
14307000100100	1547 OAKWOOD LN	1	51	32
14307000100700	1563 OAKWOOD LN	1	51	32
14307000100800	1567 OAKWOOD LN	1	51	32
14307000100900	1571 OAKWOOD LN	1	51	32
14307000101000	1575 OAKWOOD LN	1	51	32
14307000101100	1579 NE 92ND ST	1	51	32
14307000101200	1583 NE 92ND ST	1	51	32
14307000101300	1587 NE 92ND ST	1	51	32
14307000101400	1591 NE 92ND ST	1	51	32
14307000200100	1588 NE 92ND ST	1	51	32
14307000200200	1584 NE 92ND ST	1	51	32
14307000200300	1580 NE 92ND ST	1	51	32
14307000200400	1583 WOODBINE CT	1	51	32
14307000200500	1590 WOODBINE CT	1	51	32

14307000200700	1586 WOODBINE CT	1	51	32
14307000200800	1582 WOODBINE CT	1	51	32
14307000200900	1581 SUGAR MAPLE LN	1	51	32
14307000201000	1585 SUGAR MAPLE LN	1	51	32
14307000201100	1589 SUGAR MAPLE LN	1	51	32
14307000201200	1588 SUGAR MAPLE LN	1	51	32
14307000201300	1584 SUGAR MAPLE LN	1	51	32
14307000201400	1580 SUGAR MAPLE LN	1	51	32
14307000201700	1415 TIMBER RIDGE DR	1	51	32
14307000201800	1411 TIMBER RIDGE DR	1	51	32
14307000201900	1407 TIMBER RIDGE DR	1	51	32
14307000202000	1403 TIMBER RIDGE DR	1	51	32
14307000202100	1316 WILLOW WOOD LN	1	51	32
14307000202200	1320 WILLOW WOOD LN	1	51	32
14307000202300	1321 WILLOW WOOD LN	1	51	32
14307000202400	1319 WILLOW WOOD LN	1	51	32
14307000202500	1315 WILLOW WOOD LN	1	51	32
14307000202600	1311 WILLOW WOOD LN	1	51	32
14307000202800	1303 TIMBER RIDGE DR	1	51	32
14307000300100	1327 TIMBER RIDGE CT	1	51	32
14307000300200	1402 TIMBER RIDGE DR	1	51	32
14307000300300	1314 TIMBER RIDGE DR	1	51	32
14307000300400	1310 TIMBER RIDGE DR	1	51	32
14307000300500	1306 TIMBER RIDGE DR	1	51	32
14307000300600	1302 TIMBER RIDGE DR	1	51	32
14307000300700	1556 OAKWOOD LN	1	51	32
14307000300800	1560 OAKWOOD LN	1	51	32
14307000300900	1564 OAKWOOD LN	1	51	32
14307000301000	1568 OAKWOOD LN	1	51	32
14307000301100	1572 OAKWOOD LN	1	51	32
14307000301200	1514 TIMBER RIDGE DR	1	51	32
14307000301300	1510 TIMBER RIDGE DR	1	51	32
14307000301400	1506 TIMBER RIDGE DR	1	51	32
14307000301500	1502 TIMBER RIDGE DR	1	51	32
14307000301600	1424 TIMBER RIDGE DR	1	51	32
14307000301700	1420 TIMBER RIDGE DR	1	51	32
14307000301800	1324 TIMBER RIDGE CT	1	51	32
14307000301900	1316 TIMBER RIDGE CT	1	51	32
14307000302000	1308 TIMBER RIDGE CT	1	51	32
14307000302100	1304 TIMBER RIDGE CT	1	51	32
14307000302200	1303 TIMBER RIDGE CT	1	51	32
14307000302300	1307 TIMBER RIDGE CT	1	51	32
14307000302400	1311 TIMBER RIDGE CT	1	51	32

14307000302500	1315 TIMBER RIDGE CT	1	51	32
14307000302600	1319 TIMBER RIDGE CT	1	51	32
14307000302700	1323 TIMBER RIDGE CT	1	51	32
14307000400100	1600 N 291 HWY	1	51	32
14315000301000	2120 W COLLEGE ST	12	51	32
14315000301001	2108 W COLLEGE ST	12	51	32
14315000301100	220 N CHURCH RD	12	51	32
14603000100500	2110 ST GASPAR WAY	23	51	32
14603000100700	2135 MANOR WAY	23	51	32
14603000100701	2127 MANOR WAY	23	51	32
14603000100702	2138 MANOR WAY	23	51	32
14603000100800	2109 MATAURANA DR	23	51	32
14610000701500	900 GLENDALE RD	14	51	32
14610000701600	904 GLENDALE RD	14	51	32
14610000701700	908 GLENDALE RD	14	51	32
14610000701800	912 GLENDALE RD	14	51	32
14610000701900	916 GLENDALE RD	14	51	32
14610000702000	920 GLENDALE RD	14	51	32
14610000702100	927 MIDJAY DR	14	51	32
14610000702200	923 MIDJAY DR	14	51	32
14610000702300	919 MIDJAY DR	14	51	32
14610000702400	915 MIDJAY DR	14	51	32
14610000702500	911 MIDJAY DR	14	51	32
14610000702600	907 MIDJAY DR	14	51	32
14610000702700	903 MIDJAY DR	14	51	32
14610000702800	504 PERSHING AVE	14	51	32
14610000702900	502 PERSHING AVE	14	51	32
14610000703000	809 MIDJAY DR	14	51	32
14610000703100	805 MIDJAY DR	14	51	32
14610000703200	717 MIDJAY DR	14	51	32
14610000703300	713 MIDJAY DR	14	51	32
14610000703400	709 MIDJAY DR	14	51	32
14610000703500	705 MIDJAY DR	14	51	32
14610000703600	625 MIDJAY DR	14	51	32
14610000703700	504 SHERRY LN	14	51	32
14610000703800	505 SHERRY LN	14	51	32
14610000703900	509 SHERRY LN	14	51	32
14610000704000	621 MIDJAY DR	14	51	32
14610000704100	617 MIDJAY DR	14	51	32
14610000704200	613 MIDJAY DR	14	51	32
14610000704300	609 MIDJAY DR	14	51	32
14610000704400	518 BANCROFT AVE	14	51	32
14610000704500	514 BANCROFT AVE	14	51	32

KCMO/ LIBERTY, MO

COOPERATIVE SEWER AGREEMENT

14610000704600	510 BANCROFT AVE	14	51	32
14610000704700	506 BANCROFT AVE	14	51	32
14610000704800	502 BANCROFT AVE	14	51	32
14610000704900	503 BANCROFT AVE	14	51	32
14610000705000	507 BANCROFT AVE	14	51	32
14610000705100	511 BANCROFT AVE	14	51	32
14610000705200	515 BANCROFT AVE	14	51	32
14610000705300	517 MIDJAY DR	14	51	32
14610000705400	513 MIDJAY DR	14	51	32
14610000705500	509 MIDJAY DR	14	51	32
14610000705600	505 MIDJAY DR	14	51	32
14610000705700	516 AMHURST AVE	14	51	32
14610000705800	512 AMHURST AVE	14	51	32
14610000705900	508 AMHURST AVE	14	51	32
14610000706000	504 AMHURST AVE	14	51	32
14610000706100	503 AMHURST AVE	14	51	32
14610000706200	507 AMHURST AVE	14	51	32
14610000706300	511 AMHURST AVE	14	51	32
14610000706400	515 AMHURST AVE	14	51	32
14610000706500	425 MIDJAY DR	14	51	32
14610000706600	421 MIDJAY DR	14	51	32
14610000706700	417 MIDJAY DR	14	51	32
14610000706800	520 CIERRA CR	14	51	32
14610000706900	518 CIERRA CR	14	51	32
14610000707000	514 CIERRA CR	14	51	32
14610000707100	509 CIERRA CR	14	51	32
14610000707200	513 CIERRA CR	14	51	32
14610000707300	517 CIERRA CR	14	51	32
14610000707400	393 MIDJAY DR	14	51	32
14610000707500	389 MIDJAY DR	14	51	32
14610000707600	524 BRENTWOOD DR	14	51	32
14610000707700	520 BRENTWOOD DR	14	51	32
14610000707800	516 BRENTWOOD DR	14	51	32
14610000707900	512 BRENTWOOD DR	14	51	32
14610000708000	508 BRENTWOOD DR	14	51	32
14610000708100	504 BRENTWOOD DR	14	51	32
14610000708200	310 GLENDALE RD	14	51	32
14610001200200	800 MIDJAY DR	14	51	32
14614000100100	1880 BENT OAKS DR	23	51	32
14614000100300	1856 BENT OAKS DR	23	51	32
14614000100500	1848 BENT OAKS DR	23	51	32
14614000100600	1840 BENT OAKS DR	23	51	32
14614000100700	1832 BENT OAKS DR	23	51	32

14614000100800	1824 BENT OAKS DR	23	51	32
14614000100900	1816 BENT OAKS DR	23	51	32
14614000101000	1808 BENT OAKS DR	23	51	32
14614000101100	1800 BENT OAKS DR	23	51	32
14614000101200	1801 BENT OAKS DR	23	51	32
14614000101300	1809 BENT OAKS DR	23	51	32
14614000101400	1849 BENT OAKS DR	23	51	32
14614000101500	1855 BENT OAKS DR	23	51	32
14614000101600	1859 BENT OAKS CT	23	51	32
14614000101700	1863 BENT OAKS CT	23	51	32
14614000101800	1867 BENT OAKS CT	23	51	32
14614000101900	1871 BENT OAKS DR	23	51	32
14614000102000	1879 BENT OAKS DR	23	51	32
14614000102100	2216 WINDING WOODS DR	23	51	32
14614000102200	2208 WINDING WOODS DR	23	51	32
14614000102300	2200 WINDING WOODS DR	23	51	32
14614000102400	2152 OAK CREST DR	23	51	32
14614000102500	1862 HIDDEN OAKS CT	23	51	32
14614000102600	1856 HIDDEN OAKS CT	23	51	32
14614000102700	1850 HIDDEN OAKS CT	23	51	32
14614000102800	1851 HIDDEN OAKS CT	23	51	32
14614000102900	1859 HIDDEN OAKS CT	23	51	32
14614000103000	1867 HIDDEN OAKS CT	23	51	32
14614000103100	2136 OAK CREST DR	23	51	32
14614000103200	2128 OAK CREST DR	23	51	32
14614000103300	2124 OAK CREST DR	23	51	32
14614000103400	2120 OAK CREST DR	23	51	32
14614000103500	2116 WINDING WOODS DR	23	51	32
14614000103600	2108 WINDING WOODS DR	23	51	32
14614000103700	2100 WINDING WOODS DR	23	51	32
14614000103800	2101 WINDING WOODS DR	23	51	32
14614000103900	2109 WINDING WOODS DR	23	51	32
14614000104000	2117 WINDING WOODS DR	23	51	32
14614000104100	2125 WINDING WOODS DR	23	51	32
14614000104200	2133 WINDING WOODS DR	23	51	32
14614000104300	2141 WINDING WOODS DR	23	51	32
14614000104400	2149 WINDING WOODS DR	23	51	32
14614000104500	2157 WINDING WOODS DR	23	51	32
14614000104600	2209 OAK CREST DR	23	51	32
14614000104700	2217 OAK CREST DR	23	51	32
14614000104800	2225 OAK CREST DR	23	51	32
14614000104900	2233 OAK CREST DR	23	51	32
14614000105000	2230 OAK CREST DR	23	51	32

14614000105100	2226 OAK CREST DR	23	51	32
14614000105200	2218 OAK CREST DR	23	51	32
14614000105400	2209 WINDING WOODS DR	23	51	32
14614000105500	2217 WINDING WOODS DR	23	51	32
14614000200100	2154 WINDING WOODS DR	23	51	32
14614000200200	2155 OAK CREST DR	23	51	32
14614000200300	2145 OAK CREST DR	23	51	32
14614000200400	2129 OAK CREST DR	23	51	32
14614000200500	2124 WINDING WOODS DR	23	51	32
14614000200600	2132 WINDING WOODS DR	23	51	32
14614000200700	2142 WINDING WOODS DR	23	51	32
14614000400100	2153 RED OAK LN	23	51	32
14614000400200	2149 RED OAK LN	23	51	32
14614000400300	2145 RED OAK LN	23	51	32
14614000400400	1784 RED OAK CT	23	51	32
14614000400500	1788 RED OAK CT	23	51	32
14614000400600	1792 RED OAK CT	23	51	32
14614000400700	1796 RED OAK CT	23	51	32
14614000400800	1789 RED OAK CT	23	51	32
14614000401000	2141 RED OAK LN	23	51	32
14614000401100	2133 RED OAK LN	23	51	32
14614000401200	2129 RED OAK LN	23	51	32
14614000401300	2125 RED OAK LN	23	51	32
14614000401400	2121 RED OAK LN	23	51	32
14614000401500	2117 RED OAK LN	23	51	32
14614000401600	2113 RED OAK LN	23	51	32
14614000401700	2109 RED OAK LN	23	51	32
14614000402100	2106 BUR OAK CT	23	51	32
14614000402200	2110 BUR OAK CT	23	51	32
14614000402300	2114 BUR OAK CT	23	51	32
14614000402400	2118 BUR OAK CT	23	51	32
14614000402500	2122 BUR OAK CT	23	51	32
14614000402600	2121 BUR OAK CT	23	51	32
14614000402700	2103 BUR OAK CT	23	51	32
14614000402800	1812 BUR OAK DR	23	51	32
14614000402900	1820 BUR OAK DR	23	51	32
14614000500300	1777 OAK LEAF DR	23	51	32
14614000500401	2124 RED OAK LN	23	51	32
14614000501100	1805 BUR OAK DR	23	51	32
14614000501200	1809 BUR OAK DR	23	51	32
14614000501300	1813 BUR OAK DR	23	51	32
14614000501400	1817 BUR OAK DR	23	51	32
14614000600100	2150 RED OAK LN	23	51	32

14614000600200	2146 RED OAK LN	23	51	32
14614000600300	2142 RED OAK LN	23	51	32
14614000600400	2138 RED OAK LN	23	51	32
14614000600500	2134 RED OAK LN	23	51	32
14614000600600	1774 OAK LEAF DR	23	51	32
14901000100100	0 HUGHES RD	26	51	32

**AMENDMENT TO THE COOPERATIVE AGREEMENT FOR SEWER SERVICE
BETWEEN
THE CITY OF KANSAS CITY, MISSOURI
AND
THE CITY OF LIBERTY, MISSOURI**

This First Amended Cooperative Agreement, made and entered into this _____ day of _____, 2021, by and between The City of Liberty, Missouri, a Special Charter City of the State of Missouri, hereinafter referred to as "Liberty" and the CITY OF KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, hereinafter referred to as "KCMO", (hereinafter, the "Amendment")

WITNESSETH:

WHEREAS, Liberty and KCMO entered into a Cooperative Agreement for Sewer Service on November 15, 2019 ("Agreement") that addressed issues including but not limited to: (1) ownership or use of the Little Shoal Creek Interceptor Extension, the South Liberty Line and their appurtenances, (2) fair compensation and terms for the sale/purchase/use of these assets, and (3) the rights, obligations and terms for future sewer services or connections to either party's sewer system or facilities; and

WHEREAS, KCMO has been using Segment 2, pursuant to the terms of the Agreement; and

WHEREAS, Liberty has informed KCMO that Segment 2, as noted in the map associated with Attachment A, needs significant repair to remain in operation and KCMO has elected to connect to the Liberty interceptor sewer constructed as part of the Liberty Treatment Plant in lieu of making needed repairs to Segment 2; and

WHEREAS, the Agreement authorizes emergency treatment services to KCMO upon failure of Segment 2, but KCMO desires temporary non-emergency treatment services through the connection at the Liberty interceptor sewer; and

WHEREAS, the Parties now desire to amend the Agreement to address future services, KCMO's disconnection from Segment 2 responsibilities, and Liberty providing treatment services to KCMO on a temporary, non-emergency basis; and

WHEREAS, Liberty, under the provisions of the Liberty's City Code of Ordinances, Chapter 29, and KCMO, under the provisions of Charter and Code of Ordinances, are empowered to acquire, construct, maintain and control common systems of sewers and wastewater treatment plants to provide sanitary conditions for the preservation of public health; and

WHEREAS, the provisions of R.S.Mo. Section 70.210 *et. seq.* and other authority allows political subdivisions and municipalities of Missouri to contract and cooperate with other political subdivisions and municipalities for the planning, development, construction, acquisition, or operation of public improvements or facilities, or for common services; and

WHEREAS, it has become mutually desirable and beneficial to amend certain terms and provisions of the

Agreement;

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

Section 1. Sections Amended.

Article II, Section D, Subsection 3 is hereby amended by deleting the language therein and inserting the following:

For the previous month before the last day of the following month, Liberty will provide a list of addresses for all customers cited in Attachment G that receive wastewater treatment service from KCMO, which shall be revised periodically, but no less than once annually or as required as reasonably determined by Liberty, to indicate any changes impacting the overall service required, and their associated water usage for the month which will serve as the basis for their monthly wastewater charge.

Article III Title is hereby amended to read LIBERTY PROVISION OF WASTEWATER CONVEYANCE AND TEMPORARY TREATMENT SERVICES TO KCMO

Article III, Section A, is hereby amended by deleting the language therein and inserting the following:

Scope.

This Article applies to KCMO's use of Liberty's South sewer line designated as Segment 2 depicted in the map associated with Attachment A incorporated by reference as if fully set out herein (hereinafter "Segment 2") and the provision of temporary, non-emergency wastewater treatment services provided to KCMO by Liberty through a new connection at the Liberty Interceptor Sewer depicted in the map associated with Attachment A incorporated by reference as if fully set out herein (hereinafter "Liberty Interceptor Sewer").

Article III, Section B is hereby amended by deleting the language therein and inserting the following:

Rights of Use.

Subject to the conditions herein, KCMO shall have the right to discharge sanitary sewage and wastes into Liberty's system. The Parties acknowledge that KCMO's use is temporary and shall cease not later than December 31, 2026, unless otherwise agreed to by the parties.

Article III, Section F is hereby amended by deleting the title and the language therein and inserting the following:

Special Conditions.

- 1. Acknowledgement of Status.** As of the effective date of this Amendment, the parties agree that KCMO is using its best efforts to cease use of Segment 2 as soon as reasonably possible, and KCMO has taken steps to ensure it can continue to use Segment 2 in compliance with the Agreement until a new connection can be properly made and its use of Segment 2 stops. KCMO is accepting all risk and liability, including but not limited to governmental compliance, for its continued use of Segment 2. KCMO shall cease its use of Segment 2 and connect to the Liberty Interceptor Sewer as soon as reasonably practicable but in

- no event not later than May 31, 2021. Until KCMO connects to Liberty's interceptor sewer, KCMO shall continue to pay Liberty \$2,575.00 on the first of every month in accordance with the Agreement.
2. **Indemnification.** KCMO shall be solely responsible for any overflow, discharge, or other damage, cost, or liability, including but not limited to governmental compliance, penalties, and costs relating thereto, arising from its use at the connection to the Liberty Interceptor Sewer or any flow or material allowed by KCMO to be conveyed therein. To the extent allowable by law, KCMO shall hold harmless and indemnify, including reasonable costs and reasonable attorneys' fees, and defend Liberty from any cost, damage, liability, or expense in any way arising from KCMO's use of Segment 2, connection to the Liberty interceptor sewer, or any flow or material allowed by KCMO to be conveyed therein.
 3. **Segment 2 Termination and Restoration.** Per the terms of the Agreement, KCMO agrees that once KCMO no longer uses Segment 2, KCMO shall disconnect Segment 2 from the Kansas City system, install a permanent plug at the Liberty Segment 2 line, and otherwise secure both systems at that point. KCMO shall work with Liberty to establish a mutually agreeable timeline for the work and ensure upon completion of such work that the surrounding area is in a reasonably safe condition.
 4. **Temporary Services.** Liberty shall provide KCMO treatment services through KCMO's connection to the Liberty Interceptor Sewer. KCMO, for its convenience, may terminate its use of Liberty's system upon 30 days' written notice to Liberty, however nothing herein shall alleviate, limit, or exempt KCMO of its duty in subparagraph 2 above for claims which arise prior to the effective date of termination or subparagraph 3. The parties further agree that if Liberty determines that its system is no longer capable of providing treatment services to KCMO in compliance with law or for capacity issues, it may cancel KCMO's right to receive treatment services upon 30 days written notice to KCMO, unless as otherwise provided herein. If practicable, KCMO will pay for a meter and installation of said meter that will be used to measure wastewater flow sent to Liberty. Liberty will be responsible for maintaining the installed meter and providing reads from the meter. If this is not practicable based on an engineering estimate, Liberty agrees to use a Residential Equivalent Unit (REU) similar to KCMO's practice for charging Liberty in their prior 1999 sewer agreement. KCMO shall pay Liberty for wastewater flow sent to Liberty at a rate of \$1.61 per 100 cubic feet (equivalent of \$2.15 per 1,000 gallons). For each 12-month period after the effective date of the Agreement, the treatment rate shall increase by 3% per 12-month period. However, Liberty shall have the right, if it so chooses, to periodically have a Cost of Service study performed by a third party. If a Cost of Service study determines that the rate KCMO pays to Liberty for wastewater flow sent to Liberty is different than the rate established in this paragraph, the parties shall agree to meet, discuss, and establish a new rate.
 5. **Emergency Services.** Notwithstanding the termination date of temporary services in Section B of Article III, upon request of KCMO, Liberty shall be authorized to provide emergency treatment services to KCMO. Liberty agrees it shall to the extent reasonably practicable make emergency wastewater treatment services available to KCMO for such reasonable time as necessary, subject to the provisions of this Agreement. The rate for such services shall be at the same rate as if Liberty had continued to provide temporary services as specified in Section F.4 of Article III.

Section 2. Sections Deleted

Article III, Section E is hereby deleted.

All other provisions of the Agreement not specifically amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this AMENDMENT TO THE COOPERATIVE AGREEMENT to be duly executed on the date and year first above written.

CITY OF LIBERTY, MISSOURI

ATTEST:

By: _____
City Administrator

[SEAL]

APPROVED AS TO FORM:

CITY OF KANSAS CITY, MISSOURI
WATER SERVICES DEPARTMENT

By: _____
Director of Water Services

APPROVED AS TO FORM:

Assistant City Attorney



Legislation Text

File #: 210484, Version: 1

ORDINANCE NO. 210484

Authorizing the Director of Public Works to enter into a \$3,057,425.00 design-build contract with Superior Bowen Asphalt Co, for the N.W. 68th Street Reconstruction - Waukomis to US-169 Project; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, on March 4, 2021, the City Council passed Ordinance No. 210149 approving \$6,000,000.00 of the General Obligation Series 2021A Bond Fund to provide funding for construction projects including the N.W. 68th Street Reconstruction Project; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute an agreement with Superior Bowen Asphalt Co, in the amount of \$3,057,425.00 for a design-build contract for Project No. 89008842, N.W. 68th Street Reconstruction - Waukomis to US-169, from funds previously appropriated to the following account:
AL-3521-898012-B-89008842 N.W. 68th Street Reconstruction \$3,057,425.00
A copy of the contract is on file in the office of the Director of Public Works.

Section 2. That the Director of Public Works is hereby designated requisitioning authority for Account No. AL-3521-898012-B-89008842.

Section 3. That this ordinance, relating to the design, repair, maintenance or construction of a public improvement, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with Section 503, City Charter.

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy Queen
Director of Finance

Approved as to form and legality:

Nelson V. Munoz
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
<p>What is the reason for this legislation?</p>	<p>Fact Sheet Color Codes</p> <p>User Entered Field</p> <p>User Select From Menu</p> <p>For OMB Use</p>		
<p>Discussion (including relationship to other Council actions)</p>	<p>Sponsor(s)</p> <p>Programs, Departments, or Groups Affected</p> <p>Sub-Program in Budget (page #)</p>		
	<p>Applicants/ Proponents</p>	<p>City Department</p>	<p>Other</p>
<p>Citywide Business Plan Goal</p>	<p>Staff Recommendation</p>		
<p>Citywide Business Plan Objective</p>	<p>Board or Commission Recommendation</p>		
	<p>Future Impacts</p>		
<p>Citywide Business Plan Strategy</p>	<p>Cost of Legislation current Fiscal Year</p>		
	<p>Costs in Future Fiscal Years?</p>		
	<p>Annual Revenue Increase/Decrease</p>		
	<p>Applicable Dates:</p>		
	<p>Prepared by:</p>		
	<p>Date Prepared:</p>		
	<p>Reviewed by:</p>		
	<p>Date Reviewed</p>		
	<p>Reference Numbers</p>		

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

210484

LEGISLATION IN BRIEF:

Authorizing the Director of Public Works to enter into a \$3,057,425.00 design and build services agreement with Superior Bowen Asphalt Company for Project No. 89008842 NW 68th Street Reconstruction – Waukomis to US-169

What is the purpose of this legislation?

CAPITAL

For the purpose of funding for the construction of fixed capitalizable assets

Does this legislation spend money?

YES

Yes/No

See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues?

NO

Yes/No

0

Does this Legislation Increase Appropriations?

NO

Yes/No

0

Does this legislation expand the scope of city services, or expand the city's infrastructure?

NO

Yes/No

Maintenance of existing assets is included in the budget. For details see Section 00: " Notes" Below

Section 00: Notes:

O&M Cost are reflected in 2060-892006

Five years of operational and maintenance costs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
3521	898012	611060	89008842	\$3,057,425.00	

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

NET IMPACT ON OPERATIONAL BUDGET

-

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
3521	GO Bond 2021 Q1	3,057,425.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	150,000.00
TOTAL EXP		3,057,425.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	150,000.00

NET Per-YEAR IMPACT	(3,057,425.00)	(10,000.00)	(10,000.00)	(10,000.00)	(10,000.00)	(10,000.00)	(150,000.00)
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NET IMPACT (SIX YEARS) **(3,257,425.00)**

REVIEWED BY

Charles Leap, OMB

DATE

5/26/2021



Legislation Text

File #: 210487, Version: 1

ORDINANCE NO. 210487

Approving with conditions an exception request to the stream buffer setback requirements of Section 88-415, Code of Ordinances, in connection with the Cadence Second Plat development, located generally at the southeast corner of N.W. 108th Street and N. Platte Purchase Drive. (CLDPIR-2021-00042)

WHEREAS, on April 23, 2021, Hunt Midwest Real Estate Development, Inc. (“Developer”) submitted an application for an exception to the stream buffer setback requirements to the City in accordance with Section 88-415-08-B for the property located generally at the southeast corner of N.W. 108th Street and N. Platte Purchase Drive; and

WHEREAS, the application is on file in the office of the Director of City Planning and Development showing the details of the exceptions requested; and

WHEREAS, the Developer believes that strict application of one or more stream buffer standards would result in an unnecessary hardship for the subject property and that such unnecessary hardship is unique to the subject property and not generally applicable to other similarly situated properties, and that adequate measures will be put in place to protect the integrity of the stream buffer that includes appropriate mitigation of disturbed natural resources; and

WHEREAS, the City Planning and Development Department has reviewed the stream buffer exception application and recommends the exceptions requested be denied because the application does not meet the requirements of Section 88-415-08-B-1, which requires a showing of unnecessary hardship that is unique to the property; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Council finds that strict application of one or more stream buffer standards would result in an unnecessary hardship for the subject property and that such unnecessary hardship is unique to the subject property and not generally applicable to other similarly situated property, and that adequate measures will be put in place to protect the integrity of the stream buffer that includes appropriate mitigation of disturbed natural resources. Therefore, the Council grants an exception to the stream buffer setback requirements of Section 88-415, Code of Ordinances, in connection with the Cadence Second Plat development, located at the southeast corner of N.W. 108th Street and N. Platte Purchase Drive, subject to the following conditions:

1. Submit a final stream buffer plan to the Land Development Division for approval prior to issuance of any permits for the subject property. The submission shall also include any permits previously issued by the Corps of Engineers and Missouri Department of Natural Resources.
2. Obtain appropriate permits from Development Services for all on-site work prior to beginning any work on the

property.

3. Execute an agreement to identify, defend, and hold harmless the City for any future impacts regarding the stream buffer exceptions prior to the recording of the plat.

Approved as to form and legality:

Eluard Alegre
Assistant City Attorney

**No Fact Sheet
for
Ordinance
No. 210487**



Legislation Text

File #: 210439, Version: 1

ORDINANCE NO. 210439

Authorizing the Manager of Procurement Services to execute a \$675,000.00 Art Purchase Contract with Sculpture Park LLC for the acquisition of the sculptural work “Molten Swing” through the One Percent for Art Program at the KCI New Single Terminal project.

WHEREAS, the Municipal Arts Commission met on April 9, 2021, and voted unanimously to approve the artist’s proposal; NOW, THEREFORE,
BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute a 675,000.00 Art Purchase Contract with Sculpture Park LLC for the acquisition of “Molten Swing” for the KCI New Single Terminal. A copy of the contract, in substantial form, is on file with the Manager of Procurement Services.

Section 2. That the sum of \$675,000.00 has been previously appropriated to Account No. 8561-627270-611060-62210544.

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy Queen
Director of Finance

Approved as to form and legality:

Matthew Cooper
Assistant City Attorney

CONTRACT

210439

Ordinance Fact Sheet

Brief Title	Approval Deadline	Reason
Public art by Sculpture Park LLC for the KCI New Single Terminal	May 2021	Per Ordinance 60321, one percent of the vertical construction has been set aside for the adornment of this public building.

Details

Reason for Contract
 This contract is with Sculpture Park LLC to produce a One Percent for Art project entitled "Molten Swing" for the KCI New Single Terminal. This supplier was chosen from 288 applicants by a public art selection panel and the supplier's proposal was approved by the Municipal

Discussion (explain all financial aspects of the proposed legislation, including future implications, any direct/indirect costs, specific account numbers, ordinance references, and budget page numbers.)

Kansas City Aviation Department account
 8561-627270-611060-62210544

KCAD will maintain the artwork in future years, estimated at \$5,000 per year

Roles and Responsibilities

Sponsor	Katheryn Shields
Department or Programs Affected	General Services Division One Percent for Art Program Kansas City Aviation Department
Recommended Awardee	Sculpture Park LLC
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Opponents	Groups or Individuals Reason for Opposition
Responsibilities	Design Engineering: Inspections: Construction or Project Management: Service Monitoring:

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
-----------------------------------	---

Operational Impact Assessment	None. Operations will continue without interruption of service.
-------------------------------------	--

(Continued on reverse side)

Details

Is It Good For The Children?
 Children at KCI will delight in the color, light and shadows that stream through the artwork.

How will this contribute to a sustainable Kansas City?
 This work of art will have a lifespan as long as the New Single Terminal

Finances

City's Estimate of Cost	\$																																																						
Bid or Proposal Data	<i>Lowest Contract Cost Submitted</i> \$ <i>No. of Proposals Considered</i> <i>Reason for rejecting lowest contract cost submitted</i>																																																						
Other Bidders or Contractors Considered	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;"></th> <th style="width: 15%;"></th> <th style="width: 15%; text-align: center;">Contract Costs Submitted</th> </tr> </thead> <tbody> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> <tr><td></td><td style="text-align: center;">\$</td><td></td></tr> </tbody> </table>			Contract Costs Submitted		\$			\$			\$			\$			\$			\$			\$			\$			\$			\$			\$			\$			\$			\$			\$			\$			\$	
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Fund Sources and Appropriation Account Codes For This Contract	from KC Aviation Department account 8561-627270-611060-62210544																																																						
Source of Future Operating Funds	Kansas City Aviation Department																																																						
Maximum Amount of Proposed Contract	\$ 675,000																																																						
Amount of Contingency	\$																																																						
Engineering & Administration	\$																																																						
TOTAL	\$ 675,000																																																						

Estimated Duration of Contract: 18 months

Fact Sheet Prepared by: James Martin, Public Art Administrator
 Date: April 15, 2021

Reviewed by: _____ Date: _____

Reference Numbers:

Council Committee Actions

Do Pass	<input type="checkbox"/>		<input type="checkbox"/>	Hold
Do Pass (as amended)	<input type="checkbox"/>		<input type="checkbox"/>	W/o Recommendation
Committee Sub.	<input type="checkbox"/>		<input type="checkbox"/>	Do Not Pass

| costs

CAPITAL PROJECT

210439

Ordinance Fiscal Note

Ordinance Number

Ordinance Title (in Brief)

One Percent for Art by Sculpture Park LLC for the KCI New Single Terminal

Is this ordinance for the following:

- New Construction
- Replacement
- Repair

Was this project programmed in the Five-Year Capital Improvement Plan?

No
FY _____

If yes, please identify year in which this project was funded.

If no, please detail the reasons why this project was not included and need for present funding request.

Does this project leverage non-city funds for design/construction?

No

If yes, please identify source and amount.

If no, please identify source and amount of city funds.

Aviation Department 8561-627270-611060-62210544

If ordinance is for construction or replacement of asset please provide the following information:

Total estimated costs (design through construction): \$ \$675,000

Estimated lifespan of project in years \$ 50

Estimated annual operating and maintenance costs \$ \$5,000

(Please detail type of maintenance or operating costs needed, additional staffing, capital maintenance costs, utilities, etc.)

Are these O&M costs reflected in the current budget?

No

If yes, please provide source of funds.

If no, please identify year in which additional operating and maintenance costs will be needed.

FY _____

Reference Numbers: (Previously approved legislation):

Reviewed by:

<INSERT NAME HERE>

Office of Management and Budget

OMB Approval Date

<INSERT DATE HERE>

Yes
Yes
Yes
2024

ART PURCHASE CONTRACT
GENERAL SERVICES DEPARTMENT
EV2847- KCI Art Project- Development of “Molten Swing”

This art purchase contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Sculpture Park LLC (“Artist”). City and Artist agree as follows:

In consideration of the payments and mutual agreements contained in this contract, City and Artist agree as follows:

Sec. 1. Services to be Performed. Artist shall perform the following services in connection with the Artist’s work (the “Work”) as set forth in Attachment A:

- A. Scope of Services - **Attachment A**
- B. Schedule of Performance – **Attachment B**
- C. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment A – Scope of Services**.
- D. City shall have the right to inspect and review the Work being done and to consult with Artist at any reasonable time. Meetings will be held at the request of City or Artist.
- E. If it is determined to be in the best interest of the Work, Artist shall replace the project manager or any other employee of the Artist, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the Work on the project upon written request by City.

Sec. 2. Responsibilities of City.

- A. City will conduct reviews of plans and respond to Artist with comments and/or approval in the times specified in the approved schedule.
- B. City will display the Artist’s name, copyright notice, title, and date of the Work near or on the Work.
- C. City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. City, to the extent allowed by law and subject to appropriation of funds, will maintain and protect the Work against the ravages of time, vandalism and the elements, taking into account the instructions of the Artist set forth when the Art is completed and installed.
- D. Repairs and Restoration.
 - 1. City will have the right to determine, after consultation with the Artist or a professional familiar with art conservation, when and if repairs and restorations to the Work will be made. During the Artist’s lifetime, the Artist will have the right to approve all repairs and restorations; provided however, that the Artist shall not unreasonably withhold approval for any repair or restoration of the Work. If the Artist unreasonably fails to approve any repair or restoration, City shall have the right to make such repair or restoration. To the extent practical, the Artist, during the Artist’s lifetime, will be given the opportunity to make or personally supervise significant repairs and restorations.
 - 2. All repairs and restorations will be made in accordance with recognized principles of conservation.
- E. Alterations of the Work or of the Work site. City agrees:

1. Not to intentionally damage, alter, modify or change the Work without written approval of the Artist.
2. To notify the Artist of any proposed alteration of the site that would affect the intended character and appearance of the Work and will consult with the Artist in the planning and execution of any site alteration and will make a reasonable effort to maintain the integrity of the Work.
3. Not to remove the Work from public display or destroy the work for a period of fifteen (15) years from final acceptance.
4. In the event the City desires to remove the Work from the site after fifteen (15) years, and the removal would result in the destruction, distortion, mutilation or other modification of the Work, City will give the Artist notice as provided herein of the City's intended action. The Artist has 90 days after the mailing of such notice either to remove the Work or to pay for its removal. If the Work is removed at the expense of the Artist, title to the Work shall be deemed to be in the Artist. If the Artist fails to remove the Work within the 90-day period, City may proceed to remove the Work with no further liability to Artist.
5. Not to intentionally use the Work in any manner which would reflect discredit on the Artist's name or reputation as an Artist or which would violate the spirit of the Work.

Sec. 3. Term of Contract.

- A. Contract shall start upon executed signatures by all parties. This executed contract will serve as the Notice to Proceed (NTP). The contract shall expire on March 31, 2023. A contract amendment will be needed to extend the expiration date, if applicable.

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Artist under this contract is \$675,000. City is not liable for any obligation incurred by Artist except as approved under the provisions of this contract.

Sec. 5. Method of Payment.

- A. Method of Payment. Upon completion of each task set forth below Artist shall invoice City, stating completion of the task and all actual reasonable expenses incurred and allowed under this contract and the amount due. City, upon approving the invoice, shall remit payment to Artist in accordance with the following schedule:

1. \$84,375 upon execution of this contract;
2. \$168,750 upon approval of the final design concept and issuance of NTP;
3. \$337,500 upon certification by the Artist that fabrication of the Work is complete;
4. \$59,063 upon delivery and installation of the Work to the site; and
5. \$25,312 within thirty (30) days following final acceptance of the Work.

- B. Condition Precedent to Payment.

1. Artist shall submit all invoices in a form provided by the City.
2. It shall be a condition precedent to payment of any invoice from Artist that Artist is in compliance with, and not in breach or default of, all terms, covenants and conditions of this contract. If damages are sustained by City as a result of breach or default by Artist, City may withhold payment(s) to Artist for the purpose of set off until such time as the exact amount of damages due City from Artist may be determined.

3. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the contract. City is not liable for any obligation incurred by Artist except as approved under the provisions of this contract.
4. The Work shall be developed, fabricated and installed without further compensation than that provided for in this contract.

Sec. 6. Warranties of Title. The Artist represents and warrants that:

1. The Work is solely the result of the artistic effort of Artist;
2. The Work is unique and original and does not infringe upon any copyright;
3. That the Work, or a duplicate has not been accepted for sale elsewhere;
4. The Work is free and clear of any liens from any source whatsoever; and
5. Prior to final payment, Artist will furnish City with notarized statements from the fabricator, if applicable, and all other suppliers of materials used in the Work that all monies due have been paid.

Sec. 7. Notices. All notices required by this contract shall be in writing and sent to the following:

City:

General Services Department
Cedric Rowan, Manager of Procurement Services
414 E 12th St, 1st Floor
Kansas City, MO 64106
Phone: (816) 513-0804
E-mail address: cedric.rowan@kcmo.org

General Services Department
James Martin, Public Art Administrator
414 E 12th St, 17th Floor
Kansas City, MO 64106
Phone: (816) 315-0504
E-mail address: james.martin@kcmo.org

Artist:

Sculpture Park, LLC
Att'n: Soo Sunny Park
75 Red Oak Ridge
Orford, NH 03777

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) business days after the date of mailing, whichever is earlier.

Sec. 8. Risk of Loss. The risk of loss or damage to the Work shall be borne by the Artist and the Artist shall take such measures as are necessary to protect the Work from loss or damage until its final acceptance by City.

Sec. 9. Title and Ownership. Upon completion and installation of the Work and upon final acceptance and final payment to the Artist by City, title to the Work shall pass to the City. Consistent with Section 2. E.4., and in the

case of removal, the Artist is aware of and hereby specifically waives all rights under the Artists Visual Rights Act of 1990, 17 U.S.C. Sections 106A and 1133, or as subsequently amended, with regard to the Work.

Sec. 10. Copyright.

- A. The Artist shall retain the ownership of copyrights in and to the Work, plans, drawings, schematics, design studies and models prepared by the Artist in connection with this commission, except as limited by this paragraph. The Artist agrees that it will not make any additional exact duplicates or three-dimensional reproductions of the exact design dimensions and materials of the Work nor grant others permission to do so, except with the written permission of City.
- B. The Artist grants to City a license to use photographic reproductions of the Work in advertising brochures, media publicity, and promotion of its activities, catalogues, site guides, books and publications for noncommercial purposes. If reproductions by either party where the Work is the central focus of the reproductions are made, there shall be included credits listing the Artist as the creator of the Work and owner of its copyright, and City as the party which owns and commissioned the Work, and they agree to use their best efforts to secure credits in any reproduction or public showing of a reproduction or public show of a reproduction by other parties.

Sec. 11. No Gratuities and Kickbacks. The provisions of City’s Code Section 3-303, prohibiting gratuities to city employees, and kickbacks by subcontractors, and Code Sections 3-307, imposing sanctions for violations, shall apply to this contract.

- A. **Gratuities.** Artist certifies that it has not and will not offer or give any city employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefore.
- B. **Kickbacks.** Artist certifies that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from a subcontractor under a contract to Artist or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Sec. 12. Prohibition Against Contingent Fees. The provisions of City’s Code Section 3-305 prohibiting the retention of persons to solicit contracts for contingent fees, and Sections 3-307, imposing sanctions for violations, shall apply to this contract. Artist certifies that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Artist for the purpose of securing business. For breach or violation of this warranty, City shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Sec. 13. Subcontracting. City authorizes Artist to subcontract with the individuals, firms or entities identified in **Attachment D**, Subcontractors List. **Attachment D**, and the additional conditions stated therein, shall be incorporated into this contract. Artist shall not subcontract, assign or transfer any part or all of Artist’s obligations or interests without City’s prior written approval.

Sec. 14. Attachments. The following documents are attachments to this contract and are attached hereto and incorporated herein by this reference:

Attachment A – Scope of Services
Attachment B – Schedule of Performance
Attachment C – Non-Construction Subcontractor Listing
Attachment D – Prevailing Wage Requirements

Annual Wage Order No. 27

County Clay
Work Type:
State – Building
Federal – Building

Division of Labor Standards Rules & Regulations
01290.03 Certified Payroll Instructions
01290.04 Certified Payroll Example
01290.05-06 Certified Payroll Report
01290.07 Payroll Certification
01290.08 Wage Rate Verification Questionnaire
01290.11 Daily Labor Force Report
01290.14 Contractor Affidavit for Final Payment

Attachment E – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment F – 00620 Insurance Certificate

Sec. 15. Design Standards.

Except as otherwise directed in writing by City, Artist shall use all applicable design standards required by federal, state, local laws or codes or such standards recognized and used in the industry in the performance of services under this contract. In the development of any design under this contract, Artist shall comply with all provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the provisions of the Missouri Domestic Product Procurement Act, Section 34.350 RSMo. Artist shall notify and explain to City any applicable exceptions under these acts. Artist shall endorse all plans and specifications, or estimates, and engineering data furnished under this contract. All subcontractors as appropriate shall endorse their respective plans and specifications.

Sec. 16. General Indemnification.

- A. For purposes of this Section 16 only, the following terms shall have the meanings listed:
1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by City in the enforcement of this indemnity obligation.
 2. **Artist's Agents** means Artist's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.
 3. **City** means City, its Program Manager/Construction Advisor, if any, and their respective agents, officials, officers and employees.
- B. Artists' obligations under this section with respect to indemnification for acts or omissions, including negligence, of City shall be limited to the coverage and limits of General (not Professional) Liability insurance that Artist is required to procure and maintain under this contract. Artist affirms that it has

had the opportunity to recover the costs of the liability insurance required in this contract in its contract price.

- C. Artist shall defend, indemnify and hold harmless City from and against all Claims arising out of or resulting from all acts or omissions in connection with this contract caused in whole or in part by Artist or Artist's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Artist is not obligated under this section to indemnify City for the sole negligence of City.
- D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this contract.

Sec. 17. Indemnification for Professional Negligence. Artist shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Artist, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this contract. Artist is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 18. Insurance

- A. Artist shall procure and maintain in effect per the requirements below, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this contract, Artist shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Artist Self-Insured Retention.
 - 1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - c. No Contractual Liability Limitation Endorsement
 - d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent
 - 2. Worker's Compensation Insurance: as required by statute, including Employers Liability with limits of:
 - a. Workers Compensation Statutory
 - b. Employers Liability
 - c. \$100,000 accident with limits of:
 - d. \$500,000 disease-policy limit
 - e. \$100,000 disease-each employee
 - 3. Commercial Automobile Liability Insurance at the execution of the contract and throughout the duration of the contract: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Artist owns vehicles, coverage shall be provided on an "any auto" basis. If the Artist does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business

Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the contract, by Artist.

4. If applicable, Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.
- B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this contract. Artist shall provide to City at execution of this contract a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- C. If Artist provides Commercial General Liability Insurance or Professional Liability Insurance through a Subcontractor, Artist shall contractually require the Subcontractor to include City as additional insured in the Subcontractor's policy. Artist shall deliver to City, prior to the start of any work at the project site, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to City. Artist shall contractually require its Subcontractor to defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Subcontractor or Subcontractor's agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Artist must provide evidence that this requirement has been complied in accordance with the provisions of this contract.
- D. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.
- E. Artist's failure to maintain the required insurance coverage will not relieve Artist of its contractual obligation to indemnify City pursuant to Sections 16 and 17. If the coverage afforded is cancelled or changed or its renewal is refused, Artist shall give at least thirty (30) days prior written notice to City. In the event of Artist's failure to maintain the required insurance in effect, City may order Artist to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.
- F. In no event shall the language in this section constitute or be construed as a waiver or limitation of City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Defaults and Remedies.

- A. Artist shall be in default of this contract upon the happening of any of the following events:
 1. If Artist fails to comply with any of the provisions required of Artist under this contract, and such failure continues for a period of ten (10) days after written notice thereof is given to Artist by City; or
 2. If, by operation of law or otherwise, the right, title, or interest of Artist in this contract is transferred to, passes to, or devolves upon any other person, firm or corporation without written consent of City; or
 3. Upon the levy of any attachment or execution of any process of a court of competent jurisdiction which does or will interfere with Artist's performance under this contract, and which attachment, execution or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days; or

4. Upon the suspension, revocation or termination of any power, license, permit, or authority that has the effect of preventing Artist from performing under this contract.
- B. Upon the occurrence of any one or more of the events as set forth in sub-paragraphs A1 through A4 of this Section, or upon any other default or breach of this contract, City may, at City's option, exercise concurrently or successively, any one or more of the following rights and remedies without waiving such default:
1. Suspend City's performance withhold payment or invoke any other legal or equitable remedy after giving Artist notice and opportunity to correct such default or breach.
 2. Interplead funds to a court or pay any sum required to be paid by Artist to parties other than City, and which Artist has incurred in connection with this contract and failed to pay. Any amount so paid in good faith by City, together with interest thereon at the maximum rate provided by law from the date of such payment, and all expenses connected therewith shall be repaid by Artist to City on demand; or
 3. Enjoin any breach or threatened breach by Artist of any covenants, agreements, terms, provisions or conditions hereof; or
 4. Bring suit for the performance of any covenant devolving upon Artist for performance or damage thereof, all without terminating this contract; or
 5. Terminate this contract upon ten (10) days written notice to Artist, specifying date of termination.

Sec. 20. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to City herein and any other rights and remedies which City may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that City may have exercised any remedy without terminating this contract shall not impair City's rights thereafter to terminate or to exercise any other remedy herein granted or to which City may be otherwise entitled.

Sec. 21. Americans with Disabilities Act. Artist agrees to comply, during the course of this contract, with all provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time.

Sec. 22. Merger. This contract, including any referenced Attachments, constitutes the entire agreement between City and Artist with respect to this subject matter, and supersedes all prior agreements between City and Artist with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this contract.

Sec. 23. Modification.

- A. Unless stated otherwise in this contract, no provision of this contract may be waived, modified or amended except by written amendment signed by City and Artist.
- B. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this contract, shall affect or modify any term or terminology of this contract and any such act, conversation or communication shall not be binding upon City or Artist.

Sec. 24. Binding Effect. This Contract shall be binding upon City and Artist and their successors in interest.

Sec. 25. Representations and Warranties. City and Artist each certify that it has the power and authority to execute and deliver this contract, to use the funds as contemplated hereby and to perform this contract in accordance with its terms.

Sec. 26. Prevailing Wage.

A. Prevailing Wage.

1. Artist shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the “Law”); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the “Rules”); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri’s Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the “Prevailing Wage Requirements.” In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Artist shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Artist shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Artist and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Artist shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s “Daily Labor Force Report” Form indicating the worker’s name, occupational title or classification group and skill and the workers’ hours. City shall furnish blank copies of the Daily Labor Force Report Form to Artist for its use and for distribution to Subcontractors. Artist shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and
 - b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker’s name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
 - c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Artist and each Subcontractor.

- d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."
5. Artist shall make all of Artist's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Artist shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Artist's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Artist shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Artist's cost. City, in its sole discretion, may require Artist to send any of the Records directly to the person who requested the Record at Artist's expense.
 6. Artist shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Artist and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
 7. If the Contract Price exceeds \$250,000.00, Artist shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Artist or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Artist may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.
 8. Artist must correct any errors in Artist's or any Subcontractors' Records, or Artist's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 9. Artist shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Artist shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Artist's sole cost and expense.
 10. Artist shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Artist and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Artist and each of its Subcontractors, are filed by Artist.
 11. Artist shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Artist or by any of Artist's Subcontractors.

If Artist or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Artist becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

- B. **Prevailing Wage Damages.** Artist acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Artist or its Subcontractors, commonly result in additional costs to City. Artist agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Artist or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
 2. City shall give written notice to Artist setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Artist shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Artist fails to respond within the specified time, the City's original notice shall be deemed final. If Artist responds to City's notice, City will furnish Artist a final decision in writing within five (5) days of completing any investigation.

Sec. 27. Workforce. If Artist is required to pay prevailing wages for the work performed pursuant to this Contract, Artist agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-527 and as hereinafter amended. Artist shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Artist's compliance with this provision is a material part of this Contract.

Sec. 28. Professional services certification. Code Section 2-83, prohibiting contracts with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this contract. Artist certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of this contract, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this contract.

Sec. 29. Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Artist shall use all applicable design standards required by federal, state, local laws or codes or such standards recognized and used in the industry in the performance of services under this contract.
- B. Artist shall endorse all plans and specifications, or estimates, and engineering data furnished under this contract if prepared by Artist. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the project.
- C. Artist shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Artist.

Sec. 30. Governing Law. This contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. City and Artist: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; and no other (2) waive any and all

objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 31. Compliance with Laws. Artist shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 32. Termination for Convenience.

- D. City may, at any time upon ten (10) days' notice to Artist specifying the effective date of termination, terminate this contract, in whole or in part. If this contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Artist shall prepare an accounting of the services performed and money spent by Artist up to the effective date of termination and shall return to City and remaining sums within thirty (30) days of such date.
- E. If this contract is terminated prior to Artist's completion of services, all work or materials prepared or obtained by Artist pursuant to this contract shall become City's property.
- F. If this contract is terminated prior to Artist's completion of the services to be performed hereunder, Artist shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the contract. Artist shall prepare an accounting of the services performed and money spent by Artist up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 33. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Artist to which the same may apply and, until complete performance by Artist of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this contract or by law despite any such forbearance or indulgence.

Sec. 34. Acceptance. No payment made under this contract shall be proof of satisfactory performance of the contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 35. Modification. Unless stated otherwise in this contract, no provision of this contract may be waived, modified or amended except in writing signed by City.

Sec. 36. Headings; Construction of Contract. The headings of each section of this contract are for reference only. Unless the context of this contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 37. Severability of Provisions. Except as specifically provided in this contract, all of the provisions of this contract shall be severable. In the event that any provision of this contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this contract shall be valid unless the court finds that the valid provisions of this contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 38. Records.

- G. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this contract and their delegates and agents.
 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this contract and all contract amendments and renewals.
- H. Artist shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this contract and all contract amendments. City shall have a right to examine or audit all Records and Artist shall provide access to City of all Records upon ten (10) days written notice from City.

Sec. 39. Affirmative Action.

- I. If this Contract exceeds \$300,000.00 and Artist employs fifty (50) or more people, Artist shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Artist warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Artist shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. Artist shall:
1. Submit, in print or electronic format, a copy of Artist's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Artist does not possess a current certification of compliance, Artist shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.
 2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
 3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Artist shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.
- J. City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Artist fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Artist may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 40. Tax Compliance. Artist shall provide proof of compliance with City's tax ordinances administered by the City's commissioner of revenue as a precondition to City making the first payment under this contract or any contract when the total contract amount exceeds \$160,000.00. If Artist performs work on a contract that is for a term longer than one year, the Artist also shall submit to City proof of compliance with City's tax ordinances administered by City's commissioner of revenue as a condition precedent to City making final payment under the contract.

Sec. 41. Assignability or Subcontracting. Artist shall not subcontract, assign or transfer any part or all of Artist's obligations or interests without City's prior approval. If Artist shall subcontract, assign, or transfer any part of Artist's interests or obligations under this contract without the prior approval of City, it shall constitute a material breach of this contract.

Sec. 42. Conflicts of Interest. Artist certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Artist in this contract.

Sec. 43. Buy American Preference. It is the policy of City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 44. Independent Contractor. Artist is an independent contractor and is not City's agent. Artist has no authority to take any action or execute any documents on behalf of City.

Sec. 45. Employee Eligibility Verification. If this contract exceeds five thousand dollars (\$5,000.00), Artist shall execute and submit an affidavit, in a form prescribed by City, affirming that Artist does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Artist shall attach to the affidavit documentation sufficient to establish Artist's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Artist may obtain additional information about E-Verify and enroll at <https://www.e-verify.gov/>. For those Artists enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Artist will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Artist shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the contract if requested by City.

Sec. 46. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Artist a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 47. Contract Authorization. Any contract for an amount over \$400,000.00 requires City Council approval.

Sec. 48. Effectiveness; Date. This contract will become effective when City's Director of Finance has signed it. The date this contract is signed by City's Director of Finance will be deemed the date of this contract.

Sec. 49. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract

term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the non-appropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

ARTIST

I hereby certify that I have the authority to execute

this document on behalf of ARTIST

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

ATTACHMENT A- SCOPE OF SERVICES

KCI Art Project- Development of "Molten Swing"

A. Project Understanding

Artist has been selected by the General Services Department of the City of Kansas City and the Kansas City Aviation Department (KCAD) to develop the work of art "Molten Swing" for the Escalator to Baggage Claim area in the KCI New Single Terminal in accordance with the attached proposal, while allowing for design refinements due to feedback from the KCI New Single Terminal project team and authorities having jurisdiction including, but not limited to, engineering needs and compliance with building and safety codes.

1. City will provide technical support services, as reasonably requested by the Artist, in order to permit the Artist to prepare and submit the Working Drawings.
 - a. The City shall use its best efforts to facilitate the work of the Artist and to assist the Artists, if necessary, in connection with the Artist's services.

B. Scope of Services

1. Preliminary Phase, Design and Coordination
 - a. Artist will work with the KCI New Single Terminal Design Team to determine the specific location of the Work and prepare and submit detailed working drawings and plans and specifications, including but not limited to foundation plans, connection details, special installation details, lighting plans, calculations of foundation design, calculations of structural design, specifications which clearly outline any special materials or installation methods required (collectively "Working Drawings") for fabrication and installation of the Work for approval by the KCMO Municipal Art Commission.
 - b. Artist shall provide detailed Working Drawings and Plans and Specifications to KCAD Including but not limited to:
 - (1) Sprinkler coverage analysis may be required and may need to be provided by artist.
 - (2) Structural loading and construction documents need to be submitted for review.
 - (3) Artist should submit information on transparency levels for lighting evaluation.
 - c. Artist shall attend meetings with City and design team for Art approvals and coordination.
 - d. Artist will not proceed with the Work until the City has approved the Site and Plans and Specifications and issued written authorization to proceed.
 - e. Work will be completed as set out in **Attachment B – Schedule of Performance**.
2. Fabrication
 - a. Artist shall fabricate the Work in accordance with the approved proposal.
 - b. City shall have the right to inspect the Work at reasonable times during the fabrication at City's expense
3. Shipping and Delivery
 - a. Artist shall notify the City for delivery and final preparation of the site for installation of the Work.
 - b. Artist shall oversee the transportation of all components of the Work to KCI New Single Terminal.
4. Installation and Final Acceptance

- a. Artist &/or Artists team shall comply with all safety protocols and security access requirements. Completing on site Safety Training will be required.
 - b. Installation and maintenance details to be submitted to The City by Artist.
 - c. Artist shall install the Work. Artist will be responsible for providing any installation equipment (i.e. lifts, scaffolding, etc.) required to install the art and supervise any installation assistance.
 - d. Artist shall advise, consult, and inspect the completed installation of the Work at the site to ensure that the installation is in conformance with the proposal.
 - e. The Artist will provide information for a plaque that the City will have fabricated and installed on site as specified by the KCMO One Percent for Art program.
 - f. The Artist is responsible for contracting with a photographer to document the Work and will provide hi-resolution, print quality digital photographs to the Municipal Art Commission for its use in accordance with the Artist's copyright in Section 10 of this contract.
5. Final Acceptance.
- a. The Artist will advise City in writing when all services required under **Attachment A - Scope of Services**, have been completed. City will make a final inspection with the Artist and will notify the Artist in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Artist shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.
 - b. Prior to final acceptance, the Artist will provide City with a description of the methods of cleaning, preserving and maintaining the Work.
 - c. City will notify the Artist of its final acceptance of the Work. Final acceptance shall be effective as of the date City's notification of final acceptance.
 - d. Artist will guarantee to make good, at its own expense and in accordance with the instructions of City, any and all faulty or defective material or workmanship which may appear in the Artist's work for a period of one (1) year from the date of final acceptance.

ATTACHMENT B- SCHEDULE OF PERFORMANCE

KCI Art Project- Development of "Molten Swing"

Schedule of Performance. The services required of the Artist as set forth in this contract will be completed in accordance with the schedule for completion of the Work as outlined by the project schedule, provided by the design/build team and approved in writing by City, but the time limits may be extended or modified by written agreement between the Artist and City.

A. Design and Coordination

1. Artist shall complete City paperwork, licenses, insurances and required documents as outlined in the Contract. (30 days)
2. Artist shall complete the Work per the Production Schedule in Section E below.
3. Artist shall provide detailed Working Drawings and Plans and Specifications to City for review and approval. (60 days)
4. City will review Artist's submitted Working Drawings and Plans and Specifications for approval and coordination with the New Terminal. (30 days)
5. Attend meetings with City and design team for Art approvals and coordination.(monthly)

B. Fabrication

1. Fabricate the Art in accordance with the proposal. See Section E below.
2. Attend monthly check-in meetings with City and design team for fabrication milestones.

C. Shipping and Delivery

1. Artist shall notify City in writing when the Work is complete and ready to deliver and install.

D. Installation: to begin October 2022, See Section E below.

1. Artist &/or Artists team shall comply with all safety protocols and security access requirements and attend on-site safety training as required prior to installation.
2. Installation and maintenance details to be submitted to The City by Artist.
3. City agrees to grant reasonable extensions of time to the Artist in the event that there is a delay caused by conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible. Failure to fulfill contractual obligations due to conditions beyond the Artist's reasonable control will not be considered a breach of contract; but the obligations will be suspended only for the duration of the conditions.
4. City will notify Artist of final acceptance.
5. Final Close-Out and Final Payment
 - a. Within thirty (30) days of final acceptance of the Work, Artist shall provide City with a description of the methods of cleaning, preserving and maintaining the Work.
 - b. Upon acceptance of preservation submittal by City, Artist shall submit final payment application.
6. Inauguration/Dedication
 - a. The Artist will be available at a mutually agreed to time for the inauguration or dedication ceremonies of the work, if any.

E. Production Schedule

1. 30 days: contract approval by KCMO City Council
2. May 27, 2021 Agreement execution: contract signed. May 2021 through Dec 2022: Artist will attend monthly (virtual) check-in meetings with design team, stakeholders and KCMO City Administrator to track project progress.
3. June 2021 through July 2021: Artist develops Working Drawings and Plans and Specifications for submittal to KCAD and Municipal Art Commission.
4. August 2021 – final review and coordination by city.
5. September 2021: Final design approval to proceed with fabrication of artwork.
6. by October 31, 2021; hanging connection components fabricated & installed prior to ceiling close in, Escalator to Baggage area. (see additional dates below in 6a,6b,6c, 6d, 6e)
 - a. Sprinkler Rough-In has been completed
 - b. June 2021: Project Electrical Rough-In
 - c. June 2021: Escalator installation completed
 - d. October 31, 2021: Above Ceiling work installed
 - e. Dec 2021-Feb 2022: Flooring installation completed
7. Fall-Winter 2022: Artwork fabrication complete. Packing and shipping.
8. Delivery of artwork to site prior to December 2022. *Target date of October 2022.*
9. Artist on site October/November 2022 for artwork installation with Installation Team.
10. December 2022: Last day of install, final walk through with City of Kansas City, Mo. representatives for final approval.
11. March 2023: New Single Terminal and Parking at KCI Opens



Legislation Text

File #: 210461, Version: 1

RESOLUTION NO. 210461

Directing the City Manager to develop an administrative regulation to promote all gender or gender neutral restroom facilities for City-owned property and single occupancy restroom facilities for newly constructed and renovated restroom facilities on City-owned property.

WHEREAS, Kansas City, Missouri, desires to allow employees and visitors of City-owned facilities to use any restroom facility that corresponds to the gender identity or gender expression of the individual, regardless of the sex assigned to the individual at birth; and

WHEREAS, Kansas City, Missouri, desires to promote single occupancy restroom facilities in newly constructed and renovated restroom facilities on City-owned property where feasible; NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

That the City Manager is directed to develop an administrative regulation to promote all gender or gender neutral restroom facilities for City-owned property and single occupancy restroom facilities for newly constructed and renovated restroom facilities on City-owned property.

Approved as to form and legality:

Enter Name Here
Enter Title Here

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?	Fact Sheet Color Codes User Entered Field User Select From Menu For OMB Use		
	Sponsor(s)		
Discussion (including relationship to other Council actions)	Programs, Departments, or Groups Affected		
	Sub-Program in Budget (page #)		
Citywide Business Plan Goal	Applicants/ Proponents	City Department	
Citywide Business Plan Objective		Other	
Citywide Business Plan Strategy	Staff Recommendation		
	Board or Commission Recommendation		
	Future Impacts		
	Cost of Legislation current Fiscal Year		
	Costs in Future Fiscal Years?		
	Annual Revenue Increase/Decrease		
	Applicable Dates:		
	Prepared by:		
	Date Prepared:		
	Reviewed by:		
	Date Reviewed		
	Reference Numbers		